

City of Lake Stevens Mission Statement



The City of Lake Stevens' mission is not only to preserve the natural beauty that attracted so many of its citizens, but to enhance and harmonize with the environment to accommodate new people who desire to live here. Through shared, active participation among Citizen, Mayor, Council, and City Staff, we commit ourselves to quality living for this and future generations.

Growth in our community is inevitable. The City will pursue an active plan on how, when, and where it shall occur to properly plan for needed services, ensure public safety, and maintain the unique ambience that is Lake Stevens.



REGULAR CITY COUNCIL MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens
Monday, June 27, 2011 - 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:

CONSENT AGENDA: *A. Approve June 2011 vouchers. Barb

**CONTINUED
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. Continued Public Hearing in consideration of second and final reading of Ordinance No. 855, land use code amendments/corrections related to the Shoreline Management Act. (Public hearing and first reading May 23, 2011, second public hearing June 13, 2011) [This hearing is not related to Shoreline Master Plan update] Karen

*B. Consideration of Resolution No. 2011-7 for Nourse development agreement extension. Becky

Lake Stevens City Council Regular Meeting Agenda

June 27, 2011

- | | | |
|--------------------------|--|-------|
| ACTION ITEMS: | *A. Approve minutes of June 13, 2011 regular Council meeting. | Norma |
| | *B. Approve Professional Services Agreements for on-call planning services with:
1. The Watershed Company and
2. Perteet | Becky |
| | *C. Approve purchase of permit tracking system with Bitco Software. | Becky |
| | *D. Approve Interlocal Agreement with Snohomish Conservation District for support services. | Mick |
| | *E. Approve Supplemental Agreement No. 1 to the Professional Services Agreement with AquaTechnex LLC to perform implementation of Eurasian Watermilfoil Control Program and post services. | Mick |
| | *F. Authorize purchase of a replacement for the City's existing floating dock. | Mick |
| | *G. Approve service of alcohol in Aquafest VIP tent. | Becky |
| DISCUSSION ITEMS: | *A. Economic Development documents: fiscal impact document and action plan. | Becky |
| | B. Sewer District annexation. | Jan |

**COUNCIL
PERSON'S
BUSINESS:**

MAYOR'S BUSINESS:

STAFF REPORTS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

ADJOURN:

* ITEMS ATTACHED
** ITEMS PREVIOUSLY DISTRIBUTED
ITEMS TO BE DISTRIBUTED

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact 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.

**BLANKET VOUCHER APPROVAL
 2011**

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	904375-904434	\$126,018.82
Payroll Checks	31965-31970	\$6,685.30
Claims	31971-32027	\$95,523.69
Electronic Funds Transfers	342-344	\$4,765.72
Void Checks	31969, 31976	(\$13,387.13)
Tax Deposit(s)	6/15/2011	\$46,304.43
Total Vouchers Approved:		\$265,910.83

This 27th day of June 2011:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

15-Jun-2011

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

15-Jun-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$3,758.50	342	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$843.72	343	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$163.50	344	Wells Fargo	121000248	4159656917
Total:			\$4,765.72		Count:	3.00	

Direct Deposit Summary

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	3	\$4,765.72

Pre-Note Transactions

Detail Check Register

16-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
31971	16-Jun-11	13836	SCCFOA			\$30.00
06/23/11	06/23 meeting			\$30.00	\$0.00	\$30.00
001003514104300		City Clerks-Travel & Mtgs		\$16.00		
001004514234300		Finance - Travel & Mtgs		\$14.00		
Total Of Checks:						\$30.00

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
31972	27-Jun-11	13695	Aabco Barricade & Sign Co		\$241.09
88926		PW Shop Signage		\$241.09	\$0.00
		101016543504802	Facilities R&M (City Shop)	\$241.09	
31973	27-Jun-11	12540	ALLIED WASTE SERVICES #197		\$335.06
0197-001350384		Dumpster		\$335.06	\$0.00
		101016542003102	Street Fund Operating Costs	\$324.05	
		101016542004500	Street Fund - Rentals/Leases	\$11.01	
31974	27-Jun-11	12540	ALLIED WASTE SERVICES #197		\$240.68
0197-001350130		Dumpster		\$240.68	\$0.00
		001010576803100	Parks - Operating Costs	\$228.85	
		001010576804500	Parks - Equipment Rental	\$11.83	
31975	27-Jun-11	12540	ALLIED WASTE SERVICES #197		\$104.31
0197-001350759		Dumpster		\$104.31	\$0.00
		001013519903100	General Government - Operating	\$91.98	
		001013519904500	General Government-Equip Renta	\$12.33	
31976	27-Jun-11	13820	Aquatest Inc		\$12,489.00
2946		Milfoil - Task One		\$12,489.00	\$0.00
		410016531503103	DOE-G1000533- Aquatic Weed Grt	\$12,489.00	
31977	27-Jun-11	12187	AUCKLAND ENTERPRISES		\$850.00
525		tree removal for 12425 Heron pl.		\$850.00	\$0.00
		001010576803100	Parks - Operating Costs	\$850.00	
31978	27-Jun-11	13421	Barnett Implement		\$66.25
02 1240787		Belt for mower		\$66.25	\$0.00
		001010576804800	Parks - Repair & Maintenance	\$66.25	
31979	27-Jun-11	179	Blumenthal Uniforms		\$135.77
810989		Clothing		(\$344.27)	\$0.00
		001008521002600	Law Enforcment Clothing	(\$344.27)	
810999		Clothing		(\$320.39)	\$0.00
		001008521002600	Law Enforcment Clothing	(\$320.39)	
800433-83		Clothing		(\$409.42)	\$0.00
		001008521002600	Law Enforcment Clothing	(\$409.42)	
822543		Clothing		\$820.90	\$0.00



Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521002600			Law Enforcment Clothing	\$820.90	
868861			Uniform/PSO C. Brooks (boots)	\$162.85	\$0.00 \$162.85
001008521002600			Law Enforcment Clothing	\$162.85	
875988			Ubert uniform shirts and sweather	\$226.10	\$0.00 \$226.10
001008521002600			Law Enforcment Clothing	\$226.10	
31980	27-Jun-11	969	Business Card		\$2,813.28
06/11 1411			GMR Trascription	\$567.75	\$0.00 \$567.75
001008521003104			Law Enforcement-Operating Cost	\$567.75	
06/11 4949			Travel/operating supplies	\$239.56	\$0.00 \$239.56
001008521003104			Law Enforcement-Operating Cost	\$143.03	
001008521004300			Law Enforce - Travel & Mtgs	\$96.53	
06/11 5242			web host fee/bkgrnd ck/advert	\$408.75	\$0.00 \$408.75
001007558003100			Planning - Office Supplies	\$14.25	
001013519903100			General Government - Operating	\$99.50	
101016542004400			Street Fund - Advertising	\$147.50	
410016542404400			Storm Water - Advertising	\$147.50	
06/11 6202			Staff dev/operating/travel	\$343.40	\$0.00 \$343.40
001001511604901			Legislative - Prof. Developmen	\$30.00	
001003511104901			Executive - Prof. Development	\$15.00	
001003513104101			Administration - Staff Develop	\$15.00	
001003513104300			Administration - Travel & Mtgs	\$17.50	
001003514104101			City Clerks-Staff Development	\$15.00	
001003516104101			Human Resources-Staff Developm	\$15.00	
001004514234300			Finance - Travel & Mtgs	\$17.50	
001007558004300			Planning - Travel & Mtgs	\$16.81	
001007558400001			Planning - Staff Development	\$15.00	
001008521004300			Law Enforce - Travel & Mtgs	\$17.50	
001008521004901			Law Enforcement - Staff Develo	\$15.00	
001013519903100			General Government - Operating	\$122.27	
101016542004001			Street Fund - Staff Developmen	\$15.00	
101016542004300			Street Fund - Travel & Mtgs	\$16.82	
06/11 7750			Software	\$274.34	\$0.00 \$274.34
101016542003102			Street Fund Operating Costs	\$274.34	
06/11 8109			Postage/op/travel/spring clean	\$917.71	\$0.00 \$917.71

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003104			Law Enforcement-Operating Cost	\$138.00	
001008521004200			Law Enforcement - Communicatio	\$400.00	
001008521004300			Law Enforce - Travel & Mtgs	\$294.33	
001013531007000			Earth Day Clean-Up	\$85.38	
06/11 9127			Travel/Communication	\$61.77	\$0.00
001008521004200			Law Enforcement - Communicatio	\$40.77	
001008521004300			Law Enforce - Travel & Mtgs	\$21.00	
31981	27-Jun-11	11952	Carquest Auto Parts Store		\$228.03
2421-160119			Taillight PW-4	\$74.09	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$74.09	
2421-160367			Misc oil and filters	\$89.36	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$89.36	
2421-160467			Misc oil and filters	\$64.58	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$64.58	
31982	27-Jun-11	13585	Cascade Engineering Services		\$810.00
ML-11032302556			radar calibration	\$810.00	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$810.00	
31983	27-Jun-11	12182	Central Welding Supply		\$39.03
161086			Mild Steel Wire 11lb	\$39.03	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$39.03	
31984	27-Jun-11	274	City of Everett		\$175.00
I11001586			Laboratory analysis	\$175.00	\$0.00
410016542404101			Storm Water - Professional Ser	\$175.00	
31985	27-Jun-11	12004	CITY OF MARYSVILLE		\$11,534.13
11-009			Court citations May 2011	\$11,534.13	\$0.00
001013512500001			Municipal Court Fees	\$11,534.13	
31986	27-Jun-11	284	City Of Snohomish		\$24.95
223			Channel 21	\$24.95	\$0.00
001013519904200			General Government - Communica	\$24.95	
31987	27-Jun-11	290	Co-Op Supply		\$75.94
187591			Lawn supplies/propane	\$75.94	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$75.94	

Detail Check Register

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Check No	Check Date	VendorNo	Vendor	Check Amount		
31988	27-Jun-11	13030	COMCAST			\$98.95
06/11 0443150			Communications-Internet	\$98.95	\$0.00	\$98.95
001003513104200			Administration-Communications	\$1.98		
001003514104200			City Clerks-Communications	\$1.98		
001003516104200			Human Resources-Communications	\$5.94		
001003518104200			IT Dept-Communications	\$3.96		
001004514234200			Finance - Communications	\$3.96		
001007558004200			Planning - Communication	\$15.83		
001008521004200			Law Enforcement - Communicatio	\$57.39		
001010576804200			Parks - Communication	\$2.64		
101016542004200			Street Fund - Communications	\$2.64		
410016542404200			Storm Water - Communications	\$2.63		
31989	27-Jun-11	13757	Comdata Corporation			\$12,264.43
20142060			Fuel	\$9,798.31	\$0.00	\$9,798.31
001008521003200			Law Enforcement - Fuel	\$9,798.31		
20142061			Fuel	\$2,466.12	\$0.00	\$2,466.12
001003518104300			IT Dept-Travel & Mtgs	\$60.97		
001007559003101			Building Department - Operatin	\$125.37		
101016542003200			Street Fund - Fuel	\$2,279.78		
31990	27-Jun-11	91	Corporate Office Supply			\$840.84
116084i			Stack sorter	\$14.98	\$0.00	\$14.98
001007558003100			Planning - Office Supplies	\$14.98		
116524i			Scale, Tabbing shield	\$78.19	\$0.00	\$78.19
001007558003100			Planning - Office Supplies	\$78.19		
117147i			Notebooks and report covers	\$76.67	\$0.00	\$76.67
101016542003101			Street Fund Office Supplies	\$76.67		
117148i			Tape, Ink, Corrections tape	\$46.33	\$0.00	\$46.33
101016542003101			Street Fund Office Supplies	\$46.33		
117688i			Office supplies	\$13.01	\$0.00	\$13.01
001008521003100			Law Enforcement - Office Suppl	\$13.01		
117905i			paper	\$227.68	\$0.00	\$227.68
001008521003100			Law Enforcement - Office Suppl	\$227.68		
118129i			Envelopes, CD-RW, Shelf liners	\$255.59	\$0.00	\$255.59

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001008521003100			Law Enforcement - Office Suppl	\$255.59		
1182561i			Office supplies - PW	\$128.39	\$0.00	\$128.39
101016542003102			Street Fund Operating Costs	\$128.39		
31991	27-Jun-11	9386	Crystal and Sierra Springs			\$165.34
5249844060111			Bottled water	\$165.34	\$0.00	\$165.34
001007559003101			Building Department - Operatin	\$41.34		
001013519904900			General Government - Miscellan	\$41.34		
101016542003102			Street Fund Operating Costs	\$41.34		
410016542403102			Storm Water - Operating Costs	\$41.32		
31992	27-Jun-11	13265	Dennis A. Irwin			\$300.00
June 2011			Dep Care Reimb	\$300.00	\$0.00	\$300.00
001000281000000			Payroll Liabilities	\$300.00		
31993	27-Jun-11	13027	DEPARTMENT OF LICENSING			\$234.00
964202,949411-36			Weapons permits	\$234.00	\$0.00	\$234.00
633008586000000			Gun Permit - State Remittance	\$234.00		
31994	27-Jun-11	12800	DEPT OF CORRECTIONS			\$474.17
MCC4591 0511			Maintenance	\$474.17	\$0.00	\$474.17
101016542004800			Street Fund - Repair & Mainten	\$347.30		
410016542404800			Storm Water - Repairs & Maint.	\$126.87		
31995	27-Jun-11	427	Derbys Welding LLC			\$50.77
MAT-0607			truck box repair	\$50.77	\$0.00	\$50.77
101016542004800			Street Fund - Repair & Mainten	\$50.77		
31996	27-Jun-11	473	Electronic Business Machines			\$247.63
066086			copier maint	\$135.77	\$0.00	\$135.77
001008521004800			Law Enforcement - Repair & Mai	\$135.77		
38504A			Panafax Toner	\$111.86	\$0.00	\$111.86
001007558003100			Planning - Office Supplies	\$55.93		
101016542003101			Street Fund Office Supplies	\$27.97		
410016542403101			Storm Water - Office Supplies	\$27.96		
31997	27-Jun-11	12393	GLENS RENTAL SALES & SERVICE			\$139.87
S2839			Compressor rental	\$139.87	\$0.00	\$139.87
101016542004500			Street Fund - Rentals/Leases	\$139.87		
31998	27-Jun-11	13500	HB Jaeger Co LLC			\$178.75
122250-1			50lb Bag Jet Set	\$50.43	\$0.00	\$50.43

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
410016542404800			Storm Water - Repairs & Maint.	\$50.43	
122258-1			50lb Bag Jet Set	\$50.43	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$50.43	
122259-1			Man Hole Extension	\$77.89	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$77.89	
31999	27-Jun-11	673	Home Depot		\$303.49
5012009			Running Boards for Utility Trailer	\$303.49	\$0.00
001010576804800			Parks - Repair & Maintenance	\$50.00	
101016542004800			Street Fund - Repair & Mainten	\$150.00	
410016542404800			Storm Water - Repairs & Maint.	\$103.49	
32000	27-Jun-11	13509	Industrial Supply, Inc		\$339.07
480273			Shirts, Pants	\$163.11	\$0.00
001010576802600			Parks - Clothing	\$93.61	
101016542002600			Street Fund - Clothing	\$69.50	
480675			Safety glasses, ear plugs	\$146.05	\$0.00
101016542003102			Street Fund Operating Costs	\$146.05	
480948			Bearkat Glasses	\$29.91	\$0.00
101016542003102			Street Fund Operating Costs	\$29.91	
32001	27-Jun-11	13232	Integra Telecom, Inc		\$868.71
8416515			Communications	\$868.71	\$0.00
001003513104200			Administration-Communications	\$6.64	
001003514104200			City Clerks-Communications	\$7.75	
001003516104200			Human Resources-Communications	\$7.19	
001003518104200			IT Dept-Communications	\$18.81	
001004514234200			Finance - Communications	\$14.94	
001007558004200			Planning - Communication	\$55.23	
001007559004200			Building Department - Communci	\$36.87	
001008521004200			Law Enforcement - Communicatio	\$141.78	
001010575304200			Historical - Communications	\$36.87	
001013519904200			General Government - Communica	\$262.89	
001013555504200			Commnity Center-Communication	\$36.87	
101016542004200			Street Fund - Communications	\$120.26	
410016542404200			Storm Water - Communications	\$122.61	
32002	27-Jun-11	13130	J & J Polygraph Service, LLC		\$175.00
1113			Hudson Polygraph	\$175.00	\$0.00

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004100			Law Enforcement - Professional	\$175.00	
32003	27-Jun-11	13162	Jackelyn Eilert		\$245.68
1/11-5/11			Med Flex reimbursment	\$245.68	\$0.00
001000281000000			Payroll Liabilities	\$245.68	
32004	27-Jun-11	13327	Jennifer Anderson		\$360.00
June 2011			Dep Care Reimb	\$360.00	\$0.00
001000281000000			Payroll Liabilities	\$360.00	
32005	27-Jun-11	13279	KCDA Purchasing Coop		\$2,924.65
3485829			PW - PK Paper and office supplies	\$2,924.65	\$0.00
001010576803100			Parks - Operating Costs	\$2,924.65	
32006	27-Jun-11	626	Lake Stevens Chamber of Commer		\$120.00
2602			Member mtg	\$120.00	\$0.00
001003511104901			Executive - Prof. Development	\$40.00	
001003513104101			Administration - Staff Develop	\$40.00	
001008521004901			Law Enforcement - Staff Develo	\$40.00	
32007	27-Jun-11	852	Lake Stevens Journal		\$70.35
75172			Advertising - permit ap Aquafest 201	\$70.35	\$0.00
001007558004400			Planning - Advertising	\$70.35	
32008	27-Jun-11	12751	LAKE STEVENS POLICE GUILD		\$849.00
06/15/11			Union dues	\$849.00	\$0.00
001000281000000			Payroll Liabilities	\$849.00	
32009	27-Jun-11	9340	Lake Stevens School District		\$236.00
8367			Council chamber rental & Custodia	\$236.00	\$0.00
001013519903100			General Government - Operating	\$236.00	
32010	27-Jun-11	923	Loren Waxler, Attorney		\$277.50
C8214L			Public defender	\$277.50	\$0.00
001013512800000			Court Appointed Attorney Fees	\$277.50	
32011	27-Jun-11	13774	Maltby Container & Recycling		\$85.00
19738			Dump fees	\$85.00	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$85.00	
32012	27-Jun-11	1091	Office Of The State Treasurer		\$23,694.73
May 2011			May 2011 State Court Fees	\$23,694.73	\$0.00

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
633008559005100			Building Department - State Bl	\$72.00	
633008589000003			Public Safety And Ed. (1986 As	\$10,701.18	
633008589000004			Public Safety And Education	\$6,315.95	
633008589000005			Judicial Information System-Ci	\$2,894.94	
633008589000007			Crime Laboratory Analysis Fee	\$381.69	
633008589000008			Trauma Care	\$1,162.16	
633008589000009			school zone safety	\$334.20	
633008589000010			Public Safety Ed #3	\$250.19	
633008589000011			Auto Theft Prevention	\$1,582.42	
32013	27-Jun-11	13830	OrchidCellmark		\$610.00
010-053683			Professional svcs - Investigations	\$610.00	\$0.00
001008521004100			Law Enforcement - Professional	\$610.00	
32014	27-Jun-11	1053	Patricks Printing		\$85.72
40961			Business cards, Galuska	\$85.72	\$0.00
001007558003100			Planning - Office Supplies	\$85.72	
32015	27-Jun-11	1066	PERTEET ENGINEERING, INC.		\$1,985.00
20080052.001-49			Prof Services - Sutherland	\$1,800.00	\$0.00
001007558004107			Planning-CA - Developer Reimb	\$1,800.00	
20080052.002-19			Professional services	\$185.00	\$0.00
001007558004110			Planning - GIS Mapping	\$185.00	
32016	27-Jun-11	12450	PITNEY BOWES		\$176.00
2815967-JN11			Postage machine rental	\$176.00	\$0.00
001013519904500			General Government-Equip Renta	\$176.00	
32017	27-Jun-11	11869	PUGET SOUND ENERGY		\$197.50
06/07/11			Utilities - Gas	\$107.38	\$0.00
001010576804700			Parks - Utilities	\$35.79	
101016542004700			Street Fund - Utilities	\$35.79	
410016542404701			Storm Water Utilities	\$35.80	
6/7 1294748676			Utilities - Gas	\$90.12	\$0.00
001010576804700			Parks - Utilities	\$30.04	
101016542004700			Street Fund - Utilities	\$30.04	
410016542404701			Storm Water Utilities	\$30.04	
32018	27-Jun-11	858	Rotary Club of Lake Stevens		\$100.00
102			2nd half 2011 Dues	\$100.00	\$0.00
001008521004900			Law Enforcement - Miscellaneou	\$100.00	

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32019	27-Jun-11	13842	Shannon & Wilson Inc		\$750.00
21-1-12328		36th St - Prof svcs		\$750.00	\$0.00
101016595616440		36th Street Bridge Repair		\$750.00	
32020	27-Jun-11	13363	Six Robblees Inc.		\$40.23
14-234245		5/8 Forged D-Ring		\$40.23	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$40.23	
32021	27-Jun-11	12961	SNOHOMISH COUNTY PUD		\$2,101.17
110379793		Utilities - electric		\$463.42	\$0.00
001013519904700		General Government - Utilities		\$463.42	
110379794		Utilities - electric		\$744.39	\$0.00
001012572504700		Library - Utilities		\$608.77	
001013519904700		General Government - Utilities		\$135.62	
117021719		Utilities - electric		\$246.18	\$0.00
101016542630000		Street Fund - Street Lighting		\$246.18	
123666378		Utilities - electric		\$150.99	\$0.00
410016542404700		Storm Water-Aerat. Utilities		\$150.99	
126981675		Utilities - electric		\$87.00	\$0.00
101016542630000		Street Fund - Street Lighting		\$87.00	
126982906		Utilities - electric		\$107.35	\$0.00
101016542630000		Street Fund - Street Lighting		\$107.35	
136841276		Utilities - electric		\$114.25	\$0.00
101016542630000		Street Fund - Street Lighting		\$114.25	
136844714		Utilities - electric		\$187.59	\$0.00
001010576804700		Parks - Utilities		\$62.53	
101016542004700		Street Fund - Utilities		\$62.53	
410016542404701		Storm Water Utilities		\$62.53	
32022	27-Jun-11	12961	SNOHOMISH COUNTY PUD		\$101.88
123661308		Utilities - electric		\$72.14	\$0.00
001010576804700		Parks - Utilities		\$72.14	
133606628		Utilities - electric		\$29.74	\$0.00
001010576804700		Parks - Utilities		\$29.74	

Detail Check Register

23-Jun-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32023	27-Jun-11	1388	Snohomish County Treasurer		\$443.16
05/2011			May 2011 Crime Victims Compensa	\$443.16	\$0.00
633008589000001			Crime Victims Compensation	\$443.16	
32024	27-Jun-11	13821	Terminix Commercial		\$59.51
305224924			Pest control services	\$59.51	\$0.00
001010576803101			Parks-Eagle Ridge Pk Exp	\$59.51	
32025	27-Jun-11	13045	UPS		\$48.07
74Y42241			Evidences shipping	\$48.07	\$0.00
001008521004200			Law Enforcement - Communicatio	\$48.07	
32026	27-Jun-11	1584	WA Assoc. Of Sheriffs and Poli		\$600.00
INV023534			Spring Conference-Lorentzen	\$300.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$300.00	
INV023622			Spring Conference-Ubert	\$300.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$300.00	
32027	27-Jun-11	13846	AquaTechnex		\$12,489.00
2946			Task One - Millfoil Control	\$12,489.00	\$0.00
410016531503103			DOE-G1000533- Aquatic Weed Grt	\$12,489.00	
Total Of Checks:					\$95,493.69



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 27, 2010

Subject: Nourse Development Agreement Amendment No. 1 (LU2011-9)

Contact Person/Department: Karen Watkins

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a public hearing on the development agreement amendment on June 27, 2011.

SUMMARY: The applicant submitted a request for a Development Agreement Amendment and Conditional Use Permit Extension on April 18, 2011. The Development Agreement Amendment requires action by the City Council. The Conditional Use Permit Extension is an administrative decision by the Planning Director, which will occur after Council action. It was determined the development agreement amendment to extend the effective date does not require Planning Commission review and recommendation. The resolution and development agreement amendment have been reviewed as to form by the City Attorney. The development agreement amendment has been reviewed and approved by the property owners.

DISCUSSION: On March 26, 2007, the City Council approved the Development Agreement with L116 Nourse, LLC. Cascade Bank through Colby RE, LLC and Gray1 Washington LLC are the current owners. The recorded agreement provides for amendment by the parties in writing. On April 18, 2011, Cascade Bank and Gray1 Washington applied for a five-year extension to the recorded Development Agreement (LU2011-9). Concurrently, they requested a permit extension of the associated Conditional Use Permit (CU2006-1).

A Notice of Application was issued on May 19, 2011 (*Attachment 1*). No comments were received on the notice. An Addendum to the SEPA Mitigated Determination of Nonsignificance was issued on June 6, 2011 (*Attachment 2*). Two comment letters were received (*Attachment 3*) and one phone call from Paul Anderson, a Washington Department of Ecology biologist. A notice of the public hearing was published in the Lake Stevens Journal on June 8 and 15, 2011 as required by LSMC 14.16B.650 for City Council public hearings and LSMC 14.16A.225 for noticing requirements (*Attachment 4*).

Extension Request

The request for the amendment to the development agreement expiration date is due to the adverse market conditions and the inability to secure construction and development financing. The project has not been able to be completed in the timeframes initially contemplated. The current owners would like to keep the development agreement as recorded in effect and extend the time period in order to complete the project. The owners believe the additional five years would allow the real estate and financial markets to recover and allow the project to be built out according to the approved plan.

The new owners of the property cleaned up the properties and demolished the existing structures at the request of the City. In addition, the new owners paid all outstanding invoices on the project before applying for the development agreement amendment. There are no substantial changes in the approved plans or specifications.

Lake Stevens Municipal Code 14.16C.060 Development Agreements

The LSMC includes standards and design criteria for development agreements and Section 14.16C.060(e) clearly states the agreement may not exceed 10 years. The recorded development agreement was approved for five years (April 25, 2007 to April 25, 2012). The request is for an additional five years for a total of 10 years (April 25, 2007 to April 25, 2017).

Requirements of Amendment

It was decided that an Estimated Project Schedule would be required for the requested development agreement extension and yearly reporting on the schedule by the owners. The Estimated Project Schedule is included in the Development Agreement Amendment No. 1 an exhibit of Resolution No. 2011-7 (*Attachment 5*). The schedule provides a guide to the steps to complete development of all four phases by the April 25, 2017 termination date of the Development Agreement. There is no allowance for an additional extension as the land use code is clear in allowing a maximum term of 10 years for a development agreement. A development agreement is recorded on the property and so runs with the land, not a specific owner. The approved Development Agreement is included in Attachment 6.

Decision Criteria

LSMC 14.16C.060(d) provides the decision criteria for approval of a development agreement. It has been determined the same criteria should also be used for any amendments. The criteria are listed below with staff's determination on how the proposal meets each criterion. All relevant criteria are met by the proposed amendment.

Decision Criteria. The City Council may adopt a development agreement upon passage of a resolution with findings that:

- (1) *The proposed agreement is compatible with the goals and policies of the Comprehensive Plan;*

The proposal to extend the development agreement for an additional five years and the additional requirement of yearly reports on the Estimated Project Schedule is compatible with the goals and policies of the Comprehensive Plan – **CRITERION MET**

- (2) *The proposed agreement is consistent with applicable development regulations;*

The proposal to extend the development agreement for an additional five years and the additional requirement of yearly reports on the Estimated Project Schedule meets the development regulations related to development agreements and the effective period not to exceed 10 years – **CRITERION MET**

(3) The proposed agreement provides for adequate mitigation of adverse environmental impacts; provided, that if the development is not sufficiently characterized at a project level, the agreement shall provide a process for evaluating and appropriately mitigating such impacts in the future; and

The proposal to extend the development agreement for an additional five years and the additional requirement of yearly reports on the Estimated Project Schedule does not modify environmental impacts of the project – **CRITERION MET**

(4) The proposed agreement reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

The proposal to extend the development agreement for an additional five years and the additional requirement of yearly reports on the Estimated Project Schedule does not modify any authority to impose regulations if a threat to public health and safety exists – **CRITERION MET**

Conditional Use Permit Extension

If the Development Agreement Amendment No. 1 is approved by the City Council, the Planning Director will extend the associated Conditional Use Permit (CUP2006-1) to April 25, 2017.

Recording of Development Agreement

If approved by the City Council, the Development Agreement will be recorded with Snohomish County on all parcels. The agreement runs with the land and will be binding on the parties and their successors.

APPLICABLE CITY POLICIES: LSMC 14.16C.055 Development Agreements

BUDGET IMPACT: None.

ATTACHMENTS:

- Attachment 1 – Notice of Application
- Attachment 2 – Addendum to the SEPA Mitigated Determination of Nonsignificance
- Attachment 3 – Comment Letters
- Attachment 4 – Notice for Publication in the Lake Stevens Journal
- Attachment 5 – Resolution No. 2011-7 and attached Development Agreement Amendment No. 1
- Attachment 6 – Approved Nourse Development Agreement



NOTICE OF APPLICATION CONDITIONAL USE PERMIT EXTENSION & DEVELOPMENT AGREEMENT AMENDMENT

The City of Lake Stevens has received an application for Conditional Use Permit Extension concurrent with a Development Agreement Amendment on the project described below.

Project Name/No.: Nourse Development Agreement Amendment – LU2011-9
Nourse Conditional Use Permit Extension – CU2006-1

Project Location: The project is located in Lake Stevens, WA south of State Route 92, east of Callow Road, north of Oak Road and Cedar Road, and west of 109th Ave NE. **Section 6, Township 29, Range 06**

Applicants: Colby RE LLC (Cascade Bank) & Gray 1 Washington LLC

Proposed Project Description: A Conditional Use Permit was issued on February 1, 2007 for 288 single family detached units on a 70 acre site with associated site work and improvements. The Development Agreement was approved by the City Council on April 25, 2007 with a five year effective date. The Conditional Use Permit expiration is tied to the Development Agreement with a current effective date of April 25, 2012 for both. The applicant is requesting an extension of the Development Agreement and Conditional Use Permit by five years to April 25, 2017.

Review and Appeal Process:

Development Agreement Extension. The City Council makes the decision to approve, approve with conditions or to deny the Development Agreement extension. The Council decision may be appealed by filing under Chapter 36.70C RCW, Land Use Petition Act within 21 days of the decision.

Conditional Use Permit Extension. The Planning Director makes the decision to approve, approve with conditions, or to deny the Conditional Use Permit extension. A decision on this application will be made within 120 days from the date of completeness. Once the decision is issued, appeals must be filed within 14 days pursuant to Lake Stevens Municipal Code 14.16B.710. Filing of an appeal shall require a written description of the specific aspect of the decision being appealed, rationale for the appeal, supporting evidence, and a filing fee.

Permits/Approvals Required for the project include development agreement amendment, conditional use permit extension, SEPA environmental review. Construction Plan approval, grading and filling permits, and building permits for subsequent home construction will be required prior to development occurs.

SEPA Environmental Review: A SEPA threshold determination will be prepared after the Public Comment period ends.

Date of Application: April 18, 2011

Completeness Date: May 16, 2011

Notice of Application Issued: May 19, 2011

Public Review and Comment Period: The project file may be viewed at the City of Lake Stevens Permit Center, 1812 Main Street, Monday-Friday, 8 am to 5 pm. For further information or to submit written comments, please contact the Project Planner.

For Further Information or to submit written comments, please contact: Karen Watkins, P.O. Box 257, Lake Stevens, WA 98258. (425) 377-3221, kwatkins@ci.lake-stevens.wa.us.

Upon publication of the Notice of Application, there is a 15-day period comment period. **The deadline for public comments is 5:00 PM, June 3, 2011**

It is the City's goal to comply with the American with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.

Distribution:

Applicant
Official City Notification Boards (City Hall, Subject Property)
Surrounding Property Owners
Everett Herald



ADDENDUM TO **MITIGATED DETERMINATION OF NONSIGNIFICANCE**

Issuance Date: June 6, 2011 (**Original Issuance Date:** October 18, 2006)

Project Name (No.): L116-1 Nourse (CU2006-1 Conditional Use Permit Extension; LU2011-9 Development Agreement Amendment)

Applicant: Colby RE LLC (Cascade Bank) & Gray 1 Washington LLC

Description of Proposal: The applicant is requesting an extension of the Development Agreement and Conditional Use Permit by five years to April 25, 2017. No change to the project description for the MDNS is proposed. A Conditional Use Permit was issued on February 1, 2007 for 288 single family detached units on a 70 acre site with associated internal road and pedestrian access, frontage improvements, underground utilities, open space, and drainage treatment/detention facilities. Development of the site will result in 60% of the property being developed with approximately 32 acres devoted to open space/NGPA area. The development will occur in four phases. The proposal also includes extending the sewer lines in Callow Road. The Development Agreement was approved by the City Council on April 25, 2007 with a five year effective date. The Conditional Use Permit expiration is tied to the Development Agreement with a current effective date of April 25, 2012 for both. Proposed development of the 70.10-acre site includes construction of 288 single-family residences

Project Location: The project is located in Lake Stevens, WA south of State Route 92, east of Callow Road, north of Oak Road and Cedar Road, and west of 109th Ave NE. Section 6, Township 29, Range 06

Contact Person: Karen Watkins, Principal Planner, (425) 377-3221

Responsible Official:


Rebecca Ableman, SEPA Responsible Official
Department of Planning and Community Development

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

Mitigation Measures: The mitigation measures adopted with the original MDNS determination are not proposed to change. The original MDNS with mitigation measures as available to view at the Lake Stevens Permit Center, 1812 Main Street, Lake Stevens from 8 am to 5 pm, Monday – Friday.

Comments on the Threshold Determination: An addendum does not require a comment period.

Appeals: You may appeal this addendum to MDNS by submitting an appeal to the address below prior to 5:00 P.M. on June 13, 2011. The appeal must be in written form, contain a concise statement of the matter being appealed and the basic rationale for the appeal. A fee is required per the City's Fee Resolution. Please note that failure to file a timely and complete appeal shall constitute a waiver of all rights to an administrative appeal under City code. Appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258.

**Ms. Karen Watkins, Senior Planner
City of Lake Stevens**

May 24, 2011

This letter is to ask that the Lake Stevens Planning Department and Planning Director deny the extension of the Colby/Gray/Nourse developer's agreement and conditional use permit for the following reasons:

- 1. Vesting a project under old rules and regulations for 10 years is unsustainable planning and is actually anathema to the idea of "planning" itself. Planning is supposed to look forward, not backward a full decade. In ten years, traffic/school concurrencies, critical area ordinances, EDDS, etc., will have changed. The project needs to reflect those changes too.**
- 2. 288 air condos do not fit the look and feel of the surrounding neighborhoods, especially to the east. That kind of residence, on those tiny lots, are not compatible with the current residences.**
- 3. 288 air condos do not have the urban level of services nearby to sustain those densities. There are only minimal retail shops and no transit nearby. The two exits to Highway 92, on Callow Rd. and 113th, are current death traps, without 288 more families going in and out.**
- 4. The land use and zoning changes for this project came in a slam-bang annexation....county, annexation, city. The original owners who pushed so hard for 288 air condos are all gone or broke. The neighbors, who resisted the project in the 1st place are still there. Who does the City of Lake Stevens care about more?**

Please deny the requested extensions for this project. Also, please add my name to the Parties of Record for Colby/Gray.

Thanks,

**Tom Matlack
2504 112th Dr. NE
425-334-7713; tnmatlack@comcast.net**

Ms. Karen Watkins
City of Lake Stevens

May 31st, 2011

This letter is to ask that the Lake Stevens Planning Department and Planning Director **deny** the extension of the Colby/Gray/Nourse developer's agreement and conditional use permit for the following reasons, but not limited to:

1. Vesting a project under old rules and regulations for 10 years is unsustainable planning. In ten years, traffic/school concurrencies, critical area ordinances, EDDS, etc., will have changed. The project plan needs to be reset to account for the myriad of changes.
2. 288 air condos do not fit the look and feel of the surrounding neighborhoods, especially to the east. The compatibility with other newer houses in the area does not exist.
3. 288 air condos do not have the urban level of services nearby to sustain those densities. There are only minimal retail shops and no transit nearby. Highway infrastructure (Highway 92, Callow Rd., 113th, etc.) will not handle the additional ~ 576 automobiles.
4. This project was vetted through the channels when economic times were much different. Original project managers are no longer in business or operate as a different entity today.
5. Schools, civil service, city maintenance and other services are operating at capacity or exceeding capacity and will be pressed to service this impact.
6. Will the additional 288 units concur with the consistently changing environmental regulations?

Please deny the requested extensions for this project. Also, please add my name to the Parties of Record for Colby/Gray.

Thanks,

Scott Denny, 10807 29th St NE., Lake Stevens, WA 98258, denny.4@comcast.net



NOTICE OF PUBLIC HEARING Lake Stevens City Council

L116- Nourse Development Agreement Amendment

The Lake Stevens City Council is scheduled to conduct a public hearing on Monday, June 27, 2011 at 7:00 PM in the Lake Stevens School District Educational Center (12309 22nd Street NE) to consider an amendment to the executed L116-1 Nourse Development Agreement (LU2011-9). Public testimony will be accepted at the hearing.

The Development Agreement is related to a Conditional Use Permit (CU2006-1) approved by the Hearing Examiner on February 1, 2007. The Development Agreement was executed by the City Council on April 25, 2007 with an expiration date of April 25, 2012. Due to adverse market conditions, the applicant has been unable to begin project construction and has requested, under section 15 of the Agreement and LSMC 14.16C.110(e), an amendment to the Development Agreement to extend the expiration date to April 25, 2017.

The Conditional Use Permit expiration date is tied to the expiration of the Development Agreement. Therefore a separate permit extension has been requested under LSMC 14.16A.250(f). The permit extension is an administrative decision and will only be granted if the Development Agreement amendment is approved by the City Council.

The staff report for the Development Agreement amendment is available for review in the Permit Center at 1812 Main Street, Lake Stevens. ADA information may be found at www.ci.lake-stevens.wa.us.

Comments regarding the proposed Development Agreement amendment may be submitted orally during the hearing or in writing any time prior to the hearing by sending them to City Hall, attn: Karen Watkins, PO Box 257, Lake Stevens, WA 98258 or by email at kwatkins@ci.lake-stevens.wa.us. For questions, contact Karen Watkins at 425-377-3221.

CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2011-7

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY AND L116-1 NOURSE, LLC (Snohomish County
Auditor File #200706140102) FOR A 5-YEAR EXTENSION.**

WHEREAS, the Legislature, through RCW Sections 36.70B.170 through .210 has authorized the City to enter into development agreements; and

WHEREAS, the Lake Stevens City Council approved the Development Agreement with L116 Nourse, LLC recorded for the Nourse Property under Snohomish County Auditor File #200706140102 (DEVELOPMENT AGREEMENT) by Resolution 2007-9 on March 26, 2007; and

WHEREAS, Colby RE, LLC and Gray1 Washington, LLC are the current property owners, are the “successors and assigns” of the DEVELOPMENT AGREEMENT - Snohomish County Auditor File #200706140102 and are bound to the terms; and

WHEREAS, the DEVELOPMENT AGREEMENT provides for amendment by the parties in writing; and

WHEREAS, on April 18, 2011, Colby RE, LLC and Gray1 Washington LLC applied for a five year extension to the DEVELOPMENT AGREEMENT (LU2011-9) recorded for the Nourse Property under Snohomish County Auditor File #200706140102 due to the downturn in the real estate market and changes in the availability of funding for development projects; and

WHEREAS, LSMC 14.16C.055(e) allows a development agreement for a duration not to exceed 10 years and the DEVELOPMENT AGREEMENT was originally approved for five years; and

WHEREAS, the only changes to the DEVELOPMENT AGREEMENT are to extend the effective term of the agreement an additional five years and the addition of an Estimated Project; and

WHEREAS, Colby RE, LLC and Gray1 Washington, LLC as the current owners, “successors and assigns,” agree to all requirements, terms and conditions of the DEVELOPMENT AGREEMENT in *Exhibit No. 2* and Amendment No. 1 to Development Agreement attached in *Exhibit No. 1*; and

WHEREAS, on June 6, 2011, the City issued a State Environmental Policy Act Addendum to Mitigated Determination of Nonsignificance, which addresses the 5-year extension of the DEVELOPMENT AGREEMENT ; and

WHEREAS, the City determined no Planning Commission review was required to extend the effective term of the agreement; and

WHEREAS, on June 8 and 15, 2011, a notice of the public hearing was posted in the Lake Stevens Journal, and mailed to all parties of record and all property owners within 300 feet of the subject property; and

WHEREAS, the City Council held a public hearing on June 27, 2011 to consider extending the effective term of the agreement an additional five years from April 25, 2012 to April 25, 2017 and updating the names of the current owners consistent with RCW 36.70B.200.

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

Section 1. Amendment No. 1 - 5-Year Extension to the DEVELOPMENT AGREEMENT between the City of Lake Stevens and Colby RE, LLC and Gray1 Washington, LLC, which is attached hereto and incorporated by reference as *Exhibit No. 1* and includes the DEVELOPMENT AGREEMENT, is hereby approved.

Section 2. 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 3. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this ___ day of _____, 2011.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading:

Published:

Effective Date:

EXHIBIT NO. 1

**Amendment No.1 /5-Year Extension
To Development Agreement Recorded for the Nourse Property Under Snohomish County
Auditor File #200706140102
(DEVELOPMENT AGREEMENT)
Nourse Property (CUP 2006-1)**

This Amendment No. 1 / 5-Year Extension (AMENDMENT) is entered into this _____ day of _____, 2011 by and between the City of Lake Stevens, Washington, a Washington municipal corporation (the "City"), and Colby RE, LLC, a Washington Corporation and Gray1 Washington, LLC, a Washington limited liability company ("Owners") as the successors and assigns of L116-1 Nourse, LLC.

WHEREAS, the AMENDMENT is to extend the DEVELOPMENT AGREEMENT duration an additional five years from a termination date of April 25, 2012 to April 25, 2017; and

WHEREAS, the Owners are legally authorized to enter into this AMENDMENT; and

WHEREAS, the original owner, L116-1 Nourse, LLC, entered into the DEVELOPMENT AGREEMENT and the current owners Colby RE, LLC and Gray1 Washington, LLC agree to all terms conditions and requirements of the DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor File No. 200706140102 adopted and incorporated by reference; and

WHEREAS, on October 4, 2010, Colby RE, LLC and Gray1 Washington LLC requested an extension to the DEVELOPMENT AGREEMENT recorded for the Nourse Property under Snohomish County Auditor File No. 200706140102 due to the downturn in the real estate market and changes in the availability of funding for development projects; and

WHEREAS, LSMC 14.16C.055(e) allows a development agreement for a duration not to exceed 10 years and the original development agreement was approved for five years; and

WHEREAS, the only amendments to the DEVELOPMENT AGREEMENT are to Section 4, the effective term of the agreement and the addition of an Estimated Project Schedule and to Section 15 adding language regarding an Owners reporting requirement.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owners agree as follows:

- A. The Owners assume and agree to all terms, requirements and conditions of the DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor No. 200706140102, are adopted and incorporated by reference.
- B. Section 4 of the DEVELOPMENT AGREEMENT is hereby amended to allow for a total term of 10 years from the original date of execution of April 25, 2007 to April 25, 2017 and to read as follows:

EXHIBIT NO. 1

4. This Development Agreement shall be effective for the term of 10 years following the date of execution (April 25, 2007) based on development progress shown by Owners as estimated in the Estimated Project Schedule below. Upon expiration of such period, this Development Agreement shall automatically terminate unless construction continues under a building permit issued before the expiration of this Agreement.

ESTIMATED PROJECT SCHEDULE

STEP	ESTIMATED DATE	ACTION
1	October 2011	Complete comment resolution for construction plan review.
2	January 2012	Initiate off-site civil engineering design.
3	Spring 2012	Resubmit final construction plan iterations to City of Lake Stevens for final comment resolution for construction plan review.
4	Summer 2012	Receive final construction plan approvals for phases 1 and 2 from City of Lake Stevens.
5	Spring 2013	Phase 1 and 2 preconstruction coordination and planning with City of Lake Stevens.
6	Spring 2013	Commence construction on phases 1 and 2.
7	Summer 2013	Builder to submit for model home permits for phases 1 and 2.
8	Winter 2013	Final completion and recording of phases 1 and 2.
9	Summer 2014	Submit civil plans to City of Lake Stevens for phases 3 and 4 for construction plan review. Submit/finalize ROW Vacation.
10	Fall 2014	Receive civil construction plan approval from City of Lake Stevens on phases 3 and 4.
11	Winter 2015	Receive final approvals from Army Corps of Engineers on small wetland impacts for phases 3 and 4.
12	Spring 2016	Phase 3 and 4 preconstruction coordination and planning with City of Lake Stevens and obtain grading permit.
13	Spring 2016	Commence construction on phases 3 and 4.
14	Summer 2016	Builder to submit for model home permits for phases 3 and 4.
15	TBD	Final completion and recording of phases 3 and 4.
16	April 25, 2017	Automatic Termination of Development Agreement

EXHIBIT NO. 1

C. Section 15 of the DEVELOPMENT AGREEMENT is hereby amended to require Owners reporting of activity pursuant to the Estimated Project to read as follows:

15. Owners will submit an annual report to City detailing completion progress of the steps listed on the Estimated Project Schedule. The report shall be submitted within one year of the DEVELOPMENT AGREEMENT amendment date above and annually thereafter for the duration of this Amendment No. 1.

This Agreement shall not be modified or amended except in writing signed by the City and Owner or their respective successors in interest, except for changes to the Estimated Project Schedule in between annual reports should be submitted to the Planning Director.

D. All other requirements of the DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor No. 200706140102 are adopted and incorporated by this reference and remain in effect and unchanged.

E. The undersigned are authorized to enter into this agreement and bind the parties.

EXECUTED THIS _____ DAY OF _____, 2011.

OWNER:
Colby RE, LLC

CITY OF LAKE STEVENS:

By: _____
Rob Disotell

(Title)

By: _____
Vern Little, Mayor

OWNER:
Gray1 Washington, LLC

APPROVED AS TO FORM:

By _____
Keith Horne, President

By: _____
Grant K. Weed, City Attorney

Return Address:

City Clerk
Lake Stevens City Hall
1812 Main Street
P O Box 257
Lake Stevens, Washington 98258


200706140102 43 PGS
06/14/2007 9:36am \$74.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document **must** be filled in)

1 Development Agreement

Reference Number(s) of Documents assigned or released: N/A

Grantor(s) (Last name, first name, initials)

1 L-116 Nourse, LLC, a Washington limited liability company

Grantee(s) (Last name first, then first name and initials)

1 City of Lake Stevens, a Washington municipal corporation

Legal description (abbreviated i.e. lot, block, plat or section, township, range)

SEC 06 TWP 29 RGE 06

Legal description is attached as "Exhibit A" to this document + See Pages 5-8 for additional legals

Assessor's Property Tax Parcel/Account Number: 29060600403300, 29060600403200, 29060600403100, 29060600403000, 29060600402900, 29060600402800, 29060600402700, 29060600402600, 29060600402500, 00385700200100, 29060600200900, 29060600300500, 29060600302200, 29060600300400, 29060600302500, 29060600302600, 29060600301800, 29060600301700, 00385700500101

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Development Agreement

This Development Agreement ("Development Agreement" or "Agreement") is entered into this 25th day of April, 2007 by and between the City of Lake Stevens, Washington, a Washington municipal corporation (the "City"), and L116-1 Nourse, LLC, a Washington limited liability company ("Owner")

WHEREAS, the Legislature, through RCW Sections 36.70B 170 through 210 has authorized the City to enter into a development agreements; and

WHEREAS, Owner owns approximately 70 10 acres within the City of Lake Stevens, legally described as set forth in the attached Exhibit A (the "Nourse Property"), and

WHEREAS, Owner wishes to develop the Nourse Property for 288 single family detached residences; and

WHEREAS, in authorizing development agreements pursuant to RCW Sections 36.70B.170-210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public, and

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36 70A RCW; and to mitigate the impacts of such development; and

WHEREAS, the City held a public hearing on March 26, 2007, to consider this Development Agreement, and the City Council adopted Resolution No. 2007-9, approving this Development Agreement, consistent with RCW 36 70B.200; and

WHEREAS, after due consideration of the terms of this agreement and public hearing, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the appropriate zoning and preliminary development plan for the Nourse Property,

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owner agree as follows

1. The Owner agrees to comply with all terms of the City of Lake Stevens Ordinance 719, dated January 12, 2006, relating to the Greenspace-CAM West Annexation, which Ordinance is attached hereto as Exhibit B and incorporated herein as if set forth in full. The terms of the annexation and Multi-Family Residential zoning on the L116-1 Nourse, LLC property are

- specifically set forth in Exhibit B at pages 11-12, section 7, sub (a)-(d). The Owner agrees to comply with all such terms.
2. Per the Lake Stevens Hearing Examiner report for a Conditional Use Permit on the L116-1 Nourse, LLC project ("CUP"), the Owner agrees to all conditions (#1-28) of the Hearing Examiner Theodore Paul Hunter approval signed Feb 1, 2007, attached hereto as Exhibit C and incorporated herein by this reference. The Owner also agrees to all conditions (#1-8) of the October 18, 2006 Determination of Nonsignificance by Responsible Official Rebecca Ableman, attached hereto as Exhibit D and incorporated herein by this reference.
 3. Except as otherwise specifically provided herein, Owner shall comply with all City ordinances, regulations, development standards and policies in effect at the time the complete CUP application was submitted to the City, provided that if relevant ordinances, regulations, development standards and policies are modified prior to approval of the related permits, the Owner may, at its option, elect to comply with the newer requirements without changing their vesting date for the remainder of the applicable regulations. Owner shall be subject to all pertinent impact fee requirements, including parks, transportation and school impact fees, which shall not vest and may be modified by the City at any time. Pursuant to RCW 36.70B 170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.
 4. This Development Agreement shall be effective for a term of 5 years following the date of execution. Upon expiration of such period, this Development Agreement shall automatically terminate.
 5. Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.
 6. This Development Agreement shall be recorded at the Snohomish County Auditor's Office.
 7. As provided in the Hearing Examiner's CUP decision, a copy of this Development Agreement shall be provided to all parties of record in the CUP proceeding within 60 days of CUP approval, which period expires on April 1, 2007.
 8. This Development Agreement is a covenant running with the land and is binding on the heirs, personal representatives, successors and assigns of the parties herein.
 9. A permit or approval issued by the City after the execution of this Development Agreement and after the effective date of annexation must be consistent with this Development Agreement.

10. Nothing in this Development Agreement shall be construed to restrict the authority of the City to exercise its power and discretion to rezone the Real Property following expiration of the term of this Development Agreement.
11. In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to bring an action for specific performance and/or injunctive relief. In addition, in the event of breach by one or more owners, the City shall be entitled to stop work on any pending development by the breaching owner and shall be entitled to withhold approval of pending permit applications submitted by the breaching owner. In the event either party commences an action to enforce this agreement or for other relief pursuant to this agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorneys fees, including costs and fees on appeal.
12. In the event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner and the City shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. In the event that a dispute is not resolved through party consultation, the matter shall be scheduled for mediation before a mutually agreed upon neutral party. If the matter is not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.
13. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.
14. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.
15. This Agreement shall not be modified or amended except in writing signed by the City and Owner or their respective successors in interest.
16. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
17. The Owner agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, the Owner shall disclose the existence of this Agreement to the interested party.

- 18. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement
- 19. This Agreement shall not be construed as a waiver of any and all other development regulations of the City or other governmental agencies applicable to the development of Owner's property

EXECUTED THIS 25th DAY OF April, 2007

OWNERS:
L116-1 Nourse, LLC

By *Malcolm McNaughton*
Malcolm McNaughton
Authorized Agent

CITY OF LAKE STEVENS

By *Vern Little*
Vern Little
Mayor

Approved as to form:

Grant K. Weed, City Attorney

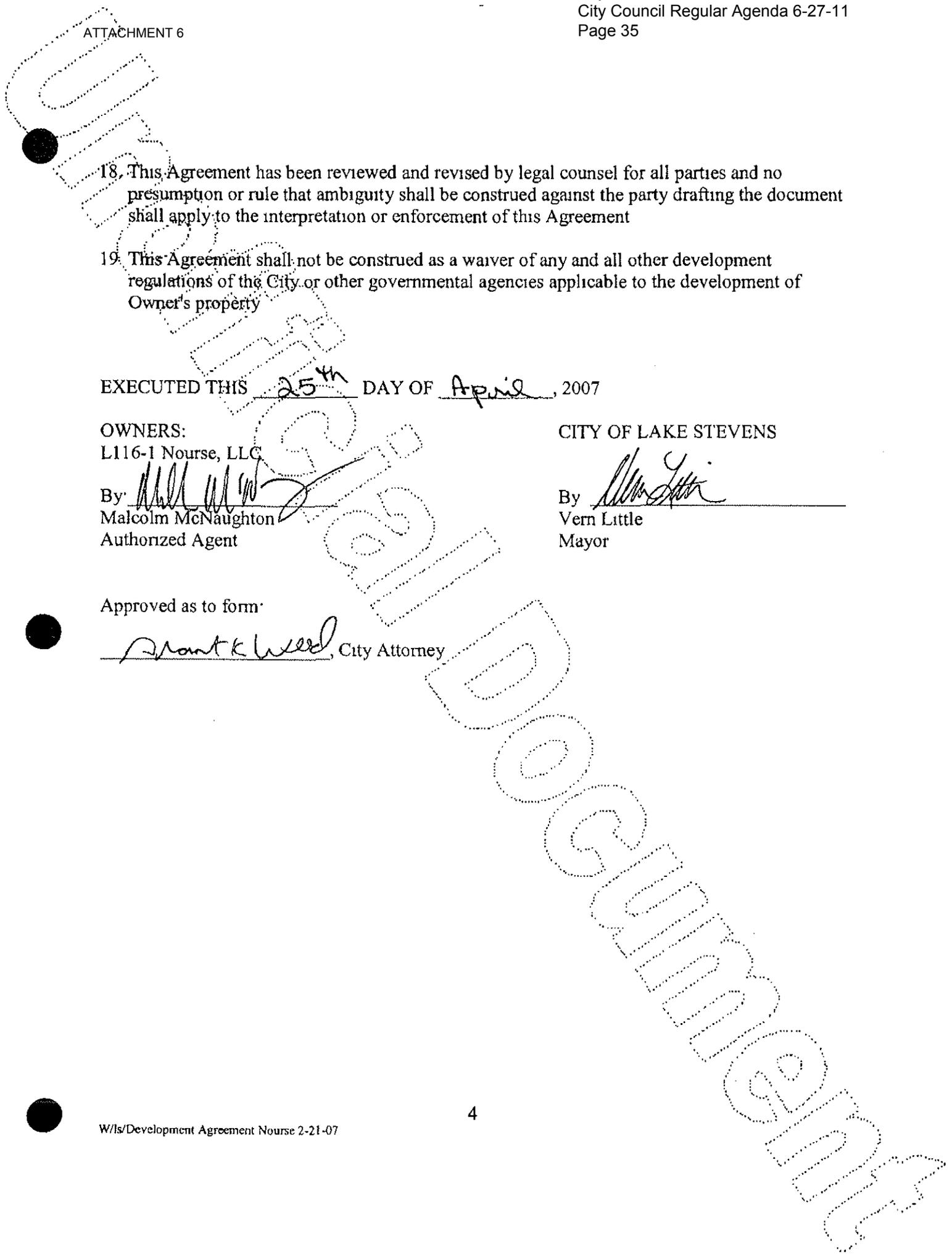


EXHIBIT A

Legal Description

29060600403300:

SEC 06 TWP 29 RGE 06 RT-54A) ALL TH PTN NE1/4 SW1/4 & NW1/4 SE1/4 & SE1/4 NW1/4 & SW1/4 NE1/4 LY SEY OF SEC S/HY 15-A DAF BEG CTR SEC TH S87*19 00W 216 06 FT TPB TH CONT S89*19 00W 72 54 FT TH N 642 61 FT TO C/L CO RD TH ALG C/L SD RD S 53*21 00E 139 6 FT TH S75*14 00E ALG C/L SD RD 393.8 FT TH S49*55 00E ALG SD C/L 87 7 FT TH S33*08 00E ALG C/L 480 8 FT TH CONT ALG SD C/L S2 3*57 00E 215 05 FT TH S88*30 41 W 840 99FT TH NLY 252 35FT TPB LESS CO RD- AKA TR 69 & PTN TR 75 & 82 LY SLY SEC S/HY 15 UNREC PLAT

29060600403200:

SEC 06 TWP 29 RGE 06 RT-53) BEG 1/4 COR CTR SEC TH S87*18 58W 216 04 FT TH S01*06 18W 252 35 FT TO TPB TH N84*58 43E 216 04 FT TH N 88*13 14E 624 93 FT TH S23*57 00E 294 61FT TH S89*41 30W 965 11 FT TH N01*06 18E 252 35FT TO TPB LESS CO RD

29060600403100:

SEC 06 TWP 29 RGE 06 RT-52) BEG 1/4 COR OF CTR SEC TH S87* 18 58W 216 04 FT TH S01*06 18W 504 70 FT TO TPB TH N89*41 30E 965 11 FT TH S22*55 00E 296 14 FT TH N89*01 14W 1084 88 FT TH N01*06 18E 252 35FT TO TPB LESS CO RDS

29060600403000:

SEC 06 TWP 29 RGE 06 -- BEG 1/4 COR ON E BDY OF SEC TH S 1881 24 FT TH N85*33 00W 2062 39 FT TH N 13*52 00E 553 06 FT TO TPB TH N13*52 00E 280 89 FT TH N89*07 00W 1084 88 FT TH S 01*06 00W 291 95 FT TH N81*13 00E 212 49 FT TH S87*56 00E TO TPB LESS 15 FT STRIP OFF ELY SIDE FOR RD PURPOSES

29060600402900:

SEC 06 TWP 29 RGE 06 1 AC & ALLOWED BLDG FOR S/C EX ON FDP- BEG 1/4 COR ON E BDY SEC TH S 1881 24FT TH N85*33 00W 2062 39FT TH N13*52 00E 221 48FT TO TPB TH N13*52 00E 331 58FT TH N87*56 00W TO C/L SEC TH S 320FT TH S87*34 00E TO TPB LESS 15FT STRIP OFF ELY SIDE FOR RD REFER TO 062906-4-029-0103 FOR REMAINDER

29060600402901:

SEC 06 TWP 29 RGE 06 BEG 1/4 COR ON E BDY SEC TH S 1881 24FT TH N85*33 00W 2062 39FT TH N13*52 00E 221 48FT TO TPB TH N13*52 00E 331 58FT TH N87*56 00W TO C/L SEC TH S 320FT TH S87*34 00E TO TPB LESS 15FT STRIP OFF ELY SIDE FOR RD EXC 1 AC & ALLOWED BLDG FOR S/C EX ON 062906-4-029-0004

29060600402800:

SEC 06 TWP 29 RGE 06 RT-49) BEG 1/4 COR E BDY OF SEC TH S ALG SEC LN 1881 24 FT TH N85*33 00W 2062 39 FT TO TPB TH N13*52 00E 221 48 FT TH N87*34 00W TO N & S 1/4 LN TH S ALG 1/4 SEC LN 630 FT TH N61*08 00E TO TPB LESS STR IP 15FT WIDE ON E SIDE FOR RD

29060600403600:

SEC 06 TWP 29 RGE 06 RT-56A) BEG NE COR NW1/4 SE1/4 TH S00*4333W 570 53FT TPB TH S89*41 30W 614 95FT TH S22*55 00E 219 9FT TH S13*52 10W 280 89FT TH S87*56 00E 558 70FT TH N00*43 33E 570 52FT TPB LESS CO RD

Exhibit A

[Continued]

00385700200100:

BAILY'S 3RD ADD TO E'S SANDY BEACH TRS BLK 002 D-00 - SANDY BEACH TRACTS LOT 1

29060600200900:

SEC 06 TWP 29 RGE 06 RT-67-68) BEG CTR SEC TH S87*17 00W 288 6 FT TPB TH N TO SLY MGN S/HY TH WLY ALG SD MGN TO ELY LN CO RD TH SLY ALG ELY LN SD RD TO E & W C/L SEC TH ELY ALG SD C/L TO TPB

29060600300500:

SEC 06 TWP 29 RGE 06 RT-65-65A-66) N 396 4FT AS MEAS ALG E LNBEG AT CTR OF SEC TH S87*19 00W 216 04FT TPB TH S87*19 00W 740 34FT TH S01*36 00E 281 6FT TH S13*45 00W 244 4FT TH S 23 92FT TH N84*16 00E 783 94FT TH N00*46 00E 504 7FT TPB LESS RD

29060600302200:

SEC 06 TWP 29 RGE 06 BEG CTR SEC 6 TH S87*18 58W (S87*19 00W BY DEED) DIST 216 06FT TH S01*24 35W (S01*06 00W DEED) DIST 396 4FT TH S87*18 58W (S87*19 00W BY DEED) TO ELY LN CALLOW RD & POB TH N87*18 58E (N87*19 00E BY DEED) DIST 165FT TH S13*55 00W (S13*45 00W BY DEED) DIST 115FT TH S87*18 58W (S87*19 00W BY DEED) DIST 165FT M/L TO SD ELY LN SD CALLOW RD TH N13*55 00E (N13*45 00E DEED) DIST 115FT M/L TO POB TGW PTN NE1/4 SW1/4 SEC 6 DAF COM AT CTR SD SEC TH S87*18 58W (S87*19 00W DEED) DIST 216 06FT TH S01*24 35W (S01*06 00W DEED) DIST 396 4FT TH S87*18 58W (S87*19 00W DEED) TO ELY LN CALLOW RD TH N87*18 58E (N87*19 00E DEED) DIST 165FT TO POB TH S13*55 00W (S13*45 00W DEED) DIST 115FT TH N87*18 58E DIST 21 20FT TH N08*31 59E DIST 112 35FT TH S87*18 58W 10 20FT TO POB & TGW FOR TAX PURP ONLY - FDP BEG CTR SEC 6 TH S87*18 58W (S87*19 00W DEED) 216 06FT TH S01*24 35W (S01*06 00W DEED) DIST 396 4FT TH S87*18 58W (S87*19 00W DEED) TO ELY LN CALLOW RD TH N 87*18 58E (N87*19 00E DEED) DIST 175 2FT TPB TH S13*55 00W DIST 115FT TH N87*18 58E DIST 8 8FT TH N08*31 59E DIST 112 35FT TH S87*18 58W 8 8FT TPB

Exhibit A

[Continued]

29060600300400:

SEC 06 TWP 29 RGE 06 BEG CTR SEC 6 TH S87*19 00W DIST 216 96FT TH S01*06 00W DIST 396 4FT TPB TH S87*19 00W DIST 756 2FT TH S13*45 00W DIST 123 6FT TH S 54 1FT TH E TAP WH IS 177FT S OF & BEARS S01*06 00W FR TPB TH N01*06 00E DIST 177FT TPB TGW PTN LY E OF CALLOW RD & BETW N & S LNS OF ABV DESC TR AS EXT WLY TO E LN CALLOW RD EXC W 165FT AS MEAS ALG N LN SD TR OF THE N 115FT OF SD TR AS MEAS ALG TH ELY MGN OF CALLOW RD EXC PTN CONV TO PAUL R CURNETT BY QCD REC AF 9612190391 DAF - TH PTN NE 1/4 SW 1/4 SEC 6 DAF - BEG AT CTR SD SEC TH S87*19 00W DIST 216 06FT TH S01*06 00W DIST 396 40FT TH S87*19 00W DIST 572 20FT TPB TH S87*19 00W DIST 10 2FT TH S13*45 00W DIST 115FT TH N87*19 00E DIST 21 20FT TH N08*21 48E DIST 112 38FT TPB PER BLA 96-110782 AF 9612200199 & TGW TH PTN NE 1/4 SW 1/4 SEC 6 DAF - COM AT CTR SEC 6 TH S01*24 35 W ALG C/L SD SEC 6 DIST 1024 65FT (1026 42FT BY DEED) TH S81*02 31W (S81*13 00W BY DEED) DIST 212 49FT TH N01*24 35E (N01*06 00E BY DEED) DIST 474 50FT (480 60FT BY DEED) TO S LN OF A TR LD CONV TO JOSEPH A LONG & MARIE A LONG REC AF 1387084 TH S87*36 23W ALG S LN SD LONGS TR DIST 582 63FT TO POB TH S07*30 18W DIST 7 28FT TH N82*29 42W DIST 41 72FT TO SD S LN LONGS TR TH N87*36 23E ALG SD S LN DIST 42 35FT TO POB & ALSO LESS FOR TAX PURP ONLY - BEG CTR SEC 6 TH S87*18 58W (S87*19 00W BY DEED) 216 06FT TH S01*24 35W (S01*06 00W BY DEED) DIST 396 4FT TH S87*18 58W (S87*19 00W DEED) TO ELY LN CALLOW RD TH N87*18 58E (N87*19 00E DEED) DIST 175 2FT TPB TH S13*55 00W DIST 115FT TH N87*18 58E DIST 8 8FT TH N08*31 59E DIST 112 35FT TH S87*18 58W 8 8FT TPB ALSO DEEDED TO PAUL CURNETT BY QCD REC AF 9612190391 BUT NOT A PTN OF BLA 96-110782

29060600302500:

SEC 06 TWP 29 RGE 06 LOT 3 OF SP49-72 DAF - TH PTN NE 1/4 SW 1/4 SEC 6 DAF - COM AT NE COR SD SW 1/4 TH S01*20 05W ALG E LN THOF DIST 1025 82FT TO SE COR NE 1/4 SD SW 1/4 TH S80*59 49W ALG S LN THOF 212 49FT TH N01*20 05E DIST 475 58FT TO ELY PROJNG OF S LN CERTAIN TR LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROJNG & ALG SD S LN DIST 649 59FT TH S15*09 57W DIST 78 70FT TAP 75FT S OF AS MEAS PERP TO S LN SD LONG PRTY & TPB TH CONT S15*09 57W DIST 78 70FT TAP 150FT S OF AS MEAS PERP TO SD S LN TH S87*32 17W DIST 175FT M/L TO ELY MGN CALLOW RD PRESENTLY 40FT IN WIDTH TH NELY ALG SD MGN DIST 78 70FT M/L TAP TH BEARS S87*32 17W FR TPB TH N87*32 17E DIST 175FT TO TPB

Exhibit A

[Continued]

~~29060600302600:~~

SEC 06 TWP 29 RGE 06 LOT 4 OF SP49-72 DAF - TH PTN NE1/4 SW1/4 SEC 6 DAF - COM AT NE COR SD SW1/4 TH S01*20 05W ALG E LN THOF DIST 1025 82FT TO SE COR NW1/4 SW1/4 TH S80*59 49W ALG S LN THOF 212 49FT TPB TH CONT S80*59 49W ALG SD S LN DIST 640FT TH N05*32 03E DIST 163 73FT TH S80*59 49W DIST 279 37FT TO ELY MGN CALLOW RD PRESENTLY 40FT IN WIDTH TH NLY ALG SD MGN DIST 280FT M/L TO A LN TH LIES 150FT S OF AS MEAS PERP TO S LN OF CERTAIN TR LD CONVY TO JOSEPH A LONG AF 1387084 TH N87*32 17E PLT S LN SD LONG TR TAP TH BEARS S15*09 57W FR A PT ON SD S LN TH LIES 175FT E OF ELY MGN SD CALLOW RD TH N15*09 57E DIST 157 40FT TO S LN SD LONG TR TH N87*32 17E ALG SD S LN & ITS ELY PRONG DIST 649 59FT TH S01*20 05W DIST 475 58FT TPB & KEY BY BLA 96-109709 REC AF 9612200070 & TGW FDT COM AT CTR SEC 6 TH S01*24 35W ALG CTR LN SD SEC 6 DIST 1024 65FT (1026 42 BY DEED) TH S81*02 31W (S81*13 00W DEED) DIST 212 49FT TH N01*24 35E (N01*06 00E DEED) DIST 474 50FT TO S LN OF TR LD CONVY TO JOSEPH A LONG AF 1387084 TH S87*36 23W ALG S LN SD LONGS TR DIST 582 63FT TO POB TH S07*30 18W DIST 7 28FT TH N82*29 42W DIST 41 72FT TO SD S LN LONGS TR TH N87*36 23E ALG SD S LN DIST 42 35FT TPB

~~29060600301800:~~

SEC 06 TWP 29 RGE 06 LOT 2 OF SP49-72 DAF - TH PTN NE1/4 SW1/4 SEC 6 DAF - COM AT NE COR SD SW1/4 TH S01*20 05W ALG E LN THOF DIST 1025 82FT TO SE COR NE1/4 SD SW1/4 TH S80*59 49W ALG S LN THOF 212 49FT TH N01*20 05E DIST 475 58FT TO ELY PROLNG OF S LN TH CERTAIN TR OF LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROLNG & ALG SD S LN DIST 649 59FT TO TPB TH S15*09 57W DIST 78 70FT TAP 75FT S AS MEAS PERP TO S LN SD LONG PTY TH S87*32 17W DIST 175FT TO ELY MGN CALLOW RD PRESENTLY 40FT IN WIDTH TH N15*09 57E DIST 78 70FT TO SD S LN TH N87*32 17E DIST 175FT TPB

~~29060600301700:~~

SEC 06 TWP 29 RGE 06 LOT 1 OF SP49-72 DAF - TH PTN NE1/4 SW1/4 SEC 6 DAF - COM AT NE COR SD SW1/4 TH S01*20 05W ALG E LN THOF DIST 1025 82FT TO SE COR NE1/4 SD SW1/4 TH S80*59 49W ALG S LN THOF DIST 852 49FT TO TPB TH N05*32 03E DIST 163 73FT TH S80*59 49W PLT & 160FT N OF AS MEAS PERP TO S LN OF SD NE1/4 SW1/4 DIST 279 37FT TO E MGN CALLOW RD SD RD PRESENTLY 40FT IN WIDTH TH S05*32 03W ALG SD E MGN DIST 149 73FT TH CONT ALG SD MGN S03*14 17 W DIST 13 88FT TO S LN OF NE1/4 SW1/4 SD SEC 6 TH N80*59 49E ALG SD S LN DIST 278 86FT TO TPB

~~00385700500101:~~

BAILY'S 3RD ADD TO L S SANDY BEACH TRS BLK 005 D-01 - SANDY BEACH TRACTS LOTS 1 & 2 EXC FDP ALL THAY PTN LOT 2 LY ELY OF LN DAF COM NE COR SD LOT 2 TH S80*03 34W ALG N LN 234FT TPB OF HEREIN DESC LN TH S TAP ON S LN LOT 1 234FT S74*53 00W OF SE COR & TERMINOUS OF HEREIN DESC LN

EXHIBIT B

City of Lake Stevens Ordinance 719
1-12-2006

Unofficial Document

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTONORDINANCE NO 719

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ANNEXING 1014 PARCELS OF APPROXIMATELY **EIGHT HUNDRED FIFTY FIVE (855) ACRES**, KNOWN AS THE "**Greenspace - CAM West ANNEXATION**," INTO THE CITY AND PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND COMPREHENSIVE PLAN AND ZONING DESIGNATIONS, AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, following a public meeting with petitioning property owners, on *May 9th 2005* the City Council authorized by motion the circulation of a petition to annex approximately *one hundred twenty six and fifty-eight one-hundredths (126.58) acres* located along the west boundary of the City of Lake Stevens from State Route 92 south on either side of Callow Road until about the 2500 block of Callow Road, and

WHEREAS, among the conditions identified in the motion is the requirement that the property be zoned by the City at the time of annexation, and

WHEREAS, this petition was returned to the City on *Sept 12th 2005* with signatures of property owners representing more than sixty percent of the assessed value of the area, and

WHEREAS, on *September 26th 2005*, the City Council reviewed the 60% petition and scheduled a public hearing for *October 10th, 2005*, and

WHEREAS, following a public meeting on *October 5th 2005*, the Lake Stevens Planning Commission forwarded a recommendation for approval of the annexation, plan and zoning adoption, and

WHEREAS, following a public hearing on *October 10th and October 17th 2005* the City Council approved on *October 17th* the first reading of this Ordinance No 719, and authorized it to be submitted to the Snohomish County Boundary Review Board (BRB) as notice of the City's intention to annex the area in question, and

WHEREAS, public notice was provided for the *October 10th 2005 and October 17th 2005* public hearing by posting the annexation site in three conspicuous locations, advertising in the Lake Stevens Journal, and Everett Herald respectively, and mailing to property owners within 150 feet of the site, and

WHEREAS, the Washington State Boundary Review Board (BRB) invoked jurisdiction and following a public hearing held *December 6th 2005*, the Snohomish County Council modified the annexation boundary to include an additional 728.4 acres as shown on map noted as Exhibit 1, and

WHEREAS, the City Council conducted a duly noticed public hearing on *December 27th 2005* regarding Land Use designations and Zoning for the BRB revised Greenspace annexation, and adopted Land Use designations and Zoning, and

City of Lake Stevens

Ordinance No 719

WHEREAS, the City Council conducted a second duly noticed public meeting on December 27th 2005, and

WHEREAS, the City Council conducted a duly noticed public meeting on January 12th 2006 for final reading and adoption

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

Section 1. Annexation. The properties mapped on the attached Exhibit 1 and legally described in the attached Exhibit 2 are hereby annexed into the City of Lake Stevens

Section 2. Indebtedness. There are no existing separately taxed bondedness for the annexation area to assume and the annexed properties shall be assessed and taxed at the same rate and on the same basis as property in the City of Lake Stevens to pay for outstanding indebtedness at the date of annexation

Section 3. Comprehensive Plan and Zoning Ordinance Designations. Said annexed property shall be subject to the City of Lake Stevens Comprehensive Plan, Land Use Regulations (Title 14 LSMC), Land Use Designations, Official Zoning Map, and conditions as adopted in Council Motion at the December 27th, 2005 public hearing and as set forth in attached Exhibit 3, adopting Exhibit A of the Staff Report (the Planning Commission recommendations of December 13, 2005) as amended by the City Council on December 27, 2005 and as amended by the City Council by motion on January 12, 2006

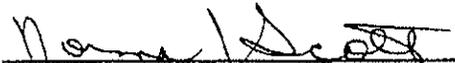
Section 4. Severability. If any provision or section of this Ordinance shall be held void or unconstitutional, all other parts, provisions and sections of this Ordinance not expressly so held to be void or unconstitutional shall continue in full force and effect

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

PASSED by the City Council of the City of Lake Stevens this 12th day of January, 2006


LYNN E. WALTY, Mayor

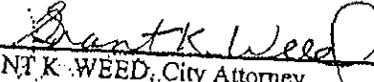
ATTEST/AUTHENTICATION


NORMA J. SCOTT, City Clerk/Admin Asst

City of Lake Stevens

Ordinance No. 719

APPROVED AS TO FORM


GRANT K. WEED, City Attorney

First Reading:	October 17 th 2005
Second Reading:	December 27 th 2005
Final Reading:	January 12 th 2006
Published:	January 13 th 2006
Effective Date:	January 18 th 2006

City of Lake Stevens

Ordinance No 719

EXHIBIT ONE

BEB Revised Greenspace Annexation Map

On file in the City Clerk's Office
City of Lake Stevens
1812 Main Street
Lake Stevens, WA

Unofficial Document

City of Lake Stevens

Ordinance No 719

EXHIBIT TWO

ANNEXATION BOUNDARY FOR GREENSPACE/CAM WEST (FINAL REVISION)

THOSE PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., AND THOSE PORTIONS OF SECTIONS 1 AND 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 00°03'16" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 6, A DISTANCE OF 76.42 FEET,

THENCE NORTH 58°25'29" EAST, 23.49 FEET TO THE EAST MARGIN OF 107TH AVENUE NORTHEAST AND THE TRUE POINT OF BEGINNING,

THENCE CONTINUING NORTH 58°25'29" EAST, 278.69 FEET TO THE SOUTH LINE OF THE PLAT OF CEDAR ROAD, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITORS FILE NUMBER 200410225010, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID POINT BEING A POINT ON THE NOW EXISTING CITY LIMITS OF THE CITY OF LAKE STEVENS ACCORDING TO ORDINANCE 341 EFFECTIVE OCTOBER 9, 1989,

THENCE CONTINUING ALONG THE WEST LINE OF SAID PLAT OF CEDAR ROAD AND THE EXISTING CITY LIMITS TO THE SOUTH LINE OF 30TH STREET NORTHEAST,

THENCE NORTHEASTERLY ALONG THE EXISTING CITY LIMITS TO THE INTERSECTION OF THE NORTH MARGIN OF 30TH STREET NORTHEAST AND THE EAST MARGIN OF 109TH AVENUE NORTHEAST,

THENCE EAST ALONG THE NORTH MARGIN OF 30TH STREET NORTHEAST AND THE EXISTING CITY LIMITS TO 343.43 FEET MORE OR LESS TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 SAID POINT ALSO BEING THE EAST LINE OF TRACT 56 OF THE UNRECORDED RUCKER BROTHERS PLAT,

THENCE NORTH ALONG THE AFOREMENTIONED EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A POINT ON THE EXISTING CITY LIMITS OF LAKE STEVENS ACCORDING TO ORDINANCE 586 EFFECTIVE JUNE 29, 1998,

THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE

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SOUTHEAST QUARTER OF SAID SECTION 6 AND THE EXISTING CITY LIMITS TO THE SOUTH MARGIN OF THE PLAT OF MALIA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITORS FILE NUMBER 200305055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID POINT BEING A POINT ON THE NOW EXISTING CITY LIMITS OF THE CITY OF LAKE STEVENS ACCORDING TO ORDINANCE 589 EFFECTIVE JULY 18, 1998;

THENCE WEST ALONG THE SOUTH LINE OF SAID MALIA ESTATES AND ITS WESTERLY EXTENSION TO THE WEST MARGIN OF 109TH AVENUE NORTHEAST;

THENCE NORTH ALONG SAID WEST MARGIN AND ITS NORTHERLY EXTENSION TO THE NORTH MARGIN OF SR 92;

THENCE SOUTHWESTERLY ALONG THE NORTH MARGIN OF SR 92 AND ITS WESTERLY EXTENSION TO THE WEST MARGIN OF SR 9,

THENCE SOUTHERLY ALONG SAID WEST MARGIN AND ITS SOUTHERLY PROJECTION A DISTANCE OF 2,400 FEET MORE OR LESS TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12.

THENCE CONTINUING SOUTHERLY ALONG SAID PROJECTION AND WEST MARGIN A DISTANCE OF 2,700 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12.

THENCE CONTINUING SOUTHERLY ALONG SAID WEST MARGIN A DISTANCE OF 450 FEET MORE OR LESS TO AN INTERSECTION WITH THE WESTERLY PROJECTION OF THAT PART OF THE SOUTHERLY MARGIN OF THE LUNDEEN PARKWAY ABUTTING THE EASTERLY MARGIN OF SAID SR 9 IN THE SOUTHEAST QUARTER OF SAID SECTION 12,

THENCE EASTERLY ALONG SAID WESTERLY PROJECTION A DISTANCE OF 330 FEET MORE OR LESS TO THE EASTERLY MARGIN OF SR 9;

THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN TO THE NORTHEASTERLY LINE OF THE PLAT OF STEVENS COVE, AS RECORDED IN VOLUME 63 OF PLATS, PAGES 138-147, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 1290 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID PLAT,

THENCE SOUTH 01° 28' 44" EAST ALONG THE EASTERLY LINE OF TRACT 502 OF SAID PLAT A DISTANCE OF 126 28 FEET TO AN ANGLE POINT,

THENCE SOUTH 16° 04' 28" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 100.88 FEET TO AN INTERSECTION WITH THE WESTERLY PROJECTION OF THE NORTHERLY

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LINE OF TRACT 999 OF SAID PLAT,

THENCE SOUTH 86° 47' 00" EAST ALONG SAID WESTERLY PROJECTION A DISTANCE OF 11 11 FEET TO THE WESTERLY LINE OF SAID TRACT 999,

THENCE SOUTH 16° 31' 21" WEST ALONG SAID WESTERLY LINE AND ITS SOUTHERLY EXTENSION A DISTANCE OF 136.09 FEET TO THE SOUTHWESTERLY CORNER OF A 20-FOOT ACCESS ROAD AS SHOWN ON SAID PLAT,

THENCE SOUTH 71° 08' 39" EAST ALONG THE SOUTHERLY MARGIN OF SAID ACCESS ROAD A DISTANCE OF 35 01 FEET TO AN ANGLE POINT,

THENCE NORTH 16° 31' 21" EAST ALONG THE EASTERLY MARGIN OF SAID ACCESS ROAD A DISTANCE OF 2 01 FEET TO THE SOUTHERLY LINE OF A PUMP STATION PROPERTY OWNED BY THE LAKE STEVENS SEWER DISTRICT;

THENCE SOUTH 73° 28' 39" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 40 00 FEET TO THE SOUTHEAST CORNER OF SAID PUMP STATION PROPERTY,

THENCE SOUTH 37° 05' 14" EAST A DISTANCE OF 12 FEET MORE OR LESS TO THE NORTHWESTERLY MARGIN OF VERNON ROAD,

THENCE SOUTHERLY TO THE INTERSECTION OF THE SOUTHEASTERLY MARGIN OF VERNON ROAD WITH THE NORTHEASTERLY MARGIN OF TRACT 501 OF SAID PLAT OF STEVENS COVE,

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY MARGIN, AND ALONG THE NORTHEASTERLY MARGIN OF THE SECOND CLASS SHORLANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF ADJACENT TO OR ABUTTING SAID TRACT 501, TO THE NAVIGABLE BOUNDARY OF SAID SHORLANDS,

THENCE EASTERLY AND NORTHERLY ALONG SAID NAVIGABLE BOUNDARY ADJACENT TO AND ABUTTING THE SOUTHEAST AND NORTHEAST QUARTERS OF SAID SECTION 12 TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12,

THENCE EASTERLY ALONG SAID NAVIGABLE BOUNDARY A DISTANCE OF 2800 FEET MORE OR LESS TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7,

THENCE SOUTHEASTERLY ALONG SAID NAVIGABLE BOUNDARY A DISTANCE OF 2750 FEET MORE OR LESS TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE WEST 80 FEET OF THE EAST 536 15 FEET MORE OR LESS OF THAT PORTION OF GOVERNMENT LOT 5 LYING SOUTH OF VERNON ROAD,

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THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND SAID WEST LINE A DISTANCE OF 300 FEET MORE OR LESS TO THE SOUTHWESTERLY MARGIN OF VERNON ROAD.

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 480 FEET MORE OR LESS TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT 1 OF CHERRY ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 28 OF PLATS, PAGE 85, RECORDS OF SNOHOMISH COUNTY,

THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 5, ALONG SAID SOUTHERLY PROJECTION AND SAID WEST LINE, TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE CONTINUING NORTH AND PARALLEL WITH SAID EAST LINE TO THE SOUTHEAST CORNER OF LOT 4 OF SHORT PLAT NO. 4(1-84) AS RECORDED UNDER RECORDING NUMBER 8507090228, RECORDS OF SNOHOMISH COUNTY,

THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID LOT AND SAID SHORT PLAT TO THE NORTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT,

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2, AND ALONG THE NORTH LINE OF LOT 1 OF SAID SHORT PLAT, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO LYING ON THE EAST LINE OF LAKEVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY;

THENCE NORTH ALONG THE EAST LINE OF SAID PLAT OF LAKEVIEW TERRACE TO THE NORTHEAST CORNER THEREOF,

THENCE WEST ALONG THE NORTH LINE OF SAID PLAT OF LAKEVIEW TERRACE TO AN INTERSECTION WITH A LINE LYING 100 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 5, AS MEASURED ALONG THE NORTH LINE THEREOF;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 250 FEET MORE OR LESS TO THE SOUTH MARGIN OF 20TH STREET NORTHEAST,

THENCE WESTERLY ALONG SAID SOUTH MARGIN 100 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF SAID GOVERNMENT LOT 5;

THENCE NORTH ALONG SAID WEST LINE 20 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, BEING ALSO THE SOUTHEAST

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CORNER OF BAILY'S FIRST ADDITION TO LAKE STEVENS SANDY BEACH TRACTS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 55,
RECORDS OF SNOHOMISH COUNTY,

THENCE NORTH ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER
OF LOT 1, BLOCK "I" OF SAID PLAT,

THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT LYING SOUTH 85° 55' 12"
EAST A DISTANCE OF 258 72 FEET FROM THE NORTHWEST CORNER THEREOF;

THENCE NORTH 00° 13' 25" WEST A DISTANCE OF 100 00 FEET TO AN INTERSECTION
WITH THE NORTH LINE OF LOT 2, BLOCK "I" OF SAID PLAT,

THENCE NORTH 85° 55' 12" WEST ALONG SAID NORTH LINE A DISTANCE OF 110 36
FEET,

THENCE NORTH 00° 06' 39" EAST A DISTANCE OF 27 98 FEET,

THENCE NORTH 89° 23' 49" WEST A DISTANCE OF 38 12 FEET,

THENCE SOUTH 80° 47' 20" WEST A DISTANCE OF 111 37 FEET TO THE NORTHWEST
CORNER OF SAID LOT 2,

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 3, BLOCK "I" TO THE
NORTHWEST CORNER OF SAID LOT 3,

THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT
3, BLOCK "I" TO THE WEST MARGIN OF CEDAR ROAD,

THENCE NORTHERLY ALONG SAID WESTERLY MARGIN TO A POINT OF CURVATURE IN
THE INTERSECTION OF SAID WESTERLY MARGIN WITH THE SOUTHERLY MARGIN OF
28TH STREET NORTHEAST,

THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE AND SOUTHERLY
MARGIN TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST
MARGIN OF 107TH AVENUE NORTHEAST,

THENCE NORTHERLY ALONG SAID EXTENSION AND EAST MARGIN TO THE POINT OF
BEGINNING

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED PARCEL ANNEXED UNDER
ORDINANCE 681, EFFECTIVE NOVEMBER 10, 2003, TO WIT

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THAT PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 4 OF THE PLAT OF VERNON PARK RECORDED UNDER AUDITOR FILE NUMBER 216027 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 4 TO THE WEST MARGIN OF SOPER HILL ROAD,

THENCE SOUTHEASTERLY ALONG THE WEST MARGIN OF SOPER HILL ROAD TO THE SOUTHEASTERLY LINE OF SAID LOT 4,

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 4,

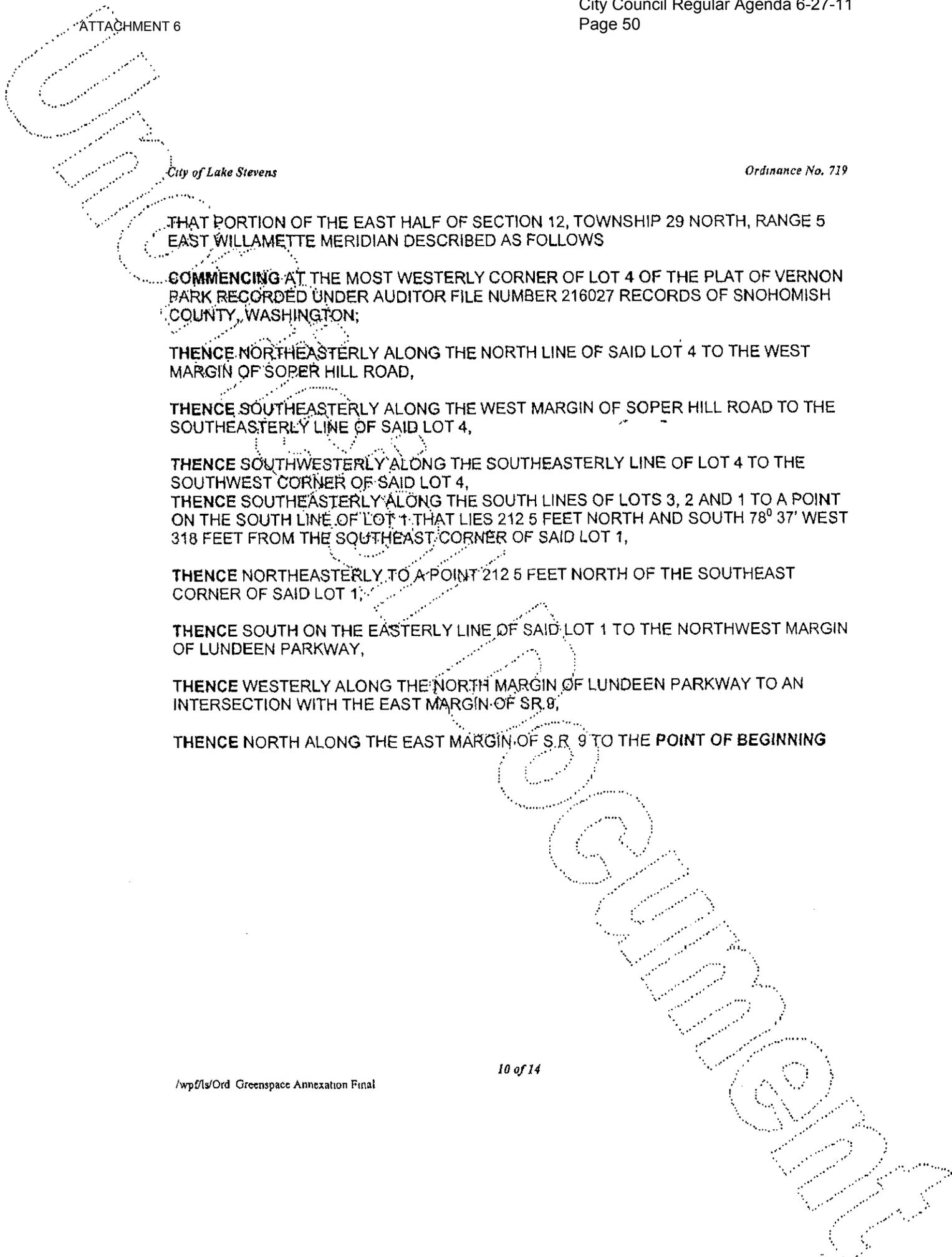
THENCE SOUTHEASTERLY ALONG THE SOUTH LINES OF LOTS 3, 2 AND 1 TO A POINT ON THE SOUTH LINE OF LOT 1 THAT LIES 212.5 FEET NORTH AND SOUTH 78° 37' WEST 318 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1,

THENCE NORTHEASTERLY TO A POINT 212.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH ON THE EASTERLY LINE OF SAID LOT 1 TO THE NORTHWEST MARGIN OF LUNDEEN PARKWAY,

THENCE WESTERLY ALONG THE NORTH MARGIN OF LUNDEEN PARKWAY TO AN INTERSECTION WITH THE EAST MARGIN OF SR 9,

THENCE NORTH ALONG THE EAST MARGIN OF S.R. 9 TO THE POINT OF BEGINNING



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EXHIBIT THREE

Planning Commission Recommendations
Amended by City Council at a Public Hearing
Amended by City Council at City Council Meeting 3rd and final reading

December 13, 2005
December 27, 2005
January 12, 2006

The Lake Stevens Planning Commission recommends to the Lake Stevens City Council that the following comprehensive plan designations be approved for the proposed Greenspace, Lake Drive, and Wood's Annexations

- 1 That those properties designated Urban Low Density Residential (4 D U per acre) (ULDR 4) on the County's comprehensive plan be designated as Medium Density Residential (MDR). Implementing zoning is recommended for Suburban Residential
- 2 That those properties designated Urban Low Density Residential (6 D U per acre) (ULDR 6) on the County's comprehensive plan be designated as Medium Density Residential (MDR). Implementing zoning is recommended for Urban Residential
- 3 That those properties designated Urban Medium Density Residential (6-12 D U per acre) (UMDR 6-12) on the County's comprehensive plan be designated as Medium Density Residential (MDR). Implementing zoning is recommended for High Urban Residential
- 4 That those properties designated Urban High Density Residential (12-24 D U per acre) (UHDR 12-24) on the County's comprehensive plan be designated as High Density Residential (HDR). Implementing zoning is recommended for Multiple Family Residential
- 5 That those properties designated Urban Commercial (UCOM) on the County's comprehensive plan be designated as Local Commercial. Implementing zoning is recommended for Local Business
- 6 That properties identified as CamWest on Figure 2 of this recommendation currently designated as R-9600 (DPO) on the County Plan be designated as Medium Density Residential (MDR). The implementing zoning is recommended for High Urban Residential
7. That properties identified as Barclays North on Figure 2, currently designated as UHDR 12-24, UMDR 6-12, UIDR-4 and ULDR-6 on the comprehensive plan, be designated as High Density Residential. The implementing zoning is recommended for "Multiple Family Residential with Contract". Conditions of the implementing zoning are recommended to be as follows:
 - (a) The development will be reviewed as a Planned Residential Development through the Conditional Use process
 - (b) Dwellings will be single family, duplex and/or townhouse units. Conventional apartments would not be allowed.

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- (c) The City will review the critical areas, transportation concurrency, design review and SEPA according to its local standards and regulations, and any conditions deemed necessary by the City in order for the development to comply with said standards and regulations will be incorporated in a development agreement pursuant to RCW 36 70B 170
 - (d) Development adjacent to single family zones will be designed to a High Urban Residential density standard to provide transition buffering between dwelling types. These will be single family detached homes
8. That properties identified as Alan Clark on Figure 2, currently designated as ULDR 4, be designated as High Density Residential. The zoning is recommended for High Urban Residential
9. That property identified as "Ghaffan" on Figure 3, currently pending a UMDR designation on the County comprehensive plan be designated High Urban Residential. The zoning is recommended for Multi-Family with Contract.

City of Lake Stevens

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**FIGURE 2
CAM-WEST, BARCLAYS NORTH, and ALAN CLARK
ZONING**

Map is on file in the City Clerk's Office
City of Lake Stevens
1812 Main Street
Lake Stevens, WA

City of Lake Stevens

Ordinance No 719

FIGURE 3
L104-1 GHAFARI ZONING

Map is on file in the City Clerk's Office
City of Lake Stevens
1812 Main Street
Lake Stevens, WA

EXHIBIT C

Hearing Examiner Decision L116-1 Nourse, LLC
2-1-2007

Unofficial Document

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

In the Matter of the Application of)	NO	CU 2006-1
L116-1 Nourse, LLC)		
)	FINDINGS, CONCLUSIONS,	
)	AND DECISION	
<u>For Approval of a Conditional Use Permit</u>)		

SUMMARY OF DECISION

The request for approval of a conditional use permit to construct 288 single-family detached residences on 70.10 acres in Lake Stevens, Washington, is **APPROVED**, subject to conditions

SUMMARY OF RECORD

Request

L116-1 Nourse, LLC requested approval of a Conditional Use Permit to allow construction of 288 single-family detached residences on 70 10 acres south of State Route 92 and east of Callow Road in Lake Stevens, Washington

Hearing Date

The Hearing Examiner held an open record hearing on the request on January 18, 2007.

Testimony

The following individuals presented testimony under oath at the open record hearing

- Roxanne Justice, City Planner
- Rodney Langer, City Consulting Engineer
- Ron Thomas, for the Applicant
- Paula McManus
- Chris Ward
- David Cayton, for the Applicant

Exhibits

The following exhibits were admitted into the record

- 1 Master Permit Application, filed May 9, 2006 (Conditional Use Permit)
- 2 Master Permit Application, filed May 9, 2006 (Right-of-Way Vacation)
- 3 Corrected Notice of Application Conditional Use Permit
- 4 Environmental Checklist, dated September 15, 2006
- 5 Mitigated Determination of Nonsignificance, issued October 18, 2006
- 6 Vicinity Map
- 7 Staff Recommendation, dated January 3, 2007
- 8 Critical Areas and Mitigation Report

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L116-1 Nourse, LLC, No CU 2006-1

- 9 Preliminary Storm Drainage Report
- 10 Traffic Report
- 11 Preliminary Geotechnical Report
- 12 Mail Distribution List
- 13 Legal Descriptions
- 14 Phasing Plan
- 15 [no exhibit submitted]
- 16 Notice of Public Hearing
- 17 Colored Photos
- 18 Parties of Record
- 19 Letter from Randy Boyer to Rebecca Ableman, City Department of Planning and Community Development, dated October 31, 2006
- 20 Letter from Ramin Pazooki, WSDOT to Roxanne Justice, City Public Works Director, dated November 6, 2006
- 21 Email message from Sandra Kortum, WSDOT, to Roxanne Justice, City Public Works Director, dated December 11, 2006
- 22 Copy of Plan Set
- 23 Revised City Staff Recommendation, dated January 3, 2007
- 24 Affidavit of Publication, dated October 24, 2006
- 25 Email message from Sandra Kortum to Roxanne Justice, dated December 11, 2006

The Hearing Examiner enters the following Findings and Conclusions based upon the testimony and exhibits admitted at the open record hearing

FINDINGS

- 1 Malcolm McNaughton, on behalf of L116-1 Nourse, LLC (the Applicant) requests approval of a conditional use permit (CUP) to construct 288 single-family detached condominium residences and associated roads, utilities, open space and drainage treatment/detention facilities on 70.10 acres south of State Route 92 and east of Callow Road in Lake Stevens, Washington¹ *Exhibit 1, Exhibit 23, page 2, Exhibit 22*
- 2 The Applicant also requests approval of a vacation of public right-of-way application, to vacate a 30-foot-wide portion of the 107th Avenue NE public right-of-way north of the intersection of 107th Avenue NE and Oak Road, and to vacate a 30-foot-wide portion of the 109th Avenue NE public right-of-way north of the intersection of 109th Avenue NE and 30th Street NE. The area of 107th to be vacated would be 13,194 square feet, and the area of 109th to be vacated would be 16,066 square feet² At the public hearing, Roxanne Justice, City

¹ The legal description of the property subject to the CUP application can be found within the Title Sheet to the Site Plans *Exhibit 1, Exhibit 22*. The subject property is identified by Tax Account numbers 290606-002-009-00, 290606-003-004-00, 290606-003-005-00, 290606-003-017-00, 290606-003-018-00, 290606-003-022-00, 290606-003-025-00, 290606-003-026-00, 290606-004-028-00, 290606-004-029-00, 290606-004-029-01, 290606-004-030-00, 290606-004-031-00, 290606-004-032-00, 290606-004-033-00, 290606-004-036-00, 003857-002-001-00, 003857-005-001-01, and 003857-005-002-00 *Exhibit 22*

² The legal description of the property subject to the vacation of public right-of-way application can be found within

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Planner, asked the Hearing Examiner to make a recommendation to the Lake Stevens City Council concerning the application for vacation of public right-of-way. Lake Stevens Municipal Code Section 14.56.240 provides that applications for vacation of public right-of-way shall be processed according to Chapter 35.79, Revised Code of Washington (RCW).³ *Exhibit 2, Testimony of Ms Justice, RCW Ch 35.79*

- 3 Roxanne Justice, City Planner, testified at the public hearing that the City of Lake Stevens (City) provided the public with adequate notice of the CUP and vacation of public right-of-way applications, and provided the public with adequate notice of the scoping meeting and public hearing associated with the applications. The City held a scoping meeting on the applications on November 8, 2006, as required by LSMC Section 14.16.120.⁴ The City published notice of the public hearing associated with the applications weekly during the two-week period of October 11, 2004 through October 24, 2006 in the *Lake Stevens Journal*. *Testimony of Ms Justice, Exhibit 23, page 2, Exhibit 24*
4. Ron Thomas testified for the Applicant at the public hearing that the proposed 288 single-family residences would all consist of "detached condominiums." Ms Justice elaborated that "condominium lines" would be drawn around each unit to define ownership of the unit and property surrounding the unit. A condominium association would own parks and open spaces within the proposed development except for a 2.2 acre park dedicated to the City that would be located adjacent to Callow Road and Oak Road in the southeast portion of the proposed development. One single-family residence would be constructed per proposed subdivision lot. *Testimony of Mr Thomas, Testimony of Ms Justice, Exhibit 5, Exhibit 22, Exhibit 23, page 2*
- 5 The proposed development would be constructed in four phases. Phase I of the proposed development would be located in the southwest portion of the subject property and would be constructed first, followed by Phase II in the northwest portion, Phase III in the southeast portion, and Phase IV in the northeast portion. Phase I would include construction of 30 units, the park at the intersection of Callow and Oak Road, a storm retention system serving the west portion of the entire development, frontage improvements along Callow Road, and trails within the development. Phase II would include construction of 119 units and completion of Callow Road and trail improvements. Phase III would include construction of 91 units and the extension of Oak Road to 109th Street. Phase IV would include construction

the Master Permit Application for Vacation of Public Right of Way, filed May 9, 2006. *Exhibit 2*

³ Chapter 35.79, RCW provides that the city legislative authority must decide whether to adopt or reject a vacation. The legislative authority is authorized to adopt a vacation by ordinance. The hearing on an application may be held before the legislative authority, or before a committee thereof that reports its recommendation on the application to the legislative authority. The Hearing Examiner serves as the committee in this instance to report his recommendation to the Council. *Ch 35.79, RCW*

⁴ LSMC Section 14.16.120 requires that all conditional use permit reviews shall include a scoping meeting to involve the public early in the permit process so that participants can raise any concerns about the conditional use permit application. *LSMC 14.16.120*

Findings, Conclusions, and Decision
Hearing Examiner for the City of Lake Stevens
L116-1 Nourse, LLC, No. CU 2006-1

of 48 units in the northeastern portion of the development with associated road improvements, a storm water detention facility, park area, and mitigation for impacts to critical areas *Exhibit 5, Exhibit 14, Exhibit 23, page 3*

6. The property subject to the CUP application currently contains 12 single-family residences with associated outbuildings, 8 delineated wetlands, and 3 streams. The subject property is covered with landscaping, grass, impervious surfaces associated with the residences, second growth forest, and pasture. All existing structures would be demolished prior to proposed subdivision construction. *Exhibit 8, Exhibit 9, Exhibit 22, Exhibit 23, page 3*
7. The property subject to the CUP application is zoned Multi-Family Residential (MFR) with Development Agreement. The MFR zoning district is designed primarily to accommodate higher density multi-family developments, and generally to ensure a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in nonresidential districts. *LSMC 14 36 010(a), (g), City of Lake Stevens Comprehensive Plan (July 2006), Land Use Element, page 71 (Zoning Map), Exhibit 4, Exhibit 23, page 2*
8. Paula McManus, a neighbor to the south of the proposed development, testified about her concern about the size of proposed lots. Within the MFR zoning district, the City permits lots at least 3,000 square feet in total area with a 50-foot minimum lot width. The City permits a zero square foot minimum residential density in the MFR zoning district, defined as zero minimum square feet per dwelling unit. Mr. Thomas testified for the Applicant that proposed lots would range from 3,000 to 7,000 square feet in total area. Development site plans show some proposed lots that would be less than 50-feet wide. Other proposed lots would be at least 50-feet wide. *LSMC 14-48 030(b), LSMC Ch 14 48, Table V – Density and Dimensional Standards, Exhibit 22, Testimony of Ms. McManus, Testimony of Mr. Thomas*
9. The subject property would be governed by a Development Agreement, currently in draft. The City Council adopted some conditions to be included in the draft Agreement on January 12, 2006 (Ordinance No. 719). At the public hearing, Mr. Thomas testified that the intent of the draft Agreement is to restrict land use in the MFR zoning district. Ms. Justice testified that City staff reviewed the proposal under the draft Agreement, and proposed a condition of CUP application approval to ensure that the proposed development adheres to Agreement conditions. Mr. Thomas testified that the proposed detached condominiums would be constructed consistent with the draft Development Agreement. The record contains no draft or final version of the Development Agreement. *Exhibits 4-25, Exhibit 23, page 2, Testimony of Ms. Justice, Testimony of Mr. Thomas*
10. Single-family detached residences with one dwelling unit per lot are a permitted use in the MFR zoning district upon approval of a zoning permit.⁵ Mr. Thomas testified that detached

⁵ A "zoning permit" is defined by LSMC Section 14 08 010 as "a permit issued by the City that authorizes the recipient to make use of the property in accordance with the requirements of [Title 14]". *LSMC 14 08 010*. A "conditional use permit" is a permit issued by the Hearing Examiner that authorizes the recipient to make use of the

condominiums are an allowed use in the MFR zoning district. He testified that the subject property would allow many more units than the Applicant proposed, likely greater than 400 units. Mr. Thomas testified that development of the proposal would be consistent with the City zoning code *LSMC Ch 14 40, Table II, Testimony of Mr. Thomas*

- 11) The City reviewed the environmental impact of the proposal as required by the State Environmental Policy Act (SEPA). The City determined that with 8 conditions, the proposal would not have a probable significant adverse impact on the environment, and issued a Mitigated Determination of Nonsignificance (MDNS) on October 18, 2006. The 8 MDNS conditions address development of the project according to an approved site plan, approved drainage plan and approved grading plan, Certificate of Concurrency issuance, payment of park and school impact mitigation fees, compliance with LSMC Title 14, including Title 14 critical areas provisions; and restoration of critical areas due to temporary construction impacts. The MDNS was not appealed. *Exhibit 5, Exhibit 23, page 6*
- 12) Access to the proposed lots would be provided through Oak Road, Callow Road, and 109th Avenue NE. The proposed development would include street frontage improvements along Oak Road, 107th Avenue NE, Callow Road, and 109th Avenue NE. Improvements would be constructed according to Chapter 14 56, LSMC, and would include right-of-way dedication, sidewalks, landscape strips, curb and gutter. The proposed development would also include 9,690 lineal feet of new public right-of-way to access proposed subdivision lots, including proposed Roads A, B, C, D, E, F, G, H, J, K, L, M, and N. Road A would intersect with Callow Road. Road N would intersect with Oak Road. Road K and Road J would intersect with 109th Avenue NE. 107th Avenue NE would terminate at Oak Road, with the vacation of the 107th Avenue NE public right-of-way. The area vacated would be replaced by critical areas Tract 988, proposed lots, and a proposed public road. State Route 92 intersects with Callow Road to the northwest of the proposed subdivision. Road M would terminate in a proposed cul-de-sac just south of SR 92. A portion of the 109th Avenue NE public right-of-way would be vacated to make way for proposed Road M. *Exhibit 22, Exhibit 23, pages 4 and 8*
- 13) Ms. McManus testified to her concern about ponds within the proposed development breeding mosquitoes. Mr. Thomas responded for the Applicant that the proposed development would contain underground detention vaults. In a preliminary storm drainage report, the consulting engineer for the City reviewed the proposed development site and found no evidence of flooding on site. The consulting engineer reported three detention vaults would detain and treat drainage from three basin areas within the proposed development. The three basin areas are the Developed West-South Basin, the Developed/Existing North Basin, and the Developed/Existing Central Basin. The detention vault in the Developed West-South Basin would lie in the southwest portion of the development site. The detention vault in the Developed/Existing North Basin would lie in the north-central portion of the site, just west of the intersection of proposed subdivision

property in accordance with the requirements of [Title 14] as well as any additional requirements imposed by the Council *LSMC 14 08 010*

*Findings, Conclusions, and Decision
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Road K and Road L. The detention vault in the Developed/Existing Central Basin would lie in the central portion of the site, just west of the intersection of proposed subdivision Road G and Road H. Detained flows from the Central and North Basins would be discharged to existing streams and wetlands on the property, and detained flows from the West-South Basin would be split between an existing storm system that crosses Callow Road approximately 400 feet south of Oak Road and the storm system that crosses Callow Road at the intersection of Callow Road and Oak Road. The intersection of Callow Road and Oak Road would be located at the southwest corner of the site. Rodney Langer, consulting engineer to the City, testified that the City would maintain the stormwater drainage system, and that all release rates within the system would be at or below existing release rates.

Exhibit 9; Exhibit 22; Testimony of Ms McManus, Testimony of Mr Thomas, Testimony of Mr Langer

- 14 Rodney Langer, consulting engineer to the City, testified that some of the proposed basins and treatment vaults would be placed on or near slopes. Terra Associates, Inc, geotechnical engineer for the Applicant, reported that the southeastern portion of the proposed development site has two slopes with broad flat areas between them. The slopes in the southeastern portion of the site and side slopes of ravines on-site range from 25 to 42 percent grade. Terra Associates, Inc reported that on-site slopes greater than 40 percent grade are local and discontinuous, and that these slopes are more than 10 feet high. Terra Associates, Inc did not observe significant erosion along ravine side slopes. Terra Associates, Inc made recommendations to construct detention vault foundations to compensate for on-site slopes.
Exhibit 11, Exhibit 22, Testimony of Mr Langer
- 15 The Applicant would retain 372 of 1,670 significant trees currently found within the proposed development site. The Applicant would plant 3,894 replacement trees within the proposed development, including one tree per proposed lot. Chapter 14.76, LSMC, requires that one deciduous tree is planted for every 30 lineal feet of street frontage, with a tree canopy at least eight feet above finished grade. The Applicant would plant trees along street frontage as required by Chapter 14.76, LSMC. The Applicant would provide a 30-foot wide landscape buffer along the southern portion of SR 92, in the northwest corner of the proposed development. The buffer would include native species, 80 percent evergreen species and native shrubs. Landscaping throughout the proposed development would be included as required by Chapter 14.76, LSMC. *Exhibit 22, Exhibit 23, page 5*
- 16 The proposed development site includes 8 wetlands, Wetlands A, B, C, E, J, X, Y and Z, and three streams, Streams A, B, and C. Group Four, Inc, the Applicant's critical areas and mitigation consultant, delineated wetlands on-site based on the Washington Department of Ecology Wetlands Identification and Delineation Manual. Group Four, Inc determined that Wetland A and B are non-riparian Category 3 wetlands that should be protected by a 50-foot wide buffer, Wetland C, X, Y and Z are riparian Category 2 wetlands that should be protected by a 65-foot wide buffer with an additional 15-foot wide boundary setback line (BSBL) adjacent to forested areas of the wetland, Wetland E is a Category 3 wetland that should be protected with a 50-foot wide buffer and additional 15-foot wide BSBL adjacent to

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forested portions of the buffer, and Wetland J is a non-riparian Category 4 wetland with no buffer required. Group Four, Inc. determined according to Washington Administrative Code (WAC) Section 222-16-020 that north of an existing impassable fish barrier, Stream A is a Type 4 stream that should be protected with a 25-foot wide buffer, and south of the barrier, Stream A is a Type 3 stream that should be protected by a 50-foot wide buffer. Group Four, Inc. determined that Stream B and C are Type 4 streams that should be protected by a 25-foot wide buffer according to WAC Section 222-16-020. The Applicant would provide required buffers throughout the proposed development.⁶ *Exhibit 8, Exhibit 22, Exhibit 23, page 3*

17. Construction of the proposed development would temporarily and permanently impact on-site wetlands and associated buffers due to location of critical areas on-site and proposed subdivision road design.⁷ The Applicant would mitigate temporary and permanent impacts on wetlands and associated buffers by planting native wetland and wetland buffer vegetation for Wetland B, E, X and Z, buffer restoration for Wetland B, C, and A, and buffer restoration for proposed impact to Stream A and Stream B buffer.⁸ 37 feet of wetland would be created within the current Wetland B buffer to mitigate for the proposed fill of 37 feet of Wetland B, 4,881 square feet of wetland would be created within the current Wetland C buffer to mitigate for fill of 2,945 square feet on-site and 42 square feet of off-site impact to Wetland C. 228 square feet of wetland would be created within the current Wetland C buffer to mitigate for fill of 152 square feet of Wetland X. 144 square feet of wetland would be created within the current Wetland B buffer to mitigate for fill of 96 square feet of Wetland Z. Mitigation for 84,887 square feet of permanent buffer impacts would be provided through creation of additional buffer area, buffer enhancement, and additional wetland creation. A total of 91,149 square feet of additional buffer would be provided adjacent to existing buffer. The Applicant would use buffer averaging to accommodate construction of proposed development interior roads and lots.⁹ *Exhibit 8, Exhibit 22, Exhibit 23, page 3*

⁶ Table XIV, LSMC Section 14 88 830 provides required wetland buffer widths classified by use intensity for each wetland category. For Category 2 wetlands, 35-foot-wide buffers are required for low intensity use and 65-foot-wide buffers are required for high intensity use. For Category 3 wetlands, 25-foot wide buffers are required for low intensity use and 50-foot-wide buffers are required for high intensity use. For Category 4 wetlands no buffers are required. Table XIII, LSMC Section 14 88 720 requires 50-foot wide stream buffers for Type 1, 2, and 3 streams, and 25-foot wide buffers for Type 4 streams. *Table XIV, LSMC 14 88 830, Table XIII, LSMC 14 88 720*

⁷ The impacts would include construction of road and frontage improvements within Wetland C and its buffer, construction of frontage improvements within Wetland B and Z and associated buffer, sanitary sewer line construction within the buffer of Wetland X, Y, and Z, water line construction within Wetland B's buffer, and lot development within buffer of Wetland A, B, E, X, and Z. *Exhibit 8*

⁸ Table XV, LSMC Section 14 88 840(c) provides that mitigation ratios for replacement of impacted wetlands are as follows: Category 2 forested wetlands require a 3:1 replacement to impact ratio, Category 2 scrub/shrub wetlands require a 2:1 ratio, Category 2 emergent wetlands require a 1.5:1 ratio, Category 3 wetlands require a 1:1 replacement to impact ratio, and impacts to Category 4 wetlands do not require mitigation. *Table XV, LSMC 14 88 840(c)*

⁹ LSMC Section 14 88 830(c) provides that wetland buffer widths may be modified by averaging. In no instance shall the buffer width be reduced by more than 50% of the standard buffer. Wetland buffer width averaging shall be allowed only where the applicant demonstrates all of the following: (1) that averaging is necessary to avoid an

- 18 The proposed development site is located within the Lake Stevens School District. The City has adopted the District's Capital Facilities Plan (CFP) with the City's Comprehensive Plan. The CFP quantifies a single family development's impact on district facilities and the costs of mitigating the impact. Based on the CFP, the District would assess a school impact fee of \$3,875.00 per single-family dwelling unit within the proposed development. The entire fee would be payable prior to issuance of the first building permit for the proposed development or a payment of \$3,875.00 would be payable per unit prior to issuance of each building permit. The City would require that the developer submit proof of payment from the District with each building permit application. *Exhibit 23, pages 4 – 5*
- 19 Mr. Langer, consulting engineer for the City, testified that he reviewed proposed traffic mitigation associated with the proposed development and found proposed mitigation to sufficiently off-set traffic impacts of the proposed development. Traffic mitigation impact fees of \$368,758.00 for the proposed development would be paid to the City of Lake Stevens, based on the average daily trips to the roadway system surrounding the proposed development. *Exhibit 23, page 4, Testimony of Mr Langer*
- 20 According to a supplemental traffic analysis by Gibson Traffic Consultants dated November 13, 2006, the proposed development would add 291 PM peak hour trips and 2,756 average daily trips to the surrounding roadway system. In an email to Ms Justice dated December 11, 2006, WSDOT requested that the proposed development's site plan allow right-of-way for a future fully-channelized, illuminated, and signalized intersection at the State Route (SR) 92-Callow Road junction, the developer's payment of a pro-rata share of a traffic impact mitigation fee, totaling \$39,282.63, development of an east-bound right turn lane at the SR 92-Callow Road intersection, development of a north-bound right turn lane with 150 feet of storage at the SR 92-Callow Road intersection. In relationship to the request, WSDOT would require the Applicant to provide an application to establish a JA Account covering WSDOT review costs, a channelization plan and illumination plans for WSDOT review and approval, a hydraulics and drainage report for WSDOT review, traffic control plans for all SR 92 construction phases, and a General Permit for work on SR 92. At the public hearing, Ms Justice proposed a condition of CUP approval that would require the developer to address concerns of the Washington State Department of Transportation (WSDOT) prior to City issuance of any permit for the proposed development, including a clearing and grading

extraordinary hardship to the applicant caused by circumstances peculiar to the property, (2) that the wetland contains variations in sensitivity due to existing physical characteristics, (3) that low intensity land uses would be located adjacent to areas where buffer width is reduced, and that such low intensity land uses are guaranteed in perpetuity by covenant, deed restriction, easement, or other legally binding mechanism, (4) that width averaging will not adversely impact the wetland functional values, and that the total area contained within the wetland buffer after averaging is no less than that contained within the standard buffer prior to averaging. *ESMC 14-88 830(c)*

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permit *Exhibit 21, Testimony of Ms Justice.*

21. The proposed development would provide for on-site parking for development residents. Four parking stalls would be provided per single-family unit: two parking stalls inside the garage, and two additional stalls in the driveway. *Exhibit 23, page 5*
22. The proposed development would provide for open space through several tracts within the proposed development. Tract 988 would be a critical areas tract located in the southeast portion of the development site, surrounding Stream C and its associated buffer, and an open space tract located just south of proposed Lot 288. Tract 989 would be a critical areas tract extending roughly north to south within the site, surrounding Stream A and its associated buffer. Tract 990 would be located in the southwest portion of the site and would contain a storm detention vault and associated open space. Tract 991 would be a landscape tract located in the northwest corner of the site. Tract 992 would be an open space tract located northeast of proposed Lot 125. Tract 993 would be a Native Growth Protection Area (NGPA) located northeast of proposed Lots 109-116. Tract 994 would contain a storm detention vault and associated open space, and would be located just west of proposed Lot 121. Tract 995 would contain a storm detention vault and associated open space, and would be located just west of proposed Lot 61. Tract 996 would be an open space tract located just southeast of proposed Lot 87. Tract 997 would be an open space tract located just east of proposed Lot 86. Tract 998 would be an open space tract located along the southern edge of the site, south and east of proposed Lots 21 and 18. Tract 999 would be a NGPA located on the east edge of the site. *Exhibit 8, Exhibit 22*
23. Chris Ward, a neighbor to the south of the proposed development, testified about his concern about buffers around proposed property lines and setbacks within the proposed development. David Cayton responded for the Applicant that there would be a 20-foot wide setback from the proposed development's southern property line and a retaining wall. Mr. Cayton testified that open space Tract 998 within the proposed development would buffer Mr. Ward's property to the south of the proposed development. Mr. Thomas testified that there would likely be 50 feet separating nearby houses on proposed lots and the proposed lot property line. *Testimony of Mr Ward, Testimony of Mr Cayton, Testimony of Mr Thomas*
24. The City assesses a parks mitigation fee according to Chapter 14 120, LSMC and the adopted parks and recreation plan for the proposed development. The fee is currently set at \$1,575.00 per single-family dwelling unit, with the entire fee payable prior to issuance of the first building permit for the proposed development or \$1,575.00 payable per dwelling unit payable prior to issue of each building permit. The City Staff Report stated "The applicant has expressed a desire to off-set a total or a portion of these costs allowed under LSMC 14 120 100." LSMC Section 14 120 100 provides that a developer can offer dedication of park land as total or partial payment of the required park impact fee. *LSMC 14 120 100, Exhibit 23, page 4.*
25. Ms. Justice testified that the park dedicated to the City located adjacent to Callow Road and

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Oak Road would be maintained by the City Ms Justice testified that the City is updating the park maintenance plan and is hiring additional workers to maintain the future park. Ms Justice testified that the future park will be landscaped by the Applicant prior to park dedication *Testimony of Ms Justice*

26. The proposed development would provide for a pedestrian trail system. A low-impact trail would cross the site, extending from the southern portion of the site, near the Oak Road-proposed development Road B intersection. The trail would follow the channel of Stream A north to the existing stream crossing, then would head east. At that point, the trail would fork, with one fork extending into Tract 998 and another intersecting with the proposed cul-de-sac at the end of 109th Avenue NE. At the public hearing, Ms McManus expressed a concern that the trail be open to the public. Ms Justice responded by proposing a condition of CUP approval that the trail system would be open to the public. *Exhibit 23, page 4, Testimony of Ms McManus, Testimony of Ms Justice*

27. Sanitary sewer service would be provided to the proposed development site by the Lake Stevens Sewer District. Water service would be provided to the site by Snohomish County PUD #1. At the public hearing, Ms Justice proposed a condition of CUP approval that the sewer system general facilities charge must be paid by the developer prior to final plat approval. *Exhibit 23, page 5, Testimony of Ms Justice*

28. Mr Thomas testified for the Applicant that all conditions as revised at the public hearing are reasonable and would mitigate impacts associated with proposed development. *Testimony of Mr Thomas*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has authority to hear and decide applications for conditional use permits pursuant to Lake Stevens Municipal Code (LSMC) Section 14.12.320.

Criteria for Review

Pursuant to LSMC Section 14.16.120, a Conditional Use Permit shall be approved if the following criteria are satisfied:

1. The use is permitted in the zone in which it is located.
2. The project is found to comply with the standards and requirements of Title 14, and
3. The project has completed the SEPA environmental review process.

A Conditional Use Permit shall be denied if the above criteria are not satisfied or the proposal will substantially endanger or harm the general public health or safety or adjoining properties. Reasonable conditions may be placed on the permit if necessary to ensure compliance with criteria. *LSMC 14.16.120(g)*

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Conclusions Based on Findings

1. **The proposed construction of one single-family detached condominium dwelling unit per lot is a use permitted in the Multi-Family Residential zone.** Single-family detached residences with one dwelling unit per lot are a permitted use in the MFR zoning district upon City approval of a zoning permit. The City's MFR zoning district is designed primarily to accommodate higher density multi-family developments, and generally to ensure a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in nonresidential districts. The proposed development will include detached single-family residences, public roads to access the residences, open space, parks, storm drainage facilities, trees, landscaping, parking, and a trail system. *Findings 1, 4, 5, 7, 10, 12, 13, 15, 21, 22, 26*
2. **With conditions, the project complies with the standards and requirements of Title 14, Lake Stevens Municipal Code.** The City gave the public adequate notice of the CUP application, scoping meeting and associated public hearing. Physical conditions within the proposed development site are suitable for development. The proposed use is allowed within the MFR zoning district. Proposed lots will meet the minimum lot size requirement in the MFR zone. All proposed lots will be accessible through public roads. Street improvements will be made along Road, 107th Avenue NE, Callow Road, and 109th Avenue NE, including sidewalks. One park within the proposed subdivision will be dedicated to the City. Park mitigation fees will be paid to the City. Stormwater runoff will be contained and treated within an underground detention vault system within the proposed subdivision. Significant trees will be retained on site and new trees planted. Wetlands and streams will be protected by required buffers, and impacts to wetlands, wetland buffers and stream buffers will be mitigated. School impact mitigation fees would be paid to the Lake Stevens School District. Traffic impact mitigation fees will be paid to the City and to WSDOT. The proposed development will provide for off-street parking for residents, open space within the proposed development, and a publicly-accessible trail system within the proposed development. Sanitary sewer and water service will be provided to the proposed development.

Conditions of CUP approval are necessary to ensure that development construction occurs according to the phased construction plan; that construction occurs according to geo-technical engineer recommendations, that trees are retained on-site according to a Final Tree Retention Plan, that critical area impact mitigation is monitored following mitigation plan implementation, that WSDOT review and approval of development plans occurs prior to City issuance of any permit for the proposed development, including a clearing and grading permit, that the development trail system will be open to the public; and that the sewer system general facilities charge must be paid by the developer prior to final plat approval. It seems that some proposed lots may not meet the minimum lot width requirement within the MFR zone. A condition of CUP approval is necessary to ensure that proposed development complies with the Development Agreement that will be entered into by the City and the developer. *Findings 1 - 10, 12 - 22, 24 - 28.*

3. **The project has completed the SEPA review process.** *Exhibit 11*

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4. **With conditions, the proposed use would not endanger the general public safety or health or harm adjoining properties.** The proposed development will provide for single-family residential housing with access to public roads within the City of Lake Stevens. The City reviewed the development proposal as required by SEPA and determined that with conditions, the proposal would not have a probable significant adverse effect on the environment. The proposed development will include a stormwater management system. Sanitary sewer and water service will be provided to the proposed development. Wetlands and streams will be protected by required buffers, and impacts to wetlands, wetland buffers and stream buffers will be mitigated. School impact mitigation fees would be paid to the Lake Stevens School District. Traffic impact mitigation fees will be paid to the City and to WSDOT. Park mitigation fees will be paid. The park dedicated to the City will be maintained by the City. The proposed development will provide for open space within the proposed development and a publicly-accessible trail system within the proposed development.

A condition of CUP approval is necessary to ensure that there is a sufficient buffer between the Ward property to the south of the proposed development and the proposed development. A condition of CUP approval is also necessary to ensure that approval of the public right-of-way vacation application shall be obtained from the City prior to recording of the final plat. The vacation of the 107th Avenue NE and 109th Avenue NE public right-of-way will provide for a critical areas tract, construction of proposed lots, and construction of proposed public roads. The Applicant testified that all conditions proposed at the time of public hearing are reasonable and will mitigate proposed development impacts. *Findings 1, 2, 4 - 6, 11 - 13, 16 - 20, 22, 23 - 28.*

DECISION

Based on the preceding Findings and Conclusions, the request for a CUP to allow construction of 288 single-family detached condominiums on 70.10 acres south of State Route 92 and east of Callow Road in Lake Stevens, Washington, is **APPROVED**, subject to the following conditions

1. Site development of the project is in accordance with a site plan approved by the Hearing Examiner and in compliance with the site plan submitted as part of the land use application.
2. A Developer's Agreement shall be entered into between the Applicant and the City of Lake Stevens upon approval of the Conditional Use Permit and prior to commencement of construction. The Developer's Agreement shall govern development of the project. A copy of the Development Agreement shall be provided to all parties of record within 60

¹⁰ Conditions include both legal requirements applicable to all developments and conditions to mitigate the specific impacts of this development.

days of Conditional Use Permit approval ¹¹

3. A Final Tree Retention Plan shall be submitted and approved by the City of Lake Stevens prior to clearing and grading of the site
4. Applicant shall pay the general facilities charges for the sewer system prior to final plat approval. The cost paid shall be the amount in effect at the time preliminary plat approval is issued as determined by the Lake Stevens Sewer District under a Developer Extension Agreement
5. A notation shall be placed on the final plat that the school impact fee will be due and payable to the School District as a condition of issuance of a residential building permit for each unit
6. Technical documents shall be submitted with the construction application including a review by a geo-technical engineer for the grading and construction plans
7. All easements shown on title documents shall be shown on the condominium site plan, unless evidence is presented that said easements have been eliminated
8. Any existing easement affecting lots in the proposed condominium site plan must be abandoned prior to final plat approval
9. No clearing, grading, filling, construction or other physical alteration of the site may be undertaken prior to the issuance of the necessary permits for such activities
10. All utilities shall be placed underground per LSMC 14 60 and shown on plans submitted at the time of construction application.
11. At each entrance to the development the applicant will be allowed to have not more than two signs identifying such subdivision and no sign shall exceed 16 square feet.
12. An illumination and electrical plan for the intersection of Callow Road and Highway 92 shall be submitted to and approved by WSDOT prior to recording of this CUP
13. A channelization plan shall be submitted to and approved by WSDOT prior to recording of this CUP
14. Compliance with all elements of Title 14 of the Lake Stevens Municipal Code

¹¹ Upon receipt of the Development Agreement and upon showing good cause, any party of record may request the Hearing Examiner re-open the conditional use permit approval public hearing for reconsideration of the Hearing Examiner's decision. The Hearing Examiner has authority to reconsider his decision to approve the conditional use permit with conditions, pursuant to LSMC Section 2 48.030 C

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- 15 The development of final construction documents shall include provision of vehicular access to each detention/water quality vault for maintenance and operation
- 16 Development will be in accordance with all local, state, and federal requirements
- 17 Approval of the public right-of-way vacation application shall be obtained from the City prior to clearing and grading of the site
- 18 The project shall include a 20-foot wide setback from the southern property line of the development and a retaining wall in the area adjacent to the Ward property Tract 998 shall serve as a buffer between the project and the Ward property
- 19 The trail system shall be available for public use

Prior to building permit issuance:

- 20 Phasing completion as noted below

Phase 1

- Completion of the Park at the corner of Callow and Oak Road
- Completion of the associated storm retention system that will service the western basin
- Completion of frontage improvements along Callow and Oak Road

Phase 2

- Completion of road frontage improvements along Callow Road
- Construction of interior trail to be extended to stream corridor and completed during Phase 3 and 4

Phase 3

- Oak road to 109th extension shall be completed

Phase 4

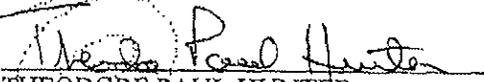
- Completion of the associated storm water facility
- Completion of the park area
- Completion of Critical Areas mitigation

- 21 Department of Public Works approval of the required and constructed frontage improvements
22. A bond in the amount equal to three plantings for each of the 288 lots will be posted as a condition of final approval.

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- 23 A maintenance bond will be submitted in the amount of 150 percent of the replacement value of 3,894 trees as defined in the final Tree Retention Plan. Said bond will remain in force for the five-year period.
- 24 A Final Wetland Report will be submitted which specifies a five-year monitoring program of Mitigation Plan implementation.
- 25 A bond in the amount of 150 percent of the price of wetland plantings will be posted with the City for the duration of the five-year monitoring program.
- 26 Traffic mitigation fees for the Nourse L116-1 residential development will be in the amount of \$368,758.00 to the City of Lake Stevens and \$39,282.63 to the Washington State Department of Transportation. The City of Lake Stevens mitigation fee, based on 288 units, can be paid per unit prior to building permit issuance at a fee of \$1,280.41.
- 27 The parks mitigation fee is paid to the City in the amount of \$1,575.00 per unit. This fee can be paid in whole (\$1,575.00 x 288 units) or \$1,575.00 can be paid per unit prior to permit issuance.
28. The Lake Stevens School District assesses a school impact fee of \$3,875.00 per single-family dwelling unit. The entire fee is payable prior to issuance of the first building permit or the \$3,875.00 per dwelling unit may be paid prior to the issuance of each building permit. Proof of payment from the school district is required with each building permit application.

DECIDED this 1st day of February 2007.


THEODORE PAUL HUNTER
Hearing Examiner

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EXHIBIT D

Determination of Nonsignificance L116-1 Nourse, LLC
10-18-2006

Unofficial's Document



MITIGATED DETERMINATION OF NONSIGNIFICANCE

Issuance Date: October 18, 2006

Project Name (No.): L116-1 Nourse

Applicant: L116-1 Nourse, LLC

Description of Proposal: Proposed development of the 70 10-acre site consists of demolition of all existing structures and construction of 288 single-family residences with associated internal road and pedestrian access, frontage improvements, underground utilities, open space, and drainage treatment/detention facilities. Development of the site will result in 60% of the property being developed with approximately 32 acres devoted to open space/NGPA area. The development will occur in four phases. Phase 1 will include 30 units situated in the southwestern portion of the site. This will include the park at the corner of Callow and Oak Road, the associated storm retention system that will service the entire western basin, as well as frontage improvements along Callow and Oak Road. Phase 2 will include the construction of 119 units in the western portion of the site with completion of road frontage improvements along Callow Road and interior trails. Phase 3 will include the construction of 91 units in the eastern central and southern portion of the site with the extension of Oak Road to 109th. Phase 4 will include 48 units, associated road improvements, associated storm water detention facility, park area and completion of critical areas mitigation. The proposal also includes extending the sewer up Callow Road.

Project Location: The proposed development is generally located south of SR-92, west of Callow Road and north of Oak Road.

Contact Person: Roxanne Justice, Planner, (425) 377-3231

Responsible Official: 
Rebecca Ableman, SEPA Responsible Official
Department of Planning and Community Development

Threshold Determination: The City of Lake Stevens, acting as lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW 43 21 030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This MDNS is issued

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

Monday, June 13, 2011
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:04 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Mark Somers, Kim Daughtry, Kathy Holder, and Suzanne Quigley

COUNCILMEMBERS ABSENT: Marcus Tageant, Neal Dooley and John Spencer

STAFF MEMBERS PRESENT: Planning Director Becky Ableman, City Administrator Jan Berg, City Attorney Paul McMurray, Public Works Director/City Engineer Mick Monken, Finance Director/Treasurer Barb Lowe, Principal Planner Karen Watkins, Human Resource Director Steve Edin, Police Commander Dan Lorentzen, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Ted Boysen, Rich Mietzner, Cliff Call, Doug Bell, Corey Burke, Brad Nysether, Tim and Julia McCord, Gigi Burke, Kevin St John, Nancy Mitchell, Steve Mulvaney, Roger Jobs, Paul Olliges, Steve Ewing, Susan Putnam, Rose Granda, Steve Miller, Steve Hobbs

Excused absences. Councilmember Holder moved to excuse Councilmembers Dooley, Spencer, and Tageant, seconded by Councilmember Somers; motion carried unanimously. (4-0-0-3)

Guest Business. Steve Ewing, 8617 11th Street NE, commented that McNeil Island is trying to release sex offenders into Marysville as a test city and then will probably release some in Lake Stevens. Requested Council address the zoning requirements to place facilities in areas that are appropriate. They need a place that provides adequate treatment for their needs.

Susan Putnam, 8125 15th Street NE, asked Council to take time to listen to Mr. Ewing who is a parole officer for Monroe Corrections. The State is thinking about releasing inmates early.

Consent Agenda. Councilmember Daughtry moved to approve the Consent Agenda (A. Approve June 2011 vouchers – Payroll Direct Deposits 904309-904374 in the amount of \$120,995.28, Payroll Checks 31877-31881 for \$5,536.61, Claims 31875-31876, 31882-31964 for \$1,276,199.96, Electronic Funds Transfers 335-341 for \$126,691.69, Tax Deposit for 6-1-11 in the amount of \$42,702.95 for total vouchers approved of \$1,572,126.49; B. Approve minutes of May 23, 2011 regular meeting; C. Approve minutes of May 31, 2011 workshop meeting; D. Approve Memorandum of Understanding regarding Inter-jurisdictional Housing Committee; and E. Approve contract with Department of Corrections), seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Consideration of second reading of Ordinance No. 856, adoption of the Shoreline Master Program (SMP) and associated documents, related code amendments and related

Comprehensive Plan amendments. City Clerk Scott read the public hearing procedure, which will be used for both hearings. Principal Planner Watkins reviewed in a PowerPoint presentation the shoreline inventory and analysis report, no net loss of ecological function, current circumstances and future development of docks, 490,215 sq ft. of existing docks, 20-year build-out is 489,999 sq. ft., currently 398 existing docks, new dock requirements, how to add new docks to the lake, comparison of key differences of existing and updated SMP in reference to docks, and comparison of reconstruction of a single family residence after fire, accident or natural disaster. Urban Concepts, Kevin St. John and Tom Matlack provided written comments as part of the record. Mayor Little restated that no one who has a current dock needs to reduce because others want to build a dock.

Councilmember Quigley noted that if a house is destroyed, 6 months is not enough time to get a permit if you have a major disaster.

Councilmember Daughtry commented that no net loss is not quantitative; should address other things like biological function, counting aquatic plants, etc. Principal Planner Watkins responded that we would need a consultant to do this and the State did not allow enough money for new studies.

Public comments. Ted Boyson, 10432 Sandy Beach Drive, commented the SMP imposes implementation of further restrictions, will lower property values, need to be able to have affordable solutions, diminish land value and use of the lake, and 6' foot wide dock down to 4' wide is funneling and would cause people to fall. Policy is negotiable with environmental agencies. Do not need to sign off on extremism, which can cause great harm.

Brad Nysether, 525 E Davies Loop Road, has lived on the lake for 30 years. He commented property rights would be taken away if these regulations go into effect. Should grandfather in current docks and piers, taking away private property, need just compensation, and objects to the taking – condemnation. Each dock would have to reduce in size by 60 square feet to allow more docks.

Kevin St John, 701 Stitch Road, stated a shoreline master plan attorney should be hired. The SMP has broad sweeping language and fringing on property rights, should be balanced, and fact based. Current SMP goes beyond the State requirements, diminishes property values, some of the rules conflict, and should contact experts in the field.

Doug Bell, 10830 Vernon Road, speaking on behalf of his neighbors and himself commented helicopters are now outright allowed with the new regulations. FAA only licenses helicopters and not shoreline regulations. Section 14.44.070 allows float planes and helicopters subject to FAA regulations; that's redundant and wants this oversight corrected. Helicopters are not a water dependent use and should be prohibited from overwater structures. This would not affect the one current helicopter use and not intended to defeat that owner.

Steve Miller, 11016 Maple Lane, commented his house is off the water 27 feet because of the higher lake level. The weir is a total failure because it is not maintaining the lake level. New

Lake Stevens City Council Regular Meeting Minutes

June 13, 2011

regulations will not fix issues with fish and will bring down his property value. The aerator is not turned on and does not want diminished use of the lake.

Nancy Mitchell, 1015 Stich Road, commented that she does not understand when they put in the new bulkhead and did the dock, they followed the permits that were required at that time, and now feels they are being punished because she still lives there. If their bulkhead fell in and they had to put in a new one it would have to be built further back and can't do anything to repair it.

Cliff Call, 625 Stich Road, has lived there since 1989. His biggest concern is the arbitrary 60 foot setback which has nothing to do with the shoreline and should be in the building codes. What is the definition of high watermark? With the weir the lake level has been raised two feet higher. The 60 foot regulation should be abandoned with no penalties. Houses and docks will deteriorate because of the regulations. Houses on the lake now should be deemed conforming.

Gigi Burk, 920 E. Lakeshore Drive, commented they want to be part of the solution, want the lake to be healthy, and find the right solution to fit everyone. Asked Council to take the time that is necessary to make sure it is the right thing for all of us for the next 20 years.

Rich Meitzner, 10404 Sandy Beach Drive, commented when Makers, the consultant, was here they had a softer edge version for bulkheads. Planning Director Ableman responded bulkhead requirements are directly from the State law. Mr. Meitzner commented rebuilding a house is affected by the Critical Areas Regulations (CAR). Planning Director Ableman responded no, once the SMP is adopted, it's under Appendix B of the SMP. Mr. Meitzner noted that wider docks with grating should work.

Steve Mulvaney, 617 Stich Road, commented rather than taking whatever the Fish & Wildlife say, you should be trying to prove that the fish are in there that actually need protection.

Cory Burke, 920 E. Lakeshore Drive, asked what is the ordinary high watermark, what determines that and if it fluctuates does the dock now become non-compliant? The dock length is allowed to meet 5.5 water depth, what determines that? 30 feet from shoreline requires grating – how is this affected by water depth, who did the study to determine the 30 feet? Replacement of a home at 6 months – sometimes not enough time for insurance to pay to rebuild.

Steve Hobbs, 3309 114th Drive NE, noted he does not own a dock and is a State Senator. His legislative aide, Eric Ashley, is taking notes. He is willing to introduce new legislation.

Roger Jobs, 10918 Vernon Road, has lived there since 1978 and the water used to cover the dock. Suggested having expert attorney and consultants to go through the SMP before making a decision, which affects value, usability and salability.

Rose Granda, 12011 N. Lakeshore Drive, asked how the City will maintain their property? Are you planning on conforming to all these regulations yourself, are you going to downsize all your docks to the 3 or 4 feet for the first 30 feet with the grated material? Are you going to hire an employee to go around the lake and manage these docks, floating dock, and buoys? Are we going to pay for City employees to go out and check all these things? How are you going to know, remember and document what is really out there because each dock has such different

things added. The City has the largest floating docks and docks – are you going to be accountable and who is going to manage this? As a homeowner he is scared because of the potential for taxes and cost. Encourage contacting experts and be willing to listen to them.

Paul Olliges, 824 E Lakeshore Drive, purchased his house 14 years ago. It has a dock that is 8 feet by 120. It has a full concrete bulkhead across the 100 feet of waterfront. It has a structure within 10 feet of the waterfront and fire pit. The depth of the water at the end of his dock is 5 feet. The City is welcome to come to his property to view the fish and depth of the water. Since the aerator, he is seeing more small fish. He wants to make sure they can repair the property they own.

Julia McCord, 9827 N. Davies Road, has lived here her whole life. It is better to put in sewers. By changing the dock, is it really going to affect the fish? Stop some of that toxic drainage. The State is not looking at the big picture.

Tim McCord, 9827 N. Davies Road, commented grating on docks is based on marine requirements and not fresh water. It would be a liability to wait for a 50% dock repair/replacement. What is the restoration of shoreline based upon? Water levels used to be much lower and requirements are arbitrary.

MOTION: Councilmember Somers moved to close the public comment period, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Councilmember Holder asked how the ordinary high water mark was derived and address the lake level. Public Works Director/Engineer Monken stated the lake level is set by the weir which is 211.7 feet when the water is flowing over the weir. Try to maintain 211.5 as a minimum. Before the weir was put in the lake would have been about 2.5 feet lower. North shore has the shallower area of the lake. Planning Director Ableman responded the ordinary high water mark is defined by RCW, which is not the average but at that point where the water is normally. There are some characteristic that are used along the shoreline to determine that. With the permission of the Fish & Wildlife, we control the lake level.

Councilmember Quigley asked if other lakes have weirs, is it common? Public Works Director/Engineer Monken responded yes, Lake Washington is an example. We only regulate the weir 6 months out of the year; the rest of the year there is no weir.

Councilmember Holder asked when the aerator is generally turned on. Public Works Director Monken responded the aerator is turned on not by a specific date but by the level of dissolved oxygen.

Councilmember Holder asked about public versus private dock requirements. Planning Director Ableman stated City docks are serving more people. When we go to replace, we will also have to do some mitigation to meet light penetration. Public Works Director/Engineer Monken noted that the City removed the bulkhead at North Shore Park and are letting it go back to natural.

Councilmember Somers noted that each person's questions are answered by staff in the Responsiveness Summary and available online.

Councilmember Holder asked if grating is required for the first 30 feet, why then 4' wide for a new dock? Planning Director Ableman responded because grating only provides 60% light penetration.

Councilmember Holder commented that bulkheads are not part of the no net loss. Planning Director Ableman responded that is what the Department of Ecology said. Bulkheads have very specific requirements.

Councilmember Somers noted that septic systems were brought up, do you have a rough idea how many. Mayor Little responded they will find out from the Sewer District.

Planning Director Ableman commented they will be preparing the following items for the next meeting: decision permit type matrix for different types of development, Planning Commission recommended amendments, and a few little typos.

Councilmember Quigley asked about dock modification requirements by DOE and other ways to mitigate to give more flexibility to overwater structures so you can build bigger new docks. Planning Director Ableman responded in the master program current docks are allowed to remain at the same width as they are now, may be required to do some mitigation measure, remove the skirting and add grating.

Councilmember Quigley asked if any other shoreline management programs have a grandfathering clause for bulkheads. Planning Director Ableman responded no, we have been instructed that is a State requirement that everyone must follow.

Councilmember Daughtry asked about installing a boardwalk in a wetland area. Principal Planner Watkins responded boardwalks would be allowed.

Councilmember Quigley asked about looking at how other SMPs balance issues we have. Councilmember Quigley suggested continuing this discussion to next month so we have full Council present.

Planning Director Ableman suggested July 11.

MOTION: Councilmember Daughtry moved to continue the public hearing on the Shoreline Master Plan to July 11, seconded by Councilmember Quigley; motion carried unanimously. (4-0-0-3)

Consideration of second reading of Ordinance No. 855, land use code amendments related to the Shoreline Management Act. Principal Planner Watkins stated the code amendments relate to the Shoreline Management Act and have nothing to do with our proposed Shoreline Master Program. There was one correction which added a new Section 15, in 14.16B.360 Expiration of Approval for Type III applications, which was already in the Type II subsection, but should have also been added to the Type III subsection. The only public comment received at the last hearing was on the words shall and should. We are not adding these definitions to this ordinance; they are part of the SMP code amendments.

Councilmember Quigley requested the ordinance be moved to the next meeting to allow additional time to review this ordinance. Mayor Little suggested June 27 and Council agreed.

Approve minutes of June 6, 2011 Council workshop meeting. Councilmember Quigley moved to approve minutes of June 6, 2011 workshop, seconded by Councilmember Daughtry; motion carried Councilmember Somers abstaining. (3-0-1-3)

Approve Music on the Lake contracts. Finance Director/Treasurer Lowe commented the performances were put together by the Arts Commission for six Thursdays, except July 28. The Navy Band and local jazz school (contract for \$1.00) are free with the rest at \$500 per performance. The proposed cost is \$2001 for all performances plus \$100 for print cost; budgeted for full amount.

MOTION: Councilmember Holder moved to authorize the Mayor to sign performance agreements, seconded by Councilmember Somers; motion carried unanimously. (4-0-0-3)

Approve Arts/Parks Foundation wine garden during Music on the Lake. Finance Director/Treasurer Lowe reported Tracy Stevens brought this forward for the Arts and Parks Foundation. An outside winery will host the event, which is a separate application for use of North Cove Park from 6:30-8:00, and limiting purchase to two drinks per person. They will be making application to the liquor board and meeting City insurance requirements. None of the expenses come from the City budget.

MOTION: Councilmember Holder moved to approve Arts and Parks Foundation's request to host a Wine Garden in North Cove Park during the 2011 Music on the Lake event contingent upon approval of Washington State Liquor Board, seconded by Councilmember Somers; motion carried unanimously. (4-0-0-3)

Approve removal of Shadow Brook bridge. Public Works Director/Engineer Monken reported this was brought to our attention by a citizen who has safety concerns for a bridge that crosses the outfall from Lake Stevens and located off North Hartford, part of the Shadow Brook Division, and just north of Mt. Pilchuck Elementary School. The majority of the pedestrian bridge is in the public right-of-way but it does connect into private property. However, on this private property there is an identified easement for pedestrians but it does not identify who has the right to that easement. There are no postings on the bridge identifying it as a private bridge. There is a safety concern and the City's Building Official red tagged it, clearly a safety hazard. Part of bridge wood structure has rotted away, about 20 feet long. Unclear if it is public or private. He is recommending an agreement with homeowners. If the bridge is private it relieves the City from responsibility to replace the bridge and if anything should happen in the effort to remove the bridge. The cost to remove the bridge is approximately \$3,000 and an abatement process would exceed \$3,000. No proposal to replace the pedestrian bridge. Checked with the School District and there is no pickup for children there and this is not an access for a school, looks like it is for recreation. Mr. Monken recommends authorizing the Mayor to sign the agreement with the homeowners. The City placed barriers on the public side. The homeowners will be contacted.

City Attorney McMurray commented that the ownership of the bridge is a very grey area. The document identifies a pedestrian easement and the bridge is in part of the pedestrian easement and City right-of-way. The agreement Council is reviewing takes the position that this is a private pedestrian bridge not owned by the City and tries to get indemnification and release language to protect the City's interest and also make it very clear that the City will not be under a legal obligation to replace the bridge, which would be at the cost of the homeowners.

Public Works Director Monken noted there are 10 parcels in the plat that will be contacted.

MOTION: Councilmember Somers moved to authorize the Mayor to execute agreements with homeowners in Shadow Brook for the City's removal of the pedestrian bridge connecting to Harford Road to this plat, seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

Adjourn. Councilmember Holder moved to adjourn at 9:09 p.m., seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

Vern Little, Mayor

Norma J. Scott, City Clerk/Admin. Asst.

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: June 27, 2011

Subject: Professional Services Agreement – On Call Planning Services
Perteet and The Watershed Company

Contact Person/ Rebecca Ableman
Department: Planning & Community Development Director

Budget Impact: None at this time

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:

The recommendation is for the City Council to authorize the Mayor to sign the Professional Services Agreement with:

1. Perteet
 2. The Watershed Company
-

SUMMARY/BACKGROUND:

The City uses qualified consultants to perform critical area review for land use proposals. There is currently one consultant contract that the Planning Department can use to perform these reviews. Staff recommends that the City have more than one alternative available for this needed expertise and other on-call services primarily because to serve as backup staff and on a few occasion, applicants have wanted to use the same consultant for critical areas and therefore, the City would need a separate peer review for confirmation of the analysis and land use proposal. Additionally, the City itself is in need of a critical area analysis for City projects and needs to use a separate firm to ensure review integrity. Until recently, the City used an outside consultant for maintaining its GIS materials. It is appropriate to retain this service should we have mapping needs that cannot be done by current staff. Staff was also seeking a more predictable fee system for applicants and will change procedure with the consultants who do these types of reviews for the City.

Earlier this year, staff issued a Request for Proposals and received 15 responses. There were 4 interviewed based on scoring of the proposals. Finally, 2, Perteet (**Attachment 1**) and The Watershed Company (**Attachment 2**) were selected to move forward with a PSA for Council's consideration. Both firms are highly qualified and already contain the base GIS Mapping for the City.

APPLICABLE CITY POLICIES:

It has been common practice for the City to maintain on-call services to be responsive to its citizens and customers.

BUDGET IMPACT:

No budget impact at this time. The cost for the City's review for critical areas on a land use application is reimbursed by the applicant. There is a small 2011 mapping budget, however, is not anticipated to be used at this time because of current in-house expertise.

ATTACHMENTS:

Attachment 1 – Perteet Proposal, PSA, and Scope of Services
Attachment 2 – The Watershed Company, Proposal, PSA, and Scope of Services

January 28, 2011

RECEIVED
JAN 28 2011
CITY OF LAKE STEVENS

Rebecca Ableman, Planning Director
City of Lake Stevens
1812 Main Street, PO Box 257
Lake Stevens, WA 98258

Re: On-Call Planning and Environmental Services

Dear Becky:

Pertect is pleased to provide you with this proposal for continuation and expansion of on-call services to support the Department of Planning and Community Development for the City of Lake Stevens. The City remains an important client for Pertect, a long-standing partner within the Snohomish County community. We have enjoyed an excellent relationship with you and City staff and hope to continue to assist the City with development review and project needs.

This proposal is based on our response to the Request for Proposals, our experience with the City's Planning Department, and our understanding of your needs that can be addressed through an on-call contract. Our proposal focuses on these core principles:

- **Comprehensive** – Providing a full-range of planning and environmental services within a single shop;
- **Efficient** – Building on our singular familiarity with the City's needs, codes, data, and procedures;
- **Reliable** – Responding with a personal commitment to responsiveness and timeliness;
- **Value-Driven** – Addressing costs to allow for affordable support services that are scalable to the size and complexity of each project.

While we have largely provided critical area reviews and GIS management services for the City, Pertect's expertise extends beyond these services to meet all of the City's on-call needs. In this proposal, you will find the staff that has helped you to date, as well as additional staff and resources to assist with the added resources in the RFP.

If you have any questions regarding this proposal or require any additional information, please do not hesitate to contact me at 1-800-615-9900 or SHansen@pertect.com.

Sincerely,



Stephanie Hansen, AICP
Project Manager

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Perteet Inc.

2707 Colby Avenue, Suite 900
Everett, Washington 98201

1-800-615-9900

p: 425-252-7700

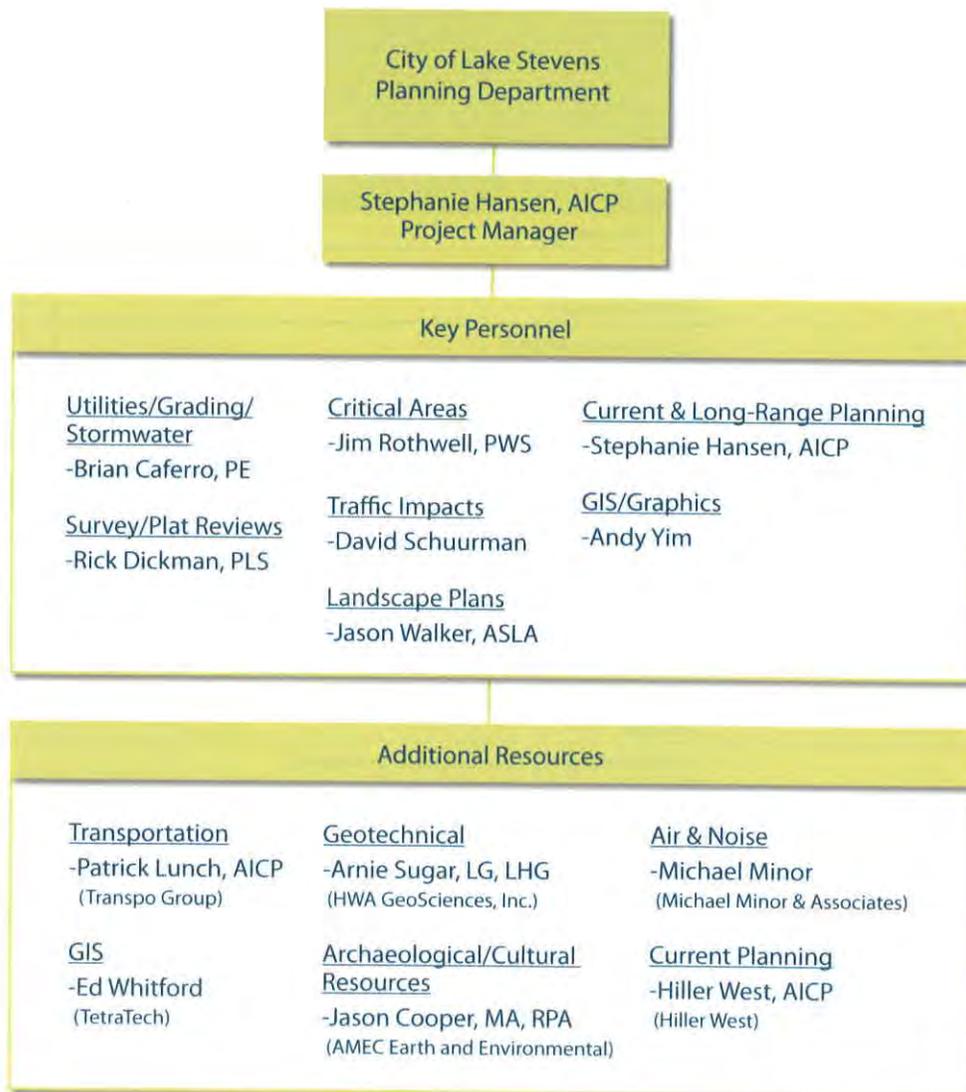
f: 425-339-6018

Contact:

Stephanie Hansen, AICP
Project Manager
email: SHansen@perteet.com

Introduction

Perteet is a multi-disciplinary firm that is locally based in Everett, employee-owned, with 22 years of providing excellent service to cities and counties in Washington State. The City of Lake Stevens is a key client and a neighbor we have served for many years in different capacities. To provide continued assistance to the City, we have developed a team of highly experienced and dedicated staff members to assist the City with on-call planning needs. Stephanie Hansen, AICP, who knows the City's on-call needs best, will continue to provide a single point of contact and act as project manager for the overall contract, and for execution of specific task orders. To support the needs of the City, Stephanie has selected the best and most efficient among our staff to be available to you for your on-call needs. In addition to our key personnel, Perteet has assembled additional resources that are available on a sub-contract basis to support more specialized project reviews or other projects requiring added expertise.



Firm’s Ability to Perform the Work

To be responsive to the range of potential City needs, we have crafted a team that provides one-stop shopping for all possible tasks that could be forthcoming under this contract. Pertect’s team has core staff members that specialize in every element presented in the RFP for on-call services.

Pertect also maintains insurance coverage minimums for general and professional liability that are commensurate with industry standards. Our firm carries one million per occurrence in general and commercial liability and two million per occurrence for professional liability.

The matrix below shows each category of tasks under this contract and the core team members’ experience with performing those tasks. Following the matrix, you will find individual resumes of the core team members.

		Stephanie Hansen	Brian Caterro	Rick Dickman	Jim Rothwell	David Schuurman	Jason Walker	Andy Yim
Development Review	Site Plan Reviews	•	•		•		•	
	Plat Reviews	•	•	•		•	•	
	SEPA Checklists	•			•			
	Land Use Applications	•						
	Variance, CUP, SSDP, SCUP	•						
	Landscape Reviews						•	
	Stormwater/Utilities		•					
	Traffic Studies					•		
Environmental/Natural Resources	Critical Area Reviews				•		•	
	Wetland/Stream Delineations				•			
	Critical Areas & Mitigation Plans				•			
	Federal and State Environmental Permitting (NEPA, JARPA for 404, Section 10, ESA Section 7, 401/CZM, Aquatic Use Authorizations, HPA, NPDES, FPA)	•			•		•	
GIS	GIS Maintenance, Data Creation, and Analysis					•		•
	Mapping and Graphics						•	•
Long-Range Planning	Comprehensive Planning	•						
	Code Amendments	•						
	Non-Project SEPA and EIS	•						

Key Personnel

Each team member has multiple years of experience with Perteet and a background that qualifies them to apply their knowledge, expertise, and creativity to support the City's goals and mission. Here is a brief description of each of the core members' experience and background.

Stephanie Hansen, AICP

Role: Project Manager/Current & Long-Range Planning

Stephanie brings a mix of public and private sector experience, which is important in understanding the goals of a local agency and developers wishing to build projects. She has 19 years of experience in community development for City governments. She has served as a planning director for the City of Stanwood and at the senior management level for other Northwest cities (Woodinville and Kirkland). Her experience as a SEPA official includes all aspects of environmental review, from checklists to environmental impact statements. With Perteet, Stephanie has added planned actions to her repertoire. She brings expert knowledge of comprehensive plans, shorelines, community planning, long-range planning, permitting, code development, and policy development. Her background in coordinating projects and agencies, leading and presenting analyses, and the development of EISs directly relate to her role as our senior project manager.

Client List: Cities of Lake Stevens, Everett, Marysville, Bothell, Sultan, Kirkland, Burien, Oak Harbor, and Port Angeles; Community Transit; Snohomish County

Brian Caferro, PE

Role: Utilities/Grading/Stormwater

Brian has 11 years of experience in civil engineering. All of this experience has been obtained in the Puget Sound Region. Brian's design background includes the design of road, sanitary sewer, water, and storm drainage systems including detention and water quality facilities, site and road grading, and erosion and sediment control measures for residential, commercial, and roadway related design projects. He is well versed in the various codes and regulations specified in the standard design manuals of the Washington State Department of Ecology, King County, Snohomish County, Washington State Department of Transportation, and various local jurisdictions within the Puget Sound region.

Brian is well practiced in hydrologic and hydraulic calculative processes including event based hydrologic modeling (Rational, SBUH, and SCS) and continuous simulation hydrologic modeling (KCRITS, WWHM, and MGSFlood). He has a solid understanding of Low Impact Development (LID) techniques and philosophies. His technical writing experience includes the preparation of hydraulic reports, variance and waiver requests, proposals, scope of services, response letters, email correspondence, and various technical memoranda.

Client List: Cities of Marysville and Mukilteo; Community Transit; Pierce Transit; Snohomish County; WSDOT

Rick Dickman, PLS

Role: Survey/Plat Reviews

Rick has 30 years of experience in land surveying and has been involved in a variety of projects for public and private clients. His experience includes management of large-scale transportation mapping projects, determination of state and county highway alignments and rights-of-way establishment and retracements, and preparation of legal descriptions for city annexations, rights-of-way, land parcels, and easements. Rick has also performed general land office cadastral and mining claims retracements, establishment of photogrammetric and geodetic control networks, topographic mapping for infrastructure improvements and retracement of national forest boundaries. Other specialties include government agency right of way plans, flood plain surveying, topographic mapping, boundary surveys, land development platting, ALTA surveys, condominium surveys, and Department of Natural Resource aquatic plats.

Client List: Cities of Everett, Bothell, Monroe, Snohomish, Kirkland, Redmond, Bellevue, and Sammamish; Snohomish County PUD; WSDOT

ATTACHMENT 1

Jim Rothwell, PWS

Role: Critical Areas

Jim is an ecologist/professional wetland scientist with over seven years of experience in both private and public sectors. As a senior environmental planner with the Snohomish County Department of Planning and Development Services, Jim reviewed land use permit applications for compliance with the County's critical areas ordinance. This included on-site wetland, stream, and shoreline inventories and coordination with state and federal agencies. Jim specializes in wetland related projects and has completed numerous wetland delineations and mitigation plans throughout this career. In addition, he is experienced in local, state, and federal permitting processes. Jim is also a certified arborist with the International Society of Arboriculture and has performed hazard tree assessments and tree retention plans. Jim's project experience ranges from small, single-family developments to large scale highway reconstruction and replacement projects.

Client List: Cities of Lake Stevens, Everett, Bothell, Sultan, Kirkland, and Port Angeles; Snohomish County; WSDOT

David Schuurman

Role: Traffic Impacts

David provides traffic study, survey analyses, and graphic presentations for transportation planning projects. David is also proficient in the development and analyses of traffic impact studies. He is proficient in HCS, Synchro, SIDRA, VISSIM, TEAPAC, PhotoShop, AutoCAD, ArcGIS applications, and Access database software. His expertise with these formats and common sense approach produces graphics that are presented in a meaningful and comprehensible way to our clients. David is proficient in the development, analyses, and oversight of traffic impact studies. His involvement in over 250 traffic impact analysis and corridor study related projects provides a grounded cross check of traffic analysis results in the preparation of a transportation plan.

Client List: Cities of Lake Stevens, Marysville, Arlington, Everett, Granite Falls, Lynnwood, Mill Creek, Edmonds, Shoreline, Snohomish, and Bellingham; Snohomish County; WSDOT

Jason Walker, ASLA

Role: Landscape Plans

Jason maintains over 18 years of professional experience in environmental planning and landscape architecture. His main areas of concentration include projects with public, commercial, residential, recreational, and environmental design emphasis. Jason is skilled in conducting site assessments for visual and environmental impacts; hardscape, landscape, and irrigation design; native vegetation restoration; wetland and riparian mitigation; design of low impact boardwalks and trails; pedestrian plazas; active and passive recreational amenities; design of LID methods, and facilitation of public involvement in the design review process. To date, Jason has completed six LEED certified projects in the Puget Sound Region and has completed numerous projects implementing LID technologies. He maintains a thorough understanding of cost estimating and value engineering to control construction costs. Jason is also skilled in the design of low-volume drip irrigation, conventional spray irrigation, and Maxicom central control irrigation systems. Jason presently serves as Chair of the City of Duvall Planning Commission.

Client List: Cities of Bothell, Mercer Island, Snoqualmie and SeaTac; King County; Kitsap County; Northshore School District

Andy Yim

Role: GIS/Graphics

Andy is Perteet's GIS expert. He performs GIS analysis and map production to support a variety of transportation, environmental, transit, and stormwater projects. Andy's project experience includes using GPS for mobile data collection, analyzing environmental impacts of proposed transportation projects, creating maps for comprehensive plans, and calculating impervious surface changes. He has experience with a wide variety of software including ESRI ArcGIS Desktop, Spatial Analyst, 3D Analyst, Mapbook, Arcpad, Arcpad Studio, Adobe Acrobat, Adobe Illustrator, and Adobe Photoshop.

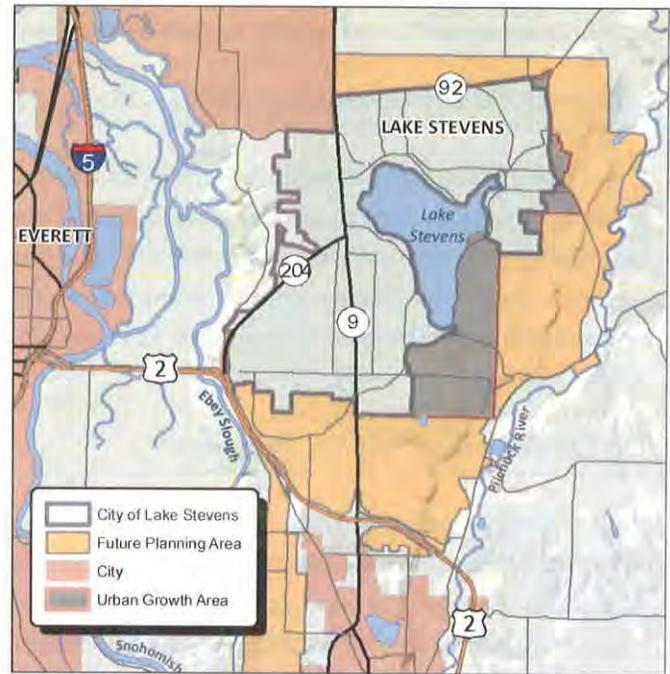
Client List: Cities of Lake Stevens, Everett, Marysville, Arlington, Bothell, Edmonds, Snohomish, Sultan, Seattle, Kirkland, Redmond, and Tukwila; WSDOT

Similar Project Experience

Perteet's team has provided on-call and other planning and environmental services to communities across the Puget Sound Region. Below is a relevant selection of projects that share similar elements with City's needs.

On-Call Services – Lake Stevens, Washington

Stephanie manages the contract for on-call services to the City of Lake Stevens Planning Department. Currently there are two aspects to this project: review of permit applications for critical area compliance and GIS services. Permit reviews focus largely around wetlands, steep slopes, and the shorelines of the lake itself. The GIS services component includes setting up a new GIS, management of data, and map production. Our GIS services to the city include mapping, data collection, data management, and spatial analysis. We provided high quality thematic maps of the city's zoning, land use, annexation, and addresses. We performed spatial ad-hoc queries for the city using GIS to query find parcels and owners located within a specific distance of a point of interests. We collected data in the field using mobile GPS units to accurately locate and map wetlands. Perteet's biologists have also performed wetland delineations for public projects under this contract.



Contact/Client:
Rebecca Ableman, City of Lake Stevens

On-Call Services – Sultan, Washington

Stephanie is the project manager for the on-call services contract for this City. Sultan has a very limited staff and this contract is designed to provide a full range of services for any staffing needs that may arise. Stephanie coordinates land use and transportation planners, as well as engineering and survey services, under this contract. Land use and transportation planners have helped Sultan with comprehensive plan development and GMA compliance, as well as transportation and park impact fees. Planners have also assisted the City with multiple development reviews.

Contact/Client:
Robert Martin/Deborah Knight, City of Sultan
360-793-1311

Downtown Planned Action EIS – Everett, Washington

Stephanie was the project manager for this Planned Action EIS for the City of Everett. This EIS brings a multi-faceted team of experts to address major issues in historic preservation, transportation, and land use as Everett plans for its future as the bustling center of Snohomish County. The transition would complete the overall multimodal system in Everett which is supported by the regional Sounder Rail, Community Transit / Sounder express bus services at the Everett Station. The draft and final SEIS were adopted by the City Council in the second quarter of 2009.

Contact/Client:
Allan Giffen, City of Everett
425-257-8725

ATTACHMENT 1

Cathcart Master Plan Environmental Memos – Snohomish County, Washington

Snohomish County is engaged in a detailed planning process and master plan for the 204 acres that surround the site of the County’s maintenance facilities. One of Perteet’s roles on this project was to produce a series of memorandums that addressed various environmental topics for the area, including land use, critical areas, vegetation, soils, transportation, storm and surface water management, utilities, public health, historical and cultural resources, population, and housing. Stephanie acted as project manager for the final completion of these memorandums, incorporating edits, and comments from County staff.

Contact/Client:
Steve Dickson, Snohomish County
Public Works
425-388-6442

Snohomish County General Engineering Consulting (GEC) – Snohomish County, Washington

Perteet was chosen for Snohomish County’s GEC contract, an on-call engineering services contract. Perteet and our team of pre-selected and pre-qualified subconsultants act as an extension of County staff to aid the County with a variety of high-priority projects. These projects include management and design services for short- and long-term projects such as: North Road widening; SR 525 Signal; 39th Avenue SE and SR 96 Signal; North Creek Trail; and the Bridge 102 Feasibility Study.

Contact/Client:
Bruce DuVall, PE, Snohomish County
425-388-6404

On Call Services – Mukilteo, Washington

Perteet provided technical planning services to the City of Mukilteo on an on-call basis. These services include but are not limited to general purpose training of planning concepts and permit review procedures to new or entry level planners, SEPA review and documentation, code amendments, responses to permit appeals, review of residential, commercial, or industrial applications; subdivisions – long and short; binding site plans; sign permit applications; grading permits; lot line adjustments; variances and conditional use permits; and shoreline permits. Perteet prepared a new Title to the Mukilteo Municipal Code entitled Waterfront Development and Shoreline Management Regulations. Perteet also assisted the City with their proposed cottage housing regulations. Services included preparing optional design layouts and development standards for architectural design, open space, landscaping, density, setbacks, building height, parking, and access.

Contact/Client:
Heather McCartney, City of Mukilteo
425-355-4141

City of Mill Creek On-Call Contract – Mill Creek, Washington

In 2010 Perteet was selected as Mill Creek’s on-call professional services consultant. The city was seeking traffic engineering, transportation planning, signal design, roadway design, stormwater design, utility design, survey, GIS, development review and environmental documentation support. Since that time Perteet has assisted in the implementation of a traffic concurrency program for the city and the design of a low impact development drainage solution to bring their public works facility into NPDES Phase II compliance. Both assignments were completed ahead schedule and within budget. The City Engineer commented that Perteet had truly work as an extension of their staff and were very cost effective in the delivery of these assignment.

Contact/Client:
Scott Smith, City of Mill Creek
425-921-5708

On-Call Services – Snoqualmie, Washington

Perteet provides on-call services to the City of Snoqualmie and has served as the City's contract City Engineer for 17 years. In this contract, Perteet reviews development proposals, utility design and extension, major CIP project management, infrastructure development, and construction management. Among the many development projects reviewed and approved for the City, Perteet has been the City Engineer overseeing the Snoqualmie Ridge Development, a 4,000+ home planned community development project since the beginning of construction in 1996. Perteet coordinated review and approval of construction plans for all infrastructure improvements including roadways, storm drainage, sanitary sewer, water main, water wells, pump stations, transmission lines, treatment plant, sewer lift stations and force mains. Perteet also coordinated the pre-construction services, construction observation, and enforcement of conformance to plans and specifications, multiple performance tests, review of final project, and acceptance and closeout of improvements.

Contact/Client:

Bob Larson, City of Snoqualmie
425-888-1555 x120

Ability to Apply Creative Solutions to Complicated Projects

Land use, comprehensive planning, and development review can be complex. Each proposal and application are unique in their own right. Planning departments, however, must ensure consistency when reviewing developments. Regulations, no matter how well-crafted, can be "one size fits all," and can limit the creativity of development proposals. Particularly when new codes and plans are adopted, such as the City's upcoming shoreline development regulations, Perteet's history with Lake Stevens and experience with other cities and private developers can help the City respond with creative solutions to help applicants meet development codes, while ensuring that precedents already set are honored, and can be honored in the future. Some of the tools for development proposals that Perteet has helped cities with include:

- LID techniques
- Use of innovative design for sites with critical areas
- Administrative interpretations
- On-site meetings with City staff and applicants
- One-on-one consultation with applicant representatives
- Cursory review of strategies other cities have found successful
- Fee-based expedited reviews

Demonstrated Ability to Keep Projects on Time and Within Budget

Responsive customer service has been a top priority in our projects with the City. Perteet's history as an engineering firm means we have a full-array of project delivery tools, which monitor both budgets and progress toward deadlines. All Perteet projects are tracked on both a weekly and monthly basis, by project managers with assistance from Perteet's accounting department, using tools, such as Deltek Vision software and other privately developed budget and time tracking tools. Project elements that are requiring more time or higher costs can be identified early in the process.

In our current contract, Stephanie has made responding to City's needs a top priority. Her team of project reviewers has successfully presented every review back to the assigned planner within the schedule provided by the City's permit coordinator. With few exceptions, every review has been returned to the City planner and permit technician on time. The our GIS specialist has provided quick turnaround's for mapping, graphics, and GIS requests, often providing needed materials within the same day. When called, we have been out in the field within hours. Our commitment to meeting deadlines and being available when you need us will not diminish over time.

Demonstrated Ability to Communicate and Work Effectively with Public, Staff, Policy, and Review Bodies

The team that Perteet has assembled for the City of Lake Stevens has a proven record of communication with the City staff, public officials, citizens, and applicants. Stephanie has 19 years of experience working with and for local jurisdictions. She has worked with City Council committees, planning commissions, citizen work groups and one-on-one with citizens and developers over the counter. Her presentation skills range from charrettes, to leading group meetings, to public hearings in front of the hearing examiner and Planning Commission. Stephanie performed these types of public presentations regularly to City Councils and Planning Commissions for comprehensive plan amendments, code changes, and land use applications on a regular, monthly basis during her tenure both at Stanwood and at Woodinville.

At Perteet, we specialize in helping cities communicate technical concepts on complex projects to citizens. The team that has been selected to respond to this RFP specializes in communicating to the range of potential audiences, from City staff, to citizens and Council members, to project engineers.

Compensation

Cost Schedule

Perteet provides services to their clients on an hourly cost basis. Our current contract was structured simply so that Lake Stevens could pass review costs onto applicants, meeting the City’s need to have development “pay its own way.” As the City balances this objective with the need to be transparent and more development-friendly in a tough economy, we propose a different fee structure to ensure an affordable and predictable cost structure for the City and the applicants paying for the services.

As a first element of restructuring costs, Perteet will provide the City with a task order that will describe each task within a development review or City-sponsored project. The task order shall describe the individual tasks to be accomplished with a not to exceed hourly and cost figure. For development reviews, the task order can be shared with the applicant, so that a “no surprises” disclosure of review costs can be shared with the applicant.

Secondly, Perteet will provide the City with a “negotiated hourly rate” for services. These rates allow Perteet to provide services at a lesser cost than our typical “loaded” rates. The rates include the cost of the labor, an overhead fee (162.58%), and a profit margin (typically 30%), which is negotiated with the City as part of the contract. The 2011 rates for proposed staff members are as follows:

Team Members	Hourly Rate	All Inclusive Hourly Rate
Stephanie Hansen, AICP (Project Management, Land Use, Plats, Long-Range Planning)	\$42.00	\$122.88
Brian Caferro, PE (Civil, Plats, Utilities)	\$38.46	\$112.53
Rick Dickman, PLS (Plats)	\$45.67	\$133.62
Jim Rothwell, PWS (Critical Areas)	\$32.00	\$93.63
David Schuurman (Traffic)	\$34.50	\$100.94
Jason Walker, ASLA (Landscaping)	\$52.88	\$154.72
Andy Yim (GIS/Graphics)	\$31.20	\$91.28

Each development review or assigned project entails a different level of effort depending on the project type, the size of the development area, the types of expertise needed for the review, the complexity of the proposal and the site conditions. Participation by other resources outside of the Pertteet core team will be sub-contracted on a project-specific basis depending on the project needs. Pertteet anticipates a range of efforts and costs associated with typical support tasks to be as follows:

Type of Review/Project Assignment	Typical Range of Hours	Average Range of Costs
Critical Area Review (Includes two reviews; field visit; answers to applicant/staff questions)	SF: 6-10 hrs	\$690-\$1,150
	MF/Plats/Comm/Institutional: 10-25 hrs	\$1,150-\$2,875
Site/Civil Review (Two reviews)	< 5 ac: 15-40 hrs	\$1,725-\$4,600
	5-20 ac: 20-50 hrs	\$2,300-\$5,750
Landscape Review (Two reviews)	3-15 hrs	\$345-\$1,725
SEPA Checklist Review (One review)	3-5 hrs	\$345-\$575
Traffic Impact review (One review)	3-10 hrs	\$345-\$1,150
Shoreline Permits (Includes staff report)	20-30 hrs	\$2,300-\$3,450
Short Plats & Subdivisions	Short Plat: 20-40 hrs	\$2,300-\$4,600
	Preliminary Plat: 25-60 hrs	\$2,875-\$6,900
	Final Plat: 15-30 hrs	\$1,725-\$3,450
Land Use Application Review (Includes two reviews; answers to applicant/staff questions)	10-40 hrs	\$1,150-\$4,600
Comprehensive Plan Dockets (Includes two reviews and staff report)	30-60 hrs	\$3,450-\$6,900
GIS/Mapping Graphics	5-20 hrs	\$450-\$2,000

The following costs not included in the above matrix, but can be added to any task as needed:

- Additional reviews beyond number as noted above
- Responding to applicant
- Projects over 20 acres
- Linear projects over one mile
- Copying
- Travel time
- Mileage for travel
- Meetings with staff/hearings
- CADD/GIS system charges

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND PERTEET
FOR On Call Planning Services**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and Perteet, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to On Call Planning Services including permit review, critical area report review/biologist services, and Geographical Information services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached Estimate of Professional Services for the On Call Planning Services, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as

follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within ## days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or

omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

a. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

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

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action

commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed dollar amount in words and figure (\$#,###). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS
C/O Rebecca Ableman, Planning & Community Development Director
PO Box 257
LAKE STEVENS, WA 98258-0257

Notices to the Consultant shall be sent to the following address:

Perteet
Stephanie Hansen, Project Manager
2707 Colby Ave Ste 900
Everett, WA 98201

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2011.

CITY OF LAKE STEVENS _____, CONSULTANT

By _____
VERN LITTLE, MAYOR

By _____

APPROVED AS TO FORM:

GRANT K. WEED, CITY ATTORNEY

EXHIBIT A

City of Lake Stevens

Scope of Work

On-Call Planning Services

April, 2011



Perteeet

2707 Colby Avenue, Suite 900
Everett, WA 98201
1.800.615.9900 / 425.252.7700

On-Call Planning Services



Agreement with Perteet Inc.

INTRODUCTION

The City of Lake Stevens will contract with Perteet Inc. to provide on-call planning services on an as-needed basis. Perteet will act as the lead consultant and the primary point of contact for all services under this contract.

I. Potential Services to be Provided

Upon request by the City, the Perteet Team shall be available on an on-call basis to perform development reviews, provide technical analyses, and support city staff with planning documents, staff reports, or data development/management in the following areas of expertise:

- Site Plan Reviews
- Plat Reviews
- SEPA Checklists
- Land Use Applications
- Variances
- Conditional Use Permits
- Shoreline Permits
- Landscape Reviews
- Stormwater
- Utilities
- Traffic Studies
- Critical Area Reviews
- Wetland/Stream Delineations
- Critical Areas Studies & Mitigation Plans
- Federal and State Environmental Permitting
 - NEPA
 - Aquatic permitting (JARPA for Army Corps permits, ESA Section 7 Consultation, 401 Water Quality Certifications, Coastal Zone Management Certifications, Aquatic Use Authorizations, and Hydraulic Project Approvals)
 - Agency coordination
 - NPDES Stormwater Notices and Surface Water Pollution Prevention Plans
 - Forest Practices permits
- GIS Maintenance, Data Creation, and Analysis
- Mapping and Graphics

2. Task Orders

Work on any particular task shall not proceed until this contract is signed by Perteet Inc. and the City of Lake Stevens. For each task order, a written or email approval of a task order shall be sent to Perteet Inc. prior to start of work. Upon request, Perteet Inc. shall estimate the labor costs, materials, and time necessary to complete an individual task. If anticipated costs under an approved task order will exceed previously provided estimates, Perteet Inc. shall alert the City prior to continuation of services.



On-Call Planning Services

Agreement with Perteet Inc.

3. Subcontractors

Sub-contracts shall be executed if and when warranted by a particular task order. Perteet Inc. may sub-contract with the following entities for support services as noted:

- Amec Earth and Environmental (Cultural Resources)
- Hiller West, Consultant (Land Use)
- HWA GeoSciences (Geotechnical)
- Michael Minor & Associates (Air and Noise)
- Tetra Tech (GIS)
- The Transpo Group (Transportation Planning)

4. Hourly Rates

On-call services shall be invoiced at the consultants' current rates at the time the task order is approved by the City, unless negotiated in advance. Invoices shall include reimbursement for direct expenses, including printing, mileage, travel expenses, purchased materials, copying, and GIS/CADD charges if applicable.

Services provided under approved task orders shall be billed on a cost plus fixed fee basis. The rates for Perteet Inc. staff include the cost of the labor, an overhead fee (162.58%), and a profit margin (30%). The 2011 all-inclusive rates for relevant staff members are as follows:

Perteet Staff Member	Rate per Hour
Sr. Planner/Manager	\$122.88
Engineer III	\$112.53
Sr. Professional Land Surveyor	\$133.62
Lead Tech/Designer	\$100.94
Associate	\$154.72
Planner II (GIS)	\$91.28
Accountant	\$89.09
Clerical	\$76.07
Travel	@ current federal rate (\$0.51)
GIS/Traffic Modeling	\$15.00
CADD Station	\$10.00
Color Copies	\$0.80 each
Authorized Sub-consultants	Cost plus 10 percent

On-Call Planning Services



Agreement with Perteet Inc.

2011 hourly rates for main staff persons of potential sub-consultants are as follows (rates of other personnel assigned to an individual task order may apply at the time the task order is approved):

Sub-Consultant	Rate per Hour (Main Contact)
Amec	\$114.79
Hiller West	\$60.00
HWA GeoSciences	\$118.53
Michael Minor & Associates	\$140.00
TetraTech	\$115.00
Transpo Group	\$137.33

Hourly rates are subject to change annually.



January 27, 2011

Rebecca Ableman
Planning Director
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

Re: Request for Proposal—On-Call Planning and Environmental Services

Ms. Ableman and City staff,

A highly responsive and capable team of professional planners, scientists and GIS analysts will be essential to assist the City of Lake Stevens with on-call planning, natural resource and GIS issues. Functioning as a virtual extension of City staff, the selected consultants also must be creative, flexible, economical and able to effectively communicate with the Lake Stevens staff, council and citizens. The team of The Watershed Company, MAKERS Architecture, Planning and Urban Design, and PACE Engineers is well qualified and prepared to meet these challenges.

It has been a pleasure for MAKERS and The Watershed Company to assist Lake Stevens with development of the update to its Shoreline Master Program this past year. The firms bring extensive planning and natural resource expertise to meet the scope outlined in the request for proposal; PACE Engineers, of Kirkland, has been added to our team for support and review of engineering components.

Our team's particular strengths include:

- **Municipal experience:** Together Watershed, MAKERS and PACE—all locally owned firms—bring 90 years of experience serving municipalities. We speak the language of local government and understand the budget constraints all are currently facing, as well as concerns of citizens.
- **Breadth of capabilities:** A coordinated partnership of planning, environmental and engineering consultants will give the City ready access to the multidisciplinary services it requires for creative and practical problem solving on complex projects.
- **On-call experience:** On-call relationships with multiple cities provide our team a depth of understanding in the critical role expedience, economy and efficiency must play for effective service with the required tasks.
- **Familiarity with Lake Stevens:** Our work on the SMP and other projects within the City has given us familiarity with City resources, codes, policies and GIS data inventory as well as the community culture, staff and boards. We helped to update City's GIS database through the SMP process, and have the most of current information on hand.

Our qualifications and cost proposal are detailed in the following materials. Per your request for brevity, we have not included staff resumes. We hope to assist you.

Sincerely,

A. William Way
President

RECEIVED
JAN 28 2011
CITY OF LAKE STEVENS

Profiles

The Watershed Company

The Watershed Company (Watershed), of Kirkland, WA, is a 27-year-old multidisciplinary environmental consulting firm with staff of 22 that includes wetland, fisheries and wildlife biologists, engineers, landscape



architects, planners, and geologists. We have helped cities and counties with natural resource assessment

and environmental permitting and planning on hundreds of projects. We have had on-call planning and environmental consulting relationships with a dozen cities, including Kirkland, Woodinville, DuPont, Sammamish, Issaquah, Renton, Auburn, Duvall, Shoreline and Bellevue.

MAKERS Architecture, Planning, Urban Design

MAKERS Architecture, Planning, and Urban Design (MAKERS) has offered full service planning and urban design services since 1972. Located in Seattle, the firm has completed hundreds of assignments for clients around the country, from private developers to



local municipalities to the federal government. The firm was founded based on the philosophy

that thoughtful planning and design can lead to urban environments that are functional, engaging, and achievable. In fact, the name “MAKERS” was chosen because it emphasizes the firm’s goals—to bring into being; to build or construct; to cause to happen. MAKERS has had on-call relationships with multiple cities, including Woodinville, Renton and Des Moines.

PACE Engineers, Inc.

PACE Engineers, Inc. (PACE) is a 20-year-old,



employee-owned company providing professional civil and structural engineering,

planning, surveying, geographic information systems, and construction management services from offices in Kirkland and Lake Oswego, OR. Serving both public and private clients has provided the firm with a depth of understanding in the development process and municipal requirements.

Roles and Organization

The Watershed Company is proposed as the prime contractor for on-call services, taking the lead in 2. *Environmental and Natural Resources*, and 3. *GIS*, and supporting MAKERS, who would take the lead in 1. *Development applications*. Though the on-call contract would be with Watershed, we envision that some projects, particularly in the planning arena, would be directly managed by MAKERS to simplify communication and cut costs. The advantage of this approach is that it provides a full menu of services with a single contract that allows Lake Stevens to make a la carte purchases, depending on the scope of services required.

Senior Ecologist Hugh Mortensen, PWS, and Planner Kenny Booth, AICP, would be the primary contacts for services at Watershed. At MAKERS, partner Bob Bengford, AICP, would be the primary contact. At PACE, Amie Broadstreet, P.E., would be the primary contact. All these leaders are skilled at presentation and available to attend city meetings as well as represent Lake Stevens to the public.

Building on its familiarity of Lake Stevens’ GIS data through the SMP project, The Watershed Company staff will manage and complete all tasks related to maintenance and creation of GIS datasets. Consistent management and regular maintenance of City’s GIS database is essential in day-to-day resource management, as well as long-term planning and regulation strategies. The GIS staff at The Watershed Company are experienced in maintaining comprehensive sets of geographic data for multiple cities and accurately mapping interrelationships between the built environment and natural areas.

Capabilities

The combined staff of Watershed, MAKERS and PACE brings 100 professionals to provide consulting advice to Lake Stevens. Overlapping capabilities in will mean plenty of backup and support to cover any potential issue – from study of a critical area to comprehensive plan amendments to review of developer proposals. In the event of increasing demand, Watershed planning staff could supplement MAKERS for development review and permit applications.

Staff assigned have years of experience managing and completing all of the tasks outlined in the scope of services for the On-Call Planning and Environmental Services RFP. The following chart illustrates the depth of our capabilities.

Relevant Positions	TWC	Makers	PACE
Community Planners, AICP	1	2	
Urban Designers		5	
Environmental Planners	2	2	
Wetland Biologists II (PWS)	3		
Wetland Biologists I	3		
Wildlife Biologists	1		
Fisheries Biologists	2		
Fluvial Geomorphologist	1		
Environmental Engineer	1		
Water Resource Engineer, P.E.	1		
Landscape Architects	2		
GIS Analysts	3	1	
Civil Engineers, P.E.			31
Stormwater Engineer, P.E.			12
Professional Land Surveyors			4
Survey Techs			14
On-call graphics, 3D Visualization	1	2	

Key staff assigned include:

The Watershed Company

Hugh Mortensen, Professional Wetland Scientist, Senior Ecologist, manages The Watershed Company’s on-call contracts with multiple cities, ensuring project meet federal, state and city codes. . He has been a Professional Wetland Scientist since 2001. He is a master at coordinating consulting task orders from cities to ensure projects stay on

track, answer applicant concerns and meet regulatory requirements.

Kenny Booth, AICP, Environmental Planner, brings seven years of experience with land use planning, policy assessment, and permit processing for both public and private clients. He has completed and reviewed SEPA, NEPA, JARPA and HPA documents. His regulatory knowledge and attention to detail ensures compliance with local, state and federal environmental requirements.

Amy Summe, Environmental Planner, combines a thorough knowledge of Washington’s environmental regulations with wetland and shoreline expertise to help cities and counties set policies that bring them into compliance with state mandates and smooth permitting so that work meets the highest standards. She brings extensive experience in Endangered Species Act consultations and Shoreline Master Program updates.

Dan Nickel, Environmental Engineer, combines extensive scientific assessment and regulatory compliance work to make his expertise applicable from project planning to development of environmental policy. With 10 years of experience, he has led assessment, restoration design and policy development on shorelines, wetlands and streams for municipalities, private individuals and developers. He brings additional skills in GIS development and public presentation.

Grace Li Bergman, GIS Analyst, combines her background in landscape architecture with capabilities as a GIS analyst. Her approach to GIS data management and projection provides solutions to large-scale environmental planning and analysis to projects such as Shoreline Master Program (SMP) and Floodplain Habitat Assessment. She currently oversees data management and mapping tasks in multiple cities.

Mark Daniel, Associate Planner, has experience in both the public and private sectors, working on a broad array of long-range and current planning projects. He has made significant contributions to Shoreline Master Programs, urban design guidelines, master plans, and environmental impact statements. He has also successfully acquired permits for several aquatic projects and reviewed land use applications for local

ATTACHMENT 2

governments. Mr. Daniel is proficient in GIS and has an MS in planning from the University of Washington.

Jennifer Creveling, PWS, Senior Wetland/Wildlife Biologist, has 25 years of wetland experiences and manages The Watershed Company's on-call environmental contract with Washington State Parks. She has prepared and reviewed SEPA checklists and determinations and prepared and reviewed critical areas studies and mitigation plans.

Mark Garff, RLA/ASLA, Senior Landscape Architect, brings specialized experience in environmentally-sensitive landscape design, mitigation design and low-impact development to help projects meet high environmental standards while making the most of site constraints. He has 12 years of experience.

Ed McCarthy, PE/PhD, Engineer, evaluates the effects of development on water resources including streams, lakes, wetlands, groundwater, and estuaries and adds capabilities in flood assessment and hydrology with 25 years of experience.

Greg Johnston, Certified Fisheries Professional, brings a 25-year background in civil engineering as well as in fisheries biology to enable him to integrate physical and biological components of productive riparian communities. He has extensive experience evaluating streams and salmonid habitat as well as fish restoration and mitigation plans.

Suzanne Tomassi, Senior Wildlife Biologist, has more than 15 years of experience in wildlife research and management, habitat assessment, and wetland delineation with unique expertise in wildlife habitat relationships.

MAKERS

Bob Bengford, AICP, Partner, is an expert in development regulations and design guidelines, having completed over 40 such projects at MAKERS, including several award-winning efforts. He also conducts design review for multiple communities.

John Owen, Partner, has 32 years of professional practice, and has completed a diverse array of projects ranging from downtown revitalization plans and public improvement projects to site master planning, comprehensive planning, and urban design projects.

Dara O'Byrne, AICP, Associate, brings a strong background in urban planning and environmental policy plus tremendous communication, community outreach, organization, graphic and research skills.

Sean McCormick, Urban Designer, provides extensive 2D – 3D computer-aided design and hand drawn graphics skills to a great diversity of urban design and architectural projects.

Rachel Miller, Urban Designer, brings an extensive background in urban design, landscape architecture, and educator from diverse locales. She applies her strong graphics, mapping, writing, and analytical skills to a variety of projects.

PACE Engineers

Ken Nilsen, PE , Principal Engineer, has 28 years of experience in civil engineering, with an emphasis on surface water facilities, including conveyance, detention, pump stations, stream enhancement and relocation, wetland enhancement / mitigation projects, and slope stability projects. Ken also has extensive experience in City Engineering for small municipalities.

Amie Broadsword, PE, LEED AP, CESCL, Project Manager, has 12 years of civil engineering experience and manages on-call consultant contracts for local municipalities. Her duties include design of preliminary through final plans, specifications and cost estimates for road and drainage CIPs, and design review and construction inspection for development permits.

Kirk Utley, PE, CESCL, Project Manager, has 31 years of experience in civil engineering. He has extensive utility design experience for both public and private utilities, including potable water distribution, sanitary sewer, stormwater collection, conveyance, water quality, and detention systems.

Steve Morales, PE, CESCL , Engineer II, has 6 years of civil engineering experience that includes municipal stormwater design, plan review and construction inspection. As a certified Erosion and Sediment Control Lead, Steve is often called upon to inspect construction sites and provide cost-effective solutions when BMPs aren't adequately treating stormwater to DOE standards.

Timeliness Commitment

The RFP notes that City will provide the selected consultant all materials needed for on-call development review and allows the consultant at least two weeks for review and a written decision on application. However, our team expects to be able to deliver reviews of most development applications within two weeks or sooner after we have all materials in hand.

Timeframe for assistance will depend on project complexity and coordination.

In all cases, our consultant team commits to expedient and timely response to City requests for services and completion of work. We will respond to all telephone calls and emails within 24 hours.

Projects

The Watershed Company

On-Call Environmental Consultant, City of Kirkland

The Watershed Company has served as the City of Kirkland's on-call consultant for the review of all submitted projects involving wetlands, streams or their buffers since 2004, and has completed over 170 review projects for them. This work ranges from conducting and evaluating wetland delineations and stream assessments, to reviews of mitigation proposals and long term monitoring of mitigation sites. Watershed staff members assist the planning department to ensure accuracy of independent studies and compliance with municipal codes. The Watershed Company has also provided on-call services for: the cities of Shoreline, Auburn, Renton, Issaquah, Bellingham, Newcastle, Sammamish; Bellevue Utilities, Transportation, and Parks Departments; Eastern Washington State Parks; and WSDOT.

Relevance to Lake Stevens On-Call:

Demonstrates successful management and servicing of municipal on-call services to planning department, ensuring City codes are met.

Reference:

Eric Shields, Planning Director, City of Kirkland, (425) 587-3225

Staff:

- Hugh Mortensen, Project Manager, Wetlands
- Greg Johnston, Fisheries
- Jennifer Creveling, Wetlands
- Amy Summe, Planning
- Kenny Booth, Planning

Lake Stevens Shoreline Master Program Update, City of Lake Stevens

The Watershed Company and MAKERS are assisting Lake Stevens with an update of its Shoreline Master Program (SMP). This multi-phase project includes preparation of a comprehensive Shoreline Characterization and Analysis Report, combined programmatic and project-specific Restoration Plan, cumulative impacts analysis, and an updated SMP. Watershed staff have prepared all GIS mapping services and products, including a detailed Shoreline Inventory Map Folio and GIS Analysis of existing land use and ecological conditions.

Reference:

Karen Watkins, principal planner, City of Lake Stevens, (425) 377-3221

Staff:

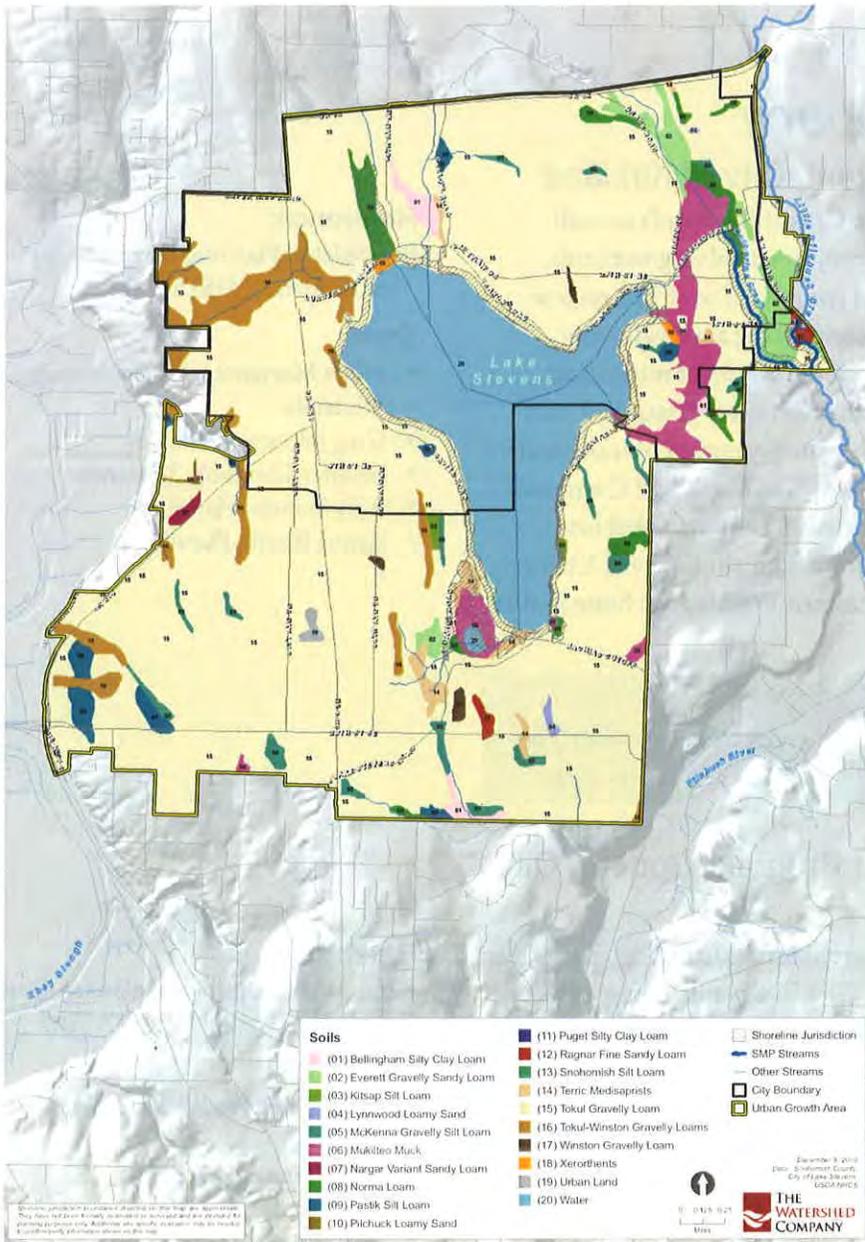
- Dan Nickel, Project Manager, Planning
- Amy Summe, Planning
- Grace Bergman, GIS
- Mark Daniel, Planning
- Kenny Booth, Planning

ATTACHMENT 2

Other jurisdictions the firm has assisted or is assisting with SMP updates include: Chelan, San Juan, Kitsap, and Skagit Counties, and the Cities of Anacortes, Arlington, Beaux Arts, Bellevue, Bonney Lake, Bothell, Brier, Buckley, Carnation, Covington, Darrington, Dupont, Hunts Point, Kirkland, Kent, Lake Forest Park, Marysville, Medina, Mercer Island, Monroe, North Bend, Sea-Tac, Stanwood and Yarrow Point.

Relevance to Lake Stevens On-Call:

Demonstrates understanding of complicated State requirements and ability to integrate public concerns to completion of products that fulfill regulatory requirements. Provides intimate knowledge of Lake Stevens land use and geography, which will be useful for on-call work and GIS maintenance.



Left: Lake Stevens NRCS SSURGO Soils, prepared by The Watershed Company for the City's SMP update; Above: Lake Stevens Floodplain Areas and Wetlands, prepared by The Watershed Company for the City's SMP update.

“[The Watershed Company has] a great team and it is a true pleasure to work with them.”

*Paul Stewart, AICP,
 Deputy Planning Director,
 City of Kirkland*

ATTACHMENT 2

Transmission Line Mitigation, Puget Sound Energy

The Watershed Company provided federal, state and local permit support, wetland mitigation design, construction oversight and monitoring for a transmission line replacement project in King County. Watershed scientists and GIS analysts assisted with reduction of power pole impact prior to final design, saving substantial mitigation costs. The Watershed Company assisted with complicated regulatory processes, including SEPA notices and permits, King County Public Agency Utility Exception, City of Redmond permits and coordination, and U.S. Army Corps of Engineers and Washington Department of Ecology 401 and 404 permits.

Throughout construction, biologists oversaw clearing around wetlands, riparian areas, and buffers to ensure that mitigation met requirements and construction was completed on schedule. Three years of post-construction monitoring on five separate sites includes analysis of plant survival, canopy, wildlife use, and hydrology, as well as maintenance suggestions.

Relevance to Lake Stevens On-Call:
Demonstrates ability to successful complete complicated permit products for a utility project.



Reference:

Jim Kearnes, Project Manager, Major Projects, Puget Sound Energy, (425) 462-3927

Staff:

- Jennifer Creveling, Project Manager, Wetlands
- Hugh Mortensen, Wetlands
- Greg Johnston, Fisheries
- Amy Summe, Permitting
- Suzanne Tomassi, Wildlife
- Grace Bergman, Mitigation & GIS

Lake Stevens School District Middle School

The Watershed Company assisted the Lake Stevens School District with development of a new mid-high school. Project activities included wetland delineation; mitigation design for permanent and temporary impacts to wetlands and buffers; and obtaining permits/approvals from Snohomish County, Washington Department of Ecology, and the U.S. Army Corps of Engineers. Permanent wetland impact totaling just under 1-acre were mitigated at the Snohomish Basin Mitigation Bank.

This is the first private project to receive approval to use a mitigation bank, so it was heavily scrutinized by all agencies. Project construction began on time in spring 2006, and The Watershed Company will be monitoring implementation of on-site restoration of disturbed areas and conducting long-term performance monitoring.

Relevance to Lake Stevens On-Call:
Demonstrates ability to use creative techniques to solve complicated permit issues and complete work on a tight time frame, as well as familiarity with Lake Stevens.

Reference:

Robb Stanton, Facilities Director, Lake Stevens School District, (425) 335.1506

Staff:

- Amy Summe, Project Manager, Permitting
- Jenni Creveling, Wetlands

ATTACHMENT 2

Miller, Des Moines and Walker Creek Monitoring, Port of Seattle

Fisheries biologists at The Watershed Company are monitoring fish use, flow and habitat at streams impacted by Sea-Tac International Airport 3rd runway expansion as part of state and federal compliance requirements. The work is to provide an independent review of another consultant's design and monitoring regime. Summer season monitoring includes analysis of pool, riffle, bank, substrate and passage barriers. Photography and electrofishing is done to document fish use. Work includes invertebrate assessment and B-IBI. The Watershed Company is currently processing a request to agencies to modify the monitoring protocol to increase accuracy and efficiency.



Reference:

Robert Duffner, Sea-Tac Airport
Water Resources Manager,
(206) 988-5524

Staff:

- Greg Johnston, Project Manager, Fisheries
- Hugh Mortensen, Project Manager

Relevance to Lake Stevens:

Ability to successfully review another consultant's work demonstrates capabilities of peer review, including constructive modifications to smooth compliance.

MAKERS

Highway 99 Hybrid Form-Based Code, Clark County

MAKERS developed form-based codes to implement goals and policies of the recently adopted Highway 99 Sub-Area Plan in Clark County. While many form-based codes have been completed on the west coast, most are limited to small areas and exhibit historical development patterns. The suburban and automobile-oriented development within the Highway 99 Sub-Area warranted a form-based approach tailored to the sub-area's unique conditions and goals.

MAKERS worked extensively with County staff, a technical advisory committee, and community members to craft this pioneering "hybrid" version of form-based codes. The planning concept emphasizes a series of pedestrian-oriented Activity Centers and more flexible Transitional Areas along the 3+ mile corridor. Critical project elements are the codes for side and rear yard treatments and internal pedestrian and vehicular access, which address the area's diversity of lot sizes and poor internal circulation. The codes employ a toolbox approach, offering several options to achieve the community's desired form.

Relevance to Lake Stevens On-Call:

Project demonstrates Bob's in-depth knowledge of the workings of land use codes, collaboration with staff, and community members.

Reference:

Colete Anderson, project manager,
(360) 397-2280

Staff:

- Bob Bengford, project manager

ATTACHMENT 2

Downtown Code, City of Chelan

As a major component of Chelan’s Downtown Master Plan (adopted October 2010), MAKERS crafted a new downtown development code, which combines elements of traditional zoning, form-based codes, and design guidelines into an easy-to-use format that provides clear direction. The code employs a strategy using strict requirements with departure opportunities with clear criteria. It uses a toolbox approach whereby applicants choose several ways to meet requirements. Graphics illustrate both good and bad examples. The approach combines the much-needed level of predictability with flexibility.

In Chelan’s historic downtown, the code emphasizes reduced height limits to help preserve historic buildings and mountain views, storefronts, small scale façade articulation, and façade and streetscape details to add character and pedestrian interest. In core perimeter areas, the code promotes pedestrian friendly commercial and/or residential infill development. Within older residential neighborhoods, the code promotes compatible infill development with a greater emphasis on form and design than specific density limits.

Bob has also been assisting staff in reviewing the initial development applications under the new code.

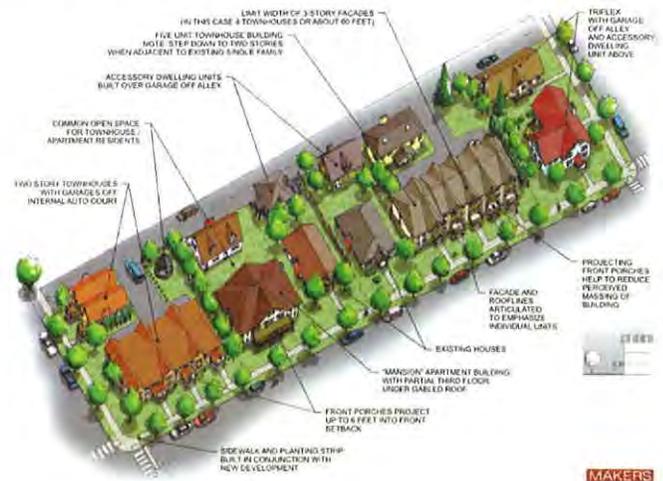
Relevance to Lake Stevens On-Call:
 Project demonstrates Bob’s in-depth knowledge of the workings of land use codes, collaboration with staff, and community members.

Reference:

Craig Gildroy, Planning Director,
 (509) 682-8017

Staff:

- Bob Bengford, project manager



Downtown Plan, SEIS, and Design Standards, City of Marysville

Building on their earlier vision plan for downtown Marysville, MAKERS prepared a downtown infrastructure master plan, design standards, SEIS, and a planned action ordinance. The work included:

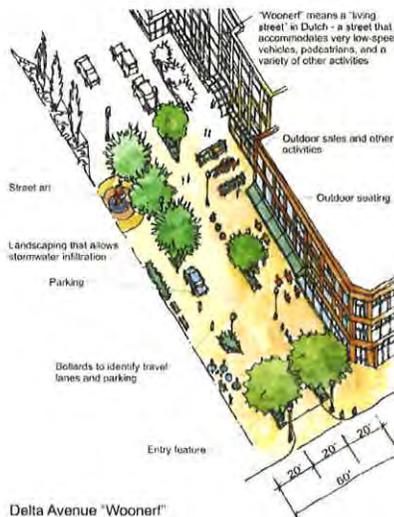
- Form-based design guidelines to supplement the City’s zoning ordinance and guide new development.
- A street design concept that integrates multi-modal transportation, environmental, and redevelopment objectives, as well as design standards for individual streets that will enhance the downtown’s walkability

Reference:

Gloria Hirashima, Chief
 Administrative Officer,
 (360) 363-8088

Staff:

- John Owen, project manager (plan and standards)
- Bob Bengford, project manager (SEIS and Whiskey Ridge Standards)
- Dara O’Byrne, project planner (plan, SEIS, standards, and Whiskey Ridge Standards)



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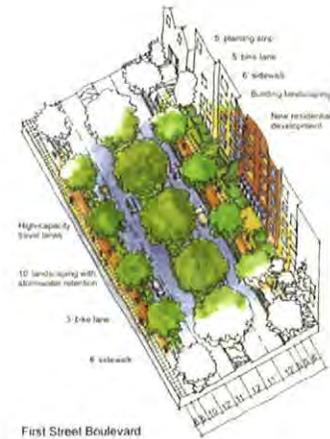
and visual identity. Also included a strategy for implementing an ambitious by-pass system to reduce impacts of through traffic.

- Innovative storm water management recommendations that incorporate low impact development techniques and encourage property owners to use new infiltration facilities.
- A planned action EIS, which acted as a check on the capability of the existing and planned infrastructure's ability to handle foreseen growth.

MAKERS also crafted the City's design standards for the Whiskey Ridge Neighborhood.

Relevance to Lake Stevens On-Call:

Project demonstrates MAKERS' planning and regulatory experience in a context similar to Lake Stevens.



Design Guidelines and On-Call Design Review Services, City of Woodinville



MAKERS has assisted the City with several regulatory and design review provisions since 1995. In 1995, MAKERS worked directly with Woodinville City staff and stakeholders to prepare a design review program and guidelines. In 2004, MAKERS worked with staff and Planning Commission members

to update the City's commercial and multifamily design standards, clarifying language, applicability, and formatting and adding graphics to illustrate the standards. More recently, MAKERS helped craft updated zoning provisions and form-based design standards to implement the Downtown Plan. Work included preparation of a 3-D model of the town to illustrate the City's vision. Since 2004, MAKERS has assisted the City with on-call design review services for commercial, multifamily, and mixed-use developments.

Relevance to Lake Stevens On-Call:

Illustrates our extensive experience in writing codes, conducting design review, and providing other design review services in a responsive manner.

Town Center Plan and Code, City of Sammamish

To provide for the civic, commercial, and recreational needs of its rapidly growing population, the City of Sammamish initiated an ambitious effort to create a Town Center on 200 acres of undeveloped and lightly developed land that includes several wetland areas.

Reference:

Hal Hart, Development Services
Director, (425) 877-2271

Staff:

- Bob Bengford, design review lead
- John Owen, 1995 guidelines and Downtown Zoning and Design Standards Lead

Reference:

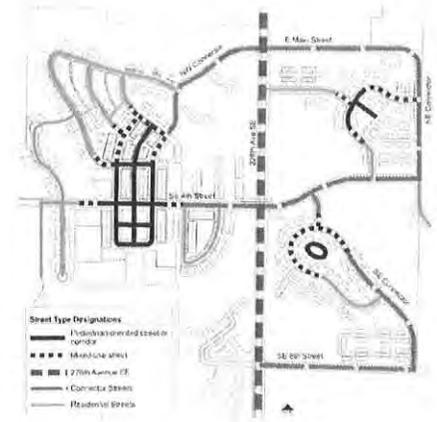
Michael Matthias, project manager
(425) 943-0607

Personnel:

- John Owen, partner-in-charge
- Bob Bengford, project manager

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MAKERS led a team of consultants in the preparation of a plan that set the direction and identifies implementation steps needed to create the Town Center. This plan coordinated with several projects already in development, including a new city hall, police station, recreation center, and 20-acre park. Plan components address land use and urban design, transportation, economics (including market opportunities and funding programs), utilities and road construction engineering recommendations, and environmental management. After the plan was adopted in 2008, MAKERS helped the City craft a new zoning code and design standards to implement the plan (adopted 2010).



Relevance to Lake Stevens On-Call:

Project involved close coordination with staff in organizing and preparing the new code and its project review process.

Design Review, City of Tacoma

As part of the Design Review Project, MAKERS explored a number of development review options that are workable in terms of staff resources and expertise, local market conditions, and the community and that help to achieve Tacoma's community design goals. MAKERS evaluated design review processes for several other cities and worked closely with Tacoma staff and stakeholders to determine issues and objectives. The firm created a summary of recommendations and options involving project applicability, review authority, public involvement, design review meetings, and project follow up.

Reference:

Brian Boudet, (253) 573-2389

Personnel:

- Bob Bengford, project manager
- Dara O'Byrne, project planner
- Sean McCormick, 3D Visualization

MAKERS also updated the Comprehensive Plan goals and policies related to community design, created updated design standards for Tacoma's Mixed-Use Centers and several residential zones, and developed detailed 3D models of two Tacoma neighborhoods to help public officials and community members evaluate proposed changes for Mixed-Use Centers.

Relevance to Lake Stevens On-Call:

Project illustrates our experience in conducting multiple on-call regulatory and design review tasks.



ATTACHMENT 2

PACE

Town Engineer, Town of Woodway

As the Town's Consultant City Engineer, PACE provides plan reviews for single family residence grading and drainage permits, short plat applications, and right-of-way permit applications within the town. PACE provides expertise to Town staff on engineering issues within the town. The team is responsible for the design and inspection of capital improvement projects. PACE conducts pre-construction meetings and oversees drainage and erosion control inspections on construction projects. A major accomplishment while working with Woodway has been the adoption of a new stormwater manual and modification of the stormwater code to encourage sustainability and Low Impact Development on all future projects in the town.

Relevance to Lake Stevens On-Call:

As the Town's Engineer, PACE is responsible for reviewing all grading and drainage permit applications for compliance with the Woodway Municipal Code and the Department of Ecology's Stormwater Manual for Western Washington. PACE also reviews all subdivisions and short plats from an engineering and survey standpoint. In addition, PACE provides civil engineering and planning input on Conditional Use Permits, Staff reports to the Hearing Examiner, Variances and Code amendments.

Reference:

Terrance Bryant, Public Works
Director, (206) 542-0183

Staff:

- Ken Nilsen, City Engineer
- Amie Broadsword, Project Manager
- Steve Morales, Plan Reviews and Inspection

City Engineer, City of Normandy Park

As a City Engineering Consultant, PACE provided plan reviews for right-of-way permit applications, grading and drainage permits, and short plat applications. PACE was responsible for conducting pre-construction meetings and providing drainage and erosion control inspections on commercial projects. The team was involved with design and inspection of capital improvement projects for the City. PACE provided the City with proposed language for land use code revisions to meet compliance with the City's municipal stormwater permit. Proposed code revisions included a post-construction soil management requirement and the adoption of the most current King County Drainage Manual.

Relevance to Lake Stevens On-Call:

PACE was responsible for reviewing all residential, commercial grading and drainage permit applications for compliance with the Normandy Park Municipal Code and the King County Surface Water Design Manual. PACE reviewed all subdivisions and short plats from an engineering and survey standpoint. In addition, PACE provided civil engineering and planning input on Conditional Use Permits, Staff reports to the Hearing Examiner, Variances and Code amendments.

Reference:

Peter Landry, (206) 248-8269

Staff:

- Ken Nilsen, City Engineer
- Amie Broadsword, Plan reviews and Inspection
- Steve Morales, Plan reviews and Inspections
- Kirk Utley, Inspections

ATTACHMENT 2

Construction Observation, City of Kenmore

PACE provided as-built plan reviews for the City of Kenmore from 2007 – 2010. The work was part of an on-call construction observation contract with the City that included construction support from the pre-construction meeting through final construction approval on all short plats, long plats, and commercial construction.

As-built plans were reviewed for conformance with as-built conditions, approved plans, road standards, and the 1998 King County Surface Water Design Manual. In addition to as-built plan review, we also provided general review of proposed field changes throughout construction and coordinated approvals with the City.

Relevance to Lake Stevens On-Call:

As the City Inspector, PACE was responsible for all grading and erosion control inspections within the City of Kenmore, which required thorough review of the approved grading and drainage plans. Often PACE was called upon to approve changes in the field based upon site conditions. This practical in-the-field inspection experience allows our engineers to develop better designs and avoid pitfalls during plan reviews.

Reference:

Kent Vaughan, (425) 398-8900

Staff:

- Amie Broadsword, Project Manager
- Kirk Utley, Lead Inspector
- Steve Morales, Inspector

Compensation

The Watershed Company, MAKERS and PACE team understands the City's need for economical on-call services for both its in-house projects and review of work on projects for City property owners.

Included below is a table detailing a range of fees for routine and non-routine services as requested in your RFP. Prices for services vary widely depending on the complexity of projects and needed review as well as any corrections that may need to be made.

An estimate for routine maintenance of Lake Stevens' GIS database is also included. This estimate reflects a conservative view of changes expected because of the slow economy. However, we plan to make weekly updates to your data so that it is current and accurate. Our efficiency will enable you to maintain the city's records on a budget

Following the routine service tables are 2011 billing rates for all three firms. Typically, we expect to give you a written proposal for each review or service requested, outlining scope and a not-to-exceed cost.

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Development Review Services

Services	Cost Range
Routine Development Application Review (not including non-routine tasks, listed below) ¹	
Commercial/residential site plan	\$300 - \$2,500
Subdivisions	\$750 - \$3,000
Shoreline permits	\$800 - \$1,750
Zoning map amendments	\$1,000 - \$3,000
Variances	\$500 - \$3,500
Conditional use permits	\$750 - \$4,000
Comprehensive plan amendments/ Code amendments	\$1,000 - \$4,000
Non-Routine Development Review Tasks ²	
SEPA review	\$250 - \$1,500
Design guidelines review	\$250 - \$1,000
Traffic study review ³	\$300 - \$1,200
Critical Area Study/mitigation plan review	\$1,200 - \$1,900
Critical Area field-check – up to 1 acre	\$500 - \$950
Utility/stormwater review	
Small Site Review – under 5000 SF new/replaced impervious surface, no critical areas	\$800 - \$1,200
Large Site Review – over 5000 SF new/replaced impervious surface, no critical areas	\$1,800 - \$4,500
Preliminary Short Plat ⁴	\$1,500 - \$8,000
Final Short Plat ⁵	\$1,500 - \$8,000
Long Plats	Variable
Attend pre-application meeting - includes meeting & basic preparation	\$380 - \$720
Attend weekly or monthly staff meetings - includes meeting time & basic preparation	\$380 - \$560
Attendance at City Council or Planning Commission Meeting	\$480 minimum depending on complexity and preparation requested

¹ Routine Development Review - The basic per case cost associated with development review for compliance with zoning, subdivision, dimensional standards, and other applicable regulations/guidelines, along with the production of a comment letter summarizing our findings.

² Non-Routine Development Review – Additional review tasks (beyond those done for a routine review) that may apply to a project depending upon its size, scope, location, and/or complexity.

³ Review includes checking for conformance with transportation

elements of City Comprehensive plan, reviewing driveway orientation, spacing, and conformance with City access standards on plans.

⁴ Includes review of preliminary plat and accompanying engineering plans, coordination with fire marshal and utility providers, coordination on staff report and preparation of conditions related to grading, utilities, and stormwater.

⁵ Review of final plat and engineering plans for consistency with applicable codes and plat conditions.

Environmental and Natural Resources (City projects)

Services	Cost Range
Preparation/review of SEPA Checklist	\$400 - \$1,200
Wetland/stream delineation – 1 Acre Site	\$1,300 - \$2,200
Prepare mitigation plan – up to 24,000SF – to permitting level (60%)	\$2,100 - \$5,500 depending on complexity
JARPA: WDFW - HPA	\$1,000 - \$1,500 depending on needed ESA documentation
JARPA: Corps – 404 or 401 permit, not including mitigation plan (note: cost savings if only one JARPA is needed for WDFW and Corps)	\$1,200 - \$1,800 depending on needed ESA documentation
Biological Evaluation (BE)	\$3,000 - \$5,000

GIS Data Maintenance, Creation, Analysis, & Mapping

Services	Cost Range
GIS database routine maintenance	Estimated 2 - 8 hours per week for regular maintenance to City GIS database (\$400 - \$3,000 per month, depending on frequency and volume of changes)
GIS data creation, project specific	\$350 - \$2,200, depending on data type
GIS data analysis, project specific	\$250 - \$1,500, depending on scope
Data mapping in digital format or plots	\$150 - \$300 per map

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Billing Rates

The Watershed Company

Staff Member	Position	Billing Rate
A. William Way, PWS	President	\$180
Ed McCarthy, P.E., PhD	Water Resource Engineer	\$170
Hugh Mortensen, PWS, CESCL	Senior Ecologist	\$140
Jennifer Creveling, PWS	Senior Wetland/Wildlife Biologist	\$140
Amy Summe	Environmental Planner	\$140
Dan Nickel, CESCL	Environmental Engineer	\$140
Greg Johnston, EIT, CFP	Senior Fisheries Biologist	\$135
Mark Garff, ASLA, LLA	Senior Landscape Architect	\$130
Mark Indrebo, LG, CESCL	Fluvial Geomorphologist	\$130
Matt Stevenson	Planner/Senior GIS Analyst	\$130
Nancy Way	Technical Writer	\$130
Kenny Booth, AICP, APA	Associate Planner	\$120
Suzanne Tomassi	Senior Wildlife Biologist	\$120
Courtney Landoll, ASLA, LLA	Landscape Architect	\$95
Grace Bergman	GIS Analyst/Designer	\$95
Sarah Sandstrom	Fisheries Biologist	\$95
Mark Daniel	Associate Planner/GIS Specialist	\$85
Christi Hallman	Project Administrator	\$85
Nell Lund	Ecologist	\$90
Ryan Kahlo	Ecologist	\$75
John "Mike" Foster	Ecologist	\$70
Tracy Durnell	Administration/Graphic Design	\$70

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
 PE = Professional Engineer
 EIT = Engineer In Training
 GIS = Geographic Information System
 LG = State of Washington Licensed Geologist
 PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
 ASLA = American Society of Landscape Architects
 LLA = Licensed Landscape Architect
 AICP = American Institute of Certified Planners
 CAD = Computer Aided Drafting
 CESCL = Construction Erosion and Sedimentation Control Lead

MAKERS

Staff Member	Billing Rate
Bob Bengford, AICP	\$150
Sean McCormick	\$85
Dara O'Byrne, AICP	\$95
John Owen	\$160
Rachel Miller	\$75

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PACE Engineers

Positions	Billing Rate
Senior Principal	\$185
Principal Engineer, Principal Planner	\$170
Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator	\$160
Project Manager, Principal Surveyor	\$150
Sr. Project Engineer, Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, Robotic/GPS & Operator	\$140
Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, GIS IV, GIS/CAD Manager	\$130
Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Sr. CAD Drafter, GIS Analyst III, Sr. Inspector	\$120
Engineer II, Sr. Designer, Planner II, Sr. Party Chief, Survey Technician II, CAD Drafter III, GIS Analyst II, Inspector III	\$110
Engineer I, Designer II, Planner I, Survey Tech I, CAD Drafter II, GIS Analyst I, Inspector II	\$100
Jr. Engineer, Designer I, Jr. Planner, Party Chief, CAD Drafter I, GIS Tech, Inspector I, Project Administrator	\$89
Instrument Person, GPS Assistant, Jr. CAD Drafter, Sr. Office Tech	\$79
Jr. Instrument Person, Office Tech III, Intern	\$68
Office Tech II, Expediter II	\$58
Office Tech I, Expediter I	\$48

Direct Costs:

Expense Item	Rate
Auto Mileage	Maximum standard rate allowable by IRS
Duplicating	\$0.10 /page black and white \$1/page color \$10/ page black and white plot \$30/page color presentation plot
Electrofishing Equipment Rental	\$100.00 / day
Trimble Geo XH - GPS Equipment Rental	\$170.00 / day
Trimble GEO XT - GPS Equipment Rental	\$50.00 / day
Solomat Water Quality Testing Equipment Rental	\$50.00 / day
Other Direct Costs At Cost	

*Rates for 2011 only; escalator clause for cost of living may apply in future years

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND The Watershed Company
FOR On Call Planning Services**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and The Watershed Company, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to n Call Planning Services including permit review, critical area report review and/or preparation (biologist services), and Geographical Information services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached Estimate of Professional Services for the On Call Planning Services, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work,

if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within ~~NA~~ days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so

engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

a. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per

occurrence and as an annual aggregate.

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

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be

interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed NA. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS
C/O Rebecca Ableman
PO Box 257
LAKE STEVENS, WA 98258-0257

Notices to the Consultant shall be sent to the following address:

The Watershed Company
Hugh Mortensen
750 Sixth Street S.
Kirkland, WA 98033

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2011.

CITY OF LAKE STEVENS

_____, CONSULTANT

By _____
VERN LITTLE, MAYOR

By _____

APPROVED AS TO FORM:

GRANT K. WEED, CITY ATTORNEY

EXHIBIT A

ATTACHMENT 2

Exhibit A

Scope of Services for the PSA between City of Lake Stevens and The Watershed Company for On-Call Planning Services

SCOPE OF SERVICES:

The consultant, in consultation with the City, shall prepare detailed scopes of work, budgets and schedules for each task authorization. Services rendered through individual task authorizations would encompass the following:

1. Development Review

1.1 Review services. The Consultant will provide development review services to the City, upon request, to review development applications for consistency with the Lake Stevens Municipal Code, including zoning, critical area, and public works standards, as well as comprehensive planning policies and other applicable policies of the City.

1.2 Development applications. Development applications may include, but are not limited to:

- Commercial and residential site plans;
- Subdivisions;
- Shoreline permits;
- Zoning map amendments;
- Variances;
- Conditional use permits;
- Comprehensive plan amendments; and
- Code amendments.

1.3 Tasks. Review services can include review of application materials for complete application status, SEPA checklists, traffic studies, critical area studies and verification, setbacks and other zoning standards, landscaping plans, mitigation plans, wildlife and fisheries habitat assessment studies, mitigation construction monitoring, mitigation as-built documentation, mitigation performance monitoring and reporting, utility and stormwater plans, preliminary and final plat maps, and design review. Upon request, the Consultant will attend City meetings, including pre-application meetings, review meetings, public hearings, and public meetings to support City staff during the approval process.

1.4 Application materials and review times. The City shall provide the Consultant with a copy of all application materials, and a reasonable time period to review the application, not less than two weeks. The Consultant shall respond with a comment letter in writing, transmitted via e-mail.

2. Environmental and Natural Resources

2.1 Tasks. The Consultant, upon request, will provide preparation and/or review of SEPA checklists, SEPA determinations, preparation and/or review of critical area studies; wetland and stream delineation studies, mitigation plans, wildlife and fisheries habitat assessment studies, mitigation construction monitoring, mitigation as-built documentation, mitigation performance monitoring and reporting, and other general assistance with or preparation of environmental permitting documents (NEPA, JARPA, HPA, Shoreline, etc.) for City projects.

3. Geographic Information System (GIS)

3.1 Maintenance of GIS. The Consultant, upon request, will maintain the City's GIS system and update it as requested with new data development or from existing sources of data.

3.2 GIS Data Creation. The Consultant, upon request, will create GIS datasets for the City. Data is to be determined by the City's needs, but may include jurisdictional boundaries, zoning, land use, development proposals, buildable lands, critical areas, topography, roadways, and parcels.

ATTACHMENT 2

Exhibit A

Scope of Services for the PSA between City of Lake Stevens and The Watershed Company for On-Call Planning Services

3.3 GIS Analysis. The Consultant, upon request, will provide analyses for the built and natural environment. This includes, but is not limited to, impacts of land use alternatives, impervious surface, screening for environmental impacts, capacity analysis, etc.

3.4 Mapping. The Consultant, upon request, will create maps and other graphics for the City. Maps are available in digital format, plots, and document size for use within the City's offices, for sale to the public, for inclusion on the City's website, or for presentation purposes.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

June 27, 2011

Subject: Permitrax Permit Tracking System – Bitco Software LLC

**Contact Person/
Department:**

Rebecca Ableman
Planning and Community
Development Director

**Budget
Impact:**

2011-\$1,000 Install
2012-\$4,000 Install
2012 -\$5,000 maintenance &
annually thereafter

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The recommended action is for the City Council to authorize the Mayor to enter into an agreement to purchase a new permit tracking system from Bitco Software LLC.

SUMMARY:

At the May 23rd meeting, staff presented the permit tracking system proposal by Bitco Software of its Permitrax program for a significantly reduced rate (**Attachment 1**) in an effort to build its client base. Council gave direction to proceed with the Contract Agreement and is before the Council for consideration.

BACKGROUND:

The City purchased an upgrade package to the current permit tracking system known as PTWIN. The cost of the upgrade, approximately \$4,700 offered at a special discount, was significantly less than any other system available (ranging from \$50,000 to \$250,000 in price with annual maintenance fees between \$10,000 and \$32,000) providing an affordable solution for replacing the antiquated and very cumbersome program that is operating. In addition, the integrity of the system has been compromised on more than one occasion causing concern with losing data and/or not having an operational program at all. Staff had been working with the Company, URSA, to get the upgrade product but the business closed before releasing the software. The Finance Division is working to recover the funds that were expended for the upgrade.

A few other cities including Edmonds and Arlington are currently using Permitrax and have given favorable ratings. The City's Information and Technology Department has evaluated the system and also rates it favorable. Staff was given a demonstration and supports the system because of its ease of use, tracking capabilities, and report generation features (**Attachment 2** product information).

DISCUSSION:

A permit tracking system is an essential tool for the Planning Department because it tracks land use activity on a site over time, provides statistical data efficiently, tracks fee information, and provides the status of a project and where it is in the review stage at any given time. The current system provides some of that functionality but, among other issues, the reports that it can generate still require a great deal of manual work to verify and put into easily read documents. Permitrax will improve the City's ability to serve permit customers and produce more reliable data.

Bitco Software is interested in building its client base to help generate new customers and is offering a system that regularly costs over \$87,000, for the annual maintenance price. Given the economic climate and budget constraints the request is to purchase the basic system that would include tracking of permits only. Other optional modules can be added at a later time such as the citizen access and linking the permit data to the GIS (mapping) system.

APPLICABLE CITY POLICIES:

NA

BUDGET IMPACT:

The purchase price is \$5,000 for the basic system. The vendor has proposed \$1,000 be paid in 2011 to begin setting up and the balance of \$4,000 be paid in 2012 upon a completed installation. An annual maintenance fee of \$5,000 will be required starting in 2012. Building Permit revenue has already exceeded the annual projection and this would be an appropriate expenditure of these funds until or if the City is able to recover the expended funds from URSA.

ATTACHMENTS:

- 1- Permitrax Proposal
- 2- Permitrax Product Information

ATTACHMENT 1
Bitco Software, LLC

PROPRIETARY SOFTWARE LICENSE AGREEMENT

For City of Lake Stevens, Washington

Subject to the provisions contained herein. Bitco Software, LLC ("Bitco Software") hereby grants to the City of Lake Stevens, Washington ("Customer") a non-exclusive license to use the proprietary computer software products ("Licensed Program") and materials ("Licensed Materials") specified below.

SOFTWARE

Bitco Software, will furnish one (1) copy of the Licensed Program to Customer in machine-readable object code form and provide one (1) copy of the Licensed Materials to Customer containing detailed specifications for the operation and use of the Licensed Program.

PRODUCT LICENSE AND SERVICE FEES

PermitTrax™ Suite	
Software License Fee (See Schedule 1, Section A)	\$0.00
<hr/>	
Professional Services Fee (See Schedule 1, Section B)	\$0.00
<hr/>	
Software Annual Maintenance Fee (See Schedule 1, Section C)	\$5,000.00
<hr/>	
Total Fees Due & Payable	\$5,000.00 + Tax =====

ATTACHMENT 1
Bitco Software, LLC

CUSTOMER INFORMATION

City of Lake Stevens, Washington

Customer Name:

Address:

Attention:

Telephone Number:

Customer's Designated Site

Designated Site:

Same as Above

Address:

Same as Above

Billing Address:

Same as above

Attention:

Telephone:

Shipping Address:

Same as above

(If different from above)

Attention:

ATTACHMENT 1
Bitco Software, LLC

PROPRIETARY SOFTWARE LICENSE AGREEMENT

Bitco Software, LLC

TERMS AND CONDITIONS

1. LICENSE. Bitco Software hereby grants to Customer a non-exclusive, non-transferable license (the "License") to use the Licensed Program and Licensed Materials on the Designated Site, identified on Page 2 of this Agreement, subject to the terms and conditions contained herein. The term of this license is perpetual, commencing upon acceptance of this Agreement by Bitco Software.

This Agreement, the Licensed Program and Licensed Materials, to which it applies, may not be assigned, sub licensed, or transferred by the Customer without prior written consent from Bitco Software, which will not be unreasonably withheld nor delayed.

2. USE. Bitco Software, shall be responsible for the delivery of the Licensed Program(s) together with the documentation. The Customer shall be exclusively responsible for the supervision, management and control of its use of the Licensed Program(s), including without limitation; (i) assuring proper machine configurations, audit controls and operating methods; (ii) establishing adequate backup plans, based on alternative procedures and access to qualified programming personnel; and (iii) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input, as well as, system restart and recovery in the event of a malfunction.

The Licensed Program and Licensed Materials may be used only in the furtherance of the internal operations of the Customer, its sub agencies and commissions or its wholly owned or majority owned subsidiaries. In no event shall the Licensed Program be used to process information by or for the benefit of third parties.

The Customer may, from time to time, change the Designated Site and/or the location thereof to any computer site of the Customer or a subsidiary, provided that in each case the Customer gives timely written notice thereof to Bitco Software, LLC. During the term of this Agreement, and at any given time, the Customer is authorized to use the Licensed Program on only one (1) of the Customer's computers and intended backup computer.

The Customer may not copy or otherwise reproduce the Licensed Program, or any part thereof (except such copying, strictly limited in number, as is essential for system backup, testing, maintenance or recovery purposes). The Customer may reproduce the Licensed Materials solely for its own internal use provided that all titles, trademarks, trade names, copyright notices, and other proprietary notices of Bitco Software, are retained.

3. CONFIDENTIALITY. The ideas and the expressions hereof contained in the Licensed Program and Licensed Materials are confidential, proprietary information and trade secrets that the Customer will receive in confidence unless and only to the limited extent required by Washington state statutes governing the release of public records. The Customer shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any Licensed Program and/or Licensed Material to any third parties except for Customer's employees and consultants who are bound by appropriate non-

ATTACHMENT 1
Bitco Software, LLC

disclosures. The obligations expressed within this Section 3 shall survive termination of this Agreement.

The Parties acknowledge and agree that all Parties' information that is marked "Confidential", except as specified below, that comes to be known by reason of work under this Agreement, is confidential to each Party and will not be disclosed to unauthorized third parties. The Parties will use the same standard of care, and will bind their employees, agents or representatives to such standard, to prevent disclosure of such confidential information as each uses to protect its own confidential information and trade secrets. Information received by either Party under this Agreement will not be considered confidential if the information: (a) is not marked "Confidential"; (b) is known to the other Party or is in the other Party's possession at the time of executing this Agreement; (c) is in the public domain at the time of disclosure; (d) is independently developed by the other Party; or (e) is disclosed to the other Party by a third party with written approval of the first Party.

The obligations expressed within this Section 3 shall survive termination of this Agreement.

4. **WARRANTIES.** Bitco Software warrants that (i) it may lawfully grant the license, (ii) neither the Licensed Program or Licensed Materials, or the use thereof within the scope of the License, infringes a patent or copyright or is claimed to be a trade secret of any person who has not consented to the granting of the License, (iii) at the time of installation, and for so long thereafter as Customer pays Maintenance Fees hereunder, the Licensed Program, will conform to applicable printed documentation (i.e., all Licensed Materials, including User Guides and Reference Manuals) delivered by Bitco Software to the Customer; (iv) neither the Licensed Program nor the Licensed Materials contain any virus, time bomb mechanism or other software or code that can disable or adversely affect any and all of the Licensed Program or the Licensed Materials or destroy any data or other software; and (v) both the Licensed Program and the Licensed Materials are Year 2000 Compliant. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. No employee or agent of Bitco Software is authorized to give a greater or different warranty.

5. **INDEMNIFICATION.** Bitco Software, at its own expense, will defend and indemnify against any action brought against the Customer based on a claim that any Licensed Program infringed a United States patent, copyright or trademark provided that (i) Bitco Software, shall be notified promptly in writing by the Customer of any notice of such claim; (ii) Bitco Software, shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) the Customer shall permit Bitco Software, at Bitco Software, option and expense, either to procure for the Customer the right to continue using the Licensed Program or modify the Licensed Program so that it becomes non-infringing.

6. **LIABILITY.** Except as provided for in Section 5 above, Bitco Software, liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, shall be limited to the License Fees paid by the Customer hereunder with respect to the affected Licensed Program. In no event will Bitco Software, be liable for any lost profits, goodwill, or other consequential, special or indirect damages suffered by the Customer in connection with or arising from the performance of the Licensed Program, even if Bitco Software,

ATTACHMENT 1
Bitco Software, LLC

has been advised of the possibility of such damages or for any claim against the Customer by any other party.

7. MAINTENANCE PLAN. Upon due and punctual payment of the applicable Maintenance Fees, the Customer shall receive:

New Releases: From time to time Bitco Software, may issue modified or enhanced versions of the Licensed Program, herein referred to as a "New Release", and will provide the Customer with one (1) complete copy of such New Release and one (1) copy of the documentation updates. Following shipment of the New Release materials, the previous release shall remain "current" for purposes hereof, for a period of six (6) months: thereafter only the New Release will be current. New Releases will only be issued to Customers who have a current Maintenance Plan in effect. Bitco Software shall have no obligation hereunder to furnish the Customer with separately priced components to a Licensed Program or Licensed Materials except as explicitly described in this License Agreement, unless Customer has entered into an additional License Agreement for such separately priced components. Bitco Software, LLC shall continue to provide maintenance to the Licensed Program so long as it continues to make the Licensed Program commercially available.

Service: Upon receipt of written notice (e-mail acceptable) from the Customer specifying failures or errors found in a Licensed Program, and upon receipt of such additional information as Bitco Software, may request, Bitco Software, will act in an expeditious manner to correct defects in the current release of such Licensed Program, as long as it has not been substantially altered by Customer. Bitco Software, will provide telephone support services during normal business hours. Monday through Friday (9:30 AM - 5:00 PM, Pacific Standard Time). Bitco Software, is not obligated to perform investigation and/or correction of defects found by Bitco Software, to be in other than a current release, which has not been substantially altered by the Customer.

The Maintenance Plan shall be automatically renewed on an annual basis and the Customer shall pay therefore according to the then current Maintenance Fee, unless the Customer elects to cancel the annual renewal of the Maintenance Plan, effective upon any anniversary date of the commencement of the Maintenance Plan, by providing written notice to Bitco Software, no less than thirty (30) days prior to such anniversary date. Bitco Software, shall deliver to Customer an invoice no less than sixty (60) days prior to such anniversary date. Such invoice shall be due and payable within 60 days. Customer may elect at the execution of this Agreement, or upon any anniversary date hereof, to purchase a Multi-Year Maintenance Plan by paying in advance to Bitco Software, LLC maintenance fees for two or more years and receiving a maintenance prepayment discount of 10% (ten percent).

Bitco Software, in its sole discretion, shall establish Maintenance Fees payable under this Section. Notwithstanding the above, for the first three years after contract execution, the annual Maintenance Fees shall not be increased. For years thereafter, any Maintenance Fee increases shall be limited to the percent change in the U.S. Department of Labor Consumer Price Index (CPI-U) for the calendar year prior to the renewal date of the Maintenance Plan.

8. PAYMENT. All Product License and Services Fees outlined on Page 1 of this Agreement are due and payable as described in Schedule 1, Section D ("Payment Terms"). All other fees and charges hereunder are due and payable in full upon receipt of Bitco Software, invoice by Customer. There shall be added to all charges hereunder (i) all reasonable shipping, handling, travel and other

ATTACHMENT 1
Bitco Software, LLC

reasonable out-of-pocket expenses incurred by Bitco Software, in connection with this Agreement or its performance; and (ii) amounts equal to any taxes paid or payable by Bitco Software, however designated, levied, or based on this Agreement, or on any Licensed Program or Licensed Materials, its charges or its use, including without limitation, any value-added, royalty, federal, state or local sales, use, and property taxes, and any taxes or amounts in lieu thereof, exclusive, however, of taxes based on the net income of Bitco Software. Customer will be charged interest at the rate of one and one-half percent (1-1/2%) per month on all sums hereunder which remain unpaid thirty (30) days after due, with such interest to commence on the due date.

9. GENERAL. The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by all terms and conditions hereof. All subsequent modifications, amendments, and waivers to this Agreement must be by written instrument, executed by authorized representatives of the parties hereto. In the event that any provision under this Agreement shall be deemed illegal or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire Agreement shall not fail on account thereof and the remainder of the Agreement shall continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of any other provision hereof. Bitco Software, LLC shall not be liable for delay or failure to perform its obligations herein set forth if such delay or failure is due to any cause or condition beyond its reasonable control. This Agreement shall be binding upon and inure to the benefit of any successor of the Customer, who, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of the Customer.

Both parties agree that neither party shall solicit or hire the other party's employees involved directly in the relationship established by this Agreement as an employee or as a consultant in the same geographical region. This provision shall remain in effect until one (1) year has passed since the date the last services were provided by Bitco Software to Customer. Both parties recognize that their employees are valuable resources whose loss may be damaging to their respective businesses, and therefore, violation of this restriction shall result in the violating party making an immediate restitution payment of \$250,000 to the other, payable within 30 days of the start date of the hired employee or consultant.

All notices and other communications hereunder shall be by written instrument and shall be deemed given upon certified mailing with return receipt, addressed to the party to be notified at the address set forth on Page 2 of this Agreement, or to Bitco Software LLC.

This Agreement is governed and construed by the laws of the State of Washington.

This Agreement, including all Addenda, attached hereto, represents the complete and exclusive statement of the agreements between the parties and supersedes all prior agreements and representations between them. In the event of conflict between general Terms and Conditions, Schedule 1 and the Addenda, the following order of precedence shall apply: Schedule 1, Addenda, Terms and Conditions. This Agreement is binding upon the parties upon execution by Customer and acceptance by Bitco Software.

ATTACHMENT 1
Bitco Software, LLC

Accepted By:

City of Lake Stevens, Washington

Bitco Software, LLC

By:

By:

(Authorized Signature)

(Authorized Signature)

(Name and Title)

Cory Jorgensen, President

(Name and Title)

(Date)

(Date)

ATTACHMENT 1
Bitco Software, LLC

PROPRIETARY SOFTWARE LICENSE AGREEMENT

Bitco Software, LLC

SCHEDULE 1

City of Lake Stevens, Washington

Product Pricing, Configuration and Service Schedule

A.	Licensed Program(s): -----	License Fee -----
	Application: PermitTrax™ Suite	No Cost
	Database: SQL Server	
	Licensed number of Users: Unlimited	

Total License Fees (after all applicable discounts): **No Cost**

Note that the Customer is fully responsible for providing the relational database management software and other third party software and systems required for the operation of the Bitco Software, system.

B. Professional Services:

Service provided under this contract:

Implementation

Bitco Software agrees to design and implement new consoles for client until go-live. This includes Document Design, Scripting and Data Entry.

Data Conversion

Bitco Software Agrees to provide data conversions that will import data into the application. This includes an Assessor conversion of parcel and address data.

Reports

Bitco Software agrees to provide custom reports where canned reports will not meet the needs of the client.

Training

Bitco Software will provide training to use the application.

After the completion of these professional services and customer goes LIVE and is using the application to transact normal business, all Professional Services will be at then-current-hourly rate.

Below are Estimated Milestones of Professional Services:

ATTACHMENT 1
Bitco Software, LLC

Contract Execution through Week 3:

Information gathering by Bitco Software for Implementation, Data Conversion and Reports.

Week 4 through Week 8:

Data Conversion Delivered to Client for Review and sign off at end of week 8.

Week 9 through Week 12:

Console Designs, Documents and Scripting for Review and sign off at end of week 12.

Week 13 through Week 16:

Testing by Client, Custom Reports, Final Changes and Training. After Week 16, Set a GO Live Date with Client.

Data Conversion Fee: No Cost
Implementation Fee: No Cost

Total Professional Services (after all applicable discounts): \$ 0.00

C. Software Maintenance Fee:

Application: PermitTrax™ Suite \$5,000.00

Total Maintenance Fees (after all applicable discounts): \$5,000.00

Customer hereby purchases, as part of this Agreement, Software Maintenance Plan, commencing upon contract execution and extending for a term of one (1) year. Customer will pay a software maintenance fee equal to (\$6,200.00) for this Software Maintenance Plan.

D. Payment Terms:

Due and payable upon contract execution:

1st Year Annual Maintenance Fee (Partial) \$1,000.00

Total: \$1,000.00 + Tax

Due and Payable by Jan 31st, 2012

1st Year Annual Maintenance Fee (In Full) \$4,000.00
2nd Year Annual Maintenance Fee \$5,000.00

Total: \$9,000.00

E. License Fee Basis:

ATTACHMENT 1
Bitco Software, LLC

Customer acknowledges that the License Fees described herein are based on the number of IIS Servers of the Licensed Program. The license fee described herein is based on an unlimited number of users.

Accepted By:

City of Lake Stevens, Washington

Bitco Software, LLC

By:

By:

(Authorized Signature)

(Authorized Signature)

(Name and Title)

Cory Jorgensen, President

(Name and Title)

(Date)

(Date)



Product Information

PermitTrax™ Land Management Suite



"Changing How Government and Software are Brought Together"



- PO Box 814
- Edmonds, WA 98020
- (425) 367-4016
- <http://www.bitcosoftware.com>



PRODUCT INFORMATION

PermitTrax™ Land Management Suite

PermitTrax™ is a full featured web based land management solution for government agencies used primarily in the tracking of Building, Planning, and Engineering permits as well as Business License and Code Enforcement. PermitTrax™ is distributed as a full product suite with a complete set of modules included in the purchase price. PermitTrax™ was designed from the ground up utilizing Microsoft .NET technology. These technologies present the user with a rich, full featured thin-client multi-document interface allowing the user to work on more than one item at a time.

PermitTrax™ Land Management Suite provides some of the following functions:

- Tracking of multiple types of Permits, Licensing, and Code Enforcement
- Automating multiple processes
- Tracking the Review process
- Detail information for Inspections, Conditions and Requirements
- Automated fee calculations
- Track and associate permits to Parcels, Addresses and Contractors
- Cashier module for tracking financial transactions
- Attach any type of electronic file such as photos, documents, correspondents
- Ability to add different levels of messaging for easy inter-office communication
- Create and publish documents such as permits, letters, certificates, licenses
- Email notifications
- Full function reporting
- Easy to use interface

ALL-INCLUSIVE ANNUAL SERVICE PLAN

We are offering an *All-Inclusive Annual Service Maintenance Plan*. This fee is offered at an additional cost of \$500.00 per month, paid annually or monthly in addition to your annual maintenance contract.

What is the All-Inclusive Annual Service Plan?

It includes all requests for changes, modifications and additions to PermitTrax™ during the service plan period. You will no longer have to budget for extra services. You will no longer ask the question “How Much will it cost to do this?” It’s all included.

Here is a list of some of the services included:

- New Permit Type Design and Implementation
- New Custom Reports
- Fee Modifications and Scripting
- Add / Modify Custom Documents
- Implement newly developed application features
- Screen Modifications
- SQL Queries to extract custom data

There is no limit to modifications or additions of any sort. You want to add a new permit type? It’s included!

Why would we do this?

We want to provide an application that our customers can use so they can better serve their current customers while making your internal processes more efficient. As the application evolves with new modifications, updates and improvements; the services you provide change, the internal design of PermitTrax™ should do so as well, without breaking the budget. We find that the ability to do your job in an efficient manner and providing great service to your clients shouldn’t be defined by the amount of money it takes to create those processes when they already exist.

It reminds us here at Bitco Software of times when we go places and want to do something out of the ordinary, but told that we can’t because “There just isn’t a button for it”.

“DOING IT DIFFERENT!”

At Bitco Software, we do things different. Here are a few examples.

Application Design

PermitTrax™ is a 100% browser based application, which means that the application is accessed completely through a web browser such as Microsoft Internet Explorer on the client machine. There are no application modules installed on the client machine, which makes the application easier to maintain for the IT department. Since the application runs through a web browser, it is easy to give access to users located outside the agencies network. Also, there is no need for a special wireless module for completing field inspections, as it can be easily setup with a laptop and air card for full access over the internet.

Technology

Utilizing Microsoft technologies, we are able to focus on the strengths of Microsoft products, services and support. The complete PermitTrax™ Suite is developed using Microsoft.NET technology. PermitTrax™ utilizes Microsoft SQL Server for data storage. Once setup, SQL Server is a low maintenance system, which creates less management for an agencies IT department. PermitTrax™ can run on SQL Server enterprise or the freely distributed SQL Express edition, which is great for the smaller agencies.

Purchase Price

PermitTrax™ is priced competitively using a per server model instead of per user. Since the application runs through a web server, it seems illogical to charge per user. While our competitors are charging for add on modules, we include those modules and features with the licensed application. Some of our competitors charge on a per user basis, which they then calculate the annual maintenance based on your users. Some even base your maintenance fees on your population. At Bitco Software, we charge the same flat rate for maintenance for each customer.

Product Packaging

PermitTrax™ is packaged as a Land Management Suite. All features, upgrades and new modules are included in the price when you purchase the licensed application. There is no need to purchase new features as they become available - they are already included.

Low Maintenance

The PermitTrax™ product suite is a very friendly IT application. The application is installed only on one server. As updates become available, maintenance is achieved with a few clicks to install the latest version. Once installed, your whole client base is now using the latest version.

EXECUTIVE SUMMARY



PEOPLE

Bitco Software's management team provides 12+ years experience developing software solutions for government and private institutions. Our project leaders, management and staff integrate with our customers creating a long lasting relationship. Bitco Software strives to create a unified team environment so we can clearly understand your business processes to apply our tactical methods of implementation to get the job done right the first time.

Bitco Software has a vision of helping bring software and government together. Your assessment team can be rest assured that our knowledgeable team will provide the best service anyone can offer.

PRODUCT

Bitco Software is a leading software developer in the e-government market. e-Government (short for electronic government, also known as e-gov, digital government, online government or transformational government) is a diffused neologism used to refer to the use of information and communication technology to provide and improve government services, transactions and interactions with citizens, businesses, and other arms of government.

The primary delivery models of e-Government can be divided into:

- Government-to-Citizen or Government-to-Customer (G2C)
- Government-to-Business (G2B)
- Government-to-Government (G2G)
- Government-to-Employees (G2E)

Within each of these interaction domains, four kinds of activities take place:

- pushing information over the Internet, e.g.: regulatory services, general holidays, public hearing schedules, issue briefs, notifications, etc.

- two-way communications between the agency and the citizen, a business, or another government agency. In this model, users can engage in dialogue with agencies and post problems, comments, or requests to the agency.
- conducting transactions, e.g.: lodging tax returns, applying for services and grants.
- governance, e.g.: online polling, voting, and campaigning.

It is convenient and cost-effective for businesses, and the public benefits by getting easy access to the most current information available without having to spend time, energy and money to get it. E-government helps simplify processes and makes access to government information more easily accessible for public sector agencies and citizens.

For example, the Indiana Bureau of Motor Vehicles simplified the process of certifying driver records to be admitted in county court proceedings. Indiana became the first state to allow government records to be digitally signed, legally certified and delivered electronically by using Electronic Postmark technology. In addition to its simplicity, e-democracy services can reduce costs. Alabama Department of Conservation & Natural Resources, Wal-Mart and NIC developed an online hunting and fishing license service utilizing an existing computer to automate the licensing process. More than 140,000 licenses were purchased at Wal-Mart stores during the first hunting season and the agency estimates it will save \$200,000 annually from service.

The anticipated benefits of e-government include efficiency, improved services, better accessibility of public services, and more transparency and accountability.

E-government allows citizens to interact with computers to achieve objectives at any time and any location, and eliminates the necessity for physical travel to government agents sitting behind desks and windows. Improved accounting and record keeping can be noted through computerization, and information and forms can be easily accessed, equaling quicker processing time. On the administrative side, access to help find or retrieve files and linked information can now be stored in databases versus hardcopies stored in various locations. Individuals with disabilities or conditions no longer have to be mobile to be active in government and can be in the comfort of their own homes.

PRIMARY CONTACT

Cory Jorgensen - President of Bitco Software, LLC

PO Box 814
Edmonds, WA 98020
Phone: (425) 367-4016
E-Mail: cjorgensen@bitcosoftware.com

COMPANY

Bitco Software LLC
Privately Owned Limited Liability Company formed in the state of Washington.

HEADQUARTERS

Edmonds, WA 98020

Bitco software is located in the City of Edmonds, Washington. All project coordination is completed through this office.

LENGTH IN BUSINESS

Bitco Software LLC was established in December 2002.

MANAGEMENT BELIEFS

Bitco Software is dedicated to providing the industries best customer service, support and product so we can insure our customers' business visions and goals. We recognize our customers as the foundation, creating a long lasting relationship to help propel our products and services into the future as technologies change and evolve.

COMPANY EXPERIENCE



City of Edmonds, Washington

Address: 121 5th. Avenue North, Edmonds, Washington 98020

Phone: (425) 771-0220

Solutions Provided:

Permit Tracking Solution:

The Bitco Software PermitTrax™ Land Management Suite was implemented in the Community Development Department tracking all land use applications. These include Planning, Building, Engineering Permits, and Code Enforcement. Currently the City of Edmonds processes approximately 400+ permits monthly.

Citizen Connect™ Public Access:

The Bitco Software Citizens Connect™ Module was added to the cities website for citizen access to view the status of a permit. Also available is the ability to apply for permits online.



San Luis Obispo County, California

Address: 1050 Monterey St., San Luis Obispo, CA 93408

Phone: (805) 781-5285

Solutions Provided:

Permit Tracking Solution:

The Bitco Software PermitTrax™ Land Management Suite was implemented in the Public Works Department. These include Encroachment, Transportation, Road Closure and Adopt-A-Road permits.



City of Arlington, Washington

Address: 238 N. Olympic Ave, Arlington, WA 98223

Phone: (360) 403-3445

Solutions Provided:

Permit Tracking Solution:

The Bitco Software PermitTrax™ Land Management Suite is implemented in the Community Development Department tracking all land use applications. These include Planning, Building, Code Enforcement, Public Works and Utilities Permits.

**City of North Bend, Washington**

Address: 211 Main Ave N, North Bend, Washington 98045

Phone: (425) 888-7631

Solutions Provided:**Permit Tracking Solution:**

The Bitco Software PermitTrax™ Land Management Suite is implemented in the Community Development Department tracking all land use applications. These include Planning, Building and Public Works Permits.

**City of Black Diamond, Washington**

Address: 24301 Roberts Drive, Black Diamond, WA 98010

Phone: (360) 886-2560

Solutions Provided:**Permit Tracking Solution:**

The Bitco Software PermitTrax™ Land Management Suite was implemented in the Community Development Department tracking all land use applications. These include Planning, Building, Engineering Permits, Business License and Code Enforcement.

Citizen Connect™ Public Access:

The Bitco Software Citizens Connect™ Module was added to the cities website for citizen access to view the status of a permit. Future implementation is in progress to enable the online features for permit issuance and payment over the web.



PermitTrax™

This is the core of our Land Management Suite used for all day-to-day tracking purposes.

Administrator

Used to customize the PermitTrax™ application and to design the permitting process.

Cashier

The cashier module can be separated from the permit fees through the cashier module for easy processing of payments.

Reports

Many canned reports exist in the system that can be filtered down to provide an endless set of reports and data. Custom reports can be added to the system that canned reports don't meet.

Inspections

Easy functionality for inspectors to enter inspection comments. Adds the ability for scheduling of inspections.

Mobile Access

Quick easy access to permit inspections with very little HTML overhead for updating inspections in the field for use with mobile devices.

DATABASE

The PermitTrax™ Land Management Suite uses Microsoft SQL Server to store the application data using a relational database schema. Microsoft SQL Server is a logical choice to storing data as it is an easy to use and maintain database application and requires little maintenance once setup and installed. Microsoft SQL Server works seamlessly within a Microsoft client/server infrastructure.

Low Cost option:

Microsoft also provides SQL Server Express, which is a no-cost option with the full functionality of the full version with only a limitation on concurrent connections.

MOBILE COMPUTING

Since PermitTrax™ is a web based application no special applications or hardware are required for real-time mobile transactions. Basically, PermitTrax™ is Mobile Ready.

PUBLIC ACCESS

Bitco Software provides a public access application called Citizens Connect™ that links the PermitTrax™ Land Management Suite to the public. This module is customizable as to what the citizen can view by an administrator. Citizens Connect™ also allows for simple permits to be applied for over the internet, paid for and issued.

IMPLEMENTATION

Bitco Software provides a proven approach to a system implementation. We take a lot of the hassle out of the data entry into the PermitTrax™ system. We do not want to take you away from your clients so we provide that process for you. We help you gather the information you need and discuss the many possibilities to customizing the system to fit your current business processes. We believe that we are experts at what we do and we should help you be the expert at what you do. Below is a systematic procedure we use to implement the PermitTrax™ Land Management Solution and is usually a 4 – 6 month process.

Step 1: Analysis

We will meet with you to analyze how you do business, create a plan and gather data to start customizing your permits and processes. At this time we will install the software and train your project leader.

Step 2: Implementation

We take what we received from you during the analysis of your business process and configure the system to meet your needs. We do this in our offices in Edmonds, Washington. We send periodic updates to be imported and reviewed in a test environment.

Step 3: Completed Implementation Testing

Once all elements of the implementation step are tested, we go through a mock-live test phase to make sure that everything converts correctly, designed to your specifications and all processes work as designed. We use this stage to train the rest of your staff on how to use the application and the processes that are implemented.

Step 4: Go Live

Once the implementation process is complete and the configuration has been validated for accuracy then we move all the information into a LIVE environment. On the GO-LIVE date our staff is available on-site to help with any questions with the new system.

Step 5: POST GO LIVE

Post-Implementation and continuing support is an important part of a strong and lasting relationship with our clients. Bitco Software understands that problems and issues can arise when a new system is implemented. Bitco Software commits to providing the support, resources and knowledge to assist your staff before, during and after the system goes live.

MAINTENANCE

Bitco Software's annual maintenance fee covers all bug fixes, enhancements to the product, telephone tech support and all upgrades. You will be notified if there is an update available, what is new in that update, and how you can retrieve it. There are currently four Releases a year at the end of each quarter.

Since Bitco Software's PermitTrax™ Land Management Suite is web-based, the maintenance is very easy. Your IT staff just downloads the new installation files and installs them on the server. The next time you run PermitTrax™, you will have all the new changes automatically. You do not have to go from computer to computer to install these changes.

One of our goals at Bitco Software is to keep things easy. We handle all the technical

problems and convert them into easy steps so a non-technical person can understand them. We listen to our customers and track the questions that are asked; we then assess those questions, and then change our product or procedures to eliminate the confusions.

DATA CONVERSIONS

Bitco Software is dedicated to making sure that we do everything to make your job easier and the implementation process goes smooth. We can develop an application that makes it easy for you to convert your old permit data into our database as well as parcel, address and contractor data. This application is our Data Conversion Utility and is custom built for your specific data conversions. With only three clicks of a button, the conversion process starts and is completely automated.

To complete a data conversion, we need to get the data from you in an easy to read format such as an ASCII text file that is delimited, or a Microsoft Access database. Our conversion team will help you from the start to the end. If a conversion is part of the service agreement, the conversion application is part of the PermitTrax™ Suite and is covered under your annual maintenance agreement. If your assessor's office changes the format of your conversion, we will gladly modify this custom application to meet those changes.

SUPPORT

Technical Support is provided at regular business hours between 8:00 AM to 5:00 PM PST. This includes Telephone and E-Mail support. We currently use WebEx to provide remote support for our customers.

PROJECT TEAM LEAD

Bitco Software believes that we must work in a team environment with all of our projects and your staff. Cory Jorgensen, Chief Executive Officer of Bitco Software, will act as the Project Team Lead.

Position:

Chief Executive Officer

Summary:

Mr. Jorgensen has 20+ years of experience developing software including development on permit tracking solutions before starting Bitco Software. Using this knowledge lead him and his team to create the PermitTrax™ Land Management Suite. To further his knowledge and provide the best

possible software Mr. Jorgensen has added Microsoft Certifications to make a long-lasting foundation in an ever changing technological world.

Project Responsibilities:

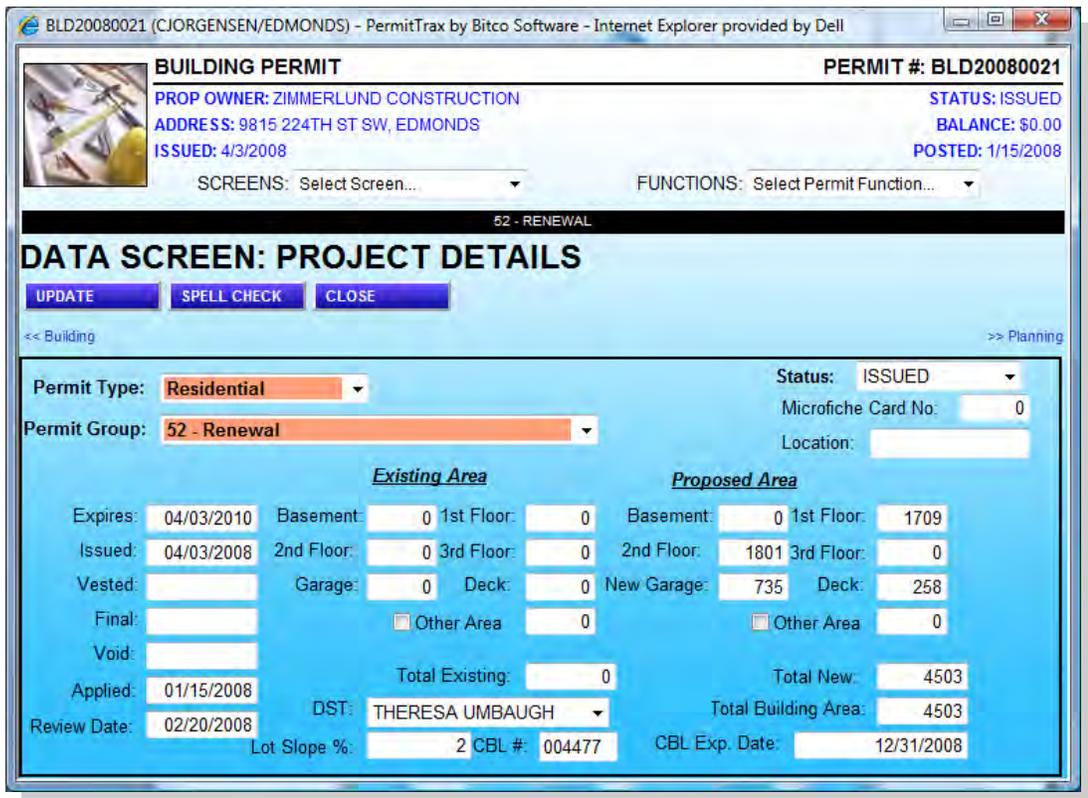
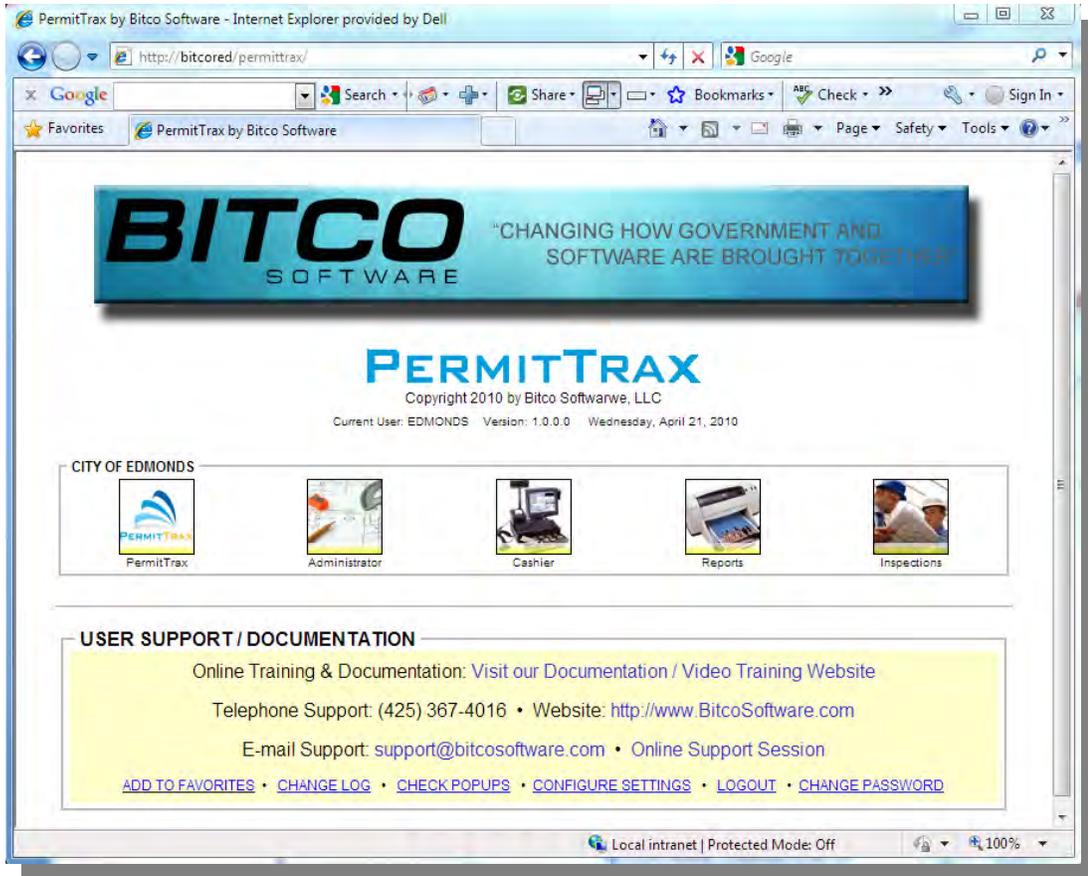
- Project Team Lead
- Oversight to Software Development
- Coordination between customer and Bitco Software technical team
- Manage all technical aspects of implementation
- Data Conversion Oversight
- Business Analyst

Technical Skills/ Qualifications

- Project Manager
- Application Developer
- Database Admin
- Microsoft Certified Application Developer

Product Screen Shots





BLD09-0011 (CJORGENSEN/DIAMOND) - PermitTrax by Bitco Software - Internet Explorer provided by Dell



BUILDING PERMIT

OWNER: GARVICH, STEVEN+LISA B
 ADDRESS: 29625 232ND AVE SE, BLACK DIAMOND
 ISSUED: 3/23/2009

PERMIT #: BLD09-0011

STATUS: ISSUED
 BALANCE: \$0.00
 POSTED: 3/23/2009

SCREENS: Select Screen... FUNCTIONS: Select Permit Function...

MECHANICAL - SINGLE FAMILY RESIDENCE

DOCUMENTS

RETURN CLOSE

CITY OF BLACK DIAMOND

24301 ROBERTS DRIVE P.O. BOX 599
 BLACK DIAMOND, WA 98010
 PHONE: (360) 886-2560 FAX:(360) 886-2529



PERMIT NUMBER
BLD09-0011

Application Date: 3/23/2009
 Date Issued: 3/23/2009
 Expiration Date: 3/23/2011
 INSPECTIONS: (360) 886-2560

BUILDING PERMIT			
<i>Job Address</i>		<i>Parcel #</i>	
29625 232ND AVE SE, BLACK DIAMOND		4067600275	
<i>Project Name</i>	<i>Project Valuation</i>	<i>Sprinkled</i>	<i>Heat Source</i>
GARVICH GAS PIPING	\$0.00		GAS
<i>Applicant:</i>	<i>Owner:</i>	<i>Contractor:</i>	
STEVEN+LISA B GARVICH 29625 232ND AVE SE BLACK DIAMOND, WA 98010 360-886-1837	STEVEN+LISA B GARVICH 29625 232ND AVE SE BLACK DIAMOND, WA 98010 360-886-1837	STEVEN+LISA B GARVICH 29625 232ND AVE SE BLACK DIAMOND, WA 98010 360-886-1837 Lic #:	

BLD20080082 (CJORGENSEN/EDMONDS) - PermitTrax by Bitco Software - Internet Explorer provided by Dell



BUILDING PERMIT

PROP OWNER: LACHER, KURT
 ADDRESS: 20625 82ND AVE W, EDMONDS
 ISSUED: 5/6/2008

PERMIT #: BLD20080082

STATUS: ISSUED
 BALANCE: \$0.00
 POSTED: 2/1/2008

SCREENS: Select Screen... FUNCTIONS: Select Permit Function...

52 - RENEWAL

Reviews

ADD REVIEW REMOVE REVIEW PRINT CLOSE

Review ID	Description	Assigned To	Due Date	(#)	Req?	Done?	ASSIGN
200	Building Review	BULLIS		7	Y	Y	ASSIGN
2000	DST Tracking	UMBAUGH		1	Y	Y	ASSIGN
400	Engineering Review	COLLINSJ		5	Y	Y	ASSIGN
900	Planning Review	CLUGSTON		5	Y	Y	ASSIGN

CITY OF EDMONDS

Development Services
 425-771-0220

ONLINE PERMIT INFORMATION

Welcome cjorgansen@bitcosoftware.com - [Logout](#) [My Account](#)

[Home](#)



Permit Information

Date: 2/4/2009 4:38:33 PM

Permit # : BLD20080179
Permit Type: Building Permit
Permit Sub Type: 64 - Single Family Residence New
Application Date: 3/4/2008
Status: ISSUED
Balance Due: \$0.00
Total Fees: \$5,859.22

Address: 20218 W 76TH AV, EDMONDS
Parcel: 27041900110500
Contact: KOOPAI, MAHMOOD

NOTE: PERMIT INFORMATION IS SUBJECT TO CHANGE BASED UPON REVISIONS THAT ARE MADE DUE TO A PERMIT APPLICANT REVISION OR A CODE REQUIREMENT.

Permit Information

WORK DESCRIPTION:	SFR
ISSUED:	7/11/2008
EXPIRES:	7/11/2009

Associated People

Type	Primary Contact?	Name
PROP OWNER	Y	KOOPAI, MAHMOOD
APPLICANT	N	MAHMOOD KOOPAI, RAZIEH MOHAMMADI &
CONTRACTOR	N	D L SIGLER CONSTRUCTION

Associated Addresses

Address
20218 76TH AV W EDMONDS

Associated Permits

Associated Permit	Application Date	Permit Type	Permit Status	Sub Type
CRA19930135	03/18/2008	Critical Area	WAIVER	



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 27 June 2011

Subject: Authorize Interlocal Agreement with Snohomish Conservation District for Support Services

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to execute the ILA with Snohomish Conservation District.**

SUMMARY/BACKGROUND: Snohomish Conservation District (District) can be used to provide support services to the City for tasks and projects that are associated with natural resources. Services provided by the District can include NPDES compliance, watershed management, localized flooding, wetland management, low impact development, and drainage control.

The District was formed about 20 years prior to the City's incorporate. As such, the residents of the City have been included in this District and pay an annual fee of \$5/year. Some of the costs associate with using the District may be offset through the portion of the fees collected by the District from citizens of the City of Lake Stevens.

In 2010, the District used its resources, at no cost to the City, to prepare and assist the City in submitting a DOE grant for a Low Impact Development demonstration project for the City's shop site. The City was awarded a total grant of \$117,431 (which includes a 25% match). The match of \$29,400 is expected to come from City and District direct staff costs. This project is approved for 2011-2013 and would be the first expected services under this ILA. With this project, and others with the District, a scope of services would be prepared and agreed upon by both parties. This would define the project, roles, finances, and timing. It is anticipated that most services with the District would be through grant and direct staff costs so no special budget line would be necessary.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: TBD in the development of a scope of service. Anticipated to be within current existing budget.

ATTACHMENTS:

- ▶ Exhibit A: DRAFT ILA

EXHIBIT A

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAKE STEVENS
AND
SNOHOMISH CONSERVATION DISTRICT
FOR JOINT OR COOPERATIVE SERVICES**

April 1, 2011 through December 31, 2015

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the City of Lake Stevens (hereinafter "City"), a political subdivision of the State of Washington, and the Snohomish Conservation District (hereinafter "District"), a Washington municipal corporation established pursuant to Chapter 89.08 RCW.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to undertake a variety of activities relating to the conservation, management, and sustainability of natural resources; and

WHEREAS, the District and City are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the District's boundaries include all of the City; and

WHEREAS, for over 60 years the District has assisted landowners and local governments as they face resource management challenges relating to water quality and other natural resource issues; and

WHEREAS, increasing demands for resource management programs, resulting from more stringent regulations, urban development pressures, and public interest and awareness, has put a strain on both District and City financial resources; and

WHEREAS, the District has outlined long term goals and objectives in its Long Range Plan; and

WHEREAS, the District and City provide services for conserving and managing the City's natural resources; and

WHEREAS, the District and City recognize the need to continually refine and coordinate their respective long and short term goals, objectives, and programs for managing and conserving the City's natural resources; and

NOW, THEREFORE, the District and City mutually agree as follows:

I. PURPOSE

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the city and the district to promote, facilitate, and undertake certain conservation programs and activities.

C. This Agreement shall be implemented through an annual scope of work as provided in Articles VI and VII.

II. DURATION OF AGREEMENT

A. This Agreement shall commence on April 1, 2011 and terminate December 31, 2015, unless otherwise modified or terminated in accordance with the terms of this Agreement.

B. The activities described in Appendix 1-2011 that are performed after April 1, 2011, shall be eligible for funding under this Agreement.

III. FUNDING

Funds for the resource management and conservation programs provided for in this Agreement shall be from the City. The District and City shall endeavor to seek and obtain, whenever possible, grants and other external funding sources to support the projects included in the programs. In the event funding is not appropriated in the City budget this Agreement may be suspended until funding becomes available, or at the option of either party, this Agreement may be terminated as provided in Section VIII below.

IV. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work

This Agreement shall be implemented through a scope of work. The City and District shall negotiate a scope of work and budget for each year of this Agreement, which scope of work and budget will coordinate and describe the conservation programs and activities to be undertaken using funds from the City and District. The first annual scope of work and budget is set out in Appendix 1-2011, attached hereto and incorporated herein by this reference, which shall take effect on April 1, 2011. Subsequent annual scope of work and budget will be attached to this Agreement labeled as Appendix 1-2012 (or subsequent year).

B. Future Scope of Work

On or before December 1 of each year, the District will submit to the City, through the Public Works Director, a proposed annual scope of work and budget that describes the District's conservation programs and activities proposed to be undertaken by the District with funds obtained from the City in the succeeding year. The scope of work will be coordinated with City conservation programs and activities. The District shall actively involve constituents and partners in the development of proposed scope of work.

C. Program Reporting

On or before January 31 of each year, the District shall prepare and submit to the City, through the Public Works Director, an annual report which shall summarize the work performed and expenditures incurred during the preceding year for funding provided by the City and evaluate the performance and results of the work performed. The reports shall also include, but not be limited to, the following:

1. A description of work performed during the period and progress made to date.
2. A description of any adverse conditions that affected the program objectives and/or time schedules, and actions taken to resolve them.

V. RESPONSIBILITIES OF THE CITY

A. Cooperation with the District

The City shall assist the District in a timely manner in the preparation, review, and modification of the scope of work, including accommodation of sensitive District timelines and assistance in identifying and making plan modifications that are reasonably consistent with the mission and goals of the District.

B. Payment of Billing Requests

The City shall provide payment within 30 days of an approved billing request submitted by the District for work activities and expenditures identified by the agreed to scope of work and budget.

VI. MAINTENANCE OF RECORDS

The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures associated with this Agreement. The accounting records shall provide for a separate recording and reporting of all receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of City or the State Auditor upon request.

VII. AMENDMENTS AND MODIFICATIONS OF PROGRAM EXPENDITURES

A. Changes in Approved Projects or Program Activities

The City, through the Public Works Director, must approve the removal, modification, or addition of work identified in the annual scope of work.

B. Delays

Spending for some projects or program activities may be delayed because of extended timeframes for obtaining supporting grant funds, holdups in the permit review/approval processes, or other unforeseen circumstances. Variations in the scope of work or budget for these reasons shall be documented between the District and the City.

VIII. TERMINATION

The City or District may terminate this agreement at any time with or without cause providing 15 days advance notification in writing. In the event of termination the City shall pay the District a pro-rated amount for work completed to the date of termination. All work product shall be delivered to the City and shall become the property of the City.

IX. PROPERTY

Title to personal property purchased by the District in carrying out the scope of work shall vest in the District.

X. GENERAL PROVISIONS

A. Notice

Except as set forth elsewhere in this Agreement, notice for purposes of this Agreement, except service of process, shall be given by the District to the City by delivery to the Public Works Director, 1812 Main Street; P.O. Box 257, Lake Stevens, WA 98258. Notice to the District for purposes of this Agreement, except service of process, shall be given to the Chair of the Board of Supervisors of the District and to the District Manager, 528 – 91st Ave. NE. Lake Stevens, WA 98258.

B. Compliance with Laws

The District and the City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement. The District and the City agree to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

C. Indemnification

The District and the City agree to protect, defend and hold harmless each other, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the other party, its officials, employees and agents in performing this Agreement except for those arising out of the sole negligence of the other party.

D. Insurance

The City and the District shall each obtain and maintain at all times hereunder (i) a commercial general liability insurance policy with a minimum policy limit of \$1,000,000 per occurrence and \$1,000,000 combined single limit per occurrence, (ii) a minimum umbrella coverage of \$3,000,000 each occurrence and \$5,000,000 annual aggregate, and (iii) errors and omissions coverage including employment practices liability \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Each party's policy shall provide that such policy shall not be terminated or reduced without thirty (30) days prior notice to the other party. The City and the District will provide a certificate of insurance to the other party evidencing the aforementioned coverage. In the alternative either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-insurance program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to this agreement who is a member of such program is not able to name the other party as an "additional insured" under its coverage provided by the self-insurance program.

E. Non-assignment

The District shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written approval by the City.

F. Independent Contractor

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the City. The District specifically has the right to direct and control the District's own activities in implementing the scope of work in accordance with the terms of this Agreement. The City shall only have the right to ensure performance.

G. Interlocal Cooperation Act

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

XI. MISCELLANEOUS

A. No obligation in this Agreement shall limit the District or the City in fulfilling its responsibilities otherwise defined by law.

B. The City shall cause this Agreement to be filed or listed pursuant to RCW 39.34.040 with the Snohomish County Auditor.

XII. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the City and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the City and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

SNOHOMISH CONSERVATION DISTRICT

Accepted and executed this ____ day of _____, 2011

By: _____
Mark Craven, Chair
Snohomish Conservation District

City of Lake Stevens

Accepted and executed this ____ day of _____, 2011

By: _____
Vern Little, Mayor
City of Lake Stevens

Approved to Form:

City Attorney



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STAFF REPORT



Council Agenda Date: 27 June 2011

Subject: Authorize Contract Amendment to the Eurasian Watermilfoil Control Program (2011) – Implementation of Application Strategy Plan and Post Services

Contact Person: Mick Monken **Budget Impact:** \$167,824.83
Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize amendment to the current contract with AquaTechnex, LLC to perform the implementation of Application Strategy Plan and post services for an amount of \$167,824.83

SUMMARY/BACKGROUND: On 25th April 2011 the City Awarded the Eurasian Watermilfoil Control Program (2011) contract to AquaTechnex and authorized the development of the Application Strategy Plan (ASP). This contract was for \$11,500. The ASP has been completed and was presented to staff on 15 June 2011. The implementation of the ASP is the next phase in this project where the initial treatment and public outreach for the removal of the milfoil is performed.

In preparing the ASP, AquaTechnex performed reconnaissance in mid May for the 2011 season. They used the 2010 Snohomish County distribution map as a baseline. The consultant team used a combination of visual observations using water penetrating glasses and video, spot diving, and point intercept sampling using a sampling rake. The team covered the entire potential milfoil growth area (littoral zone) of the lake. Milfoil growth was observed and sampled in a number of the areas within the lake. The majority of the plant growth had emerged about 2 feet in length as of 20th of May. The dense areas were mostly on the north shore area of the lake.

Using the field collected information, AquaTechnex developed treatment maps and the application strategy (areas needing coverage, application rates, and methods of treatment). In brief, the recommended application date is the week of 11 July 2011. Following the initial treatment, post review of the effects, monitoring of concentrations levels, and the development of a post application treatment strategy will follow. These post services are included in this proposed contract amendment. The cost for the initial treatment is \$155,684.22 with the balance \$13,140.61 for the post services.

To date, the City has received an approval from the DOE for the Triclopyr treatment. The City's DOE grant funding limits expenditures after 1 July 2011. The permit limits the application dates from 15th July through 31st October 2011. AquaTechnex has been in contact with DOE regarding the start date and doesn't foresee a problem with an application the week prior to the permit date since triclopyr does not have limitation on the fish window which is the controlling factor in the permit application dates.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$167,824.83 in this action. 2011 budget is \$185,000 including \$75,000 DOE grant. The total allocated budget including this action is \$179,324.83 (under budget by \$5,675.17)

ATTACHMENTS:

- ▶ Attachment A: Draft Professional Service Agreement
- ▶ Attachment B: Project Budget Status

ATTACHMENT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
LAKE STEVENS EURASIAN MILFOIL CONTROL PROJECT**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2011, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for preparation of an application strategy plan for the initial and post treatment follow up of the control of Eurasian Milfoil in Lake Stevens, hereinafter called the "Project," said Agreement being dated 29th April 2011; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Phase II, implementation of the application strategy plan and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 29th April 2011, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$167,824.83 and shall read as follows: "....shall total payment under this agreement exceed \$179,324.83."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$11,500.00
Supplemental Agreement No.1	\$167,824.83
Supplemental Agreement No.2	\$0.00
Supplemental Agreement No.3	\$0.00
Grand Total	\$179,324.83

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed within 90 days.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

AquaTechnex, LLS

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Lake Stevens City Attorney

Exhibit A1

Scope of Services

**LAKE STEVENS EURASIAN MILFOIL CONTROL PROJECT
IMPLEMENTATION OF APPLICATION STRATEGY PLAN
POST TESTING AND SURVEY AND TREATMENT STRATEGY
(PHASE II, III, IV, V)**

Work shall consist of the following:

1. Implementation of application strategy plan – this is the initial implementation of the consultant's developed application strategy plan (initial treatment) of the triclopyr treatment that includes labor, equipment, materials, permitting, meetings with the City and Public, and other associated cost in the implementation of the consultant's developed application strategy plan. Treatment shall be Renovate triclopyr. A copy of the application strategy plan is attached and incorporated into this scope of services.
2. Post application testing (per test) – Testing will be performed for up to 16 weeks at 4 locations, or as agreed to by the City prior to any testing, for a estimated 36 post application tests. The testing is to monitor the concentrations of triclopyr.
3. Post treatment survey – performance of a follow up visual survey of the entire littoral area to determine the effectiveness of the initial treatment. The survey will include post-survey GIS mapping.
4. Post treatment strategy plan – preparation of a draft and final post treatment strategy plan. This includes labor, equipment, materials, permitting, meetings with the City and Public, and other associated cost in the preparation of the post treatment strategy plan. Consultant is responsible to determine what is needed in the post treatment strategy plan to perform any required post treatment.

ATTACHMENT 1

Application Strategy Plan



Lake Stevens Eurasian Milfoil Treatment Recommendations

Presented to City of Lake Stevens for
Consideration by



AquaTechnex, LLC

PO Box 30824
Bellingham WA, 98228
www.aquatechnex.com

[LAKE STEVENS EURASIAN MILFOIL TREATMENT RECOMMENDATIONS]

June 17, 2011

Introduction

AquaTechnex was selected by the City of Lake Stevens to perform the first phase to implement the Integrated Aquatic Vegetation Management Plan (IAVMP) to target the noxious aquatic weed Eurasian Milfoil. During the summer of 2010, the Community went through the process of developing a IAVMP to help begin the process of targeting the invasive aquatic weed Eurasian Milfoil. This noxious weed has become a major problem to lake residents in many areas of the lake. The planning process included developing maps outlining problem areas, looking at all control options and developing a plan and budget for the next ten years to implement the plan. During the year 2011, the plan called for applications with Triclopyr based aquatic herbicides and a few follow up tasks.

AquaTechnex has completed the first phase of this project for 2011, we have performed a survey to be used in recommending a treatment strategy to the City. This report summarizes this effort and provides those recommendations.

Mapping

The mapping work that was performed during the summer of 2010 by Snohomish County diver teams provided an excellent starting point for the 2011 mission. Their teams surveyed the littoral area of the lake and developed a map that showed approximately 135 acres of the 200 acre littoral area had some level of Eurasian Milfoil present. They mapped densities as they moved around the lake, from dense to sparse. While this information gives a good picture of conditions at that point, a survey is a snapshot of what is occurring at the time it is conducted. Eurasian Milfoil is an aggressive aquatic weed that can expand rapidly from year to year when conditions are advantageous and developing an accurate treatment map requires an understanding of conditions at the point of treatment. As such, our team undertook a review of the littoral zone of the lake to confirm conditions and develop treatment recommendations to the City.

AquaTechnex biologists visited Lake Stevens on May 17th, 19th and 20th to perform reconnaissance and begin to develop treatment maps for the 2011 season. The team utilized the 2010 Eurasian Milfoil distribution maps developed by Snohomish County Water Resources Staff as a baseline for the reconnaissance efforts. The team used a combination of visual observation using water penetrating glasses, and point intercept sampling using a sampling rake. The team circumnavigated the entire littoral zone of the lake during this time frame.

Eurasian Milfoil growth was observed and sampled in a number of areas within Lake Stevens during this effort. The majority of the plant growth had emerged from the lake sediments and grown to a 1-2 foot length as of May 20th. This was a uniform observation lake-wide.

We were able to locate milfoil plants in a number of areas that had been mapped as Dense or Moderate. We also noted some expansion of the communities in areas mapped as sparse, primarily along the north shoreline of the lake and into the Bay where the City Dock and Ramp are located.

[LAKE STEVENS EURASIAN MILFOIL TREATMENT RECOMMENDATIONS]

June 17, 2011

The information collected in this time frame provided a good picture of conditions on the North Shoreline. We did not see heavy growth as mapped in 2010 on the eastern shoreline and did not observe many plants in the western shoreline areas mapped.

As such we provided an interim report to the City and indicated that additional mapping work was necessary a bit later in the spring growing season. AquaTechnex biologists returned to the lake the weeks of May 31st, the week of June 6th and completed survey efforts on June 14th.

The team used a combination of DGPS mapping equipment, visual observation with polarized glasses, underwater video, rake sampling system and diver observation to review these areas. Where Eurasian Milfoil was observed, the team created polygons or point locations using Trimble GeoXT GPS receivers and mapping data loggers. Trimble units work seamlessly with ArcGIS. These files were downloaded from the unit, processed for differential correction to gain submeter accuracy and exported to ArcGIS as shapefiles.

The shapefiles were used to create polygons based on the herbicide selected for this mission and the recommended application rates that the herbicide would be applied at. This allowed the team to calculate acres and average depths to develop recommended treatment levels in terms of herbicide delivered. This information was presented to the City at a planning meeting on June 15th.

Observations

The IAVMP developed last summer by consultants hired by the City recommended that the entire 200 acre littoral area of the lake be targeted with the aquatic herbicide active ingredient Triclopyr. This herbicide is systemic and selective for Eurasian Milfoil so it was a good choice as a control option. The cost proposed in this document though was not accurate for this approach. This herbicide is used based on density of plants present, the water depths where treatments are to occur and the application rate is also sensitive to the expected contact exposure time the plants would receive. For example, shallow areas where dense plant beds and little water exchange that would remove or dilute the herbicide can be treated at lower rates. Narrow bands of Milfoil on shorelines exposed to wind and water driven currents where the herbicide might be expected to move out of the treatment area rapidly require a higher application rate. As such, the cost provided for the recommended approach was not accurate for Lake Stevens and proposals received by the City reflected that. The City prepared grant applications and a budget based on the IAVMP as written last year.

The other condition that drives our recommendations is that there are large areas of the littoral area of the lake mapped as sparse in the 2010 mapping effort that remain that way. Much of the western shoreline has little or no Eurasian Milfoil present. In many of the areas where the weed is present, the densities are well below treatment thresholds.

Recommended approach

The Eurasian Milfoil populations in many areas of Lake Stevens are ready for treatment with Triclopyr. Based on our survey, we have developed a map that shows recommended treatment areas in Lake Stevens for the initial treatment during the Summer of 2011. We created treatment polygons based on water depths and plant densities. Two general treatment polygons were created, the first is for shallow

[LAKE STEVENS EURASIAN MILFOIL TREATMENT RECOMMENDATIONS]

June 17, 2011

well protected treatment plots, the second is for deeper water and less protected areas of the lake. The acres of each polygon were calculated using ArcGIS software and exported to a planning spreadsheet. The planning spreadsheet was used by our team to develop a recommended application rate based on depth and probable water exchange. It then was used to calculate an amount of herbicide to apply and the cost of that material.

The map presented here shows the locations of the lake that are proposed for treatment in the initial application. There are 126.01 acres of the lake littoral area that we are proposing be targeted with Triclopyr herbicide. The spreadsheet attached also shows the calculations and amounts that will be applied to each polygon when the treatment is approved and moves forward.

The formulation of Triclopyr that is recommended for this project will be Renovate OTF granular. This product is a controlled release granular pellet delivery system for the herbicide. The granules are broadcast over the treatment area in a uniform pattern and the amount applied to each polygon is determined by expected water volume and exchange. A label for Renovate OTF is attached.

The recommended approach would have the following budget:

- Approximately 34,097 pounds of Renovate OTF would be applied. The agency pricing for this product is \$3.45 per pound for 2011 and the total cost would be \$117,634.83 for materials
- The permit used for aquatic herbicide applications has a number of public notification requirements prior to and on the day of treatment. The budget for performing this work would be \$1,800.00.
- The logistics involved in delivery and handling of this amount of Renovate both to the lake and on the lake would be \$3,500.00
- The herbicide application costs to apply the material are proposed at \$19,500.00.
- The total proposed budget for the initial treatment of Lake Stevens then would be \$142,434.83 plus the appropriate sales tax

The approach to application would be as outlined here.

The permit has been secured by the City of Lake Stevens from the Washington Department of Ecology. The application of herbicide is governed by this document and the conditions in it. Initially, the cover letter to this permit indicated that Lake Stevens had a fish timing window and herbicides could not be applied prior to July 15th. We discussed this with Kathy Hamel as there is no fish timing requirement for this particular herbicide statewide and she concluded that this was an oversight and we can follow the fish timing window for Renovate, there are no timing restrictions.

The next step is to deliver a business and residential notice to all dwellings on the lake shoreline. This permit conditions allows residents to be aware of the treatment and any water use restrictions well before the application actually occurs. AquaTechnex team members delivered this notification the week of June 20th. We also will update our treatment web site and we did provide that address on the delivered notices.

**[LAKE STEVENS EURASIAN MILFOIL TREATMENT
RECOMMENDATIONS]**

June 17, 2011

The next step will be to receive the herbicide for this project. The City has offered to allow deliver to a city facility. We will schedule that to occur just prior to the treatment dates so as to minimize the time this material is present there.

The City has requested that we perform this application on the week of July 11th. Our plan would be to mobilize our teams to the lake on the 11th. We will perform the shoreline posting required by this treatment permit on the 11th (weather permitting) and be staged to begin the actual application on July 12th. We are assigning a number of vessels to this project with the objective of getting the treatment completed with minimal impact on lake users. It is expected that if conditions are good, that this application can be completed in 1-2 working days on the lake.

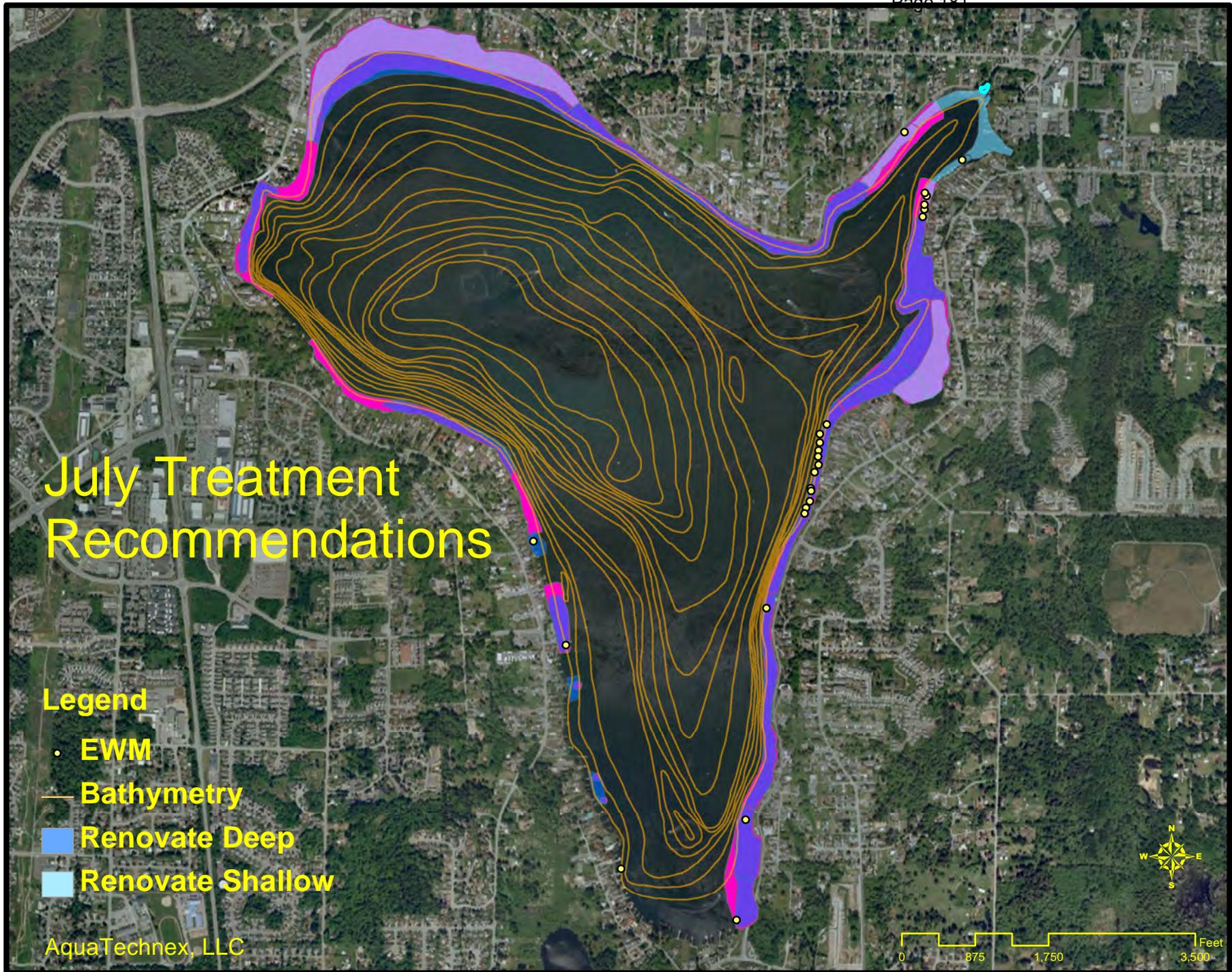
The IAVMP has a monitoring requirement as well. The plan proposed sampling beginning two weeks after completion of the applications. This herbicide will be released from the OTF pellets over a 24-48 hour window and absorbed by the target plants. Renovate then is broken down by the environment. In many cases it is below detection at two weeks. More importantly, there is an irrigation restriction, residents can't use lake water from treated areas until the herbicide levels are below a certain concentration. This information is important to those that water from the lake or have water rights. We would recommend sampling at four locations 48 hours post treatment. We will receive these results within 48 hours of that sampling event. Based on those results, we would then collect a second set of samples from those sites and follow that same procedure. As soon as levels drop below irrigation thresholds we would publish the all clear for irrigation on our web site. The cost for this per sampling event would be:

- \$300.00 for travel, collection of samples and overnight shipping to lab
- \$85.00 per sample for Triclopyr residue
- \$640.00 per sampling event would be the total cost

The levels of Triclopyr present should drop to no detect fairly rapidly. It is anticipated that following this sampling approach, within 3-4 sampling events we would reach this level.

A post treatment evaluation should be completed by our biologists and the areas of the lake not exhibiting densities requiring treatment early in the summer should be evaluated mid summer as well. It is important to document the efficacy of the applications performed within treatment areas. There may be areas that did not exhibit enough milfoil growth to target at the beginning of the summer that will expand to the point where treatment might be considered later in 2011 or in the 2012 efforts.

Any questions on this should be addressed to Terry McNabb. Thank you for your consideration.



Renovate Shallow Zone	Acres	Rate	Depth	Pounds OTF	Cost	Total
1	25.71	34	5.00	4,370.70	\$ 3.45	\$ 15,078.92
2	8.33	34	5.00	1,416.10	\$ 3.45	\$ 4,885.55
3	2.65	34	5.00	450.50	\$ 3.45	\$ 1,554.23
4	2.09	34	5.00	355.30	\$ 3.45	\$ 1,225.79
5	6.21	34	5.00	1,055.70	\$ 3.45	\$ 3,642.17
						\$ 26,386.64
Renovate Deep Zones						
1	15.54	34	8.00	4,226.88	\$ 3.45	\$ 14,582.74
2	12.61	34	8.00	3,429.92	\$ 3.45	\$ 11,833.22
3	18.35	34	8.00	4,991.20	\$ 3.45	\$ 17,219.64
4	5.92	54	8.00	2,557.44	\$ 3.45	\$ 8,823.17
5	7.75	54	8.00	3,348.00	\$ 3.45	\$ 11,550.60
6	7.64	41	8.00	2,505.92	\$ 3.45	\$ 8,645.42
7	2.69	54	8.00	1,162.08	\$ 3.45	\$ 4,009.18
8	4.45	54	8.00	1,922.40	\$ 3.45	\$ 6,632.28
9	3.08	41	8.00	1,010.24	\$ 3.45	\$ 3,485.33
10	0.011	34	8.00	2.99	\$ 3.45	\$ 10.32
11	1.06	54	8.00	457.92	\$ 3.45	\$ 1,579.82
12	0.81	54	8.00	349.92	\$ 3.45	\$ 1,207.22
13	1.12	54	8.00	483.84	\$ 3.45	\$ 1,669.25
						\$ 91,248.19
	126.021			34,097.05	Herbicide	\$ 117,634.83
					Notification	\$ 1,800.00
					Herbicide Log	\$ 3,500.00
					Application	\$ 19,500.00
					Subtotal	\$ 142,434.83

Specimen Label

Renovate® OTF

Aquatic Herbicide



Aquatic Sites: For control of emersed, submersed and floating aquatic weeds in the following aquatic sites: ponds; lakes; reservoirs; marshes; wetlands; impounded rivers, streams and other bodies of water that are quiescent; non-irrigation canals, seasonal irrigation waters and ditches which have little or no continuous outflow.

For use in New York State, comply with Section 24(c) Special Local Need labeling for Renovate® OTF, SLN NY-070004

Active Ingredient:

triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid,	
triethylamine salt	14.0%
Other Ingredients	86.0%
TOTAL	100.0%

Acid equivalent: triclopyr - 10.0%.

Keep Out of Reach of Children

CAUTION/PRECAUCIÓN

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

Precautionary Statements

Hazards to Humans and Domestic Animals

Causes moderate eye irritation. Avoid contact with eyes or clothing.

<p>USER SAFETY RECOMMENDATIONS</p> <p>Users should:</p> <ul style="list-style-type: none"> • Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. • Remove clothing immediately if pesticide gets inside, then wash thoroughly and put on clean clothing.
--

First Aid	
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 - 20 minutes. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.
<p>Have the product container or label with you when calling a poison control center or doctor, or going for treatment. In case of emergency endangering health or the environment involving this product, call INFOTRAC at 1-800-535-5053.</p>	

Notice: Read the entire label. Use only according to label directions. **Before using this product, read “Warranty Disclaimer”, “Inherent Risks of Use”, and “Limitation of Remedies” at end of label booklet. If terms are unacceptable, return at once unopened.**

If you wish to obtain additional product information, please visit our web site at www.sepro.com.

EPA Reg. No. 67690-42
 FPL 011808

Renovate is a registered trademark of Dow AgroSciences LLC.
 Manufactured by: **SePRO Corporation** 11550 North Meridian Street, Suite 600
 Carmel, IN 46032 U.S.A.

or until triclopyr residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less.

– **Irrigation Canals/Ditches:** Do not apply Renovate OTF to irrigation canals/ditches unless the 120 day restriction on irrigation water usage can be observed or triclopyr residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less.

– **There is no restriction on use of treated water to irrigate established grasses.**

- Do not apply Renovate OTF directly to, or otherwise permit it to come into direct contact with grapes, tobacco, vegetable crops, flowers, or other desirable broadleaf plants, and do not permit dust to drift into these areas.
- Do not apply to salt water bays or estuaries.
- Do not apply directly to un-impounded rivers or streams.
- Do not apply on ditches or canals currently being used to transport irrigation water or that will be used for irrigation within 120 days following treatment or until triclopyr residue levels are determined to be 1.0 ppb or less.
- Do not apply where runoff water may flow onto agricultural land as injury to crops may result.

Grazing and Haying Restrictions:

Except for lactating dairy animals, there are no grazing restrictions following application of this product.

- **Grazing Lactating Dairy Animals:** Do not allow lactating dairy animals to graze treated areas until the next growing season following application of this product.
- Do not harvest hay for 14 days after application.
- Grazed areas of non-cropland and forestry sites may be spot treated if they comprise no more than 10% of the total grazable area.

Slaughter Restrictions: During the season of application, withdraw livestock from grazing treated grass at least 3 days before slaughter.

BEST MANAGEMENT PRACTICES FOR DRIFT MANAGEMENT

Equipment used in the application of Renovate OTF should be carefully calibrated to be sure it is working properly and delivering a uniform distribution pattern. Aerial application should be made only when the wind velocity is 2 to 10 mph.

Applications should be made only when there is little or no hazard for volatility or dust drift, and when application can maintain Renovate OTF placement in the intended area. Very small quantities of dust, which may not be visible, may seriously injure susceptible plants, and Renovate OTF may be blown outside of the intended treatment area under extreme conditions. Do not spread Renovate OTF when wind is blowing toward susceptible crops or ornamental plants that are near enough to be injured.

Avoiding drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for drift. The applicator is responsible for considering all these factors when making decisions.

Ground Application Equipment: To aid in reducing drift, Renovate OTF should be applied when wind velocity is low (follow state regulations; see *Sensitive Area* under *Aerial Drift Reduction Advisory* below) or using a slurry injection system.

AERIAL DRIFT REDUCTION ADVISORY

This section is advisory in nature and does not supersede the mandatory label requirements.

Application Height: Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces drift potential.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by

ENVIRONMENTAL HAZARDS

Under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may cause fish suffocation. Therefore, to minimize this hazard **DO NOT** treat more than one-half (1/2) of the water area in a single operation *and* wait at least 10 days between treatments when susceptible plants are mature and have grown to the water's surface, or when the treatment would result in significant reductions in total plant biomass. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

AGRICULTURAL CHEMICAL: Do not ship or store with food, feeds, drugs or clothing.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all *Directions for Use* carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

General Information

When applying this product follow all applicable use directions, precautions and limitations.

For Aquatic and Wetland Sites: Use Renovate OTF Granular herbicide for control of emersed, submersed and floating aquatic weeds in the following aquatic sites: ponds; lakes; reservoirs; marshes; wetlands; impounded rivers, streams and other bodies of water that are quiescent; non-irrigation canals, seasonal irrigation waters and ditches which have little or no continuous outflow.

Obtain Required Permits: Consult with appropriate state or local water authorities before applying this product in and around public waters. State or local public agencies may require permits.

Recreational Use of Water in Treatment Area: There are no restrictions on use of water in the treatment area for recreational purposes, including swimming and fishing.

Livestock Use of Water from Treatment Area: There are no restrictions on livestock consumption of water from the treatment area.

GENERAL USE PRECAUTIONS AND RESTRICTIONS

Chemigation: Do not apply this product through any type of irrigation system.

Irrigation: Water treated with Renovate OTF may not be used for irrigation purposes for 120 days after application or until triclopyr residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less. This label describes both required and recommended uses of a chemical analysis for the active ingredient, triclopyr. SePRO Corporation recommends the use of an Enzyme-Linked Immunoassay (ELISA) test for the determination of the active ingredient concentration in water. Contact SePRO Corporation for the incorporation of this analysis in your treatment program. Other proven chemical analysis for the active ingredient may also be used. The ELISA analysis is referenced in this label as the preferred method for the rapid determination of the concentration of the active ingredient in the water.

– **Seasonal Irrigation Waters:** Renovate OTF may be applied during the off-season to surface waters that are used for irrigation on a seasonal basis, provided that there is a minimum of 120 days between Renovate OTF application and the first use of treated water for irrigation purposes

adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (e.g. higher wind).

Wind: Drift potential is lowest between wind speeds of 2 - 10 mph (follow state regulations). However, many factors, including equipment type, determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential.
Note: Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect drift.

Sensitive Areas: Renovate OTF should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

AQUATIC WEEDS CONTROLLED BY RENOVATE OTF

- | | |
|-----------------------------|---|
| alligatorweed | pennywort |
| American lotus | smartweed |
| bladderwort | water chestnut ^{†,††} |
| Eurasian watermilfoil | yellow water lily (<i>Nuphar spp.</i> , spatterdock) |
| milfoil species | white water lily (<i>Nymphaea spp.</i>) |
| parrotfeather ^{††} | water primrose (<i>Ludwigia spp.</i>) |
| pickerelweed | watershield (<i>Brasenia spp.</i>) |

[†] Not for use in California.
^{††}Retreatment may be needed to achieve desired level of control.

Application Methods

Surface Application
Use a mechanical spreader such as a fertilizer spreader or mechanical seeder, or similar equipment capable of uniformly applying Renovate OTF. Before spreading any product, carefully calibrate the application equipment. When using boats and power equipment, you must determine the proper combination of (1) boat speed, (2) rate of delivery from the spreader, and (3) width of swath covered by the granules.

Use the following formula to calibrate the spreader's delivery in pounds of Renovate OTF per minute:

$$\frac{\text{miles per hour} \times \text{swath width (feet)} \times \text{pounds per acre}}{495} = \text{pounds per minute}$$

Aerial Application (Helicopter Only)
Ensure uniform application. All equipment should be properly calibrated using blanks with similar physical characteristics to Renovate OTF. To avoid streaked, uneven or overlapped application, use an appropriate tracking device (e.g. GPS). Refer to the *Aerial Drift Reduction Advisory* section of this label for additional precautions and instructions for aerial application.

Floating and Emerged Weeds
For control of water lily's (*Nymphaea spp.* and *Nuphar spp.*), watershield (*Brasenia spp.*), and other susceptible emerged and floating herbaceous weeds, apply 1.0 to 2.5 ppm a.e. triclopyr per acre. Apply when plants are actively growing.

Use higher rates in the rate range when plants are mature, when the weed mass is dense, in areas of greater water exchange, or for difficult to control species. Repeat as necessary to control regrowth, but do not exceed a total of 2.5 ppm a.e. triclopyr for the treatment area per annual growing season.

Submersed Weeds
For control of Eurasian watermilfoil (*Myriophyllum spicatum*) and other susceptible submersed weeds in ponds, lakes, reservoirs, impounded rivers, streams, and other bodies of water that are quiescent; non-irrigation canals, and seasonal irrigation waters, or ditches that have little or no continuous outflow, apply Renovate OTF using mechanical or portable granule spreading equipment. Rates should be selected according to the rate chart below to provide a triclopyr concentration of 0.50 to 2.5 ppm a.e. in treated water. Use of higher rates in the rate range is recommended in areas of greater water exchange. These areas may require a repeat application. However, total application

of Renovate OTF must not exceed an application rate of 2.5 ppm a.e. triclopyr for the treatment area per annual growing season.

For optimal control, apply when Eurasian watermilfoil or other submersed weeds are actively growing.

Concentration of Triclopyr Acid in Water (ppm a.e.)						
Avg. Water Depth (ft)	Pounds Renovate OTF / acre					
	0.5 ppm	0.75 ppm	1.0 ppm	1.5 ppm	2.0 ppm	2.5 ppm
1	14	20	27	41	54	67
2	27	41	54	81	108	135
3	41	61	81	122	162	202
4	54	81	108	162	216	270

For applications greater in depth than 4 feet, when targeting difficult to control species and/or in sites with high dilution potential, the following formula should be used to calculate applications rates should greater than 270 pounds of Renovate OTF be needed to achieve desired weed control.
NOTE: Do not exceed 2.5 ppm a.e. triclopyr for the treatment area per annual growing season.

average depth x target ppm x 27 = pounds of Renovate OTF per acre

Example Calculation:
6 foot average depth x 2.5 ppm x 27 = 405 pounds of Renovate OTF per acre

SMALL SITE (LESS THAN 1/2 ACRE) / SPOT TREATMENT APPLICATION
For small treatment sites of 1/2 acre or less use the rate chart below to determine the application rate depending on average water depth to achieve a concentration of 1.25 to 2.5 ppm a.e. **Do not exceed 2.5 ppm a.e. triclopyr** for the treatment area per annual growing season. Use higher rates in small treatment areas and in areas prone to higher dilution and for heavy weed infestation. Use the lower rates for spot treatment application of areas less prone to dilution and lighter weed infestations. For best results, split the total application rate into three equal applications 8 to 12 hours apart. Apply when water is calm.

Example: A 100 ft. by 40 ft. lakeshore swimming area with a 4 ft. average depth, heavily infested with Eurasian watermilfoil

- Step 1: Determine the area to be treated in square feet (ft²) by multiplying the length of the area by the width.
– 100 ft. x 40 ft. = 4,000 ft²
- Step 2: Determine the amount of Renovate OTF to be used by consulting the Renovate OTF Rate Chart for Areas Less than 1/2 Acre.
– Use 24.7 lbs. of Renovate OTF total based on 4 foot average depth in Rate Chart below.
- Step 3: Apply Renovate OTF uniformly over weeds in treatment site in three equal applications of 8.2 lbs. each, 8 - 12 hours apart.

Renovate OTF Rate Chart for Areas Less than 1/2 Acre

Area (ft ²)	Pounds Renovate OTF			
	3 foot average depth		4 foot average depth	
	1.25 ppm a.e.	2.5 ppm a.e.	1.25 ppm a.e.	2.5 ppm a.e.
500	1.2	2.3	1.5	3.0
1,000	2.3	4.6	3.1	6.1
4,000	9.3	18.6	12.4	24.7
10,000	23.2	46.5	31.0	61.9
20,000	46.5	93.0	62.0	123.9

For applications with an area or depth not included in the above chart, the following formula should be used to calculate application rates.

area (ft²)/43,560 x average depth x target ppm x 27 = pounds of Renovate OTF

Example Calculation:

8,250 ft²/43,560 x 4 foot average depth x 1.25 ppm x 27 = 25.6 pounds of Renovate OTF

Small treatment application of Renovate OTF is recommended with waterproof gloves or a hand spreader to uniformly distribute flakes on target weeds.

Precautions for Potable Water Intakes:

For applications of Renovate OTF to control floating, emersed, and submersed weeds in sites that contain a functioning potable water intake for human consumption, see the chart below to determine the minimum setback distances of the application from the functioning potable water intakes.

Concentration of Triclopyr Acid in Water (ppm a.e.)					
Area Treated (acres)	Required Setback Distance (ft) from Potable Water Intake				
	0.75 ppm	1.0 ppm	1.5 ppm	2.0 ppm	2.5 ppm
< 4	300	400	600	800	1000
> 4 - 8	420	560	840	1120	1400
> 8 - 16	600	800	1200	1600	2000
> 16 - 32	780	1040	1560	2080	2600
> 32 acres, calculate a setback using the formula for the appropriate rate	Setback (ft) = $\frac{(800 \cdot \ln(\text{acres}) - 160)}{/3.33}$	Setback (ft) = $\frac{(800 \cdot \ln(\text{acres}) - 160)}{/2.50}$	Setback (ft) = $\frac{(800 \cdot \ln(\text{acres}) - 160)}{/1.67}$	Setback (ft) = $\frac{(800 \cdot \ln(\text{acres}) - 160)}{/1.25}$	Setback (ft) = $\frac{(800 \cdot \ln(\text{acres}) - 160)}{}$

Note: ln = natural logarithm

Example Calculation 1:

to apply 2.5 ppm Renovate OTF to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= (800 \times \ln(50 \text{ acres}) - 160) \\ &= (800 \times 3.912) - 160 \\ &= 2970 \text{ feet} \end{aligned}$$

Example Calculation 2:

to apply 0.75 ppm Renovate OTF to 50 acres:

$$\begin{aligned} \text{Setback in feet} &= \frac{(800 \times \ln(50 \text{ acres}) - 160)}{3.33} \\ &= \frac{(800 \times 3.912) - 160}{3.33} \\ &= 892 \text{ feet} \end{aligned}$$

Note: Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes.

To apply Renovate OTF around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

WETLAND SITES

Wetlands include flood plains, deltas, marshes, swamps, bogs, and transitional areas between upland and lowland sites. Wetlands may occur within forests, wildlife habitat restoration and management areas and similar sites as well as areas adjacent to or surrounding domestic water supply reservoirs, lakes and ponds.

For control of emersed, floating or submersed aquatic weeds in wetland sites, follow use directions and application methods associated with the *Floating and Emersed Weeds* or *Submersed Weeds* sections on this label.

Use Precautions

Minimize unintentional application to open water when treating target vegetation in wetland sites. **Note:** Consult local public water control authorities before applying this product in and around public water. Permits may be required to treat such areas.

IF ANY CONTENT ON THIS LABEL IS NOT UNDERSTOOD, OR YOU NEED FURTHER ASSISTANCE, CONTACT A SEPRO AQUATIC SPECIALIST WITH QUESTIONS SPECIFIC TO YOUR APPLICATION.

Terms and Conditions of Use

If terms of the following *Warranty Disclaimer*, *Inherent Risks of Use*, and *Limitation of Remedies* are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under *Warranty Disclaimer*, *Inherent Risks of Use* and *Limitations of Remedies*.

Warranty Disclaimer

SePRO Corporation warrants that the product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. SEPRO CORPORATION MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Plant injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of SePRO Corporation as the seller. To the extent permitted by applicable law all such risks shall be assumed by buyer.

Limitation of Remedies

To the fullest extent permitted by law, SePRO Corporation shall not be liable for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories) shall be limited to, at SePRO Corporation's election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

SePRO Corporation shall not be liable for losses or damages resulting from handling or use of this product unless SePRO Corporation is promptly notified of such losses or damages in writing. In no case shall SePRO Corporation be liable for consequential or incidental damages or losses.

The terms of the *Warranty Disclaimer* above and this *Limitation of Remedies* cannot be varied by any written or verbal statements or agreements. No employee or sales agent of SePRO Corporation or the seller is authorized to vary or exceed the terms of the *Warranty Disclaimer* or *Limitations of Remedies* in any manner.

Storage and Disposal

Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Do not contaminate water, food, or feed by storage and disposal. Open dumping is prohibited.

Pesticide Storage: Store in original container. Do not store near food or feed. In case of leak or spill, contain material and dispose as waste.

Pesticide Disposal: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

Container Disposal (Plastic Bags): Completely empty bag into application equipment. Then dispose of empty bag in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

General: Consult federal, state, or local disposal authorities for approved alternative procedures.

ATTACHMENT B

BUDGET STATUS

Eurasian Milfoil Treatment

Project Budget Status Report

Revision: 15-Jun-11

Overview of Project Phases

Phase		RFP*	Actual*
I	Development of Application Strategy	\$ 11,500.00	\$ 11,500.00
II	Implementation of Strategy Plan	\$ 209,587.50	\$ 142,434.83
III	Follow Up Testing	\$ 5,100.00	\$ 5,100.00
IV	Post Diver Survey	\$ 4,500.00	\$ 4,500.00
V	Development of Post Treatment Strategy Plan	\$ 2,500.00	\$ 2,500.00
	WSST (8.6%) applied to Phase II, III, IV, V	\$ 19,065.13	\$ 13,290.00
	TOTAL Project Cost	\$ 252,252.63	\$ 179,324.83
	Approved 2011 Budget (DOE: \$75,000; SC \$20k?)	\$ 185,000.00	\$ 185,000.00
	Balance of Budget after Project	\$ 67,252.63	\$ (5,675.17)

NOTE

* Costs budget based on Initial Management Plan

** Cost of Implementation of Strategy Plan based on actual field data collection and preparation of an updated management plan.

Original Contract Amount (Phase I)	\$ 11,500.00
Amendment No. 1 (Phase II, III, IV, V)	\$ 167,824.83
Total Contract	\$ 179,324.83

PROPOSED SCHEDULE

<i>News Release</i>	22-Jun-11
Posting on City's Web Site	22-Jun-11
Contract Signed by AquaTechnex	23-Jun-11
Council Authorization	27-Jun-11
Contract signed by Attorney	28-Jun-11
Contract signed by Mayor	29-Jun-11
Execution of Contract	29-Jun-11
<i>Article in Journal and Herald</i>	29-Jun-11
Notice to Proceed	30-Jun-11
Dock Posting	11-Jul-11
Application of Treatment	12-Jul-11



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 27 June 2011

Subject: Authorize to Purchase a Replacement for the City's Existing Floating Dock

Contact Mick Monken **Budget Impact:** \$24,200
Person/Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the purchase of a replacement floating dock from AccuDock System for a total budget not to exceed \$24,200.**

SUMMARY/BACKGROUND: The City has two floating docks located at the City's boat launch area. The most northern one is used nearly daily by rowers (Sculls) and small non-power water crafts. This floating dock is a wood structure with unprotected Styrofoam floats. In the past few years, the dock has deteriorated to a level that is beyond repair. This year the City received a HPA approval from the Department of Fish and Wildlife (DFW) to perform a resurfacing of the floating dock to help keep the docks safe while the City developed a replacement plan. This was a limited permit and the City is required to remove the existing dock by the end of this year.

The City has explored replacement alternatives that would meet the requirements for the current usages (primarily rowing activities), high durability, environmentally friendly, and have a low maintenance cost. The City reviewed multiple options and developed a request for quotes. Because of the special needs of rowing dock and to comply with the requirements of DFW, only three responded. An analysis was performed of these three options along with a fourth developed by the City. The analysis, included in Exhibit A, was a low level review that considered costs and basis benefits. The cost ranged from \$27.95 to \$36.57 per square foot. The lowest cost dock, AccuDock system, was considered to be the best value for meeting the needs of the floating dock. This dock is designed for low profile uses, has a low slip surface, and is low maintenance.

A permit had been applied for through the DFW and a verbal approval had been provided for the recommended dock replacement. This was based on the new dock being a replacement of an existing public facility. Once a replacement dock has been authorized for purchased, DFW will be notified of this action and will seek a final approval from them for the replacement to proceed.

Funding will come from General Fund Reserves and a \$6,000 contribution from the Lake Stevens Rowing Club.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$24,200 total budget which includes \$18,200 from General Fund Reserves and \$6,000 from a contribution from the Lake Stevens Rowing Club.

ATTACHMENTS:

- ▶ Exhibit A: **Float Dock Analysis**
- ▶ Exhibit B: **Contribution Commitment E-mail (Jon Brady)**
- ▶ Exhibit C: **AccuDock Layout**



EXHIBIT A

MEMORANDUM

To: Jan Berg, City Administrator
From: Mick Monken, Public Works Director/City Engineer
Date: 23 May 2011
Subject: **Float Dock Analysis - Revised**

This memo has been prepared to document information on some alternatives for the replacement of the existing plywood surfaced floating dock.

I have been in contact with the Department of Fish and Wildlife and had received a verbal approval to replace the dock with a similar type dock. This means that the replacement docking can match the existing in size and character.

The vendors contacted were identified through internet base searches. Each vendor was provided a drawing of the existing dock and requested to provide a quote on a dock that could provide a “rowing” type floating dock (5” to 8” free board). A total of 8 vendors were contacted with only 3 providing a quote. Below is the information obtained and a brief analysis of each dock type.

- **Jet Dock** – a modular system made up of air filled plastic cubes (20” x 20”). The cubes are interlocked and a cap is placed over the connection to provide a solid surface area.

Estimated Cost (90’x8’4’)	\$24,303
SF Cost	\$32.40

Pro

- Changeable design
- Replaceable units
- Low slip surface
- Low corrosion

Con

- Can fill with water if leak



- Caps on connectors can be removed
- No-rigid surface between cubes

- **AccuDock** – a modular system made up of foam filled plastic deck panels (4' x 8'). The panels interlocked from the top and can be hinges at any panel section. The surface is rigid non-slip.

Estimated Cost (90'x8') **\$20,124**
SF Cost **\$27.95**

Pro

- Changeable design
- High vandal resistance
- Low slip surface
- Low corrosion
- Rigid decking surface
- Designed for rowing

Con

- Can fill with water if leak
- Caps on connectors can be removed
- No-rigid surface between cubes



- **Sullivan Flotation Systems** – a 6” wood frame dock with 1 x 6 inch wood decking and encased foam core floats. Braced with steel cross with galvanized at all jingers and pile locations.

Estimated Cost (90'x8') **\$23,550**
SF Cost **\$32.71**

Pro

- Ridge decking
- Designed for rowing

Con

- High maintenance
- High susceptibility to vandalism
- Can have slippery deck

- **City Design Wood Dock** – a 10” wood frame dock with 25% light passage plastic decking and encased foam core floats. Joints are galvanized.

Estimated Cost (90’x8’)	\$26,328
SF Cost	\$36.57

Pro

- Ridge decking
- Non-slip surface
- Allows limited light to pass through

Con

- High maintenance
- Approximately 30 feet of dock may rest on lake bottom during lower lake levels
- Labor needed for construction

Recommendation: The recommendation is the AccuDock product. This is based on the dock system being especially designed for rowing/kayak/canoe usage with a low slip surface, encased floatation devices, and that the system offers a high resistance to vandalism. The AccuDock comes in panel sections that can easily be handled by two adults for removal and replacement if necessary. It is estimated that of the docks reviewed in this analysis, the AccuDock would have the lowest annual maintenance cost and has the lowest purchase cost.

The costs shown in this memorandum were based on requested quotes. If the City proceeds with seeking bids, it is suggested that a budget be set as the base quote price plus a 20% contingency. The contingency would be used for unexpected costs and to cover hardware needed for the installation. With the AccuDock, the budget with the 20% included would be \$24,200.

ATTACHMENT A

**Floating Dock Cost Estimate
 City Design**

Assumptions:

- Dock is built in sections 8 feet wide by 16 feet long
- Total dock length is 90 feet
- Dock frame will be treated lumber
- Decking will be "Thru Flow" type grating
- Dead load is 15 lb/sf
- Live load is 30 lb/sf
- Buoyancy will be provided by Styrofoam billets
- Design is with a 40% submerged with only dead loading

Calculation of dead load

$8 \text{ ft} \times 20 \text{ ft} \times 15 \text{ lb/sf} = 2,400 \text{ lb}$

Calculation of live load

$8 \text{ ft} \times 20 \text{ ft} \times 30 \text{ lb/sf} = 4,800 \text{ lb}$

Estimate billet needed - using table 1

Dead load at 40% submergence = $2,400 \text{ lb} / 290 \text{ lb} = 8$ (max allowed)

Live load available at 100% submergence = $8 \times 730 \text{ lb} = 5,840 \text{ lb} > 4,800 \text{ lb}$

Table 1. Buoyant Force of One Buoyancy Billet at Four Depths of Submergence

		40% Submergence		50% Submergence		60% Submergence		100% Submergence	
STYROFOAM* brand Buoyancy Billets		Free-board ¹ (in.)	Buoyant Force ² (lb)	Free-board ¹ (in.)	Buoyant Force ² (lb)	Free-board ¹ (in.)	Buoyant Force ² (lb)	Free-board ¹ (in.)	Buoyant Force ² (lb)
Size	Cu. Ft.								
7" x 20" x 8'	7.78	4.2	170	3.5	215	2.8	255	0	430
10" x 20" x 8'	11.11	6	245	5	305	4	365	0	610
10" x 24" x 8'	13.33	6	290	5	365	4	440	0	730

Determine bearing area required to transfer the structure's weight to the billets

Using table 2 and average inland lakes

Design Factor used = 0.32

Total load bearing area = 2,400 lf (DL) x 0.32 = 768 sq inches

Each billet load bearing area = 768 sq in / 8 = 96 sq inches

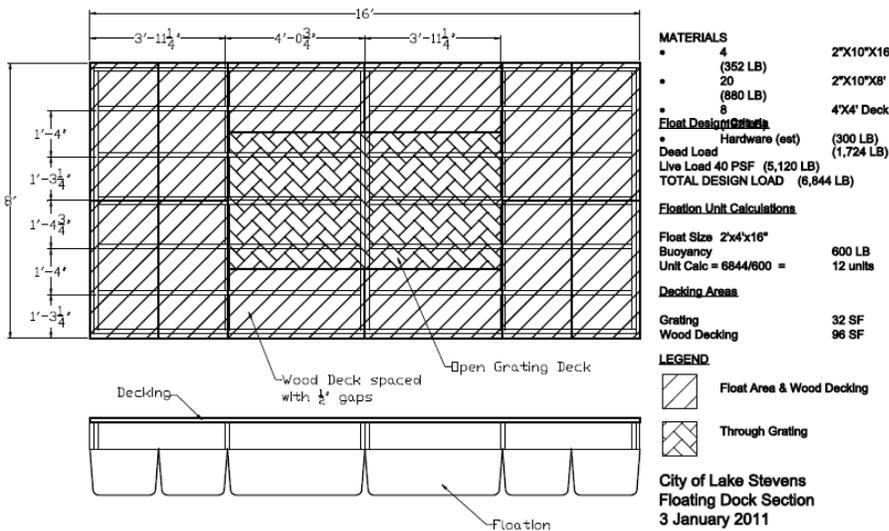
Table 2. Design Factors

Location of Floating Structure	Design Factor
Sheltered Waters	0.24
Average Inland Lakes	0.32
Large Waters	0.40

Estimated Material Cost (labor assumed to be volunteer)

Billets	12 x \$180 =	\$2,160
Lumber (framing)	224 bf x \$2	\$448
Decking	(16 lf x 8 lf) x \$10	\$1,280
Hardware		\$500
Total per 8 ft x 16 ft section		\$4,388

Estimated Material Cost for 96 foot dock = \$4,388 x 6 **\$26,328**
 (Does not include labor. Shipping and taxes estimated in unit prices)



ATTACHMENT B

From: Jon Brady [mailto:jon_s_brady@yahoo.com]
Sent: Wednesday, June 22, 2011 12:11 PM
To: Mick Monken
Cc: Jan Berg; Becky Ableman; LSRC Board
Subject: Re: Floating Dock Replacement

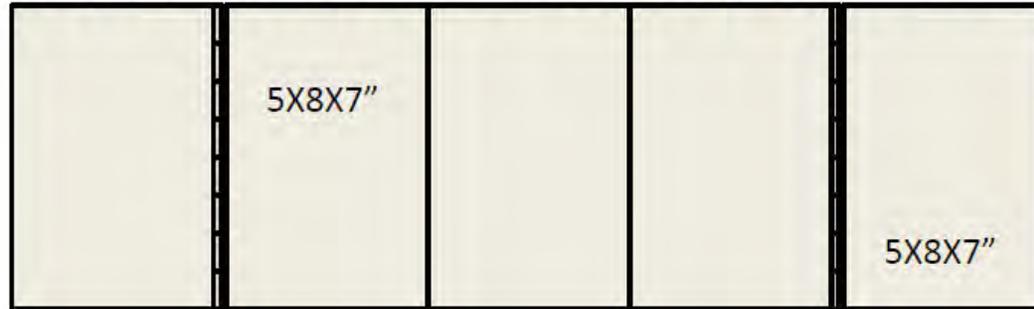
Mick,

Bob and I are unable to make it today. Bob and I would still like to talk with you all about a number of issues that affect the future of organized rowing on Lake Stevens but that will have to wait for another occasion. At this time Lake Stevens Rowing Club is prepared to commit to \$6000 towards the purchase cost of the new AccuDock per the previously attached report's recommendation..

Regards,
Jon
Jon Brady
Tel: 425 335 5948
Mob: 425 350 1127

EXHIBIT C

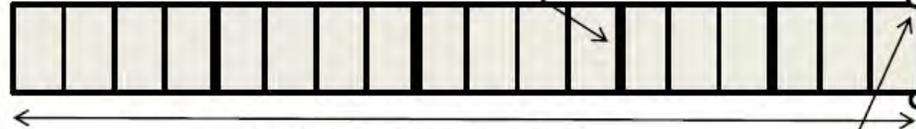
LAKE STEVENS ROWING DOCK



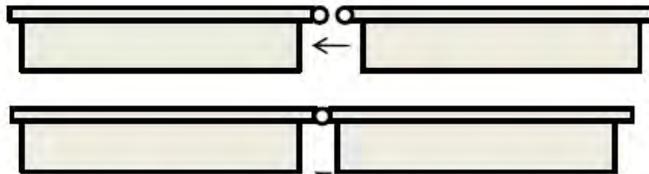
Waters-end anchored

HINGE

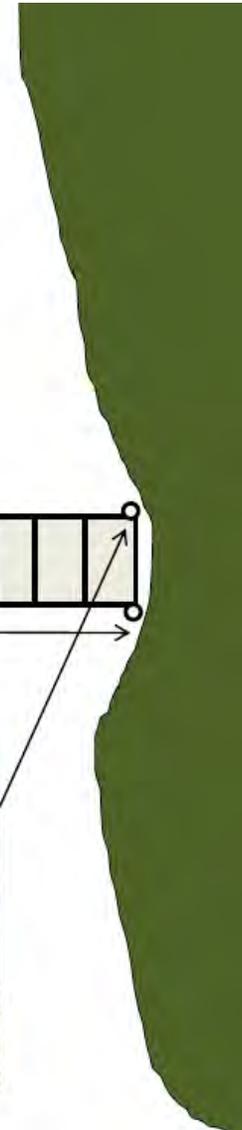
8'



91' (90' of rowing dock
and 4 hinges = 91' total)



Hinge requires 3" gap between float frames – but no gap on walking surface





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 27, 2011

Subject: 2011 Aquafest Request to Serve Beer & Wine in VIP Booth July 30th 5 pm to 10 pm

Contact Person: Rebecca Ableman

Budget Impact: None

Department: Planning and Community Development Director

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Aquafest Committee's request to serve Beer and Wine in the VIP Booth during the 2011 Aquafest Celebration, July 30th from 5:00pm - 10:00pm (**Attachment 1**).

SUMMARY/BACKGROUND: On April 14, 2011, the Aquafest Committee submitted the permit application, EVNT2011-12, to include serving Beer and Wine in the VIP Booth located in North Cove Park (**Attachment 2**).

The Aquafest Committee is proposing that Beer and Wine be served in the VIP Booth on July 30th from 5:00 pm to 10:00 pm to invited guests only (Note that hours are increased from 2010 which were 6:00pm-9:00pm). This proposal will have to meet the Washington State Liquor Control Board guidelines and requirements for a Banquet Permit.

If Council approves the request the applicant will be required to provide a Certificate of Liability Insurance and endorsement, specifically addressing the service of Wine and Beer and naming the City of Lake Stevens as an additional insured and an approved Washington State Liquor Control Board Banquet Permit.

APPLICABLE CITY POLICIES: Title 10.03.150 states, *the City Council may permit the sale and consumption of alcoholic beverages within a confined licensed area pursuant to an event permit issued by the City and a permit issued by the Washington State Liquor Control Board. Any application to the City Council for such a permit shall include a site plan identifying the specific areas to be licensed. In granting such a permit, the Council may apply restriction reasonably calculated to comply with the purpose of the Public/Semi-Public Zone as set forth in the Lake Stevens Land Use Ordinance.*

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ **Attachment 1:** Aquafest Permit – VIP Tent Serving Beer and Wine in North Cove Park Page 4
- ▶ **Attachment 2:** Site Map

- ii. Time in operation: Saturday, July 30, 8:30-11am

C. Beverage & Eatery Pavilion

- i. Located northwest of 18th St. /125th Avenue Intersection (behind Buzz Inn Steakhouse).

Note: An application will be submitted to the State Liquor Control Board. The Pavilion will have a separate entrance and exit. There will be no advertising visible from outside the Pavilion. The Pavilion will include food, beer, wine, wine coolers, pop, music and dancing. There will be 16 sanitation cans placed inside the perimeter. Beverage & Liquor License to be provided by the Lake Stevens Kiwanis Club. (See Exhibit 7)

- ii. Time in operation: Thursday, July 28, 5:00-10:30pm; Friday, July 29, 3:00pm-12:00am; Saturday, July 30, 11:00am-12:00am, Sunday, July 31, 11:00am-7:00pm
Note: Fri & Sat will stop serving at 11:00pm and be closed by 12:00am

D. Bite of Lake Stevens (Food Concession Booths)

- i. Located in the parking lot between the Senior Center and Library and also along 18th from Main St. to 125th.
- ii. Time in operation: Friday, July 29, 12-11pm; Saturday, July 30, 10am-11pm; Sunday, July 31, 10am-5pm

E. Carnival (See Exhibit 1c)

- i. Located in the Baptist Church parking lot (behind and beside the church) on Main Street and the Boat Launch parking lot.
- ii. Arrival Time: Will arrive in town the morning of Tuesday, July 26
- iii. Time in operation: Thursday, July 28, 4-11pm; Friday, July 29, 12-12am; Saturday, July 30, 10am-12am; Sunday, July 31, 10am-5pm
- iv. Kiddy Carnival located at the Boys & Girls Club parking lot and will operate during normal festival operating hours (See Exhibit 1c)

F. Entertainment (See Exhibit 8)

- i. North Cove Stage located in Cove Park
- ii. Beverage & Eatery Pavilion (Family Stage 12:00-5:00 p.m.)
- iii. V.I.P. Tent located in North Cove Park –Saturday, July 30, 5:00-11:00 p.m. (alcohol served)
- iv. Entertainment Times: Friday, July 29, 12-11pm; Saturday, July 30, 10am-11pm; Sunday, July 31, 7am-6pm

G. Fireworks

- i. Located on the lake (on barge) in the North Cove
- ii. Display time: Saturday, July 30, 10-10:30pm

H. Quadrathon

- i. Consists of swim, bike, run and human-powered watercraft. Bike, run and watercraft begin and end at the Boat Launch. Swim starts at City Beach and continues to Boat Launch. (See Exhibit 5)
- ii. Display time: Sunday, July 26, 10am-1:30pm

ATTACHMENT 2



Map Exhibit 11
VIP Tent Location
North Cove Park
Liquor license to be provided



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: June 27, 2011

Subject: Economic Development Strategy – Fiscal Impacts and Action Plan Review

Contact Person/	Jan Berg,	Budget Impact:	None
Department:	City Administrator Rebecca Ableman, Planning & Community Development Director		

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:

For Council review.

SUMMARY/BACKGROUND:

Council commissioned Leland Consulting Group to complete an Economic Development Strategy (EDS) last year. Council previously received the Economic Assessment and the Retail Forecast and Leakage Analysis. These two documents provided the current community conditions as it relates to Economic Development.

The strategy guided the Council's effort and focus this year towards the Subarea Planning currently budgeted and in progress. The Fiscal Impact Analysis (Attachment 1) and the Action Plan (Attachment 2) are the final documents of the EDS plan and provide a more detailed framework for securing the City's fiscal stability into the future.

Fiscal Impact Analysis-This report focuses on the City's current revenue and expense forecast under a no action scenario and the potential under redevelopment scenarios for the 4 growth centers based on the City's vision and analysis of real estate market conditions. The forecast period analyzed a twenty year span from 2010 to 2030. Tables 1 through 3 on page 7 provide the specific growth numbers for retail, office, and residential in each of the areas and have been used in conjunction with the public visioning comments (Attachment 3) to establish the draft subarea plans and planned action land use alternatives Lake Stevens Center and the 20th Street SE Corridor that will be introduced next month. And finally, the analysis describes the potential revenue that could be generated through sales tax and property tax given the realization of the redevelopment scenarios.

Action Plan-This document identifies specific actions the City could take to forward the strategy and provides a recommended time frame of short (1-2 years), medium (3-5 years), and long (5+ years) for a few of the actions (Note that Council did see an earlier draft of this plan). Some of these actions have been completed or are already in progress. This plan is intended to be static and included suggestions that should be evaluated periodically as well as establishing time frames for other actions. Staff will review action plan progress with Council at the meeting.

APPLICABLE CITY POLICIES:

The Economic Development Strategy supports the City's long-term fiscal health and will create the ability to implement public programs and services for its citizens in the future.

BUDGET IMPACT:

No specific budget impact at this time.

ATTACHMENTS:

Attachment 1 – Fiscal Impact Analysis
Attachment 2 – Economic Development Strategy Action Plan
Attachment 3 – Subarea Plan Visioning Comments from the Public

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Fiscal Impacts of Economic Development Lake Stevens Economic Development Strategy

Date 6 January 2011
To Jan Berg and Becky Abelman, City of Lake Stevens
From Leland Consulting Group
CC Mark Hinshaw, LMN Architects
Project No. 5066

The City of Lake Stevens' Economic Development Strategy envisions the potential for significant redevelopment within the City's three key economic development focus areas: Downtown, Frontier Village, 20th Street SE Corridor, and the Hartford industrial area. This redevelopment is expected to include new retail, employment, housing, public, and other uses.

This memorandum is one component of the City's Economic Development Strategy and addresses the fiscal impacts of potential redevelopment—in particular, potential property and sales tax revenue implications, which are expected to have the greatest fiscal impact. The City expenditures associated with redevelopment are not evaluated here. In addition, the City's current and projected fiscal outlook is summarized in order to provide context for the fiscal impacts.

People Places Prosperity

Revitalizing Downtowns
Creating Partnerships
Targeting Real Estate Success
Shaping Financial Strategies
Strengthening Community
Enabling Sustainability & Livability
Making Cities Work

Fiscal Context

Cities across the country are facing tremendous fiscal challenges as they weather the nation's ongoing economic storm. Cities and other governmental agencies have suffered from plateauing or falling revenue from nearly all their traditional revenue sources, including property, sales, and business taxes, fees and licenses, intergovernmental transfers, and other sources. Most expenses, meanwhile, have not decreased at a comparable rate.

According to the Association of Washington Cities' 2009 report *State of the Cities*, the fiscal situation within the state's cities is "an unsustainable tug-of-war," in which, "city revenues don't keep pace with expenditures. Since the early part of this decade, important revenue sources such as the property tax and the motor vehicle excise tax were capped or eliminated. Coupled with increases in expenditures, many cities have struggled with basic service delivery."

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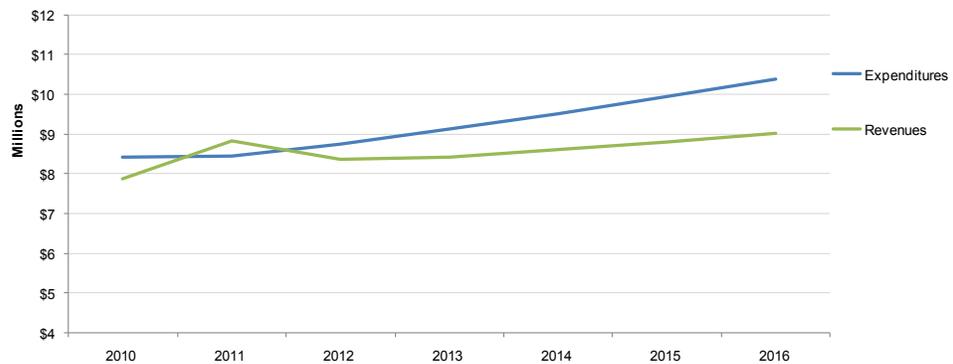
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In both the near and long term, the City of Lake Stevens is facing challenges and deficits that will confront many cities across the state and country (see Figure 1 below). One of the key, long-term structural challenges facing Lake Stevens and Washington's other cities is the state's statutory 1 percent property tax revenue limitation (there are some exceptions to this limit, which are outlined below). Assuming future inflation rates are consistent with past rates of approximately 3 percent, this results in an effective, inflation-adjusted decrease in property tax receipts of 2 percent per year, or a 66 percent reduction of revenue from this critical source.

Figure 1 shows the City's current general fund seven-year fiscal forecast, with an approximately \$500,000 gap between revenues and expenditures in 2010, growing to a \$1.37 million deficit in 2016. (This figure shows revenues and expenditures, but not the fund balance carried over from previous years. In 2011, the City is expected to have a beginning fund balance of approximately \$850,000 carried over from 2010. In the short term, this balance will allow the City to sustain services when expenditures are greater than revenues.) As a starting point, the City is exploring how redevelopment can add approximately one million dollars of annual revenue, or approximately 11 percent, to the general fund.

Figure 1. Lake Stevens General Fund Revenue and Expense Forecast



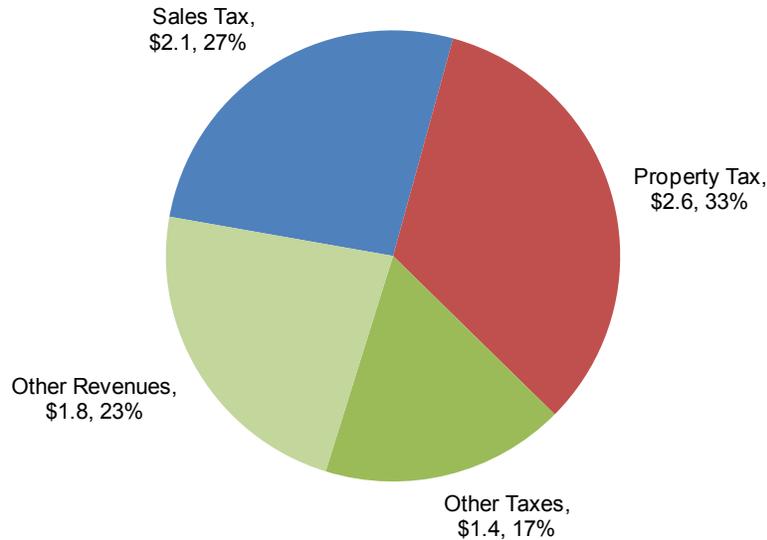
Source: City of Lake Stevens, Leland Consulting Group.

Figure 2 following shows the City's two most important revenue sources—property and sales taxes—in the context of the City's entire General Fund revenues (approximately \$7.9 million in 2010). Combined, sales and property taxes make up nearly 60 percent of the City's general fund budget. Other taxes account for under a fifth of general fund revenues. The final quarter is made up of nearly 60 other revenue types, including a variety of fees, permits, service charges, fines, and intergovernmental transfers, each accounting for a very small part of the total general fund revenues.

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Figure 2. Lake Stevens' 2010 General Fund Revenue Sources (\$ millions)



Source: City of Lake Stevens, Leland Consulting Group.

There are several basic strategies that the City can use to address its long term projected deficits:

- **Sales Tax.** Of the City's existing revenue sources, sales tax clearly has the most promise to help the City's over the long term, since it generally grows at approximately the rate of inflation, and the City has the opportunity to attract more retail development.
- **Property Tax.** While the annual growth of the City's "regular levy" is generally capped at 1 percent per year, there are a number of critical exceptions. Revenues generated by new construction, annexations, and state-assessed utility properties are exempted from the one percent lid. In addition, there are two ways in which the City's levy rate can essentially be increased: the "levy lid lift" and "special" levies. Both have the potential to effectively increase the City's tax rate, but must be approved by voters (by a 50 and 60 percent vote, respectively).¹
- **Add new revenue sources.** Potential new sources include the Real Estate Excise Tax (REET), Business and Occupation (B & O) Tax applied to businesses rather than utilities, transportation or other impact fees, other fees such as street maintenance or park usage fees, or "enhanced service" fees, for example, for increased police supervision at high activity commercial areas.
- **Limit/contain growth in expenditures.** Containing the growth of a City's expenses on infrastructure and services is difficult, particularly considering inflation. However, some approaches that can be considered include rigorously prioritizing projects and programs; "rightsizing" public works standards so that projects (particularly roads) are not overbuilt; outsourcing or partnering to provide some functions, with issue-specific governmental agencies, community groups, or the private sector (aka public-private partnerships); attaching fees to costly services in order to manage demand; and cutting projects and programs.

¹ A Revenue Guide for Washington Cities and Towns, Municipal Research and Services Center, 2009.

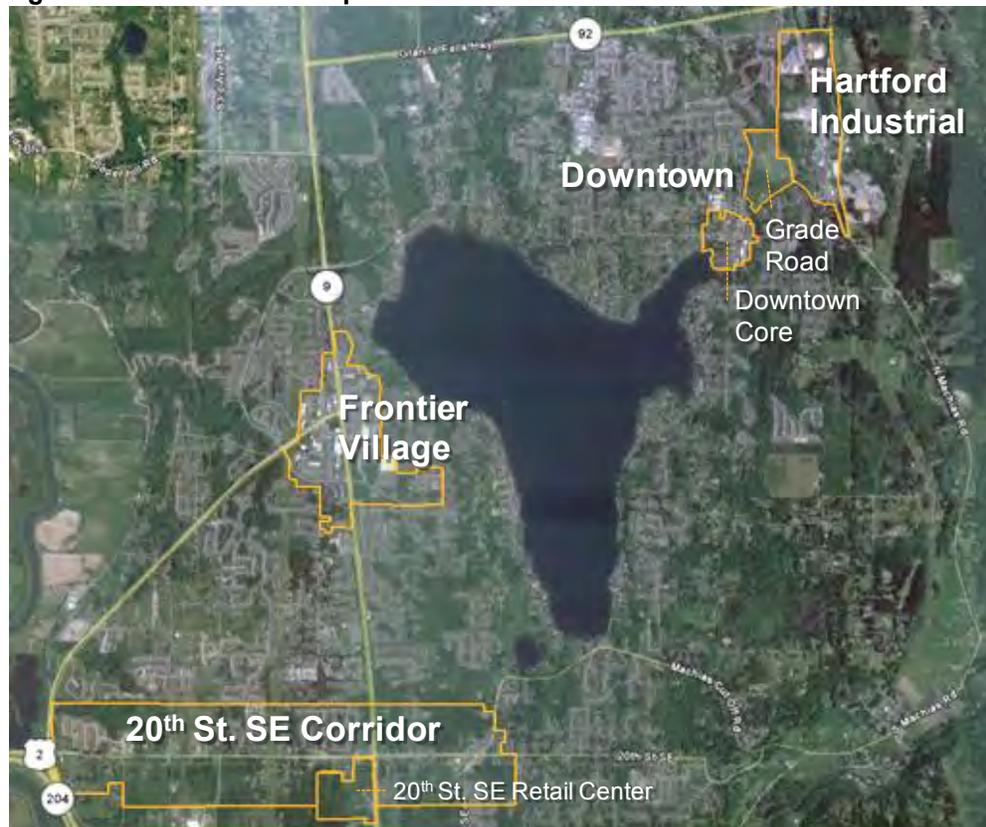
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Redevelopment Areas

As one element of the City's Economic Development Strategy, Leland Consulting Group worked with LMN Architects and the City to create a series of redevelopment forecasts for each of the four economic development focus areas, shown in Figure 3 below. In addition, both the Downtown and the 20th St. SE Corridor areas contain sub-areas that reflect the distinct character of their component parts. These are the downtown core, grade road campus, and other downtown; and 20th St. SE retail center, respectively. The "other downtown" sub-area is not shown below because it is an inexact area around the downtown core in which some incremental redevelopment is expected to occur.

Figure 3. Economic Development Focus Areas and Sub-Areas



Source: City of Lake Stevens, Leland Consulting Group.

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Redevelopment Scenarios

A “redevelopment scenario” for each of the four economic development focus areas is described below. These scenarios are consistent with both the City’s vision, and Leland Consulting Group’s analysis of real estate market conditions. However, they are also aspirational—in other words, considerable effort on the part of the City, and good partnerships with high-quality private-sector development partners will be necessary in order to realize the complete scenario. The public sector actions necessary to realize the visions are outlined in Leland Consulting Group’s Action Plan memorandum.



Downtown fulfills its potential as a revitalized lakeside village that is vibrant while still quaint, community-oriented while also offering unique and interesting experiences for out-of-towners. The area continues to revitalize and adds a variety of uses including new urban housing such as townhouses and apartments, a limited but very important dash of retail, restaurants, and a small amount of office space.



Frontier Village’s retail component is redeveloped and significantly upgraded, with some additional retail space, higher quality tenants that draw from a larger market area, and much higher quality facades and public realm. While the greater amount of retail space will be noticeable, the change in appearance and quality (and associated higher taxable sales) will be more dramatic. Employment, housing, civic, and institutional uses are added to the district, injecting the West Lake Gateway with more energy and vitality. The district is renamed to reflect its new identity and role in the region.



The **20th Street SE Corridor** contains the City’s highest concentration of jobs, particularly professional services, engineering, and high-value added small manufacturers. At full build out, employment is the dominant use along 20th St. Attractive, multi-story office and industrial buildings along 20th are integrated with several retail nodes that serve workers and residents throughout north and east Snohomish County. Less desirable segments of 20th and areas set back from the main street fill out with housing. The district is renamed (as the West Slope Business Center or other name) to reflect its new identity and role in the region.



The Hartford Center continues to offer a low cost environment for the City’s industrial businesses. It changes very little due to its distance from most other employment and commerce centers, and limited transportation and sewer infrastructure.

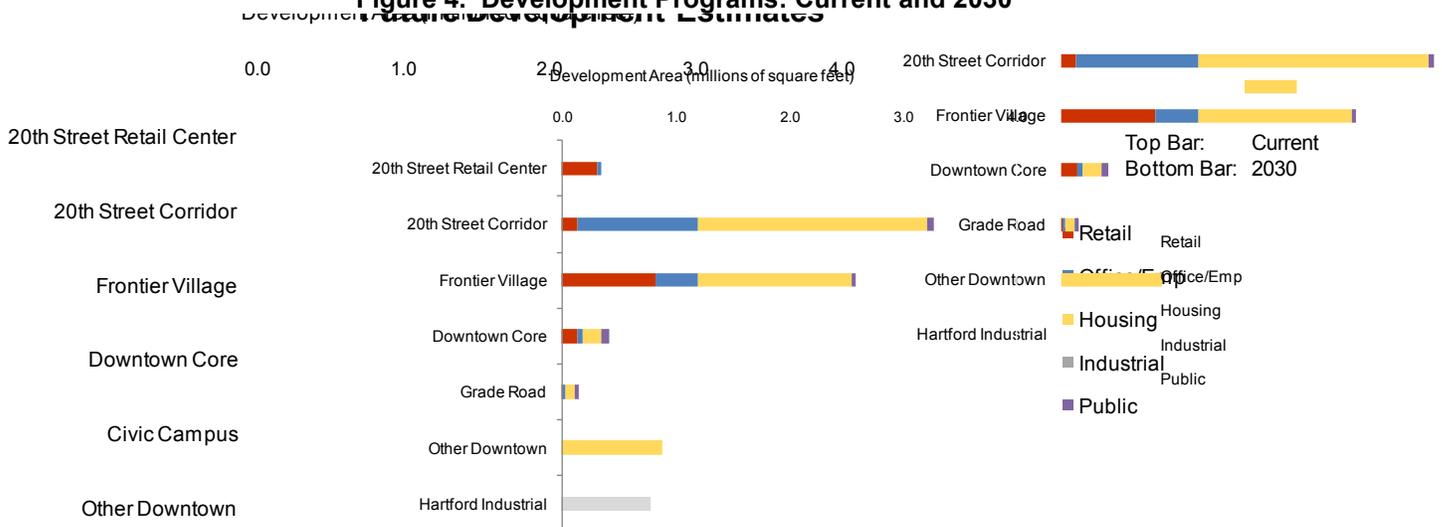
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Figure 4 and the tables on the following page show the estimated amounts of current and future (2030) real estate development in the City's economic development focus areas. Current development is shown in the top bar within each development area; projected 2030 development is shown in the bottom bar.

All development estimates shown here are estimates. The amount of development and redevelopment actually achieved in Lake Stevens will depend on a variety of factors, including public sector actions, zoning and regulatory environment, economic and real estate market conditions, cost and availability of capital, market credit capacity, and other factors. The 2030 development programs are not for a "full build out" situation; in other words, there is additional capacity for development within the focus areas in the years and decades following 2030. The methodology for this and other aspects of the development and fiscal forecasts is explained in the Appendix.

Figure 4. Development Programs: Current and 2030



Source: Leland Consulting Group, City of Lake Stevens.

This figure illustrates a number of insights about how redevelopment is expected to occur:

- The largest amount of net new development is expected to be added in the 20th St. SE Corridor, because of its very large area, numerous undeveloped properties, good location, and new infrastructure and urban services that will be added. The 20th St. Retail Center is expected to contain the greatest amount of net new retail development.
- Most change in Frontier Village and Downtown will take place through redevelopment of existing sites and buildings, rather than new development on vacant sites. Thus, the total amount of net new development will be considerably less than in the 20th St. SE Corridor. However, the new development will tend to be of higher quality and somewhat more dense, and will thus generate greater property and sales taxes.
- Housing is the most extensive land use, even in mixed use commercial areas such as the 20th St. SE Corridor. This is the case in almost all communities: residential neighborhoods occupy the most land area.
- Almost no new development is expected to take place in the Hartford area.

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Development programs

The tables on this page are a quantitative representation of the information shown graphically in Figure 4 above. Like the other land uses, housing development is expressed below in terms of square feet. However, it is often easier to understand housing development in terms of dwelling units. In order to convert from total development area to dwelling units, an average of 2,000 square feet per dwelling unit can be used, so that so that, for example, 1.5 million square feet of development is equivalent to 750 new units.

Table 1. Current - 2010

Area Name	Sub area	Gross Building Area (SF)					Total
		Retail	Office/ Emp.	Housing	Ind.	Public	
20th Street Corridor	20th Street Retail Center	-	-	-	-	-	-
	20th Street Corridor	50,000	-	1,070,000	-	-	1,120,000
Frontier Village		680,000	230,000	1,170,000	-	-	2,080,000
Downtown	Downtown Core	130,000	20,000	100,000	-	60,000	310,000
	Grade Road	-	-	-	-	-	-
	Other Downtown	-	-	670,000	-	-	670,000
Hartford Industrial	Hartford Industrial	-	-	-	730,000	-	730,000
Total		860,000	250,000	3,010,000	730,000	60,000	4,910,000

Source: Leland Consulting Group, City of Lake Stevens.

Table 2. Future - 2030

Area Name	Sub area	Gross Building Area (SF)					Total
		Retail	Office/ Emp.	Housing	Ind.	Public	
20th Street Corridor	20th Street Retail Center	315,000	25,000	-	-	-	340,000
	20th Street Corridor	130,000	1,065,000	2,020,000	-	55,000	3,270,000
Frontier Village		820,000	375,000	1,355,000	-	35,000	2,585,000
Downtown	Downtown Core	140,000	45,000	165,000	-	60,000	410,000
	Grade Road	5,000	25,000	80,000	-	40,000	150,000
	Other Downtown	-	-	885,000	-	-	885,000
Hartford Industrial		-	-	-	775,000	-	775,000
Total		1,410,000	1,535,000	4,505,000	775,000	190,000	8,415,000

Source: Leland Consulting Group, City of Lake Stevens.

Table 3. Net Change, 2010 – 2030

Area Name	Sub area	Gross Building Area (SF)					Total
		Retail	Office/ Emp.	Housing	Ind.	Public	
20th Street Corridor	20th Street Retail Center	315,000	25,000	-	-	-	340,000
	20th Street Corridor	80,000	1,065,000	950,000	-	55,000	2,150,000
Frontier Village		140,000	145,000	185,000	-	35,000	505,000
Downtown	Downtown Core	10,000	25,000	65,000	-	-	100,000
	Grade Road	5,000	25,000	80,000	-	40,000	150,000
	Other Downtown	-	-	215,000	-	-	215,000
Hartford Industrial		-	-	-	45,000	-	45,000
Total		550,000	1,285,000	1,495,000	45,000	130,000	3,505,000

Source: Leland Consulting Group, City of Lake Stevens.

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Fiscal Impacts

Figure 5 shows the fiscal impacts of potential redevelopment associated with property and sales tax revenues, along with current estimated revenues that are produced within the economic development areas.² All revenue forecasts are based off of the City's existing levies and the development programs outlined above that forecast a total of approximately 3.5 million square feet of new development. The chart highlights the following:

- The economic development focus areas currently account for about 38 percent of the property tax revenues, and about two-thirds (67 percent) of the sales taxes, collected in the City.
- The property and sales taxes collected within the economic development areas could more than double in the next 20 years. Combined, new development could generate approximately \$2.8 million in net new general fund revenues—a large amount within the context of the City's total general fund budget and projected deficits.

Figure 5. Property and Sales Tax Revenue, 2010 and 2030



Source: Leland Consulting Group.

Table 4. Property and Sales Tax Revenue, 2010 and 2030

Source	Revenues			
	Citywide 2010	Dev. Focus Areas		Net New
		2010	2010	
Property Tax	\$2,600,000	\$1,000,000	\$2,210,000	\$1,210,000
Sales & Use Tax				
From Retail	\$1,200,000	\$1,290,000	\$2,570,000	\$1,280,000
From Construction	\$890,000	\$100,000	\$400,000	\$300,000
Subtotal	\$2,080,000	\$1,390,000	\$2,980,000	\$1,580,000
Total	\$4,680,000	\$2,390,000	\$5,190,000	\$2,800,000

Source: Leland Consulting Group.

² Sales tax figures include taxes generated by construction within the focus areas. All figures are in 2010 dollars; i.e., no inflation factor is included in future forecasts.

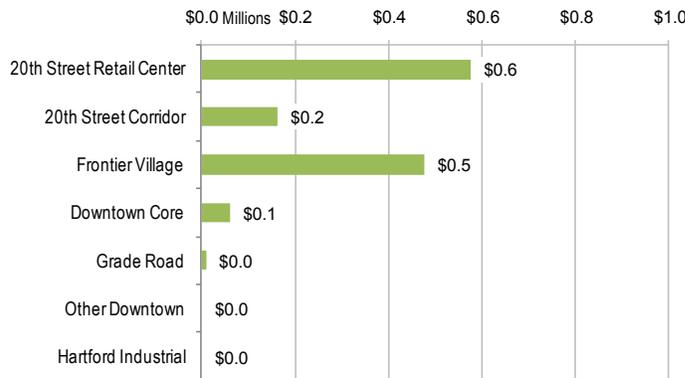
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Figures 6 and 7 show that the 20th St. SE Corridor and Frontier Village areas are expected to generate most new revenues. The impact of the 20th St. Corridor should be no surprise given the significant amount of new development possible there. Redevelopment in Frontier Village will have a greater fiscal impact due to new sales taxes rather than property taxes. This is because, while the total amount of development in Frontier Village will increase only by a modest amount, the redevelopment that takes place there will be of a considerably higher quality. The retail at Frontier Village, in particular, will generate more total sales and more sales tax.

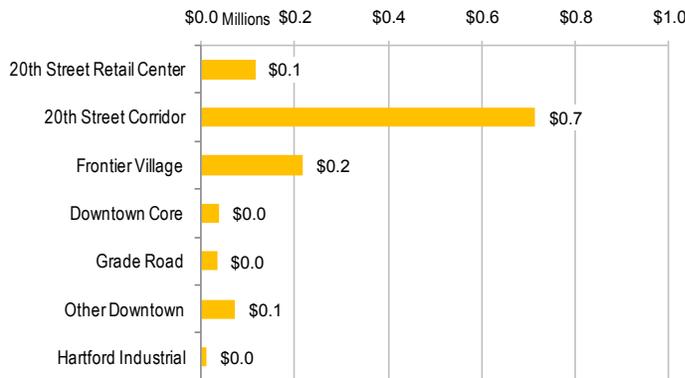
While the new revenues generated in downtown shown below are small, the City should bear in mind that downtown is often “the heart of the community,” and thus impacts the entire city—not just the property within its borders. For example, a thriving, exciting downtown that truly capitalizes on the Lake Stevens lakefront should increase the desirability of (and property and sales figures within) the entire community. This means that a healthy downtown can have a positive impact on property citywide (not evaluated here).

Figure 6. Net New Sales Tax Revenues from Redevelopment



*Note: These figures represent sales taxes generated from traditional retail sales only, not revenue generated from construction.
 Source: Leland Consulting Group.*

Figure 7. Net New Property Tax Revenues from Redevelopment



Source: Leland Consulting Group.

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Next Steps

The next phase of the City's Economic Development Strategy is expected to commence in early 2011. This work will allow the planning team to take a closer look at the geography, recommended strategies, and development potential within three of the four focus areas (the Hartford area will probably not be studied), and will provide more refined development programs than those estimated here. The City and project staff should check the Phase 2 development programs to those developed here, and recalculate the tax revenue projections if necessary.

A complete understanding of the fiscal impacts of developments requires a solid understanding of the costs (such as transportation infrastructure, police, and parks) associated with new development and redevelopment. The Phase 2 Economic Development Strategy will provide some information about anticipated costs, though the specificity of cost information will depend on the depth of the planning work.

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Appendices

Methodology

The analysis in this memorandum was completed using the following methodology. Figures and tables that show key calculations and data sources follows.

- Measure focus areas using ESRI ArcMap (GIS) and Google Earth.
- Estimate existing development within development areas based on GIS information (building values), zoning, site visits, and sales and property tax receipts.
- Estimate future development program—future development area by land use type— at full build out (2050) and planning horizon (2030), based on established economic development visions, evaluation of comparable cities and projects, industry standard floor area ratios (FAR), amount of developed and undeveloped land (GIS, review of aerial images), current and anticipated real estate markets (Economic Assessment, Leland Consulting Group), and redevelopment ratios (ratio of existing building to land value in GIS). 2030 development is expected to be 50 percent of total potential build out at 2050.
- Estimate current and future development values based on property tax base and receipts (Snohomish County Assessor, City of Lake Stevens), industry standard development values, estimated increase in quality and value of new buildings.
- Estimate total future retail sales based on current sales in Lake Stevens on a total (City of Lake Stevens, Washington Department of Revenue) and per square foot basis, and industry standard sales per square foot values (Urban Land Institute (ULI), International Council of Shopping Centers (ICSC)).
- Calculate future property and sales tax (including construction sales tax) revenues based on development program, values, sales, and current Lake Stevens tax rates (1.0 percent sales tax and \$1.23 per \$1,000 property value property tax). All construction (and construction tax revenue generation) was assumed to take place over a ten-year period given the large areas in which development was forecasted.

The project team was forced to make estimates for some of the figures in this analysis due to limitations in the data available. Those limitations include but are not limited to:

- Gross building area (e.g. retail square footage) located on various sites was not available through Lake Stevens' GIS or other data sources (this is fairly typical— building area is often not tracked by cities or counties).
- Sales tax revenues could not be aggregated to show total current revenues within focus areas; sales tax revenues was only available on a citywide and per-store basis (for the top 30 tax sources).

ATTACHMENT 1

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Selected Tables and Figures

Table 5. Current Revenues, City of Lake Stevens

Revenues		\$ Millions	Percent
Sales Tax	\$2,084,700	\$2.1	26.5%
Property Tax	\$2,603,853	\$2.6	33.1%
Other Taxes	\$1,372,948	\$1.4	17.4%
Other Revenues	\$1,807,190	\$1.8	23.0%
Total GF Revenues	\$7,868,691	\$7.9	100.0%

Source: Leland Consulting Group.

Table 6. Current Sales and Use Tax Receipts

Source	
Retailers	\$1,198,100
Construction	\$886,600
Total Receipts, 2010	\$2,084,700

Source: LCG estimate based on City of Lake Stevens data for top 30 sales and use tax generators.

Table 7. Focus Areas: Gross and Net Developable Areas

Area Name	Sub area	Size		
		Gross Acres	ROW & Undev. /1	Buildable Net
20th Street Corridor	20th Street Retail Center /3	50	20%	40
	20th Street Corridor	680	40%	408
Frontier Village		230	35%	150
Downtown	Downtown Core	40	40%	24
	Grade Road Site	40	60%	16
	Other Downtown	80	40%	48
Hartford Industrial		270	45%	149

Source: Leland Consulting Group.

Table 8. Redevelopment Ratios

Area Name	Sub area	Redevelopment Scenario	Existing Development	
			Remains	Redev
20th Street Corridor	20th Street Retail Center /3	New development	0%	100%
	20th Street Corridor	Partial redevelopment	45%	55%
Frontier Village		Partial redevelopment	40%	60%
Downtown	Downtown Core	Partial redevelopment	45%	55%
	Grade Road Site	New development	0%	100%
	Other Downtown	Partial redevelopment	80%	20%
Hartford Industrial		Remains as is	100%	0%

Source: Leland Consulting Group.

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Table 9. Building Values per square foot

Area Name	Land Use Type					
	Retail	Office/ Emp.	Housing	Ind.	Public	Parks Other
Current Development, all areas	\$200	\$200	\$160	\$150	\$0	\$0
New and Redevelopment, all areas	\$275	\$275	\$250	\$200	\$0	\$0
Percent Increase	38%	38%	56%	33%	NA	NA

Source: Leland Consulting Group.

Table 10. Floor Area Ratios - Current

Area Name	Sub area	Current Development FARs							
		Retail	Office	Housing	Ind.	Public	Parks Other	Total	Undev.
20th Street Corridor	20th Street Retail Center /2	0.30	0.30	0.30	0.30	0.30	-	0	0
	20th Street Corridor	0.30	0.30	0.30	0.30	0.30	-	0	0
Frontier Village		0.30	0.30	0.40	0.30	0.30	-	0	0
Downtown	Downtown Core	0.30	0.30	0.40	0.30	0.30	-	0	0
	Grade Road Site	0.30	0.30	0.40	0.30	0.30	-	0	0
	Other Downtown	0.30	0.30	0.40	0.30	0.30	-	0	0
Hartford Industrial		0.15	0.15	0.15	0.15	0.15	-	0	0

Source: Leland Consulting Group.

Table 11. Floor Area Ratios – 2030 and 2050

Area Name	Sub area	2030 & 2050 New & Redevelopment FARs							
		Retail	Office/ Emp.	Housing	Ind.	Public	Other	Total	Undev.
20th Street Corridor	20th Street Retail Center /2	0.40	0.30	0.40	0.30	0.30	0.00	0	0
	20th Street Corridor	0.30	0.30	0.40	0.30	0.30	0.00	0	0
Frontier Village		0.50	0.50	0.75	0.30	0.50	0.00	0	0
Downtown	Downtown Core	0.75	0.75	0.75	0.30	0.30	0.00	0	0
	Grade Road Site	0.75	0.75	0.75	0.30	0.30	0.00	0	0
	Other Downtown	0.75	0.75	0.75	0.30	0.30	0.00	0	0
Hartford Industrial		0.30	0.30	0.40	0.30	0.30	0.00	0	0

Source: Leland Consulting Group.

Table 12. Development Value, 2030

Area Name	Sub area	Total Value							
		Retail	Office/ Emp.	Housing	Ind.	Public	Parks Other	Total	Undev.
20th Street Corridor	20th Street Retail Center /2	\$86,250,000	\$7,185,000	\$0	\$0	\$0	\$0	\$93,435,000	\$265,935,000
	20th Street Corridor	\$33,425,000	\$293,245,000	\$435,005,000	\$0	\$0	\$0	\$761,675,000	\$637,325,000
Frontier Village		\$189,370,000	\$91,475,000	\$265,425,000	\$0	\$0	\$0	\$546,270,000	\$419,810,000
Downtown	Downtown Core	\$31,585,000	\$11,060,000	\$35,040,000	\$0	\$0	\$0	\$77,685,000	\$68,855,000
	Grade Road Site	\$1,435,000	\$7,185,000	\$19,600,000	\$0	\$0	\$0	\$28,220,000	\$31,090,000
	Other Downtown	\$0	\$0	\$166,990,000	\$0	\$0	\$0	\$166,990,000	\$59,790,000
Hartford Industrial		\$0	\$0	\$0	\$119,030,000	\$0	\$0	\$119,030,000	\$9,530,000
Total		\$342,065,000	\$410,150,000	\$922,060,000	\$119,030,000	\$0	\$0	\$1,793,305,000	\$1,492,335,000

Source: Leland Consulting Group.

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Table 13. Sales Tax Rates

Jurisdiction	Rate
City of Lake Stevens	1.0%
County	1.1%
State	6.5%

Source: City of Lake Stevens.

Table 14. Taxable Sales per square foot

	2010	2030		
		New GBA	All GBA	Enhanced
Area (sf)	1	0.39	1.39	
Sales PSF	\$150	\$206	\$166	\$182
Sales	\$150	\$80	\$230	

Source: Leland Consulting Group.

Table 15. Assessed Value

Area Name	Sub area	Assessed Value		
		2010	2030	Net New
20th Street Corridor	20th Street Retail Center	\$0	\$93,435,000	\$93,435,000
	20th Street Corridor	\$181,200,000	\$761,675,000	\$580,475,000
Frontier Village	Frontier Village	\$369,200,000	\$546,270,000	\$177,070,000
Downtown	Downtown Core	\$46,000,000	\$77,685,000	\$31,685,000
	Grade Road	\$0	\$28,220,000	\$28,220,000
	Other Downtown	\$107,200,000	\$166,990,000	\$59,790,000
Hartford Industrial	Hartford Industrial	\$109,500,000	\$119,030,000	\$9,530,000
Total		\$813,100,000	\$1,793,305,000	\$980,205,000

Source: Leland Consulting Group.

Table 16. Property Value Revenue

Area Name	Sub area	Property Tax Revenue		
		2010	2030	Net New
General Fund, 2010	General Fund, 2010		\$8,765,005	
Property Tax Revenue	Property Tax Revenues, 2010		\$2,603,853	
20th Street Corridor	20th Street Retail Center	\$0	\$115,113	\$115,113
	20th Street Corridor	\$223,241	\$938,393	\$715,152
Frontier Village	Frontier Village	\$454,859	\$673,011	\$218,152
Downtown	Downtown Core	\$56,673	\$95,709	\$39,036
	Grade Road	\$0	\$34,767	\$34,767
	Other Downtown	\$132,072	\$205,734	\$73,662
Hartford Industrial	Hartford Industrial	\$134,905	\$146,646	\$11,741
Total		\$1,001,749	\$2,209,373	\$1,207,624

Source: Leland Consulting Group.

ATTACHMENT 1

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Table 17. Sales Tax Revenue, 2030

Area Name	Sub area	Revenue	
		Total	Net New 2030
General Fund, 2010	General Fund, 2010	\$8,765,005	\$8,765,005
Sales Tax Revenues,	Sales Tax Revenues, 2010	\$2,084,700	\$2,084,700
20th Street Corridor	20th Street Retail Center	\$574,443	\$574,443
	20th Street Corridor	\$237,072	\$162,072
Frontier Village	Frontier Village	\$1,495,376	\$475,376
Downtown	Downtown Core	\$255,308	\$60,308
	Grade Road	\$9,118	\$9,118
	Other Downtown	\$0	\$0
Hartford Industrial	Hartford Industrial	\$0	\$0
Total		\$2,571,317	\$1,281,317

Source: Leland Consulting Group.

Table 18. Construction (Sales Tax) Revenues, 2030

Area Name	Sub area	Total	Construction	Total	Revenue in Av. Year
		Net New Prop. Value	Costs (Tax Base)	Tax Revenue	
20th Street Corridor	20th Street Retail Center	\$93,435,000	\$38,541,938	\$385,419	\$38,542
	20th Street Corridor	\$580,475,000	\$239,445,938	\$2,394,459	\$239,446
Frontier Village	Frontier Village	\$177,070,000	\$73,041,375	\$730,414	\$73,041
Downtown	Downtown Core	\$31,685,000	\$13,070,063	\$130,701	\$13,070
	Grade Road	\$28,220,000	\$11,640,750	\$116,408	\$11,641
	Other Downtown	\$59,790,000	\$24,663,375	\$246,634	\$24,663
Hartford Industrial	Hartford Industrial	\$9,530,000	\$3,931,125	\$39,311	\$3,931
Total New	Total New Developmen	\$980,205,000	\$404,334,563	\$4,043,346	\$404,335

Source: Leland Consulting Group.



LAKE STEVENS ECONOMIC DEVELOPMENT STRATEGY



CITYWIDE ACTION PLAN

PREPARED FOR



The City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258
www.ci.lake-stevens.wa.us

PRPARED BY



7 JANUARY 2011

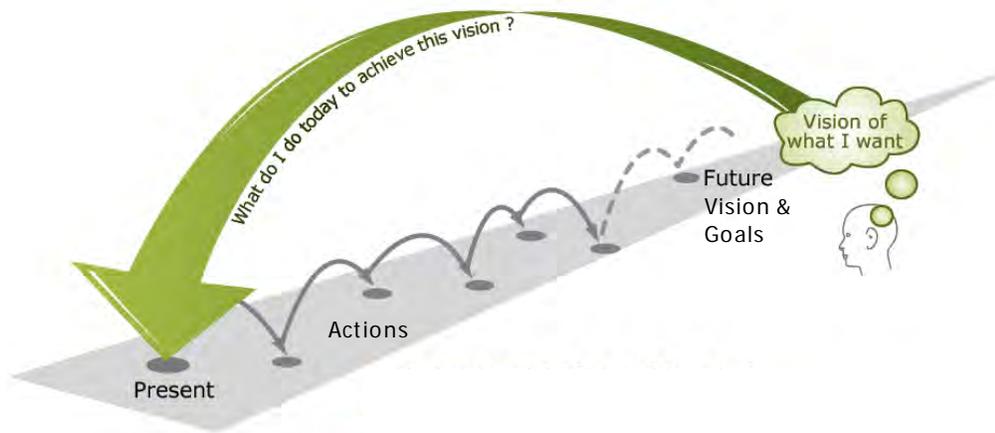
Introduction

The purpose of this citywide Action Plan is to translate the Lake Stevens Economic Development Strategy into a series of implementable actions. In order to move from strategy to action, the action plan first reiterates a long-term strategic goal for the City, and then lists a series of actions that will move the City toward those goals. Actions are categorized by the time frame during which they should be completed (short, medium, and long term), a responsible party, and each action’s projected cost to the City (the cost of staff time is not included in this cost).

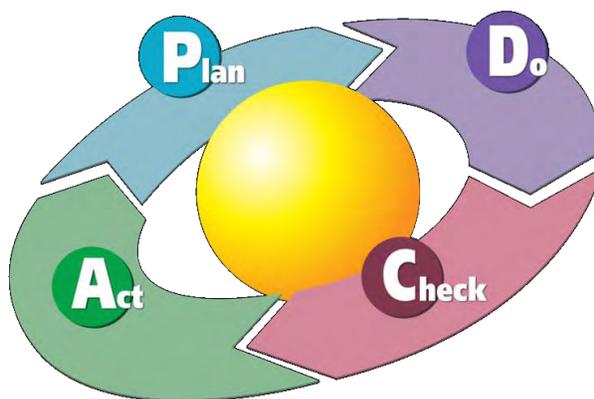
Action plans for Downtown, Frontier Village, and the 20th Street Southeast Corridor will also be completed as part of Phase 2 of the Economic Development Strategy. The framework or subarea plans that are completed as part of that phase of work—and the types of uses, public facilities, design recommendations, and other components they contain—will help to inform those action plans. This document does, however, set forth strategic goals for those areas, which may be refined in the next phase.

“Backcasting:” From Vision to Action

Strategic planning requires that the City’s long-term vision be established first. Only then can an action plan be established that outlines the steps required to reach that long-term vision. This process is sometimes called “backcasting” and is illustrated below. Several long-term visions for the City are listed on the following pages.



In addition to being linear processes, planning and implementation are also cyclical and iterative. Great plans require reflection and revision over time. Revision enables the City to adjust its course by recognizing new conditions and assets, and by integrating experience regarding what efforts have succeeded or failed. This cycle is shown below.



Plan. (This Strategy is an example.) Establish the City’s vision, goals, and processes. Make sure to focus on outcomes rather than inputs.

Do. Implement the new plan and processes—if possible, on a small scale first in order to ensure their effectiveness.

Check. Measure your actions and compare actual results to expected results.

Act/Analyze. Evaluate the differences and alter your course if necessary. Determine how to make changes that will result in improvement.

Economic Development Strategic Goals

Based on past plans and consultation with the City Council, staff, and stakeholders in the community, the project team developed the following long term Economic Development goals for the City.

CW	Citywide	The City of Lake Stevens is the Puget Sound’s favorite family-friendly lakeside community; a great place to live, do business, shop, visit, and enjoy the great outdoors; and a fiscally strong community.
SE	20th Street SE Corridor	The 20th St. SE Corridor is a modern mixed-use corridor with two or more nodes of attractive retail development complemented by high-quality office and employment parks.
FV	Frontier Village	Frontier Village is redeveloped into an attractive, mixed-use village, with retail, office, housing, and healthcare that takes advantage of views of the lake and mountains.
DT	Downtown	Downtown continues to be the City's cultural, civic, and historic heart. Civic uses and waterfront park spaces are expanded and significantly upgraded; these are complemented by new retail, restaurants, and housing development.
H	Hartford Area	Hartford industrial area maintains its current mix of business and industry, with some incremental change occurring.

Timeframes

The timeframes listed in the Action Plan below are defined as follows:

Short	Present (Fiscal Year 2011) through FY 2012 (June 2012)
Medium	FY 2013 – FY 2015
Long	After FY 2015

Citywide Goals and Actions

Goal The City of Lake Stevens is Puget Sound’s favorite family-friendly lakeside community; a great place to live, do business, shop, visit, and enjoy the great outdoors; and a fiscally strong community.

Actions

#	Action	Responsibility	Timing			Budget
			S	M	L	
1	Economic Development Strategy					
	Complete the Economic Development Strategy in order to understand the development context, create development and other targets, prioritize development areas and refine redevelopment vision. (✓ indicates that this task is underway)	City & consultant team	✓			
	Evaluate physical, demographic, and real estate market conditions.	Consultant	✓			
	Adopt the Strategy.	City council				
	Acknowledge and celebrate completed tasks and successes through personal praise, press releases, web, and other media.	City				
	Revise and update the Strategy periodically. The strategy and action plan should be revisited annually, and major revisions should be completed approximately every five years.	City				
2	Economic Development Strategy, Phase 2: Complete Framework Plans/Subarea Plans for Economic Development Focus Areas					To be determined.
	The scope of work for this phase is still being developed and refined by the City and LMN Architects. General concepts are covered here based on the initial <i>framework plan</i> approach; refer to the refined scope of work for <i>subarea planning</i> work task specifics. Plans for Downtown, Frontier Village, and 20 th St. Southeast should be completed, but not the Hartford Industrial Area.	City & consultant team				From \$80,000 to \$200,000 plus, depending on services.
	Confirm development character and program (based on Phase 1)	"				
	Check in with the community through open houses and City website.					
	Establish physical framework, including area subdistricts, transportation; open, green, and public spaces; streets and streetscapes; major opportunity sites, anticipated developments, and general redevelopment concepts.	"				
	Refine quantitative development program including types of uses, scale, locations, etc.	"				

	Create an Implementation / Action Plans for each district (based on this model).				
3	Organize and Staff for Economic Development				
	Define council, management staff, and line staff roles for Economic Development. I.e., define who does what.	City			
	Designate an economic development staff manager/point person (—EDLead”). This could be a staff person or an outsourced relationship.	“			\$40,000 per year assuming external, part time assistance
	Consider renaming —Planning” Department to Community and Economic Development	“			
	Create an annual and five-year budget for economic development resources (staff time, external contracts, operations and capital projects). The actions in this action plan should be one of the bases for budgeting.	“			
	Create an economic development web page or pages on the Lake Stevens web site, to be updated and maintained regularly by economic development staff or consultant. (Alternately, the City’s existing —Business” page could be improved.) The City’s character, assets, demographics, current businesses, and more should be outlined here. Consider creating a blog where recent news can be posted.	“			
4	Pursue Public Private Partnerships with the Development Community				
	Maintain dialogues with the Lake Stevens Chamber of Commerce, Snohomish County Economic Development Council (EDC), Puget Sound Regional Council (PSRC), Washington State Department of Commerce, and others in order to stay up to date on development trends.	City and/or ED consultant			
	Maintain contact with key property owners, developers, and other members of the development community (some will be identified during District Framework Plans). For example, the City should maintain relationships with the owners of the Frontier Village property and others. Conduct driving tours of the City as necessary.				
	Pursue, negotiate, and complete public-private partnership real estate developments with private sector partners.	“			\$100,000+ per year in real estate and legal assistance. Development benefits will offset costs.
5	Business Outreach and Retention				
	Attend quarterly or bi-annual Chamber of Commerce meetings.	City and/or ED consultant			
	Track and secure regional, state, and federal funding opportunities.	“			
	Establish lists of the top 25 existing businesses in Lake Stevens and the top 25 business located near the City that could be attracted to the City. Focus on businesses whose	“			

	executives already live in the City.					
	Call and meet with executives at the key existing and potential new businesses each year. Understand what will keep them in the community, enable them to expand, or relocate to the community.	"				
6	Outreach to Public Institutions					
	Lake Stevens School District	City				
	Create and maintain City-School District Working Group to identify and solve shared challenges, including quality of education, shared use of facilities, transportation, etc.	"				
	Sno-Isle Library	"				
	Maintain City-Library Dialogue, plan for expanded library in Downtown Framework Plan	"				
	Higher Education	"				
	Establish relationships with Everett Community College and other public and private community colleges with the potential to locate in Lake Stevens. Understand the colleges' physical and demographic needs.	"				
	Attract community college branch campus to Lake Stevens	"				
	Healthcare	"				
	Create list of five to ten main local healthcare providers.	"				
	Contact main healthcare providers in order to understand their expansion plans, interest in Lake Stevens, and desired physical, demographic, and other needs.	"				
	Attract additional healthcare provider(s) to Lake Stevens	"				
7	Branding: Refine and Implement the Lake Stevens Brand Fulfill Lake Stevens' potential to be the Puget Sound's premier active, family-friendly lakeside community.	City with marketing and design consultants				\$35,000 per year for two years
	Develop an ongoing communications program for Lake Stevens	"				
	Develop a marketing program, including print materials, for business recruitment.	"				\$5,000 to \$10,000 for printing
	Update the City's graphic presentation.	"				
	Implement the new brand with website, advertising, and in other media.	"				

8	Develop a Wayfinding, Gateway, and Signage program	City with marketing and design consultants			
	Issue RFP for consultant to develop design program.	"			
	Consultant designs new signage program with City oversight.	"			\$35,000
	Work with WSDOT to have "Lake Stevens" added to I-5 exit signs.	"			
	Install new signage.	"			\$25,000 per year for two years
9	Define and Strengthen Districts and Neighborhoods				
	In order to respond to the importance of family and community in Lake Stevens, create a map of Lake Stevens' neighborhoods.	Staff			
	Initiate process to gather residents' input on neighborhood names, location, key strengths and weaknesses, desired improvements or amenities, and other attributes.	Staff or consultant			
	Define neighborhood names, locations, and action or improvement plan.	Staff or consultant			
	Form neighborhood associations (may be independent non-profit groups)	"			
10	Review and revise zoning and other regulatory process				
	(If subarea plans are conducted during item 2 above, then some of these zoning and regulatory subtasks will be completed as part of that work; consult the Phase 2 scope of work for details.)				See above.
	Revise zoning/regulatory standards based on District Framework Plans and other input. New zoning standards should reflect the City's desire for a greater degree of urbanity and high quality design. New regulatory standards should include: zoning; incentives and bonuses within the zoning code; illustrated design standards; enhanced street standards; sign regulations; and landscape standards.	Consultant			
	Develop a fast-track entitlement program for desired types of projects	"			
	Identify ways to increase select types of housing (e.g., senior housing)	"			
	Adopt revised zoning codes and design standards	"			
11	Pursue Annexations				
	East RUTA: Proceed with discussions and analysis regarding annexation with adjacent cities, county, and other parties if necessary.	City			
	Lake Stevens South: Proceed with discussions and analysis regarding annexation with adjacent cities, county, and other parties if necessary.	"			

	Economic Development	Transportation	Natural Features	Mix of Goods & Services	Housing	Parks and Recreation	Civic Spaces & Buildings
What are the problems in this area?	<ul style="list-style-type: none"> • All developed, with no plan • Encourage redevelopment with tax incentives • Improve zoning to encourage redevelopment • Parking, circulation and design not optimal • Not enough or very few jobs • No single area to enjoy lake and spend money • No community identity • Poor I-5 access • No medical facilities • Lack of variety or shopping options 	<ul style="list-style-type: none"> • Poor access to Frontier Village • No pedestrian/bike access • Vernon Rd. – confusion • Vehicle-oriented • SR 9 and SR 204 problematic • Poor access from Lundeen Park Way to gym and housing • Crosswalks scary • 3 separate groups who control it • No King County Metro Service • Poor visibility and access • Improve the trestle 	<ul style="list-style-type: none"> • Plowed over • View on a clear day • No green or landscape 	<ul style="list-style-type: none"> • No variety in restaurants • Too many dentists, fast food and sports bars • No hotel accommodations • Trader Joe's • Disjointed/disconnected • Too many big box drug stores 	<ul style="list-style-type: none"> • No diversity • No connectivity residential to business/commercial areas • No retirement or Senior housing • Single Family Residential housing built where higher density and mixed use could have gone 	<ul style="list-style-type: none"> • No trails • Power line easement is unused park • Nothing for kids to do • No indoor entertainment 	<ul style="list-style-type: none"> • No outdoor plazas or meeting areas • No common architectural theme • Larger library
What do you want to see in this area in the future?	<ul style="list-style-type: none"> • Professional services above retail • Taller buildings • Micro brewery/restaurant • Hotels • Mixed-use • Pedestrian friendly shopping areas • Gathering places and mixed use • Entertainment spots • Move Transit Center to better location • REI • Bulldozers • Higher density 	<ul style="list-style-type: none"> • Pedestrian and bike access! • Improved vehicle access and circulation • Integrity between Market and Frontier • Microsoft bus to 20th Street • Perimeter road around Lake Stevens Center • Move transit center • Parking garages instead of parking lots • Connect sidewalks • Pedestrian/bike access around lake 	<ul style="list-style-type: none"> • Preserve mountain and lake views • Repurpose wetland areas • Invest in public drainage • More public access and views to lake • Create a reason to stop 	<ul style="list-style-type: none"> • More diversity, less fast food • High end restaurant and boutique shops • Mixed use business and residential • Specialty stores • Restaurant with lake view • Condos • Redesign strip malls, something classy • Boat, RV and trailer storage • Micro Brewery • No Strip malls • Hotel 	<ul style="list-style-type: none"> • Minimize displacement • Need mixed-use • Senior housing • Higher rise housing • Protect existing housing • Higher mixed use buildings • Entry level housing 	<ul style="list-style-type: none"> • Bike and hiking trails • Skate Park • Trails in power line easement, connect with Marysville • Movie theatre/complex • Swimming pool • Play land for young kids • Bowling alley 	<ul style="list-style-type: none"> • Green building design • Locate community meeting place; like Hagen Café • Plazas and meeting areas • Taller office buildings • More industrial • Job creation • Satellite Police • Combine Fire Dept. and Police Dept. at Chapel Hill • Social Services Center • Large coffee house
Desired community character?	<ul style="list-style-type: none"> • Retail to harness lake uses, i.e. kayak rental • Increased height limit to take advantage of views • Cohesive design for business development • 20th Street SE Business Park • No concrete and glass • Small town feel • No Big Box retail • Good design standards for all buildings • Something less 'Whitetrash' • Redmond Town Center 	<ul style="list-style-type: none"> • 91st Ave should be a boulevard with access to business properties • People first, vehicles second • Bike lane • Greenery 	<ul style="list-style-type: none"> • Take advantage of lake views not currently utilized/promoted • Walking areas through wetlands 	<ul style="list-style-type: none"> • No more strip malls • Diversity, mixed use • More things for families to do here • No Costco or other large box stores • No bikini baristas • Celebrate lake • No more housing • Rustic lodge feel • Small business • Encourage labs and testing facilities • No backs of buildings on Hwy 9 	<ul style="list-style-type: none"> • No row or cluster housing • Allow for open space • Mixed use residential in fringe area • Protect views • Large yards no cookie cutter housing 	<ul style="list-style-type: none"> • Parks in power line easements • Trails connecting parks • Pedestrian destinations • Soccer dome/complex • Water Park • Weather coverings • Fountains • More youth activities 	<ul style="list-style-type: none"> • Small town feel • People spaces • Rooftop gathering place • Create city gateway • Central library • Technical and higher education • Medical facilities • Farmers Market • Office Park • Campus for art and music education

*Comments listed in **larger, bold type** were given by multiple attendees.

	Economic Development	Transportation	Natural Features	Mix of Goods & Services	Housing	Parks and Recreation	Civic Spaces & Buildings
What are the problems in this area?	<ul style="list-style-type: none"> • No identity • Gateway from trestle, poor first impression • No sewer in key areas • There is no Economic Development • Road full of litter and trash • Not bus friendly • Lacking medical laboratories • No infrastructure • No Family earning jobs • Lack of action resulted in lack of economic development 	<ul style="list-style-type: none"> • No bike or pedestrian access • Traffic enforcement issues at S. Lake Stevens and Davies Rd. • Too narrow, no sidewalks • Trestle bottle neck • Eliminate truck traffic on 20th, divert to Hwy 9 • Car Pool/Transit Center • Poor circulation • Traffic issues, school and trestle • Too many dead ends 	<ul style="list-style-type: none"> • Too many have become privatized, keep natural features available for all • Slopes • Wetlands 	<ul style="list-style-type: none"> • No current goods or services • Lacking medical • No dining • No retail 	<ul style="list-style-type: none"> • No restrictions for storing vehicles in front yards – very ugly • Builders not held accountable for unfinished projects • Poor housing stock • Lack of senior housing • No housing in proximity of retail or services • No Design Standards 	<ul style="list-style-type: none"> • No City parks • Celebrate Dog Park • Connectivity • No ball fields • No active parks 	
What do you want to see in this area in the future?	<ul style="list-style-type: none"> • No big-box stores • Business Park w/open spaces • Sense of arrival/gateway • Technical school • Only small businesses • Nice tea shops and cafes • Develop community businesses • Light industrial • Big box stores, like Costco • Professional buildings • Hotel • Day care near retail • Additional height and density • Commercial retail • Grocery and Drug stores • Auto complex • Warehouse facilities • Take advantage of views, build up not out • Signage 	<ul style="list-style-type: none"> • Park and Ride • Bus shuttle between retail centers • More roundabouts • More traffic enforcement • No trucks on 20th Street • Microsoft connector bus • Access limited to 20th Street • Grid road system • No HUB development at Hwy 9 and 20th • Encourage multiple access points on 20th to prevent congestion • 5 lanes multi, use connectivity • Mixed use, residential/commercial • Light rail link to Everett and Snohomish • Managed access • Widening 	<ul style="list-style-type: none"> • Maintain and enhance • Maximize views, height limitations • Walking trails through wetlands 	<ul style="list-style-type: none"> • Hospital/Medical facilities • Mixed use business/retail • Hotel at Hwy 9/20th • Variety of retail, dining and shopping • Movie Theatre • No industrial or storage facilities • More zoning for mixed use • Day-care • University or Higher Education • Buffers between commercial areas 	<ul style="list-style-type: none"> • More mixed use residential/commercial • Condos with views • No more cookie cutter housing • Bus access • Pedestrian improvements • Senior Housing • Neo-traditional subdivisions • Wide sidewalks, bike lanes • Lots of trees, setbacks for buildings 	<ul style="list-style-type: none"> • Small sports facility and fields • Walking trails along power line • Open space and sports fields within power line areas • Gardens • Civic Recreation Center • Amphitheater • Trails • Developed picnic parks • Dog parks • Small community parks • Skate park • BMX Parks 	<ul style="list-style-type: none"> • Public Safety building/satellite • No tall buildings – 4 story max • Park and Ride • Sno-Isle Library branch • Cultural Event venue • Performing arts center • Indoor social gathering places
Desired community character?	<ul style="list-style-type: none"> • Higher education • No strip malls • No Big Box retail • Rustic like Mill Creek Town Center • Clean/green tech • No Tire Stores • No Walmart • Trader Joe's • Provide boat and trailer storage • Lifestyle Center • Pedestrian scale signs • Commercial/retail • High tech • Natural elements • Ties into historical background • Small business 	<ul style="list-style-type: none"> • Revolving bus around lake • More roundabouts, fewer stop signs and traffic signals • Local traffic only • Better signage • Gateway/entrance signage • Covered walkways and bridges over Hwy 9 	<ul style="list-style-type: none"> • Green buffers between 20th Street and development • Open space • Develop park on 20th Street • No concrete walls or structures • No graffiti can occur 	<ul style="list-style-type: none"> • Children's Birthday party venue • High end condos and mixed use • Retail appealing to High School kids • No strip malls • Big Box okay if done aesthetically • Mixed use with higher buildings • Fiber Optic and High Speed Internet 	<ul style="list-style-type: none"> • Senior Cottage Housing • Variety with aesthetic appeal • Encourage green building • High density housing with open and recreational space 	<ul style="list-style-type: none"> • Recreation Center • Pools, water parks • Off road trails for pedestrians and bikes • Acquire land for dog parks • Parks with views • Connections between parks, non motorized • Dog park 	<ul style="list-style-type: none"> • No tall buildings • Community meeting place integrated with small businesses • Community buildings and spaces • Farmers Market – shelter area • Wine walks • Art walks

*Comments listed in **larger, bold type** were given by multiple attendees.



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