City of Lake Stevens Vision Statement

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

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

Tuesday June 13, 2017 – 7:00 p.m.

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

CALL TO ORDER:		7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE			Mayor
ROLL CALL:			
APPROVAL OF AGENDA:			Council President
CITIZEN COMMENTS:			
NEW EMPLOYEE INTRODUCTIONS		Leah Everett, Public Works	Eric
GUEST BUSINESS:		Janice Huxford, Aquafest	
COUNCIL BUSINESS:		Subcommittee Updates	Chair
MAYOR'S BUSINESS:		Association of Washington Cities	
CITY DEPARTMENT REPORT:		Update	
CONSENT AGENDA:	*A	Approve 2017 Vouchers	Barb
	*B	Approve City Council Regular Meeting Minutes of May 23, 2017	Barb
	*C	Approve Supplement No. 1 to Professional Services Agreement with Makers	Russ
	*D	Approve Professional Services Agreement with Kidder Mathews for Appraisal Services	Russ
	*E	Approve Professional Services Agreement with CIC for Appraisal Services	Russ

Lake Stevens City Council Regular Meeting Agenda June 13, 2017

	*F	Approve Professional Services Agreement with Operation Military Family Cares	Gene
	*G	Approve Public Works Contract with Sonitrol re Security System	Eric
	*H	Approve Public Works Contract with Lochner re 24th Street / 91st Avenue SE Design	Eric
	*I	Approve Public Works Contract with H.S. Wold for Exterior Painting of City Buildings	Eric
	*J	Approve Public Works Contract with 3 Kings Environmental, Inc. for Asbestos Abatement	Eric
	*K	Authorize Letter of Intent re Acquisition of Frontier Heights Park	Jim

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

1.	Open Public Hearing	Mayor
2.	Staff Presentation	
3.	Council's Questions of Staff	
4.	Public Comments	
6.	Close Public Comments	Mayor
7.	Close Public Hearing	Mayor
8.	Re-open public comment portion of the hearing for additional comments (optional)	
9.	Close Hearing	Mayor
10.	COUNCIL MOTION/DELIBERATION/ACTION:	
	a. Approve	
	b. Deny	
	c. Continue	
	d. Remand	

*A	Public Hearing and First Consideration of Resolution 2017-011 re Amendment No. 2 to Nourse Development Agreement	Melissa & Russ

ACTION ITEMS:

*A	Approve Resolution No. 2017-010 Accepting Vehicle Donation from Joe W. Neverkewitz	John D.
*B	Approve Ordinance 997 Amending LSMC 7.04.010, "Definitions" and LSMC 7.36, "Bicycle and Skate Regulations"	John D.
*C	Approve Aquafest Request to Serve Beer and Wine in the VIP Booth at North Cove Park	Russ

DISCUSSION ITEMS:

EXECUTIVE SESSION: Pending Litigation (RCW 42.30.110)

ADJOURN

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

THE PUBLIC IS INVITED TO ATTEND



City of Lake Stevens Vision Statement

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Special Needs

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

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

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: 2017 AWC Annual Business Meeting

Contact Person/Department: John Spencer, Mayor

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: The attached letter regarding the Association of Washington Cities Annual Business Meeting is provided for discussion purposes during the Mayor's report.

SUMMARY/BACKGROUND: N/A

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: May 15, 2017 Letter from AWC

AWC
ASSOCIATION OF WASHINGTON CITIES
1076 Franklin Street SE • Olympia, WA 98501-1346

May 15, 2017

RECEIVED
MAY 12 2017
CITY OF LAKE STEVENS

To: Mayor John Spencer

From: Jim Restucci, AWC Board President

Subject: 2017 AWC Annual Business Meeting

AWC invites you to attend the **Annual Business Meeting on Thursday, June 22, 2017, 4 – 5:45 pm at the Hilton Vancouver Washington Convention Center,** 301 W. 6th St. Vancouver, WA 98660 in the Heritage Ballrooms A, B, C, and D in conjunction with the AWC Annual Conference. On behalf of the AWC Board of Directors, I strongly encourage your city to participate by appointing voting delegates.

AWC bylaws allow each city to appoint up to three voting delegates. The bylaws do not specify a method or form cities must use to appoint delegates. If your city determines these appointments through council action, please share this information with your city council.

Each voting delegate has one vote. Voting delegates have the opportunity to influence the operations of AWC by:

- Electing the members of the AWC Board of Directors, who play a critical leadership role in the success of AWC;
- Voting on amendments to the AWC bylaws, which govern the association's operations; and
- Considering floor amendments to the Statement of Policy.

Once the Mayor, City Manager, or City Council has determined the city's voting delegates for 2017, please send their names and titles to Michelle Catlin, AWC Executive Assistant. The deadline for submitting voting delegates is **Thursday, June 15, 2017.** You may email or fax this information to Michelle Catlin at michellec@awcnet.org or Fax: (360) 753-0149.

AWC's Statement of Policy provides the basis for policy recommendations by AWC's Legislative Priorities Committee, the Board and staff. It is updated at least every six years and was recently updated with committee recommendations in 2014 and amended on the floor at the 2015 Business Meeting. Further changes are not proposed for 2017, but the AWC Bylaws provide for members to propose amendments for floor action. If your city plans to propose a floor amendment, please complete the amendment form on AWC's website www.awcnet.org/SOPAmendmentForm and send it to Regina Adams at reginaa@awcnet.org by Wednesday, June 14.

Additional information on the Business Meeting, the AWC Board of Directors, and the Annual Conference can be found on AWC's website: awcnet.org.

cc: Barbara Stevens, Finance Director/City Clerk
Gene Brazel, City Administrator

CITY DEPARTMENT REPORT
JUNE 13, 2017 CITY COUNCIL MEETING

Human Resources Department

- Human Resources Director Teri Smith will begin work on June 19th
- Building/Code Compliance Inspector Don Hinze will begin work on June 19th

Planning Department

Current Planning

- 12 new building permit applications / 34 building permits issued
- 6 new business license applications / 12 issued
- Continued dispute resolution with the applicant of the Nourse Development resulting in multiple concessions

Long Range Planning

- Staff met with a subcommittee of the Planning Advisory Committee to develop an early strategy to coordinate with the Puget Sound Regional Council and define metrics for future growth projections as part of the Vision 2040 update
- Staff has been coordinating efforts to assemble a Lake Safety Taskforce in coordination with council
- Staff has prepared a draft RFP for the Beautification plan
- Continued coordination on the Chapel Hill Master Plan
- Continued coordination on the Downtown Master Plan

Economic Development

- Conducted 10 face-to-face meetings with developers at the retail real estate conference in Las Vegas, discussed the 20th Street retail corridor, existing retail space available in Lake Stevens, and future development for downtown Lake Stevens. The meetings resulted in various degrees of interest including requests for site tours and property information and ongoing communication.
- NAI Puget Sound Properties and the RCGroup (Lake Stevens' brokers for surplus properties) report varying degrees of interest from end users for the city's surplus property. They report that businesses aren't willing to be the first to make an investment in property on the 20th Street SE corridor and are waiting for a developer to invest in the southwest quadrant. The brokers will send out a second round of letters to property owners and are recommending an open house.
- Working with two developers to provide market analyses and due diligence for apartment development.

Parks

- Frontier Heights board met on proposed dedication of the Park to the City – elections will be held over the summer
- Eagle Ridge – several of the planting beds have been installed by volunteers
- Lundeen Park – volunteers scheduled to help with planting of area near the basketball courts.

Police Department

- **New facility**
  - Our internal team is winding up site visits and will now start work on putting together what they would like to see in their work spaces.
  - The PSC has made one site visit and will be scheduling others

- **Lake Safety**
  - Reviewing Marine Officer program. Due to required annual certifications, LSPD may reduce the number of Marine Certified Officers to those who are interested and are willing to take shifts in the summer.
  - Patrols will begin more actively ticketing safety violations.
- **Enforcement**
  - Increased nuisance activity at Wyatt Park, a county property. Chief Dyer is reaching out to Snohomish County about better patrols at the park, and additional Lake Stevens officers will begin patrolling the park.
- **Personnel**
  - With the amendment to the ILA for Lake Stevens' participation in the Region 1 SWAT team, four officers have applied for the program.
  - New officer hires have been challenging, and competition is fierce, due to other cities offering greater incentives for new and lateral officers.

Public Works Department

- **City Hall building**
  - The skirting is complete.
  - Floorcoverings have been installed.
  - The contractor is working on parking lot grading.
  - Project is on schedule and on budget.
- **Storm Event**
  - The Department encountered major storm issues throughout the City from the April 20th storm.
  - Storm staff is working throughout the City to repair and clean storm systems affected by the flash flood.
    - 8 Vernon Road: clean out storm drainage ditch and repaired culvert.
    - 10409 12th Place SE: working to replace 300' of storm pipe.
- **Lake Management**
  - Regular monitoring has begun and will continue through September.
  - The second weir Board was installed on 6//1/2017

- **Maintenance**
  - Mowing: the growing season has started and we have had at least one shoulder mower out and will continue into the late fall.
  - Spraying: first herbicide application of the season May 22 in 12 locations, May 23 in 8 locations, May 24-25, both sides of SR 92 from Lake Drive to 127th.
    - The spraying on SR 92 is part of three maintenance projects we perform annually. We will spray again a few weeks before Aquafest, then again before school starts.
    - Each spraying closes one lane of traffic for the mower, sprayer, and sweeper can complete their work efficiently
- **Signage**
  - Three new signs were installed at the intersection of Chapel Hill and Davies Road, to improve pedestrian safety.

BLANKET VOUCHER APPROVAL

2017

Payroll Direct Deposits	**6/1/2017**	**$161,593.86**
Payroll Checks	**42690-42692**	**$4,893.78**
Tax Deposit(s)	**6/1/2017**	**$63,626.03**
Electronic Funds Transfers	**ACH**	**$213,012.15**
Claims	**42688-42689, 42693-42812**	**$1,777,119.91**
Void Checks	**42559, 42453**	**($1,351.01)**
Total Vouchers Approved:		**$2,218,894.72**

This 13th day of June 2017:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

John Spencer, Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

June 13th

CITY OF LAKE STEVENS

City Expenditures by Type on this voucher packet			
Personnel Costs	$	166,488	8%
Payroll Federal Taxes	$	63,626	3%
Quarterly L&I	$	2,135	0%
VEBA Sick Leave Cash Out	$	8,679	0%
Retirement Benefits - Employer	$	76,449	3%
Medical Benefits - Employer	$	121,646	5%
Employer paid Benefits - By Check	$	5,964	0%
Employee paid benefits - By Payroll	$	12,476	1%
Supplies	$	52,338	2%
Professional Services	$	124,802	6%
Intergovernmental Services	$	29,623	1%
Capital *	$	640,710	29%
Debt Payments**	$	915,309	41%
Void Check	$	(1,351)	0%
Total		**$2,218,894.72**	**100%**

Large Purchases

* Temporary City Hall Building- $558,236

** Public Works Trust Funds Loans - We have received $915,309 as reimbursement from the Sewer District for these Loans

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Ace Hardware	**42688**					**Check Total**	**$914.48**
		5/19/2017	54271	001-013-518-20-31-00	GG-Operating	Galvanized pipe for Community Garden	$24.08
			54302	001-010-576-80-31-03	PK-Lundeen-Op Costs	Basketball court restoration	$52.75
			54408	101-016-542-64-31-00	ST-Traffic Control - Supply	Concrete for sign installation	$43.78
			54412	101-016-544-90-31-02	ST-Operating Cost	Supplies for volunteers	$188.05
			54490	101-016-544-90-31-02	ST-Operating Cost	Chain & Binder to hold down weed spray machine	$102.13
			54512	101-016-544-90-31-02	ST-Operating Cost	Adapter SCH40	$1.62
			54533	001-010-576-80-31-00	PK-Operating Costs	Mixed oil for weed eater & bathroom cleaner	$67.45
			54546	001-013-594-18-60-02	GG - City Hall Demo	Grade stakes	$25.87
			54552	001-013-594-18-60-02	GG - City Hall Demo	Dropcloth	$27.21
			54576	101-016-544-90-31-02	ST-Operating Cost	Chain & Bow saws	$253.11
			54617	001-010-576-80-31-00	PK-Operating Costs	Slug/snail bait	$20.67
			54622	001-008-521-20-31-02	LE-Minor Equipment	Locks for Radar Signs	$34.83
			54625	001-008-521-21-31-00	LE-Boating Minor Equipment	Trailer lock for boat	$29.39
			54665	001-007-559-30-31-01	PB-Operating Cost	Engineers hammer/100 ft measuring tape	$43.54
	42699					**Check Total**	**$401.19**
		6/8/2017	54546	101-016-544-90-31-02	ST-Operating Cost	Grade stakes for sidewalk repairs	$25.87
			54594	001-013-594-18-60-02	GG - City Hall Demo	Poly Tape for plumbing new City Hall	$7.02
			54633	001-013-594-18-60-02	GG - City Hall Demo	Electrical supplies for new city hall	$39.63
			54728	410-016-531-10-31-02	SW-Operating Costs	Grass seed/cable ties/wire 74th St	$80.00
			54735	001-012-569-00-31-00	CS-Aging Services-Supplies	Moss treatment at Senior Center	$16.32
			54757	101-016-544-90-31-02	ST-Operating Cost	No Trespassing sign for City owned houses	$17.34
			54769	101-016-544-90-31-02	ST-Operating Cost	Rope to block off guard rail	$31.00
			54792	101-016-544-90-31-02	ST-Operating Cost	Fitting for Glad Hand Air line PW40	$4.67
				410-016-531-10-31-02	SW-Operating Costs	Fitting for Glad Hand Air line PW40	$4.67
			54810	101-016-544-90-31-02	ST-Operating Cost	Batteries/stakes/pliers/flashlight Vernon Rd repair	$103.39
			54831	001-008-521-20-31-02	LE-Minor Equipment	Rain x car wash liquid	$17.40
			54889	001-008-521-50-48-00	LE-Facility Repair & Maint	Conduit for PFD cabinet repair	$14.15
			54965	001-013-518-20-31-00	GG-Operating	Toilet seat City Hall	$39.73
Nathan Adams	**42700**					**Check Total**	**$19.00**
		6/8/2017	051917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem DUI/Grager training - N Adams	$19.00

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	**42701**					**Check Total**	**$873.94**
		6/8/2017	2421-257288	101-016-544-90-31-02	ST-Operating Cost	Hydraulic filter - PW11	$4.18
				410-016-531-10-31-02	SW-Operating Costs	Hydraulic filter - PW11	$4.18
			2421-257488	101-016-544-90-31-02	ST-Operating Cost	Return Brake calipers for PW1	($43.56)
				410-016-531-10-31-02	SW-Operating Costs	Return Brake calipers for PW1	($43.56)
			2421-258070	410-016-531-10-31-02	SW-Operating Costs	Silicon sealer for PW26 to seal gasket	$35.15
			2421-258076	101-016-544-90-31-02	ST-Operating Cost	Replacment starter for PW40	$119.79
				410-016-531-10-31-02	SW-Operating Costs	Replacment starter for PW40	$119.78
			2421-258119	101-016-544-90-31-02	ST-Operating Cost	wiper blades for PW3	$8.70
				410-016-531-10-31-02	SW-Operating Costs	wiper blades for PW3	$8.70
			2421-258121	101-016-544-90-31-02	ST-Operating Cost	Gladhand/Air guage/filter to repair air lines	$45.77
				410-016-531-10-31-02	SW-Operating Costs	Gladhand/Air guage/filter to repair air lines	$45.77
			2421-258159	101-016-544-90-31-02	ST-Operating Cost	Grease Gun PW45	$17.54
				410-016-531-10-31-02	SW-Operating Costs	Grease Gun PW45	$17.54
			2421-258160	101-016-544-90-31-02	ST-Operating Cost	Brass air fittings PW40/19/26	$20.56
				410-016-531-10-31-02	SW-Operating Costs	Brass air fittings PW40/19/26	$20.56
			2421-258161	101-016-544-90-31-02	ST-Operating Cost	ME-1/2 inch air hose reel	$196.01
			2421-258162	101-016-544-90-31-02	ST-Operating Cost	DOT air line for replacements on PW19 & 40	$119.25
				410-016-531-10-31-02	SW-Operating Costs	DOT air line for replacements on PW19 & 40	$119.24
			2421-258597	101-016-544-90-31-02	ST-Operating Cost	Air Hose for compressor	$29.17
				410-016-531-10-31-02	SW-Operating Costs	Air Hose for compressor	$29.17
AFLAC	**0**					**Check Total**	**$1,763.16**
		6/1/2017	060117	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	$1,763.16
Jeffrey Allen	**42702**					**Check Total**	**$250.00**
		6/8/2017	051717	001-008-521-20-41-00	LE-Professional Services	Addl testing expense reimbursement-Allen	$250.00
Alpine Fire and Safety Sys Inc	**42703**					**Check Total**	**$127.30**
		6/8/2017	7949	001-008-521-20-31-02	LE-Minor Equipment	First aid supplies	$127.30
Jennifer Anderson	**42704**					**Check Total**	**$64.08**
		6/8/2017	050817	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem Training in Everett - J Anderson	$19.00
			052517	001-008-521-20-32-00	LE-Fuel	Fuel for van	$45.08
Assoc of Washington Cities EFT	**0**					**Check Total**	**$119,465.23**
		6/8/2017	06/2017	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	$119,465.24

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Assoc of Washington Cities EFT	**0**	6/8/2017	06/2017	001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	($0.01)
Wayne Aukerman	**42705**					**Check Total**	**$102.20**
		6/8/2017	052017	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem BAC refresher - Aukerman	$19.00
			52017	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem/mileage LSPD city vessel refresher - Aukerman	$83.20
Bio Clean Inc	**42706**					**Check Total**	**$310.37**
		6/8/2017	7948	001-008-521-20-41-00	LE-Professional Services	Hazardous materials Decontamination of PT65	$310.37
Adam Bryant	**42707**					**Check Total**	**$19.00**
		6/8/2017	042117	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem CIT Training - Everett - Bryant	$19.00
Canon Financial Services Inc	**42708**					**Check Total**	**$34.13**
		6/8/2017	17340328	101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & maint - City Shop	$17.07
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & maint - City Shop	$17.06
David Carter	**42709**					**Check Total**	**$201.54**
		6/8/2017	022417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-WA Safe School Org-Carter	$140.00
			051717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Student Threat Assessment-Carter	$22.00
			052317	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Bothell PD Tour-Carter group meal	$39.54
Cascade Collision Center Inc	**42710**					**Check Total**	**$1,179.49**
		6/8/2017	4157	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Repair of PT39	$1,179.49
CDW Government Inc	**42711**					**Check Total**	**$2,992.09**
		6/8/2017	HTP4319	510-006-518-80-31-00	Purchase Computer Equipment	Panasonic Toughbook CF-54F1445VM	$2,535.37
			HWJ6869	001-013-594-18-60-02	GG - City Hall Demo	Tripp 6U Wall Mount Rack/APC Power Saver/Tripp mounting kit	$442.88
			HWX5728	001-006-518-80-31-00	IT-Office Supplies	Tripp Lite 6 in UAB 3.0 SATA III Adapter	$13.84
Cemex Inc	**42712**					**Check Total**	**$2,106.41**
		6/8/2017	9435569797	101-016-544-90-31-02	ST-Operating Cost	Asphalt - cold mix 74th Street	$2,106.41
CHS Engineers LLC	**42713**					**Check Total**	**$11,050.76**
		6/8/2017	April2017	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2016-0090 Stevens Ridge Estates	$668.46
					PL-CA-Developer Reimb	Nourse Development	$5,882.84
				101-016-542-30-41-02	ST-Professional Service	LUA2017-0049 Mattison SP	$426.36
					ST-Professional Service	LUA2017-0038 Chapel 5	$875.16
					ST-Professional Service	LUA2017-0040 Knutson SP	$458.84
					ST-Professional Service	LUA2017-0055 Vernon Village BSP Revision	$878.72

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
CHS Engineers LLC	**42713**	6/8/2017	April2017	101-016-542-30-41-02	ST-Professional Service	LUA2017-0036 Eagle Glen North	$1,415.16
					ST-Professional Service	LUA2017-0072 McKay Plat	$445.22
City of Everett	**42714**					**Check Total**	**$26.22**
		6/8/2017	07803281 0517	101-016-543-50-47-00	ST-Utilities	Water services 9306 20th St SE	$26.22
Code Publishing Co Inc	**42715**					**Check Total**	**$49.99**
		6/8/2017	56491	001-003-514-20-41-00	CC-Professional Services	Municipal Code Publishing Ord 994	$49.99
Colt Mfg Co LLC	**42716**					**Check Total**	**$500.00**
		6/8/2017	R-69999	001-008-521-40-49-01	LE-Registration Fees	Rifle Armorer School Tuition-Irwin	$500.00
Columbia Ford Lincoln Mercury	**42689**					**Check Total**	**$33,595.60**
		5/26/2017	3-H1546	520-008-594-21-63-00	Capital Equipment	New Vehicle PT72 Ford Explorer VIN 1FM5K8AR8HGC87338	$33,595.60
	42717					**Check Total**	**$41,216.12**
		6/8/2017	3-H1791	530-016-594-48-60-00	Purchase Of Capital Equipment	2017 Ford White F550 Truck	$41,216.12
Comcast	**42718**					**Check Total**	**$146.18**
		6/8/2017	1009612 0517	001-013-518-20-42-00	GG-Communication	Internet services - VIC	$146.18
	42719					**Check Total**	**$115.68**
		6/8/2017	0692756 0517	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	$115.68
	42720					**Check Total**	**$86.18**
		6/8/2017	0810218 0517	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Drive	$86.18
Crandall Arambula PC	**42721**					**Check Total**	**$5,367.50**
		6/8/2017	13	001-007-558-70-41-00	PL-Economic Devel	Downtown Plan	$5,367.50
Curvature	**42722**					**Check Total**	**$833.44**
		6/8/2017	590902	001-013-594-18-60-02	GG - City Hall Demo	Internet switch at City Shop for new connection to new City Hall	$833.44
Dataquest LLC	**42723**					**Check Total**	**$339.00**
		6/8/2017	2456	001-005-518-10-41-00	HR-Professional Services	Background checks - new hires	$193.00
				001-010-576-80-41-00	PK-Professional Services	Background checks - new hires	$91.00
				410-016-531-10-41-01	SW-Professional Services	Background checks - new hires	$55.00
Day Wireless Systems	**42724**					**Check Total**	**$142.61**
		6/8/2017	437007	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Repair Broken DC plug	$142.61
Dept of Commerce	**42725**					**Check Total**	**$915,308.86**
		6/8/2017	PWTF-181163	401-070-591-35-71-02	PWTF 2006 - Principal	PWTF Loan # PW-06-962-020 Principle	$409,539.47

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Dept of Commerce	**42725**	6/8/2017	PWTF-181163	401-070-592-35-83-02	PWTF 2006 - Interest	PWTF Loan # PW-06-962-020 Interest	$20,476.97
			PWTF-330580	401-070-591-35-71-03	PWTF 2008 - Principal	PWTF Loan # PC08-951-023 Principle	$301,734.45
				401-070-592-35-83-03	PWTF 2008 - Interest	PWTF Loan # PC08-951-023 Interest	$33,190.79
			PWTF-81240	401-070-591-35-71-00	PWTF 2002 - Principal	PWTF Loan # PW-02-691-0029 Principle	$85,691.18
				401-070-592-35-83-00	PWTF 2002 - Interest	PWTF Loan # PW-02-691-0029 Interest	$2,570.74
			PWTF-98979	401-070-591-35-71-01	PWTF 2005 - Principal	PWTF Loan # PW-05-691-PRE-137 Principle	$52,631.58
				401-070-592-35-83-01	PWTF 2005 - Interest	PWTF Loan # PW-05-691-PRE-137 Interest	$9,473.68
Dept of Emergency Management	**42726**					**Check Total**	**$9,124.64**
		6/8/2017	I000436572	001-013-525-10-51-00	GG-Emergency	Q2 2017 Emergency Services	$9,124.64
Dept of Labor and Industries	**0**					**Check Total**	**$2,134.99**
		6/1/2017	1st Qtr	001-000-281-00-00-00	Payroll Liability Taxes	Addl Q1 Workers Comp	$2,134.99
Dept of Retirement (Deferred Comp)	**0**					**Check Total**	**$1,445.00**
		6/1/2017	060117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	$1,445.00
Dept of Retirement PERS LEOFF	**0**					**Check Total**	**$76,449.30**
		6/8/2017	060117	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	$76,449.30
Dept of Revenue	**0**					**Check Total**	**$536.81**
		6/8/2017	Q1 2017	001-013-518-90-49-06	GG-Excise Tax	Q1 2017 Excise taxes	$334.83
				410-016-531-10-44-00	SW-Excise Taxes	Q1 2017 Excise taxes	$201.98
Dicks Towing Inc	**42727**					**Check Total**	**$746.26**
		6/8/2017	160579	001-008-521-20-41-00	LE-Professional Services	Evidence towing case 2017-9745	$125.47
			166510	001-008-521-20-41-00	LE-Professional Services	Evidence Towing case 2017-10591 out of city tow	$263.28
			173506	001-008-521-20-41-00	LE-Professional Services	Evidence Towing case 2017-10591	$126.16
			173652	001-008-521-20-41-00	LE-Professional Services	Evidence Towing case 2017-10568	$116.16
			173659	001-008-521-20-41-00	LE-Professional Services	Towing disabled PT43 to City Shop	$115.19
E&E Lumber Inc	**42728**					**Check Total**	**$137.36**
		6/8/2017	120365	001-013-594-18-60-02	GG - City Hall Demo	2 fire treated sheets of 3/4 plywood	$137.36
Electronic Federal Tax Pmt System EFTPS	**0**					**Check Total**	**$63,626.03**
		6/1/2017	060117	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	$63,626.03
Electronic Business Machines	**42729**					**Check Total**	**$565.89**
		6/8/2017	AR68994	001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & Maintenance	$34.89
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier repair & Maintenance	$34.89

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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Electronic Business Machines	**42729**	6/8/2017	AR68994	101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & Maintenance	$34.89
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & Maintenance	$34.87
			AR70077	001-008-521-50-48-00	LE-Facility Repair & Maint	Copier repair & Maintenance	$196.92
			AR70079	001-007-558-50-48-00	PL-Repairs & Maint.	Copier repair & Maintenance	$57.36
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier repair & Maintenance	$57.36
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier repair & Maintenance	$57.36
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier repair & Maintenance	$57.35
Everett Stamp Works	**42730**					**Check Total**	**$125.34**
		6/8/2017	21244	001-013-518-20-31-00	GG-Operating	Nameplates for board & commission members	$111.24
			21747	001-013-518-20-31-00	GG-Operating	Nameplate for commission member	$14.10
Fastenal Company	**42731**					**Check Total**	**$79.77**
		6/8/2017	WAEV135229	001-010-576-80-31-00	PK-Operating Costs	Engine degreaser	$26.59
				101-016-544-90-31-02	ST-Operating Cost	Engine degreaser	$26.59
				410-016-531-10-31-02	SW-Operating Costs	Engine degreaser	$26.59
Financial Consulting Solutions Group	**42732**					**Check Total**	**$2,085.84**
		6/8/2017	2563-21705073	001-004-514-23-41-00	FI-Professional Service	Lake Stevens Strategic Financial Plan	$2,085.84
Brandon Fiske	**42733**					**Check Total**	**$38.00**
		6/8/2017	051117	001-008-521-20-43-00	LE-Travel & Per Diem	Per Deim for PSR-Fiske	$38.00
FloHawks Plumbing	**42734**					**Check Total**	**$671.91**
		6/8/2017	3065731	001-013-594-18-60-02	GG - City Hall Demo	Pump Honey Buckets - Temp City Hall	$671.91
Frontier	**42735**					**Check Total**	**$93.39**
		6/8/2017	4253340835 0517	001-013-518-20-42-00	GG-Communication	Telephone services	$31.13
				101-016-543-30-42-00	ST-Communications	Telephone services	$31.13
				410-016-531-10-42-00	SW-Communications	Telephone services	$31.13
	42736					**Check Total**	**$63.65**
		6/8/2017	4253979674 0517	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	$63.65
Gall LLC	**42737**					**Check Total**	**$1,875.55**
		6/8/2017	007491555	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Beazizo	$973.41
			007524446	001-008-521-20-31-02	LE-Minor Equipment	Name Plate - Beazizo	$18.83
			007542494	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Dyer	$137.19
			007575611	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Beazizo	$487.26

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Gall LLC	**42737**	6/8/2017	007585446	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Beazizo	$98.00
			007603237	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Dyer	$165.94
			007603238	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Dyer	$132.11
			007611183	001-008-521-20-31-02	LE-Minor Equipment	Uniform items - Dyer	($137.19)
Glens Welding and Machine Inc	**42738**					**Check Total**	**$318.18**
		6/8/2017	S9900	410-016-531-10-31-02	SW-Operating Costs	Walk behind saw for pavement cutting	$152.46
			S9906	001-010-576-80-31-00	PK-Operating Costs	Chain saw chain and Hydraulic hose for PW34	$21.79
				101-016-544-90-31-02	ST-Operating Cost	Chain saw chain and Hydraulic hose for PW34	$21.79
				410-016-531-10-31-02	SW-Operating Costs	Chain saw chain and Hydraulic hose for PW34	$21.79
			S9936	001-010-576-80-31-00	PK-Operating Costs	Weedeater parts	$33.45
				101-016-544-90-31-02	ST-Operating Cost	Weedeater parts	$33.45
				410-016-531-10-31-02	SW-Operating Costs	Weedeater parts	$33.45
Grainger	**42739**					**Check Total**	**$546.50**
		6/8/2017	9440127315	101-016-544-90-31-02	ST-Operating Cost	13 in spray gun	$138.46
			9445254510	001-010-576-80-31-00	PK-Operating Costs	Toilet tissue dispenser	$135.88
			9458209351	001-010-576-80-31-00	PK-Operating Costs	Lubricant/corrosion inhibitor	$59.94
				101-016-544-90-31-02	ST-Operating Cost	Lubricant/corrosion inhibitor	$59.94
				410-016-531-10-31-02	SW-Operating Costs	Lubricant/corrosion inhibitor	$59.93
			9458671576	001-010-576-80-31-00	PK-Operating Costs	Disinfecting wipes for safety supplies	$12.90
				101-016-544-90-31-02	ST-Operating Cost	Disinfecting wipes for safety supplies	$12.91
				410-016-531-10-31-02	SW-Operating Costs	Disinfecting wipes for safety supplies	$12.91
			9460132583	001-010-576-80-31-00	PK-Operating Costs	Batteries	$17.87
				101-016-544-90-31-02	ST-Operating Cost	Batteries	$17.88
				410-016-531-10-31-02	SW-Operating Costs	Batteries	$17.88
Granite Construction Supply	**42740**					**Check Total**	**$120.88**
		6/8/2017	262_00067533	101-016-544-90-31-02	ST-Operating Cost	cones & reflective tape	$39.20
			262_00067536	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs	$81.68
James Haugen	**42741**					**Check Total**	**$617.86**
		6/8/2017	051017	001-007-558-50-43-00	PL-Travel & Mtgs	Expense reimbursment WRPA Conferenc-Haugen	$617.86
HB Jaeger Co LLC	**42742**					**Check Total**	**$16.34**
		6/8/2017	185784/1	101-016-544-90-31-02	ST-Operating Cost	Pallet charge	$8.17
				410-016-531-10-31-02	SW-Operating Costs	Pallet charge	$8.17

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
HERC Rentals Inc	**42743**					**Check Total**	**$8,957.04**
		6/8/2017	29107288-004	001-010-576-80-31-03	PK-Lundeen-Op Costs	Lundeen Restoration Excavator rental	$7,067.62
			29261367-002	410-016-531-10-31-02	SW-Operating Costs	Trash pump rental for 74th Dr SE	$1,889.42
Honey Bucket	**42744**					**Check Total**	**$413.25**
		6/8/2017	0550322831	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Boat launch	$214.00
			0550322832	410-016-531-10-45-01	SW-Rentals-Leases	Honey Bucket rental - 74th St SE	$199.25
HRA VEBA Trust YA20192	**42693**					**Check Total**	**$8,679.46**
		6/1/2017	32317	001-000-284-00-00-00	Payroll Liability Other	25% Sick payout for Monken	$8,679.46
IACP	**42745**					**Check Total**	**$150.00**
		6/8/2017	1001237836	001-008-521-20-49-00	LE-Dues & Memberships	IACP membership 2017	$150.00
IPMBA	**42746**					**Check Total**	**$60.00**
		6/8/2017	2017	001-008-521-20-49-00	LE-Dues & Memberships	IPMBA membership - Warbis	$60.00
Iron Mountain Quarry LLC	**42747**					**Check Total**	**$3,843.05**
		6/8/2017	0264570	410-016-531-10-31-02	SW-Operating Costs	1 Man Rock - 74th St SE	$384.96
			0264653	410-016-531-10-31-02	SW-Operating Costs	1/4 Minus - 74th St SE	$75.70
			0264654	410-016-531-10-31-02	SW-Operating Costs	1 Man Rock - 74th St SE	$553.30
			0264801	410-016-531-10-31-02	SW-Operating Costs	1 man rock - Vernon project	$560.87
			0264845	410-016-531-10-31-02	SW-Operating Costs	1 man rock - Vernon project	$470.72
			0264846	410-016-531-10-31-02	SW-Operating Costs	1 man rock - Vernon project	$689.09
			0264881	410-016-531-10-31-02	SW-Operating Costs	1 1/4 Minus gravel - Vernon project	$126.36
			0264919	410-016-531-10-31-02	SW-Operating Costs	1 1/4 Minus gravel - Vernon project	$250.37
			0264951	410-016-531-10-31-02	SW-Operating Costs	1 man rock - Vernon project	$602.46
			0265017	410-016-531-10-31-02	SW-Operating Costs	1 1/4 Minus gravel - Vernon project	$129.22
Dennis Irwin	**42748**					**Check Total**	**$162.00**
		6/8/2017	022417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Washington Safe School Org-Irwin	$140.00
			051717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Student Threat Assessment-Irwin	$22.00
ISOutsource	**42749**					**Check Total**	**$685.00**
		6/8/2017	CW203025	001-006-518-80-41-00	IT-Professional Services	IT Consulting services	$685.00
J Thayer Company Inc	**42750**					**Check Total**	**$1,379.47**
		6/8/2017	1144606-0	001-007-558-50-31-00	PL-Office Supplies	Pens/cleaner/project planner/storage file	$48.06
				001-007-559-30-31-00	PB-Office Supplies	Pens/cleaner/project planner/storage file	$48.05

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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	**42750**	6/8/2017	1144723-0	001-008-521-20-31-00	LE-Office Supplies	Markers/legal pads/wipes	$92.51
			1146652-0	001-008-521-20-31-00	LE-Office Supplies	Toner	$580.21
			1146898-0	001-008-521-20-31-00	LE-Office Supplies	Graphing calculator	$184.03
			1147237-0	001-003-514-20-31-00	CC-Office Supply	Toner	$87.07
				001-004-514-23-31-00	FI-Office Supplies	Toner	$67.46
				001-007-559-30-31-00	PB-Office Supplies	Ink cartridges	$147.41
				001-013-518-20-31-00	GG-Operating	folders/paper/cleaner/key tags/pens	$39.20
			1148609-0	101-016-544-90-31-01	ST-Office Supplies	Wipes/Tissue/message book/files	$42.74
				410-016-531-10-31-01	SW-Office Supplies	Wipes/Tissue/message book/files	$42.73
Johns Cleaning Service	**42751**					**Check Total**	**$76.54**
		6/8/2017	MayApr	001-008-521-20-31-02	LE-Minor Equipment	Uniform cleaning	$76.54
JP Cooke Co	**42752**					**Check Total**	**$124.23**
		6/8/2017	453313	001-013-518-20-31-00	GG-Operating	Aluminum license tags for cats & dogs	$124.23
Joshua Kilroy	**42753**					**Check Total**	**$19.00**
		6/8/2017	051417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem Officer Survival training-Kilroy	$19.00
King County Directors Association Purchasing Dept	**42754**					**Check Total**	**$558,235.57**
		6/8/2017	300167267	001-013-594-21-60-00	GG - Property Purch - LE	Mobile Office for Temp City Hall	$340,844.27
				101-016-594-42-64-00	ST-Capital Expenditures	Mobile Office for Temp City Hall	$108,695.65
				410-016-594-31-60-01	SW - Capital Expenditure	Mobile Office for Temp City Hall	$108,695.65
Lake Industries LLC	**42755**					**Check Total**	**$11,756.88**
		6/8/2017	272464	410-016-531-10-31-02	SW-Operating Costs	Gravel for 74th Street SE project	$1,825.08
			272490	410-016-531-10-31-02	SW-Operating Costs	Gravel 74th Drive	$2,148.84
			272505	410-016-531-10-31-02	SW-Operating Costs	Gravel for 74th Drive SE	$250.83
			272506	410-016-531-10-31-02	SW-Operating Costs	Gravel for 74th Drive SE	$1,897.56
			272526	410-016-531-10-31-02	SW-Operating Costs	Gravel for 74th Drive SE	$177.46
			272640	410-016-531-10-31-02	SW-Operating Costs	Gravel 74th Drive	$95.72
			33154	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th St NE	$2,020.68
			33177	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th Drive	$3,273.21
			33198	410-016-531-10-31-02	SW-Operating Costs	Fill hauled in by the yard-74th St NE	$67.50
Lake Stevens Chamber of Commerce	**42756**					**Check Total**	**$1,500.00**
		6/8/2017	June2017	001-013-518-90-49-01	GG-Chamber of Commerce	June 2017 Contribution for VIC operations	$1,500.00

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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Stevens Police Guild	**42694**					**Check Total**	**$1,003.00**
		6/1/2017	060117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	$1,003.00
Lake Stevens School District	**42757**					**Check Total**	**$4,403.84**
		6/8/2017	0016170115	001-007-558-50-32-00	PL-Fuel	Fuel - April 2017	$7.66
				001-007-559-30-32-00	PB-Fuel	Fuel - April 2017	$96.93
				001-008-521-20-32-00	LE-Fuel	Fuel - April 2017	$2,738.94
				001-013-518-20-32-00	GG-Fuel	Fuel - April 2017	$7.66
				101-016-542-30-32-00	ST-Fuel	Fuel - April 2017	$745.32
				410-016-531-10-32-00	SW-Fuel	Fuel - April 2017	$807.33
	42758					**Check Total**	**$150.00**
		6/8/2017	2621	001-001-511-60-45-01	Legislative - Rentals	Council chamber rental April and May 2017	$150.00
LN Curtis & Sons	**42759**					**Check Total**	**$341.62**
		6/8/2017	INV102487	001-008-521-20-31-02	LE-Minor Equipment	Oregon city carrier & accessories - Barnes	$341.62
Lowes Companies	**42760**					**Check Total**	**$406.38**
		6/8/2017	920462	101-016-544-90-31-02	ST-Operating Cost	Cement mixer	$406.38
Makers Architecture and Urban Design	**42761**					**Check Total**	**$4,278.21**
		6/8/2017	1707-1	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Master Plan	$4,278.21
Helen Meis	**42762**					**Check Total**	**$292.28**
		6/8/2017	051117	001-007-558-50-43-00	PL-Travel & Mtgs	Per Diem & Mileage Planners Conference-Meis	$292.28
Miles Sand & Gravel	**42763**					**Check Total**	**$970.31**
		6/8/2017	1549853	001-013-594-18-60-02	GG - City Hall Demo	Ecology blocks	$245.03
			1550259	001-013-594-18-60-02	GG - City Hall Demo	Ecology blocks	$725.28
Modern Marketing	**42764**					**Check Total**	**$512.95**
		6/8/2017	MMI121888	001-008-521-30-31-00	LE-Community Outreach Supplies	Color Brite Crayons	$512.95
Nationwide Retirement Solution	**0**					**Check Total**	**$2,669.81**
		6/1/2017	060117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	$2,669.81
Neofunds by Neopost	**42765**					**Check Total**	**$792.48**
		6/8/2017	PPLN01 0517	001-008-521-20-42-00	LE-Communication	Postage machine rental & postage & supplies	$792.48
Northwest Assessment Services PLLC	**42766**					**Check Total**	**$1,200.00**
		6/8/2017	1869	001-008-521-20-41-00	LE-Professional Services	Pre-Employment Psychological Evaluations - New Hires	$1,200.00

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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
O Reilly Auto Parts	**42767**					**Check Total**	**$115.05**
		6/8/2017	2960-342434	101-016-544-90-31-02	ST-Operating Cost	Air Fittings PW40 and PW19	$47.73
				410-016-531-10-31-02	SW-Operating Costs	Air Fittings PW40 and PW19	$47.73
			2960-343901	001-008-521-20-31-02	LE-Minor Equipment	AC Compressor	$19.59
OSW Equipment & Repair LLC	**42768**					**Check Total**	**$7,118.88**
		6/8/2017	J016437	101-016-542-30-48-00	ST-Repair & Maintenance	Rugby Lift replacement PW19	$3,559.44
				410-016-531-10-48-00	SW-Repairs & Maintenance	Rugby Lift replacement PW19	$3,559.44
Partsmaster	**42769**					**Check Total**	**$68.86**
		6/8/2017	23151775	001-010-576-80-31-00	PK-Operating Costs	Gorilla Extractor socket set	$22.96
				101-016-544-90-31-02	ST-Operating Cost	Gorilla Extractor socket set	$22.95
				410-016-531-10-31-02	SW-Operating Costs	Gorilla Extractor socket set	$22.95
Perteet Engineering Inc	**42770**					**Check Total**	**$21,053.85**
		6/8/2017	20110012.023-1	301-016-544-40-41-00	Street Op - Planning -Design	20th Ave commersial Site Wetland Mitigation Plan	$6,190.28
			20110012.024-1	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Master Plan	$4,201.43
			20120176.001-23	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II-Segment 1 Design	$10,662.14
Pitney Bowes Inc	**42771**					**Check Total**	**$242.70**
		6/8/2017	1004262579	001-013-518-20-31-00	GG-Operating	Ink cartridges for postage machine	$142.53
			1004262580	001-013-518-20-31-00	GG-Operating	Cleaning kit for postage machine	$100.17
Melissa Place	**42772**					**Check Total**	**$292.28**
		6/8/2017	050817	001-007-558-50-43-00	PL-Travel & Mtgs	Per Diem and Mileage for PAW Spring Conference-Place	$292.28
PowerDMS Inc	**42773**					**Check Total**	**$1,252.35**
		6/8/2017	15774	001-008-521-20-41-01	LE-Proessional Serv-Fixed	PowerStandards for WASPC LE	$1,252.35
Powerplan	**42774**					**Check Total**	**$77.14**
		6/8/2017	10416439	101-016-544-90-31-02	ST-Operating Cost	Toggle/rocker switch for PW31	$38.57
				410-016-531-10-31-02	SW-Operating Costs	Toggle/rocker switch for PW31	$38.57
Quest Software Inc	**42775**					**Check Total**	**$1,297.18**
		6/8/2017	1000567995	510-006-518-80-49-00	License Renewal - Annual Maint	Dell Data Protection Rapid Recovery Maintenance renewal	$1,297.18
Rock Solid Trucking Inc	**42776**					**Check Total**	**$8,428.86**
		6/8/2017	16674	001-010-576-80-31-00	PK-Operating Costs	Play chips for park play grounds	$8,428.86
Royal Restrooms of Washington	**42777**					**Check Total**	**$1,975.00**
		6/8/2017	6296	001-013-594-18-60-02	GG - City Hall Demo	Portable Restroom rental 4/17-5/17	$1,975.00

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Gleb Shein	**42778**					**Check Total**	**$19.00**
		6/8/2017	051417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem Officer Survival-Shein	$19.00
Sherwin-Williams Co	**42779**					**Check Total**	**$151.50**
		6/8/2017	8160-5	001-010-576-80-31-03	PK-Lundeen-Op Costs	Paint for concession room at Lundeen park	$151.50
SirennetCom	**42780**					**Check Total**	**$2,532.18**
		6/8/2017	0214154-IN	001-008-594-21-63-00	LE-Capital Outlays Equipment	Lights for Traffic vehicle	$904.06
			0215448-IN	001-008-594-21-63-00	LE-Capital Outlays Equipment	Lights for Traffic vehicle	$1,628.12
Six Robblees Inc	**42781**					**Check Total**	**$197.61**
		6/8/2017	14-349858	101-016-544-90-31-02	ST-Operating Cost	Air Brake can/piggy back PW17	$28.58
				410-016-531-10-31-02	SW-Operating Costs	Air Brake can/piggy back PW17	$28.59
			14-349940	101-016-544-90-31-02	ST-Operating Cost	Air Fittings/gladhands/Air lines PW40	$70.22
				410-016-531-10-31-02	SW-Operating Costs	Air Fittings/gladhands/Air lines PW40	$70.22
Snohomish County Human Service	**42782**					**Check Total**	**$2,122.59**
		6/8/2017	I000436316	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q1 2017 Liquor excise taxes	$2,122.59
Snohomish County PUD	**42783**					**Check Total**	**$2,348.57**
		6/8/2017	104675632	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	$148.04
			111317595	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	$16.44
			111321950	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	$64.69
			124581586	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	$61.78
			134483557	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	$51.03
			134485605	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	$78.16
			134486352	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	$63.64
			134487859	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	$163.62
			140997790	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	$71.08
			150906248	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	$42.57
			150907145	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	$69.55
			150907540	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	$535.17
			150913420	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	$120.21
			157356679	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	$51.15
			157366046	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	$61.14
			157366048	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	$72.36
			160553650	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	$157.75

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	**42783**	6/8/2017	160553650	101-016-543-50-47-00	ST-Utilities	203599006 City Shop	$157.75
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	$157.79
			163771343	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	$158.40
			167023248	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	$46.25
Snohomish County PWS	**42784**					**Check Total**	**$4,655.70**
		6/8/2017	I000436453	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic Signal and sign repair	$4,655.70
Snohomish County PWV	**42785**					**Check Total**	**$1,823.86**
		6/8/2017	I000436233	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair	$1,823.86
Snohomish County Sherrifs Office	**42786**					**Check Total**	**$7.55**
		6/8/2017	2017-3742	001-008-523-60-51-00	LE-Jail	Prisoner Medical April 2017	$7.55
Sonsray Machinery LLC	**42787**					**Check Total**	**$455.11**
		6/8/2017	P06555-09	001-010-576-80-31-00	PK-Operating Costs	Blades for mower PW50	$151.71
				101-016-544-90-31-02	ST-Operating Cost	Blades for mower PW50	$151.70
				410-016-531-10-31-02	SW-Operating Costs	Blades for mower PW50	$151.70
Sound Publishing Inc	**42788**					**Check Total**	**$423.72**
		6/8/2017	EDH752215	001-007-558-50-41-03	PL-Advertising	LUA2017-0011 Shadowhawk SEPA MDNS	$142.88
			EDH758386	001-007-558-50-41-03	PL-Advertising	LUA2016-0190 Lyons Gate II Preliminary Plat	$80.96
			EDH758620	001-007-558-50-41-03	PL-Advertising	LUA2017-0019 20th Street SE Subarea	$89.56
			EDH758625	001-007-558-50-41-03	PL-Advertising	LUA2017-0011 Shadowhawk Preliminary Plat NPH	$80.96
			EDH761105	001-013-518-30-41-01	GG-Advertising	Library Board Special Meeting	$29.36
John Spencer	**42789**					**Check Total**	**$221.09**
		6/8/2017	060117	001-001-513-10-43-00	Executive - Travel & Mtgs	Mileage & Parking for Jan-May 2017	$221.09
Joseph Stabile	**42790**					**Check Total**	**$100.00**
		6/8/2017	LUA2017-0062	001-000-342-40-00-00	Protective Inspections - Fire	LUA2017-0062 Refund Fireworks permit fee	$15.00
				633-000-389-30-00-08	Fire DistrictFees	LUA2017-0062 Refund Fireworks permit fee	$85.00
Standard Insurance Company	**0**					**Check Total**	**$5,964.39**
		6/1/2017	060717	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	$148.00
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	$65.37
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	$105.79
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	$184.14
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	$0.00

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	**0**	6/1/2017	060717	001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	$141.89
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	$455.72
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	$219.87
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	$2,939.74
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	$211.17
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	$132.77
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	$815.09
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	$12.94
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	$531.90
Steuber Distributing Co	**42791**					**Check Total**	**$261.84**
		6/8/2017	2840077	001-010-576-80-31-00	PK-Operating Costs	Rye Grass seed	$261.84
Stilly Auto Parts Napa LLC	**42792**					**Check Total**	**$56.66**
		6/8/2017	825065	001-010-576-80-31-00	PK-Operating Costs	Pre-Cleaner/AirCleaner PW34	$18.88
				101-016-544-90-31-02	ST-Operating Cost	Pre-Cleaner/AirCleaner PW34	$18.89
				410-016-531-10-31-02	SW-Operating Costs	Pre-Cleaner/AirCleaner PW34	$18.89
Strategies 360	**42793**					**Check Total**	**$4,000.00**
		6/8/2017	772-24342	001-013-511-70-40-00	Lobbying Services	Federal Government Lobbying services-June 2017	$4,000.00
Symbol Arts	**42794**					**Check Total**	**$225.00**
		6/8/2017	0282109-IN	001-008-521-20-31-02	LE-Minor Equipment	Badge	$225.00
Systems Interface Inc	**42795**					**Check Total**	**$500.00**
		6/8/2017	20813	410-016-531-10-48-00	SW-Repairs & Maintenance	Lift Station Troubleshooting	$500.00
Teamsters Local No 763	**42695**					**Check Total**	**$1,144.00**
		6/1/2017		001-000-284-00-00-00	Payroll Liability Other	Union Dues	$1,144.00
Dean Thomas	**42796**					**Check Total**	**$19.00**
		6/8/2017	051017	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Building Supervisory Skills-Thomas	$19.00
ULINE	**42797**					**Check Total**	**$169.98**
		6/8/2017	87157859	001-008-521-20-31-02	LE-Minor Equipment	Handgun evidence box	$169.98
United Way of Snohomish Co	**42696**					**Check Total**	**$130.00**
		6/1/2017	060117	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	$130.00
Universal Field Services Inc	**42798**					**Check Total**	**$43.43**
		6/8/2017	48343	001-013-518-20-41-00	GG-Professional Service	Ridgeline & Grade Properties Land Exchange	$43.43

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
UPS	**42799**					**Check Total**	**$103.84**
		6/8/2017	74Y42157	001-008-521-20-42-00	LE-Communication	Evidense shipping	$15.77
			74Y42167	001-008-521-20-42-00	LE-Communication	Evidense shipping	$21.51
			74Y42197	001-008-521-20-42-00	LE-Communication	Evidense shipping	$31.47
			74Y42207	001-008-521-20-42-00	LE-Communication	Evidense shipping	$15.13
			74Y42217	001-008-521-20-42-00	LE-Communication	Evidense shipping	$19.96
Vantagepoint Transfer Agents - 307428	**42697**					**Check Total**	**$1,155.15**
		6/1/2017	060117	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp	$1,155.15
Verizon Northwest	**42800**					**Check Total**	**$3,172.28**
		6/8/2017	9786325613	001-001-511-60-42-00	Legislative - Communication	Wireless phone services	$387.73
				001-001-513-10-42-00	Executive - Communication	Wireless phone services	$52.56
				001-002-513-11-42-00	AD-Communications	Wireless phone services	$52.56
				001-003-514-20-42-00	CC-Communications	Wireless phone services	$55.39
				001-005-518-10-42-00	HR-Communications	Wireless phone services	$52.56
				001-006-518-80-42-00	IT-Communications	Wireless phone services	$105.12
				001-007-558-50-42-00	PL-Communication	Wireless phone services	$157.68
				001-007-559-30-42-00	PB-Communication	Wireless phone services	$106.52
				001-008-521-20-42-00	LE-Communication	Wireless phone services	$1,547.31
				001-010-576-80-42-00	PK-Communication	Wireless phone services	$218.28
				101-016-543-30-42-00	ST-Communications	Wireless phone services	$218.28
				410-016-531-10-42-00	SW-Communications	Wireless phone services	$218.29
Vermeer Northwest Sales Inc	**42801**					**Check Total**	**$88.87**
		6/8/2017	S46535	101-016-544-90-31-02	ST-Operating Cost	Sump pump strainer	$44.44
				410-016-531-10-31-02	SW-Operating Costs	Sump pump strainer	$44.43
Jerad Wachtveitl	**42802**					**Check Total**	**$44.60**
		6/8/2017	051817	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem Homicide Conference-Wachtveitl	$44.60
Steve Warbis	**42803**					**Check Total**	**$76.00**
		6/8/2017	052917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Station Training-Warbis	$76.00
Washington Assoc of Sheriffs and Police Chiefs	**42804**					**Check Total**	**$375.00**
		6/8/2017	DUES 2017-00500	001-008-521-20-49-00	LE-Dues & Memberships	WASPC associate dues - Ubert	$75.00
			INV027469	001-008-521-40-49-01	LE-Registration Fees	WASPC 2017 Conference Registration - Dyer	$300.00

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Washington Dept of Ecology	**42805**					**Check Total**	**$18,368.00**
		6/8/2017	2017RSWAR045523	410-016-531-10-51-01	SW-DOE Annual Permit	2017-2018 Annual Regional Stormwater Monitoring Permit	$18,368.00
Washington State Support Registry	**0**					**Check Total**	**$402.46**
		6/1/2017	060117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	$402.46
Washington Teamsters Welfare Trust EFT	**0**					**Check Total**	**$2,181.00**
		6/8/2017	07/2017	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	$2,181.00
Washington Tractor	**42806**					**Check Total**	**$10.46**
		6/8/2017	1287258	101-016-544-90-31-02	ST-Operating Cost	Key Kit PW30	$5.23
				410-016-531-10-31-02	SW-Operating Costs	Key Kit PW30	$5.23
Wave Broadband	**42807**					**Check Total**	**$731.77**
		6/8/2017	02421798	001-002-513-11-42-00	AD-Communications	Telephone Service	$10.76
				001-003-514-20-42-00	CC-Communications	Telephone Service	$21.51
				001-004-514-23-42-00	FI-Communications	Telephone Service	$21.51
				001-005-518-10-42-00	HR-Communications	Telephone Service	$10.75
				001-006-518-80-42-00	IT-Communications	Telephone Service	$32.27
				001-007-558-50-42-00	PL-Communication	Telephone Service	$69.96
				001-007-559-30-42-00	PB-Communication	Telephone Service	$10.76
				001-008-521-20-42-00	LE-Communication	Telephone Service	$365.88
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	$10.76
				001-012-575-50-42-00	CS-Comminity Center - Comm	Telephone Service Senior Ctr	$10.76
				001-013-518-20-42-00	GG-Communication	Telephone Service	$43.03
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	$61.91
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	$61.91
	42808					**Check Total**	**$650.94**
		6/8/2017	02425699	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	$650.94
Weed Graafstra & AssociatesTrust Account	**42809**					**Check Total**	**$1,750.00**
		6/8/2017	20th St SE	301-016-544-40-41-00	Street Op - Planning -Design	20th St SE/Steadman-Application fee/initial appraisal fee	$1,750.00
	42810					**Check Total**	**$27,200.00**
		6/8/2017	20th St SE 2	301-016-544-40-41-00	Street Op - Planning -Design	20th St SE/Perekopsky-Final Settlement	$27,200.00

Checks to be Approved for 5/19/2017 to 6/8/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Western Conference of Teamsters Pension Trust	**42698**					**Check Total**	**$2,763.65**
		6/1/2017	060117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	$2,763.65
WSDA	**42811**					**Check Total**	**$113.40**
		6/8/2017	1390	001-008-521-20-41-00	LE-Professional Services	Inspection of taxi meter	$113.40
Zachor and Thomas Inc PS	**42812**					**Check Total**	**$10,992.13**
		6/8/2017	705	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor retainer - May 2017	$10,992.13
Total							**$2,053,758.09**

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, May 23, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER:	7:01 p.m. by Mayor Pro Tem Kurt Hilt
ELECTED OFFICIALS PRESENT:	Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch (7:14 p.m.), Rauchel McDaniel, Kathy Holder, Marcus Tageant
ELECTED OFFICIALS ABSENT:	Mayor John Spencer
STAFF MEMBERS PRESENT:	City Administrator Gene Brazel, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Senior Accountant Josh Roundy Deputy City Clerk Kathy Pugh, Officer Jeff Beazizo and City Attorney Grant Weed, Beth Braun, Communications/ Administrative Assistant, Lake Stevens Police Officers: Commander Ron Brooks, Sgt. Rob Miner, Sgt. Craig Valvick; Police Support Officer Cindy Brooks, Records Supervisor Jennifer Anderson, Officer Gleb Shein, Officer Chad Wells and Records/Evidence Clerk Deb Smith
OTHERS:	Jeff Ketchel, Snohomish Health District; Judge Fred Gillings, Judge Lorrie Towers, Assistant Court Administrator Kim Ricker

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Pledge of Allegiance: Mayor Pro Tem Kurt Hilt introduced Kenzie Green, a third grader at Mt. Pilchuck Elementary, who led the Pledge of Allegiance.

Mayor Pro Tem Hilt then called for a moment of silence in recognition of the events that took place in Manchester, England on May 22, 2017.

Roll Call: All Councilmembers present.

Approval of Agenda: Mayor Pro Tem Hilt said that one item is being added to the Agenda as Action Item F, Approval of Professional Services Agreement with CIC Valuation re Williams Property Appraisal.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to approve the agenda with the noted addition of Action Item F. On vote the motion carried (6-0-0-1).

Citizen Comments:

DRAFT

Seth Weeks, 8927 First Place SE, Lake Stevens, advised of recent parking issues in his cul de sac. Historically residents have parked half on the street and half on the sidewalk to allow vehicle clearance on the roadway. New residents complained, with the end result being the City installed no parking signs along the roadway. Mr. Weeks asked if there is a better way to resolve this concern.

Bill Hobday, Post Office Box 759, Lake Stevens, spoke against allowing alcohol in the City's parks.

Dick Todd, 825 99th Avenue SE, Lake Stevens, said a couple of issues remain unresolved with the City in its desire to develop without respect to the law. He commented on the Eagle Glen plat approval by City Council on February 28, 2017 that was made without Sewer District approval. Mr. Todd said that now the Sewer District is investigating the City processes as they relate to the Eagle Glen development.

New Employee Introductions: Chief Dyer introduced Jeff Beazizo, who joined the Police Department as Support Services Commander. Chief Dyer reviewed Commander Beazizo's background and his career accomplishments. Mayor Pro Tem Hilt administered the ceremonial oath of office.

Guest Business:

Snohomish Health District: Jeff Ketchell, Interim Administrator of the Snohomish Health District, introduced himself, and said he is here to thank the City for its financial contribution to assist with Snohomish Health District activities and programs. (Councilmember Welch arrived at 7:14 p.m.)

Mr. Ketchell focused his comments on three areas: making Lake Stevens residents' lives simpler, safer and healthier. He reviewed that the Health District is working on simplifying the ability for food truck operators to obtain permits in Snohomish County. The Health District is working to simplify the availability of data and research results to the public. They are also working to make Snohomish County safer by addressing vaping, including higher usage of vaping by youth and providing education about vaping to middle schools throughout Snohomish County, including all three Lake Stevens middle schools. The Snohomish Health District continues to work on addressing the opioid epidemic, including establishing a medicine return program funded by the pharmaceutical industry, developing policies around healthy housing, and safe handling of sharps and increased treatment options. Finally, the Health District is working to make Snohomish County healthier by addressing the mumps epidemic, and also a resurgence of tuberculosis, by making vaccinations more available and aggressively tracking and monitoring communicable diseases.

Mr. Ketchel next updated that the Health District is actively engaged in the recruitment process for a new Health Officer. He noted this is a very specialized position and requires a person with both their M.D. and a Masters in Health.

Marysville Court: Judge Fred Gillings, from the Marysville Municipal Court, introduced himself, Judge Lorrie Towers and Assistant Court Administrator Kim Ricker. He then presented a PowerPoint presentation which provided an overview of the court services provided to Lake Stevens, including historical and current court activities, case loads and specific court services provided, including interpreter services. Judge Gillings said that some services have been

streamlined so they can be provided in a more economical manner. Challenges include limited jail capacity and the difficulty of transporting prisoners for court hearings. The Court is now using SCORE video hearings, which is more efficient than transporting prisoners to hearings. Also, the Court is making more information available to the public via its web page. Other improvements include portable alcohol monitoring units, secured continuous alcohol monitoring, and improved courthouse security. Judge Gillings identified areas where the Court continues to work on improvements, including community outreach and paperless court initiatives.

Council Business:

- Councilmember Daughtry: Snohomish County Cities for Improved Transportation ("SCCIT"); Sound Transit update
- Councilmember Petershagen: Sewer District meetings where the discussion is about increasing the commissioners from three to five.
- Councilmember Hilt: Veterans Commission work plan.
- Councilmember Welch: Human Resources Director interview process.
- Councilmember McDaniel: Public Works Subcommittee: stormwater retention ponds and vaults cleaned up, and cleaning up construction; Public Works Appreciation Week
- Councilmember Holder: No update.
- Councilmember Tageant: No update.

Mayor's Business: No Report.

City Department Report.

- City Administrator Brazel: An offer has been extended for the Human Resources Director position; interviews scheduled for the Senior Planner and City Engineer positions, seasonal employee hiring is ongoing.
- Community Development Director Wright: Design Review Board and Planning Commission meetings; Downtown Plan is moving forward. The next public meeting for the North Cove Park is scheduled for June 20.
- Public Works Director Durpos: Updated on storm cleanup and Public Works is busy closing out projects.
- Police Chief Dyer: Marine Patrol starts this weekend; Health & Safety Fair is June 10; the Law Enforcement Special Olympics Torch Run, is June1; Aquafest. Public Safety Committee: new building, immigration policy.

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve (A) 2017 Vouchers [Payroll Direct Deposits of $178,783.04, Payroll Checks 42550-42555 in the amount of $10,402.48, Tax Deposits of $78,352.56, Electronic Funds Transfers (ACH) in the amount of $4,572.46, Claims Check Nos. 42549, 42556-42686 totaling $441,231.03, Void Check No. 42458 in the amount of $43.44, Total Vouchers Approved: $713,298.13]; (B) City Council Regular Meeting Minutes of April 25, 2017, (C) City Council Regular Meeting Minutes of May 9, 2017 and (D) Interlocal Agreement with Snohomish County for Traffic Signal Maintenance. On vote the motion carried (7-0-0-0).

Action Items:

Approve Nomination of Susan Green to Parks Board: Mayor Pro Tem Hilt said that Susan Green was previously interviewed for a Parks Board position. Following that interview, Ms. Green was nominated by Mayor Spencer to fill a vacancy on the Parks Board and successfully completed the Washington State Patrol background check. Council is asked to confirm the nomination of Ms. Green to the vacant Position No. 7 on the Parks Board, for a term that expires on December 31, 2017. Ms. Green will be able to request reappointment to the board prior to the expiration of this appointment.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Holder, to confirm the appointment of Susan Green to Position No. 7 on the Parks Board to fill a vacancy for a term that expires December 31, 2017. On vote the motion carried (7-0-0-0).

Mayor Pro Tem Hilt then administered the Oath of Office to Ms. Green, and to Ann Hilton-Adams, who was appointed on May 9, 2017 to fill a vacancy on the Library Board.

Authorize Mayor to Enter into Interlocal Agreement with City of Marysville for Outdoor Video Services for Movies in the Park: Parks and Recreation Coordinator Jim Haugen presented the staff report and said that the Arts Commission is currently working to schedule two movie nights, one on Friday, August 11, and the second on Friday, August 25, 2017 in Lundeen Park. Marysville will contract with the City to provide video equipment and an equipment operator at a substantial cost savings, versus using an outside vendor. The business that previously hosted Movie in the Park has declined to do so this year. Movies will be narrowed to a selection for each movie night and then the public will be asked to vote on their choice. Mr. Haugen then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Holder, to authorize the Mayor to enter into an Interlocal Agreement with City of Marysville for Outdoor Video Services for Movies in the Park. On vote the motion carried (7-0-0-0).

Approve Request by Lake Stevens Rotary for Alcohol in the Park in Conjunction with Music on the Lake: Mr. Haugen presented the staff report and said that the Lake Stevens Rotary Club has requested to sell beer and wine beverages in a designated area during the two Music on the Lake events scheduled for the Sunday afternoons of July 9 and 23, 2017 in Lundeen Park. Rotary will donate a portion of the proceeds from these sales to the Lake Stevens Arts and Parks Foundation. The Arts Commission has submitted a Special Event application, and Rotary has made application to the WSLCB for a Special Occasion Permit. Mr. Haugen added that LSMC 10.03.150 provides that City Council may approve the sale of alcoholic beverages in city parks. Mr. Haugen then responded to Councilmembers' questions including what kind of law enforcement will be available, is there any precedent for alcohol at the Music on the Lake, and whether other communities and the County allow alcohol in the park. Additionally there was discussion as to how many people are estimated to be attending the event versus how many people will utilize the beer and wine area, and it was commented that it is important that Music on the Lake remain the primary event and that it be family oriented.

Councilmember Welch said as liaison to the Arts Commission he has been attending the Arts Commission meetings and that with all of the work being done in the parks, the commission has taken on the task of maximizing the events, including changing event locations with a view to focusing on the lake and enjoying the summer.

Discussion ensued as to whether there will also be food available. Director Wright explained that the food vendor is tied to the special event permit and is a staff level decision.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Tageant, to approve the selling of beer and wine by the Rotary Club of Lake Stevens at the Music on the Lake events on July 9 and 23, 2017. On vote the motion carried (7-0-0-0).

Approve Amendment to Interlocal Agreement with Snohomish County re SWAT Team: Chief Dyer presented the staff report and said that the existing Interlocal agreement, established in 2012, between Snohomish County and City of Everett provides that additional entities can be added to the Interlocal by amending the agreement. The Region I SWAT Team has invited Lake Stevens to participate with the team. This is an excellent way to pool resources resulting in the presence of highly trained and highly skilled police tactical units, which will result in the reduction of risk of injury and loss of life to citizens, police officers and suspects in critical incidents. Chief Dyer then responded to Councilmembers' questions.

Councilmember Hilt spoke in support of the Interlocal agreement, saying that having officers from Lake Stevens on the team will improve transitions and communications for any events occurring in Lake Stevens, thereby enhancing both public safety and officer safety.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Petershagen, to approve the amendment to the Interlocal Agreement between Snohomish County and City of Everett for Lake Stevens to participate in the Region 1 SWAT Team. On vote the motion carried (7-0-0-0).

Approve Supplemental Agreement No. 1 with CHS re South Lake Stevens Shoulder Widening: Director Durpos presented the staff report and said that approval of this Supplemental Agreement No. 1 will allow the City to move forward with the design of the South Lake Stevens Shoulder Widening project, which was previously identified as a safety concern and a high priority project by the City Council. Moving forward now will allow this project to be ready for construction during the 2017 construction season. Director Durpos then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to approve Supplemental Agreement No. 1 with CHS Engineers to design the South Lake Stevens Shoulder Widening for an amount of $23,000.00 and approve a management reserve of $3,450.00. On vote the motion carried (7-0-0-0).

Approve Professional Services Agreement with CIC Valuation Group, Inc. for Appraisal and Consultant Services: Director Wright said tonight's requested action is to authorize the Professional Services Agreement with CIC Valuation Group for appraisal and consulting services. The scope of work provides for a subconsultant to do land use review. This appraisal would be for the expansion of North Cove Park and the properties known as the Williams properties. Council acted on this earlier this year to begin the condemnation process so these properties can be incorporated into the park. The land use component would provide information to the appraiser regarding economic feasibility, that will be considered in completing the appraisal. Director Wright said there are a couple of discrepancies in the Professional Services Agreement: (1) Council's action to move forwarded provided for only three parcels, so

the fourth parcel number ending in 700 needs to be removed at page one, and (2) the reference to four parcels in Exhibit A also needs to be removed.

Councilmember Welch said that he will be voting against approval of this professional services agreement as he voted against the condemnation ordinance.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Petershagen, to approve the Professional Services Agreement between City of Lake Stevens and CIC Valuation Group for appraisal and consultant services in the total amount of $54,500. On vote the motion carried (6-1-0-0).

Executive Session: None.

Discussion Items:

Review of Contracts with Lake Stevens Chamber of Commerce: City Administrator Brazel said this matter is brought forward this evening for further discussion following Council's request at the retreat in January.

Councilmember Tageant asked if the Chamber is not able to remain in the Visitor Information Center would the City need to give the Chamber compensation for any improvements. City Attorney Weed responded the agreement has a termination clause that requires 90 days written notice, and that if a termination is by the City for cause there is no credit available, so it depends upon the reason for terminating the agreement.

Councilmember Hilt said one of the concerns is that the City has a contract that does not have any performance metrics, although there are verbal commitments. Councilmember Hilt and the Mayor are requesting that Council review the contract, and he is asking if the Council is interested in amending or terminating the contract. If the contract is terminated there is a provision that with termination there would be time to potentially renegotiate the contract.

Responding to Councilmember Petershagen's question, Councilmember Hilt said that specific performance metrics would be negotiated by the Mayor. Currently there is not any accountability.

Councilmember Holder suggested looking at examples of other by other local cities that show how they are working with their Chamber of Commerce.

Councilmember Petershagen described that the City of Marysville contributed monetarily to support the Chamber but the relationship as far as facility usage was between the Chamber and the Tulalip Tribes. There were performance requirements for serving as a Visitor Information Center.

Councilmember Welch suggested having the Mayor and Economic Development subcommittee review this matter.

Councilmember Daughtry provided statistics regarding the Chamber and Visitor Information Center including that the hours of operation are six days a week from 10:00 a.m. to 6:00 p.m. all days except Sunday, when it is open from 10:00 a.m. to 4:00 p.m.; Sundays are staffed by volunteers, in the past six months 2,167 people have come through the door asking for a wide

variety of information and assistance; and 1,454 people asked about the Food Bank. Councilmember Daughtry said the Chamber maintains statistics on everything including walk-in visitors and emails. During the previous six months there have been 938 telephone calls and 1,286 emails that were directed to the Visitor Information Center. This does not include any Facebook posts, but the Facebook page Discover Lake Stevens has over 23,000 follows. This totals about 28,000 communications with the Visitor Information Center. Councilmember Daughtry said with this information he is uncertain about what is being asked as far as metrics.

Councilmember Hilt responded that the contract is silent as to spelling out metrics such as hours of operation.

Councilmember Welch encouraged that this go back to the subcommittee and that they bring a recommendation back to Council.

Councilmember Tageant asked who the volunteers are and if they are being background checked.

Councilmember Hilt clarified that the question before Council is, is it better to terminate the contract which would give the Mayor 120 days to renegotiate the contract, or is it better to amend or modify the contract.

Councilmember Holder supported modification and working with the Economic Development subcommittee and the Mayor to work out the metrics the City is looking for.

Councilmember McDaniel supported referring this to the Mayor and Economic Development subcommittee, and noted the Chamber has attended some of the Economic Development subcommittee meetings and provided some of the information that was provided tonight.

There was consensus to ask the Mayor to review Council's concerns and refer this to the Economic Development subcommittee.

Adjourn:

Moved by Councilmember Welch, seconded by Councilmember Hilt, to adjourn the meeting at 8:37 p.m. On vote the motion carried (7-0-0-0).

_____ _____

John Spencer, Mayor Kathy Pugh, Deputy City Clerk

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Makers Professional Services Contract

Contact Person/Department:	Russ Wright, Community Development Director	**Budget Impact:**	Facilities

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:
Authorize the Mayor to execute Amendment No. 1 to the Professional Service Agreement with Makers to develop a master plan for the municipal campus at Chapel Hill.

SUMMARY/BACKGROUND:

City Council authorized the Mayor to sign a Professional Service Agreement (PSA) with Makers on March 28, 2017 to develop a master plan for the municipal campus at Chapel Hill. The original PSA as written only identified the city's portion of the contract, not the full contract amount to be shared with the library. Staff also verbally requested a budget for wetlands work to be done under this project, which Council approved.

Amendment No. 1 to the PSA includes language that identifies the entire contract amount for Makers' services of $158,672, shared costs between the city and Library of $106,677 (each agency is responsible for 50 percent of this cost), and the city's individual costs for the financing model and needs assessment of $51,966.

The scope of the project remains the same and will include:

- Needs Assessment for necessary office space for city departments over the next 20 years;
- Facility needs for civic/non-profit uses that may be able to share this site;
- A traffic analysis;
- Three site alternatives that identify appropriate locations for the library, city buildings and other civic/non-profit uses at the Chapel Hill site; and
- Makers will help develop a financing scheme for the city and a cost-sharing model for joint infrastructure use with Sno-Isle that may include utilities, stormwater, and parking.

Makers will bill the city for services performed. The city will pay its common and individual shares and forward the remaining invoice to Sno-Isle Libraries for their proportionate share that benefits the Library.

APPLICABLE CITY POLICIES: Capital Facilities Plan

BUDGET IMPACT: Expenditure of Funds for Professional Services

ATTACHMENTS:
Attachment A – Amendment No. 1

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND MAKERS ARCHITECTURE AND URBAN DESIGN, LLP FOR CONSULTANT SERVICES

This Amendment No. 1 to Professional Services Agreement between City of Lake Stevens ("City") and Makers Architecture and Urban Design, LLP ("Consultant") for Consultant Services is made and entered into this _____ day of June, 2017.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into a Professional Services Agreement for Consultant Services dated March 28, 2017 for Consultant to provide its expertise and services in assisting the City to create the Chapel Hill Civic Center Site Development Plan as identified in the Scope of Services attached to the Professional Services Agreement; and

WHEREAS, the Site Development Plan is being developed in conjunction with services provided by Consultant to Sno-Isle Regional Libraries ("Library"), who owns the adjoining property, under the terms and conditions contained in an Interlocal Agreement between Sno-Isle Intercounty Rural Library District and the City dated August 23, 2016; and

WHEREAS, City and Consultant wish to amend the terms of the Professional Services Agreement dated March 28, 2017 to more clearly define the obligations of City, Sno-Isle Libraries and the Consultant,

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:

1. Each and every provision of the Original Agreement for Professional Services dated March 28, 2017 shall remain in full force and effect, except as modified in the following sections:

2. Article IV, Payments is modified to more clearly delineate the costs of the project and the responsibilities of the parties as follows:

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event, shall the compensation paid to Consultant under this Agreement by the City and Library exceed $158,672 without the written agreement of the Consultant and the City and said amount shall be full compensation for work performed and services rendered for all labor, materials, supplies, equipment and incidentals necessary to complete the work for both the Library and the City. In the event the City and Sno-Isle elect to expand the scope of services from that set forth in Exhibit A, the City and Sno-Isle shall pay Consultant a mutually agreed amount.

b. Shared expenses between City and Library are $106,677. Consultant will invoice City, clearly identifying services provided to City and services provided to Library. City will process payment of its portion of each invoice and pay Consultant directly. City

will provide invoice to Library and Library will process payment for its portion of each invoice and pay Consultant directly.

c. City is responsible for an additional $51,996 for Consultant services including a needs assessment to identify future space needs for police and administrative functions at Chapel Hill.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement as of the date and year first above written.

CITY OF LAKE STEVENS	MAKERS ARCHITECTURE AND URBAN DESIGN, LLP
By:_____	_____
John Spencer, Mayor	Julie Bassuk, Partner

ATTEST/AUTHENTICATED

By:_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

_____
Grant K. Weed, City Attorney

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Kidder Mathews Professional Services Contract

Contact Person/Department:	Russ Wright, Community Development Director	**Budget Impact:**	Facilities

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:
Authorize the Mayor to execute a Professional Service Agreement (PSA) not to exceed $10,000 with Kidder Mathews for appraisal services.

SUMMARY/BACKGROUND:

The city is requesting Council approval for the Mayor to sign a PSA with Kidder Mathews for appraisal services for the city's recently acquired properties (Parcel Numbers 00457000002102 and 00457000002201) and adjoining properties (Parcel Numbers 00457000002304, 00457000002401, 00457000002501 and 00457000002502) located near 20th Street SE and SR-9. The proposed budget would not exceed $10,000. The appraisal is necessary to determine value for the private properties for potential acquisition for street and stormwater needs as identified in the city's capital facilities plan and future sale of unneeded portions of city property. The city would surplus any property not needed for public purpose per the city's municipal code standards.

The scope of the project will include determining a per square foot value for city and private parcels including areas needed for roads and stormwater facilities, other areas of public need, wetland areas and areas likely to be designated for surplus.

APPLICABLE CITY POLICIES: Capital Facilities Plan

BUDGET IMPACT: Expenditure of Funds for Professional Services

ATTACHMENTS:
Attachment A – PSA and Scope of Services

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS WASHINGTON AND KIDDER MATHEWS FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Kidder Mathews, LLC, a Washington Limited Liability Company ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services for an Appraisal Report as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

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 Scope of Services 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 Services 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 produced under this Agreement 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 Agreement

shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence upon all parties signature to this agreement and shall terminate four business weeks after signing of this agreement. The parties may extend the term of this Agreement by written mutual 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**.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below.)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for

all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** 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 sole 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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. Public Records Requests.
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE**.

a**. Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(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. $1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. 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.

f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of A.M. Best VII rating.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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, sexual orientation, 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 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **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.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant

has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

_____
_____
_____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $10,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the

City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES**. Notices to the City and Consultant shall be sent to the following addresses:

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk 1812 Main Street (Physical Address) Post Office Box 257 (Mailing Address Lake Stevens, WA 98258 Telelephone: 425.334.1012	Kidder Mathews, LLC Attn: Christopher Berger, Senior Vice President 500 108th Avenue NE, Suite 2400 Bellevue, WA 98004 Telephone: 425.454.7040

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) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

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

V.6 **NONWAIVER**. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT**. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

KIDDER MATHEWS, LLC

By:_____
Christopher Berger, Senior Vice President

APPROVED AS TO FORM:

_____
Grant K. Weed, City Attorney

Kidder Mathews

May 31, 2017

Mr. Grant Weed, City Attorney
Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Ave., Suite 102
Snohomish, WA 98290

Via e-mail to Candy Schorpp - candys@snohomishlaw.com

RE: Engagement of Services – Appraisal Report

Dear Mr. Weed:

We are pleased to have the opportunity to furnish appraisal services involving the following two properties:

Nordin Property	City Property
SWC of SR-9 & 20th St. E.	9208 21st St. SE
Lake Stevens, WA	Lake Stevens, WA
(5 parcels)	(2 parcels)

The purpose of this letter is to confirm the scope of our services for this engagement, our office practices and policies. We will prepare an appraisal report for each property or one comprehensive appraisal for both properties (options listed below) using an appraisal process in accordance with the appraisal reporting standards of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. It will contain the descriptions, comparative data, analyses, conclusions and exhibits generally considered essential to a documented appraisal report. In addition, our services will comply with and be subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The intended user(s) of this appraisal(s) are the City of Lake Stevens employees, council and any direct assigns. The intended use of this appraisal(s) is for potential acquisition and future land use decisions associated with the master plan.

The scope will include a physical inspection of the properties and inclusion of all applicable value approaches to provide credible value conclusions. The fee simple interest will be the property right appraised. The specific value conclusions will be presented for each property:

Nordin Property

1. Determine value for the entire Nordin property.
2. Determine value for the portion of the Nordin property shown hatched in blue on the Map future subdivision (attached).
3. Determine value of the portion of the Nordin property shown hatched in green on the Map future subdivision.
4. Determine value of the southerly portion of the Nordin property shown without crosshatching on the Map future subdivision (future detention pond property and future street).
5. Establish values per square foot for each of the above value conclusion so that adjustments can be made once surveying is complete and exact sizes are known.

City Property

1. Determine value of the City property hatched in blue on Map future subdivision (attached).
2. Determine value of the City property hatched in red on Map future subdivision.
3. Determine value of the City property shown without hatching on Map future subdivision (wetlands, wetland buffer and future street location).
4. Establish values per square foot for each of the above so that adjustments can be made once surveying is complete and exact sizes are known.

If the properties are appraised separately (in two different appraisal reports), the cost of the Nordin Property appraisal will be $5,500, and the cost of the City Property appraisal will be $4,500. If the two properties are appraised in one report, the total fee for one comprehensive appraisal will be $9,500. Please check your option under the signature block.

The fees are based on the scope and timing of our analysis as outlined in this letter. If the scope of analysis changes during the appraisal process, the change could alter the cost. At the stated fee you will receive an electronic copy of the report in PDF format. You may request up to two optional hard copies without additional charge by checking the box by the signature block. Additional hard copies will be available at nominal expense (billed at $75/hour for administrative staff's time), but it is helpful if we know of your copy requirements at the time we begin work on the project.

The report(s) will be delivered within four business weeks of our signed and agreed upon receipt of this letter. Payment for our services is due no later than 30 days following delivery of the completed reports. Any past-due accounts bear interest at the rate of 18 percent per year. Either party may terminate this engagement for any reason upon written notification delivered any time prior to completion of the project. Upon such termination, you remain obligated to pay us promptly for all charges for services rendered to date, as well as for all charges incurred as a result of termination.

We do not anticipate that any disputes will arise out of our relationship with you. However, if any dispute should arise about our services or fees or any other aspect of our relationship, we and you agree to seek a fair negotiated resolution. If this is not successful, all disputes shall be resolved by binding arbitration in Seattle under the American Arbitration Association ("AAA") Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof. The arbitrator may award attorneys' fees and costs to the prevailing party.

If you agree with these terms of engagement and wish us to proceed, please sign where indicated below and return the letter via facsimile at 425.450.1179 or via e-mail.

Very truly yours,

KIDDER MATHEWS

Christopher L. Berger, MAI
Senior Vice President

Attachment
Map Future Subdivision

Appraisal Option: 2 reports: ☐ or 1 report: ☐
Check if two hard copy reports are required: ☐

ACCEPTED & AGREED this _____ day of _____, 2017:

_____

053117 Weed, Graafstra & Associates, Inc., P.S./em

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: CIC Professional Services Contract

Contact Person/Department:	Russ Wright, Community Development Director	**Budget Impact:**	Professional Services

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute Professional Service Agreement with CIC Valuation Group for appraisal and consultant services as originally proposed.

SUMMARY/BACKGROUND:

At City Council's last meeting staff requested mayoral authorization to execute a Professional Services Agreement with CIC Valuation Group for appraisal and consulting services. The scope of work provides for a subconsultant to do land use review. This appraisal would be for the expansion of North Cove Park and acquisition of the properties known as the Williams' properties. Council acted earlier this year to authorize condemnation if necessary to acquire these properties for public purpose. The land use component would provide information to the appraiser regarding zoning and potential land uses to complete the appraisal. Director Wright recommended limiting the scope of services to the three parcels Council had previously identified for acquisition and excluding the fourth parcel number ending in 700 and removing the reference to four parcels in Exhibit A.

After Council's approval, the Attorney's Office and Consultant have recommended the appraisal include evaluation of the forth parcel not for purposes of acquisition but for purposes of comparative analysis on the impact to the entire property ownership, if any.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Expenditure of Funds for Professional Services

ATTACHMENTS:
Attachment A – CIC Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND CIC VALUATION GROUP, INC. FOR APPRASIAL AND CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and CIC Valuation Group, Inc., a Washington Corporation, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with appraisal and consultant services regarding the proposed condemnation of Snohomish County Tax Assessor's Parcel Nos. 29060800303500, 29060800300700, 29060800300600, and 00553800002100 in Lake Stevens under common ownership to be acquired in fee for the purposes of a future public park, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services for appraisal services is attached hereto as **Exhibit "A"** and the Scope of Services for land use consultant services is attached hereto as **Exhibit "B"**, incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

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 Scope of Services 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 Services 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 produced under this Agreement 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 Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence on approval by council and signature by the Mayor and shall terminate at midnight, December 31, 2017, unless extended. The parties may extend the term of this Agreement by written mutual 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. Consent to a Consultant as in Exhibit be is hereby granted.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

__X__ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all

expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

a. **Indemnification / Hold Harmless.** 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 sole 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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Insurance Term.**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. For the purposes of this paragraph Consultant shall refer to Consultant and any subconsultant.

b. **No Limitation.**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(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. $1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. 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.

f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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, sexual orientation, 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 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **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.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in **Exhibit B**:

David Evans and Associates, Inc.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $35,000.00 for appraisal services and $19,500.00 for land use consulting services, for a total of $54,500.00, without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A and/or Exhibit B, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.**

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES**. Notices to the City and Consultant shall be sent to the following addresses:

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk Post Office Box 257 Lake Stevens, WA 98258	CIC Valuation Group, Inc. Attn: Barrett Keitges 12729 Northrup Way, Suite 7 Bellevue, WA 98005

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) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

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

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

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 19th day of May, 2017.

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

CIC VALUATION GROUP, INC.

By:_____
Barrett Kettges – Vice President
Printed Name and Title

Approved as to Form:

By:_____
Grant K. Weed, City Attorney

Exhibit A
Scope of Services

APPRAISAL SCOPE OF WORK

The project includes appraisal and consulting services related to the proposed condemnation of three of four parcels in Lake Stevens under common ownership. The parcels will be acquired in fee for the purposes of a future public park. The properties may represent a single larger parcel (partial acquisition) or individual larger parcels (separate full acquisitions) pending highest and best use analysis. As part of this scope of work, a land use consultant will be engaged to inspect the subject properties, investigate their development potential, and provide conclusions as to:

- Land Use Code Requirements (zoning/comprehensive planning)
- Utilities Availability/Adequacy
- Existing Critical Areas (wetlands, high water levels, floodplain, etc.)
- Transportation Facilities Serving the Properties (adequacy of access)
- Other Relevant Factors Influencing Development/Redevelopment Potential
- Probable Range of Development Costs

The land use consultant will analyze the subject properties with respect to these elements and provide an opinion of economically feasible uses of the properties as well as their most probable use (highest and best use). The appraisers will review the findings of the land use consultant and will incorporate them into the appraisal analysis, where applicable.

The scope of appraisal services includes:

- Physical inspection(s) of the subject properties and comparables.
- Preliminary analysis of the properties to provide consulting services to the client regarding its possession and use payment.
- Delivery of appraisal report(s) that include an opinion(s) of Fair Market Value in compliance with USPAP and applicable regulations. Appraisal report(s) to be submitted in a format consistent with the intended use for condemnation purposes.

Level of analysis and applicable valuation approaches to be determined following review of findings from the land use consultant. Not to Exceed amount of $35,000 allows for valuation of the properties based upon the most relevant premise(s) (land value for redevelopment, value “as improved,” etc.) once it has been determined. Appraisal and consulting services to be billed hourly based upon the following fee schedule:

Classification	**Hourly Rate**
Principal Appraiser	$250/hr
Designated Appraiser	$200/hr
Senior Appraiser	$185/hr
Staff Appraiser	$150/hr
Senior Research Assistant	$100/hr
Research Assistant/Production Support	$75/hr

Expert testimony to be provided under a separate agreement, if necessary. Appraisal staff expected to participate in the project (and billing classification) include:

- Barrett Keitges, MAI (Principal Appraiser)
- Keith Dang, MAI, SR/WA (Principal Appraiser)
- Stephen Juntila, SR/WA (Designated Appraiser)
- Ryan Hood (Senior Appraiser)
- Madeline Handzlik (Senior Research Assistant)

AUTHORIZATION FOR PROFESSIONAL SERVICES

CLIENT: CIC Valuation Group, Inc. DATE: May 1, 2017

ADDRESS: 12729 Northrup Way, Suite 7, Bellevue, WA 98005

CONTACT: Barrett Keitges / Barrett@cicvaluation.com / 425.635.0426

The signing of this Authorization (together with the attached Standard Provisions and all attachments, the "Agreement") by Client and David Evans and Associates, Inc. ("DEA", together with Client, the "Parties") authorizes DEA to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** Client intends to engage in the following project (the "Project"):

   City of Lake Stevens – Old Town Center – Tax Parcel Nos. 29060800303500 / 29060800300600 / 00553800002100

2. **SCOPE OF SERVICES:** DEA will perform the following services (the "Services") related to the Project (the "Scope of Services"), as described below:

   See Attachment A

3. **FEE FOR SERVICES:** DEA's fee for performing the Scope of Services is as indicated below:

   ☒ A not to exceed amount of $19,500 based on hourly rates shown on Attachment B.

4. **EXTRA SERVICES:** DEA may also perform Extra Services (services not specified under Scope of Services), provided DEA and Client have agreed in writing to the scope of and fee for such Extra Services.

5. **ASSUMPTIONS:** Project completion six months from date of authorization to proceed.

6. **ATTACHMENTS:** The following attached documents are incorporated ad by this reference made part of this Agreement:

   ☒ Standard Provisions
   ☒ Attachment A – Scope of Work
   ☒ Attachment B – Hourly Rates

Client and DEA acknowledge that they are in agreement with the terms and conditions as set forth in this Agreement and any modification of this Agreement will be made by written amendment duly executed by both Parties.

ACCEPTED FOR CLIENT: CIC Valuation Group, Inc.		ACCEPTED FOR DEA: DAVID EVANS AND ASSOCIATES, INC.	
BY		BY	Jack N. Molver
NAME	Barrett Keitges	NAME	Jack N. Molver
TITLE	Principal Appraiser & Consultant	TITLE	Vice President
DATE		DATE	5.1.17

STANDARD PROVISIONS:

S-1. **STANDARD OF CARE**: The Services provided by DEA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DEA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Services.

S-2. **TIME PERIOD FOR PERFORMANCE OF SERVICES:** Unless otherwise agreed to by the Parties, DEA will commence the Services within a reasonable period of time after execution of the Agreement.

S-3. **INVOICING AND PAYMENTS:** The unbilled portion of the Services will be invoiced on or about the 10th day of the month for the portion of the Services completed as of the end of the prior month. Client will pay the invoiced amounts within 15 days of the date on the invoice, after which time payment will be considered delinquent ("Delinquent Payment"). Client will pay monthly late charges on all Delinquent Payments at a rate of 1.5% per month (or the maximum rate allowed by law, if less) for each month from the date of invoice. Payments will be credited first to interest and then to principal. DEA may, at Client's sole risk and without liability or legal exposure to DEA or its subconsultants, suspend all Services until all Delinquent Payments have been remedied. If a Delinquent Payment remains outstanding for 60 days or more, Client will be considered in material breach of this Agreement.

Client will not withhold, back charge, retain or off-set any sums from payment to DEA for any reason, and waives any statutory or other rights to withhold, back charge, retain or off-set from the payments made or to be made to DEA. If Client believes that there is a defect or nonconformance in the Services, Client will address those issue(s) in accordance with ***Section S-19, Notifications*** and, if necessary, ***Section S-23, Dispute Resolution.***

S-4. **PAYMENTS IN EVENT OF TERMINATION**: If this Agreement is terminated, Client will compensate DEA for all Services performed and expenses incurred under this Agreement, together with all costs arising out of the termination.

S-5. **FURNISHED DATA**: Client will provide to DEA the relevant data in its possession relating to the Services, including, but not limited to, previous reports, maps, surveys, borings, and other information. Client will clearly delineate the boundary of the area(s) that comprise the Project. DEA may rely upon the accuracy of the information provided by Client in performance of the Services. Record drawings and construction documents (if any) will be prepared, in part, based on information compiled and furnished by Client and others, and may not always represent the exact location or type of various components, or the exact manner in which the Project is to be finally constructed. DEA is not responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings or construction documents or used in connection with the Services.

S-6. **TIMELY REVIEW:** Client will examine all studies, reports, proposals, and other related documents provided to Client by DEA and provide timely written decisions requested by DEA.

S-7. **ACCESS TO FACILITIES AND PROPERTY:** Unless otherwise agreed to by the Parties, Client will arrange safe access to all facilities, the site of the Project (the "Site") or other property as reasonably required for DEA to perform the Services. Client will provide labor and safety equipment as required by DEA for its access. Client will also perform, at no cost to DEA, tests of equipment, machinery, pipelines, and other components of the facilities as may be reasonably required in connection with the Services. Client will identify necessary precautions and provide a safe and healthy environment for DEA personnel working at the Site in accordance with state and federal occupational safety and health guidelines.

S-8. **PERSONNEL AND ON-SITE ACTIVITIES:** Each Party will be responsible for all acts of its own personnel at the Site or otherwise performing any work relating to the Project. While at the Site, DEA's personnel will comply with the applicable requirements of any construction contractor or subcontractors ("Contractors") and Client's safety programs, of which DEA has been informed in writing. DEA will at no time supervise, direct, control, or have authority over any Contractor work, nor will DEA have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or related safety precautions and programs, nor for any failure of a Contractor to comply with laws or regulations applicable to such Contractor's work. DEA neither guarantees the performance of Contractors or others, nor assumes responsibility for their failure to perform work in accordance with the construction documents or safety standards.

S-9. **ADVERTISEMENTS, PERMITS, ACCESS AND CONSENTS**: Unless otherwise agreed to in the Scope of Services, Client will obtain, arrange for, furnish and pay for advertisements for bids, permits, fees and licenses required by governmental authorities, land easements, rights-of-way and access, and such approvals and consents from others necessary for the Services or construction of the Project.

S-10. **NOTICE OF VIOLATIONS**: Client will promptly notify DEA in writing if Client becomes aware of: a) a violation of any law, regulation, permit or license relating to the Project; b) proceedings that commence that could lead to revocation of permits or licenses relating to the Project; c) actual revocation of permits, licenses or other governmental authorizations relating to the Project; d) any investigation, litigation, mediation or arbitration that is threatened or commenced that could affect DEA or the Project; or e) deficiencies in equipment or facilities that result in non-compliance with applicable laws, regulations, permits or licenses (collectively "Violations").

S-11. **OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES**: In providing opinions of probable cost, financial analysis, economic feasibility projections, and schedules for the Project, DEA has no control over many factors, including: a) the cost of labor, materials, equipment or services furnished by others, including quantities or unit pricing; b) a Contractor's methods of determining prices through competitive bidding or over market conditions; c) unknown or latent conditions of existing equipment or structures that may affect operation

or maintenance costs, competitive bidding procedures and market conditions; d) time or quality of performance by third parties; e) quality, type, management or direction of operating personnel; and f) other economic and operational factors that may materially affect the ultimate costs or schedule of the Project. DEA makes no warranty that Client's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from DEA's opinions, analyses, projections or estimates. If Client wishes greater assurance as to any of these factors, Client will employ an independent cost estimator, contractor or other appropriate advisor.

S-12. **LAWS NOW IN EFFECT:** DEA has based the schedule, fees, various estimates of costs for services, materials and equipment on the laws, rules and regulations in effect on the date of this Agreement. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after the effective date of Agreement may affect the final cost, schedule, scope or feasibility of the Project. DEA will be entitled to a reasonable adjustment of the Project schedule and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.

S-13. **DEA CERTIFICATION:** Under no circumstances will DEA be required to sign any document resulting in DEA certifying, guaranteeing or warranting of DEA's Services, including, but not limited to the existence or non-existence of any condition(s) whose existence DEA did not or could not ascertain, or in which the certification cannot be reasonably modified. Client will not make any payment or dispute resolution contingent on, or tied to, DEA signing any such certificate, regardless of who requests such certification.

S-14. **DOCUMENTS AND RECORDS**: ***Instruments of Service.*** All reports, plans, specifications, field data and notes and other documents, whether in hardcopy or in electronic form, including, but not limited to, software, e-mail or internet transfers, whether prepared by DEA or DEA's subconsultants, are instruments of professional service ("Instruments of Service") and are not products. In a discrepancy between a hardcopy document and electronic media, the hardcopy document will govern.

Ownership. DEA retains ownership of and all right, title to and interest in all Instruments of Service, whether in electronic media form or otherwise, and whether or not the Project is completed. Client agrees that any copies provided to Client by DEA are only for convenience and are not suitable for reuse by Client or others. Upon execution of this Agreement, DEA grants to Client a nonexclusive license (the "License") to use the final Instruments of Service solely and exclusively for the Project so long as Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The License permits Client to authorize the Contractors, material or equipment suppliers, Client's consultants and other contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services related to the Project. If Client is found to be in violation of this Agreement, the License will automatically terminate. Client will not assign, delegate, sublicense, pledge or otherwise transfer the License to another party without the prior written agreement of DEA. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to DEA.

Electronic Instruments of Service. At DEA's request, Client will remove all title blocks with the name or other company identifiers of DEA, including names of employees and other professionals. Client acknowledges that incomplete Instruments of Service are not reviewed for errors or omissions, and are not appropriate for further use.

Use of Instruments of Service. Any reuse, change or alteration of any Instruments of Service is not permitted without DEA's written consent. To the fullest extent permitted by law, Client will indemnify DEA and DEA's lower tier subconsultants from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of any changes made to or unauthorized use of any Instruments of Service, final or incomplete.

S-15. **ACCOUNTING RECORDS**. DEA will maintain accounting records, including, but not limited to original receipts, invoices and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Project, these records will be available to Client during DEA's normal business hours for a period of one (1) year after DEA's final invoice. Client may only audit accounting records applicable to a cost-reimbursable type compensation.

S-16. **CONSTRUCTION PHASE PROJECTS:** Recommendations by DEA to Client for periodic construction progress payments to the Contractor(s) will be based on DEA's knowledge, information and belief based on a number of factors beyond DEA's knowledge or control. Specifically, the recommendations do not represent that DEA has examined: a) whether the Contractor(s) has completed the work in exact accordance with the construction documents; b) how or for what purpose the construction contractor(s) has used the monies paid; c) whether title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances; d) whether there are matters at issue between Client and the Contractor(s) that affect the amount that should be paid; or e) whether the final work will be acceptable in all respects.

S-17. **NONDISCRIMINATION:** Neither Party will discriminate against, exclude from participation in, deny the benefits of, harass or allow harassment against, any person with regard to race, color, sex, religion, national origin, pregnancy, age, citizenship status, physical or mental disability, military status, genetic condition, marital status, sexual orientation, or any other legally protected criteria, except as permitted by Section 12940 of the Government Code. All personnel decisions, including, but not limited to, recruitment, hiring, training, promotion, compensation, overtime, benefits, safety, transfers and layoffs, will be administered without discrimination. Both Parties understand that while executing the terms of this Agreement it may be subject to and will comply with:

a) Executive Order 11246 relating to Equal Employment Opportunity and non-discrimination and affirmative action obligations; b) The Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs

receiving federal financial assistance, and in the employment practices of federal contractors; c) Executive Order 13201 which requires federal contractors to post certain notices informing their employees that they have certain rights related to union membership and use of union dues and fees under federal law; d) The Vietnam Era Veterans' Readjustment Assistance Act, as amended; DEA and Subconsultant will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

S-18. **ENVIRONMENTAL**: Unless specifically included in the Scope of Services, the Services do not include any services related to Environmental Concerns. Client represents that there is no known or suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Materials, Hazardous Substances or other Environmental Concerns located at or near the Site.

S-19. **NOTIFICATIONS**: Client will give prompt written notice to DEA if Client becomes aware of any development that may affect the scope, timing or accuracy of the Services or any issue relating to the contractual obligations of the Parties, including a change in Client's financing (a "Potential Issue"). The DEA Project Manager and appropriate employee of Client will diligently pursue resolution of any change in the Scope of Services or other action on account of the Potential Issue. If the issue is not resolved within a reasonable period, employees of the Parties who have the authority to make binding decisions on its behalf will attempt in good faith to resolve the issue within 30 days. If the issue is not resolved by the end of the 30 day period, either Party may pursue mediation pursuant to ***Section S-23, Dispute Resolution***.

S-20. **CHANGES:** Client may request changes, revisions, additions or deletions (collectively, "Changes") to the Scope of Services. Any request by DEA for adjustments in fee, time schedule or scope on account of such Changes will be made in writing and mutually agreed by the Parties. Client and DEA will execute a written amendment to the Agreement prior to DEA's performance (if any) of such Change.

S-21. **SUSPENSION OF SERVICES**: DEA will, upon 14 working days' written notice from Client, suspend, delay or interrupt all or a part of the Services. DEA will then resume the Services within 14 working days of receiving written notice from Client to do so if notice is received no more than 90 days from the date of suspension. If any suspension exceeds 90 days, DEA and Client must mutually agree to re-start the Services and the terms following this protracted suspension.

S-22. **DELAYS:** If DEA is delayed in the progress of the Services by any factors beyond DEA's reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages, war, riots and other civil disobediences, sabotage, accidents, acts of Nature, failure of any governmental or regulatory authority to act in a timely manner, failure of Client to timely pay invoices, furnish information or approve or disapprove of the Services in a timely manner, a Violation or faulty performance by Client or Contractors at any level (collectively, a "Delay"), DEA will give Client written notice of the cause of the Delay and estimate any adjustments in the schedule, fee and/or expenses attributable to such Delay. DEA is not responsible for changes, additional time, costs or expenses attributable to such Delay. Upon cessation of the cause of the Delay, DEA will give written notice to Client of any actual adjustment to the time schedule, fees and/or expenses required as a result of the Delay, and Client and DEA will in good faith mutually agree upon adjustments on account of such Delay.

S-23. **DISPUTE RESOLUTION**: DEA and Client will work in good faith to settle or compromise all disputes, controversies, or differences that arise out of or relate to this Agreement ("Disputes") by means of amicable discussions. All Disputes will be dealt with as follows:

Either Party may send a written notice to the other party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first 30 days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation. Promptly upon selection of a mediator, the Parties will provide the mediator with copies of the Notice of Dispute, all relevant documents and a statement of their respective positions, and will request that the mediator meet with the Parties within 30 days of such selection to consider and propose a resolution or a procedure for reaching a resolution.

If the Parties have not resolved the Dispute by mediation or alternative method, either Party may, after 60 days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), seek a resolution of the Dispute in accordance with ***Section S-29, Governing Law***.

S-24. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 14 days' written notice to the other Party. Both Parties waive any claims for damages (except for nonpayment of services provided or expenses incurred by DEA), loss of profit or delay costs associated with the termination pursuant to this section.

S-25. **RISK ALLOCATION AND INSURANCE INTERPRETATION:** The use of the term DEA, Client or Party also refers to each Party's respective officers, directors, employees, affiliated companies, agents, volunteers and subcontractors. Allocations of risk and indemnities in this Agreement are business understandings between the Parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort, including, without limitation, negligence, strict or statutory liability, or any other cause of action. Client will not seek damages in excess of these limitations indirectly through suits with other parties who may join DEA as a third-party defendant.

Mutual Indemnity. To the fullest extent permitted by law, each Party (the "Indemnifying Party") will indemnify the other party (the "Indemnified Party") from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, breach of contract or willful misconduct of the Indemnifying Party. The Indemnified Party must give reasonable notice to the Indemnifying Party of any claim, and must not act or

fail to act in any manner that would compromise the Indemnifying Party's position with respect to resolution or defense of the claim.

Environmental Indemnity. To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims for liability sought under CERCLA, RCRA or other environmental laws, or relating to the presence, discharge, release or escape of Environmental Concerns on or from the Project. This provision does not obligate Client to indemnify DEA for claims, damages, losses and costs (including reasonable attorneys' fees and costs of appeal), to the extent caused by DEA's own negligence or willful misconduct.

Certifications. To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims of any certification or record document in connection with the Project executed or signed by DEA at the request of a governmental entity, lender or other third party, except to the extent claims result from the negligence or intentional misconduct of DEA.

Defense. The Parties expressly exclude any obligation to defend in an action to which indemnification obligations may apply.

Mutual Waiver. To the fullest extent permitted by law, each Party waives against each other any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Project.

RCW. If Revised Code of Washington ("RCW") 4.24.115 is applicable, it is further specifically and expressly agreed that the indemnification provided herein constitutes waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

S-26. **ALLOCATION OF RISK:** In recognition of the relative risks and benefits of the Project to both Client and DEA, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of DEA and its subconsultants to Client and to all Contractors on the Project for any and all claims, losses, costs, damages or expenses so that the total aggregate liability of DEA and its subconsultants to all those named will not exceed $ 100,000, plus an amount equal to any additional fee on account of Changes in the Scope of Services. These claims and causes include, but are not limited to, negligence, professional malpractice, strict liability, breach of contract, or warranty.

DEA and Client have carefully considered and actually negotiated the allocation of risk, and expressly consent to the allocation of risk listed above.

S-27. **TIME LIMITS FOR CLAIMS**: Any claim brought by Client against DEA must be filed no later than one (1) year after the date of substantial completion of the Services or the expiration of the appropriate statute of limitations, whichever is earlier.

S-28. **COMPLIANCE WITH LAWS:**, Both Parties will comply with applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

S-29. **STATUS AS INDEPENDENT CONTRACTOR**: DEA represents that it will perform services as an independent contractor and not as an employee, agent, joint-venturer or partner of Client. DEA is responsible for the means and methods it uses in performing the services. DEA and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power or authority to bind the other, and the relationship between Client and DEA not of a fiduciary nature.

S-30. **GOVERNING LAW**: This Agreement will be governed by the laws of the state in which the Site is located, without regard to principles of conflict of law. Any filing of a case, suit, or action related to this Agreement will be brought in such state.

S-31. **SUCCESSOR INTERESTS**: The covenants, conditions and terms of this Agreement will apply to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

S-32. **NO THIRD-PARTY BENEFICIARIES**: This Agreement gives no rights or benefits to anyone other than Client and DEA and has no third-party beneficiaries, except as provided in ***Section S-14, Documents and Records, Ownership***.

S-33. **ASSIGNMENT:** Client may not transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, rights of action, monies that are due or monies that may be due) without the prior written consent of DEA. DEA may employ any other party or entity it deems necessary or proper for any portion of the Services.

S-34. **WAIVER:** A waiver by either Party of any covenant, term or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.

S-35. **SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

ATTACHMENT A
SCOPE OF SERVICES

- DEA will prepare a Most Probable Use Report that examines the development potential of the subject property.
    - Report to include a discussion of existing zoning, comprehensive plan designation(s).
    - Report to discuss availability of utilities to serve the project, and a narrative of the capacity to serve based on discussions with respective purveyors.
    - Review studies and information of record to investigate transportation capacity to serve redevelopment of the property. Estimate trip generation resulting from redevelopment of the property.
    - Opinion of a range for the cost to construct development of the property will be provided. An opinion will also be provided whether costs to construct are above, below or in alignment with typical costs for similar projects.
    - DEA will review and evaluate floodplain and high water levels for Lake Stevens relative to the project site. The review will evaluate existing data and reports such as FEMA maps and records of lake levels, if available. DEA will prepare a technical memorandum summarizing the findings of the floodplain evaluation. DEA will provide a Draft memo for comment and a Final memo based on the comments received.
    - DEA will conduct a wetland and stream reconnaissance at several parcels surrounding the outlet of Lake Stevens, within the city of Lake Stevens, WA. This work will consist of the following tasks:
        - Site visit to map wetland and stream critical areas. DEA will use a mobile GPS unit to map edges of critical areas. No flagging will be used. Resources are anticipated to include the ordinary high water mark of the lake as well as the outlet stream. Other resources will include any lakeside wetlands present on the subject parcels.
        - DEA will prepare a technical memorandum summarizing the wetland and stream resources present on the property. Memo will include a summary of existing site conditions, classification of any streams and wetlands using current City code, and estimate of the developable property outside of regulated critical area buffers. The memo will include an assessment of opportunities to reduce, average, or mitigate for impacts to critical area buffers. Memo will include a GIS map of all identified critical areas on the subject parcels, produced using existing publicly available GIS data as well as GPS data collected in the field.
        - DEA will produce a Draft and Final technical memorandum in electronic form (.pdf).

Assumptions

- New data collection, hydrologic modeling, and hydraulic modeling is not included in this scope of work.
- Flood limit will be depicted on a topographic base map using LIDAR if available. Field topography to determine limit of base flood location not included.
- Two meetings with CIC Valuation team and City are assumed.
- It is assumed that existing road networks have capacity to serve the development. Traffic analysis not included.

DAVID EVANS
AND ASSOCIATES INC

Attachment B
DAVID EVANS AND ASSOCIATES, INC.
2017 Billing Rates

Professional Classification	Billing Rate
Project Administrator	$110.00
Administrative Assistant	$93.00
Engineering Manager	$250.00
Senior Professional Engineer	$195.00
Professional Engineer	$145.00
Senior Designer	$140.00
Design Engineer	$113.00
Engineer In Training	$90.00
Senior CADD Technician	$130.00
CADD Technician	$100.00
Traffic Engineer	$125.00
Senior Graphic Specialist	$110.00
Senior Planner	$185.00
Environmental Planner	$110.00
Planner	$100.00
Senior Landscape Architect	$148.00
Senior Landscape Designer	$110.00
Senior Scientist	$135.00
Scientist	$119.00
Senior Structural Engineer	$180.00
Structural Engineer	$120.00
Survey Manager	$170.00
Senior Project Surveyor	$145.00
Project Surveyor	$130.00
Party Chief	$105.00
Instrument Person	$75.00
Survey Technician	$110.00
1-Man Survey Crew	$135.00
2-Man Survey Crew	$180.00
3-Man Survey Crew	$255.00
Mileage	IRS Rate
Subconsultants	Cost plus 10%
Other Expenses	Cost plus 10%

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Approve Professional Services Agreement with Operation Military Family Cares (OMFC)

Contact Person/Department:	Kurt Hilt, Council President Gene Brazel, City Administrator	**Budget Impact:**	$18,000.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Professional Services Agreement with Operation Military Family Cares in the amount of $18,000.00.

SUMMARY/BACKGROUND: At the City Council Special Meeting/Retreat held on January 20 and 21, 2017, Councilmember Hilt presented the idea of establishing a Veterans Commission. At the February 28, 2017 Council meeting, Mike Shindler from Operation Military Family Cares (OMFC) provided an overview on how establishing a Veterans Commission in Lake Stevens could provide support and assistance to veterans and their families in the Lake Stevens community. Mr. Shindler commented that veterans bring skills, knowledge and talent to the community, and establishing a Veterans Commission would identify Lake Stevens as a veteran-friendly city.

At the April 25, 2017 Council meeting, Council passed Ordinance 996, creating a Veterans Commission, and the City is currently accepting applications to fill the positions on the Veterans Commission.

OMFC is a nonprofit corporation that works with communities to assist veterans and their family members in a number of ways, including transitioning from military to civilian life, providing multi-agency, cross-jurisdictional coordination to improve veteran services and positioning organizations in staff training and recruiting efforts to attract veterans, to name a few. OMFC will work with the City and the Veterans Commission to improve veteran outreach, identify opportunities for partnership between businesses and veterans, and promote Lake Stevens as a viable community for veterans and their families.

Staff will bring forward a budget amendment at a later date.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: $18,000.00

ATTACHMENTS:
Attachment A: Professional Services Agreement
Attachment B: Veterans Commission Proposal

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND OMF CARES D/B/A OPERATION MILITARY FAMILY CARES FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and OMF Cares d/b/a Operation Military Family Cares, a Washington nonprofit corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding outreach to Veterans and their families in the Lake Stevens Community, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

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 Scope of Services 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 Services 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 produced under this Agreement 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 Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence on July 1, 2017 and shall terminate at midnight, December 31, 2017. The parties may extend the term of this Agreement by written mutual 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**.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** 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 sole 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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE**.

a**. Insurance Term.**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(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. $1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. 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.

f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's

insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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, sexual orientation, 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 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **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.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

_____

_____

_____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $18,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant’s possession, necessary to fulfill that

Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES**. Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Street Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
425-334-1012

To the Consultant:

Operation Military Family Cares
Attn: Mike Shindler and Lori Grant
19807 80th Place West
Edmonds, WA 98026
877-516-8323

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) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

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

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

V.6 **NONWAIVER**. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein

given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT**. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

OMF CARES D/B/A OPERATION MILITARY FAMILY CARES

By:_____

_____
Printed Name and Title

Approved as to Form:

By:_____
Grant K. Weed, City Attorney

Exhibit A
Scope of Services

Operation Military Family Cares
Edmonds, WA 98020
877.516.8323
www.OMFCares.org

SCOPE OF SERVICES

As outlined in the OMFC Lake Stevens Proposalv2, dated MAY 2017, the following services are proposed in order to create and establish the Lake Stevens Veterans Commission:

Phase 1 PESTLE ANALYSIS & Veteran Services Mapping

- Step 1: Assess Internal Capability to Respond
- Step 2: Assist in Defining the Strategy
    - Facilitate strategic planning and definition
    - Perform and present strategy analysis of external environment aka Political, Economic, Social, Technological, Legal, and Environment (PESTLE)
    - Perform and present strategy analysis of Internal capability
- Step 3: Analysis the External Environment (PESTLE)
    - Establish PESTLE Analysis Process
        - Brainstorm issues
        - Identify issues
        - Rate importance
        - Assess likelihood
        - Consider implications
    - For each PESTLE component:
        - Summarize PESTLE Analysis Approach
        - Research and Identify services and interviewees
        - Create List of general topics for interviews
        - Develop detailed draft review work plan
        - Meet with the key agencies and functional areas
        - Determine documentation to review
        - Develop a list of primary interviewees and interviews to be scheduled
        - Create interview plans and an interview schedule
        - Establish logistical arrangements
        - The review team creates a list of general topics for interviews
- Step 4: Discovery phase
    - Review team members, prepare project documentation
    - Outlines presentations to address areas that require the interaction of multiple project group members

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- Conduct agency level interviews: Roles & Responsibilities in interagency processes
  - Local Governments
  - Employment Security Department (ESD)
  - Workforce Development Council (WDC)
  - Other local, state, and nonprofit entities (TBD)
- Interview key FTE individuals at WA State agencies
  - Local Governments
  - Employment Security Department (ESD)
  - Workforce Development Council (WDC)
  - Other local, state, and nonprofit entities (TBD)

- Step 5: Analysis phase of Preliminary Findings
  - Summarize findings
  - Identify recommendations
  - Final findings and conclusions
  - Final recommendations
  - Table of findings
  - Deliverables:
    - Summary of Preliminary by agency/entity
    - Recommendations
- Step 6: Reporting phase of Preliminary Findings
  - Draft review presentation. A final version is created, taking into account comments of individual reviewers.
  - Team members deliver the final review presentation to the review and project sponsors, stakeholders, and management.
- Step 7: Veterans Services Mapping phase
  - Process Identifications & Trigger Events
  - Major Business Processes
  - Units (Tasks) in each Major Process
  - Process Profile Worksheets
  - Business Process Maps
- Step 8: Analysis phase
  - Analyze business processes, tasks, actions - Work Breakdown Structure Analysis
  - Summarize findings
  - Identify recommendations
  - Final findings and conclusions
  - Final recommendations
  - Table of findings

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- Step 9: Reporting phase of Preliminary Findings
    - Draft review presentation. A final version is created, taking into account comments of individual reviewers.
    - Team members deliver the final review presentation to the review and project sponsors, stakeholders, and management.

Phase 2 Needs Assessment & GAP Analysis

- Step 1: Gather & summarize components
    - Current capacity
    - Additional needs requirements
    - Deliverables:
        - First Draft of feasibility study
- Step 2: Analysis Phase
    - Background and Needs Assessment:
        - Business environment
        - Training needs
        - Business opportunities
        - Business service goals
        - Statutory requirements
        - Other
    - Objectives
        - Problems to be solved / Opportunities to be gained
        - Service delivery enhancements
        - Response to statutory requirements
        - Other
    - Impacts
        - Inter-agency
        - Program(s)
        - Subprogram(s)
        - Customers of agency activities (e.g., clients, constituencies, taxpayers, etc.)
        - Other
    - Agency Effects
        - Impact on work processes
        - Training needs
        - Job content
        - Impact on organizational structure
        - Other

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- Proposed Solution
  - Specific work products
  - Technical tools used to support the solution
  - Major functions to be provided
  - New organizational structures and processes necessary to support implementation
- Major Alternatives Considered
- Project Management and Organization (including external resources)
  - Roles and responsibilities
  - Decision-making process
  - Management qualifications
  - Project team organization
  - Quality assurance strategies
- Executive Summary

- Step 3: Reporting phase
  - Finalize Needs & Gap Analysis: a final version is created, taking into account comments of individual reviewers.

****Other Tasks as Identified will be considered based on timeline, budget, and impact.**

ATTACHMENT B

Veterans Commission Proposal
May 2017

Establishing a Premiere Veterans-Friendly Community: Veterans Commission Proposal

Updated for the City of Lake Stevens

Prepared by Mike Schindler & Lori Grant

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1. Introduction

Operation Military Family Cares(OMFC), a national, Washington State headquartered tax-exempt non-profit is a veteran services and technology solutions provider committed to helping Veterans and their families find success by *Combating Homelessness*, *Strengthening their personal and professional Relationships*, and *becoming viable contributors in their communities*. OMFC also provides expert consulting and high-impact technology that catapults cities, organizations, and companies to the next level of performance. Bottom line: We provide pathways to success.

Aside from our three core mission pillars: Combating Homelessness, Strengthening Relationships and Equipping Communities and Families:

We specialize in:

- Military to civilian transition consulting and training.
- Discovering and automating manual processes for private industry and state Department of Veterans Affairs.
- Workflow optimization and cost-shifting/ROI analysis.
- Multi-agency, cross-jurisdictional coordination to improve Veteran services.
- Enterprise, web, and mobile-based technology solutions centered on high-impact training.
- Positioning institutional and organizational staff training and recruiting efforts to attract Veterans.

What makes OMFC different?

- Web and mobile technology solutions that streamline your training, improve compliance and knowledge retention through the Veterans Training HUB (a white label platform).
- Developers of VAPP – the Veterans APP and VAPPedu – portal designed specifically for higher educational institutions.
- Transition and Veteran assistance expertise.
- Federal, State, and commercial contracting experience.
- The OMF Cares Community Engagement Strategy.
- Core knowledge in improving Veteran recruiting.
- Our team passion for keeping the Veteran at the center.

The leadership at OMFC was recently evaluated for its past performance via Open Ratings, which calculates contractor performance using a sophisticated algorithm that considers the amount of information available on a contractor, the timing of the information, and the

accuracy of the raters. This Open Ratings evaluation is used as an assessment of predicted performance. ***OMF's overall performance rating was 97 out of 100***; where 100 represents the highest level of customer satisfaction.

The detailed performance ratings that resulted in OMF's rating:

- *Reliability score*: How reliably do you think this company follows through on its commitments?
- *Cost*: How closely did your final total costs correspond to your expectations at the beginning of the transaction?
- *Order Accuracy*: How well do you think the product/service delivered matched your order specifications and quantity?
- *Delivery/Timeliness*: How satisfied do you feel about the timeliness of the product/service delivery?
- *Quality*: How satisfied do you feel about the quality of the product/service provided by this company?
- *Business Relations*: How easy do you think this company is to do to business with?
- *Personnel*: How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?
- *Customer Support*: How satisfied do you feel about the customer support you received from this company?
- *Responsiveness*: How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?

Past Performance:

Washington Department of Commerce: Finding and Planning a Solution/Defense Industry Adjustment – Office of Economic Adjustment; State Analysis, Contract: 15-58201-003; Mr. James Evans, Program Manager; 206-256-6148, james.evans@commerce.wa.gov

*Washington Department of Veterans Affairs***:** website workflow, ROI analysis, and development of a first phase technology integration plan for WA. Multiple contacts.
Mary Forbes, CM,StevenG@dva.wa.gov360-725-2235

*Joint Base Lewis McChord***:** web and mobile-based transition pilot program (VAPP); bailment agreement W911S8-12-H-2090. Robin Baker, Transitions Service Manager, Robin.j.Baker10.mil@mail.mil 253-477-4752

Community Transportation Association of Idaho:
Mobile resource integration with web technology. Kristin McGee, CTAI, 208 344-2354

Snohomish County Fire District 1: military to civilian transition consulting and training; Cheryl Nelson, CM, 425-551-1274, cnelson@firedistrict1.org

Central Washington University: Education checklist development and transition checklist promotion to improve and measure increase in Veteran attendance at 4-year university; John Swiney, POC, 509-963-3031, swineyj@cwu.edu

Edmonds Community College: VAPPedu pilot site; Boots to Books Advisory Board Member Dr. Jean Hernandez, President, 425-640-1515, jean.hernandez@email.edcc.edu

North Carolina Department of Veterans Affairs: NCDVA Customer Relationship Manager Technology Integrator; contract: 13-JB18011598; Integrating technology to create a paperless Veteran; Mr. Glenn Batten, Deputy Director, 919-807-4250, Glenn.Batten@doa.nc.gov

**More references available upon request

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2. Proposal Overview

This is a proposal from Operation Military Family Cares and its OMFC Training program to provide professional consulting services to the City of Lake Stevens, WA. OMFC leadership has been 100% committed to providing Veteran-programs, consulting, and technology services for over 10 years. It is our observation that many cities, corporations, and organizations are well-intended in their efforts to serve Veterans and their families but often lack the practical "know-how" or subject matter expert(s) for maximum impact. OMFC can assist and advise the City of Lake Stevens on tactical and strategic steps that will:

OUR GOAL IS TO HELP YOU IMPROVE YOUR VETERAN OUTREACH AND TRAINING GOALS

- **Improve** your Veteran Messaging and Outreach among existing service branches in Washington and throughout the country
- **Identify** opportunities for institutional and individual funding and program partnerships
- **Highlight** WHY Lake Stevens is a viable community for military and veteran families
- **Provide insight into** local and surrounding Veteran-business incentives, policies, procedures, and programs
- **Promote Lake Stevens** in the national Veterans News Now and The Military Wire
- Provide expert staff and faculty trainings

Deliverables that were discussed are highlighted in this Professional Services Proposal. Specific services, deliverables & milestones will be provided in a contract addendum.

4. Technical Proposal

A. Project Approach/Methodology

The purpose of this project is to identify the following: 1) improve Lake Stevens' Veteran Messaging and Outreach, (2) identify opportunities for institutional and individual funding and program partnerships, (3) highlight why Lake Stevens is a viable community for military and veteran families, and (4) provide insight into local and surrounding Veteran-business incentives, policies, procedures, and programs.

The project methodology will engage Lake Stevens leadership in strategic planning and identify Political, Economic, Social, Technological, Legal, and Environment (PESTLE) issues for the assessment and analysis of the external environment. OMFC will perform the project in two phases: Phase 1 - PESTLE ANALYSIS & Veteran Services Mapping; and Phase 2 Needs Assessment & GAP Analysis.

(1) Phase 1 – PESTLE ANALYSIS & Veteran Services Mapping

During Phase 1, OMF will develop a work plan, meet with key stakeholders in functional areas, review the work plan with key team members, and stakeholder level interviews. OMFC will assess Lake Stevens' internal capability to respond to Veterans and their family members; assist in defining the strategy;

analyze the external environment using a PESTLE approach; analyze phase of preliminary findings; report preliminary findings; perform Veterans Services mapping; and analysis and reporting phases of preliminary findings.

(2) Phase 2 – Needs Assessment & Gap Analysis

OMF will conduct Phase 2 after Phase 1 is finalized and approved. OMFC will perform Phase 2 Needs Assessment & GAP Analysis of the project. OMFC will gather and summarize components; perform analysis of needs assessment and gap analysis findings, and report final project findings.

B. Work Plan

See Table 1 for the proposed project work plan.

Table 1: Project Work Plan

Phase/Step/Task
Phase 1 PESTLE ANALYSIS & Veteran Services Mapping
Step 1: Assess Internal Capability to Respond
Step 2: Assist in Defining the Strategy
Tasks:
Facilitate strategic planning and definition
Perform and present strategy analysis of external environment aka Political, Economic, Social, Technological, Legal, and Environment (PESTLE)
Perform and present strategy analysis of Internal capability
Step 3: Analysis the External Environment (PESTLE)
Tasks:
Establish PESTLE Analysis Process
Brainstorm issues
Identify issues
Rate importance
Assess likelihood
Consider implications
For each PESTLE component:
Summarize PESTLE Analysis Approach
Research and Identify services and interviewees
Create List of general topics for interviews
Develop detailed draft review work plan
Meet with the key agencies and functional areas
Determine documentation to review
Develop a list of primary interviewees and interviews to be scheduled
Create interview plans and an interview schedule
Establish logistical arrangements
The review team creates a list of general topics for interviews

Phase/Step/Task
Step 4: Discovery phase
Tasks:
Review team members, prepare project documentation
Outlines presentations to address areas that require the interaction of multiple project group members
Conduct agency level interviews: Roles & Responsibilities in interagency processes
Local Governments
Employment Security Department (ESD)
Workforce Development Council (WDC)
Other local, state, and nonprofit entities (TBD)
Interview key FTE individuals at WA State agencies
Local Governments
Employment Security Department (ESD)
Workforce Development Council (WDC)
Other local, state, and nonprofit entities (TBD)
Step 5: Analysis phase of Preliminary Findings
Tasks:
Summarize findings
Identify recommendations
Final findings and conclusions
Final recommendations
Table of findings
Deliverables:
Summary of Preliminary by agency/entity
Recommendations
Step 6: Reporting phase of Preliminary Findings
Tasks:
Draft review presentation. A final version is created, taking into account comments of individual reviewers.
Team members deliver the final review presentation to the review and project sponsors, stakeholders, and management.
Step 7: Veterans Services Mapping phase
Tasks:
Process Identifications & Trigger Events
Major Business Processes
Units (Tasks) in each Major Process
Process Profile Worksheets
Business Process Maps
Step 8: Analysis phase

Phase/Step/Task
Tasks:
Analyze business processes, tasks, actions - Work Breakdown Structure Analysis
Summarize findings
Identify recommendations
Final findings and conclusions
Final recommendations
Table of findings
Step 9: Reporting phase of Preliminary Findings
Tasks:
Draft review presentation. A final version is created, taking into account comments of individual reviewers.
Team members deliver the final review presentation to the review and project sponsors, stakeholders, and management.
Phase 2 Needs Assessment & GAP Analysis
Step 1: Gather & summarize components
Tasks:
Current capacity
Additional needs requirements
Deliverables:
First Draft of feasibility study
Step 2: Analysis Phase
Tasks:
Background and Needs Assessment:
Business environment
Training needs
Business opportunities
Business service goals
Statutory requirements
Other
Objectives
Problems to be solved / Opportunities to be gained
Service delivery enhancements
Response to statutory requirements
Other
Impacts
Inter-agency
Program(s)
Subprogram(s)
Customers of agency activities (e.g., clients, constituencies, taxpayers, etc.)

Phase/Step/Task
Other
Agency Effects
Impact on work processes
Training needs
Job content
Impact on organizational structure
Other
Proposed Solution
Specific work products
Technical tools used to support the solution
Major functions to be provided
New organizational structures and processes necessary to support implementation
Major Alternatives Considered
Project Management and Organization (including external resources)
Roles and responsibilities
Decision-making process
Management qualifications
Project team organization
Quality assurance strategies
Executive Summary
Step 3: Reporting phase
Tasks:
Finalize Needs & Gap Analysis. A final version is created, taking into account comments of individual reviewers.

F. Deliverables

Lake Stevens, located in Snohomish County, is home to approximately 32,000 people. Located east of Everett, Lake Stevens in near one of the most nationally sought-after Navy duty station assignments: Naval Station Everett. A proactive approach to unifying leadership on value, messaging to, serving, attracting and leveraging military and veteran families will increase community goodwill and establish the City of Lake Stevens as a community where opportunities thrive.

It is key to have leadership understand WHY Veterans are America's Greatest Asset, HOW veterans can contribute to the city's immediate and long-term goals and how OMF will help you achieve your desired outcomes. OMFC's deliverables will provide the following:

1. **Provide Mission Planning Session:** Determine Council and Mayor's bottom line up front: WHY attracting and serving Veterans is important, the economic and intrinsic value, why and how the community should partner. (Establish VISION)
2. **Conduct a Full Assessment:** Identify existing services, policies, and incentive baselines as well as identify exiting political, economic, social, technological, legal, and environmental features and opportunities that can benefit or leverage veteran talent.
3. **Provide Tactical Playbooks:** Upon completion of the planning and assessment, OMF will provide a playbook detailing the findings as well as that tactical steps, complete with milestones that will help the city achieve its goals.

(1) Phase 1 – PESTLE Analysis & Veterans Services Mapping Deliverables

Step 3: Analysis the External Environment (PESTLE) deliverables:

a) PESTLE analysis approach Summary
b) List of interviewees and list of general topics for interviews
c) Interview plans
d) List of project group presentations or demonstrations required
e) Schedule of interviews, presentations, or demonstrations
f) Communication to project group (ensure that the sponsor sends this out)

Step 4: Discovery phase deliverables:

a) Summary of findings by agency
b) Findings (Recommendations deferred to Step 3)

Step 5: Analysis phase of Preliminary Findings deliverables:

a) Summary of Preliminary by agency/entity
b) Recommendations

Step 6: Reporting phase of Preliminary Findings deliverables:

a) Final review presentation
b) Executive summary presentation
c) Final report

Step 7: Veterans Services Mapping phase deliverables:

a) Process Identifications & Trigger Events
b) Major Business Processes
c) Units (Tasks) in each Major Process
d) Actions (Subtasks) in each Major Process
e) Process Profile Worksheets

f) Business Process Maps

Step 8: Analysis phase deliverables:

- Summary of Business Processes by agency
- Recommendations

Step 9: Reporting phase of Preliminary Findings deliverables:

a) Final review presentation
b) Executive summary presentation - See DDP Overview delivered May 19, 2015
c) Final report - Defense-Sector Downsizing Plan

(2) Phase 2 – Needs Assessment & GAP Analysis Deliverables

Step 1: Gather & summarize components deliverables:

- First Draft of feasibility study

Step 2: Analysis Phase deliverables:

- Draft Needs Assessment & GAP Analysis

Step 3: Reporting phase deliverables:

a) Final review presentation
b) Final Needs Assessment & GAP Analysis report

6. Cost Proposal

Operation Military Family has a 10-year history of coming alongside organizations who desire to help Veterans. Consulting with VSOs, cities, corporations, Fire Districts, colleges and universities, as well as employing technology to create solutions and assisting different Department of Veterans Affairs (DVAs)throughout several states is a core competency of OMFC.

Most significantly, OMF has done work with State Department of Veterans Affairs, colleges, and Military Installation Transition Services teams over the last 3+ years in the areas of consulting, training, automation and modernization initiatives.

Bundled: Planning Session/Assessment/Playbook: $18,000

Approximate Project Length: 6 months

*Execution of strategy and playbooks is available. Coordination of meetings, additional planning sessions, etc will be considered on an “as-needed” basis. OMFC considers this pricing to include all necessary activities required to complete the project as outlined.

**Specific tasks, deliverables and dates will be detailed in the contract.

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Sound Security, Inc. Security and Fire Alarm Installation and Monitoring Contract

Contact Person/Department:	Amanda Wells, Public Works Department	**Budget Impact:**	$27,172.73 $ 536.00 Mo

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve GSA contract for the installation /Monthly Monitoring of Security & Fire system with Sound Security System dba Sonitrol Pacific.

SUMMARY/BACKGROUND:
Staff is requesting approval of a contract for the installation and monthly monitoring of the Security & Fire System for the new City Hall facilities. The scope of work includes materials, IP communications, and required devices for installation of systems. A monthly service of $536.00 will be required as part of the required monitoring.

APPLICABLE CITY POLICIES: n/a

BUDGET IMPACT: City Hall Project

ATTACHMENTS:
► Exhibit A: Sound Security, Inc. dba Sonitrol Pacific Limited Small Works Contract

LIMITED PUBLIC WORKS CONTRACT (Under $35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Sound Security, Inc., a Washington corporation dba Sonitrol Pacific ("Contractor").

WHEREAS, City is constructing a new City Hall Facility and updating an existing facility, and as part of these facility improvements wishes to install Access, Fire and Intrusion Control, and panic buttons; and

WHEREAS, Contractor has the expertise and experience necessary to complete installation of Access, Fire and Intrusion Control, and panic buttons; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the City Hall Security ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Insert Completion Date.

2. Contract Documents.

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

A. ☒ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any)**

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

3. Commencement of Work.

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

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance and additional insured endorsements required under Section 22.

D. The Contractor has obtained a City of Lake Stevens Business License.

E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed $ 27,172.73 (twenty seven thousand one hundred seventy two dollars and twenty three cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately

completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

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

F. Final Payment. As a Limited Public Works project under $35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

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

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall

afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and

attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

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

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

22. Insurance.

A. **Insurance Term.**
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractor's Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement,

evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses**.

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

J. **Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

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

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or

renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425-334-1012

To Contractor:

Sonitrol Pacific
Joe Bullis, VP of Operations
2221 California Street
Everett, WA 98201
Telephone: 425-258-3655

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

SOUND SECURITY, INC., dba SONITROL PACIFIC

By:_____

_____
Printed Name & Title

ATTEST:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City	Contractor

ATTACHMENTS: SONITROL PACIFIC AGREEMENT

SONITROL®
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security, Inc. Company

Systems Proposal

for

City of Lake Stevens City Hall

GSA Pricing, City of Lake Stevens

Prepared For:
Troy Stevens

City of Lake Stevens
(425) 737-7103
tstevens@lakestevenswa.gov

Prepared By:
Allison Rhodes
Security Consultant
Sonitrol Pacific
(425) 258-3655
arhodes@sonitrolpacific.com

Proposal Number: 18936-9-0
Date: May 16, 2017

SONITROL
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security, Inc. Company

Investment Summary

Customer Details:

Client: City of Lake Stevens City Hall
Site: 1812 Main St, Lake Stevens, WA, 98258
Contact: Troy Stevens
Phone #: 425-737-7103

Security Consultant:

Name: Allison Rhodes
Cell: 425.258.3655
Email: arhodes@sonitrolpacific.com

Access Control

QTY	Description
2	Sonitrol 18" Chassis
4	24v 40va Transformer with LED
4	Battery Back-Up
2	Sonitrol Quad 4 Access Module
2	Power Supply (w/ Locking Case)
5	Mullion Prox Reader
1	Flush Mount Door Release Button

Fire

QTY	Description
1	Conventional 10 Zone Fire Panel w dialer
1	Addressable 6A Power Booster
2	Conventional Remote Annunciator
2	Outdoor Horn/Strobe
4	Conventional Indoor Pull Station
7	Fire Horn/Strobe
20	Conventional 2-Wire Smoke Detector

Intrusion

QTY	Description
10	Sonitrol Audio Sensor
2	Sonitrol Keypad
1	FlexIP Board
1	Sonitrol 18" Chassis
1	Battery Back-up
1	2440VA Transformer
1	Outdoor Siren
1	Power Supply for Cellular
1	4G Cell Back Up
5	Single Door Sensor

Panic Buttons

QTY	Description
4	2-Button Verified Panic Button

Investment Summary

Total System Investment: **$24,952.00**
Monthly Investment: $536.00

This proposal does not include sales tax, if applicable.
Client Owns all Equipment

Proposal Number: 18936-9-0
Date: May 16, 2017

SONITROL
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SONITROL PACIFIC
A Sound Security Inc Company

This proposal does not constitute a sales agreement. Price quoted above in effect for 30 days from date submitted. Acceptance of this security system quotation is subject to all terms and conditions of Sonitrol Pacific's standard client agreement which must be executed prior to installation.

Security Consultant Signature: _____ Date: May 17, 2017

Security System Quotation Approved: _____ Date: _____
(Customer Signature) MAYOR

Sonitrol Pacific
Federal Tax ID No. 91-1107170

Proposal Number: 18936-9-0
Date: May 16, 2017

SONITROL
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security Inc Company

Scope Of Work

Customer Details:

Site: 1812 Main St, Lake Stevens, WA, 98258
Billing: 1812 Main St, Lake Stevens, WA, 98258
Contact: Troy Stevens (425) 737-7103, tstevens@lakestevenswa.gov

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner. The installation will be in accordance to industry standards, regulations and codes.
- **Electric** - The client will provide the company with access to necessary electric (120VAC) connections.
- **IP Communications** - The client will provide and maintain any required broadband public internet connection needed for monitoring or remote access to the system. The client will be responsible to provide a static IP address if required by the system. Sonitrol Pacific will need to work with the client's IT professional to establish the needed IP addresses, subnet mask, default gateway and open ports as well as any firewall routing to enable the system communications. The client will make available the physical port connections to the network. Installation will begin after the needed connections and information is provided to the installing technician. Internet connection fees are the responsibility of the client.
- **Availability of Connections** - Required power, phone line, network and internet connections not available at the time of installation may result in an additional trip charge which will be invoiced separately.
- **Fire Drawings and Permits** - Where the State, City or municipality requires permits and drawings the company will provide all of the submittals and separately invoice the client for the expenses. Fire system designs are subject to the approval and inspection of the local Fire Marshal. Any additional specific devices that are required will be invoiced separately.
- **Fire System Phone Lines** - Fire alarm systems which use dial phone line communications require two client provided analog phone line connections.
- **Payment Terms** - Deposit of 50% of installation amount required upon signing of agreement. Final balance due upon completion of installation.
- **Taxes** - All work and service are subject to sales tax unless client provides company with tax exemption form.

Initials: _____

SONITROL
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security Inc Company

Proposal Number: 18936-9-0
Date: May 16, 2017

As an Addendum to the Agreement between the Dealer ("Dealer") and the customer ("Customer") it is agreed:

1. Warranty. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment of a type authorized and approved by Sonitrol Corporation, Dealer warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol central station (the "Sonitrol Security System") will detect and the central station will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's System utilizes the non-dedicated telephone line for communication with Sonitrol's central monitoring station, and in the further event the Customer's telephone line is inoperative during the burglary by forcible intrusion, then in lieu of the above warranty, Dealer warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. Scope of Warranty. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Evenf'). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or eqUipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. Exclusions. This Warranty does not extend to, and Dealer or its agent shall have no liability for, the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damaged to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not covered Goods; (c) if the Protected Building is other than a Single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of Dealer; (e) loss or damage occurring during a period of time that the Customer has been previously notified by Dealer or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) loss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. Maximum Liability. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, Dealer or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. Conditions to Warranty. This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to Sonitrol, and within seven (7) days after a Covered Event Customer shall submit to Dealer or Its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding suCh goods.

6. Termination. Dealer or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not Inure to the benefit of any party (including insurers) other than Customer.

7. Waiver of Subrogation. For the benefit of Dealer or its agent, Customer hereby waives any rights of subrogation against Sonitrol that any insurer of Customer may have, provided, however, that if this waiver shall cause the applicable insurance coverage of Customer, if any, to be invalidated, this waiver shall be void and of no effect.

8. Effect on Agreement. Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. It is specifically understood that Sonitrol Corporation is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIGNED THIS 17th DAY OF May, YEAR OF 2017

Sonitrol Pacific — DEALER
City of Lake Stevens — CUSTOMER

By: [signature]

LOCATION: _____

* By: _____

SONITROL
VERIFIED ELECTRONIC SECURITY
SONITROL PACIFIC
A Sound Security, Inc. Company

Client Agreement No. 18936-9-0
Date: 05/16/2017

CLIENT NAME: City of Lake Stevens City Hall PHONE:425-737-7103

INSTALL AT:	1812 Main St		Lake Stevens	WA	98258
	Address		City	State	Zip
BILL TO:	City of Lake Stevens	1812 Main St	Lake Stevens	WA	98258
	Name	Address	City	State	Zip

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated May 16, 2017 which becomes part of this Agreement.

All equipment is the personal property of the Dealer ☐ Client ☑ **This agreement applies to: (check appropriate categories)**

TELEPHONE CO. CHARGES INCLUDED: Yes☐ No ☑

- ☑ Burglar Alarm Signaling Service
- ☑ Hold-Up Alarm Signaling Service
- ☑ Fire Alarm Signaling Service
- ☐ Sprinkler Supervisory Signaling Service
- ☑ Access Control Service
- ☐ Other

SPECIAL INSTRUCTIONS Installation of one Sonitrol Integrated Fire and Security System. Full service warranty on all parts and labor for normal maintenance as long as Sound Security, Inc. provides the equipment and provides monitoring service, unless otherwise noted.

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION:	$24,952	$2,220.73	$27,172.73	$13,586.36	$13,586.37
		Tax	Total	Down Payment	Balance Upon Completion
MONITORING:	$536	0.00	536.00		Per Month Billed Monthly
	(Payable In Advance)	Tax	Total		Payment Mode

MONTHLY MANAGEMENT REPORT: Yes ☑ No ☐ COMMUNICATION LINK : Cellular/GSM, , Internet

1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.

4. DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.

5. CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER 'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is: WA - Department of Labor and Industries

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/ SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED.
IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY 30 DAYS AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY 13.00 WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

1. **DEALER** agrees to install or cause to be installed, in the premises of the **CLIENT**, alarm equipment and devices, and to provide a centrally monitored signaling system necessary to transmit signals from the premises of the **CLIENT** to **DEALER'S** central monitoring station, in accordance with the attached Security System Quotation. Upon completion of installation **DEALER** will thoroughly instruct the **CLIENT** in the proper use of the Alarm System. **DEALER** will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by **DEALER** into Sonitrol's signaling system.

2. This Agreement shall automatically renew for additional terms of one (1) year each unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If either (a) **DEALER** terminates this Agreement pursuant to Paragraph 4 (a "Termination for Cause") or (b) this Agreement is terminated by **CLIENT** (a "Wrongful Termination") for any reason, other than at the end of the initial term or any renewal term as provided for herein; then (i) **DEALER** will terminate all services hereunder, and (ii) in addition to amounts due for services actually rendered prior to the termination of the Agreement, there shall be immediately due and payable by **CLIENT** to **DEALER**, as liquidated damages, an amount equal to the unpaid Monitoring Fee ("Unpaid Monitoring Fee"), calculated by multiplying (A) the number of months remaining from the date this Agreement is terminated to the end of the initial term or the then current renewal term times (B) the Monitoring Fee set forth above, exclusive of taxes. **CLIENT** understands, acknowledges and agrees that **DEALER'S** actual damages resulting from either a Termination for Cause or a Wrongful Termination includes, among other things; the then present value of the Unpaid Monitoring Fees, equipment and material cost that have not been depreciated and /or the actual costs of disconnecting and removing the **DEALER'S** equipment from the above installation site. Therefore, **CLIENT** acknowledges and agrees that the liquidated damages established hereby are a reasonable approximation of the actual damages to be incurred by **DEALER** upon the occurrence of either a Termination for Cause or of a Wrongful Termination. If **CLIENT** fails to pay the amounts due hereunder for services actually rendered and/or the liquidated damages payable hereunder, then **CLIENT** agrees to reimburse **DEALER** for all costs of collecting the same, including without limitation, reasonable attorney's fees.

3. **DEALER** shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on **DEALER** by any utility or government agency and **CLIENT** agrees to pay same. So that may properly adjust its rates to meet changing costs, **DEALER** may, at any time after the expiration of one (1) year from the date of this Agreement, increase the **annual** monitoring service charges upon giving the **CLIENT** notice in writing. In the event the increase exceeds more than 10% and **CLIENT** is unwilling to pay the increased charges, **CLIENT** may terminate this Agreement upon giving notice in writing to **DEALER** within thirty (30) days from the date of notice of the increase. **CLIENT'S** failure to notify **DEALER** within said thirty (30) days shall constitute **CLIENT'S** acceptance of the increase.

4. **CLIENT** shall be in default of this Agreement for: (a) failure to pay the installation charge, (b) failure to pay the monitoring/service charge when due (c) willfully or negligently causing repeated false alarms, (d) failure to perform any other obligation under this Agreement. Upon **CLIENT'S** default, **DEALER** shall have the right to terminate this Agreement ten (10) days after written notice of default if after such notice **CLIENT** has not cured the default. Any cost incurred by **DEALER** as a result of a false alarm originating from **CLIENT'S** premises shall be promptly reimbursed to **DEALER.** In the event of any default of this Agreement by **CLIENT,** including a default for failure to pay monies due and owing to **DEALER, CLIENT** shall pay **DEALER** any and all damages or losses incurred by **DEALER** in connection with such default, including all costs and expenses incurred by **DEALER** in collecting any monies due and owing by **CLIENT** to **DEALER** hereunder, reasonable attorney's fees, costs, prejudgment interest, and any other reasonable and related expenses of collection.

5. **DEALER** agrees to monitor the system from the time **CLIENT** causes the system to be activated until **CLIENT** causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into **CLIENT'S** premises or an emergency, the **DEALER'S** operator will use reasonable efforts to identify, the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by **CLIENT** in writing, **DEALER** will also notify an agent designated in writing by **CLIENT. CLIENT** agrees to give **DEALER** a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing, the premises and who may be called upon for a key to enter **CLIENT'S** premises during such periods.

6. **CENTRAL STATION ALARM** If **DEALER** has installed a central station alarm, **DEALER** shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by **CLIENT.**
   A. Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to headquarters of the public police department.
   B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
   C. Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit to the public fire department.
   D. Upon receipt of an auxiliary, trouble, supervisory, or other special signal, notify **CLIENT** or local authority as applicable.
   E. Upon receipt of an audio signal indicating an unauthorized entry into **CLIENT'S** premises, **DEALER'S** operator will use reasonable efforts to identify the sound, and when warranted transmit notice of said signal to the public police department.
   DEALER shall use reasonable efforts to notify **CLIENT'S** designated representative, provided that **CLIENT** has designated in writing a person to be notified and has provided a telephone number. **DEALER** shall be deemed to have used reasonable efforts to notify **CLIENT'S** representative if **DEALER** has called telephone number supplied by **CLIENT.**

7. **CLIENT** hereby authorizes and empowers **DEALER,** its agents or assigns, to install the aforesaid system in the designated premises, and to service the system and to make any necessary inspections, tests and repairs as required. **CLIENT** understands that alternative or additional protection can be installed at **CLIENT'S** request and expense. **CLIENT** acknowledges that **DEALER** has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is **CLIENT'S** obligation to make **DEALER** aware of such conditions, failing which **DEALER** shall have no responsibility whatsoever for any damage that may be caused. The **CLIENT** agrees to furnish any necessary electric current through **CLIENT'S** meter and at **CLIENT'S** own expense. It is mutually agreed that the work of installation, repair or service by the **DEALER** shall be performed between the hours of 8:00 o'clock a.m. and 5:00 p.m. exclusive of Saturdays, Sundays and holidays.

8. It is understood and agreed that upon termination **DEALER** may remove or abandon, in whole or in part, the system if owned by **DEALER**, without obligation to repair or redecorate any portion of the **CLIENT'S** premises. **DEALER'S** removal or abandonment shall not constitute a waiver of the right to collect any charges, which may have been accrued or may be due hereunder. **CLIENT** shall maintain insurance adequate to cover the replacement cost of **DEALER'S** equipment in the custody and control of **CLIENT.**

9. This agreement may be cancelled, without previous notice, at the option of **DEALER,** in the event **DEALER'S** central station, connection link or the equipment within the **CLIENT'S** premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of the **CLIENT** in the event of such occurrences. **CLIENT** shall be liable for any, delinquent payments for services previously rendered.

10. **CLIENT** agrees to perform system checks as instructed by DEALER in order to ascertain if the system is properly functioning. **CLIENT** acknowledges that **DEALER'S** obligation hereunder relates solely to the services set forth above and to the service of the specified alarm system and the **DEALER** is in no way obligated to insure the operation of the system or to maintain or service **CLIENT'S** property or the property of others to which **DEALER'S** system is connect. Repairs shall be performed as soon as reasonably possible after receipt of notice by **DEALER. CLIENT** is solely responsible for proper maintenance of any devices utilizing batteries, or any sprinkler system including provision of heat where necessary and acknowledges that **DEALER** has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.

11. **DEALER** assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires act of God or any causes beyond the control of **DEALER,** including interruption of alarm transmission, and will not be required to supply service to the **CLIENT** while such cause continues. **CLIENT** understands that alarm signals may be transmitted by telephone, cable, radio or microwave, which are outside the control of **DEALER,** and **DEALER** shall have no responsibility for any failure in transmission of alarm signals by any of these means. **CLIENT** agrees to immediately notify **DEALER** of any malfunctions of the communication link used by this equipment.

12. **LIMITATIONS OF DAMAGES**:
   A. It is understood and agreed by the parties hereto that **DEALER** is not insurer and that insurance, if any, covering personal injury and property loss or damage on **CLIENT'S** premises shall be obtained by **CLIENT**, at **CLIENT'S** sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of **CLIENT'S** property or the property of others located on **CLIENT'S** premises; that **DEALER** makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences therefrom which the system or service is intended to detect or avert, except for the provisions of the Sonitrol Security System Limited Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.

   B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of **DEALER'S** obligations or a failure or malfunction in the system to properly operate because of, among other things: the uncertain amount or value of **CLIENT'S** property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by **DEALER'S** failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by **DEALER.**

   C. CLIENT UNDERSTANDS AND AGREES THAT IF **DEALER** SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, **DEALER'S** LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S MONITORING PAYMENTS, OR FIVE HUNDRED DOLLARS ($500) WHICHEVER IS THE LESSER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF **DEALER'S** OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF **DEALER,** ITS EMPLOYEES OR AGENTS.

   D. In the event that the **CLIENT** wishes **DEALER** to assume greater liability, **CLIENT** may, as a matter of right, obtain from **DEALER** a high limit by paying an additional amount to **DEALER**, and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold **DEALER** as an insurer.
   E. When **CLIENT** in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the persons or property of others, **CLIENT** agrees to and shall indemnify, defend and hold harmless **DEALER**, its employees and agents for and against all claims brought by owners of said property arising out of the **DEALER** service under this Agreement. This provision shall apply to all claims regardless of cause including **DEALER'S** performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of **DEALER,** its employees or agents, but this provision shall not apply to claims for loss or damage solely and indirectly caused by an employee of **DEALER** while on **CLIENT'S** premises.

   F. CLIENT acknowledges that the system installed is as requested and is suitable to his purpose, and unless defects or omissions are called to **DEALER'S** attention, in writing, within five (5) days after completion of installation, **CLIENT** accepts the system as is.

13. All claims, actions or proceedings, legal or equitable, against **DEALER** must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of the paragraph.

14. **CLIENT** acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third-party indemnification, inure to the benefit of and are applicable to Sonitrol Corporation and its subsidiaries and to any subcontractors engaged by **DEALER** to provide monitoring, maintenance, installation or service of the alarm system provided herein. **CLIENT** hereby waives his right of recovery against **DEALER** for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.

15. If there is any conflict between this Agreement and **CLIENT'S** purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by **CLIENT** except upon advance written consent of **DEALER.**

16. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

Initials _____

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: 24th Street SE Extension – Design Authorization

Contact Person/Department:	Eric Durpos, Public Works	**Budget Impact:**	$846,242

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with Lochner to survey, conduct an environmental review, and design the 24th Street SE extension for an amount of $846,242.

SUMMARY/BACKGROUND: This proposal will provide a design to construct two new roads which extend 24th St SE for approximately 1,350 feet west of SR 9, and extend 91st Ave SE for approximately 1,250 feet south of 20th St SE. The completed 24th St SE roadway will generally consist of one eastbound land and one westbound lane with a planter strip and ten-foot wide shared use path on the north side. One roundabout is planned to reconfigure the SR 9, South Lake Stevens Road, and 24th St SE intersection and will be located west of the existing intersection. The completed 91st Ave SE roadway will generally consist of one northbound and one southbound lane with a planter strip and ten-foot wide shared use path. A regional pond located south of the future 24th Street SE and 91st Avenue SE intersection is also included.

24th Street SE was identified as a key connecting roadway in the 20th Street SE Corridor subarea plan. This roadway is also identified in the City's Capital Improvement Plan and as such, is included in the current Traffic Impact Fee Schedule. 24th Street SE's role is to provide an alternate route to support growth along the south side of 20th Street SE and to reduce congestion along 20th Street SE.

In August 2015 the Lake Stevens City Council approved a Professional Service Agreement with HWA GeoSciences, Inc. to perform preliminary geotechnical review for the alignment of 24th Street SE. That study provided information about how to construct a stable road section within the wetlands. Lochner will reference the preliminary geotechnical review in their design work.

The 24th Street SE Extension project was identified as a priority project by the Council and included in the 2017 TIZ3 (Traffic Impact Zone 3) budget for $550,000 and the TSA/TDM Budget for $296,242. The product provided by Lochner will provide a construction bid ready document. The timing for completion of the bid package is 9 months allowing for this project to be ready for construction in the 2018 season.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Identified in the $2017 TIZ3 Fund for $550,000 and TSA/TDM Fund for $296,242

ATTACHMENTS:

► Attachment A: Professional Services Agreement

ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND H.W. LOCHNER, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and H.W. Lochner, Inc., a Wisconsin corporation authorized to do business in the State of Washington ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **24TH STREET SE EXTENSION** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

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 Scope of Services 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 Services 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 produced under this Agreement 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 Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the 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 Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TERM.** The term of this Agreement shall commence on July 1, 2017 and shall terminate at midnight, April 1, 2018. The parties may extend the term of this Agreement by written mutual 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**.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant or subcontractor/subconsultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for

all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** 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, subcontractor/subconsultant in performance of this Agreement, except for injuries and damages caused by the sole 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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. Public Records Requests.
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE**.

a**. Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, subcontractor/subconsultants or employees.

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(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. $1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. 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.

f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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, sexual orientation, 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 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant 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. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **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.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS**.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. All work performed by subcontractors/subconsultants shall comply with the terms of this Agreement and the Scope of Services in Exhibit A.

c. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license, all registrations and bonding, if required by statute, must be included in the verification process. If Federal funds are used in the project and Federal contract requirements include one or more certifications from Consultant and/or subcontractor/subconsultant, then, subcontractor/subconsultant shall obtain and supply said certifications. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit B:

The Watershed Company	Russell Lambert
HWA GeoSciences	Tierra Right of Way
Harmsen and Associates	American Forestry

d. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City. The City may require Consultant to complete a subconsultant evaluation questionnaire as part of the approval process and may require Consultant to provide a schedule for the work to be performed by the subcontractor/subconsultant.

e. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

f. All subcontractors/subconsultants shall strictly comply with all laws applicable to the work they perform, including but not limited to prevailing wage laws, minimum wage laws, applicable labor standards, labor and industrial standards related to work practices, clothing, visibility, traffic safety and otherwise, and nondiscrimination and equal opportunity.

g. Where sales or use tax may be due related to services or products purchased by subcontractors/subconsultants, all sales and use taxes shall be promptly paid.

h. All Agreements between Consultant and a subcontractor/subconsultant shall contain a provision whereby the subcontractor/subconsultant waives the immunity of Title 51 RCW Industrial Insurance for the purposes of a claim for contribution by City. All Agreements between Consultant and subcontractor/subconsultant shall contain a provision that final payment shall not waive or release subcontractor/subconsultant of liability associated with their performance of work or any warranty given by subcontractor/subconsultant.

i. All work of subcontractor/subconsultant shall be subject to audit, and subcontractor/subconsultant shall fully cooperate in any audit. The provisions of III 6 d and e of this Agreement shall apply equally and to the same force and effect as to any subcontractor/subconsultant.

j. If City determines that the work of subcontractor/subconsultant is inadequate or unsatisfactory, City may direct Consultant to terminate the services of subcontractor/subconsultant. Despite any termination directed by City, the amount to be paid under this Agreement shall not be increased.

k. City's consent or approval to a subcontractor/subconsultant shall not create a contractual relationship between City and subcontractor/subconsultant.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $846,242.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant’s possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

To the City:	**To the Consultant:**
City of Lake Stevens Attn: City Clerk 1812 Main Street (Physical Address) Post Office Box 257 (Mailing Address) Lake Sevens, WA 98258 Telephone: (425) 334-1012	H.W. Lochner, Inc. Attn: Stephen G. Lewis, AICP Vice President 915 – 118th Avenue SE, Suite 130 Bellevue, WA 98005 Telephone: (425) 349-0912

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) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

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

V.6 **NONWAIVER**. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT**. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

H.W. LOCHNER, INC.

By:_____

_____
Printed Name and Title

Approved as to Form:

By:_____
Grant K. Weed, City Attorney

Exhibit A – Scope of Services

City of Lake Stevens
24th Street SE Extension

Prepared for:

City of Lake Stevens, Washington

April 5, 2017

Prepared by:

LOCHNER

906 SE Everett Mall Way, Suite 130
Everett, WA 98208

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EXHIBIT A – SCOPE OF SERVICES

City of Lake Stevens

24th Street SE Extension

PROJECT DESCRIPTION

This project will construct a new street approximately 1350-feet in length across undeveloped terrain between SR-9 and 91st Avenue SE along the alignment of 24th Avenue SE. The completed roadway will generally consist of one eastbound lane and one westbound lane with a planter strip and a ten-foot wide shared used path on the north side. One roundabout is planned to reconfigure the SR 9 and the South Lake Stevens Road intersection and will be located west of the existing intersection. A regional pond located south of the future 24th St SE and 91st Ave SE intersection is also included.

In addition, survey, environmental, and design services are provided as optional services for the design and permitting of the 91st Ave SE alignment between 20th St SE and 24th St SE.

GENERAL ASSUMPTIONS

H.W. Lochner, Inc. (CONSULTANT) will provide professional services to the City of Lake Stevens (CITY) as outlined in the tasks descriptions below. The following general provisions/assumptions have been made:

1. The CONSULTANT will maintain communication with the CITY throughout the project.
2. The expected duration for this scope of services is nine (9) months and is premised on a notice-to-proceed date in April 2017.
3. This scope of services generally includes project management, site assessment, environmental permitting, right of way acquisition support, topographic survey, geotechnical evaluation, and roadway design including a regional pond.
4. Reports and drawings developed under this contract will be provided in hardcopy and electronic (pdf) format.
5. Engineering drawings will be prepared using AutoCAD Civil 3d. Files will be provided to the CITY at project close-out.
6. The CONSULTANT will provide the CITY with preliminary plans for review at approximately the Preliminary, Interim, and Final levels of design.
7. Project Bidding and Construction Support Services are not included.
8. It is understood and agreed that tasks may be added or deleted from the scope of services by mutual agreement of the CITY and CONSULTANT. Additional fee may be required for additional tasks.

9. Original permits, approvals, agreements or other obligations will be forwarded to the CITY in hardcopy and electronic form.
10. Federal Funds are not included in the project budget for design. It is also assumed no Federal Funds will be obtained for construction.
11. This Scope of Work includes some "OPTIONAL TASKs" that may be added to the project at a later date at the city's option. Additional fee may be required for "Optional Tasks".

DESIGN STANDARDS

Plans, specifications, and contract documents, to the extent feasible, will be developed in accordance with the following, as applicable:

1. Washington State Department of Transportation/American Public Works Association, "Standard Specifications for Road, Bridge, and Municipal Construction", M41-10, 2016,
2. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction", M21-01 last modified date August, 2015,
3. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009,
4. A Policy on Geometric Design of Highways and Streets (AASHTO green book), 6th Edition, 2011,
5. Department of Ecology (Ecology) 2012 "Stormwater Management Manual for Western Washington" (SWMMWW)
6. City of Lake Stevens Municipal Code
7. City of Lake Stevens "Engineering Design and Development Standards" May 2009 or current version.
8. Snohomish County CADD standards will be used for plans development.

SCOPE OVERVIEW

The goal of this scope of work is to design the corridor improvements, prepare contract plans, specification and an engineer's estimate. The scope is divided into tasks that correspond to the major milestones:

TASK 1: PROJECT MANAGEMENT

1.1 Team Management

The CONSULTANT will be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include completion of professional services in a timely manner and within the Agreement budget. The CONSULTANT will be responsible for:

- Strategic management and reporting.
- Developing and maintaining a Project Management Plan (PMP) consisting of:

  - Project Description & Objectives
  - Scope
  - Contract & Budget
  - Schedule
  - Organizational Chart
  - List of Contacts
  - QC/QA Plan
- Conducting regular meetings with internal staff and subconsultants.
- Making assignments to project staff and subconsultants.

For the purposes of budgeting, the anticipated duration of the project will be approximately nine (9) months beginning April 2017 and ending December, 2017. The CONSULTANT will also be responsible for coordinating the activities of the subconsultants as necessary to complete the elements of the Agreement. This coordination will include preparing subconsultant agreements, obtaining monthly progress reports and invoices, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the Management Team. The CONSULTANT's Project Manager will be the contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products will be directed in writing to the CITY's Project Manager.

Assumptions:

- The Project Schedule will be prepared using Microsoft Project and will be delivered at the initial Kick-Off Meeting along with the PMP. The schedule will be updated and provided to the City monthly.

Deliverables:

- Project Management Plan (PMP), (Three hard copies with updated documents delivered electronically.) The PMP will be updated as necessary.

1.2 Kick-off Meeting

A Kick-off Meeting will be held at the beginning of the project and attended by key team members of the CITY staff, CONSULTANT and subconsultants. The goal will be to enhance commitment by developing ownership within members of the project team, to confirm assignments of project activities to be completed by each team member, and to finalize development of a definitive Project Schedule.

The meeting will also provide opportunities to establish management procedures, lines of communications, identify lines of authority for decision making, provide clear direction to team members, discuss the project schedule and get buy-in from team members, identify stakeholders and provide a general exchange of views and ideas regarding the execution and development of the project.

Assumptions:

- The Kick-off Meeting will be held at City Hall or at Lochner's office in Everett at the CITY's option.
- The Kick-off Meeting will be attended by key members of the project team as appropriate.

Deliverables:

- Meeting Agenda and Meeting Summary (1 electronic copy)

1.3 Project Coordination/Progress Meetings

The CONSULTANT shall meet with the CITY, and as requested other key stakeholders, at project kickoff and then every two weeks during the project to review the overall project status, schedule, budget and outstanding issues. These meetings will be in the CITY's offices and/or over the phone. For purposes of estimating time required for this sub-element, it is assumed that 18 meetings will be held during the project. In addition to the regular Project Coordination meetings, it is projected that the CONSULTANT team will use the following assumptions for staff at these meetings: The CONSULTANT Project Manager shall be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, and faxes.
- Maintaining open access to project information by the CITY
- The CITY's Project Manager may contact team members as needed during each phase of the project with the CONSULTANT Project Manager cc'ed on emailed correspondence.

Assumptions:

- Project meetings with the City Project Manager are anticipated to occur every two weeks. These meetings will be attended by up to two (2) CONSULTANT staff. Other CONSULTANT staff will attend if necessary to provide technical expertise. Other CONSULTANT staff may also attend via conference call if appropriate.
- The CITY will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The CITY will share these communications, as appropriate.

Deliverables:

- Meeting Agendas and Meeting Summary's (1 electronic copy)
- Other meeting materials will include work products that convey the current level of progress.

1.4 Project Reports and Invoicing

The CONSULTANT will provide a monthly status/progress report with invoices every four weeks, itemized by task and subtask, to the City that will describe work performed by the CONSULTANT team members during the current reporting period. The progress reports will be prepared in a format approved by the City Project Manager.

Assumptions:

- A general summary of activities performed by the CONSULTANT team including meetings held during the reporting period;
- Listing of activities by work element performed by the CONSULTANT team during the reporting period;
- A listing of problems/issues encountered during the reporting period and their resolution; and
- A listing of activities to be accomplished during the next reporting period.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices.

TASK 2: SURVEY

The CONSULTANT will stake the alignment center line and the perimeter of the proposed regional stormwater pond to allow the geotechnical, environmental, and forestry tasks to proceed.

2.1 Survey and Basemapping

2.1.1 Research and Survey Control

Research of public records and published survey control data will be undertaken in order to identify and locate controlling monumentation for use in establishing a horizontal and vertical base for topographic surveying, specifically Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/2011) horizontal datum and North American Vertical Datum (NAVD 88). Existing survey control monumentation will be recovered and auxiliary control established as necessary in order to survey topographic features of the right-of-way corridor as well as streams, wetland locations and Ordinary High Water Mark (OHWM) as delineated by others.

Services also include staking the alignment centerline and pond perimeter.

2.1.2 Topographic Field Survey and Basemap

Topographic survey mapping will be prepared at a convenient scale with a 1 foot vertical contour interval and spot elevations in digital AutoCAD format, using standard Snohomish County CADD Standards. Final digital files are to be contiguous at a 1 to 1 scale in model space. Point data blocks will include number identifier, elevations and descriptors. Mapping is to be planimetric with digital terrain modeling. The mapping will comply with the National Map Accuracy Standards for 1" = 20' scale mapping, 1-foot contour interval. The

CONSULTANT will have a private utility locating company mark the utility locations in the field. The above topography will be supplemented by information provided by the utility owners as requested by the CONSULTANT, which cannot be picked up with the topographic survey. The CONSULTANT will provide traffic control for a "Mobile-Work" configuration and may include a flagger, traffic control signage and cones during the duration of the of the field operations along the WSDOT SR-9 right-of-way. The CONSULTANT will conduct a field walk through to verify the base mapping.

Deliverables:

- Application for Permit to Remove or Destroy a Survey Monument and associated map if necessary.
- AutoCAD Base Map drawing files suitable for the preparation of roadway plans.
- Survey Notes.
- DTM with two-foot contours.

2.2 Right-of-Way (ROW) Plans

The CONSULTANT will prepare the following items:

- Coordinate with Preliminary Base Map and proposed ROW alignment and existing Right-of-Way boundary to identify potential property acquisitions.
- Prepare Preliminary Right-of-Way Plan.
- Coordinate with the CITY regarding property and ROW acquisition.
- Prepare Legal Descriptions for all revised properties and new Right-of-Way.
- Right-of Way appraisal and property acquisition services are not included.

Deliverables:

- Legal descriptions for revised properties, exhibits depicting existing and new ROW limits, and easements.
- Preliminary Right-of-Way Plan and related digital files in AutoCAD format.

TASK 3: GEOTECHNICAL EVALUATION

Geotechnical Engineering Services

The proposed alignment is currently wooded and sections of the alignment will cross several documented wetlands. A significant part of the project will require construction of a stormwater facility that is currently planned near the western terminus of the proposed roadway. Currently, however, up to two other storm water facilities are under consideration. The CONSULTANT will provide geotechnical assistance associated with siting and design of the proposed stormwater facilities and determination of the depth of the wetland soils within the wetland areas along the roadway. Based on this understanding, THE CONSULTANT proposed the following phased geotechnical scope of services.

Phase 1 of the geotechnical engineering services will include field work and analysis associated with siting of a proposed stormwater facility and determining the depth of wetland soils along the roadway alignment.

- **Review Available Geotechnical Information:** THE CONSULTANT will review the work completed during the conceptual phase of the project as well as available geologic maps of the alignment and proposed stormwater facility locations.
- **Conduct Site Reconnaissance and Utility Locates:** THE CONSULTANT will conduct a site reconnaissance of up to 3 proposed stormwater facility locations to evaluate the surficial soils, site topography and geotechnical constraints. The site reconnaissance will be completed by a licensed geologist and geotechnical engineer. During the site reconnaissance THE CONSULTANT's staff will mark the locations of proposed dynamic cone penetration tests within the wetland soils along the road alignment.
- **Conduct Wetland Penetration Tests:** Upon approval and completion of utility locates, THE CONSULTANT will conduct 2 days of dynamic cone penetration testing (DCP), within the wetlands along the alignment to augment the t-probe penetration data developed for the conceptual geotechnical report. The DCP tests will provide the design team with a representation of the wetland thickness along the centerline of each wetland crossing. This data will help to quantify over excavation and replacement quantities for the wetland roadway crossings.
- **Generate Dynamic Cone Penetrometer Logs and Cross Sections:** THE CONSULTANT will generate penetration logs and cross section showing the anticipated depth of wetland soils across the three wetlands that are to be crossed by the roadway.
- **Facility Sitting and Wetland Geotechnical Engineering Analysis**: We will evaluate the data derived from our site reconnaissance and DCP testing to provide storm water facility siting recommendations and wetland soil over excavation and replacement recommendations.
- **Stormwater sitting Memo**: THE CONSULTANT will provide a brief memo outlining our reconnaissance of the proposed stormwater facility locations. This memo will include a discussion of the geotechnical constraints associated with each site.

3.2 Geotechnical Stormwater Design Services

Once a preferred stormwater facility location is identified, THE CONSULTANT proposes the following services to provide recommendations for final design of the facility.

- **Plan Field Exploration Program:** THE CONSULTANT will plan an appropriate field exploration program to identify the subsurface soils and groundwater conditions at the preferred location of the proposed storm water facility. The exploration plan will consist of drilling a series of three geotechnical borings within the footprint of the proposed storm water facility. THE CONSULTANT will provide input to the City of Lake Stevens in support of permits required to access the locations of our proposed explorations.
- **Conduct Utility Locates:** Prior to completing any subsurface explorations, THE CONSULTANT will mark the locations of the proposed explorations and call for utility locates.

- **Conduct Subsurface Explorations:** Upon approval, THE CONSULTANT will conduct the proposed field exploration program to identify the subsoil and groundwater conditions at the location of the proposed storm water facility. The subsurface explorations will consist of drilling up to three limited access geotechnical borings to depths of 20 to 30 feet below existing ground surface within the footprint of the proposed facility. One of the geotechnical borings will be completed as a groundwater monitoring well to monitor groundwater fluctuations over time. A groundwater monitoring transducer will be placed in the monitoring well to monitor groundwater over a period of 8 months. Each geotechnical boring will be monitored and logged by a THE CONSULTANT geologist of geotechnical engineer.
- **Generate Boring Logs and Conduct Laboratory Testing:** Soil conditions observed in the field and laboratory test information will be presented on summary boring logs that will be generated upon completion of our exploration program. All the soil samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and classification index properties for our engineering analyses.
- **Groundwater Monitoring:** THE CONSULTANT shall install a groundwater monitoring transducer in the proposed monitoring well. This transducer will be set to take groundwater elevation readings every half an hour for the duration of 8 months. A Hydrogeologist from THE CONSULTANT shall make quarterly site visits to download and process the groundwater data. This data will be used to provide geotechnical design and infiltration recommendations and also to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.
- **Stormwater Geotechnical Engineering Analysis**: THE CONSULTANT will evaluate the data derived from our stormwater subsurface explorations program to determine the geotechnical constraints on the proposed storm water facility. This evaluation will include g characterization of the native soils and assessment of local groundwater level fluctuations as they relate to site infiltration potential. If the native soils are determined to be conducive to onsite infiltration and are not glacially over consolidated, grain size data from the borings will be used to determine a design infiltration rate. If the native soils are determined to be conducive to onsite infiltration and are glacially over consolidated, supplemental Pilot Infiltration Testing (PIT) will be required to determine a design infiltration rate.

3.3 Geotechnical Report

THE CONSULTANT will generate a draft and final geotechnical report based on the results of the tasks 3.1 and 3.2, field explorations and associated analysis. THE CONSULTANT will also provide geotechnical task management throughout the project.

- **Geotechnical Engineering Report**: THE CONSULTANT will generate a draft and final geotechnical engineering report that will contain the results of the geotechnical engineering investigation, including description of surface, subsurface and

groundwater conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide a narrative and geotechnical recommendations for each of the above described geotechnical aspects of the project at this phase and recommendation for earthwork and site preparation.

- **Project Coordination Meetings:** THE CONSULTANT will attend up to one project coordination meeting at with the design team at Lochner's Bellevue Office. This meeting will be held to convey the geotechnical considerations to the design team.

- **Task Management:** THE CONSULTANT will prepare monthly invoices, and progress reports if required. We will correspond with Lochner and the City in the form of emails, fax, and telephone calls, as necessary.

Assumptions:

- The CITY will obtain permission to access the proposed site.
- Any required street use, and other permit fees will be paid by others.
- No analytical testing will be conducted to identify potential soil contamination.
- The City will provide a cleared pathway to the proposed storm water design explorations.

Deliverables:

- Draft and final geotechnical report

TASK 4: CULTURAL RESOURCES

4.1 Cultural Resources

- Coordination with client, agency, and Tribes (as needed) regarding the project.
- Background Research and Site Files Review. This task includes a review of soils and geomorphological information, development history of the project area, the DAHP Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, previously published reports, and other pertinent data.
- Field Survey and Subsurface Testing. This task includes 100% pedestrian survey of the APE and subsurface testing. Shovel probes will be placed at 40 meter intervals, as feasible.
- Historic Property Inventory. Recording of up to one historic structure (a structure more than 50 years old) is included in the current scope of work.
- Site recording. Recording of up to one archaeological site is included in the current scope of work.
- Report/Graphics Preparation. The report will include all background research, field methods, maps, photographs, and results and will meet State requirements. Tierra will coordinate with the client to submit the report to the DAHP.
- Agency Review/Comment Response. Any agency comments will be addressed and a revised report provided for final review.

Assumptions:

- Identification and/or recording of more than one archaeological site or more than one historic structure (50+ years old) will be considered out of scope.
- Site access and rights of entry will be provided by client in writing prior to fieldwork.
- One set of comments on the report will be received and addressed.

TASK 5: PHASE 1 ENVIRONMENTAL SITE ASSESSMENT AND TREE SURVEY

5.1 Phase 1: Environmental Site Assessment

The CONSULTANT will perform a site-specific Phase I ESA for the Property. The assessment will follow generally accepted and established practices as promulgated by the American Society for Testing Materials (ASTM), using Method E 1527-13. In addition, this assessment will also incorporate requirements of the United States Environmental Protection Agency (USEPA) *Standards and Practices for All Appropriate Inquiries; Final Rule* published in the Federal Register, Part III, 40 CFR Part 312 dated August 15, 2013. Additional services such as any inquiry with respect to asbestos-containing materials, biological agents, ecological resources, endangered species, health and safety, indoor air quality unrelated to the release of hazardous substances or petroleum products, industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance, or wetlands are not included in this proposed scope of services. Specific tasks for this Phase I ESA include:

A. Review the history of the sites and surrounding area to identify previous activities that might have introduced hazardous materials or petroleum products to the property. Historical documents and records reviewed will cover a period of time as far back in the history of the subject property as it can be shown that the property contained structures or from the time the property was first used for residential, agricultural, commercial, industrial, or governmental purposes. This task involves discretionary review of as many of the following ASTM standard historical sources as are necessary and reasonably ascertainable to meet this objective.

Government Records	Sanborn Fire Insurance Maps
City Directories	Historical Aerial Photographs
Select Building Department Records	Other sources as available

B. Review environmental information regarding the subject property and surrounding area using the following resources. Search distances will be in accordance with ASTM E 1527-13.

- USEPA registry and compliance databases, including the following: National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Index System (CERCLIS); CERCLA No Further Remedial Action Planned (CERCLA-NFRAP); Resource Conservation and Recovery Index System (RCRIS); RCRA Corrective Action (CORRACTS); Facility Index System (FINDS); and Emergency Response Notification System (ERNS).
- State of Washington, DOE compliance databases including the following: State Superfund (CERCLA), Solid Waste Disposal Facilities (SWD), Leaking

Underground Storage Tank (LUST), and Registered Underground Storage Tank (UST).
- Other environmental databases and hard copy records available within various City and County offices, as available.

C. Interview appropriate persons concerning history of the site and/or knowledge of hazardous materials or other contaminants on the site or within the immediate vicinity. An interview with the current property owner or representative of the current property owner will be conducted.

D. Recorded environmental cleanup liens.

E. Review available physical setting sources as listed below:

US Geological Survey (USGS) 7.5 Minute Topographic Map
Groundwater maps
Bedrock geology maps
Surficial geology maps
Soil maps

F. Inspect the site to obtain information related to identifying recognized environmental conditions (as defined in the ASTM standard). Pedestrian survey techniques will be employed to the extent necessary to summarize with confidence the evidence or lack thereof of hazardous materials on the property. Current use of the site and adjoining properties will be discussed. Photographs of the site will be taken to document pertinent features. The inspection will identify the presence or absence of the following features:

- Structures on the Property
- Roads adjoining the Property
- Potable water supply
- Sewage disposal system
- Hazardous substances and petroleum products
- Storage tanks
- Unusual odors
- Drums and other containers
- Suspect PCB containing equipment
- Heating/Cooling system
- Stains or corrosion
- Landfills, dumping
- Floor drains or sumps
- Stained soil or pavement
- Pits, ponds, or lagoons
- Solid waste disposal
- Stressed vegetation
- Utilities, storm drains or wells
- Wastewater disposal
- Pools of liquids

G. The Environmental Professional is required to report any data gaps, i.e. “a lack of or inability to obtain information required…despite good faith efforts by the environmental professional…” and comment regarding the significance of such data gaps on the Environmental Professional’s ability to provide an opinion as to whether the inquiry has identified conditions indicative of releases or threatened releases on, at, in, or to the subject property. If a data gap prevents the Environmental Professional from reaching an opinion, the Environmental Professional must specifically identify the concern.

H. After completing our review of the public record and site reconnaissance, Lochner will provide a written report of our ESA findings and recommendations. The report will

reflect our evaluation of the site and will include a description of the methods, discussion of results and opinions, conclusions, and recommendations. One report will be prepared that assesses both sites comprehensively.

Phase I Environmental Site Assessment Limitations

It should be understood that the findings and conclusions of the Phase I ESA will not be scientific certainties, but rather opinions based on our professional judgment concerning the significance of the data gathered during the course of the site assessment. Lochner will not be able to represent that the site contains no hazardous waste or materials, petroleum products, or other latent conditions beyond that detected or observed by our personnel during the site assessment.

Assumptions

- One interview with property owner or representative.
- One pedestrian survey

Deliverables

- One Phase I Environmental Site Assessment including our findings, conclusions, and recommendations will be provided in electronic format (PDF).

5.2 Significant Tree Inventory and Condition Assessment

A. Conduct an inventory and condition/risk assessment of all significant trees within Right-of-Way of Proposed 24th ST SE. (estimate of +/- 50 Trees) Identify all significant trees with a numbered aluminum tag.
B. Conduct an inventory and condition/risk assessment of significant trees within proposed regional storm water detention pond area (estimate of +/- 250 trees)
C. Develop a Significant Tree Summary Table to document species, diameter, height, general condition and risk rating
D. Compile Arborist Report to discuss and summarize tree assessment data.

A significant tree as defined by the City of Lake Stevens is any evergreen species that measures 12” or more in caliper or any deciduous species that measure 8” or more in caliper. Caliper is measured at one foot above the root crown.

TASK 6: WETLAND MITIGATION

6.1 Design Development

A. Conduct an initial site visit to evaluate road alignment and general wetland conditions in the impact areas. Complete and provide 2014 Ecology wetland rating forms and figures.

B. We will work with the project team to assist in developing a permittable roadway plan. Agencies will require the project sufficiently demonstrate avoidance and

minimization of wetland impacts. On roadway projects this typically involves retaining walls, but may also entail stormwater pond and/or outfall changes, and possibly other minor changes.

C. Up to two project meetings regarding preliminary roadway design are included.

6.2 On-site Mitigation Plan

A. We anticipate the design will entail temporary construction impacts to wetlands and buffers that will require a restoration plan. A landscape designer will visit conduct a site assessment for the purpose of developing a mitigation plan.

B. Restoration plans will include an impacts plan, planting plan, plant installation details, planting notes, performance standards and a monitoring and maintenance plan. Restoration plans will be provided at 30-, 90-, and 100-percent design.

C. Special provisions at 30-, 90-, and 100-percent design. Materials specifications will be provided on plan sheets. Special provisions pertaining to the mitigation area will be provided for incorporation into the comprehensive special provisions document by others. WSDOT format is assumed (WSDOT 2016, Amended Jan 3, 2017).

D. Cost estimates at 30-, 90-, and 100-percent design. Line item cost estimates for the mitigation area will be provided for incorporation into a comprehensive project estimate by others.

6.3 Mitigation Bank Assistance

A. The CONSULTANT will investigate the options for purchasing credits from a mitigation bank and report our findings in a memo. We will provide pertinent details on up to three mitigation bank options, including cost, credit availability, and timing considerations.

B. For the selected mitigation bank, we will assist with the preparation of a bank use plan.

6.4 Permitting

A. Based on our project understanding, the following local, state, and federal environmental permitting may be required:

- Section 404 Permit - US Army Corps of Engineers
- Section 401 Water Quality Certification - WA Dept of Ecology
- Coastal Zone Management Consistency - WA Dept of Ecology
- State Environmental Policy Act (SEPA) - City of Lake Stevens
- Critical area review - City of Lake Stevens

B. For the above, we will prepare the documentation needed for applications. Major documents expected to be required include the following:

- Joint Aquatic Resource Permit Application (JARPA)
- JARPA-format project drawings based on selected sheets of the roadway design (by others)

- Critical area report
- Biological Evaluation to demonstrate compliance with the Endangered Species Act (required for the JARPA submittal to the Corps of Engineers).

Assumptions:

- Since prior mapping has not identified any streams crossing the proposed roadway or detention facility, we have not included any coordination with Washington Department of Fish and Wildlife or Hydraulic Project Approval permitting assistance.
- Wetlands in the project area may be isolated and therefore not under federal jurisdiction. However, it is typically more time- and budget-efficient to concede jurisdiction than to request a formal determination, which is a separate process under a lower priority for the Corps. For time and budget efficiency, a formal jurisdictional determination from the Corps will not be requested.
- This proposal assumes access permission for the subject property will be obtained by the City.
- This proposal does not guarantee issuance of permits.
- The City will develop and process the SEPA checklist.
- Comments on permit submittals from local, state, or federal agencies related to our plans or documentation may be subjective in nature and are therefore not predictable. Revisions to permit documents are not included in this proposal and can be completed on a time and expense basis or under a separate proposal.
- This proposal does not include any permit fees; no City of Lake Stevens permit submittals are included.
- The above-described deliverables will be provided in PDF format.
- No work outside of this contract will be undertaken without prior notification to the client.
- This proposal includes general coordination with you via email and phone. In-person meetings are included only as specified above.
- Up to two meetings (total) with regulatory agencies or the City of Lake Stevens are included. Time includes meetings, preparation and debriefing.

TASK 7: PRELIMINARY DESIGN

Under this task, the Consultant will prepare the preliminary roadway and drainage plans based on the conceptual layout and street section developed by the City of Lake Stevens.

The Consultant will prepare preliminary design plans for the 24th Street SE alignment using the base map and DTM developed in Task 2. This work will include development of typical sections, 1" = 20' plans and profile sheets, cross sections, channelization plans, intersection layouts, driveway adjustments, utility impacts, landscaping concepts and right-of-way needs. It is anticipated that the horizontal and vertical alignment will be developed as part of this task. This task will also include a conceptual illumination plan.

7.1 Storm Water Facility Design

For the storm water system, the CONSULTANT will:

A. The CONSULTANT will collect and review available maps, reports and other data to assist in evaluating the stormwater options for the project. The Consultant will develop a conceptual level drainage system design and supporting conveyance and water quality treatment calculation summary. It is anticipated that stormwater flow-control (detention) will be provided by the regional detention pond which is also a project design element of the 24th Street SE extension project. Modeling of the regional pond was completed by Tera Tech who published a Technical Memorandum dated September 15, 2016. This memorandum will be used as the basis for the regional pond design, additional flow-control analysis is not anticipated. The Consultant will prepare a preliminary layout of the proposed drainage system showing additional right-of-way needs and/or storm drainage easements.

B. The preliminary analysis includes development of a Technical Information Report (Hydraulic Report) to document the stormwater system water quality and conveyance design including assumptions, regulatory interpretations, calculations, and other design information in compliance with the Department of Ecology Stormwater Management Manual for Western Washington, revised 2014 (DOE Manual).

C. Services include a feasibility study to relocate the existing WSDOT pond in SR 9 right-of-way at the northwest corner of the SR9 and South Lake Stevens intersection. The feasibility study will include analyzing up to two potential sites for a relocated stormwater detention pond within the same stormwater threshold discharge area as the existing pond. Hydraulic modeling will meet the 2016 WSDOT Highway Runoff Manual criteria and include options for stormwater conveyance from the existing pond site to the proposed sites. Property acquisition or construction cost estimates are not included in the scope.

Deliverables:

- Preliminary storm water plans.
- Technical Information Report
- SR 9 Pond Relocation Feasibility Report

7.2 TESC Design, Site Preparation Design

The CONSULTANT will develop cut/fill lines to determine clearing limits. The TESC plans to include silt fencing, construction access BMPs, and construction limits. The CONSULTANT will develop the Site Preparation and Demolition plans and identify objects that must be removed or demolished by the contractor.

7.3 Roadway Stabilization Design

The CONSULTANT will coordinate with the Geotechnical Engineer and use the Preliminary Geotechnical Report for the 24th Street SE Extension, dated January 15, 2016, prepared by HWA Geosciences Inc to design 24th St SE across the wetland areas. The CONSULTANT will implement design recommendations for roadway subgrade preparation, structural backfill, provisions for utilities, existing soils handling/disposal considerations, and worker safety provisions.

7.4 Roadway Sections

The typical roadway section consists of two 14-ft lanes, curb & gutter on both sides of the street, a 4.5-foot planter and 10-foot shared use path on the north side. The CONSULTANT will develop preliminary typical roadway design sections including walkways, landscape areas and transition areas.

7.5 Roadway and Roundabout Design

This task includes the horizontal layout for the principal roadways 24th Street SE Extension through the project site. This task also includes preliminary design of the two roundabouts.

Roundabouts will be in the range of 80 to 100-foot diameter and include splitter islands, truck aprons, and landscape center islands.

7.6 Drainage Conveyance

The CONSULTANT will develop the stormwater management drawings for conveyance and water quality treatment of runoff from the 24th Street SE Extension project. In addition, the CONSULTANT will develop design drawings for the regional pond referenced in section 6.1 and design the wetland water conveyance system of small diameter culverts to maintain hydraulic conductivity across 24th Street SE as recommended by HWA GeoSciences in their January 15, 2016 preliminary geotechnical report.

7.7 Channelization and Signage Plans

The CONSULTANT will develop the channelization drawings and produce signage call-outs and tables. Since the intersection of 24th ST SE and SR 9 is within WSDOT jurisdiction a Channelization plan for WSDOT approval is required for pavement marking revisions on SR 9. The Channelization plan will be developed and provided to WSDOT for approval prior to final PS&E plans, the scope includes two channelization plan review iterations.

7.8 Illumination Design

The CONSULTANT will calculate illumination fixture spacing requirements and confirm illumination fixture models to be used. The CONSULTANT will develop illumination plans and details based on the calculations.

7.9 Planting Design

The CONSULTANT will prepare plans and details to include street trees, general plant massing plan, irrigation products, and standard details including planting of the center roundabout islands.

7.10 Structural Preliminary Design – Retaining Walls

The CONSULTANT will design the structures supporting the roadway and detention pond walls in coordination with approved geometric standards and type. Develop design and plans to advance the wall designs consistent with the geotechnical engineer's recommended gravity wall for both the roadway and pond retaining walls. A structures alternatives evaluation is not anticipated.

The CONSULTANT will develop the structural in coordination and incorporation of Roadway Design, Geotechnical and Environmental findings and parameters.

7.11 Opinion of Probable Construction Costs

The CONSULTANT will develop planning level Opinion of Probable Construction Costs for the various elements based on a square yard or linear foot basis including the following elements:

- Develop a table of unit costs based on the latest, City, County or WSDOT bid tabulations.
- Develop quantities for the various bid elements.
- Prepare an opinion of probable construction cost to include all bid items.

7.12 QA/QC Preliminary Review

The CONSULTANT will review documents and drawings for quality of design and engineering procedures prior to submittal to the City.

7.13 Prepare and Submit Preliminary Package

The CONSULTANT will revise documents based on QC review comments and combine all disciple design documents into one PS&E submittal package.

Deliverables:

- Preliminary Plans, and opinion of construction cost estimate.

Assumptions:

- Traffic Analysis modeling or reports are not necessary
- Illumination foundation design will be a WSDOT standard detail, structural designs are not required.
- Construction staging or traffic control plans are not required.
- Special Provisions are not included with the Preliminary Design submittal.

TASK 8: ROADWAY PS&E DESIGN – ITERMEDIATE DESIGN

This task will expand on the preliminary design efforts and will include development of interim, Plans, Specifications and Opinion of Probable Construction Cost (PS&E) package.

The CONSULTANT will prepare the interim project plans including grading, roadway, channelization, intersection, illumination, signing, driveways, construction staging, traffic

control, drainage and erosion control plans. The CONSULTANT will also develop special provisions and a cost estimate at this design level.

Roadway Plans, Profiles and Typical Sections

The CONSULTANT will develop the project alignment and profile plans, finalize the typical sections, develop cross sections every 25 feet, and develop intersection layouts based on preliminary comments received from the City and the key project stakeholders.

8.2 Drainage Plans, Profiles and Details

The CONSULTANT shall prepare a set of drainage plans, profiles, details and structure notes in accordance with the Hydraulics Report. The preliminary drainage design features shall be incorporated into the final PS&E unless deemed inapplicable. Appropriate temporary erosion and sediment control devices shall be designed and incorporated to effectively control project area runoff.

Stormwater facility design will be based on the design alignment and grade of the proposed roadway improvements. Design sheets will be of the same scale and limits of the roadway design plan sheets unless work is needed outside of the roadway areas. Stormwater design will include:

- Alignment, grades and slopes of pipes, catch basins, inlets and other collection and conveyance facilities.
- Location, grade and construction notes, cross sections, and details of stormwater flow-control and treatment structures.
- Regional Pond design with an approximate footprint of 470 ft. x 240 ft. with a live storage depth of 4.5 feet plus 1.0 feet of freeboard.

8.3 Channelization and Signage Plans

The CONSULTANT will prepare channelization and signage plans which include the proposed pavement markings, permanent signing and miscellaneous details.

8.4 Structural Plans - Retaining Wall

The CONSULTANT will prepare preliminary structural plans for the retaining wall showing location, size, profiles, and details.

8.5 Illumination Plans

Illumination design will include pole and mast arm call-outs. CONSULTANT to include design elements in the plan as needed, i.e. underground conduit and pull boxes, luminary foundations, etc.

8.6 Utility Coordination

The CONSULTANT will first perform utility conflict assessments of existing overhead and underground utilities against proposed improvements. The Consultant will then coordinate the relocation of existing underground and overhead utilities associated with roadway reconstruction and discuss possible utility extension plans. The Consultant will correspond

with representatives of the water, sewer, natural gas, telephone, cable, and power to coordinate the planning and design of necessary utility relocation efforts or utility extensions. The Consultant will arrange and facilitate one (1) joint meeting for the affected utilities companies to coordinate their activities.

In addition, the CONSULTANT will coordinate a proposed sanitary sewer lift station design and force main alignment to 20th Street SE with the City staff and/or agents. Design of the lift station is not included in the scope of services.

8.7 Landscaping and Irrigation

The CONSULTANT will prepare landscaping plans. Landscaping will consist of minimal tree plantings. The City will select the tree species and specify the tree locations. The CONSULTANT will include a tree planting detail, a tree schedule, specifications, and cost estimate. Landscaping will also include seeding or sod behind the sidewalks matching existing improvements which may be combined with the Roadway design drawings.

8.8 Opinion of Probable Construction Cost

The CONSULTANT will update preliminary cost opinions and consistently update quantities and estimates of construction costs using bid items.

8.9 Special Provisions

The CONSULTANT will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for those items not included or those requiring modification from standard specifications. The CONSULTANT will prepare the specification package for the project.

8.10 QA/QC Intermediate Design

The CONSULTANT will conduct an in-house quality review of the plans and specifications before they are submitted to the City for its Interim design review.

8.11 Review Meeting

The CONSULTANT will attend a meeting with the City to review comments from its intermediate design reviews.

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- Exhibits for the Utility Coordination Meeting
- PDF files of the Interim Project Plans (11"x17").
- Quantities will be listed as a total unit bid item and will not include per-sheet quantities.
- PDF copy of the Special Provisions.
- Estimate of Probable Construction Cost.

TASK 9: ROADWAY PS&E DESIGN - FINAL

Based on City's comments from their review of the interim plans and specifications, comments received and other improvements included in the property negotiations, the CONSULTANT will prepare the 100% project design plans including roadway, structural (retaining wall), channelization, intersection, signing, utility relocation, drainage and erosion control, and landscaping. The CONSULTANT will also develop special provisions and a cost estimate. It is assumed that there are no major design changes from the interim design submittal. The Final submittal will update prevailing wages and WSDOT amendments.

Roadway and Roundabout Plans, Profiles and Typical Sections

The CONSULTANT will finalize all roadway and intersection plans.

9.2 Drainage Plans, Profiles and Details

The CONSULTANT will finalize all roadway drainage plans, profiles and erosion control plans.

9.3 Channelization and Signage Plans

The CONSULTANT will finalize the channelization and signage plans, which will include the proposed pavement markings, permanent signing and miscellaneous details.

9.4 Structural Plans (Retaining Wall)

The CONSULTANT will finalize the structural plans for the retaining wall.

9.5 Illumination Plans

The CONSULTANT will coordinate with PSE to finalize the illumination plans. Conduits and foundation details may be combined with the signage plans.

9.6 Utility Coordination

The CONSULTANT will incorporate any public utility or private relocation plans as necessary to implement construction of proposed improvements.

9.7 Landscaping and Irrigation

The CONSULTANT will finalize the tree planting details, and schedule.

9.8 Opinion of Probable Construction Cost

The CONSULTANT will update quantity take-offs and estimates of probable construction costs.

9.9 Special Provisions

The CONSULTANT will finalize the special provisions for those items not included or that require modification from standard specifications.

9.10 QA/QC Final Design

The CONSULTANT will conduct an in-house quality review of the final plans and specifications before they are submitted to the City for final review.

9.11 Review Meeting

The Consultant will meet with the City to review its comments of the final PS&E plans.

Deliverables:

- Written responses to City review comments.
- Meeting attendance and participation.
- Set of 100% PS&E (11"x17" sheet and 8.5"x11" page format).

TASK 10: ROADWAY PS&E DESIGN – BID READY

PS&E and Contract Documentation

It is anticipated that the CONSULTANT will update standard specifications from the Final documents to develop the final, Bid-Ready PS&E set. This set will be camera-ready with the Engineer of Record's stamp affixed for the City to print and distribute to Plan Centers and Contractors. The Construction documents will be provided in electronic format for on-line bidding.

Deliverables:

- Bid Ready PS&E with Engineer's stamp (11"x17" sheet and 8.5"x11" page format).
- Electronic (PDF) copy of all drawings, specifications and cost estimate.

TASK 11: OPTIONAL STUDIES AND DESIGN SERVICES

If requested, optional services for work not included in the Project scope above will be require an amended agreement. The City has the option to select any or none of the additional services listed below:

Wetland Documentation

Delineation of the wetlands is included as an optional service because permitting agencies consider wetland studies expired after 5 years. Please note that if redelineation is required and boundaries change (smaller or larger), then changes to all permitting documents will also need revision, included in 11.1.E, below.

A. Conduct two site visits to the subject properties to screen and flag jurisdictional wetlands (and streams, if applicable) within the project area. For the purposes of this scope, the project area includes the footprint of the proposed roadway and detention pond (see attached figure). Areas outside the footprint and pond will not be screened or evaluated for wetlands or streams. Wetland determinations will be based on the methodology from the *Corps of Engineers Wetland Delineation Manual* (Manual) (U.S. Army Corps of Engineers [Corps] 1987), the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region Version 2.0* (Corps May 2010), and the definition of jurisdictional wetland in the Lake Stevens Municipal Code.

B. Prepare a wetland (and stream, if applicable) delineation field sketch showing the approximate location of our delineation flagging for use by the project surveyor in mapping the features. Surveying services are not included in this scope of services.

C. Classify identified features according to the applicable Lake Stevens regulations. Wetlands in Lake Stevens are currently classified according to the 2004 Western Washington Wetland Rating System (Ecology Publication 04-06-025). However, the City is in the process of updating its critical areas regulations. Under the draft regulations, wetlands in Lake Stevens are proposed to be classified according to the 2014 Western Washington Wetland Rating System (Ecology Publication 14-06-029). This is also the system used by state and federal permitting agencies (Ecology and Army Corps).

D. Prepare a delineation report that summarizes our findings and details applicable local (Lake Stevens), state and federal implications of our findings.

E. Revise Bank Use Plan, Critical Areas Report, JARPA, BE and mitigation plans for resubmittal to agencies.

11.2 Small Scale Pilot Infiltration Tests

Infiltration screening analysis indicate that the soils near the base of the proposed storm water facility are suitable for onsite infiltration and are over consolidated by the glacial advance, the completion of small scale pilot infiltration testing will be required to determine the design infiltration rate. Completion of these tests will include Small Scale Pilot Infiltration tests, laboratory testing, infiltration analyis.

Assumptions:

- The CITY will obtain permission to access the proposed PIT location.
- Any required street use, and other permit fees will be paid by others.
- No analytical testing will be conducted to identify potential soil contamination.
- The City will provide a cleared pathway to the proposed PIT location
- Water for the PIT test will be obtained from the Hydrant along S Lake Stevens Road.
- PIT testing will be completed in an undeveloped area not requiring extensive restoration upon completion of the test.

11.3 Wetland, Stream, Soil Boring and Ordinary High Water Mark Location Surveying

Wetland flags within 150 feet of the right-of-way and up to 20 soil borings delineated by THE CONSULTANT will be located and surveyed for inclusion on base mapping. Stream features (if any) including thalweg, Ordinary High Water Mark and channel topo will be surveyed within 250 feet of each of two crossings.

11.4 Public Outreach

The CONSULTANT shall participate in up to two Public Outreach meetings scheduled and facilitated by the City. The CONSULTANT will develop materials for use during the meeting.

Deliverables:

- Roll plot of the proposed improvements overlaid on an aerial photograph.
- Typical road sections on 34"x24" sheet(s).
- Meeting attendance, participation, and support to City staff.

11.5 SEPA Environmental Checklist

The CONSULTANT shall prepare the SEPA checklist along with necessary exhibits. It is assumed that the City of Lake Stevens is the lead agency and will issue the SEPA determination.

11.6 91st Street SE Design

Survey and determine the feasibility of constructing a 91st Avenue SE extension south from 20th Street SE through the steep slope and appropriate design the 91st Street SE alignment.

A. Feasibility Study

The Feasibility study will be limited to the northerly 350 foot segment of the potential 91st Street SE alignment from 20th Street SE, south along the steep slope section. Services will include reviewing intersection location, developing a road profile and cross sections to determine retaining wall or right-of-way needs.

B. Preliminary Design

Prepare preliminary design plans for the 91st Avenue SE alignment (assume same cross section as 24th ST SE) including profiles, cross sections, channelization, stormwater water quality analysis, TESC and intersection layouts, it is anticipated that MSE or gravity walls will be necessary. The Preliminary design will also include illumination and landscape designs as well as an opinion of probable construction cost estimate.

C. Environmental

Provide additional project details and information related to the 91st Ave SE roadway alignment from 20th ST SE to 91st Ave SE on the following permit elements:

- Section 404 Permit - US Army Corps of Engineers
- Joint Aquatic Resource Permit Application (JARPA)
- JARPA-format project drawings based on selected sheets of the roadway design (by others)
- Critical area report
- Biological Evaluation to demonstrate compliance with the Endangered Species Act (required for the JARPA submittal to the Corps of Engineers).

D. Tree Inventory

Conduct an inventory and condition/risk assessment of all significant trees within the proposed 91st Street SE right-of-way. Identify all significant trees and develop a significant tree summary table.

E. Geotechnical

Plan Field Exploration Program: the CONSULTANT will plan an appropriate field exploration program that complies with the exploration frequencies dictated in the WSDOT geotechnical design manual for the proposed improvements. We expect that this program will consist of a series of test pits and hand explorations conducted along a City provided access road.

Conduct Utility Locates and Site Reconnaissance: Prior to conducting our field exploration program, HWA will conduct a site reconnaissance to evaluate the surficial soils and site topography along the proposed alignment. Proposed locations of field explorations will be marked with wooden stakes, and utility locates using the one-call location service will be completed.

Conduct Subsurface Explorations: Upon approval, the CONSULTANT will conduct the proposed field exploration program to identify the subsoil and groundwater conditions along the proposed road alignment. Our proposed exploration activities will likely include test pits and hand borings supplemented with Dynamic Cone Penetrometer (DCP) tests. We understand, that the city intends to clear a path and perform the excavation for the test pits with a small track excavator. Hand borings and DCP tests will be conducted by the CONSULTANT. Exploration will be limited to one day in the field. All exploration activities will be monitored full time by a geotechnical engineer or geologist.

Generate Boring Logs and Conduct Laboratory Testing: Soil conditions observed in the field and laboratory test information will be presented on summary boring logs that will be generated upon completion of our exploration program. All of the soil samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and classification index properties for engineering analyses.

Evaluate Field and Laboratory Testing: Based on the exploration data and the laboratory test results of selected samples, the CONSULTANT will generate estimates of the soil strength and other engineering properties as needed.

Engineering Analysis: the CONSULTANT will evaluate the data derived from our field investigations and laboratory testing to complete our engineering analysis. Engineering analysis will include preliminary recommendations for the road prism design, including retaining walls, subgrade preparation, identification of areas of anticipated over excavation and replacement and opportunities for onsite stormwater infiltration potential.

Geotechnical Engineering Report: the CONSULTANT will generate a draft and final geotechnical engineering report that will contain the results of the geotechnical engineering

investigation, including description of surface, subsurface and groundwater conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide a narrative and geotechnical recommendations for each of the above described geotechnical aspects of the project at this phase and recommendation for earthwork and site preparation.

Project Coordination Meetings: The Geotechnical Engineer will attend up to one project coordination meeting at City of Lake Stevens Office. This meeting will be held to convey the geotechnical considerations of the site to the City.

Assumptions:
- The CITY will obtain permission to access the proposed site.
- Any required street use, and other permit fees will be paid by others.
- No analytical testing will be conducted to identify potential soil contamination.
- The City will provide a cleared pathway along the footprint of the proposed alignment of 24th Avenue NE.
- The City will perform the excavation of the test pits as directed by the geotechnical engineer or geologist, using a city provided small track-hoe or rubber tired back-hoe.

F. Survey

Topographic survey mapping will be prepared for the 91st Street SE alignment as detailed in sections 2.0 and 2.1 above. Survey services include staking the alignment center line to allow the geotechnical, environmental, and forestry tasks to proceed.

G. Landscape Architecture

The CONSULTANT will provide 30%, 90% and 100% landscape and irrigation PS&E for 91st Avenue SE per the scope and deliverables outlined above for 24th St. SE PS&E. This task assumes that the cross-section for 91st Avenue SE will match the cross-section developed for 24th St. SE.

H. Cultural Resources

The CONSULTANT will expand the services detailed in Task 4.1 above to include the 91st Avenue SE alignment.

I. Interim Design

This tasks expands the 91st Street preliminary design and includes development of interim, Plans, Specifications, and opinion of probable construction cost. The interim project design includes, grading, roadway, structural, channelization, intersection, illumination, signing drainage and erosion control plans.

J. Final Design

Based on City's comments from their review of the interim plans and specifications, comments received and other improvements included in the property negotiations, the CONSULTANT will prepare the Final project design plans including roadway, structural (retaining wall), channelization, intersection, signing, drainage and erosion control, and landscaping. The CONSULTANT will also develop special provisions and a cost estimate. It is assumed that there are no major design changes from the interim design submittal.

K. Bid Ready Design

The Bid Ready submittal will update prevailing wages and WSDOT amendments.

END SCOPE OF SERVICES

Exhibit B - Fee Estimate

24th Street SE Extension
City of Lake Stevens
H. W. Lochner, Inc.

Classification	Direct Rate	Overhead 1.8277	Fixed Fee 0.3	Loaded Rate	Total Hours	Total Labor
Project Manager/Project Engineer	$ 70.05	$ 128.03	$ 21.02	$ 219.10	316	$ 69,234
Sr. Structural Engineer	$ 63.92	$ 116.83	$ 19.18	$ 199.92	188	$ 37,585
Sr. Transportation/Traffic Engineer/Planner	$ 59.17	$ 108.15	$ 17.75	$ 185.07	104	$ 19,247
Sr. Civil Engineer/Designer	$ 63.51	$ 116.08	$ 19.05	$ 198.64	169	$ 33,570
Planner	$ 37.48	$ 68.50	$ 11.24	$ 117.23	4	$ 469
Planner	$ 44.95	$ 82.16	$ 13.49	$ 140.59	40	$ 5,624
Sr. Transportation/Traffic Engineer/Planner	$ 56.56	$ 103.37	$ 16.97	$ 176.90	291	$ 51,479
Sr. Civil Engineer/Designer	$ 53.54	$ 97.86	$ 16.06	$ 167.46	488	$ 81,719
Roadway Design Engineer	$ 45.00	$ 82.25	$ 13.50	$ 140.75	2	$ 281
Technical Writer	$ 23.00	$ 42.04	$ 6.90	$ 71.94	2	$ 144
Civil Engineer/Designer	$ 36.05	$ 65.89	$ 10.82	$ 112.75	402	$ 45,327
Jr. Structural Engineer/Designer	$ 35.79	$ 65.41	$ 10.74	$ 111.94	176	$ 19,702
Sr. Administration/Project Control	$ 35.46	$ 64.81	$ 10.64	$ 110.91	14	$ 1,553
Administration/Project Control	$ 21.73	$ 39.72	$ 6.52	$ 67.96	70	$ 4,758
				Subtotal Lochner Labor:	**2,266**	**$ 370,691**
				2% Annual Salary Escalation @ 60% of Project		$ 4,448
				Total Lochner Labor Cost		**$ 375,140**

Lochner Direct Expenses:	**Cost**
Mileage	$ 487
Graphics/Reproduction	$ 900
Total Lochner Direct Expenses:	**$ 1,387**
Firm Total: H.W. Lochner, Inc.	**$ 376,527**

Subconsultant Estimates:	**Discipline**	**Cost**
The Watershed Company	Environmental	$ 36,073
HWA GeoSciences	Geotechnical	$ 32,269
Harmsen and Assoc.	Surveying	$ 34,620
Russell Lambert	Landscape Architecture	$ 19,482
Tierra Right of Way	Cultural Resources	$ 6,550
American Forestry	Environmental	$ 5,500
Total Subconsultants:		**$ 134,494**
Subtotal Fee Estimate		**$ 511,021**
Management Reserve		$ -
TOTAL FEE ESTIMATE W/O OPTIONAL SERVICES		**$ 511,021**

Wetland Documentation	$ 12,207
Small Scale Pilot Infiltration Tests	$ 9,818
Wetland, Stream, Soil Boring and OHW Surveying	$ 5,500
Public Outreach	$ 5,458
SEPA Environmental Checklist	$ 6,130
91st Street SE Design	$ 296,108

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STEVENS CITY COUNCIL

STAFF REPORT

Council Date: **Agenda** 13 May 2017

Subject: Exterior Painting of City Buildings

Contact Person/Department: Eric Durpos, Public Works Director

Budget Impact: $10,222.44

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a public works contract with H.S. Wold Co., Inc. to perform exterior Painting at Grimm House and Permit Center for an amount not to exceed $10,222.45.

SUMMARY/BACKGROUND:

Facility #1 Grimm House

- Pressure wash entire house
- Prep all surfaces in preparation of paint
- Caulk cracks and gaps as needed
- Paint Base color
- Paint all accent trim
- Paint porches

Facility #2 Permit Center

- Pressure wash entire house
- Prep all surfaces in preparation of paint
- Caulk cracks and gaps as needed
- Paint Base color
- Paint all accent trim

BUDGET IMPACT: Grimm House $6835.66
Permit Center $3386.79 City Hall approved budget

ATTACHMENTS:
► Exhibit A: Limited Public Works Contract

LIMITED PUBLIC WORKS CONTRACT (Under $35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and H.S. Wold Co., Inc., a Washington Corporation. ("Contractor").

WHEREAS, the City wishes to contract for certain City-owned buildings to have exterior painting, and Contractor has the skill and experience to provide exterior painting; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Exterior Painting ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Insert Completion Date.

2. Contract Documents.

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

A. ☒ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any)**

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

3. Commencement of Work.

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

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance and additional insured endorsements required under Section 22.

D. The Contractor has obtained a City of Lake Stevens Business License.

E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed $10,222.44 (ten thousand two hundred twenty two dollars and forty four cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

F. Final Payment. As a Limited Public Works project under $35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

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

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

of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and

services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

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

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

22. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractor's Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses**.

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

J. **Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

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

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:	To Contractor:
City of Lake Stevens	H.S. Wold Co., Inc.
Attn: City Clerk	Hans Wold, President, Secretary, Treasurer,
1812 Main Street (Physical Address)	Chairman of the Board
Post Office Box 257 (Mailing Address)	2801 Grand Ave
Lake Stevens, WA 98258	Everett, WA 98201
Telephone: 425-334-1012	Telephone: 425-252.-998

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS	CONTRACTOR NAME
By:_____	By:_____
John Spencer, Mayor	_____
	Printed Name & Title

ATTEST:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City	Contractor

ATTACHMENTS: Scope of Work

Specifications and Scope of Work:

Contractors are required to provide all paint, tools, equipment, labor, vehicles, masking materials, drop cloths and other related items to the complete the assigned projects.

Facility #1 Grimm House

- Pressure wash entire house
- Prep all surfaces in preparation of paint
- Caulk cracks and gaps as needed
- Paint Base color
- Paint all accent trim
- Paint porches

Facility #2 Permit Center

- Pressure wash entire house
- Prep all surfaces in preparation of paint
- Caulk cracks and gaps as needed
- Paint Base color
- Paint all accent trim

	Grimm House	Quantity	Unit	Unit Price	Total Cost
	Prep Work				
1A	Pressure Washing	1	LS	$ .41	$ 550.00
1B	Caulking	1	LS	$ .13	$ 170.00
1C	Exterior Repair (Wood, Sanding, Etc.)	1	LS	$ .41	$ 550.00
	Exterior Painting				
2A	Base Contractor Grade Single Coat	1	LS	$ 2.13	$ 2892.00
2B	Trim Contractor Grade Single Coat	1	LS	$ 1.06	$ 2115.00
	Permit Center	Quantity	Unit	Unit Price	Total Cost
	Prep Work				
1A	Pressure Washing	1	LS	$ .41	$ 400.00
1B	Caulking	1	LS	$ .13	$ 180.00
1C	Exterior Repair (Wood, Sanding, Etc.)	1	LS	$ .41	$ 95.00
	Exterior Painting				
2A	Base Contractor Grade Single Coat	1	LS	$ .98	$ 1655.00
2B	Trim Contractor Grade Single Coat	1	LS	$ .46	$ 780.00
	Subtotal=9387.00			**Subtotal**	$ 10,167.00
	835.44			**Tax – 8.9%**	$ 904.86
	Total Cost=10,222.44			**Total Cost**	$ 11,071.86

Amanda Wells

Contact: HANS WOLD Email: hansw@hswold.com

Company: H.S. WOLD CO., INC Phone: 425 252-3998

Address: 2801 GRAND AVE, EVERETT WA 98201

Signature: [signature] Date: 5-29-17 2016

Print Name: HANS WOLD

Bid Proposal must be provided to the City by **16:00** on **31 May 2017**, late submittals will not be accepted. Bids will be accepted via the following methods: **ATTN: Amanda Wells**

Email: awells@lakestevenswa.gov
Courier: 1812 Main Street
Lake Stevens, WA 98258

The successful bidder will be required to execute a contract substantially in the form attached as Attachment A

CITY OF LAKE STEVENS

CONTACT INFORMATION **FOR EXTERIOR PAINTING BID**

H.S. WOLD CO., INC.
2801 GRAND AVE
EVERETT, WA 98201
www.hswold.com

425.252.3998 office

425.259.8095 fax

CONTACTS

- Simon Wold simonw@hswold.com
- Hans Wold hansw@hswold.com

UBI # 603-021-625

License # WOLCI066BS

LAKESTEVENS CITY COUNCIL

STAFF REPORT

Council Date: **Agenda** 13 May 2017

Subject: 8021 & 8629 20th ST SE Lake Stevens – Asbestos Removal

Contact Person/Department:	Eric Durpos Public Works	**Budget Impact:**	$30,600.90

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a public works contract with 3 Kings Environmental, Inc. to perform asbestos removal at 8021 & 8629 20th ST SE Lake Stevens for an amount not to exceed $30,600.90 and authorize a contingency management reserve of $4,399.10 for a total budget amount of $35,000.

SUMMARY/BACKGROUND:
Following the Southwest Annexation in 2010, the City was transferred properties from the County that were acquired as part of the 20th Street SE roadway improvement project. On two of these properties, 8021 and 8629 20th Street SE, the City is in the process of a land action. For the 8021 property, adjacent to the Trestle Station, the plan is to market the front portion of the property for commercial land use such as retail and parking. For 8629 property, the City will retain this property as part of an existing sport field improvement project. On both properties, there are structures that require removal.

In March 2017, hazardous material analysis tests were performed. The structures on both sites were found to contain high levels of asbestos material in the drywalls. This requires the removal of all the asbestos material by a certified contractor prior to the demolition of the structures.

BUDGET IMPACT: Authorized $35,000.00 General Department 13 Fund

ATTACHMENTS:
► Exhibit A: Limited PW Contract

EXHIBIT A

LIMITED PUBLIC WORKS CONTRACT (Under $35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and 3 Kings Environmental, Inc., a Washington Corporation. ("Contractor").

WHEREAS, The abatement contractor will be responsible for supplying the City of Lake Stevens and its designee with a written report indicating compliance with state/federal procedures for asbestos notification and abatement; and verification of removal and proper disposal of any regulated hazardous materials found on the property; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Pre-Demolition Removal of Asbestos-Containing or other Hazardous Materials ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 days from the date of issuance of Notice to Proceed.

2. Contract Documents.

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

A. ☒ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any)**

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

3. Commencement of Work.

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

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance and additional insured endorsements required under Section 22.

D. The Contractor has obtained a City of Lake Stevens Business License.

E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice. Contractor shall complete work within 45 days from the date of issuance of Notice to Proceed.

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed $30, 600.90 (thirty thousand six hundred dollars and ninety cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately

completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

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

F. Final Payment. As a Limited Public Works project under $35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

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

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall

afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and

services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

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

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

22. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractor's Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☒ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses**.

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

J. **Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

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

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:	To Contractor:
City of Lake Stevens	3 Kings Environmental, Inc.
Attn: City Clerk	Attn: Jason Hawks, Seattle Division VP
1812 Main Street (Physical Address)	1311 SE Grace Ave Ste 101 (Physical Address)
Post Office Box 257 (Mailing Address)	Post Office Box 280 (Mailing Address)
Lake Stevens, WA 98258	Battle Ground, WA 98604
Telephone: 425-334-1012	Telephone: 360.949.5822

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

ATTEST:

_____
Kathy Pugh, Deputy City Clerk

3 KINGS ENVIRONMENTAL, INC.

By:_____

_____
Printed Name & Title

APPROVED AS TO FORM:

By:_____
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City	Contractor

ATTACHMENTS:

A. SCOPE OF WORK
B. BID SUBMITTAL

ATTACHMENT A:

SCOPE OF WORK: A copy of the pre-demolition inspection report is included and contractor be required to inspect each referenced property and return a cost of project summary to the Department of Public Works project manager. During the pre-abatement inspection, contractor will be responsible for determining and verifying the materials listed in the pre-demolition inspection report as well as determining the presence of reasonably assumed materials such as pipe or duct runs in walls or ceiling areas. Contractor must note the presence, type and quantity of any additional or discovered materials in the Cost of Project Summary sheet for each parcel. Parcels will be referred to contractor for abatement by the Department after review and approval of Contractor's Cost of Project Summary.

All abatement activities must be performed in strict accordance with local, state and federal regulations; contractor to provide credentials for Abatement Removal certifications.

Contractor will be responsible at its own cost for properly re-securing all openings where abatement activity causes the removal of doors, windows, wall panels or components thereof.

Contractor will be required to obtain all applicable permits. **Cost of permit must be included in Contractor's Cost of Project.**

ATTACHMENT B

Proposal from 3 Kings Environmental, Inc.
3KINGEI036K3

City of Lake Stevens

Bid Request for
Pre-demolition Removal of Asbestos containing or Hazardous Materials

The following proposal is for removal of Asbestos and Hazardous Materials for pre-demolition of Structures as described in this Request for Bids.

Note: The City may at its discretion select to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

Description	Unit	Unit Proposal
Est Qty Total Proposal		
Structure 1 – **Asbestos**	Each LS	$ 11,500.00
Structure 2 – **Asbestos**	Each LS	$ 16,600.00
SUB- TOTAL		$ 28,100.00
		Sales tax (8.9%) $ 2,500.90
TOTAL BASE BID (Sub-Total + Sales Tax)		$ 30,600.90

Thank You,

Jasonhawks
3 Kings Environmental, Inc.
Seattle Division VP
Mobile: 360-949-5822
Phone: 360-666-5464
Fax: 360-666-8202
Email: jhawks@3kingsinc.com
P.O. Box 280
Battle Ground, WA 98604

Assumptions: Proposal is based upon only materials that tested positive for asbestos and for the locations listed for each of those materials. Proposal does not assume any other materials other than what was listed.

LIMITED PUBLIC WORKS CONTRACT (Under $35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and 3 Kings Environmental, Inc., a Washington Corporation. ("Contractor").

WHEREAS, The abatement contractor will be responsible for supplying the City of Lake Stevens and its designee with a written report indicating compliance with state/federal procedures for asbestos notification and abatement; and verification of removal and proper disposal of any regulated hazardous materials found on the property; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Pre-Demolition Removal of Asbestos-Containing or other Hazardous Materials ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 days from the date of issuance of Notice to Proceed.

2. Contract Documents.

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

A. ☒ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☐ 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)

H. ☐ Addenda **(if any)**

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

3. Commencement of Work.

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

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance and additional insured endorsements required under Section 22.

D. The Contractor has obtained a City of Lake Stevens Business License.

E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice. Contractor shall complete work within 45 days from the date of issuance of Notice to Proceed.

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed $30, 600.90 (thirty thousand six hundred dollars and ninety cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately

completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

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

F. Final Payment. As a Limited Public Works project under $35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

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

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall

afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

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

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and

attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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

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

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

22. Insurance.

A. **Insurance Term.**
The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ■ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractor's Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☒ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

I. **Contractor's Insurance for Other Losses**.

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

J. **Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

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

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:	To Contractor:
City of Lake Stevens	3 Kings Environmental, Inc.
Attn: City Clerk	Attn: Jason Hawks, Seattle Division VP
1812 Main Street (Physical Address)	1311 SE Grace Ave Ste 101 (Physical Address)
Post Office Box 257 (Mailing Address)	Post Office Box 280 (Mailing Address)
Lake Stevens, WA 98258	Battle Ground, WA 98604
Telephone: 425-334-1012	Telephone: 360-949-5822

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS

By:_____
John Spencer, Mayor

3 KINGS ENVIRONMENTAL, INC.

By:_____

_____
Printed Name & Title

ATTEST:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City	Contractor

ATTACHMENTS:

A. SCOPE OF WORK
B. BID SUBMITTAL

ATTACHMENT A:

SCOPE OF WORK: A copy of the pre-demolition inspection report is included and contractor be required to inspect each referenced property and return a cost of project summary to the Department of Public Works project manager. During the pre-abatement inspection, contractor will be responsible for determining and verifying the materials listed in the pre-demolition inspection report as well as determining the presence of reasonably assumed materials such as pipe or duct runs in walls or ceiling areas. Contractor must note the presence, type and quantity of any additional or discovered materials in the Cost of Project Summary sheet for each parcel. Parcels will be referred to contractor for abatement by the Department after review and approval of Contractor's Cost of Project Summary.

All abatement activities must be performed in strict accordance with local, state and federal regulations; contractor to provide credentials for Abatement Removal certifications.

Contractor will be responsible at its own cost for properly re-securing all openings where abatement activity causes the removal of doors, windows, wall panels or components thereof.

Contractor will be required to obtain all applicable permits. **Cost of permit must be included in Contractor's Cost of Project.**

ATTACHMENT B

Proposal from 3 Kings Environmental, Inc.
3KINGEI036K3

City of Lake Stevens

Bid Request for
Pre-demolition Removal of Asbestos containing or Hazardous Materials

The following proposal is for removal of Asbestos and Hazardous Materials for pre-demolition of Structures as described in this Request for Bids.

Note: The City may at its discretion select to implement only one or more bid items and a single quantity or more throughout the term of the contract. Some bid items may never be implemented during the term of this contract. The estimated quantities shown on the bid proposal are for the purpose to evaluate each bid for determination of the lowest responsive bid.

Description	Unit	Unit Proposal
Est Qty Total Proposal		
Structure 1 – **Asbestos**	Each LS	$ 11,500.00
Structure 2 – **Asbestos**	Each LS	$ 16,600.00
SUB- TOTAL		$ 28,100.00
		Sales tax (8.9%) $ 2,500.90
TOTAL BASE BID (Sub-Total + Sales Tax)		$ 30,600.90

Thank You,

JasonHawks
3 Kings Environmental, Inc.
Seattle Division VP
Mobile: 360-949-5822
Phone: 360-666-5464
Fax: 360-666-8202
Email: jhawks@3kingsinc.com
P.O. Box 280
Battle Ground, WA 98604

Assumptions: Proposal is based upon only materials that tested positive for asbestos and for the locations listed for each of those materials. Proposal does not assume any other materials other than what was listed.

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Authorize Letter of Intent to transfer Frontier Heights Park, Parcel No. 00451800005600 (Tract C-1) from the Frontier Heights Home Owners Association #2 to the City of Lake Stevens

Contact Person/Department: Jim Haugen, Parks & Recreation Coordinator

Budget Impact: Park acquisition.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign a Letter of Intent regarding the real property acquisition of the Frontier Heights Park

SUMMARY/BACKGROUND:

One of Council's identified goals is to add to and improve the quality of the Lake Stevens parks for the benefit of the City's residents. Council has previously discussed this topic and directed staff to work toward the possible acquisition of the neighborhood park known as Frontier Heights Park, located north and east of the intersection of Frontier Circle West and 88th Avenue NE, which would provide a park on the west side of the City.

Staff has been working with the Frontier Heights Homeowners Association ("HOA") regarding the possible acquisition of this park. At this time, the HOA is requesting the City provide a letter stating the City's intention to move forward with the acquisition of this park. The current discussion with the HOA is that the park will be gifted to the City, and that once the title to the property is transferred to the City, the City would be responsible for park improvements and maintenance. The 2017 budget includes $190,000 towards the acquisition, repair and maintenance of this park.

The actual property transfer will be brought forward at a later date on contingency of 2/3 of the HOA members voting in favor of the transfer and will be accomplished by adoption of an ordinance.

The Parks Subcommittee has been briefed on the city's progress toward acquiring this park.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: None for park acquisition other than legal document preparation.

ATTACHMENTS:

Attachment A: Letter of Intent
Attachment B: Map of Park with Proposed Park improvements
Attachment C: HOA Park Informational Flyer

June 14, 2017

Frontier Heights Homes Association
Attn: Property Manager
Post Office Box 1007
Everett, WA 982016

RE: Letter of Intent
Vacant Land parcel 00451800005600

To Whom It May Concern:

The following sets forth the basic terms upon which the City of Lake Stevens would be prepared to accept transfer of the Property referenced in paragraph 3 below. The terms herein are not intended to be comprehensive and the City expects that additional terms will be incorporated into a formal binding Purchase and Sale Agreement (the Agreement) or other conveyance document. The City's understanding of the basic terms are as follows:

1. Transferee: The City of Lake Stevens, Washington ("City")

2. Transferor: Frontier Heights No. 2 Home Owners Association ("HOA")

3. Property: TRACT C-1, FRONTIER HEIGHTS NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGES 94 THROUGH 96, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. Tax parcel 00451800005600.

4. Cost: The City intends to develop the property into a City owned park. See Attachment A. The Attachment is an example and the actual development may vary from Attachment A. Transfer of the property is for the benefit of the community and shall be done so at a nominal fee.

5. Conditions Precedent: The obligation of the City to accept the Property will be subject to satisfaction of City or written waiver of the following conditions within the time frames set forth in the feasibility contingency of the Agreement:

   - Completion of satisfactory due diligence searches and examinations (at the City's own expense) including - Review of potential hazards, encroachments, or easements or other conditions that would make park development or use impracticable.

   - Satisfactory review of title to the Property;

   - Approval of the Lake Stevens City Council;

   - Approval of the Mayor of Lake Stevens;

- Approval of the Lake Stevens City Attorney;

6. Closing: The closing will occur not later than 60 days following the satisfaction or waiver by the City of the Conditions Precedent as set forth in the Purchase and Sale Agreement or other conveyance document. The City reserves the right to extend closing an additional 30 days.

7. Confidentiality: The City is a public entity to the extent allowed by law, all negotiations regarding the Property will be confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties.

8. Not a Binding Agreement: This Letter of Intent does not create a binding contract and will not be enforceable. Only a definitive Purchase and Sale Agreement or other conveyance document, approved by the Lake Stevens City Council and duly executed and delivered by the City and the HOA, will be enforceable.

Sincerely,

John Spencer, Mayor

Attachment


PLAY FIELD
SIDEWALK
PLAY STRUCTURE
PICNIC SHELTER
BBQ

FRONTIER HEIGHTS HOA

Benefits to the Frontier Heights HOA Community

Improved sports fields

Paved and striped parking

70 new parking spaces

New playground in relocated area

Repurposed tennis courts by adding Picnic Shelters, Barbecues, Tables & Benches

Walking trail

Reduced HOA Expenses (2016 Budget)

Ground Maintenance	$4,475
Landscaping	$1,248
Pest control	$640
Repair & Maintenance	$3,573
Taxes	$809
	$10,745

Park becomes a City Park; Hours of 7am until dusk, no drugs or alcohol, no smoking and with City Police enforcement

Emergency access north of property



Frontier Heights Park Transfer

Contact Info:

Mike Jones
425-312-3876
fhhoa.park.info.2017@gmail.com

Jim Haugen
425-512-5967
jhaugen@lakestevenswa.gov

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Nourse Development Agreement Amendment No. 2 (LUA2017-0096)

Contact Person/Department: Melissa Place, Senior Planner & Russ Wright, Community Development Director

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Public Hearing and First Reading for Resolution 2017-011 related on the Nourse Development Agreement Amendment No. 2 (LUA2017-0096).

SUMMARY: The applicant submitted a request for Amendment No. 2 to the Nourse Development Agreement on May 31, 2017 in response to the dispute resolution process between the city and applicant (***Exhibit 1***). The Development Agreement Amendment requires an open-record public hearing and action by the City Council. The resolution and amendment have been reviewed as to form by the City Attorney. The applicant has agreed to the terms of the amended development agreement.

DISCUSSION: The property was annexed into the City in 2006 under Ordinance No. 719. The land use designation and zoning for the property were established at annexation to allow high-density multi-family development. The Hearing Examiner approved a conditional use permit, setting the parameters for a 288-condominium unit development. ln this case, condominium is an ownership type that does not include multi-tenant buildings. The proposed development would include single-family detached homes. The Hearing Examiner noted future permit actions would be necessary including two right-of-way vacations. On March 26, 2007, the City Council approved the Development Agreement under Resolution No. 2007-9 establishing terms and phases for development. (***Exhibit 2***). KR-N9 LLC and Gray1 Washington LLC are the current owners and successors of the agreement.

City Council approved Amendment No.1 to the Nourse Development Agreement, by Resolution No. 2011-7, extending the agreement for five additional years and required the applicant and owners to provide progress reports, complete construction activities, building permits and other conditions (***Exhibit 3***). The five-year extension provided a deadline of April 25, 2017 whereby the development agreement would expire. The applicant submitted applications for a Binding Site Plan (BSP), Right-of-Way (ROW) Vacation, Building Permits and financial securities prior to the April 25th expiration deadline.

As requested by city staff, the applicant held two open houses for the BSP and first ROW Vacation application on April 6th and April 13th voluntarily for the community's benefit. Numerous written public comments were received by the city for these application (***Exhibit 4 included for reference***). Staff identified four areas of concern from the community with this project: density, environmental concerns, concerns about process and the development type. Based upon public comment and review of the documents, the City invoked its authority under the Development Agreement to require different terms to

the agreement under Section 3. The Applicant/Owner has invoked their right to dispute resolution under Section 12.

On April 25, 2017, the applicant requested an administrative code interpretation related to fulfillment of permit conditions and subsequent status of the agreement. The city issued a code interpretation on April 25, 2017 and determined that the Development Agreement and Amendment No. 1 had not terminated and construction may continue as the owners have shown progress towards completion through a combination of physical actions and financial investment. No appeal was received, meaning the interpretation stands.

On May 31, 2017, KR-N9 LLC and Gray1 Washington LLC applied for Amendment No.2 to the Development Agreement (LUA2017-0096). A notice of the public hearing was published in the Everett Herald on June 3rd and 10th, 2017 as required by LSMC 14.16B.650 for Council hearings and LSMC 14.16A.225 for noticing requirements (***Exhibit 5***). In addition, the city emailed the parties of record the notice of public hearing on June 2, 2017. Per LSMC 14.16B.630, posting and mailing are not required for development agreements, however, the city voluntarily provided notice via these methods due to the numerous public comments received for the project.

Amendment No. 2 Contents

Below is a summary of the contents and agreements set forth in the proposed Amendment No. 2 to the Development Agreement (***Exhibit 6***).

- **Issued Permits and Approvals** *(Attachment B)*

  The applicant has applied for several permits and approvals with the city including a binding site plan, two right-of-way vacations, construction plan review, an EDDS deviation, the second development agreement amendment, an administrative interpretation, and three building permits.

- **Conceptual Site Plan** *(Attachment C)*

  A conceptual site plan is included with Amendment No. 2 that illustrates the maximum density of the project, not to exceed 250 unit lots.

- **Phasing Schedule** *(Attachment D)*

  A Phasing Schedule is included with Amendment No. 2 that replaces the Estimated Project Schedule set forth in Amendment No. 1. The revised schedule dictates the complete development of all four phases by 2022 or five years from Council's approval. Owners must provide progress reports semi-annually each year to show compliance with the revised schedule.

- **Voluntary Revisions** *(Attachment E)*

  Based on public input and through the dispute resolution process, the city and applicant have negotiated revisions of development of the property related to the following areas of concern:

  - Density – the unit lot count will be reduced from the 288 unit lots to a maximum of 250 unit lots (**Exhibit 7**) across four phases (**Exhibit 8**). The Agreement specifies minimum lot sizes and lot widths within different phases of the project site with larger unit lots required closest to existing neighborhoods and on corner lots.
  - Critical Areas – a Voluntary Buffer Dedication and Enhancement Report has been provided with voluntary buffer expansions, buffer enhancement, and habitat corridors (**Exhibit 9**). The project includes an increase of a minimum of 5.93 acres of buffer area and additional mitigation of a minimum of 3,189 trees that will be planted as buffer enhancement resulting in an increase of overall site protection from 33% based on original plans to 41.7% in the revised plans.

- Transportation – two updated traffic memoranda have been provided to show current traffic conditions. The applicant has agreed to construct off-site improvements along Callow Road, Oak Road, 109th Ave NE, and 30th St NE. The applicant will install traffic calming features or stop-controlled intersections at appropriate intersections. The applicant has agreed to demarcate parking areas throughout the development (**Exhibit 10**), coordinate with Community Transit on bus routes/stops and provide access to the city's stormwater pond off 109th Ave NE. The city agrees to provide credits and/or proportionate costs related to off-site improvements when the costs exceed the contributions from a variety of financial methods.
- Fire – the applicant has agreed to comply with current fire code for all residential occupancies, provide appropriate temporary and permanent secondary access for phases with more than 30 unit lots at locations mutually agreed upon or to provide sprinklers, and to install hydrants and cul-de-sacs to current city code.
- Schools – the applicant has agreed to coordinate with the Lake Stevens School District on locations, staging, and signage for bus stops.
- Parks and Landscaping – park areas have been reconfigured to provide more usable recreation space (**Exhibit 7**). Park area tracts total 4.76 acres with active open space totaling 4.87 acres and landscape buffers comprising 30,492 square feet. Trails have been modified to address safety concerns. Screening will be provided parallel to SR-92 and in Phase 3 to provide screening for the existing neighborhood to the south. The city agrees to provide credits for park impact fees where public park improvements are constructed.
- Stormwater – applicant is required to coordinate with the city to design appropriately-sized off-site stormwater infrastructure and conveyance systems along Callow Road, Oak Road, and 30th St NE. The city agrees to provide credits and/or proportionate costs related to off-site improvements when the costs exceed the contributions from a variety of financial methods.
- Amendment No.2 sets the terms for the city accepting the dedication of Tract 990 that includes stormwater facilities.

- **Fees and Charges**
  The applicant will pay current impact fees for schools, park and traffic and current utility charges and rates of the city or partner agencies at the time such fees and charges are due.
- **Binding Effect**
  The amendment will be binding in effect on any successors and assigns to the property and will run with the land.

Lake Stevens Municipal Code 14.16C.055 Development Agreements / Decision Criteria

LSMC 14.16C.055(d) provides the decision criteria for approving a development agreement. The same criteria are used for amendments as listed below with staff's findings and conclusions of consistency.

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 amend the development agreement for an additional five years and implement the voluntary revisions to ensure compatibility with current regulations and surrounding neighborhoods

and provide off-site improvements is compatible with the goals and policies of the Comprehensive Plan under the current land use designation and implementing zoning– **CRITERION MET**

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

Through the dispute resolution process, the second amendment brings the proposed development more into compliance with current development regulations including traffic, critical areas, fire, and schools to address concurrency standards. The negotiated unit lots are larger and the proposed neighborhood is less dense than approved under the original development agreement and conditional use permit – **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 second amendment through voluntary revisions reduces potential environmental impacts compared to the original development agreement. The development has been sufficiently analyzed at a project level and the negotiations between the city and applicant have accomplished increased protection of critical areas through buffer increases and additional buffer mitigation. With the reduced lot count, traffic impacts are also reduced.

Based on this review, the City anticipates issuing a SEPA Addendum based on the voluntary revisions as specified in Amendment No. 2 upon Council's approval, as the revisions result in a decrease in overall impacts and provide significant increases in critical areas protection and function from the original development scenario. – **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 second amendment to the development agreement does not expressly modify any authority granted in the original development agreement to impose regulations if a threat to public health and safety exists. The original development agreement did set forth language to reserve such authority under Section No. 3 of the agreement. Under Amendment No. 2, the city is requiring current mitigation fees and the applicant has agreed to use current EDDS Standards and fire code and the parties have mutually agreed to standards greater than the minimum defined under the current MF zone – **CRITERION MET**

Conditional Use Permit Extension

If the Development Agreement Amendment No. 2 is approved by the City Council, it has been determined that the associated Conditional Use Permit (CUP2006-1) extends automatically for the same duration.

Recording of Development Agreement

If approved by the City Council, the Second Amendment to 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

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BUDGET IMPACT: None.

EXHIBITS:

Exhibit 1 – Application Package
Exhibit 2 – Nourse Original Development Agreement and Resolution No. 2007-9
Exhibit 3 – Nourse Development Agreement Amendment No. 1 and Resolution No. 2011-7
Exhibit 4 – Public Comment Letters
Exhibit 5 – Notice of Public Hearing
Exhibit 6 – Resolution No. 2017-011 and attached Development Agreement Amendment No. 2
Exhibit 7 – Site Plans – 288-homes site plan and 250-homes site plan
Exhibit 8 – Phasing Plan
Exhibit 9 – Voluntary Buffer Dedication and Enhancement Report
Exhibit 10 – On-Site Street Parking Plan and Street Parking Detail

EXHIBIT 1

NOURSE TYPE VI APPLICATION NARRATIVE

MAY 31, 2017

Project Name / File No.:	Nourse Master Development Agreement (MDA) City of Lake Stevens Resolution Number 2007-9 March 26, 2007 City of Lake Stevens MDA 5-year extension LU2011-09
Property Owner and Applicant	KR-N9, LLC Tim Kaintz and Ty Reoh 10515 20th St. SE Suite 125 Lake Stevens WA 98258 Gray1, Washington, LLC Keith Horne 550 West C Street Suite 1470 San Diego, CA 92101
Project Description:	Type II Binding Site Plan

Tax Parcels:

KR-N9 LLC PARCELS

29060600200900	29060600302200	29060600300400
00385700500200	00385700500101	29060600403600
00385700200100	29060600403200	29060600403300
29060600403100	29060600403000	29060600402900
29060600402800		

GRAY1 WASHINGTON LLC PARCELS

29060600300500	29060600301800	29060600302500
29060600302600	29060600301700	

Property Size:	70.42 acres
Site Address:	Callow Road and State Route 92, Lake Stevens WA 98258
Re:	MASTER DEVELOPMENT AGREEMENT

The Applicant is in Dispute Resolution with the City of Lake Stevens. The Type VI application is being submitted as it relates to the Master Development Agreement.

Planning and Community Development
1812 Main Street, P O Box 257
Lake Stevens WA 98258
Phone Number (425) 377-3235

To Be Completed By Staff
Date of Application: _____
Staff Initials: _____
Permit Number: _____

TYPE IV, V AND VI - COUNCIL DECISIONS
LAND USE DEVELOPMENT APPLICATION

CHECK ONE

TYPE IV – Quasi-judicial

- ☐ **Essential Public Facility**
- ☐ **Planned Neighborhood Development**
- ☐ **Rezone – Site Specific Zoning Map Amendment**
- ☐ **Secure Community Transition Facility**
- ☐ **Type IV Other:** _____

TYPE V – Quasi-judicial

- ☐ **Final Plats**
- ☐ **Plat Alterations**
- ☐ **Plat Vacations**
- ☐ **Right-of-Way Vacations**
- ☐ **Type V Other:** _____

TYPE VI – Legislative

- ☐ **Comprehensive Plan Amendment, Map and Text**
- ☑ **Development Agreements**
- ☐ **Land Use Code Amendments**
- ☐ **Rezones – Area Wide Zoning Map Amendments**
- ☐ **Type VI Other:** _____

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes ☐ **No** ■ **Describe:** _____

Property Information	Site Address: 3221 Callow Rd (Part of Nourse Project, 18 parcels)			
	Assessor Parcel No: See attached	Area of property	Square Feet:	Acres: 70.42 +/-
	Land Use Designation: HDR		Zoning: MF Development Agreement	
	Number of Buildings on Site/: 0		Number to be Retained: 0	
	Existing Impervious Surface Area: 0		Proposed Impervious Surface Area: TBD	
Applicant	Name/Company: Tim Kaintz, Governor, KR-N9 LLC			
	Address: 10515 20th St SE #130	City/State/Zip: Lake Stevens, WA 98258		
	Phone: 425-359-4487	Applicants relationship to owner: Applicant is owner		
	Fax:	Email: kaintztk@msn.com		
Primary Contact	Name/Company: Patrick McCourt, CEO / Land Pro Group Inc			
	Address: 10515 20th St SE #202	City/State/Zip: Lake Stevens, WA 98258		
	Phone: 425-308-5101	Email: pmccourt@landprogrp.com		
	Fax:			

Property Owner	Name/Company: Tim Kaintz / KR-N9, LLC				
	Address: 10515 20th St SE #130	City/State/Zip: Lake Stevens, WA 98258			
	Phone: 425-359-4487	Email: kaintztk@msn.com			
	Fax:				
Project Description	Grading Quantities	Cut:	Fill:		
	Proposed project/land use (attach additional sheets if necessary):				
	Nourse BSP contains 288 units. Application for ROW vacation of strip of land on east side				
	(109th Ave NE)				
Building Information	Gross Floor Area of Existing and Proposed Buildings: Existing = 0, Proposed 288				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.

Land Pro Group, Agent for KR-N9 — Signature of Property Owner/Agent

5-31-17 — Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.

Planning and Community Development
1812 Main Street, P O Box 257
Lake Stevens WA 98258
Phone Number (425) 377-3235

To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

Applicant
Signature: _____
Name: KR-N9 LLC / Tim Kaintz, Governor
Address: 10515 20th St SE #130
Lake Stevens, WA 98258
Phone: 425-359-4487
Email address: kaintztk@msn.com

Property Owner(s)
Signature: _____
Name: KR-N9 LLC / Tim Kaintz, Governor
Address: 10515 20th St SE #130
Lake Stevens, WA 98258
Phone: 425-359-4487
Email address: kaintztk@msn.com

Signature: _____
Name: _____
Address: _____
_____
Phone: _____
Email address: _____

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

See attached legal description for plat being developed as well as printout of all tax parcel information.

LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W. M.
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 221.48 FEET;
THENCE NORTH 87°34' WEST 731.82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6;
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET;
THENCE NORTH 61°8' EAST 793.48 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE EASTERLY 15 FEET FOR ROAD .
(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B:

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET; TO THE WEST LINE;
THENCE NORTH 13°52' EAST 221.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 331.58 FEET;
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION;
THENCE SOUTH 320 FEET;
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EASTERLY 15 FEET FOR ROAD.
(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET TO THE WEST LINE OF 109TH AVE N.E.;
THENCE NORTH 13°52' EAST 553.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 280.89 FEET;
THENCE NORTH 89°07' WEST 1078.84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY;
THENCE SOUTH 1°06' WEST 291.95 FEET TO THE NORTH LINE OF BLOCK 2 BAILEYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS;
THENCE NORTH 81°23' EAST 212.49 FEET;
THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EASTERLY 15 FEET FOR ROAD.
(TRACT 66 RUCKER BROS. UNRECORDED PLAT)

PARCEL D:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET;
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°55' WEST 296.14 FEET;
THENCE NORTH 23°57' WEST 294.61 FEET;
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME 134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING;

EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES.
(TRACTS 67 AND 68 RUCKER BROS. UNRECORDED PLAT).

PARCEL E:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15–A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT 72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 949828;
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE 612.61 FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NO. 188734;
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET;
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET;
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET;
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET;
THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215.05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 841842;
THENCE SOUTH 88°30'14" WEST 840.99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797;
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 15–A, AND

EXCEPT THE EASTERLY 15 FEET FOR ROAD.
(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS. UNRECORDED PLAT).

PARCEL F:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254.16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368.92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ON THE SAME COURSE 558.70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD;
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280.89 FEET;
THENCE NORTH 22° 55' WEST ON CENTERLINE OF COUNTY ROAD 219.9 FEET ;
THENCE NORTH 89°41'30" EAST 614.95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570.52 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 15 FEET FOR ROAD.
(TRACTS 72 AND 73 RUCKER BROS. UNRECORDED PLAT)

PARCEL G:

LOTS 1 AND 5, BLOCK 2, PLAT OF BAILEY'S THIRD ADD. TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL H:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF THE SECONDARY STATE HIGHWAY NO. 15–A, AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 288.6 FEET TO POINT OF BEGINNING;
THENCE NORTH 370.4 FEET;
THENCE SOUTH 89°19' WEST 646 FEET;
THENCE SOUTH 2°22' WEST 295.7 FEET;
THENCE SOUTH 1°36' WEST 74.7 FEET;
THENCE EASTERLY TO THE POINT OF BEGINNING;

EXCEPT ROAD OFF THE WESTERLY SIDE OF SAID TRACT BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.:

(ALSO KNOWN AS PORTION OF TRACT 87, RUCKER BROTHERS UNRECORDED).

PARCEL I:

THE NORTH 396.4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 216.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST 740.34 FEET;
THENCE SOUTH 1°36' EAST 281.6 FEET;
THENCE SOUTH 13°45' WEST FOR 244.4 FEET;
THENCE SOUTH 23.92 FEET;
THENCE NORTH 84°16" EAST 783.94 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048.

PARCEL J:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET TO TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST FOR 756.2 FEET;
THENCE SOUTH 13°15' WEST FOR 123.6 FEET;
THENCE SOUTH FOR 54.1 FEET;
THENCE EAST TO A POINT WHICH IS 177 FEET SOUTH OF AND BEARS SOUTH 1° 06' WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 1°06' EAST FOR 177 FEET TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH THAT PARCEL OF LAND LYING EAST OF THE CALLOW ROAD AND BETWEEN THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AS EXTENDED WESTERLY TO THE EAST LINE OF CALLOW ROAD;
EXCEPT THE WEST 165 FEET AS MEASURED ALONG THE NORTH LINE OF SAID TRACT OF THE NORTH 115 FEET OF SAID TRACT AS MEASURED ALONG THE EASTERLY MARGIN OF CALLOW ROAD ;
EXCEPT THAT PORTION CONVEYED TO PAUL R. CURNETT BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9612190391, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19' WEST FOR 572.20 FEET, THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19' EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.
THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.
THENCE SOUTH 1°24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024.65 FEET (1026.42 FEET DEED);
THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24'35" EAST, (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON ;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING.

PARCEL K:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W. M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET;
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°19' EAST FOR 165 FEET;
THENCE SOUTH 13°45' WEST FOR 115 FEET;
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD;
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER,
BEGINNING AT THE CENTER OF SAID SECTION:
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19'00" WEST FOR 572.20 FEET TO TRUE POINT OF BEGINNING;
THENCE 87°19'00" WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19'00" EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL L:

PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 96–109709 RECORDED UNDER AUDITOR'S FILE NUMBER 9612200070, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026.42 FEET;
THENCE SOUTH 81°13' WEST 212.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 81°13" WEST 776.84 FEET;
THENCE NORTH FOR 569.64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH 1°06' EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°06' WEST FOR 480.60 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W. M. , RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS :
COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTION 6 A DISTANCE OF 1,024.65 FEET (1,026.42 FEET DEED);
THENCE SOUTH 81°02' 31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24' 35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT ;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905,
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 359.2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION;
THENCE NORTH 589.64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE–HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE–HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

PARCEL M:

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

PARCEL N:

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF I RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528.
(ALSO KNOWN AS LOTS B, C, & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

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

A.F. NO. _____

DARREN J. RIDDER
STATE OF WASHINGTON
17536
REGISTERED
PROFESSIONAL LAND SURVEYOR
9/8/17

Pacific Coast Surveys, Inc.
LAND SURVEYING & MAPPING
P.O. BOX 13619
MILL CREEK, WA 98082
PH. 425.512.7099 FAX 425.357.3577
www.PCSurveys.net

BINDING SITE PLAN FOR:

NOURSE

NE 1/4 & SE/4, SW 1/4, SEC.6, T.29N., R.6E., W.M.
NW 1/4 & SW/4, SE 1/4, SEC.6, T.29N., R.6E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
MAH	3.12.17	171240BSP.DWG	1" = 1'	17-1240

©

NOURSE - PARCEL INFORMATION

18 PARCELS

#	PARCEL_ID	GIS_ACRES	LEGAL ID	SITUSLINE1	SITUSCITY	SITUSSTATE	SITUSZIP	OWNERNAME
1	29060600402800	6.22	A	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
2	29060600402900	5.71	B	3110 30TH ST NE	LAKE STEVENS	WA	98258	KR-N9 LLC
3	29060600403000	6.17	C	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
4	29060600403100	6.31	D	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
5	29060600403200	5.44	D	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
6	29060600403300	7.31	E	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
7	29060600403600	6.65	F	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
8	00385700200100	0.84	G	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
9	29060600200900	1.97	H	UNKNOWN UNKNOWN	UNKNOWN			KR-N9 LLC
10	29060600300500	6.79	I	3519 CALLOW RD	LAKE STEVENS	WA	98258-9545	GRAY1 WASHINGTON LLC
11	29060600300400	2.72	J	3405 CALLOW RD	LAKE STEVENS	WA	98258-9562	KR-N9 LLC
12	29060600302200	0.52	K	3407 CALLOW RD	LAKE STEVENS	WA	98258-9562	KR-N9 LLC
13	29060600301800	0.33	L	3211 CALLOW RD	LAKE STEVENS	WA	98258-8128	GRAY1 WASHINGTON LLC
14	29060600302500	0.37	L	3211 CALLOW RD	LAKE STEVENS	WA	98258-8128	GRAY1 WASHINGTON LLC
15	29060600301700	1	L	3211 CALLOW RD	LAKE STEVENS	WA	98258-8128	GRAY1 WASHINGTON LLC
16	29060600302600	8.71	L	3211 CALLOW RD	LAKE STEVENS	WA	98258-8128	GRAY1 WASHINGTON LLC
17	00385700500200	0.61	M	10409 OAK RD	LAKE STEVENS	WA	98258-8148	KR-N9 LLC
18	00385700500101	1.59	N	10403 OAK RD	LAKE STEVENS	WA	98258-9138	KR-N9 LLC
	TOTAL ACRES	**69.26**						

Note: Acreage amounts taken from Assessor's website. May differ from acreage totals from Survey

EXHIBIT 2

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2007-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND L116-1 NOURSE, LLC, PURSUANT TO RCW 36.70B.200.

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

WHEREAS, Owner owns approximately 70.10 acres within the City of Lake Stevens, legally described as set forth in the attached Development Agreement (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 the Development Agreement attached hereto as Exhibit A, and the City Council has determined that it is in the public interest to approve the Development Agreement, 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. The Development Agreement between the City of Lake Stevens and L116-1 Nourse, LLC, which is attached hereto as Exhibit A, 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 and APPROVED by the Mayor this 26th day of March, 2007.

CITY OF LAKE STEVENS

By _____
Vern Little, MAYOR

Attest:

By _____
Norma Scott, CITY CLERK

Approved as to from:

By _____
Grant K. Weed, CITY ATTORNEY

EXHIBIT NO. 2

200706140102.001

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, 29060600402901, 29060600402800, 29060600403600, 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

EXHIBIT NO. 2

200706140102.002

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 been titled 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.

EXHIBIT NO. 2

200706140102.005

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
Authorized Agent

CITY OF LAKE STEVENS

By _____
Vern Little
Mayor

Approved as to form:

_____, City Attorney

200706140102.006

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 SLY 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 612 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 ALGSEC 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 L 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 04FTTPB TH S87*19 00W 740 34FT TH S01*36 00E281 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 NO. 2

200706140102.008

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 NE1/4 SW1/4 SEC 6 DAF - BEG AT CTR SD SEC TH S87*19 00W DIST 216 06FT TH S01*0600W 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 NE1/4 SW1/4 SEC 6 DAF - CGM 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 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 CERTAIN TR LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROLNG & 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 THBEARS S87*32 17W FR TPB TH N87*32 17E DIST 175FT TO TPB

EXHIBIT NO. 2

200706140102.009

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 & REV 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 NO. 2

200706140102.010

EXHIBIT B

City of Lake Stevens Ordinance 719
1-12-2006

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EXHIBIT NO. 2

200706140102.011

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE 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

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EXHIBIT NO. 2

200706140102.012

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

/wpf/ls/Ord Greenspace Annexation Final

200706140102.013

City of Lake Stevens

Ordinance No. 719

APPROVED AS TO FORM

GRANT K WEED, City Attorney

First Reading	*October 17th 2005*
Second Reading:	*December 27th 200*
Final Reading.	*January 12th 2006*
Published:	*January 13th 2006*
Effective Date	*January 18th 2006*

EXHIBIT NO. 2

200706140102.014

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

EXHIBIT NO. 2

200706140102.015

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 ORDNANCE 586 EFFECTIVE JUNE 29, 1998,

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

EXHIBIT NO. 2

200706140102.016

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

EXHIBIT NO. 2

200706140102.017

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 SHORELANDS,

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,

EXHIBIT NO. 2

200706140102.018

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 260 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

EXHIBIT NO. 2

200706140102.019

CORNER OF BAILY'S FIRST ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 65, 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

EXHIBIT NO. 2

200706140102.020

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 78^0 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**

EXHIBIT NO. 2

200706140102.021

EXHIBIT THREE

Planning Commission Recommendations **December 13, 2005**
Amended by City Council at a Public Hearing **December 27, 2005**
Amended by City Council at City Council Meeting 3rd and final reading **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 Urben 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

6 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 Figura 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 implemanting 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.

(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 "Ghaffari" 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

EXHIBIT NO. 2

200706140102.023

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

EXHIBIT NO. 2

200706140102.024

FIGURE 3
L104-1 GHAFFARI ZONING

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

EXHIBIT NO. 2

200706140102.025

EXHIBIT C

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

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EXHIBIT NO. 2

200706140102.026

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
For Approval of a Conditional Use Permit	)	

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

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 RoxanneJustice, 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, Washington [1] *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 feet [2] 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

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

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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*

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 1-25, 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 interseet 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

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

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

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*

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[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

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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

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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 *LSMC 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

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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200706140102.036

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 fess 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 [10]

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

EXHIBIT NO. 2

200706140102.038

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 ay 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

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.

EXHIBIT NO. 2

200706140102.040

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

THEODORE PAUL HUNTER
Hearing Examiner

EXHIBIT NO. 2

200706140102.041

EXHIBIT D

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

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EXHIBIT NO. 2

200706140102.042

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

EXHIBIT NO. 2

200706140102.043

under 197-11-340(2), the lead agency will not act on this proposal for 14 days from the date below

The mitigation measures adopted with this determination include

1 Development of the project in accordance with a site plan approved by the Hearings Examiner and in substantial compliance with the site plan submitted as part of the land use application

2 Issuance of a Certificate of Concurrency under LSMC 14 110 070(b)

3 Payment prior to issuance of a building permit, of a traffic impact mitigation fee as required by LSMC 14 110 and as identified in a traffic impact analysis report prepared for this project The fee amount will be as determined by the Hearings Examiner as part of Conditional Use Permit approval

4 Payment of a park mitigation fee in an amount calculated pursuant to LSMC 14 20 080 or LSMC 14 20 090, or land dedication as provided by LSMC 14 120 100

5 Payment of a school impact mitigation fee in accordance with the Capital Facilities Plan as adopted by the Lake Stevens School District.

6 Compliance with critical area provisions of Title 14 of the Lake Stevens Municipal Code, including wetland, wetland buffering, slope protection, erosion safeguards Temporary impacts that may occur as a result of construction to on-site and off-site wetland buffers and other critical areas will be restored to the condition that existed prior to development or as indicated on the approved site plan

7 Development in accordance with a drainage plan and grading plan as approved by the City as part of project approval

8 Compliance with other elements of Title 14 of the Lake Stevens Municipal Code

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by November 1, 2006 The Responsible Official may incorporate any substantial comments into the MDNS If the MDNS is substantially modified it will be re-issued for further public review

Appeals: You may appeal this mitigated determination of non-significance by submitting an appeal to the address below prior to 5 00 P M on November 1, 2006 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

All comments or appeals are to be directed to City Hall, P O Box 257, Lake Stevens WA, 98258

EXHIBIT 3

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 27th day of June, 2011.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma I. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Published: July 6, 2011
Effective Date: June 27, 2011

Exhibit No. 1

Return Address:

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

CONFORMED COPY
201107150061 14 PGS
07/15/2011 9:15am $75.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

Document Title (or transactions contained therein):
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)

Grantor(s) (Last name first, then first name and initials):

Gray1 Washington, LLC, a Washington limited liability company and Colby RE, LLC, a Washington limited liability company

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

City of Lake Stevens, a Washington municipal corporation

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

SEC 06 TWP 29 RGE 06

Legal descriptions are attached as "Schedule A" and "Schedule B" to this document

Assessor's Property Tax Parcel/Account Number: 29060600403300, 29060600403200, 29060600403100, 29060600403000, 29060600402900, 29060600402901, 29060600402800, 29060600403600, 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.

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 13th day of July, 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:

> 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**

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 7TH DAY OF July, 2011.

OWNER:
Colby RE, LLC

By: _____
~~Rob Disotell~~ OYSTEIN SETVIK
AUTHORIZED AGENT (Title)

CITY OF LAKE STEVENS:

By: _____
Vern Little, Mayor

OWNER:
Gray1 Washington, LLC

By _____
Keith Horne, President

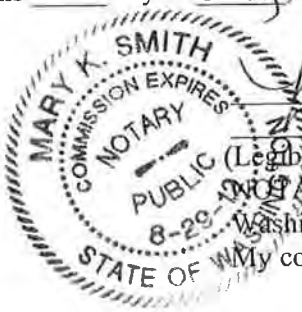
APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Oystein Selvik is the person who appeared before me, and said person acknowledged that (HE)/SHE signed this instrument, on oath stated that (HE)/SHE was authorized to execute the instrument and acknowledged it as the OFFICER of Opusbank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7th day of July, 2011.



Mary K. Smith
Mary K. Smith
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at Marysville
My commission expires 8/29/2017

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument, on oath stated that HE/SHE was authorized to execute the instrument and acknowledged it as the OFFICER of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

ACKNOWLEDGMENT

State of California
County of San Diego)

On July 8, 2011 before me, Teresa Jacoby, Notary Public
(insert name and title of the officer)

personally appeared Keith J. Horne
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERESA JACOBY
Commission # 1896267
Notary Public - California
San Diego County
My Comm. Expires Jul 23, 2014

Signature Teresa Jacoby (Seal)

CHICAGO TITLE COMPANY

PLAT CERTIFICATE
SCHEDULE A

(Continued) Order No.: 5610895

LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 221.48 FEET;
THENCE NORTH 87°34' WEST 731.82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6;
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET;
THENCE NORTH 61°8' EAST 793.48 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B:

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET; TO THE WEST LINE;
THENCE NORTH 13°52' EAST 221.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 331.58 FEET;
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION;
THENCE SOUTH 320 FEET;
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE WEST LINE OF 109TH AVE N.E.;
THENCE NORTH 13°52' EAST 553.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 280.89 FEET;
THENCE NORTH 89°07' WEST 1078.84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY;
THENCE SOUTH 1°06' WEST 291.95 FEET TO THE NORTH LINE OF BLOCK 2 BAILYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS;
THENCE NORTH 81°23' EAST 212.49 FEET;

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 66 RUCKER BROS UNRECORDED PLAT)

PARCEL D:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET;
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°55' WEST 296.14 FEET;
THENCE NORTH 23°57' WEST 294.61 FEET;
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME 134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES.

(TRACTS 67 AND 68 RUCKER BROS. UNRECORDED PLAT).

PARCEL E:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, THENCE SOUTH 29 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT 72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 949828;
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE OF 612.61 FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NO. 188734;
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET;
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET;
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET;
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215.05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 841842;
THENCE SOUTH 88°30'14" WEST 840.99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797;
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.35 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 15-A, AND
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS UNRECORDED PLAT).

PARCEL F:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254.16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368.92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ON THE SAME COURSE 558.70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD;
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280.89 FEET;
THENCE NORTH 22°55' WEST ON CENTERLINE OF COUNTY ROAD 219.9 FEET;
THENCE NORTH 89°41'30" EAST 614.95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570.52 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE WEST 15 FEET FOR ROAD.

(TRACTS 72 AND 73 RUCKER BROS UNRECORDED PLAT)

PARCEL G:

LOTS 1 AND 5 BLOCK 2, PLAT OF BAILEY'S THIRD ADD. TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL H:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, AS FOLLOWS:

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87° 19'00" WEST FOR 572.20 FEET, THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19'00" WEST FOR 19 FEET;
THENCE SOUTH 13° 45'00" WEST FOR 115 FEET;
THENCE NORTH 87° 19'00" EAST FOR 30 FEET;
THENCE NORTH 08° 21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1° 24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024.65 FEET (1026.42 FEET DEED);
THENCE SOUTH 81° 02'31" WEST (SOUTH 81° 13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1° 24'35" EAST, (NORTH 1° 06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87° 36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7° 30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82° 29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87° 36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING.

PARCEL K:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET;
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°19' EAST FOR 165 FEET;
THENCE SOUTH 13°45' WEST FOR 115 FEET;
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD;
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19'00" WEST FOR 572.20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19'00" WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19'00" EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL M:

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

PARCEL N:

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528.

(ALSO KNOWN AS LOTS B, C & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

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

CHICAGO TITLE COMPANY

PLAT CERTIFICATE
SCHEDULE B

(Continued) Order No.: 5610896

LEGAL DESCRIPTION

PARCEL A:

THE NORTH 396.4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 216.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST 740.34 FEET;
THENCE SOUTH 1°36' EAST 281.6 FEET;
THENCE SOUTH 13°45' WEST FOR 244.4 FEET;
THENCE SOUTH 23.92 FEET;
THENCE NORTH 84°16" EAST 783.94 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048.

PARCEL B:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026.42 FEET;

THENCE SOUTH 81°13' WEST 212.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 81°13" WEST 776.84 FEET;
THENCE NORTH FOR 569.64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH 1°06' EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°06' WEST FOR 480.60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTIODN 6 A DISTANCE OF 1,024.65 FEET (1,026.42 FEET DEED);

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE B

(Continued)

Policy No.: 005610896

LEGAL DESCRIPTION

THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24'35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905,

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 359.2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION;
THENCE NORTH 589.64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIOP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.
LESS THE NORTH 20 FEET FOR ROAD.

ALSO KNOWN AS PARCEL 1 OF BOUNDARY LINE ADJUSTMENT 96-109709 RECORDED UNDER AUDITOR'S FILE NUMBER 9612200070

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RECEIVED
JUL 19 2007
CITY OF LAKE STEVENS

Exhibit No. 2

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, 29060600402901, 29060600402800, 29060600403600, 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 been titled 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
Authorized Agent

CITY OF LAKE STEVENS:

By: _____
Vern Little
Mayor

Approved as to form:

_____, 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 SLY 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 612.61 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 OOE 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 ALGSEC 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 L 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 216.04FTTPB TH S87*19 00W 740.34FT TH S01*36 00E281.6FT 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 NE1/4 SW1/4 SEC 6 DAF - BEG AT CTR SD SEC TH S87*19 00W DIST 216.06FT TH S01*0600W 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 NE1/4 SW1/4 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 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 CERTAIN TR LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROLNG & 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 THBEARS 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 & REV 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

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE 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

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.

APPROVED AS TO FORM:

Grant K. Weed

GRANT K. WEED, City Attorney

First Reading:	*October 17th 2005*
Second Reading:	*December 27th 200*
Final Reading:	*January 12th 2006*
Published:	*January 13th 2006*
Effective Date:	*January 18th 2006*

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

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 ORDNANCE 586 EFFECTIVE JUNE 29, 1998;

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

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

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 SHORELANDS;

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;

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

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:

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 78^0 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.**

EXHIBIT THREE

Planning Commission Recommendations **December 13, 2005**
Amended by City Council at a Public Hearing **December 27, 2005**
Amended by City Council at City Council Meeting 3rd and final reading **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.

(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 "Ghaffari" 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.

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

FIGURE 3
L104-1 GHAFFARI 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

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS

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

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

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, Washington.[1] *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 feet.[2] 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

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

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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.*

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 1-25; 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

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property in accordance with the requirements of [Title 14] as well as any additional requirements imposed by the Council. *LSMC 14.08.010.*

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

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.*

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[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

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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. *LSMC 14.88.830(c).*

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

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).*

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 fess 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.*

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:[10]

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 ay 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.

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[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.

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.

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

THEODORE PAUL HUNTER
Hearing Examiner

EXHIBIT D

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

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

under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below.

The mitigation measures adopted with this determination include:

1. Development of the project in accordance with a site plan approved by the Hearings Examiner and in substantial compliance with the site plan submitted as part of the land use application.
2. Issuance of a Certificate of Concurrency under LSMC 14.110.070(b).
3. Payment prior to issuance of a building permit, of a traffic impact mitigation fee as required by LSMC 14.110 and as identified in a traffic impact analysis report prepared for this project. The fee amount will be as determined by the Hearings Examiner as part of Conditional Use Permit approval.
4. Payment of a park mitigation fee in an amount calculated pursuant to LSMC 14.20.080 or LSMC 14.20.090, or land dedication as provided by LSMC 14.120.100.
5. Payment of a school impact mitigation fee in accordance with the Capital Facilities Plan as adopted by the Lake Stevens School District.
6. Compliance with critical area provisions of Title 14 of the Lake Stevens Municipal Code, including wetland, wetland buffering, slope protection, erosion safeguards. Temporary impacts that may occur as a result of construction to on-site and off-site wetland buffers and other critical areas will be restored to the condition that existed prior to development or as indicated on the approved site plan.
7. Development in accordance with a drainage plan and grading plan as approved by the City as part of project approval.
8. Compliance with other elements of Title 14 of the Lake Stevens Municipal Code.

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by November 1, 2006. The Responsible Official may incorporate any substantial comments into the MDNS. If the MDNS is substantially modified it will be re-issued for further public review.

Appeals: You may appeal this mitigated determination of non-significance by submitting an appeal to the address below prior to 5:00 P.M. on November 1, 2006. 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.

All comments or appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258.

EXHIBIT 4
PUBLIC COMMENT LETTERS

From: Adam Riehl
To: Melissa Place
Cc: jspencer@lakestevens.gov
Subject: Tonight"s Meeting
Date: Thursday, April 6, 2017 7:04:49 PM

Hi Melissa,

Was anybody for the City of Lake Stevens taking notes or not? I would like to see them. Is each point that was raised going to be formally addressed? We didn't seem to get real concrete answers to the concerns. It seems like the City of Lake Stevens is not acting in the best interest of the community. There were numerous issued raised that were against the project. Our infrastructure does not seem to be able to support this it. What are the positives for this community to have these home built?

Point blank, does the City of Lake Stevens have the ability stop this project?

Thanks,

Adam

Sent from my iPhone

From: Alyssa Miller
To: Melissa Place
Subject: Proposed condo project
Date: Sunday, April 2, 2017 5:46:30 PM

Hello Melissa,

I would like to voice my opposition to the proposed condo project on Callow Road by proxy since I am on vacation and unable to attend the meeting.

I fully support Lake Stevens growing and adapting but our current schooling situation doesn't allow for any more students to come into the district without having severe impacts on our current student population.

My oldest son attending LSMS last year and his class sizes were over 30 students, my understanding is that the school district doesn't have any plans to propose a new middle school for 8 years (as was promised when we passed the current bond measure) and we already have three new developments going in off of 99th (which is where my home is) plus all the new housing off of Cavelero. North Lake, where these students would attend, is similarly overcrowded.

We have very few shopping options, very few restaurant options, and horrendously overcrowded roads as it is. The city needs to STOP allowing more homes to be built until the city is property reconfigured to handle it. I am becoming increasingly frustrated with the lack of foresight the planners who approve these monstrous developments seem to have.

We need to place a moratorium on new homes being built and give the business developments (such as the upcoming 9/204 interchange and revamp of frontier village) time to catch up o all of our housing growth. These condos might be a great addition in five years but now is not the time. They've already waited this long, they can wait some more.

Thank you for your time,

Alyssa Miller

Sent from my iPhone

From: andrea wright
To: Melissa Place
Subject: binding site plan in N Lake Stevens
Date: Tuesday, March 28, 2017 9:44:40 PM

Ms. Place,

We came across the official notice for the Nourse Binding Site Plan today on Oak Road and are bewildered that this is the first we have heard of this project. We are property owners on 29th Street, a home that is considered to be in the "buffer zone" according to your map. In the official notice, it states that the document was "mailed to property Owners within 300 feet of project site." We have received no notification through the mail and neither have our neighbors. Why is there not an official notice sign on the 30th Street Northeast and Cedar Road? This must clearly be another access point to the future neighborhood, yet no signage is placed.

The date of the public meeting is next Thursday. Is this the first of three public hearings for the site or the third? Why have the property owners not been notified of this meeting except on a sign that was put up on Tuesday, March 28th? This is not a fourteen day notification. I respectfully ask the public hearing to be rescheduled when the property owners receive the "official notification" in the mail. It seems unfortunate and to the advantage of Mr. Tim Kaintz that the public hearing is scheduled during spring break.

Looking forward to your timely response.

Sincerely,
Dr. Aaron Wright and Andrea Wright

From: andrea wright
To: Melissa Place
Subject: additional questions
Date: Friday, March 31, 2017 4:41:02 PM
Attachments: image001.png

Hi Melissa,

Happy Friday! I have just a few questions for you that I am hoping you can answer.

1. Can you explain to me what a right-of-way vacation is?
2. Did the City of Lake Stevens issue a SEPA threshold determination for the Developer Agreement in 2006? Do you have the 2006 Developer Agreement SEPA checklist and will you e-mail it to me?
3. Will the City of Lake Stevens have to issue a SEPA threshold determination for the actual project moving forward throughout all the building phases? When is that SEPA determination? Will the project have to consider current 2017 school and road traffic issues?
4. Lastly, will you please e-mail me the public meeting agenda for next Thursday and who do you anticipate will be in attendance (Tim Kaintz, which city council members, planning commission members)?

Thank you for your time!
Sincerely,
Andrea

From: Melissa Place <mplace@lakestevenswa.gov>
Sent: Thursday, March 30, 2017 3:02 PM
To: andrea wright
Cc: Teresa Meyers; Jennie Fenrich; Russell Wright
Subject: RE: Nourse plot

Hi Andrea, thank you for letting us know you haven't received the postcard yet. We are looking into it.

I did want to let you know that the City is extending the public comment deadline until **April 14th at 5:00 pm** and will be holding a second public meeting on **April 13th at 5:00 pm** at the Lake Stevens Community Center, 1808 Main Street, Lake Stevens, WA. The second postcard mailing is going out today and you should receive it in a few days or less. I have also attached it for you to this email and attached the 1st or original postcard as well.

Please feel free to share this information with your neighbors and others who are interested.

Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.377.3229 | mplace@lakestevenswa.gov

From: andrea wright [mailto:andreawright3@hotmail.com]
Sent: Thursday, March 30, 2017 9:01 AM
To: Melissa Place <mplace@lakestevenswa.gov>
Cc: Teresa Meyers <tmeyers@lakestevenswa.gov>; Jennie Fenrich <jfenrich@lakestevenswa.gov>; Russell Wright <rwright@lakestevenswa.gov>
Subject: Nourse plot

Melissa,

Thank you so much for the attached information and for taking the time to talk to us about the plans for the Nourse development. You were very helpful!

Please let it be known that no notification has yet come in the mail regarding the meeting a week from today. We have all checked out mail faithfully and none of the neighbors "within 300 feet of project site" have received the mailing. This is negligent on the city's part, besides not having the information listed on the "development" portion of the website. This is in conflict with two of the official notifications on the City of Lake Stevens document of "Binding Site Plan & Right-of-way Vacation." Please make this complaint part of your record.

Sincerely,
Andrea

From: Melissa Place <mplace@lakestevenswa.gov>
Sent: Wednesday, March 29, 2017 5:05 PM
To: andrea wright
Cc: Teresa Meyers; Jennie Fenrich
Subject: RE: binding site plan in N Lake Stevens

Dear Andrea,

Thank you for stopping into the city today to further clarify and obtain information on the project. Your email below is considered public comment, is now part of the record, and we have included you on the parties of record list for the project.

The Notice of Application (NOA) was published in the Everett Herald on March 24th and the sign was posted at the intersection of Callow and Oak Rd on the same (14 days from the date of public meeting). As I mentioned when we talked at the counter today, the City does not have the 14 day timeline requirement for noticing of a public meeting versus public hearing, but we do try to keep to the same (hence the issuance of the NOA on March 24th). Additional signs were posted on the property on Tuesday, March 28th.

The City mailed postcards to property owners within 300 feet of all phases of the project. I have attached the 300 foot buffer map for your reference.

Please note that the public meeting next Thursday is the only public meeting slated for the project at this point and the only public hearing related to the project is for the right-of-way vacation which is tentatively slated for the April 25th City Council meeting. The approval of a binding site plan is a Type II review process which is administrative, meaning that it only requires administrative review and approval, and does not require a public hearing before a hearing examiner or legislative body.

The existing home on Oak Road that you inquired about is not included as one of the parcels under application and thus will remain as is.

The interior roads of the plat will connect at Callow, Oak Rd, and 30th St NE (near the unopened right-of-way of 109th Ave NE - this is best illustrated on page 5 of the Narrative). No connections are planned for SR-92 nor at 111th Dr NE or 36th St NE. Frontage improvements are planned along Oak Road, 107th Ave NE, Callow Road, and 109th Ave NE. Improvements would include right-of-way dedication, sidewalks, landscape strips, curb and gutter.

Finally, please note that I have attached a number of relevant documents to this email for your reference however I could not include the construction plan set pdf which is too big to email (the cover page is what you got a copy of earlier). If you would like that we could make you a copy (at reproduction cost) for you to pick up, have mailed to you, or for you to come in and view at city hall.

I hope this addresses most of your concerns.

Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257

425.377.3229 | mplace@lakestevenswa.gov

From: andrea wright [mailto:andreawright3@hotmail.com]
Sent: Tuesday, March 28, 2017 9:45 PM
To: Melissa Place <mplace@lakestevenswa.gov>
Subject: binding site plan in N Lake Stevens

Ms. Place,

We came across the official notice for the Nourse Binding Site Plan today on Oak Road and are bewildered that this is the first we have heard of this project. We are property owners on 29th Street, a home that is considered to be in the "buffer zone" according to your map. In the official notice, it states that the document was "mailed to property Owners within 300 feet of project site." We have received no notification through the mail and neither have our neighbors. Why is there not an official notice sign on the 30th Street Northeast and Cedar Road? This must clearly be another access point to the future neighborhood, yet no signage is placed.

The date of the public meeting is next Thursday. Is this the first of three public hearings for the site or the third? Why have the property owners not been notified of this meeting except on a sign that was put up on Tuesday, March 28th? This is not a fourteen day notification. I respectfully ask the public hearing to be rescheduled when the property owners receive the "official notification" in the mail. It seems unfortunate and to the advantage of Mr. Tim Kaintz that the public hearing is scheduled during spring break.

Looking forward to your timely response.

Sincerely,
Dr. Aaron Wright and Andrea Wright

From:	andrea wright
To:	Melissa Place; Russell Wright; John Spencer; Gary Petershagen; Todd Welch; Kathy Holder; Rauchel McDaniel; Kim Daughtry; Kurt Hilt; Marcus Tageant
Subject:	Nourse Development
Date:	Friday, March 31, 2017 4:58:01 PM

Dear Community Development Director, City Planners, Mayor and City Councilmembers,

We are writing in regards to the development of the Nourse property in north Lake Stevens. We are truly disgusted that we had to learn about the plan from someone walking the street instead of receiving proper notification from the city itself. We drove down the narrow country road known as Oak Road where the one of two signs were posted regarding the "binding site plan." Melissa Place informed us four other signs were going up last Tuesday but we have not seen them posted in the area.

Our desire in contacting you is to ask you to consider building homes similar to the neighborhoods that surround the plot. These lots are 8,000 square feet and up. Overall, these neighborhoods have been well maintained and we would like to keep the standard high in this area. We are hoping that as a city council and planning development your goals are to better Lake Stevens through thoughtful development. Our concern with this particular development is the scale, density and type of housing. Air condos do not fit the look and feel of any the surrounding neighborhoods, including the future multi-million dollar Lake Stevens High School.

It is maddening to think that you are allowing a 2007 developer's agreement to stand when the original parties have changed hands so many times. We would love for our home to be taxed at its 2007 value however, it is 2017, and we need to abide by those standards, as should this development. The Lake Stevens population has doubled since this developer's agreement was established. The ever-growing traffic, immense growth and failing retail has changed much in the last ten years.

Below are our main concerns on the Nourse Development:

Road infrastructure – Callow Road (the main artery into the Nourse Development) is currently failing as a road. The stream next to it has the potential of giving the road grief similar to Catherine Creek and Grade Road because of the continuous water run-off and stream. Taking away all of the vegetation will further cause disruption to this road. Callow and Oak Roads are currently at a narrow 20 feet wide. 30th Street is 28 feet wide. These streets should have a 50 foot width to accommodate a high density development such as Nourse. These streets cannot accommodate an additional 500 more cars for daily travel.

The connection of Oak and 30th will quickly become a thorough fair for high school drivers. I

doubt the Nourse community would like young drivers cutting through their neighborhood in their mad dash to make it on time to school. This is what we face daily on Cedar Road and 30th Street. The Oak Road and 30th connection will become a cut through to the high school. The current dirt road that is at the base of 30th has fish bearing streams on both sides of it. Updated critical area plans need to be made to protect the wildlife and fish in these streams.

The majority of the traffic from the Nourse Development will funnel onto Highway 92, a one lane direction highway. With the other developments that have been approved by Lake Stevens and Granite Falls, Highway 92 will not be able to accommodate the mass amount of cars as it currently exists.

To use the traffic study from 2007 is laughable. If the development continues, a new traffic study must be done as a courtesy to residents. So many of Lake Stevens country roads from years ago are now serving as major thoroughfares. All of the main arterty streets connecting to the Nourse property are small one lane direction streets.

Location in the City – Since 2007, many areas of Lake Stevens have been under a developer's agreement to no longer build air condos. What is an "air condo" anyway? Condos at least have a chance of success when built near retail and other shopping. The way this development sits, all residents will have to drive to any amenities. There are no sidewalks on Callow and Cedar Roads (the two main roads residents would potentially use) so they are not going to be walking or biking to places. Is the city going to add in sidewalks for the new and current residents? There is no near access to shopping, public transportation or grocery stores.

This is the wrong location for air condos. Other high density developments have built parks within the community and other amenities for their residents where Nourse is just a smattering of tiny lots and tall condos.

Parking & Emergency – The zoning for the Nourse property shows narrow streets with potential for on-street parking (no matter what is written in the HOA covenants). How will the school buses and emergency vehicles be able to drive in this area, especially fire trucks?

Lack of Communication – A development this size affects all of North Lake Stevens, particularly with traffic, lack of school space and destruction of remaining green space. The city planning department still only has two signs up announcing this development and no written mailers to residents in the buffer zone. Why was the school board and district not notified of the intent to build when they were securing their bond or realigning school boundaries a few months ago? The city council, development office and school district should be working together. The district should not be making knee-jerk reactions based on your wish list of development sites.

Critical Areas – The Nourse property has a large wet land on the south side and many wildlife such as bald eagles (documented picture is available), deer, coyotes, rabbits and fish. When was the critical area ordinance vested for Nourse written?

Circa 2006 – It is disturbing to think the city is using information from 2006 for a 2017 project. The population for Lake Stevens in 2006 was 13,656. Today it is 28,069. This is not the same Lake Stevens as 11 years ago.

It is even more troubling to know that the city council has delayed their storm water manual update and code revision as it hustles in old building pet projects with outdated regulations. A ten year old drainage grading plan cannot be used as the current guide. It is like asking Lake Stevens to honor our 2006 home value for 2017 taxation purposes. The plat ownership has changed hands so many times that it is stunning to think the city is bound to ten year old codes when none of the original parties are now involved.

We think you may be shocked to know that what people love about Lake Stevens is its size and charm; which both are quickly leaving this city. We are going to be as packed as Marysville and un-charming as Everett before Mayor Spencer will leave office. How can you continue to build high density residential areas when the road infrastructure and city economy cannot sustain it?

We recognize that the Nourse property will be developed. Please reconsider the air condos and lot sizes. Build homes that will last 100 years in Lake Stevens and be something that your grandchildren will be proud to say you were a part of. The residential areas around the Nourse land are well maintained. Build homes that compliment these other neighborhoods. The new multi-million dollar Lake Stevens High School building is going to be amazing. Homes that neighbor this area should complement the high standard of these buildings and not be quick money for the city.

Please enter our names as party of record for this development including any SEPA notices.

Sincerely,
Dr. Aaron and Andrea Wright

From: Russell Wright
To: andrea wright
Cc: Melissa Place
Subject: RE: Quick question
Date: Friday, April 7, 2017 2:50:23 PM
Attachments: NOURSE POWER POINT cw (04.06.17)plm-dc (003).pptx

Find attached a copy of the applicant's power point presentation from last night.

Yes, zoning can be changed to a lower density. The city or a property owner can request a rezone at any time when the proposed zoning is consistent with the Comprehensive Plan and meets established code requirements.

You can contact the Mick Monken, City Engineer with traffic questions. Please provide clarification on your question about "cost to city"

Best regards,

Russ Wright, *Community Development Director*

City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.212.3315 | rwright@lakestevenswa.gov

From: andrea wright [mailto:andreawright3@hotmail.com]
Sent: Friday, April 7, 2017 11:32 AM
To: Russell Wright <rwright@lakestevenswa.gov>
Subject: Quick question

Director Wright,

I have a couple of quick questions for you regarding the Nourse development. Melissa is out of the office so I was hoping you could help.

1. May I have an electronic copy of the slide show from last night's public meeting?

2. Can a city re-zone a property? Once it is zoned for high density can it be changed?

3. Who may I contact in regard to traffic/ road concerns around the property and the projected cost for the city?

Thank you for your time.

Andrea Wright

Sent from my T-Mobile 4G LTE Device

From: andrea wright
To: Melissa Place
Subject: three quick questions
Date: Sunday, April 9, 2017 6:39:55 PM
Attachments: image001.png

Hi Melissa,

I hope you had a nice weekend. Russ Wright e-mailed me the developer's slide show on Friday.

When you have a minute, can you answer the following questions for me please?

1. In the Developer's Agreement there is a section called "Before the Hearing Examiner for City of Lake Stevens," page 9 number 23. Mr. Cayton testifies that the buffers around the property lines will have a 20 foot setback from the property line and a retaining wall. He also stated that there would likely be 50 feet separating nearby property lines and proposed lots. Is the current developer held to these standards?

2. You mentioned to me that there are nine phases of development but I only see four in the maps produced by the developer. How many phases are there? Is there a general timeline for the phases that you can share with me?

3. In the Developer's Agreement it states that $3,875 will be paid per single family dwelling to the school district. What is the school fee for 2017?

Thank you for your time!
Andrea

From: Melissa Place <mplace@lakestevenswa.gov>
Sent: Wednesday, March 29, 2017 5:05 PM
To: andrea wright
Cc: Teresa Meyers; Jennie Fenrich
Subject: RE: binding site plan in N Lake Stevens

Dear Andrea,

Thank you for stopping into the city today to further clarify and obtain information on the project. Your email below is considered public comment, is now part of the record, and we have included you on the parties of record list for the project.

The Notice of Application (NOA) was published in the Everett Herald on March 24th and the sign was posted at the intersection of Callow and Oak Rd on the same (14 days from the date of public meeting). As I mentioned when we talked at the counter today, the City does not have the 14 day timeline requirement for noticing of a public meeting versus public hearing, but we do try to keep to the same (hence the issuance of the NOA on March 24th). Additional signs were posted on the property on Tuesday, March 28th.

The City mailed postcards to property owners within 300 feet of all phases of the project. I have attached the 300 foot buffer map for your reference.

Please note that the public meeting next Thursday is the only public meeting slated for the project at this point and the only public hearing related to the project is for the right-of-way vacation which is tentatively slated for the April 25th City Council meeting. The approval of a binding site plan is a Type II review process which is administrative, meaning that it only requires administrative review and approval, and does not require a public hearing before a hearing examiner or legislative body.

The existing home on Oak Road that you inquired about is not included as one of the parcels under application and thus will remain as is.

The interior roads of the plat will connect at Callow, Oak Rd, and 30th St NE (near the unopened right-of-way of 109th Ave NE - this is best illustrated on page 5 of the Narrative). No connections are planned for SR-92 nor at 111th Dr NE or 36th St NE. Frontage improvements are planned along Oak Road, 107th Ave NE, Callow Road, and 109th Ave NE. Improvements would include right-of-way dedication, sidewalks, landscape strips, curb and gutter.

Finally, please note that I have attached a number of relevant documents to this email for your reference however I could not include the construction plan set pdf which is too big to email (the cover page is what you got a copy of earlier). If you would like that we could make you a copy (at reproduction cost) for you to pick up, have mailed to you, or for you to come in and view at city hall.

I hope this addresses most of your concerns.

Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.377.3229 | mplace@lakestevenswa.gov

From: andrea wright [mailto:andreawright3@hotmail.com]
Sent: Tuesday, March 28, 2017 9:45 PM
To: Melissa Place <mplace@lakestevenswa.gov>
Subject: binding site plan in N Lake Stevens

Ms. Place,

We came across the official notice for the Nourse Binding Site Plan today on Oak Road and are bewildered that this is the first we have heard of this project. We are property owners on 29th Street, a home that is considered to be in the "buffer zone" according to your map. In the official notice, it states that the document was "mailed to property Owners within 300 feet of project site." We have received no notification through the mail and neither have our neighbors. Why is there not an official notice sign on the 30th Street Northeast and Cedar Road? This must clearly be another access point to the future neighborhood, yet no signage is placed.

The date of the public meeting is next Thursday. Is this the first of three public hearings for the site or the third? Why have the property owners not been notified of this meeting except on a sign that was put up on Tuesday, March 28th? This is not a fourteen day notification. I respectfully ask the public hearing to be rescheduled when the property owners receive the "official notification" in the mail. It seems unfortunate and to the advantage of Mr. Tim Kaintz that the public hearing is scheduled during spring break.

Looking forward to your timely response.

Sincerely,
Dr. Aaron Wright and Andrea Wright

From: Andy Cool
To: Melissa Place
Subject: No to condos in Lake Stevens
Date: Tuesday, April 4, 2017 4:24:34 PM

We vote NO on condos!
Andres
Owner of Stonebriar house

Sent from my iPhone

From: Ann Hilton-Adams
To: Melissa Place
Subject: No Condos Please!
Date: Friday, March 31, 2017 8:39:19 AM

Hi Melissa,
My name is Ann Hilton-Adams. My family and I live in Lake Stevens on 111th Dr. NE and we are very concerned about the proposed 288 unit single family detached condo development proposal going in 70+ acre lot next to our quiet, family residential neighborhood. If passed it would potentially increase traffic flow by 500 extra cars in already narrow streets, No green space and wetlands for native animals and plants, this development is using 10yr old ordinances and out of date environment protections and building at a rate our already overcrowded schools cannot keep up with. My children love to play with their friends in the street, riding bikes, scooters, etc. and I worry about their safety with this huge increase in traffic.
I would rather see a thoughtfully, planned residential home community like ours extended in lieu of condos..... if there has to be some sort of development.

I agree with other residents here who "say no to turning our beautiful, quiet community into an overflowing sardine can!"

Thank-you for your attention on this matter,

Ann Hilton-Adams

From: Beau Waters
To: Melissa Place
Subject: Re: L16-1 Nourse Property
Date: Wednesday, April 12, 2017 1:46:07 PM

Dear Melissa,

Emily Waters and I (Beau Waters) would like to be added as a party of record. We disagree with the proposed planning for 288-condominium single family detached units. This type of development would include setbacks of as little as 3 feet between dwellings, plus the state, county and local statutes for road access and easements for condominiums are way more relaxed than a typical sub-division with single-family units. 288 units over 70 acres would most certainly cause issues with parking, congestion, create safety issues with our kids, and effect the wildlife in our community. 900+ people, 600 extra cars and without the proper infrastructure, all these factors would devalue neighboring homes and would take away from the overall image of Lake Stevens. Do we want to be the next Redmond or Bellevue? I don't think so.

I already disagree with the majority of Lake Stevens city planning, and I believe the judgement calls for our beautiful city are not fully thought through. Why are we so focused on allowing subdivisions that are smaller and smaller, have NO sidewalks, have streets big enough for a single car and not requiring more natural land to be preserved. We need to say "No" to the builders and investors trying to make a penny off the backs of our beautiful community. We don't need to grow at the pace of everyone else. Let's do it right the first time around.

Thank you for listening to our concerns, I plan to join in the public hearing on April 13th.

Sincerely,
Beau and Emily Waters
12723 35th Pl NE
Lake Stevens, WA 98258
(360) 280-1071

From: Emily <standfirm85@yahoo.com>
Sent: Saturday, April 8, 2017 12:52 PM
To: (Dad) Beau Waters
Subject: Fwd: L16-1 Nourse Property

Sent from my iPhone

Begin forwarded message:

From: Emily <standfirm85@yahoo.com>
Date: April 8, 2017 at 12:39:17 PM PDT
To: Beau Waters <waters8591@hotmail.com>
Subject: Fwd: L16-1 Nourse Property

Sent from my iPhone

Begin forwarded message:

From: Jesidarboe <jesidarboe@gmail.com>
Date: April 8, 2017 at 12:30:14 PM PDT
To: Standfirm85@yahoo.com
Subject: Fwd: L16-1 Nourse Property

Sent from my iPhone

Begin forwarded message:

From: Melissa Place <mplace@lakestevenswa.gov>
Date: March 31, 2017 at 08:32:42 PDT
To: Jesidarboe <jesidarboe@gmail.com>
Subject: RE: L16-1 Nourse Property

Dear Jessica, thank you for your comment on the project. It will be considered part of the record and you are on the parties of record list for the project.

Please note that the City is extending the public

comment deadline until April 14th at 5:00 pm and will be holding a second public meeting on April 13th at 5:00 pm at the Lake Stevens Community Center, 1808 Main Street, Lake Stevens, WA. Please see the attached postcards for more information.
Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.377.3229 | mplace@lakestevenswa.gov

-----Original Message-----
From: Jesidarboe [mailto:jesidarboe@gmail.com]
Sent: Thursday, March 30, 2017 10:37 PM
To: Melissa Place <mplace@lakestevenswa.gov>
Subject: L16-1 Nourse Property

Hi Melissa,
I would like to be added as a party of record. My concerns about this project is that these houses are being built on such small lot sizes (3400 sq feet) that multiple families are going to be squeezed in a small area. The road access to this property include small county windy roads, highway 92 will be even more backed up and back roads will be crowded. A new round-a-bout and stop lights will most likely need to be installed. It will also be unsafe for lots of traffic on these windy roads. Steven creek elementary isn't even finished being built yet and that school will already be full. If the lot sizes were to double in size that would be way better for the community as a whole. With half the homes as proposed it won't put as much stress on the neighboring homes and properties. The new laws should be taken into account, taking away the wetlands from the native animals is not right. We are already seeing bunnies, cougars, coyotes, and deer roaming the streets/centennial trail where are they going to go once these house are built?

As a current resident of lake stevens I can say this construction plan if executed will change our community for the worse. Our kids will be deprived of reasonable class sizes for optimal education, our commute times will increase, pollution will be more condensed in this area, homes taken away from the native animals and the back roads will be overcrowded and less safe.

I hope the decision maker will listen to the community's concerns and make a decision that will benefit the community as a whole.

Thanks!
Jessica Darboe
425 829 2101
12704 35th PL NE
Lake Stevens, WA
98258
Sent from my iPhone

From: Brad Johnson
To: Melissa Place
Subject: Concerned Citizen Regarding Callow Road Condos
Date: Wednesday, April 5, 2017 5:10:11 PM

Melissa:

I am a resident of Lake Stevens, WA in 98258. We cannot allow these condos to be approved until our road capacity is adequate for the additional volume of traffic it will entail.

As a citizen, I am already deeply troubled by the increasing traffic pattern even over the recent months since I've moved here. Adding 500+ new cars will only increase the mess.

As the city planner, it is your responsibility to ensure our community grows in a sustainable fashion, and all ecological and logistical factors must be weighed in such approvals.

I urge you to reject the plan to build 288 new condos in Lake Stevens. We simply can't sustain it.

Regards,
Brad Johnson

From: Beth Braun
To: Melissa Place
Subject: FW: Nourse Development
Date: Tuesday, April 18, 2017 3:30:55 PM
Attachments: image001.png
image002.png

From: Russell Wright
Sent: Friday, April 14, 2017 7:44 AM
To: Beth Braun <bbraun@lakestevenswa.gov>
Subject: FW: Nourse Development

FYI

From: C.G. O'Malley [mailto:charlesgomalley@gmail.com]
Sent: Thursday, April 13, 2017 10:38 PM
To: John Spencer <jspencer@lakestevenswa.gov>
Cc: Melissa Place <mplace@lakestevenswa.gov>; Russell Wright <rwright@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Todd Welch <twelch@lakestevenswa.gov>; Kathy Holder <kholder@lakestevenswa.gov>; Rauchel McDaniel <rmcdaniel@lakestevenswa.gov>; Kim Daughtry <kdaughtry@lakestevenswa.gov>; Kurt Hilt <khilt@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>
Subject: Nourse Development

Dear Mayor Spencer,

Thank you for joining community members at the 2nd informational meeting tonight on the proposed Nourse Development!

Clearly, you have heard our community's concerns and articulated in front of everyone your commitment to negotiate a better deal with the Developer. We will hold you to your public commitment and look forward to seeing what you can do.

I ask that you agree to a win-win or no deal arrangement as you deliberate with the Developer and that you represent all of the concerns that community members have shared with you over the past few days.

Reviewing the Developer's Agreement (see paragraph 10 below), it appears that the City has the authority to rezone when the Agreement expires, which is at the end of this month. While I agree that it would be better to reach a favorable win-win deal with the current developer instead of waiting to court better options, no deal would absolutely be better than a bad deal. If necessary, be willing to put personal relationships aside, walk away from a bad deal, leverage the city's ability to rezone after this month and then attract developers that are willing to deliver what the community expects while the new developer can simultaneously achieve a fair profit.

Like so many of our community members, I understand that land needs to be developed. We are simply asking for responsible development of the land that reflects appropriate stewardship of our current neighborhoods, school district, road infrastructure and the environment. This will require lower density homes built on the Nourse Property with the same look and feel as the surrounding neighborhoods along with a robust infrastructure to support it. It will also require that the developer pay the current rate of all park, transportation, and impact fees. But the latter shouldn't be part of the negotiation; it's already in the Agreement (see paragraph 3 below)!

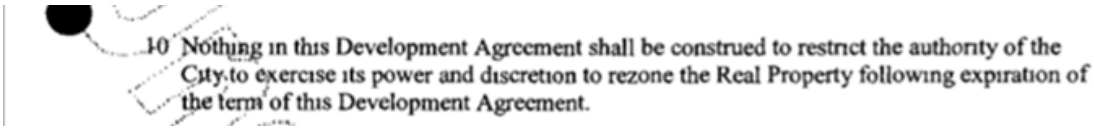
I look forward to joining you, our City Council Members and other community members at the Right of Way Vacation Hearing on the 25th . All eyes (including everyone who watched the Q13 news tonight) are on our City Leaders to see how well you all represent our community and ardent desire to continue to make Lake Stevens the gem that it is.

I am counting on you to deliver!

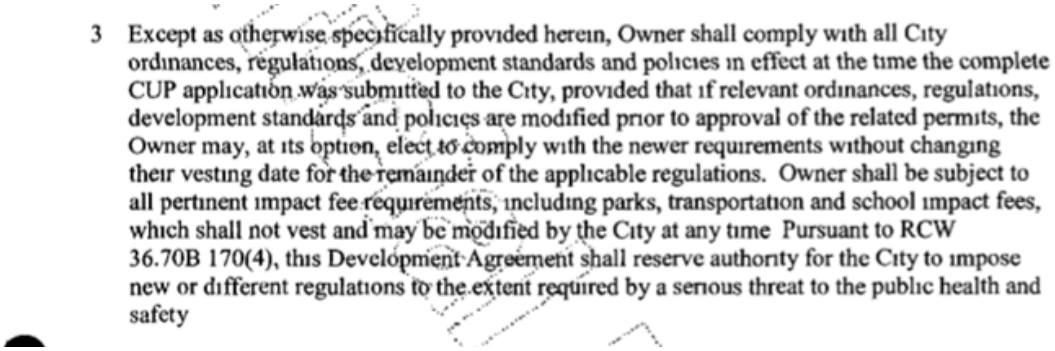
Please make me a party of record.

Thank you.

Best regards,
C.G. O'Malley



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.



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

From: Cherith Lee
To: Melissa Place
Subject: CONDOS
Date: Thursday, March 30, 2017 7:16:17 PM

Hello, I'm a homeowner in the neighborhood just north of Highland elementary. I am very much opposed to the new condos that are going to be built! We already have super over crowded schools. And we chose to buy this house because of the neighborhood, it's a very nice neighborhood with large lots and it's safe for our kids to play outside. The last thing we want is for it to become unsafe and for our house values to plummet!! Please take this seriously and don't let this new community be built. Thanks for your time! God Bless

Cherith Lee
3574 112th ct ne
Lake stevens WA 98258
425-923-4919

Sent from my iPhone

From: Christopher Boyles
To: John Spencer; Melissa Place; Marcus Tageant; Planning Directorrwright@lakestevenswa.gov; Councilmembergpetershagen@lakestevenswa.gov; Councilmembertwelch@lakestevenswa.gov; Councilmemberkholder@lakestevenswa.gov; Councilmemberrmcdaniel@lakestevenswa.gov; Councilmemberkdaughtry@lakestevenswa.gov; Councilmemberkhilt@lakestevenswa.gov
Subject: Nourse development in Lake Stevens
Date: Friday, April 14, 2017 4:35:17 PM

I'm emailing you to express my concern for the high density development planned here in Lake Stevens. This is too many homes on very small lots that's going to overload our already crowded schools and roads. The city infrastructure is going to have additional strain as well as you add these 288 homes into a tiny little area. Highway 92 is already extremely dangerous and are you going to pump 400- 600 more cars out onto it every day. I drive my daughter to Cavelero each day because the buses are so overcrowded she would have to sit on someone's lap to get there. After that, the drive south down Highway nine takes over an hour just to get 20 miles as it's only a 2 Lane Rd. Please consider drastically reducing the amount of homes and increasing the lot size to 8000to 10,000 ft.^{2} per lot. This will allow quality development and much less overcrowding. This high density project is not ok with the residents of Lake Stevens. Please make me a party of record so that I may follow up on this development.

Very concerned Lake Stevens resident,
Chris Boyles
206-276-3091

From: Christina Aguero
To: Melissa Place
Subject: Proposed Condos
Date: Thursday, April 6, 2017 3:30:32 PM

Melissa,

I have been informed there will be condos built in the area of where I live. I am unable to attend today's meeting due to childcare but I want to make sure my voice is heard. I live in the Shirewood community. My family is very concerned about this matter. We moved here in 2009 do to the fact we liked the small community we would be living in and the schools were close for my kids to attend. I have 5 children ages 6-19. My two youngest attend Highland Elementary. Both with education concerns and needing extra help. Currently there is just too many kids in their class which makes it hard for teachers now to give the extra support kids like my children. I was pleased to hear there is a new Elementary being built to help the crowed school.

With new development and condos being built this will once again make our schools crowed. Making us back to square 1. Not to mention we have only one High School in Lake Stevens and that's crowded too. I have one child now who attends LSHS and one that attends Cavalero. There is currently a crosswalk from my neighborhood to the LSHS. The traffic that comes through never stops for the kids to cross. The kids have to wait for it to be clear to cross. This is a big problem. One day my son said his friend walked out on the cross walk and the cars coming just kept coming. Currently we have no flashing lights or sign saying to stop for pedestrians like the one by Highland and it's sad to say it will probably take something bad to happen there before there is one put.

We also have a huge problem with LSHS students parking in our neighborhood. We have no parking for our guest to visit because the students use our neighborhood to park their cars. They don't want to pay for parking at the school. There are always a hand full of vehicles illegally parked. It's difficult to come into our neighborhood now and with condos being built and more kids and traffic there will be more cars trying to find parking and more not aware of where they can park bringing more illegal parking and making even more difficult than it is to get in and out of our neighborhood. There are lots of students who run the stop sign after parking in our neighborhood and lots of students and parents that pick up students parked in our neighborhood waiting for kids making U turns in the middle of our neighborhood and everyone is waiting on each other to do a U turn or just get to their house. When I moved in this was all fixed and students were not allowed to park in our neighborhood than all of a sudden the last 3 years it's ok now. I'm not sure what exactly changed but since than it's been crazy around here. My family has been unhappy with this situation even my daughter who graduated LSHS who has no where to park when she gets home from work. My son who currently attends does not have a vehicle yet but walks to school and gets irritated. He soon will be driving and well I don't know where he will park either.

Needless to say condos are not what we need around here. We need our wetlands. We don't need over crowded country roads, schools, and just more problems in general when we already have current issues that are not fixed. I brought my family to the area so to our schools being the best. Not for over crowded schools and being afraid of my kids being outside playing because there is too much traffic to play out front.

I hope whoever is making the decisions takes what fellow neighbors & I have to say into consideration.

Thank you for your time.

Sincerely,

Christina Aguero

Sent from my iPhone

From: Cody Barwell
To: Gary Petershagen; Todd Welch; Kathy Holder; Russell Wright; Melissa Place
Subject: Callow Rd. Homes
Date: Thursday, April 13, 2017 3:46:15 PM

Good Afternoon,

I would like to voice my concern over the new homes that are being proposed on Callow Rd.

Currently the infrastructure within the City of Lake Stevens will not support the homes being proposed, right now our schools are over crowded and the roads are impacted greatly from all the current new construction. Recently it has been approved by the city of Marysville to build an apartment complex and a possible 80 homes on the North side of Soper Hill Road. Those kids will be going to the Lake Stevens schools based off the new boundary maps.

As a firefighter, the strain with the rapid growth of the city will limit public safety resources. I work for a rapidly growing city as a firefighter and the strain it puts on our police and our fighter fighters is an afterthought within the past 10 years our call volume has doubled and we are at the same staffing levels as 10 years ago.

Has there been any further thought to how the City will provide services to its current citizens for years to come? Has the City thought about the costs associated with hiring more police officers and firefighters? Has the City thought about building out the infrastructure of our road systems first? Has the City thought about with the current growth and proposed growth how our schools will be impacted? The student to teacher ratios?

Thank you,

Cody Barwell
E: Crbarwell@gmail.com
C: 425-791-8986

Sent from my iPhone

From: Courtney Spears
To: rwright@lakesetevenswa.gov; Melissa Place; Gary Petershagen; Todd Welch; Kathy Holder; Marcus Tageant; Rauchel McDaniel; Kim Daughtry; Kurt Hilt
Subject: condos behind Highland Elementary
Date: Thursday, April 13, 2017 12:38:36 PM

I am new resident of the Lake Stevens area and I am in favor of building these condos. I have two kids in the LS district and I know they are crowded. However, I know that housing is expensive and homes to buy are limited. Building more will allow more people to buy homes. This is a good area and people should be given opportunity to come here. Cutting off new construction is like building a wall. Just because some lucky few were able to buy here and take advantage of the area and the schools they should not be able to say “that’s it!”
the whole region is growing and we have to get on board.

thank you for your attention.

—Courtney Spears Criss

From: Crystal Combs
To: John Spencer; Melissa Place; Marcus Tageant; Kathy Holder
Subject: Lake Stevens Development
Date: Friday, April 14, 2017 1:24:19 PM

Good Evening,

As a Lake Stevens resident, I am emailing to voice my extreme distaste for the new growth and do not wish the city to build the new homes that they have proposed. I am also gravely concerned for the traffic, schools and traffic...Let's not forget the taxes that will be raised asking us to pay for it all. Let's get a grip on the damages already done to Lake Stevens as well as try and preserve some of the charm.

Warmest Regards,

Crystal

From: David Nigenda
To: Melissa Place
Subject: No condos
Date: Monday, April 10, 2017 7:43:54 AM

Hi,

First of all I'd like to ask these meetings are more widely advertised: I had to hear of them from a neighbor, and there's no mention of it in Lake Stevens' website. The choice of time is also very inconvenient: 5pm on a weekday means a lot of people cannot attend.

I'd like to voice my disapproval for more condos. Lake Stevens needs to improve the infrastructure (i.e roads) that are used each day by commuters before thinking of building yet more accomodations. All roads out of Lake Stevens are bottlenecked, and public transit does not reach enough places.

Thanks for your attention and for keeping Lake Stevens a place we are all proud to live in.

David Nigenda
South Lake Stevens

From: Diana Jordan
To: Melissa Place
Subject: We vote no on condos
Date: Tuesday, April 4, 2017 4:23:38 PM

Hello Melissa,
We will vote no on condos.
This is unacceptable!
Diana Jordan from Stonebriar.
Sent from my iPhone

From: Diana Rice
To: Melissa Place
Subject: 288 Unit Condo development, Please say NO
Date: Wednesday, April 5, 2017 9:26:30 AM

Ms. Melissa Place:

As a homeowner in the Stonebriar neighborhood of Lake Stevens, I would like to voice my opinion regarding the building of 288+ condos.

With so many residential neighborhoods already planned, the area cannot sustain the increased amount of traffic. For example, on workday mornings, it can take 30 minutes to cross the trestle to get to I-5. Already, there are problems with neighborhood traffic due to people cutting through our neighborhood to avoid 20th ave se, especially at the times when children are waiting for the school bus. Drivers ignore the speed limit, and it is only a matter of time before a child gets hurt. That risk rises with every new development you plan. Just getting out of our neighborhood is challenging during rush hour.

The schools are already overcrowded; 288 more families could add another 500+ students. That doesn't include all the children who will live in the already planned residential housing. Class sizes will increase to the point that students will not get a quality education, and the school district will not have enough funds for those students who have special needs. The new elementary school will not keep schools at their intended capacity for long if the town continues to allow huge housing developments.

The idea of destroying more wetlands and green space, driving away the native wildlife, is not well-thought out. With the number of new residential neighborhoods being built, we need more green, not less. We need to preserve our wildlife areas, not destroy them. The town is losing its beautiful Northwest forests at an alarming rate.

I would like to hear what the town has planned regarding the following issues:

1. School overcrowding is a huge concern! How many new schools do you have the funding for to build to accommodate all the students? Is there funding for more school busses and drivers? How long will it be before all the elementary schools are overcrowded again? What about the middle schools, Cavalero, and the highschool? Our kids education should not be expected to suffer so that more housing can be built at such a rapid rate.

2. How will you improve the lack of bus service? Has an arrangement been made with local transit authorities to provide bus transportation both in and out of Lake Stevens, specifically in a way that will help ease traffic from all these new residences?

3. Have you given any thought as to the impact on putting condos in residential neighborhoods? Property values go down! How do the neighboring streets feel about the condos and the negative impact they will have on them directly?

4. What will be done regarding out of date environmental protections and 10 year old ordinances? What is the plan to update them, how much will it cost, and who is paying for it? How much thought has gone into protecting this amazing area?

5. What about the narrow country streets? Are you planning to widen all of them? How much will it cost, and who is paying for it? Or are you hitting homeowners up for street widening to put in new condos that they don't even want? How much more land will be cleared because of that?

6. The families of Lake Stevens need things other than condos - we need more parks with better playgrounds (dog parks included). We need more businesses, such as restaurants, so we can keep our dollars IN Lake Stevens. Are either of these things on your planning list? We would love to see some quality family friendly restaurants that are not fast food! Most people I know agree that more housing should not be approved!

I hope I will get a reply to these questions. I am unable to attend the hearing due to commitments with my kids and my husband's work schedule.

Please note that I am voting NO to building new condos.

Sincerely,

--

Diana Rice

Cell: 203-233-3223

From: Dorie Boyles
To: John Spencer; Melissa Place; Russell Wright; Gary Petershagen; Todd Welch; Kathy Holder; rcmcdaniel@lakestevenswa.gov; Kim Daughtry; Kurt Hilt; Marcus Tageant
Subject: Nourse development
Date: Friday, April 14, 2017 4:42:50 PM

Hello,
My husband and I attended the meeting last night regarding the Nourse development that is planned to be going in here in Lake Stevens. We are very concerned about the number of homes that are going to be squished into this area and the negative effects it will have on our already crowded roads and schools. We have kids in 3 of the schools here in Lake Stevens and even when the new elementary school opens in 2018, our current elementary, Highland, will already be popping at the seams. Our daughter rides the bus to across town, to and from Cavelero and the busses are so crowded that kids often have to sit on each others' laps. That is our current situation WITHOUT these homes, and it is ALREADY NOT SAFE! We understand that this land will be developed, but it should be a much smaller number of homes, or they should be required to build more K-12 schools and purchase more buses. We are also concerned that emergency services will be stretched even more thin than they already seem to be.
I would like to become a party of record in order to follow along with this situation as it progresses.
Thank you,
Dorie Boyles
Lake Stevens resident

From: iona staddon-pereira
To: Melissa Place
Subject: Big No on Condos
Date: Tuesday, April 4, 2017 1:49:49 PM

Hello,

I am going to try and make the meeting on Thursday but if I don't, I want my voice heard on the 288 proposed condos. No, No, No. It will cause traffic issues, environmental issues not to mention possible violence and drugs.

Many thanks.
Iona Staddon-Pereira
Lake Stevens Resident

From: mjdriv@gmail.com
To: Melissa Place
Subject: Condos
Date: Saturday, April 1, 2017 6:45:22 PM

Please...we do not need those new condos in Lake Stevens! This city is already overpopulated, and has too many problems...that it cannot handle.
The city officials need to get control of the crime and homeless, and don't need
to further encourage more occupants.
Plus, we need to keep our trees. The animals need a place to live. All this construction just displaces them!
The whole idea is ridiculous!

Thanks for listening,

Jaime and Mark Drivdahl

From: Jason Schmitt
To: Melissa Place
Subject: RE: Callow Road / Highway 92 / 29th Street
Date: Tuesday, April 4, 2017 4:11:54 PM

Are you insane?!

This is not good for Lake Stevens. How about focusing on widening roads and easing the traffic in and out of Lake Stevens before adding another single residence. I live in Cavelero Ridge off of 20th and I get pissed off every morning I leave for work and see the trestle backed up all the way to the top of 20th. What will adding another 288 condos do our already congested streets? What will this do to our over crowded schools? What will this do to residential home prices? How about bringing in more businesses and improving infrastructure and adding parks and open space instead of cramming in more cheap housing?

I am voting No to building new condos.

Sincerely,

Jason Schmitt
1526 71st Ave SE
Lake Stevens, WA 98258

Sent from Mail for Windows 10

From: jenn.n.mike@gmail.com
To: Melissa Place
Subject: L116-1 Nourse development
Date: Friday, April 7, 2017 6:32:34 PM

This email is sent to assure that all of the CURRENT critical area and low impact development regulations are applied to this project. The development should include open space for all, safe routes to school, and trails for walking.

Please include me in all notifications for this project. And share any other public you have related to the planning for this project.

Thank you,

~Jennifer Adams
2810 116 Ave NE
LAke Stevens WA 98258
425-760-9297

From: jennifercbrown
To: Melissa Place
Subject: Nourse Binding Site Plan & Right-of-way Vacation
Date: Saturday, April 8, 2017 9:09:21 PM

Dear City Council Members,

It is with grave concern over the future of our tranquil community that I write this letter concerning the Nourse Binding Site Plan & Right-of-Way Vacation.

I returned from a short out of town trip to find the billboards posted along the green belt of Oak Road and Callow from the builder Tim Kaintz. My husband and I received post card notices from the City Council to attend the April 6th meeting.

It is incredibly disheartening and disturbing to see the plans that take our tranquil neighborhood with sizable lots to be slotted for "air condos" especially with the crowded cluster of SEVENTEEN CONDOS to go directly across the street from our driveway! I imagined housing would one day be developed in this sleepy meadow but to know that homes will be jammed in like dog kennels stacked 2 and possibly 3 stories high is beyond reasonable! We have coyotes, rabbits, raccoons, owls, eagles and deer currently making appearances in our backyard. With 17 Air Condos to occupy a small swath of land you can be sure that animals currently finding refuge in the shade of the trees and bramble will become non-existent.

We are not alone in our concerns. The community is one accord being outraged over the extended permits that allowed project delays with over 10 years! The last SEPA review was in 2006! How can one call this an above board review when it feels like a back door deal? Is anyone from the 2006 City Council still in office? Are the standards of the 2006 SEPA Environmental Review still the law? I have SERIOUS doubts!

Beyond the horrendous environmental impact of over developing the area with the most LOATHSOME "AIR CONDOS" is the impact of the 288 condominiums will have on our already overcrowded schools. No one from the school district was reporting at this community meeting and it seemed from those in attendance that it took all teachers and community members by surprise.

When you jam and pack people in like animals they act like animals. Some common sense construction would involve a NEW SEPA review and input from the Lake Stevens School District.

Once the forests and meadows are plowed under and the black top is poured it is too late. Nature paths are no substitute for the untouched beauty of large swaths of green trees and meadows. In fact the HOA in Granite Falls in the Granite Ridge Neighborhood had to permanently close their nature trails due to drug dealers, thieves and the homeless population. Please keep in mind the great citizens of our amazing Lake Stevens Community as you render decisions that will impact our lives for decades.

Sincerely,

Jennifer C. Brown

From: Jennifer Fountain
To: Melissa Place
Subject: We need to improve our housing plans in Lake Stevens
Date: Friday, April 14, 2017 8:36:04 AM

I am writing you after attending the public meeting on the Nourse building project. As a citizen of Lake Stevens for the past 18 ½ years I have watched as our city housing plans have been a disgrace! PLEASE PLEASE PLEASE consider a change in the development approval process. Let's try to be more like Mill Creek with nice homes and a tax productive town center with multiple food and shopping options.

I understand that home building and development will occur, and I am okay with it. What I am not okay is with our continual building small, slapped up, low cost homes crammed into tiny spaces when **the Lake Stevens market is yearning for larger, nicer homes**. We have hundreds and hundreds of what I would consider "starter homes". **Where are those starter home owners to go when they grow their family, increase their income, want to buy a larger/nicer home AND stay in Lake Stevens?** There a VERY few options out there and the need is there! Look at the larger home building development on Walker Hill Road built a few years back. Those sold out at an extremely fast pace and 2 have resold in the $600K range. Then there are the $750k+ homes being built on 92 that have all sold before construction has finished. There is a market and a need for nice homes in our area! Let's stop being the "cheap" slapped up home mecca of Snohomish County. We have enough of those around already!

- Look at your town's demographics
- Realize that you are losing an opportunity to attract larger wage earners to your city
- Know that as you build cheap, small homes you are going decease Lake Steven's desirability
- Crime will increase
- Schools will be even more overcrowded, reducing student testing and create staff turnover at a higher level, again, making Lake Stevens LESS desirable each year

I won't even get into the traffic situation other than to say I now have to leave my house at 5:15am to have a 45 minute to commute to Bellevue. If I leave at 7:00am, I do not get into Bellevue until 9:00. This certainly is not going to help the traffic situation.

Sincerely,

Jennifer Fountain

From: Jeremy & Dixie Tack
To: Melissa Place
Subject: Hearing
Date: Tuesday, April 4, 2017 11:22:48 AM

A friend in my neighborhood passed along a flier about Thursday's public hearing.

I have been a resident of Lake Stevens for five years and am interested in the direction of our community.

While I would want to attend the hearing, Ive injured my leg and would be unlikely to attend. Is there a distribution list I could get on to receive minutes and notices of upcoming events, meetings, and hearings?

Jeremy C. Tack
tackjc@gmail.com
817-874-4865
(Sent from my mobile)

From: Jesidarboe
To: Melissa Place
Subject: L16-1 Nourse Property
Date: Thursday, March 30, 2017 10:37:14 PM

Hi Melissa,
I would like to be added as a party of record. My concerns about this project is that these houses are being built on such small lot sizes (3400 sq feet) that multiple families are going to be squeezed in a small area. The road access to this property include small county windy roads, highway 92 will be even more backed up and back roads will be crowded. A new round-a-bout and stop lights will most likely need to be installed. It will also be unsafe for lots of traffic on these windy roads. Steven creek elementary isn't even finished being built yet and that school will already be full. If the lot sizes were to double in size that would be way better for the community as a whole. With half the homes as proposed it won't put as much stress on the neighboring homes and properties. The new laws should be taken into account, taking away the wetlands from the native animals is not right. We are already seeing bunnies, cougars, coyotes, and deer roaming the streets/centennial trail where are they going to go once these house are built?

As a current resident of lake stevens I can say this construction plan if executed will change our community for the worse. Our kids will be deprived of reasonable class sizes for optimal education, our commute times will increase, pollution will be more condensed in this area, homes taken away from the native animals and the back roads will be overcrowded and less safe.

I hope the decision maker will listen to the community's concerns and make a decision that will benefit the community as a whole.

Thanks!
Jessica Darboe
425 829 2101
12704 35th PL NE
Lake Stevens, WA
98258
Sent from my iPhone

From: Jill Russell
To: Melissa Place
Subject: Opposition to new Building Permits
Date: Friday, April 7, 2017 6:22:41 PM

Good evening,

I'm writing to advise you of my extreme opposition to the proposed building located at/between

Callow Road, Highway 92, 29th Street, Melia Heights & Shirewood neighborhoods (70.42 acres).

The few obvious reasons I oppose it are listed below:

• Minimum of 500 extra cars driving already narrow country streets (Callow Road, Oak Road, 30th Street, 113th Street)
• There is no commercial or bus service for new residents
• Open-air condos packed between residential housing lots
• Minimal green space and wetlands for native animals
• This development is using 10 year old ordinances
& out of date environmental protections
• Building at a rate our already overcrowded schools cannot keep up with

Our town, roads and infrastructure cannot withstand this ridiculous amount of growth. Our town is meant to still have the small town feel. Not be the next Lynnwood. I grew up in Lynnwood/Mukilteo. It was so much like Lake Stevens was 8 years ago. I relocated here and bought an older house with character and history (not some cookie cutter home) because it reminded me of what I used to have. Unfortunately, it's looking more and more like Lynnwood (and that's not a good thing). Traffic is already horrible. Adding more people is only making this worse. The true character and value of this town are quickly being lost. It's disheartening and sad to watch.

I ask that you please reconsider approving this building. We simply cannot handle this thoughtless rubber stamping of more homes. Let's keep Lake Stevens how it is. Small, humble and safe. The bigger the population the bigger the crime, traffic and overall nightmare for the citizens that truly care about this town.

I appreciate your time and strongly urge you to reconsider this. Thank you.

Concerned Lake Stevens Resident,
Jill Russell

From: Jim Clark
To: Melissa Place
Subject: Opposition to L116-1 Nourse property
Date: Friday, March 31, 2017 7:38:42 PM

Melissa,

I would like to register my opposition to the development plan of 288 condos off Callow / route 92 at this time.

- It seems to me that Lake Stevens has been approving large scale developments like this one and the new one by Catherine Creek without being fully ready for the increased impacts that result.

- Our schools are already over capacity and this will not help. I have a daughter at Cavelero and a son at North Lake Middle School and for years they have been in large classes (sometimes in portables) with a high teacher to student ratio. The hundreds of additional children this project will bring to the LS school district will negatively impact the current learning of all current LSSD students.

- Unless additional lights or a rotary will be added on rt 92 at Callow Road, that will become a much more dangerous intersection. It also looks like an additional access road from Rt 92 into the Phase IV development may be created adding another dangerous intersection. Any driver heading west on 92 and taking a left on Callow is already at high risk of being rear ended and more traffic will not help this.

- The upcoming construction of LS High School will coincide with development of this parcel creating a multi-year long impact of noise, dust, and a steady stream of construction vehicles. None of this increases the safety of our children.

I would propose this development by shelved for at least a few more years until the LS High School renovations are completed and additional infrastructure improvements completed. Anyone traveling down route 204 in the mornings already knows what gridlock feels like and this development will make it incrementally worse. The LS mayor recently indicated that improvements to the trestle may be 10 years into the future.

This land is not going away and rushing to develop it because the current real estate market is favorable for the developer is not in Lake Stevens current best interest. I understand that this land will eventually be developed but doing it when Lake Stevens is ready for the additional impacts is the wise choice that I hope the city understands and will choose to do.

Regards,
Jim Clark
3493 111th Drive NE
Lake Stevens, WA 98258-8156
(425) 609-3660

From: joanhuman@comcast.net
To: John Spencer; Melissa Place; Russell Wright; Gary Petershagen; Todd Welch; Kathy Holder; Rauchel McDaniel; Kim Daughtry; Kurt Hilt; Marcus Tageant
Subject: The Nourse Development
Date: Friday, April 14, 2017 4:50:34 PM

Good afternoon,

I am writing to express my concerns about the high density Nourse development.

The impact it will have to our community will bring lasting detrimental after-effects that will be a strain on the already tax burdened Lake Stevens community.

Our infrastructure was never meant to handle the population that we now have in Lake Stevens and it takes taxpayer money to make the necessary improvements.
The proposed traffic solution for highway 92 is laughable. There needs to be some sort of realistic traffic control (paid for by the developers) to alleviate the impact of the hundreds of car this development will add to our ever increasing congested roads.

As our community continues to grow, our schools are becoming increasingly overcrowded. A new elementary school is being built to alleviate some of the current overcrowding. However, this is not enough of a solution and does not address capacity in our secondary schools or future growth. The number students this project will bring into the district will further strain the already overcrowded buildings and the meager mitigation fees , after being divvied up, will be only a drop in the bucket toward the impact this development will inflict. The development company will put up the houses, pocket their money, and happily leave the community to deal with the burden by this high density development. Without a commercial and industrial tax base, the financial load falls on the backs of the already overtaxed citizens of Lake Stevens.

The reason the developer wants to build under the previous codes is because they can pack in more houses to increase their profits, but the codes were changed for a reason. Unbridled building has lasting consequences. Please consider the reasoning for the new codes when negotiating with the developer.

You are our elected officials and we look to you to protect our town from those that do not have our best interests in mind.

Thank you for your time,

Joan Human

From: Joe Strachila
To: Melissa Place
Subject: Nourse Phase 3 Questions
Date: Friday, April 7, 2017 8:08:05 AM
Attachments: image002.png
phase 3.pdf

Hi Melissa,

I own and live at 2832 107th Ave NE and attended the meeting about the new 288 home development on April 6th 2017. I have some questions regarding the phase 3 development, specifically plats #29-38 on the attached drawing:

1. These plats are shown to have driveways on 107th Ave NE. Are there plans to improve 107th Ave NE to allow for these additional home?
2. At the meeting, it was said that each home would have a 2 car garage and 2 driveway spots, PLUS street parking. Will 107th Ave NE be widened to allow for street parking? I do not believe street parking will be possible on this road which really is a shame because every single other new home to be developed will be on a new street which will allow for street parking. What plans are in place allow for additional parking for these 10 new houses on 107th Ave NE?

Overall, I'm OK with this new development because most of it is contained within new roads and currently undeveloped areas. I see plats #29-38 being an issue because they are the only homes to have driveways on an existing street.

Looking forward to your response.

Best regards,

Joe Strachila
Engineering
Cell 206-255-7414
Office 206-352-8000
CASE M&I RO

From: Johanna L Wiese
To: Melissa Place
Subject: Lake Stevens Public Hearing- 4/6/17
Date: Thursday, April 6, 2017 6:57:43 AM
Attachments: datauri-file.png

Callow Road / Highway 92 / 29th Street

Ms. Melissa Place:

As a homeowner in the neighborhood of Lake Stevens, I would like to voice my dissenting opinion regarding the building of 288 condos.

With so many residential neighborhoods already planned, the area cannot sustain the increased amount of traffic. For example, on workday mornings, it can take 30 minutes to cross the trestle to get to I-5. Already, there are problems with neighborhood traffic, especially at the times when children are waiting for the school bus. Drivers ignore the speed limit, and it is only a matter of time before a child gets hurt. That percentage rises with every new development you plan.

The schools are already overcrowded; 288 more families will add at least another 500 students. That doesn't include all the children who will live in the already planned residential housing. Class sizes will increase to the point that students will not get a quality education, and the school district will not have enough funds for those students who have special needs.

The idea of destroying more wetlands and green space, driving away the native wildlife, is not well-thought out.

What is your plan for:

1. School over-crowding? How many new schools do you have the funding for to build to accommodate all the students? Is there funding for more school buses and drivers?

2. Lack of bus service? Has an arrangement been made with local transit authorities to provide bus transportation both in and out of Lake Stevens?

3. Have you given any thought as to the impact on putting condos in residential neighborhoods? Property values go down, there is overcrowding.

4. Out of date environmental protections and 10 year old ordinances? What is the plan to update them, how much will it cost, and who is paying for it?

5. Narrow country streets? Are you planning to widen all of them? How much will it cost, and who is paying for it? Or are you hitting homeowners up for street widening to put in new condos that they don't even want?

6. The families of Lake Stevens need things other than condos - we need more parks (dog parks included). We need more businesses, such as restaurants, so we can keep our dollars **IN** Lake Stevens. Are either of these things on your planning list? Consider asking places like Shari's, Denny's, Olive Garden, to build here.

I hope I will get a reply to these questions. I am unable to

attend the hearing due to work constraints.

Please note that I am voting **NO** to building new condos.

Sincerely,
Johanna L Wiese
8919 12th Pl SE
Lake Stevens, WA 98258

Johanna L Wiese



From: Josh & Melissa Hughes
To: Melissa Place
Subject: Oops, let"s try this again
Date: Thursday, March 30, 2017 8:04:03 PM

Hi Ms. Place,

I apologize, my phone and auto correct.

If I email my concerns to you regarding the L116-1 Nourse Property, will it be heard or do I have to show up to the city meeting?

My husband and I tried to find property to build on for 2 years here in lake Stevens but couldnt, because of all the new wet land laws, rules and zoning laws, etc... So we bought a house in Melia Heights. How is it a builder can come in and use ordinances from 10 years ago, but for an ordinary family, it's nearly impossible. That's not right. The builders should have to go through the process all over again, not being allowed to use oroldinances from 10 years ago... Also, our schools are over crowded as it is. And let's not start on the small- over crowded roads, and ridiculous traffic. My husband and I vote NO to the new construction plans.

Thanks,
Josh and Melissa Hughes

From: Judi Cowper
To: Melissa Place
Subject: Nourse Development
Date: Wednesday, April 5, 2017 6:48:15 PM

Melissa,
I have several concerns about this development.
I have lived on the corner of Oak and Callow for over 40 years and there are many issues that have not been addressed as yet.

The drawings show "Creek Road" which is on some county maps, both aerial and surface, but the "road" is actually a creek and salmon spawn behind my house in the fall.
The creek begins on the above mentioned property and flows to the lake. Various "improvements" by the county and more recently the city have inhibited the salmon but a few brave souls still make it up stream. I would like to know what concessions have been made by the developers to let this continue.

Oak Road is dangerous in any kind of snow or ice and is closed several time a year due to driving dangers. The mail is not delivered and the buses go around. 288 houses will need to find alternative routes. Will there be enough entrances for this?

When the development up the hill was built the developer had to purchase a strip along the west side of my property for line of sight. However the hump in the road was not removed enough to see down Callow road and after the stop sign you still need to pull into the intersection to see traffic.

I will be at the meeting tomorrow night and hope these concerns will be addressed at the time.

Judi Cowper
10324 Oak Road
theflamingo40@gmail.com

From: Karen Stalkfleet
To: Melissa Place
Subject: Callow Road / Highway 92 / 29th Street
Date: Wednesday, April 5, 2017 6:19:23 AM

Hello,

As I am unable to attend the meeting being held on Thursday April 6th at 5 PM I would like to voice my opinion on the matter of 288+ condos being built in Lake Stevens here.

I have lived in Lake Stevens for almost a year now and I feel that other things in our city need to grow first. Last I heard we were unable to get enough votes for a new public library, I would say things like this need to be dealt with first before we start planning on bringing 288+ families in.

A growth of this magnitude could negatively effect a lot of areas, most importantly education and potentially flooding schools with loads of new students as well as transportation, adding that many more people on our already jam-packed roads.

If we're putting it to a vote, I vote NO a thousand times over. If I am to voice my concern with only you then I urge you to vote NO. I want Lake Stevens to thrive and I feel this is a huge step in the wrong direction.

Thank you for your time.

Sincerely,
Karen Stalkfleet
karenstalkfleet@gmail.com

From: Kashia Loth
To: Melissa Place
Subject: L-116 Nourse Property Development - NO THANK YOU
Date: Friday, April 7, 2017 6:06:11 PM

If this is true and not a rumor, I am very much opposed to the building of 288 condos! I moved to LS years ago because it was a nice quiet community. Its already rapidly changing, that that will make it worse.

If we can vote - I vote NO!

Kashia Loth
Independent Sales Director
Pampered Chef
425-359-4078
www.pamperedchef.biz/kashia

From: Kendall Kreft
To: Melissa Place
Subject: Nourse Site Plan & Right-of-Way Vacation
Date: Wednesday, April 5, 2017 4:35:59 PM

As a Lake Stevens resident and daily user of Hwy. 92, I would like to know more details regarding projects LUA2017-0042 and LUA2017-0043. I am very concerned that this development is proceeding based upon outdated assessments/evaluations that are over 10 years old.

I have been unable to find additional details regarding the current project at the City web-site.

Given the current over crowding at all Lake Stevens schools and the inadequacy of the arterials which connect to the main highways (i.e. the mess at Hwy. 204, 20th Street, and Hwy. 2), adding this number of residents seems short sighted.

What specific plans does the developer have to offset the increase in traffic? What fees will be assessed to contribute to the needed increases in school capacities?

Respectfully yours,

Kendall Kreft
3001 147th Ave NE
Lake Stevens, WA 98258

From: kendra dallon
To: Melissa Place
Subject: Fwd: Nourse Development concerns
Date: Thursday, April 6, 2017 6:15:36 AM

Sent from my iPhone

Begin forwarded message:

From: kendra dallon <kendradallon@yahoo.com>
Date: April 5, 2017 at 5:48:05 PM EDT
To: "mplace@lkstevenswa.gov" <mplace@lkstevenswa.gov>,
"rwright@lakestevenswa.gov" <rwright@lakestevenswa.gov>,
"jspencer@lakestevenswa.gov" <jspencer@lakestevenswa.gov>,
"gpetershagen@lakestevenswa.gov" <gpetershagen@lakestevenswa.gov>,
"twelch@lakestevenswa.gov" <twelch@lakestevenswa.gov>,
"kholder@lakestevenswa.gov" <kholder@lakestevenswa.gov>,
"rmcdaniel@lakestevenswa.gov" <rmcdaniel@lakestevenswa.gov>,
"kdaughtry@lakestevenswa.gov" <kdaughtry@lakestevenswa.gov>,
"khilt@lakestevenswa.gov" <khilt@lakestevenswa.gov>,
"mtageant@lakestevenswa.gov" <mtageant@lakestevenswa.gov>
Subject: Nourse Development concerns
Reply-To: kendra dallon <kendradallon@yahoo.com>

Hello,

My name is Kendra Mackintosh. I live within the 300ft buffer of the Nourse Development plan. I am very concerned about the zoning for condo homes and how many units will be in this small area, crammed in between our neighborhoods, schools and country roads. Lot sizes in the surrounding area are around 7,000 - 9,000 sq. ft. Cramming in tiny lots on our already busy country roads will be a huge problem for us. The road, 30th, outside our cul-de-sac is not equipped for this kind of traffic and will be dangerous for our little children walking to school, not to mention Oak road and Callow road. Our already busting at the seams Highland Elementary will be greatly affected by this development. As discussed in the Everett Herald, Lake Stevens Kindergarten needs are struggling to be met, not to mention the other elementary grades. This development was not on the school district's radar when they recently realigned boundaries and started construction on a new school. Our schools are ridiculously over-full and a development of this size would add hundreds of students. Another concern is that the developer doesn't abide by today's ordinances, fees, etc. but by the out dated ones from over a decade ago.

This is not the right plan for our little neighborhood and needs to be re-evaluated. Impact on our schools, country roads, environmental needs, these all must be re-evaluated. I am not against development, just hoping this project can reflect the neighbourhoods and community surrounding it, single family homes with property. How about a community park, something Lake Stevens does not have near enough of. Please protect north Lake Stevens and make sure everything is being done properly. We moved here because it was different from Lynnwood. Don't let our beautiful town be turned into an over-run, unwisely planned sprawl. This town has the potential to be developed with great care and thought, preserving the natural beauty and family friendly atmosphere everyone moves here for. I would like to be a party of record on this development, please. I will not be able to attend the meeting this week, it is spring break and we will not be here. Please know that there are concerned community members who are not happy with the plans for this development. Thank you.

Kendra Mackintosh
425-686-0756
10819 29th St NE, Lake Stevens WA 98258

From: Kimberly Fischlin
To: Melissa Place
Cc: Mike Fischlin
Subject: RE: Notice of Land Use Application between Melia Heights & Shirewood neighborhood
Date: Thursday, March 30, 2017 3:36:48 PM

Dear Miss Place,

I am writing to you on behalf of myself and my husband, Mike Fischlin, who live in the Shirewood housing community. We were recently made aware of the cities approval of a 288-unit single-family condominium site proposal to the east of Callow Rad and south of SR-92. This is right by Shirewood and Melia Heights. Both my husband and I are in strong opposition to this plan as it would cause extreme overcrowding in our already over crowded school system, would potentially add an additional 500 extra cars to our increasingly busy streets, will presumably lower our property value and ability to sell due to the overcrowding, and because condos are typically priced for lower-income families to be able to buy, crime in the area would undoubtedly increase. My husband purchased our home in 2008 with plans to retire here and to send our kids to Highland Elementary. Should this building site commence, we will strongly be considering our options to sell and move out of Lake Stevens altogether. My husband works in Seattle, I am a stay-at home mom, and our families live in Whatcom County so we have no strong attachment to the city of Lake Stevens, other than at the time that we decided to live here, it afforded us a nice home in a safe community with good schools. The constant building of homes in Lake Stevens with little regard for commerce is making Lake Stevens increasingly more and more unappealing to us (and presumably to others) and we urge the city to reconsider this proposal in consideration of the residence who are already here and wish to keep our communities and schools small and manageable. I urge somebody from the city planning department to take a moment to drive by Highland Elementary School at 9am on any given school day. It is a complete zoo already and adding additional traffic to the area only adds to the congestion and makes it more dangerous for families dropping off their kids in the morning on that very narrow street (especially when there are cars parked on both sides of the street during school drop-off & pick-up times).

Either my husband or myself are planning to be present at the public hearing on Thursday, April 6th to make sure that our voices are heard among other concerned community members.

We appreciate your time to listen to our concerns and your consideration in this matter.

Best regards,
Kim Fischlin

From: Lawrence Garcia
To: Melissa Place; Stephanie Garcia
Subject: L116-1 Nourse Property Construction Plans
Date: Friday, March 31, 2017 8:44:31 AM

Hello Melissa, we understand that there is a proposal to build 280 plus condos between Callow Road, Hwy 92, 29th Street, Melia Heights and Shirewood neighborhoods. As concerned residents and homeowners we strongly oppose such approval as this will have a significant and negative impact on our community, schools and neighborhoods. Below are some of the primary reasons we oppose and are asking that you please help us from turning our beautiful and quiet neighborhood into an overcrowded and congested nightmare.

- Removing and destroying the green space for wetlands and for native animals, we enjoy our annual visits from deer, fox and other creatures.

- Diminished Property Values by cramming condos into Single Family neighborhoods

- Increased Traffic in already narrow county and city streets.

- Construction that will bring noise, odors and other nuisances.

- Parking from the High School students is already atrocious this proposal would add to the already overcrowded streets and schools

Unfortunately we will not be able to attend the public hearing on Thursday April 6th as it is spring break and will be out of town, but we wanted to make sure our voice was heard loud and clear. Please say NO to this proposal and reconsider new ordinances and environmental protections.

Sincerely

Lawrence and Stephanie Garcia

11167 31st ST NE

Lake Stevens WA

From: Lea Zengage
To: Melissa Place
Subject: Fwd: Delivery Status Notification (Failure)
Date: Friday, March 31, 2017 12:11:48 PM

I have lived in my home, off of Highhway 92 since 1976 and the growth in our area is overwheming. If it doesn't stop soon, we will no longer be that comfortable, liveable community we've loved.

Please add my name to the many who reject the idea of adding more condos as described in the attached flyer.

Thanks
Lea Zengage

From: Leiana Parr
To: Melissa Place
Subject: NO CONDOS!
Date: Friday, April 7, 2017 8:45:03 PM

Dear Melissa,

As a 20 year resident of the Lake Stevens Community I am outraged and heartbroken that a proposal for condominiums is being undertaken near the Callow Road and Highway 92 interchange. The ecological footprint that this city has made upon itself is just downright disgusting already. Why do you think that the Bald Eagles stopped nesting off of Lundeen Parkway? Or do you not know that is where they used to nest annually?

The wooded area that has been left vacant along the proposed condo site is one of the last places that wildlife have to take refuge in this city! I have seen almost every native songbird species, hawks, ravens, Bald eagles, owls, deer, bobcat, coyotes,as well as cougar choose this vacant land as their homestead. We already have enough homeless people and now we want to add more animals to that list too?

That brings me to another point-I doubt this "plan" is going to be affordable housing for any of the thousands of homeless people in Snohomish County either! The average apartment in this town already costs 1,000 dollars a month or more and in most cases more.

This town was not designed in general to house, feed, or allow for traffic of a population of over 12,000 people. I don't know what anyone was thinking by adding more residents when the traffic is already nightmarish at best, there are only two major grocery chains, and not enough schools for the children in LSDS as it is already!

From: Leigh Ann Aylesworth
To: Melissa Place
Subject: Meeting
Date: Thursday, April 13, 2017 9:13:08 PM

Didn't sign in at the meeting, but want to be a part of any further meetings regarding the development going in off of Callow road.

Leigh Ann Aylesworth

Sent from my iPhone

From:	Lisa Brittain
To:	Melissa Place; Russell Wright; John Spencer; gpershagen@lakestevenswa.gov; Todd Welch; Kathy Holder; Marcus Tageant; Rauchel McDaniel; Kim Daughtry; Kurt Hilt
Subject:	Notice of Land use Applications & Public Meeting on project name NOURSE
Date:	Friday, March 31, 2017 8:26:15 PM

Dear City Planner and City Council members,

I am writing to you in regards to the planned development under the project name: Nourse Binding Site Plan and Right of Way Vacation.

I was told of this planned development by a friend and then received a postcard in the mail within the last 3 days. I live in the Shirewood neighborhood with my home backing up to a native growth area.

We bought our home 3 summers ago and one of the top reasons we bought our home was/is the backyard and the fact that it backs up to a native growth and can't be developed on. The fall after our home purchase was a bit disappointing as the high school changed their parking on the street around the front and side of the school which eliminated NUMEROUS parking spots around the school and reserved that area for drop off and pick up. This caused high school students to find other areas to park for free. They came to my neighborhood. The traffic (and music noise) begins around 7 a.m. lasts for about a half hour and then happens again around 2 p.m. and kids hanging out at their cars and in the middle of our neighborhood streets continues for 15-20 minutes. These are minor nuisances. However, students have been found smoking pot in their cars and having relations as well. However, I digress. I have developed a strong relationship with Office Carter and he has been quite helpful in addressing multiple issues that we have had/continue to have.

In regards to the Nourse proposal, it seems it will not make the road traffic of my area any better, but MUCH, MUCH worse. I just drove Lundeen Parkway to Callow Road to Oak Road today so I would be familiar with the area in question. Question #1: are there plans in regards to Callow and Oak to help accommodate the additional traffic that 288 plus condos will bring? The width of the roads are significantly less than many others in the neighboring areas. Add on to Question #1: was a traffic impact study done? If so, when? I think we can agree that the traffic TODAY has changed quite significantly since 2006/2007. To put 288 plus condos in that area and NOT address the change in traffic seems quite irresponsible and a bit foolish. Question #2: the environmental review was issued on October 18, 2006. Will a new review be conducted as this one is over 10 years old? If not, how is that acceptable? If I were to attempt to pay my 2007 property taxes in 2017, the amount would fall short. Things have CHANGED since then. Question #3: what is the city of Lake Stevens "big picture plan" regarding housing developments? A new elementary school is slated to open September, 2018 to accommodate the EXISTING number of students in our district. It seems that 288 plus condos could potentially bring anywhere up to 300-400 plus new students to our schools.

Question #4: how does the CITY plan to help the SCHOOL DISTRICT with that situation? I repeat question #3: WHAT is the city of Lake Stevens' "big picture plan"?

To be clear, and put it in no uncertain terms, I am OPPOSED to this development.

To echo what a neighbor and I were talking about: Lake Stevens seems to be constantly and consistently building new homes YET multiple businesses are going away (Sports Authority, Albertson's followed by County Market, the Mexican restaurant that was in Frontier Village, Baskin Robbins, Rainy Day Café, and a variety of others). Another neighbor wondered aloud as to why the Nourse development is to be condos and not homes similar to the ones that surround the area?

I do plan to be at the meeting on Thursday the 6th, I have altered our spring break plans so I can be there and have a voice to let you know that this isn't a development I support. It's not what is best for the neighborhood, the school district, the city, the surrounding roads and more. Question #5: HAS this decision been thought through?

Sincerely,
Lisa Brittain
Homeowner in Shirewood neighborhood

From: lisa.flinn@comcast.net
To: Melissa Place
Subject: condos--NO
Date: Friday, April 7, 2017 10:35:33 AM

Growing concern for our great city, not more growth!!
It's amazing what has happened to the quaint town that Lake Stevens used to be. Some good and some not so good. Growth is great but if we can't keep up with road maintenance, mainly the trestle and downed street lights, over crowding in our schools, having sidewalks for families to enjoy our great city and the lake. How can we manage more people, traffic congestion and the like?
The basics need to be addressed first before adding to the problems. The hwy 9/204 intersection is a nightmare that needs help. There is already more building happening prior to deciding how people will get in & out of the new area by Wendy's. It's difficult already to get through that area. What about all the vacant building? What about someplace for the youth? Troubles waiting to happen...
The schools are ready to bust even with the new school set to open. The problems are moving toward the middle and high school...what will be done there and when? Thoughts are addressing the immediate not looking toward the future. This applies to all areas of concern.
Please don't allow a dense condo unit to take away from what we hope everyone wants Lake Stevens to be- A family community that has more to offer than crowded roads and schools!!

Thank you. A concerned citizen of Lake Stevens.
Lisa Flinn

From: Lorraine Pedersen
To: Melissa Place; Stacie Pratschner
Cc: John Spencer
Subject: Condominium Project on Oak and Callow Roads
Date: Saturday, April 1, 2017 8:26:33 PM

Dear Ms. Place:

I am trying to find information about the meeting that will be held on Thursday, April 6, at 5 pm about this project. I can find NOTHING in the Lake Stevens Ledger or the City of Lake Stevens website about this meeting. Why is it not being advertised beyond the signs posted on the property?

Lorraine Pedersen
Lake Stevens, WA
ridgebacksrule@mindspring.com

From: Russell Wright
To: Melissa Place; Beth Braun
Subject: FW: Callow Road Development
Date: Monday, April 17, 2017 9:55:43 AM

FYI

From: Kurt Hilt
Sent: Friday, April 14, 2017 8:36 AM
To: Gene Brazel <gbrazel@lakestevenswa.gov>
Subject: Fwd: Callow Road Development

Sent from my iPhone

Begin forwarded message:

From: Mary Fox <iu.fox@comcast.net>
Date: April 14, 2017 at 7:39:50 AM PDT
To: khilt@lakestevenswa.gov
Subject: Callow Road Development

Dear Council Member Hilt,
While property owners have a right to develop their land, I am against the size and number of houses planned for the Nourse Development on Callow Road. It is only right that the developers comply with the current codes and environmental impact codes required for current land use. Also the Developer MUST pay CURRENT mitigation fees to the various agencies, not the fees that were set in place 10 years ago. This development will greatly impact our schools, probably overcrowding the new one under construction before it even opens. Then what go to the property owners for increases in taxes for more room at the schools? This is not right! Highland elementary is already filled to capacity…where will all these new children go?

Our sewer bill continues to increase on a yearly basis because in part for a new storage facility. Will our sewer district be able to handle the increase, or will we need to build more storage capacity at the cost increases to all of us?

Traffic alone will become a nightmare. Can you even imagine another 288 cars..at least, driving the narrow “country roads” along the development…and try getting in and off of Highway 92! A turn lane will not be sufficient..not to mention the trestle!

I would like to become a “party of record” regarding this development.
Thank you for your time,
Mary Fox
3320 114th Drive NE
Lake Stevens, WA

From: Russell Wright
To: Melissa Place
Cc: Beth Braun
Subject: FW: Norse Development
Date: Friday, April 14, 2017 7:32:13 AM

See new comments.

REW

From: Mary Fox [mailto:iu.fox@comcast.net]
Sent: Friday, April 14, 2017 7:30 AM
To: Russell Wright <rwright@lakestevenswa.gov>
Subject: Norse Development

Dear Mr. Wright,
While property owners have a right to develop their land, I am against the size and number of houses planned for the Nourse Development on Callow Road. It is only right that the developers comply with the current codes and environmental impact codes required for current land use. Also the Developer MUST pay CURRENT mitigation fees to the various agencies, not the fees that were set in place 10 years ago. This development will greatly impact our schools, probably overcrowding the new one under construction before it even opens. Then what go to the property owners for increases in taxes for more room at the schools? This is not right! Highland elementary is already filled to capacity…where will all these new children go?

Our sewer bill continues to increase on a yearly basis because in part for a new storage facility. Will our sewer district be able to handle the increase, or will we need to build more storage capacity at the cost increases to all of us?

Traffic alone will become a nightmare. Can you even imagine another 288 cars..at least, driving the narrow "country roads" along the development…and try getting in and off of Highway 92! A turn lane will not be sufficient..not to mention the trestle!

I would like to become a "party of record" regarding this development.
Thank you for your time,
Mary Fox
3320 114th Drive NE
Lake Stevens, WA

From: Melissa.george
To: Melissa Place
Subject: Callow road condos
Date: Friday, March 31, 2017 11:18:36 AM

Dear Melissa,
I am writing regarding the proposed condos near Callow Road in lake Stevens. This area is already congested and does not have room for more people. The trestle is a nightmare every morning and I witness road rage on a daily basis. Please consider declining approval for this condo project.
Melissa George

Sent from my iPhone

From: Nadia N
To: Melissa Place
Date: Monday, April 3, 2017 9:19:13 PM

Hello Melisa,
Just wanted to let you know about my opinions and concerns about building 288 plus condos between Callow Rd, HW 92, 29th Street.
There are so many land developments are going on around Lake Stevens, but nothing has been done for roads and traffic congestion in this area.
We are spending so much time in traffic to commute to and from work every day.
What are we going to do in the near future, if all those land developments will be completed?
Therefore, I say "No" to building more condos in the indicated above area.
Sincerely,
Anna

From: Mick Monken
To: Nancy Farmer
Cc: Cory Nau; Melissa Place; Eric Durpos
Subject: RE: traffic
Date: Thursday, May 4, 2017 10:51:01 AM
Attachments: 201609 - Cedar Road - VOL.pdf

Good morning Nancy,

Norse Development main access will be along Callow Roadway for all but 14 homes. The 14 homes of this development will access off Oak. These two access point of this development will have a direct connection to the High School along Oak/30th so this is not expected to generate school trips on Cedar. Regarding non-school related trips, it is possible that some trips from the 14 homes on Oak may generate trips along Cedar but this is not expected to be significant. The majority that will be accessing onto Callow Road have direct routes to arterials on both ends (Lundeen & SR 92) and would be less likely to have a notifiable impact on trips on Cedar.

FYI – attached is a mechanical traffic count performed by the City last September for Cedar Road. Your AM trips count are nearly spot on what was observed last September over a 45 minute period. As for a lot of trips, it is not unusual that about 10% of the total daily trips will occur during the morning and evening peak hour. Add in a school and this can increase significantly higher. The count you had would be considered about what would be expected for a road with a total daily trips are around 2,500.

Today is my last day at the City so if you have further questions regarding traffic please contact Cory Nau. Cory is the Senior Engineer with the City.

Regarding the land use requirement on Spacing, I am referring this to the development planner to respond. This is Melissa Place. She is out until next week.

Mick

From: Nancy Farmer [mailto:gardenmom2002@msn.com]
Sent: Thursday, May 04, 2017 9:00 AM
To: Mick Monken <mmonken@lakestevenswa.gov>
Subject: traffic

Dear Mr Monken,
I recently did a "traffic study" by counting the number of cars that go past my house at 2721 Cedar Road during peak travel time in the morning. On Wednesday April 26, 2017 from 6:55 to 7:35 I counted 226 cars. After the tardy bell rings at the high school at 7:35 the number of cars drops significantly. From 7:35 to 8:18 I counted 50 cars going past. The bus for Highland Elementary comes around 8:18.

Two hundred and twenty-six cars in a 40 minute period is a lot! Granted, most of the cars are going toward the high school, but it seemed that some of them would drop kids off and come back.

I wonder what will happen when the 288 homes go in at the Nourse development. I am dreading the outcome. I feel the city council is not requiring the developer to make enough space between homes.

Also, it was a little difficult to find your email address. I had to right click and copy and paste. Maybe that could be fixed!

Sincerely,
Nancy Farmer

From: Naomi
To: Melissa Place
Subject: Condo Development
Date: Thursday, March 30, 2017 5:13:40 PM

Please do not allow the building of 288 condos to be built between Callow Road, Hwy 92, 29th Street etc. This particular development will cause a huge burden of traffic in the already congested high school and Highland school areas. The streets are too narrow and are without adequate side walks and traffic signals to protect the children who are walking to school as it is.

Thank you.

Naomi Alderson
11241 31st PL NE
Lake Stevens

Sent from my iPhone

From: Monica Fernandez
To: Melissa Place
Subject: Negative Impact from Proposed Condos
Date: Wednesday, April 12, 2017 6:57:52 PM

Hi Melissa,

We would like to contribute to the neighborhood concern that has been recently brought up for the condos that are proposed at Callow Road and Highway 92. One of the reasons why we decided to move to Lake Stevens and more specifically to Shirewood neighborhood is due to the fact that we have a green community, quiet, yet fun place for families to raise children. We have three small children and are planning to continue raising them here. We would be really disappointed to see condo construction taking place of that magnitude in our immediate surrounding. Please make sure others are aware of the impact this will have in the long term should this change occur.

Sincerely,
Nelson & Monica Fernandez

From: Pat Kelly
To: Melissa Place
Subject: 288 condos on Callow Road
Date: Friday, April 7, 2017 12:57:56 PM

To Whom It may concern,

I have lived in the Lake Stevens area the last 16 years. I have seen the growth of the area. I don't think 288 condos is a great fit for the Callow and Oak road area. It is not a good fit for the 101st ave and 30th Street Ne area either. Since the development of Whispering Meadows at the end of 102nd Ave. No road improvements have been made to the surrounding roads. Turning 101st Ave into a one way road north of Lundeen Park was not a good fit for my old neighborhood. It increased traffic flow and created a one way into homes in that area up to 30th Street. It did help with the afternoon high school teenager traffic. I'm sure those children are using Oak to Callow Rd now. Callow Rd and Oak Rd need some much needed improvements. Before some condo complexes are built in the area. The Callow Rd to HWY 92 interchange also needs to be improved . I use this intersection a lot to get to my new residence. It is tough to get onto eastbound Hwy 92 from there. I don't know if another round about or light is also needed there. There are already a lot of people using Lundeen Parkway and Hwy 92 to get home. The south end of Callow has a round about which has a very small entrance from the Callow Rd side. Oak and Callow RD could also use some Street lights to light up the narrow road ways.

Getting to the trestle has been an on going problem. We are adding about 572 more cars and people minimum to figure out how they are going to get to work. That's if there are 2 people minimum that are living together. For the last 16 years I have been changing my route to work. Due to the amount growth in the area. The last few summers I've seen Lundeen Park almost to it capacity at the beach area. I would like it if our Governing leaders would look at the living conditions of the current people of Lake Stevens. Before adding more revenue and people to the area. We all came here because of this beautiful area and body of water. Lets not let growth ruin it. Thank you for taking time to read my concerns.

Thank you
Your Lake Stevens Neighbor

From: Rick Mackintosh
To: Melissa Place
Subject: Nourse Land Development L116-1 project
Date: Thursday, April 6, 2017 6:18:08 AM

My apologies for having to resend this to you. I received an undeliverable message on the previous 2 attempts.

To Whom it may concern,

Thank you for taking the time to read my letter. I am a very concerned home owner living within the 300 foot "buffer zone" of the proposed L116-1 Nourse Land Development Property. There are many reasons for my concern and outreach to you, my elected representative. The least of which is the improper and seemingly insidious manner in which the communication, or lack of communication was made to me and the residents who live within this buffer zone not excluding any other resident living in and around the Highland Elementary school residential area. I received a postcard in the mail dated TODAY, 3/30/2017. 6 days prior to the ***END*** of the public comment period as currently posted. This is outrageous, and does not provide a sufficient time lapse for proper inspection, education and/or review of the proposition and it's permanent effects on our neighborhood, community and city, should it go through.

I am a reasonable individual and am not opposed development, and expansion of our beautiful Lake Stevens city. However, it is abundantly clear, that the city planning commission, city council and other individuals on the local government who are involved in this are completely unaware whether it be from lack of information because of the age of document, or due to it being withheld in order to support the speedy passing of this development on the part of the developer. It makes little difference as the result is the same.

Because of the lack of communication regarding this project I am at a disadvantage to be able to produce hard numbers prior to the April 6th public comment meeting. I work in engineering as do many of our residence in Lake Stevens and can tell you that the current plan is far too ambitious for the current state of our community infrastructure, let alone the infrastructure issues of greater Lake Stevens commuting area. 288 condos. If every unit has 2 cars that's an additional 576 cars using the same 2 access arteries to the development area. Lundeen parkway and Highway 92. This places residential roads which were never designed to be through streets as major arteries flowing into and out of this proposed development. Lake Stevens High School traffic as it is causes these residents to already be UNABLE to leave their own driveways during normal commuting times because of the excess backup of vehicles. This and the proximity to walking children who do not live within the bussing area for Highland Elementary school constitutes an inappropriate, careless and irresponsible amount of traffic on one lane streets. It also imposes undue hardships on the long standing residents who now, with CURRENT LEVELS of traffic have lost access out of or entering their homes. This also constitutes a safety for the schools should any emergency arise, it would stop the flow of emergency vehicles. These are country roads. Not designed to handle large city traffic. Now add almost 600 more cars coming and going all day. Lake Stevens is a beautiful community not a sardine

can! How will the city handle this? Street lights? More stop signs on an already grid -locked residential street system? This is Lake Stevens not Everett! We live here so as not to have to deal with big city issues like this. This is the point.

The current plan calls for 288 units to be open air condos. Single family dwellings but not zoned as single family homes. This means the residents DO NOT OWN the land or air rights, above or on their properties. There are no other structures like this on this side of the lake. There are no amenities to support something like this. This plan is so old that many proposals like this (open air condos for simplicity) have been rejected. If the developers wanted to place fewer, single family homes, zoned as such, this would make more sense and would fit into our current neighborhood and community. I do not want Condos in my backyard. Sorry. They don't fit in the community and it's a visual and social impropriety to build them there. I do not want my home devalued. You wouldn't either. The condo plot sizes are in NO WAY to be considered as equivalent to surrounding plots of current residents. Current residents live on plot sizes from 7000-9000 sq/ft. These proposed plots are half that size and DO NOT fit in the current neighborhoods of which they would be a part.

The number of proposed units is clearly TOO LARGE. This was proposed over 10 years ago when the population of this community and Lake Stevens as a whole was much smaller than it is now. Would this be approved today if it were proposed? I'm venturing an educated guess that, it would not. And rightfully so. This community has already expanded more than the 288 units since the original proposal more than 10 years ago, via other developers. That means population growth has already occurred. That means this proposal is outdated and needs serious revision.

The Director of communications for the Lake Stevens School District, Jayme Taylor, has already stated in an email dated 3/30/2017, that they were aware of the conditional use permit, but UNAWARE of movement to start development and her concern for it NOT being in their projections for school re-boundaries and already OVER FULL schools. This is an indisputable fact. I personally don't want to be kicked out of the school around the corner from our home because of a development that should never have been allowed to go forward under it's current form. I will be paying more property tax than any of the new residents and am very put out by this one overarching issue. How will this be handled?

Since the initial proposal over a decade ago, environmental laws have changed. New buffer zones from wetlands and streams are required. This proposal honors the old agreement. This is one of the last great large areas of trees in Lake Stevens. There is a family of Eagles that live there, and the stream is fish bearing. How is this going to be handled? I want a NEW Environmental impact study to be performed with the results published to the community for review. This includes cars, air pollution, and safety. These are all valid and legitimate concerns that I, my neighbors, and friends who live and work here want answers to. A 2006 Developer's Agreement has vested the project but wouldn't the city WANT to re-do the State Environmental Policy Act checklist and threshold determination, especially for traffic, utilities, and schools? It needs to be done and if it is not is highly irresponsible. A 2006 SEPA does no good when trying to evaluate project wide impacts. That is why the city should do another one. That process is called the SEPA threshold determination which comes in three layers:

1. DNS: Determination of Non-Signiificance
2. DMNS: Determination of Mitigated Non-Significance
3. EIS: Environmental Impact Statement

I trust that you will fulfill your great responsibility, and use wise judgement when considering this development. As a final note. You have scheduled the April 6th (tomorrow) meeting during PRIME Spring break time. So many people will not be able to attend. Including myself being on vacation with my family. Was this done on purpose in order to evade public comment? It certainly feels that way. This is laughable and unequivocally unacceptable. This is not a reasonable time frame and I hereby demand a new time be scheduled at LEAST for the following week. I WILL be in attendance to that meeting. I will be doing everything in my power to mobilize the community and to draw as much attention to this as I can. I request to be made a party of record to this project.

Respectfully,

Rick Mackintosh
10819 29th St NE
Lake Stevens, WA 98258
425 . 446 . 9933

From: Bob G
To: Melissa Place
Subject: Nourse Property - North Lake Stevens Condo Developement
Date: Friday, April 7, 2017 7:02:46 PM

To whom it may concern;

It is of great concern that it appears there are future plans to develop yet another already stressed region of Lake Stevens. With the local infrastructure and school systems already showing signs of over burden and no imediate remedy in sight it is unacceptable for further growth to proceed.

The hwy 2/Tressel interchange has already been over burdened by the completion of the new development of 300 new condo style homes off of 20th. The schools are seeing boundry changes driven by the increase in student to teacher ratios. Home prices have been driven up at an exponential rate. All this due to the misguided approval of development of this area.

It is imperative that the planning commities consider all impacts to the community, this includes impact to existing residents and the risk it brings unchecked growth.

Regards,

Robert Good

Sent from my Verizon 4G LTE smartphone

From: Ron Rollins Jr
To: Melissa Place
Subject: New housing project concerns on Callow Road
Date: Friday, April 7, 2017 6:34:18 PM

Please install sufficiently sized roads, emergency services and finish the schools to handle the local load they currently have before allowing this development. Please make the developer do a proper traffic study that reflects more than just a two hour time frame on spring brake.
Please upgrade your water supply for fire protection and service to reflect the current level of homes before we allow more.

Thanks
Jr.

From: Sally Jo Sebring
To: Melissa Place
Subject: Nourse comments
Date: Friday, April 14, 2017 3:08:00 PM

Melissa,

Here are my current comments regarding the Nourse project:

1. There was a clear deadline to the Developer Agreement extension.
   a) They've had at least 10 years to work under the initial CUP, the Development Agreement, and the extension to the Development Agreement. They appear to have waited until 6 weeks before the extension to the Development Agreement was to expire to submit an application that would keep the current Development Agreement in effect.
   b) There is no reason to extend this agreement beyond the current expiration date.
   c) There are plenty of reasons to NOT extend this agreement beyond the current expiration date. There's a reason for expiration dates.
      i. Planning Director Wright stated at the April 11, 2017 City Council meeting that one of the factors in this situation is that ownership has changed. As far as I can see from Snohomish County Assessor's website, the ownership changes for a number of the parcels was in August 2012. That is almost the whole five years of the extension. There's been ample time to move this project forward under the old regulations.
      ii.) If they can't meet the requirements stated by the expiration date, they should have to start over with current critical area and stormwater regulations. We should be using Best Available Science. Over 10 years was plenty of time for them to use the best available science at the time of the development agreement.
      iii.) They haven't fulfilled the conditions of the 2011 extension. If the City didn't care if there were conditions met, they wouldn't have put conditions on it. It was a close vote in 2011. The intent of the City Council Resolution needs to be honored.

2. Precedent
   a. As Planning Director Wright stated at Tuesday's City Council meeting, "past practice guides us". Mr. McCourt, also, has stated at a previous hearing for a project that folks appreciate an exception that is being made for one landowner as they fully expect that the city will grant them the same exception.
   b. The last thing we need to do is give anything more in this project and set that sort of precedent. Using Best Available Science is a requirement of the Growth Management Act. Setting a precedent of allowing projects to skirt this is unacceptable.

There should be no accommodations made for this project. They should fully meet the conditions of the original permit, agreement, and extension or the permit and agreements should expire.

Thank you
Sally Jo Sebring

1023 99th Ave SE
Lake Stevens WA 98258

From: Sally Jo Sebring
To: Melissa Place
Subject: Nourse ROW vacation
Date: Monday, April 10, 2017 2:19:25 PM

Melissa,

Nourse sure seems like a complex situation.

So, I notice the ROW vacation hearing before the City Council is on the last day of the Developer Agreement. Does the ROW vacation have to pass that day in order for the Developer Agreement not to expire?

I talked with Russ a little after last week's hearing about what had to happen before the expiration date, but got a bit lost.

Thank you
Sally Jo Sebring

From: Sandy Valenzuela
To: Melissa Place
Subject: 288 Condos
Date: Thursday, April 13, 2017 4:29:35 PM

Dear Melissa,

I wish to voice my opposition to the Project #LUA2017-0042 & 0043. I live on 28th St. NE, we do not need over 288 more cars on our already over stressed trestle. That is insane! What about our small roads? What about our overburdened schools?

One more thing.....I wholeheartedly have seen endangered species on that land, such as Pygmy Rabbits. The Washingtion Department Of Fish & Wildlife needs to inspect that land. Please Melisssa do what need to be done about this.

Sincerely,
Sandy

From: Sandy Valenzuela
To: Melissa Place
Subject: 288 Condos
Date: Sunday, April 2, 2017 11:09:40 PM

Dear City Planner Melissa,

I have lived in Lake Stevens for 27 years I chose to live here because of the rural charm. I have worked in this City for 25 years. I have raised my children to adulthood here. They all Graduated from Lake Stevens High School when the Graduation Ceremonies were at the High School. My Children have chosen to live in this City too. We've seen so many new homes built everywhere in Lake Stevens already....have you seen that eyesore of stacked homes on the Trestle coming into Lake Stevens? Instead of seeing the beautiful view we use to see we see that awful view of stacked homes instead!

Did you know there are so many types of wild life here. Throughout my life on the property involved I've seen Coyotes, Foxes, Ferrets, Owls, Muskrats, Deer, Eagles, Hawks, Woodpeckers, Raccoons, Opossums, Dwarf Rabbits and other critters and birds I've never seen before. The Eagles perch on the tall trees to hunt and to eat prey. We cannot take away their homes! So with all that said I am voicing my opinion about the unacceptable Nourse Binding Site Plan. I am saying NO to this terrible plan and I agree that:

*We don't need 500 extra cars driving down our narrow county streets
*There is no room for all these commercial trucks or buses that can't fit on our roads
*Don't need any condos packed in this rural area
*We need to conserve our green space and our wetlands filled with native wildlife
*No outdated ordinances for development here or out of date environmental protection
*And respect for the people that have lived here already that love this beautiful, quiet community
*We do not need that overflowing sardine can look here

Please hear us we cannot let this happen. Our Schools are already over burdened even with the New Elementary School being built as we speak. I am totally against this! And hoping to avoid this terrible idea!

Sincerely,

Sandy Valenzuela
10829 28th St. NE
Lake Stevens, Wa

*

From:	Denny, Scott
To:	Marcus Tageant; John Spencer; Kathy Holder; Rauchel McDaniel; Todd Welch; Kurt Hilt; Gary Petershagen; Kim Daughtry; schoolboard@lkstevens.wednet.edu; Amy Cook; Melissa Place; Russell Wright
Cc:	scott.denny@icloud.com; ttri@everettsd.org; wrightaaron@hotmail.com; ehakso1@comcast.net; jmbradford@comcast.net; law8371@yahoo.com; terrievans32@hotmail.com; denny.4@comcast.net; bgunterman@frontier.com; sdibiase@frontier.com; jhlaperle@yahoo.com; natalie.scrivens@yahoo.com; rrdenny@yahoo.com; wrightaaron@hotmail.com; sabrinaomalley@gmail.com; Paytontt@frontier.com; lisabrittain@hotmail.com; dowmary5@comcast.net
Subject:	Elected LS officials - PLEASE ATTEND Nourse Property meeting Thursday, 4/13 @ 1700 at LS Community Center
Date:	Wednesday, April 12, 2017 2:01:42 PM
Importance:	High

All,
Please prioritize your calendars to attend the subject public meeting regarding the Nourse Property development proposal. As elected officials of Lake Stevens it would be in all our best interest to attend on behalf of the concerned Lake Stevens residents regarding this 10 year old development proposal.

I'm confident you have heard from the community regarding the tremendous impact this will have on our city. Granted 288 condos will generate significant tax revenue for the city but I challenge you all to think beyond dollars and cents. The rhetoric we as citizens hear regarding the contractual obligation of this proposal is also a concern – I'm concerned there needs to be a reality check to re-assess the out dated proposal.

Granted the acreage is prime for development but a need to reconsider the scope including road infrastructure, school impacts, environmental and other sociological and economic factors need attention.

Appreciate your support of this highly impactful Lake Stevens development proposal.

Kind regards,

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

From: Sean FLINN
To: Melissa Place
Subject: 200+ unit condo proposal
Date: Wednesday, April 5, 2017 6:15:02 PM

Dear Melissa,
I'm writing to you today with regards to a 200 plus condo unit that is being proposed to be built between Callow Road, Highway 92, 29th Street, Melia Heights & Shirewood neighborhoods (70.42 acres).

I am quite disappointed that the City of Lake Stevens would even consider such a development within our city. Units of this size and density are meant for urban settings with the proper infrastructure already in place. The roads, utilities, and schools are not even close to the size needed to support this proposed development, let alone our current population. Is the city going to demand that this development pay for new roads and improved utilities to support this high density development? Is the city going to demand that the necessary infrastructure improvements be put in place prior to one unit being built to support its size? The city can't even replace damaged light poles and road signs in a timely manner, so how is the city going to support those of us that are already here let alone this proposed development?

What I foresee is this proposed development only bringing negative impacts to our community, such as:

- Placing a burden on our school district with already overcrowded schools which cannot keep up with the current housing developments
- A minimum of 500 extra cars driving already narrow country streets (Callow Road, Oak Road, 30th Street, 113th Street)
- High density housing packed between residential housing
- Reduced green space and wetlands for our community and wildlife
- Potential increase in the crime rate

I'm proud to live in this community, of its school district and to live here, but if this kind of development becomes the norm in our community I feel a sense of community will be lost and those of us that care about this community may move on in the future.

Lake Stevens will begin to loose its identity as a small bedroom community with developments such as this.

Sincerely,
Sean Flinn

From: Shana Rollins
To: Melissa Place
Subject: Nourse Property
Date: Friday, April 7, 2017 6:13:36 PM

I was not able to attend the meeting in regards to the Nourse Property development but I would like to say that I am not opposed to development as long as the contractor/owner and/or City will be insuring that the infrastructure is put in that will support the additional traffic. The current infrastructure is already bursting at the seams and I think adding 280+ new residences will only exasperate the current issues.

Sincerely,
Shana Rollins
2302 Cherry Rd
Lake Stevens, WA 98258

Sent from my iPhone

From: soubouysanchez@gmail.com
To: Melissa Place
Subject: New condo
Date: Thursday, March 30, 2017 10:42:28 PM

Hello, my name is Sou Sanchez and I live in Lake Stevens. My address is 11926 33rd PL NE. My phone number is 425-418-0529.
I am writing to you because I am against the proposed condo development on callow rd. 288 condos will surly affect the traffic and congestion. My husband and I drive highway 92 everyday. My husband has been almost run off the road many times turning in from his highway 9 during rush hour in the evenings. The new condos will make highway 92 more of a mess! The city is not able to keep up with roads and schools yet you want to have 288 condo built. Our schools are overcrowded already! I also do not like having that many condos in a residential part of town. We decided to buy a second home in Lake Stevens when we found our current neighborhood. We love the residential family feel of it. We choose not to go towards I-5 or south like we originally wanted because it was too packed with apartments and town homes. We have lived here since 2005, we decided to stay and raise our family here because it's a residential town. There is a park like feel to this part of town, please do not ruin that by allowing 288 condos to be built. I know all my neighbors are against it.

Sou Sanchez

Sent from my iPhone

From: jeffjohnson.wa@netzero.net
To: Melissa Place
Subject: NO Nourse Condos
Date: Sunday, April 2, 2017 3:13:54 PM

To Whom it May Concern,

Re: Project #LUA2017-0042 & 0043 Condos

Please do NOT allow this proposed project to move forward. There are many reasons we say this.

We were the very first house purchased in the Shirewood neighborhood in 2008 and when we bought our house we were told, "It is a protected area and nobody can ever build there." We paid a higher premium for the lot. The area was bordered with signs that read, "Native Growth Protection Area This wetland and upland buffer are protected to provide wildlife habitat and maintain water quality. Please do not disturb this valuable resource." Also, according to Snohomish County, " A Native Growth Protection Area, also known as an NGPA, is an area designated by legal statute to protect fish and wildlife habitat conservation areas, geologically unstable areas, wetlands, and their buffers. These portions of the landscape are either particularly sensitive to development or are potentially hazardous to public health and safety. Streams, wetlands, erosion and landslide hazard areas, seismic and volcanic hazard areas can be classified as NGPAs."

As this area borders our property we know for a fact that it is habitat to abundant wildlife. We have seen deer in the area many many times throughout each year. We have heard coyotes in the night making their noises more times than we can count. We hear frogs in the wetlands continually. We see the flutter of bat wings on summer evenings. We see many birds as well such as Bald Eagles, woodpeckers, hummingbirds and many more we cannot name. Last year we saw a Merlin hawk make a kill not 20 feet from our back door. We know it is home to rabbits, weasels, opossums, raccoons and shrews and many more animal species we cannot name. This is a valuable natural resource for the area and should be protected and left alone as it is. It seems it was once viewed that way and should remain so. All urban and suburban areas require green space and this should remain so.

Our schools are already over crowded and this would only exacerbate the situation. We were just hit with a tax increase to fund a new school and if this goes through it would mean even more outrageous tax increases. Our sewer system is already overburdened and sewer rates are already to track to increase every year and this would mean even more increases. Our roads can barely handle the cars and traffic we currently have and the increase population would put even more traffic on our already congested roads. Our peace and quiet would be destroyed by this huge population increase in our area. Our whole reason for being here would change.

This is Washington State. This is the small town of Lake Stevens. This is our home and home the to environment and animals we love. This is not New York City or some high density urban area. This is the area of single family homes. Please don't be the City Council looking to make a few bucks from a rich developer. Don't be the City Council relying on data over a decade old. Be the City Council looking out for the interests of long time taxpaying residents who care about the quality of life in the area.

Please do NOT allow this project to move forward!

Sincerely,

Stuart & Susan Johnson
11179 31st Place NE
Lake Stevens, WA 98258

From: marlatt@reagan.com
To: Melissa Place
Subject: proposed new condos Callow Rd./Hwy 92/29th St
Date: Wednesday, April 5, 2017 8:44:28 AM

RE: Callow Road / Highway 92 / 29th Street
Ms. Melissa Place:

As a homeowner in the Stonebriar neighborhood of Lake Stevens, I would like to voice my dissenting opinion regarding the building of 288+ condos.

With so many residential neighborhoods already planned, the area cannot sustain the increased amount of traffic. For example, on workday mornings, it can take 30 minutes to cross the trestle to get to I-5. Already, there are problems with neighborhood traffic, especially at the times when children are waiting for the school bus. Drivers ignore the speed limit, and it is only a matter of time before a child gets hurt. That risk rises with every new development you plan.

The schools are already overcrowded; 288 more families will add at least another 500 students. That doesn't include all the children who will live in the already planned residential housing. Class sizes will increase to the point that students will not get a quality education, and the school district will not have enough funds for those students who have special needs.

The idea of destroying more wetlands and green space, driving away the native wildlife, is not well-thought out. With the number of new residential neighborhoods being built, we need more green, not less. We need to preserve our wildlife areas, not destroy them.

What is your plan for:

1. school over-crowding? How many new schools do you have the funding for to build to accommodate all the students? Is there funding for more school busses and drivers?

2. lack of bus service? Has an arrangement been made with local transit authorities to provide bus transportation both in and out of Lake Stevens?

3. Have you given any thought as to the impact on putting condos in residential neighborhoods? Property values go down!

4. out of date environmental protections and 10 year old ordinances? What is the plan to update them, how much will it cost, and who is paying for it?

5. narrow country streets? Are you planning to widen all of them? How much will it cost, and who is paying for it? Or are you hitting homeowners up for street widening to put in new condos that they don't even want?

6. The families of Lake Stevens need things other than condos - we need more parks (dog parks included). We need more businesses, such as restaurants, so we can keep our dollars IN Lake Stevens. Are either of these things on your planning list? Consider asking places like Olive Garden, Denny's, Applebees, to build here.

I hope I will get a reply to these questions. I am unable to attend the hearing due to work constraints.

Please note that I am voting NO to building new condos.

Sincerely,

Suzanne Marlatt
1428 72nd Ave SE
Lake Stevens, WA 98258

From: Tanya Davis
To: Melissa Place
Subject: Re. Condos to be built on Callow Rd
Date: Friday, April 7, 2017 2:03:07 PM

I'm writing to express my concern with the 288+ condos slotted to go in along Callow Road North of the Lake in Lake Stevens. We recently moved to the area from Bothell/Mill Creek and I've seen the overcrowding first hand.

I don't feel Lake Stevens has remotely built the infrastructure that the Bothell/Mill creek area has as far as restaurants, grocery stores, library capacity, parks and recreation etc. I don't feel our city is prepared for this type of mass addition of vehicles and residences on such a rural road. Here are a few additional concerns that this is will cause that I hope are being factored into this decision:
• There is no commercial or bus service for new residents
• Open-air condos packed between residential housing lots
• Minimal green space and wetlands for native animals
• This development is using 10 year old ordinances
& out of date environmental protections
• Building at a rate our already overcrowded schools cannot keep up with

Thank you!

Tanya Davis
Director

425.750.0203 | saynat78@gmail.com
www.beautycounter.com/tanyadavis

Our mission is to get safe products in the hands of everyone.

From: thetenillejohnson@gmail.com
To: Melissa Place
Subject: Urge to Reject 288 Condos
Date: Thursday, April 6, 2017 6:01:13 PM

Melissa:

I am a resident of Lake Stevens, WA in 98258. We cannot allow these condos to be approved until our road capacity is adequate for the additional volume of traffic it will entail.

I am already deeply troubled by the increasing traffic pattern even over the recent months since I've moved here. The existing infrastructure simply will not support an additional 500+ new cars.

As the city planner, we look to you to ensure our community grows in a sustainably. All ecological and logistical factors must be weighed in such approvals.

I URGE you to reject the plan to build 288 new condos in Lake Stevens. The city in its current state can not support it.

Sincerely,

Tenille Johnson, PTA

From: Walker, Teresa A
To: Mick Monken
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos; David Williamson; Cory Nau; Melissa Place
Subject: RE: Norse Property Build
Date: Thursday, May 4, 2017 11:45:01 AM
Attachments: image002.png
image005.png
image006.png
image007.png
image008.png

Mick:

Thank you for your response – hope this is your last day because you are retiring into the "lap of luxury" – if so, best wishes.

Cory & Melissa:

What can I do and when should I respond on this – the natural flow off the hillside of this development (primarily the east side of my property) I fear will flood my yard without the natural vegetation currently in place. Depending on how much water is anticipated, due to development, access to our property from Oak Road may be compromised. How can I be sure the drainage plan is adequate to protect my property? Will you flag the file to review – do I need to be a squeaky wheel? Please advise.

Thanks all.

Terry

Terry Walker
Ops Mgr I | Asst. to Mersedeh Schmidt
Food & Nutrition
Providence Regional Medical Center Everett
1321 Colby Avenue | Everett, WA 98201
t: 425.261.3949 | f: 425.261.3885
teresa.walker@providence.org
Follow Us:

From: Mick Monken [mailto:mmonken@lakestevenswa.gov]
Sent: Thursday, May 04, 2017 11:19 AM
To: Walker, Teresa A <Teresa.Walker@providence.org>
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos <edurpos@lakestevenswa.gov>; David Williamson <dwilliamson@lakestevenswa.gov>; Cory Nau <cnau@lakestevenswa.gov>; Melissa Place <mplace@lakestevenswa.gov>
Subject: RE: Norse Property Build

Good morning Teresa,

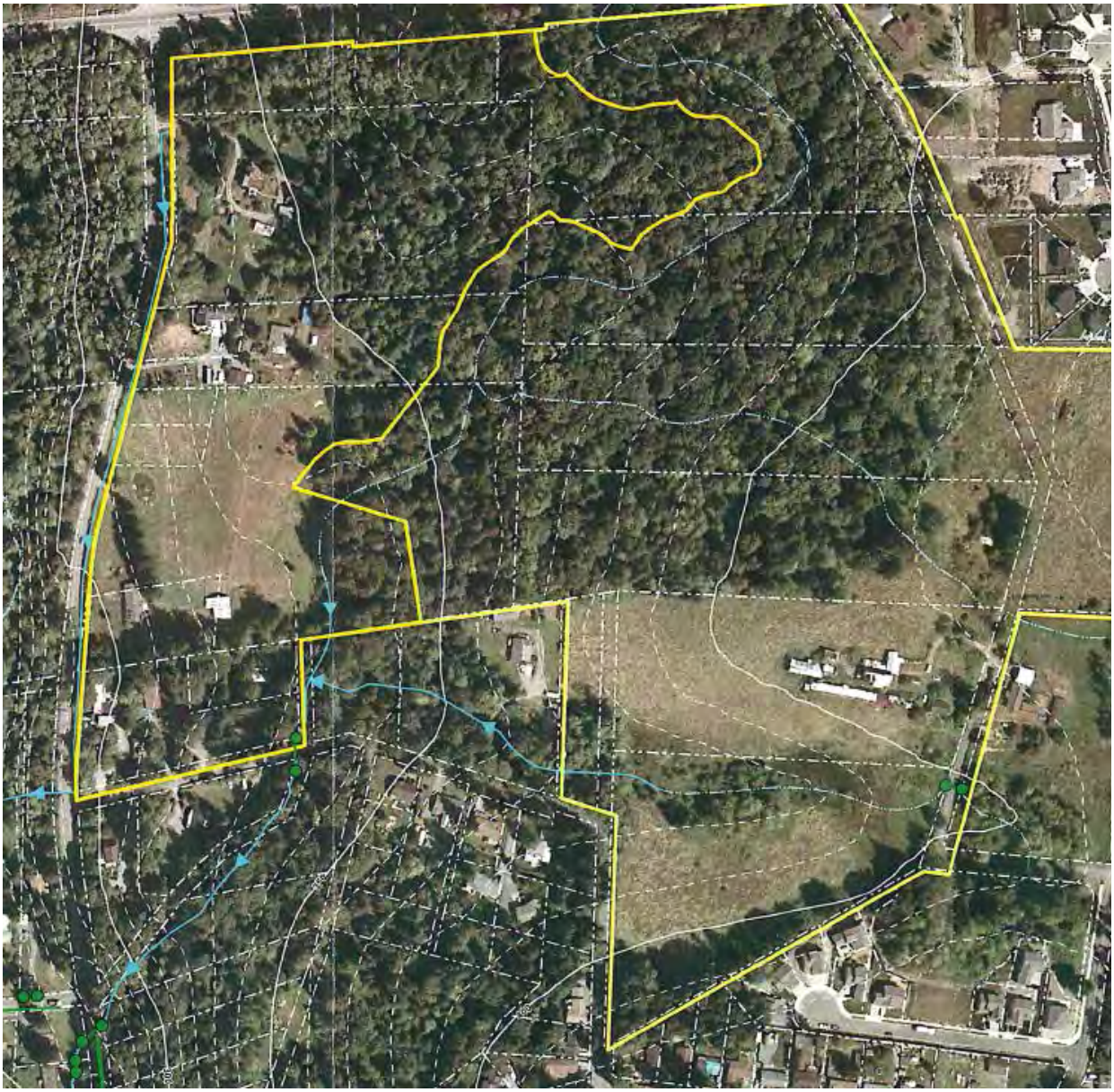
I have researched the drainage files and found only Phase I & II have a drainage report prepared. Below is a map from the drainage report that shows the Phases. Phase I & II are below your property and should have not impact to your property.

There is a drainage course that does cross your property that potentially could be used by a portion of the future Norse site Phase III & IV. This is shown by the light blue arrow line on the second map. When this Phase of development goes through construction plan review, a storm plan will be required by the City. The City will follow its adopted standards that will require the new drainage runoff to be managed to minimize impacts to downstream (including your property). The impacts will include water quality, erosion, and flooding.

Today is my last day with the City so should you have further questions, please contact Cory Nau, Senior Engineer, for storm questions and Melissa Place, Senior Planner, for land use actions associated with this development. Cory's and Melissa's email contact information is included in the Cc of this email.

Mick





From: Walker, Teresa A [mailto:Teresa.Walker@providence.org]
Sent: Tuesday, May 02, 2017 9:01 AM
To: Mick Monken <mmonken@lakestevenswa.gov>
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos <edurpos@lakestevenswa.gov>; David Williamson <dwilliamson@lakestevenswa.gov>; Cory Nau <cnau@lakestevenswa.gov>
Subject: RE: Norse Property Build

Yes, that is us.

Terry Walker
Ops Mgr I | Asst. to Mersedeh Schmidt
Food & Nutrition
Providence Regional Medical Center Everett
1321 Colby Avenue | Everett, WA 98201
t: 425.261.3949 | f: 425.261.3885
teresa.walker@providence.org
Follow Us:

From: Mick Monken [mailto:mmonken@lakestevenswa.gov]
Sent: Monday, May 01, 2017 5:17 PM
To: Walker, Teresa A <Teresa.Walker@providence.org>
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos <edurpos@lakestevenswa.gov>; David Williamson <dwilliamson@lakestevenswa.gov>; Cory Nau <cnau@lakestevenswa.gov>
Subject: RE: Norse Property Build

Hi Terry,
I used Google earth on your address the first time and then the Assessor's. I want to verify this is the correct house, outlined by the yellow dashed line, so I can give you a correct response.

Thanks



From: Walker, Teresa A [mailto:Teresa.Walker@providence.org]
Sent: Monday, May 01, 2017 2:22 PM
To: Mick Monken <mmonken@lakestevenswa.gov>
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos <edurpos@lakestevenswa.gov>; David Williamson <dwilliamson@lakestevenswa.gov>; Cory Nau <cnau@lakestevenswa.gov>
Subject: RE: Norse Property Build

For clarity – I am also north of Oak. Baily's Edition – Sandy Beach lots 2,3 & 4- development will be directly north (behind my house) and to the east (next to my house) – still the same answer?

Terry Walker
Ops Mgr I | Asst. to Mersedeh Schmidt
Food & Nutrition
Providence Regional Medical Center Everett
1321 Colby Avenue | Everett, WA 98201
t: 425.261.3949 | f: 425.261.3885
teresa.walker@providence.org
Follow Us:

From: Mick Monken [mailto:mmonken@lakestevenswa.gov]
Sent: Monday, May 01, 2017 2:18 PM

To: Walker, Teresa A <Teresa.Walker@providence.org>
Cc: waronnie@comcast.net; tacwalker@comcast.net; Eric Durpos <edurpos@lakestevenswa.gov>; David Williamson <dwilliamson@lakestevenswa.gov>; Cory Nau <cnau@lakestevenswa.gov>
Subject: RE: Norse Property Build

Good afternoon Terry,

The Norse Development, north of Oak, is all contained within a basin that is separated from your side of the road. The Norse Development portion located just east of your property and south of Oak is in the same basin as your property. However, the practice is that the drainage from this portion of the development will be required to contain the water on site and to transmit storm runoff offsite in the Public Right of Way or an identified drainage path (drainage stream north of Oak). Your property does not appear to have any drainage course running through it should see no impact from this development.

I hope that this addresses your concerns.

Mick Monken, P.E.
City Engineer

Honor, Respect, Unified, and Fairness

From: Walker, Teresa A [mailto:Teresa.Walker@providence.org]
Sent: Monday, May 01, 2017 11:48 AM
To: Mick Monken <mmonken@lakestevenswa.gov>
Cc: waronnie@comcast.net; tacwalker@comcast.net
Subject: Norse Property Build

Mr. Monken:

Our property is situated in the midst of the Norse Build between Hwy 92, Callow & Oak Road. Naturally it would not be our preference to have all the homes built but we understand and are not raising an objection. We do however ask that you, as City Engineer, assure that the design does not lead to "flooding" our property. We do sit lower than much of the building… without the land to absorb rain/snow water we are concerned that the runoff will end up in our yard/home. When I approached the developer the indication was that this was the responsibility of the City Engineer. We are asking the City protect us from potential damage and the loss of use of our land by assuring the runoff is directed elsewhere. Please address this issue as the homes are being built in the vicinity of ours.

Thank you for your help.

Terry Walker

Teresa (Terry) Walker
10601 Oak Road
Lake Stevens, WA 98258
425-231-7787

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From: T LH
To: Melissa Place
Subject: Lake Stevens Public Hearing- 4/4/17
Date: Monday, April 3, 2017 11:11:17 AM

Callow Road / Highway 92 / 29th Street

Ms. Melissa Place:

As a homeowner in the Stonebriar neighborhood of Lake Stevens, I would like to voice my dissenting opinion regarding the building of 288 condos.

With so many residential neighborhoods already planned, the area cannot sustain the increased amount of traffic. For example, on workday mornings, it can take 30 minutes to cross the trestle to get to I-5. Already, there are problems with neighborhood traffic, especially at the times when children are waiting for the school bus. Drivers ignore the speed limit, and it is only a matter of time before a child gets hurt. That percentage rises with every new development you plan.

The schools are already overcrowded; 288 more families will add at least another 500 students. That doesn't include all the children who will live in the already planned residential housing. Class sizes will increase to the point that students will not get a quality education, and the school district will not have enough funds for those students who have special needs.

The idea of destroying more wetlands and green space, driving away the native wildlife, is not well-thought out.

What is your plan for:

1. school over-crowding? How many new schools do you have the funding for to build to accommodate all the students? Is there funding for more school busses and drivers?

2. Lack of bus service? Has an arrangement been made with local transit authorities to provide bus transportation both in and out of Lake Stevens?

3. Have you given any thought as to the impact on putting condos in residential neighborhoods? Property values go down, there is overcrowding.

4. out of date environmental protections and 10 year old ordinances? what is the plan to update them, how much will it cost, and who is paying for it?

5. narrow country streets? Are you planning to widen all of them? How much will it cost, and who is paying for it? Or are you hitting homeowners up for street widening to put in new condos that they don't even want?

6. The families of Lake Stevens need things other than condos - we need more parks

(dog parks included). We need more businesses, such as restaurants, so we can keep our dollars IN Lake Stevens. Are either of these things on your planning list? Consider asking places like Olive Garden, Denny's, Applebees, to build here.

I hope I will get a reply to these questions. I am unable to attend the hearing due to work constraints.

Please note that I am voting NO to building new condos.

Sincerely,
Terese L. Hoskins
1630 76th Ave SE
Lake Stevens, WA 98258

From:	Theresa Walter
To:	John Spencer; Melissa Place; Russell Wright; Gary Petershagen; Todd Welch; Kathy Holder; Rauchel McDaniel; Kim Daughtry; Kurt Hilt; Marcus Tageant
Subject:	RE: Overgrowth and high density development in Lake Stevens, WA
Date:	Friday, April 14, 2017 12:33:33 PM

We need our city leaders to have some kind of plan and be responsible for the growth and lay out of our city, including transportation, schools, housing, and open space. The General Plan has not been fully updated in many years. I think the mayor and city council have a responsibility to plan for prosperity and growth in ways that protect the character of our neighborhoods. I purchased a home in Lake Stevens in 2012. The traffic out of Lake Stevens in the morning when I left for work back then was pretty bad. It shocked me when I saw the number of developments that were built since 2012. Our city, simply does not responsibly plan. If the plans are from 20 years ago, then they must be evaluated for the current and future, or our community will not remain intact. Lake Stevens citizens need a fair process when evaluating impacts on their residential neighborhoods and to ensure that the city can effectively deliver on its land-use responsibilities. I would like to become a "party of record". It is frustrating to purchase a home in a community to then find out later it was a mistake. When I mention that I live in Lake Stevens to anyone at my job, I am asked why I bought a home in such a congested area. I love this town. I don't want to leave and I am sure there must be someone who knows when to put on the brakes.

Thank you,
Theresa Walter

From:	Jensen, Marie
To:	Melissa Place; Russell Wright; John Spencer; Gary Petershagen; Todd Welch; Kathy Holder; Marcus Tageant; Rauchel McDaniel; Kim Daughtry; Kurt Hilt
Cc:	cascadia6@comcast.net
Subject:	L116-1 Nourse Property
Date:	Thursday, April 6, 2017 12:35:27 PM

We moved into the Lake Stevens area in 1995 and more recently to Melia Heights in 2011. We love the Lake Stevens community and have raised our two children here. We wanted to write this email to let you know that we adamantly oppose the L116-1 Nourse Property Development as it is currently designed.

We have several concerns. The top three are safety, schools and quality of life.

- Safety

Before the housing market crash in 2008, construction developers couldn't build fast enough to keep up with the housing market demand. There were several developments that were built to cram as many high density homes as possible. Some streets were so narrow, that fire trucks could not even get down them. There were subsequent changes to the regulations to make sure that fire trucks could access all homes. Looking at how the homes/condos in this development are so close together, I worry that once one home catches on fire, they would all catch on fire and then fire trucks would not be able to access the homes because how narrow the roads and how many vehicles would be parked on the street.

- Schools

A new elementary school is being built and all of the school boundary lines have just been redrawn. This was in response to current population overload of our existing school facilities. With the addition of 288 condos, this would definitely affect the number of children attending school, straining new facilities and resources once again. Was this even taken into consideration when Stevens Creek Elementary was being built as well as new school boundaries being drawn? We know that Highland and SunnyCrest are at or beyond full student capacity right now.

- Quality of Life

Much of the character of the neighborhoods are reflected in similar style homes and lot sizes. A large development of 288 high density condo style residences would be so out of character and ill matched for the existing surrounding neighborhoods. Then there is the issue with traffic. The increase and load that 288 new condos would impact traffic along Highway 92 as well as local arterial streets, Callow, Oak and 113th, especially during school operations would be insufferable. I know that the traffic studies were done back in 2006, which clearly has changed in 11 years. I suggest that the City requested an updated study.

Please do not let the current construction plans go forward. We do not oppose the development of the land, but want the current regulations to determine the permitting, not ones from 2006 that have just been extended. Please do not let the developer's

overambitious profit potential and greed or the enticement of revenue from property taxes cloud your judgment and overshadow safety, good quality of life and education. These are the reasons why we chose to live in this community to avoid the encroaching urban sprawl infecting so many nearby cities in our county.

Homeowners,
Todd and Suanne Jensen
3409 111th Drive NE
Lake Stevens, WA 98258
(425) 876-7905

From: Russell Wright
To: tom
Cc: Melissa Place
Subject: RE: Nourse Development
Date: Saturday, March 25, 2017 7:47:45 AM

Hi Tom,

I hope all has been well with you.

Melissa Place is the project planner for this development and will have more complete details.

In short the city executed a development agreement for the Nourse Development around 2007 following annexation of this property from Snohomish County in 2006. The property was given its unique zoning Multifamily Development Agreement at the time of annexation. This zone was designed to allow dense detached condominiums. This project would vest to land use controls in effect circa 2006. The Binding Site Plan is the tool provided in the RCWs to review condominium "plats."

Staff is working closely with the applicant to ensure that all utilities and services are phased appropriately.

I will refer your concerns about Callow Road to our Public Works Department.

If you have additional comments please refer these directly to Melissa for the file and response.

Best regards,

Russ Wright, *Community Development Director*

City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.212.3315 | rwright@lakestevenswa.gov

From: tom [mailto:tnmatlack@comcast.net]
Sent: Friday, March 24, 2017 1:35 PM
To: Russell Wright <rwright@lakestevenswa.gov>
Subject: Nourse Development

PD Wright,

RE: Nourse Development.

Callow Rd. is slumping into the swale on west side. Who is fixing that? When?

288 air condos. Fits right in with the rest of town.

Any idea when the critical area ordinance it is vested under was written?

Transit route?

Tom

From: Melissa Place
To: "tnmatlack@comcast.net"
Cc: tmatlack@gfalls.wednet.edu
Bcc: Jennie Fenrich; Teresa Meyers
Subject: RE: Nourse Air Condos
Date: Wednesday, March 29, 2017 1:57:00 PM
Attachments: 300FootBuffer Map.pdf

Hi Tom, thank you for your comment on the project. It will be considered part of the record and you are on the parties of record list for the project. Please see my responses to your questions below in red.

From: tnmatlack@comcast.net [mailto:tnmatlack@comcast.net]
Sent: Tuesday, March 28, 2017 3:22 AM
To: Melissa Place <mplace@lakestevenswa.gov>
Cc: tmatlack@gfalls.wednet.edu
Subject: Nourse Air Condos

Planner Place,

1. I drove the plat this week and see only 1 land use sign at the bottom of Oak Rd. Is that standard for such a big, hi impact development? One sign is required on each public right-of-way per the municipal code for a Type II and Type V review. The sign was posted at the corner of Oak Rd and Callow Rd for visibility however the City is proceeding with also erecting additional signs along SR-92 and other streets in the vicinity per your comment.

2. Was the city required to mail notices to the adjacent property owners...of all phases of Nourse??? Yes, postcards were sent to property owners within 300 feet of all phases of the project. Please see the attached buffer map.

3. I believe NPDES "trumps" or supercedes the ancient vesting of that project, Yes? So, how can the city be using that old drainage/grading plan in the Developer's Agreement? Hasn't the engineering of those retention/detention vaults/ponds changed? The recent WA State Supreme Court decision *Snohomish County, et al. v. Pollution Control Hearings Bd., et al*., dated December 29, 2016, clarified that the provisions of the 2013-2018 Phase II Western WA Municipal Stormwater Permits pertain if the application is submitted on or after January 1, 2017 and applies to applications submitted prior to January 1, 2017, which have not started construction by January 1, 2022. In this case, the project is vested to the 2001 DOE storm water manual unless construction has not started by 2022. The Development Agreement executed for the project vested the development to the applicable codes in effect circa 2006 including stormwater.

4. I believe the old Developer's Agreement has an affadavit testifying to free and clear title to all those parcel deeds. Yes? Does this new re-emergence of the

Developer Agreement have that same guarantee of ownership? As you know, this whole plat has undergone a bewildering chain of ownership, bankruptcy, plat divisions, and out of state ownership. I will have to research this during my review and get back to you on it.

5. What kind of property deed is granted under the conditions of an "air condo?" The last time this project came around, not even experts could answer that question. The property deed would be for a condominium and would be recorded with Snohomish County.

6. Please enter my name as party of record for this development, especially any SEPA notices. Have done, thank you.

Tom Matlack
PO Box 790
Lake Stevens, WA 98258

425-334-7713

tnmatlack@comcast.net

PS: I cc'ed my work address in case of delivery errors. My home Outlook e-mail is having major 'ish.

Tom

From: Melissa Place
To: "tom"
Subject: RE: Nourse Air Condos
Date: Wednesday, March 29, 2017 8:17:00 AM
Attachments: image001.png
300FootBuffer Map.pdf
4.0-8.0 ROW Vacation - Narrrative- SIGNED.PDF

Dear Tom,

The City mailed postcards to property owners within 300 feet of all phases of the project. I have attached the 300 foot buffer map for your reference.

The vacation of right-of-way is slated for the north end of 107th Ave NE near Oak Road. I have attached the applicant's narrative for you to better understand why they are requesting the vacation.

I will be responding to your email from Tuesday either later today or tomorrow.

Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.377.3229 | mplace@lakestevenswa.gov

From: tom [mailto:tnmatlack@comcast.net]
Sent: Tuesday, March 28, 2017 3:48 PM
To: Melissa Place <mplace@lakestevenswa.gov>
Subject: RE: Nourse Air Condos

I spoke to homeowner in the cul de sac behind the high school(off Cedar) and they had not received a mailing of any kind. Seems like the neighborly thing to do. He reported a frequent eagle family above their backyard. I shall investigate a possible nesting site.

I have viewed that old file many times and still do not understand the Vacation of ROW. If you get time, maybe look at that too. Where is it? Why?

Tom

From: Melissa Place [mailto:mplace@lakestevenswa.gov]
Sent: Tuesday, March 28, 2017 2:44 PM
To: tnmatlack@comcast.net
Cc: tmatlack@gfalls.wednet.edu
Subject: RE: Nourse Air Condos

Hi Tom, thank you for your comment on the project. It will be considered part of the record and you are on the parties of record list for the project. I need to research the answers to your questions and thus will be getting back to you on it.

Thank you, Melissa

Melissa Place, Senior Planner
City of Lake Stevens | Planning & Community Development
1812 Main Street | PO Box 257
Lake Stevens, WA 98258-0257
425.377.3229 | mplace@lakestevenswa.gov

From: tnmatlack@comcast.net [mailto:tnmatlack@comcast.net]
Sent: Tuesday, March 28, 2017 3:22 AM
To: Melissa Place <mplace@lakestevenswa.gov>
Cc: tmatlack@gfalls.wednet.edu
Subject: Nourse Air Condos

Planner Place,

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4. I believe the old Developer's Agreement has an affadavit testifying to free and clear title to all those parcel deeds. Yes? Does this new re-emergence of the Developer Agreement have that same guarantee of ownership? As you know, this whole plat has undergone a bewildering chain of ownership, bankruptcy, plat divisions, and out of state ownership.

5. What kind of property deed is granted under the conditions of an "air condo?" The last time this project came around, not even experts could answer that question.

6. Please enter my name as party of record for this development, especially any SEPA notices.

Tom Matlack
PO Box 790
Lake Stevens, WA 98258

425-334-7713

tnmatlack@comcast.net

PS: I cc'ed my work address in case of delivery errors. My home Outlook e-mail is having major 'ish.

Tom

From: tom
To: Melissa Place
Cc: Russell Wright
Subject: Extend Public Comment for Nourse
Date: Friday, March 31, 2017 8:22:13 AM

Planners,

The Nourse Development has been mostly idle to the public eye for almost 11 years or so. Now, in the middle of a family-heavy SFR neighborhood, it pops back up like a tsunami.

Thanks for adding a second meeting, but please extend public comment as well:

1. Lack of signage around property
2. Difficulty of "untangling" heavily, ancient vesting
3. Spring Break for most adjacent property owners
4. Delay of mailed notices

Please extend public comment, at least out beyond the 2nd meeting. I believe the family-friendly developers, Kaintz and Reoh, would be amenable to this favor.

Tom Matlack
425-334-7713

From: tom
To: Melissa Place
Cc: Russell Wright
Subject: SEPA for Nourse
Date: Friday, April 7, 2017 12:29:38 PM

Howdy from Kauai,

I am still waiting for word on a new SEPA threshold determination, OR, is the City of Lake Stevens going to use the 2006 DMNS?

Thanks,

Tom Matlack

From: tom
To: Melissa Place
Subject: Letter for Public Record, Nourse
Date: Friday, April 14, 2017 3:19:29 PM

City of Lake Stevens:

Please enforce the deadline extension on Nourse. The Traffic Channelization board at meeting is 2 years old. This "Dispute Resolution" brouha is a new and unnecessary masking of the deadline. Also, there should be no dispute over mitigation fees. They do not vest and the applicants should be grateful for all the other 11 year old stuff that did vest. Pay the money.

OR…

Broker a deal where the design starts over with what the property really needs…some 7500 or bigger lots with nice homes and yards. That fits the look and feel of the neighborhood, Oak and Callow Rd. get a break, no huge Hwy 92 improvements, and everyone goes home happy.

Thanks,

Tom Matlack

From: Tosha Edwards
To: Melissa Place
Subject: Hwy 92 Condos
Date: Friday, March 31, 2017 12:00:12 PM

Hello,
My name is Tosha Edwards. I live off Hwy 92 near where there is a plan to build 288 new condos. I would like to share with you some concerns I have as a Lake Stevens resident, homeowner and parent of 3 small boys.

Recently, as I am sure you are aware, a new school has begun to be built off Lake drive to accommodate our over crowed schools. With the new school, our children will finally be in a school that is not 250+ children over capacity. Even with the new school, all local elementary schools are set to be back at the overcrowded numbers in a matter of a few short years. Adding 288 condos will drastically increase the amount of children coming into our already overcrowded district, making it harder for our teachers to give the needed attention to the students they have. Not only is this detrimental to our current families, but also to the the children who would live in these new condos.

Another concern I have is the traffic on Hwy 92 and local roads nearby. The stretch of HWY 92 between Hwy 9 and 113th is already a very dangerous road with multiple accidents per year. In the last 1.5 years that I have owned my home, I have been in 2 accidents turning onto lake drive. Both were from drivers speeding and not paying attention who ran into the back of me as I was waiting for traffic to clear to turn onto lake drive. Once the new school opens, traffic will increase on an already dangerous road. More people will be hurrying to and from work and school and I have a suspicion that these accidents will also increase.Adding another 288 condos will only make it more and more dangerous. With the lack of public transportation on HWY 92, I am sure most of those 288 residents will have a vehicle. Some will have two. That means an extra 400-500 vehicles per day going 55mph between the current roundabouts.

I would encourage the City Planner do some research on the amount of traffic and accidents that happen in this area, as well as the impact adding these condos would have on our schools. Until we can accommodate all the new families entering our community and schools, fix our traffic issues and traffic safety issues, and provide safe walking areas such as sidewalks/flashing lights for pedestrians, we cannot safely add 288 more family dwellings in this area.

Thank you for hearing my concerns and I hope that you seriously consider them.

Sincerely,
Tosha Edwards

From: Travis Shearer
To: Melissa Place
Subject: L116-1 Nourse Property Condos
Date: Friday, April 7, 2017 8:59:14 PM

Melissa,

Just say "No" to the proposed condos. There are a multitude of reasons I can think of why this is not in the City of Lake Stevens or it's Residents best interest if approved. We already have so much strain on our roads, schools, library, post office and emergency services. Allowing these condos to be put in will only further the strain and add to the frustrations of existing city residents.

Just take a look at the surrounding city streets. How many more cars does this add to our residential streets? Now expand that thought to the neighboring highways and intersections. State Route 204 is already a nightmare, most mornings cars are bumper to bumper from Lundeen to the Trestle. Just think of the enhanced impact the extra cars from the large number of families this will add to these existing problems.

Instead of listing examples of all the reasons I could think of to just say "No" to these Condos I will stop here. I'm sure others will have much to say as well.

Thank you for reading and considering my request.

Lake Stevens resident of six years,

Travis Shearer

EXHIBIT 5

CITY OF LAKE STEVENS
NOTICE OF PUBLIC HEARING
Nourse Development Agreement
Second Amendment

PROJECT NAME/ FILE NUMBER:	Nourse Development Agreement Second Amendment/ LUA2017-0096
APPLICANT:	Mr. Patrick McCourt on behalf of Mr. Tim Kaintz
PROPERTY OWNER:	K9-N9, LLC and Gray 1 Washington, LLC
PROJECT LOCATION:	70.42 acres on the east side of Callow Road between SR-92 and Oak Road and 109th to the east, Lake Stevens, WA 98258
DATE OF APPLICATION:	May 31, 2017
DATE/TIME OF PUBLIC HEARING:	**Tuesday, June 13th, 2017 at 7:00 PM** (1st reading)
	Tuesday, June 27th, 2017 at 7:00 PM (2nd reading)
HEARING LOCATION:	Lake Stevens School District Educational Service Center (Administration Building) 12309 22nd Street NE Lake Stevens, WA 98258
NOTICE PUBLISHING DATES:	June 3rd and June 10th, 2017

PROPOSED PROJECT DESCRIPTION:
K9-N9, LLC and Gray 1 Washington, LLC have applied for a second amendment to the existing Development Agreement (DA) for the Nourse property. The proposed amendment is a result of the dispute resolution process invoked by the city and applicant to negotiate updated terms of development. Pursuant to LSMC 14.16C.055, a modification to a development agreement, is a Type VI land use review with an open-record public hearing before the City Council who may adopt the development agreement and/or amendments upon passage of a resolution.

The applicant is proposing a single-family detached neighborhood with associated improvements over four phases on approximately 70.42 acres and the vacation of two portions of unopened right-of-way's. The properties under application were previously reviewed and approved in 2007 for a conditional use permit by the Lake Stevens Hearing Examiner. Shortly thereafter a DA was executed between the developer and City of Lake Stevens.

PUBLIC REVIEW AND COMMENT:
Interested parties may submit written comments before the hearing or testify at the public hearing. Comments can be submitted to City Hall, Attn: Melissa Place, PO Box 257, Lake Stevens, WA 98258 or by email at mplace@lakestevenswa.gov. Persons who submit written or oral testimony may appeal City Council's decision to Snohomish County Superior Court.

The project file, including the proposed amendments to the development agreement may be available for reviews at the Permit Center, Monday-Friday, upon request.

For additional information please contact Planning and Community Development at 425-377-3223.

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 and Property Owners
Posted at Permit Center, City Hall, Subject Property and Website
Emailed to parties of record and interested parties
Published in Everett Herald

City of Lake Stevens -Notice of Public Hearing

PROJECT NAME: Nourse Development Agreement Second Amendment

PROJECT # LUA2017-0096

LOCATION:
70.42 acres on the east side of Callow Road between SR-92 and Oak Road and 109th to the east

APPLICANT: Mr. Patrick McCourt on behalf of Mr. Tim Kaintz

DATE/TIME/LOCATION OF PUBLIC MEETING:
6/13/2017 at 7:00 pm (1st reading)
6/27/2017 at 7:00 pm (2nd reading)
Lake Stevens School District
Educational Service Center
(Administration Building)
12309 22nd Street NE
Lake Stevens, WA 98258

This postcard serves as a courtesy notice to inform you that a public hearing before the Lake Stevens City Council on the Second Amendment to the Development Agreement for the Nourse property will be held on June 13, 2017 at 7:00 pm. Please see the left side of this postcard for further details. This notice is strictly voluntary and is not required per the city's municipal code, nor is it to be provided ten days in advance of the hearing. The proposed amendment is a result of the dispute resolution process invoked by the city and applicant to negotiate updated terms of development. Pursuant to LSMC 14.16C.055, a modification to a development agreement, is a Type VI land use review with an open-record public hearing before the City Council who may adopt the development agreement and/or amendments upon passage of a resolution. The City Council Agenda Packet and staff report will be available on the City's website starting at 5 p.m. on June 9th, 2017.

Interested parties may submit written comments before the hearing or testify at the public hearing. Comments can be submitted to City Hall, Attn: Melissa Place, PO Box 257, Lake Stevens, WA 98258 or by email at mplace@lakestevenswa.gov. Persons who submit written or oral testimony may appeal City Council's decision to

Snohomish County Superior Court. The project file, including the proposed amendments to the development agreement may be available for review at the Permit Center, Monday-Friday, upon request. For additional information please contact Planning and Community Development at 425-377-3223.

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

CITY OF LAKE STEVENS

AFFIDAVIT OF NOTICE

Notice PH

Project Name: Nourse Development Agreement 2nd Amendment

Project Number: LUA2017-0096

Place Posted	Date Posted	Signature
1. Property	6/21/17	
2. City Hall	6/2/17	
3. Planning	6/2/17	
4. Everett Herald	6/2/17	
5. Mailings	6/2/17	
6. Website	6/2/17	

EXHIBIT 6

CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2017-011

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND L116-1 NOURSE, LLC (Snohomish County Auditor File #200706140102).

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, the Lake Stevens City Council approved Amendment No. 1 to the Development Agreement with L116 Nourse, LLC recorded for the Nourse Property under Snohomish County Auditor File #201107150061 (DEVELOPMENT AGREEMENT) by Resolution 2011-7 on June 27, 2011; and

WHEREAS, KR9-N9, 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 Amendment No. 1 to the Development Agreement under Auditor File #201107150061 and are bound to the terms; and

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

WHEREAS, on May 31, 2017, KR9-N9, LLC and Gray1 Washington, LLC applied for Amendment No. 2 to the DEVELOPMENT AGREEMENT (LUA2017-0096) recorded for the Nourse Property under Snohomish County Auditor File #200706140102 in response to the dispute resolution process invoked by the applicant from the provisions in paragraph 12 of the DEVELOPMENT AGREEMENT; and

WHEREAS, LSMC 14.16C.055(e) allows modifications to development agreements; and

WHEREAS, the changes to the DEVELOPMENT AGREEMENT are to extend the effective term of the agreement an additional five years, revise the Estimated Project Schedule, specify the issued permits and approvals to-date, identify the current construction activities and status to-date, negotiate voluntary revisions to the development, specify that fees or charges are not vested; and

WHEREAS, KR9-N9, LLC and Gray1 Washington, LLC as the current owners, "successors and assigns," agree to all requirements, terms and conditions of Amendment No. 2 to Development Agreement attached in ***Exhibit No. 1,*** the DEVELOPMENT AGREEMENT in ***Exhibit No. 2, and*** Amendment No. 1 to Development Agreement attached in ***Exhibit No. 3;*** and

WHEREAS, the City determined no Planning Commission review was required to extend the effective term of the agreement pursuant to LSMC 14.16C.055(C)(2); and

WHEREAS, on June 3rd and 10th, 2017, the City published a notice of the public hearing in the Everett Herald as required by LSMC 14.16B.650;

WHEREAS, the City voluntarily posted a notice of the public hearing on-site, at City Hall and on the City's website, emailed the notice to all parties of record and mailed the notice to all property owners within 300 feet of the subject property; and

WHEREAS, the City Council held a public hearing consistent with RCW 36.70B.200 on June 13 and June 27, 2017 to consider the changes to the agreement.

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

Section 1. Amendment No. 2 to Development Agreement Recorded for the Nourse Property under Snohomish County Auditor File #200706140102, which is attached hereto and incorporated by reference as ***Exhibit No. 1***, is hereby approved and the Mayor is authorized to sign said Amendment No. 2. .

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 _____, 2017.

_____
John Spencer, Mayor

ATTEST/AUTHENTICATION:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

_____
Grant K. Weed, City Attorney

EXHIBIT 1

Amendment No. 2 to Development Agreement Recorded for the Nourse Property under Snohomish County Auditor File #200706140102
DEVELOPMENT AGREEMENT
Nourse Property (CUP 2006-1)

This Amendment No. 2 (AMENDMENT 2) is entered into this _____day of _____2017 by and between the City of Lake Stevens, Washington, a Washington Municipal Corporation (the "City") and KR-N9, LLC, a Washington limited liability company and Gray1 Washington, LLC, a Washington limited liability company ("Owners") as the successors and assigns of L116-1 Nourse, LLC. "Owners" shall also include any successors and assigns of KR-N9, LLC and Gray1 Washington, LLC

WHEREAS, City and L116-1 Nourse, LLC are parties to a DEVELOPMENT AGREEMENT dated April 25, 2007 recorded under Snohomish County Auditor File No. 200706140102 adopted and incorporated herein by reference; and

WHEREAS, City and Owners are parties to **Amendment no. 1/ (5-Year Extension to a Development Agreement Recorded for the Nourse Property Under Snohomish County Auditor File #200706140102** (AMENDMENT 1), dated July 13, 2011 recorded under Snohomish County Auditor File No. 201107150061 adopted and incorporated herein by reference; and

WHEREAS, AMENDMENT 1 provides that the DEVELOPMENT AGREEMENT and AMENDMENT 1 "shall automatically terminate unless construction continues under a building permit issued before the expiration of the Agreement", that is before midnight April 25-26, 2017; and

WHEREAS, the DEVELOPMENT AGREEMENT, AMENDMENT 1, and this AMENDMENT 2 pertain to real property located within the City and legally described in Attachment A, which property is hereby referred to as the "Property," and

WHEREAS, Owners have applied for and permits have been issued as set out in Attachment B to this AMENDMENT 2; and

WHEREAS, Owners applied for an Administrative Interpretation on April 25, 2017 under LSMC 14.16C.035 (e) applicable to this specific project to determine if the DEVELOPMENT AGREEMENT and AMENDMENT 1 have terminated or if construction may continue on the development under the terms of the DEVELOPMENT AGREEMENT, AMENDMENT 1 and this AMENDMENT 2; and

WHEREAS an Administrative Interpretation issued on April 25, 2017 consistent with the application and the Administrative Interpretation was not appealed and is now final and binding;

WHEREAS, City and Owners wish to amend the terms and conditions of construction under the DEVELOPMENT AGREEMENT and AMENDMENT 1 if construction continues; and

WHEREAS, Owners have invoked the dispute resolution provisions of paragraph 12 related to commencement of construction, expiration of the DEVELOPMENT AGREEMENT and vesting;

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:

1. Conditions to effectiveness of AMENDMENT 2: This AMENDMENT 2 shall not be effective until the following conditions have occurred and are fully satisfied:
   a. A public hearing concerning this AMENDMENT 2 occurs under LSMC 14.16B.605, *et. seq* on or after June 13, 2017.
   b. The City Council of the City of Lake Stevens approves this AMENDMENT 2 and authorizes the Mayor to sign the same.
   c. The action of the City Council to approve this AMENDMENT 2 is final and not further appealable in any forum.
   d. Upon the occurrence of these conditions, signature by the Mayor and recording of this AMENDMENT 2, the DEVELOPMENT AGREEMENT previously and presently amended shall become effective as of the date of City Council approval. The DEVELOPMENT AGREEMENT as amended shall be effective for a period of five years from the date of approval and expire on midnight on the fifth-year anniversary of City Council approval.

2. Additional Permits and Approvals. Owners agree to apply for, pay all applicable fees for, and obtain all additional permits and approvals required for completion of the development. Such permits and approvals shall be consistent with the conceptual site plan included as Attachment C, with a maximum density not to exceed 250 unit lots.

3. Estimated Project Schedule. The Estimated Project Schedule in AMENDMENT 1 is hereby revoked and amended and replaced with the Phasing Schedule in Attachment D. Owners will not materially deviate from the Phasing Schedule in Attachment D without the express written consent of the City Council. The development shall be complete and no further work on the development shall occur after the Automatic Termination Deadline. Owners shall provide written progress reports semi-annually on January 15 and July 15 of each year concerning the development and showing compliance with the Phasing Schedule in Attachment D. These reports will be submitted do the Director of Planning and Community Development or designee.

4. Voluntary Revisions to the Development. Notwithstanding any prior approval, Owners agree voluntarily to revise the Development as set out in Attachment E. All revisions shall be performed in a good and professional manner. Owners will not materially deviate from the Revisions without the express written consent of the City Council.

5. Fees and Charges. Owners agree that they have no vested rights concerning fees and/or charges to be paid to the City for the proposed development and agree to pay mitigation

fees and charges and utility connection fees and charges at the rates of the City or partner agencies at the time such fees and/or charges are due under the Lake Stevens Municipal Code or other agency standards or other government or agency standards or requirements.

6. Complete Agreement. This AMENDMENT 2 is a complete agreement between the parties concerning the subject matters addressed in this AMENDMENT 2.

7. Ratification. Except as expressly modified herein, the terms of the DEVELOPMENT AGREEMENT and AMENDMENT 1 are hereby ratified and confirmed and remain in full force and effect.

8. Counterparts. This AMENDMENT 2 may be executed in counterparts.

9. Binding Effect. This Amendment 2 shall be binding and in effect on any successors and assigns of KR-N9, LLC and Gray1 Washington, LLC.

10. Authority. The persons signing this AMENDMENT 2 represent and warrant that they have the full right, power, and authority to enter this AMENDMENT 2, to bind the party on behalf of whom they are signing.

11. Entire Agreement. The DEVELOPMENT AGREEMENT, AMENDMENT 1, this AMENDMENT 2 and a separate Settlement Agreement constitute the entire agreement between the parties and supersedes all prior discussions and negotiations.

12. Modification. This AMENDMENT 2 may be modified only by a written agreement signed by the parties hereto done as after action as required by law, which may include a public hearing and approval by the City Council of the City.

13. Choice of Law. The interpretation and enforcement of this AMENDMENT 2 shall be governed by the laws of the State of Washington; further, the parties agree to be subject to the jurisdiction of the State of Washington and that venue of any action shall lie in Snohomish County, Washington.

14. Purpose and Construction of Agreement. This AMENDMENT 2 shall not be, construed or characterized as an admission of liability or wrongdoing on the part of any party and shall be given a balanced and neutral construction.

Executed this _____day of _____2017

City of Lake Stevens

By:_____
John Spencer, Mayor

KR-N9, LLC,
a Washington Limited Liability Company

By: _____
_____Manager/Member

Gray1 Washington, LLC
A Washington Limited Liability Company

By:_____
_____Manager/Member

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

DRAFT

CHICAGO TITLE COMPANY

ATTACHMENT A LEGAL DESCRIPTION The "Property"

PLAT CERTIFICATE

SCHEDULE A

(Continued) Order No.: 5610895

LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 221.48 FEET;
THENCE NORTH 87°34' WEST 731.82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6;
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET;
THENCE NORTH 61°8' EAST 793.48 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B:

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET; TO THE WEST LINE;
THENCE NORTH 13°52' EAST 221.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 331.58 FEET;
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION;
THENCE SOUTH 320 FEET;
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE WEST LINE OF 109TH AVE N.E.;
THENCE NORTH 13°52' EAST 553.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 280.89 FEET;
THENCE NORTH 89°07' WEST 1078.84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY;
THENCE SOUTH 1°06' WEST 291.95 FEET TO THE NORTH LINE OF BLOCK 2 BAILYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS;
THENCE NORTH 81°23' EAST 212.49 FEET;

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 66 RUCKER BROS UNRECORDED PLAT)

PARCEL D:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET;
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°55' WEST 296.14 FEET;
THENCE NORTH 23°57' WEST 294.61 FEET;
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME 134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES.

(TRACTS 67 AND 68 RUCKER BROS. UNRECORDED PLAT).

PARCEL E:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, THENCE SOUTH 29 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT 72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 949828;
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE OF 612.61 FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NO. 188734;
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET;
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET;
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET;
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215.05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 841842;
THENCE SOUTH 88°30'14" WEST 840.99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797;
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.35 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 15-A, AND
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS UNRECORDED PLAT).

PARCEL F:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254.16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368.92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ON THE SAME COURSE 558.70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD;
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280.89 FEET;
THENCE NORTH 22°55' WEST ON CENTERLINE OF COUNTY ROAD 219.9 FEET;
THENCE NORTH 89°41'30" EAST 614.95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570.52 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE WEST 15 FEET FOR ROAD.

(TRACTS 72 AND 73 RUCKER BROS UNRECORDED PLAT)

PARCEL G:

LOTS 1 AND 5 BLOCK 2, PLAT OF BAILEY'S THIRD ADD. TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL H:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, AS FOLLOWS:

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 288.6 FEET TO POINT OF BEGINNING;
THENCE NORTH 370.4 FEET;
THENCE SOUTH 89°19' WEST 646 FEET;
THENCE SOUTH 2°22' WEST 295.7 FEET;
THENCE SOUTH 1°36' WEST 74.7 FEET;
THENCE EASTERLY TO THE POINT OF BEGINNING;
EXCEPT ROAD OFF THE WESTERLY SIDE OF SAID TRACT BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.

(ALSO KNOWN AS A PORTION OF TRACT 87, RUCKER BROTHERS UNRECORDED).

PARCEL I:

THE NORTH 396.4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 216.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST 740.34 FEET;
THENCE SOUTH 1°36' EAST 281.6 FEET;
THENCE SOUTH 13°45' WEST FOR 244.4 FEET;
THENCE SOUTH 23.92 FEET;
THENCE NORTH 84°16" EAST 783.94 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048.

PARCEL J:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87° 19' WEST FOR 216.06 FEET;
THENCE SOUTH 1° 06' WEST FOR 396.4 FEET TO TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19' WEST FOR 756.2 FEET;
THENCE SOUTH 13° 45' WEST FOR 123.6 FEET;
THENCE SOUTH FOR 54.1 FEET;

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SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

THENCE EAST TO A POINT WHICH IS 177 FEET SOUTH OF AND BEARS SOUTH 1° 06' WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 1° 06' EAST FOR 177 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PARCEL OF LAND LYING EAST OF THE CALLOW ROAD AND BETWEEN THE NORTH AND SOUTH LINES OF THE ABOVE DESCRIBED TRACT AS EXTENDED WESTERLY TO THE EAST LINE OF CALLOW ROAD;
EXCEPT THE WEST 165 FEET AS MEASURED ALONG THE NORTH LINE OF SAID TRACT OF THE NORTH 115 FEET OF SAID TRACT AS MEASURED ALONG THE EASTERLY MARGIN OF CALLOW ROAD;
EXCEPT THAT PORTION CONVEYED TO PAUL R. CURNETT BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9612190391, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87° 19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1° 06' WEST FOR 396.40 FEET;
THENCE SOUTH 87° 19'00" WEST FOR 572.20 FEET, THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19'00" WEST FOR 19 FEET;
THENCE SOUTH 13° 45'00" WEST FOR 115 FEET;
THENCE NORTH 87° 19'00" EAST FOR 30 FEET;
THENCE NORTH 08° 21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1° 24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024.65 FEET (1026.42 FEET DEED);
THENCE SOUTH 81° 02'31" WEST (SOUTH 81° 13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1° 24'35" EAST, (NORTH 1° 06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87° 36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7° 30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82° 29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87° 36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING.

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

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LEGAL DESCRIPTION

PARCEL K:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET;
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°19' EAST FOR 165 FEET;
THENCE SOUTH 13°45' WEST FOR 115 FEET;
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD;
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19'00" WEST FOR 572.20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19'00" WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19'00" EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL L:

PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 96-109709 RECORDED UNDER AUDITOR'S FILE NUMBER 9612200070, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026.42 FEET;

THENCE SOUTH 81°13' WEST 212.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 81°13" WEST 776.84 FEET;
THENCE NORTH FOR 569.64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH

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SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

1°06' EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°06' WEST FOR 480.60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTIODN 6 A DISTANCE OF 1,024.65 FEET (1,026.42 FEET DEED);
THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24'35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905,
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 359.2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION;
THENCE NORTH 589.64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIOP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

PARCEL M:

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

PARCEL N:

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528.

(ALSO KNOWN AS LOTS B, C & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

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

ATTACHMENT B
LISTING OF ISSUED PERMITS AND APPROVALS

DESCRIPTION	FILE/PERMIT #	STATUS
BINDING SITE PLAN		
4 phases	**LUA2017-0042**	In process 3-15-17 On hold pending 2nd Amendment
ROW VACATION		
107th	**LUA2017-0043**	Council Hearing April 25, 2017
109th	**LUA2017-0061**	On hold per City request
CIVIL PLANS		
TESC	**LUA2017-0067**	On hold pending 2nd Amendment
Clearing and Grading	**LUA2017-0067**	On hold pending 2nd Amendment
Road and Drainage	**LUA2017-0067**	On hold pending 2nd Amendment
Sewer	**LUA2017-0067**	On hold pending 2nd Amendment
Water	**LUA2017-0067**	On hold pending 2nd Amendment
WSDOT Callow/92	**JA8373-02-0910**	Approved
CONSTRUCTION		
Removal of Residences		Complete
Debris Removal		Under Construction 4-21-15
Construction Fencing		Under Construction 4-21-15
Construction of Access		Under Construction 4-21-17
Temporary Culverts		Under Construction 4-21-17
TESC		Under Construction 4-21-17
BUILDING PERMITS		
Vault permit	**BLD2017-0221**	On hold pending 2nd Amendment
Retaining Walls	**BLD2017-0223**	On hold pending 2nd Amendment
Residential	**BLD2017-0222**	Approved 4-24-17
OTHER PERMITS		
NOI-NPDES	**WAR305297**	Publication Complete 4-19
Forest Practices	**2815715**	Approved by City 4-20
Temporary Access	**PWD2017-0030**	Approved
ROW permit Callow		Pending LSSD
UTILITY AGREEMENTS		
Snohomish PUD water	**DEA**	Complete 4-19-17
Snohomish PUD power	**application and fees**	In design 4-18-17
LS Sewer District	**DEA**	Complete 4-10-17
Puget Sound Energy		Design pending PUD

NOTES:

1. construcion began on April 21
2. TESC installation began with access of temporary construction access
completion of TESC on hold pending 2nd Amendment and plan revisions

ATTACHMENT C - CONCEPTUAL SITE PLAN



LOT TABLE

Phase	Lots
1	24
2	114
3	77
4	35
TOTAL	250

LEGEND

\# LOT < 50' WIDE
\# LOT >= 50' WIDE

LAND PRO GROUP, INC

DISCLAIMER

DRAWING IS NOT TO SCALE AND IS FOR DEMONSTRATION PURPOSES ONLY.

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ATTACHMENT D - PHASING SCHEDULE

PHASE	DIVISION	LOT COUNT	TOTAL	SCHEDULE
Offsite Sewer				2017
PHASE 1	1	24		2017-2018
Total Lots in Phase I			24	
PHASE II	2	38		2018-2019
	3	32		2018-2019
	4	44		2019-2020
Total Lots in Phase II			114	
PHASE III	5	14		2020-2021
	6	42		2020-2021
	7	21		2021-2022
Total Lots in Phase III			77	
PHASE IV	8	14		2021-2022
	9	21		2021-2022
Total Lots in Phase II			35	

ATTACHMENT E

VOLUNTARY REVISIONS

The owners voluntarily agree to revise the development of the Property as set out in this Attachment E. Each revision is agreed by the parties to be a material inducement to City to enter this Amendment 2. City agrees to cooperate as provided for in this Attachment E.

A. Density

1. Owners agree to reduce the ORIGINAL unit lot count of 288 for the project under Section A.4 of this Attachment E to reduce impacts on City and partner agency infrastructure and capital facilities. For this document, unit lot will include the condominium structure and associated yard area.

2. The city has identified increasing "unit lot" sizes and providing parking areas as a preferred option to achieve a reduction in density.

    - Unit lots in Phase I shall have a minimum frontage width of 40 feet and an average lot size of not less than 3,600 square feet.
    - Unit lots in Phases II, III and IV shall be comprised of the following:
        i. Unit lots which have a minimum frontage width of 40 feet and an average lot size of not less than 4,000 square feet.
        ii. Unit lots which have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet.

    Notwithstanding the above the unit lots closest to the existing neighborhoods, near the eastern and southeastern boundaries, will have a minimum frontage width of 50 feet and an average lot size of not less than 5,000 square feet. In addition, Owners have revised irregularly shaped lots throughout the proposed development as shown in Attachment C.

3. Owners have proposed alternatives to reduce the unit count, such as:

    - Corner lots will have a minimum frontage width of not less than 50 feet;
    - Expanding park areas;
    - Eliminating all or some of the unit lots in the northeastern corner of the project that will be the most challenging to build; and
    - Increasing additional critical areas buffers throughout the project area.

City will give reasonable consideration to proposed alternatives, but is not bound to grant or approve any proposed alternatives.

4. However achieved under Section A.2, A.3 or a combination thereof, the Owners agree that on completion of the project, the maximum project density will not exceed 250 unit lots.

B. Critical Areas

1. Owners agree to provide an addendum to the critical areas report addressing voluntary buffer expansions, buffer enhancements and habitat corridor links.

2. Owners agree to increase buffer widths near parks in phases 3 and 4.

3. Owners agree to increase buffers in the northeastern corner of the project between phases 2 and 4 and between phase 4 and 109th Ave SE.

4. Owners agree to increase buffers east of Phase 4 on the eastern side of 109th Ave SE.

5. Owners agree to increase buffers throughout the project area where available and to provide buffer enhancements in critical areas buffers.

C. Transportation

1. Owners agree to use the City's current Engineering Design and Development Standards (Revision date May 18, 2016) for road sections within the development on the Property.

2. Owners agree to submit updated traffic information to the City to identify current conditions.

3. Owners agree to construct the following offsite improvements, under a separate permit:
    - Reconstruct Callow Road from SR-92 to Lundeen Parkway to include a minimum of two 11-foot travel lanes, striped shoulder, a pedestrian path or sidewalk on the east side of the road, and associated improvements such as walls or rockeries.
    - Construct section of Oak Road between Phases 1 and 3 of the project to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk and paved shoulder between 109th Ave NE and Callow Road, and associated improvements such as walls or rockeries; and
    - Construct 109th Ave NE between proposed roads J and K south to Oak Road to include at a minimum two 11-foot travel lanes, a pedestrian sidewalk on the west side of the road, and associated improvements such as walls or rockeries; and
    - Construct 30th Street NE between 109th Ave NE and Cedar to include at a minimum two 11-foot travel lanes, paved shoulder, a pedestrian sidewalk on the north side of the road, and associated improvements such as walls or rockeries.

4. Owners agree to install traffic calming features, e.g., bulb outs along Oak Road and 30th Street NE at appropriate intersections that may include 109th Ave NE, 107th Ave NE and Road B in Phase 1 or alternatively the Owners agree to install stop-controlled intersections at appropriate intersections to be determined at the construction plan design.

5. Owners will identify current bus routes with Community Transit that may affect the project and comply with any request of Community Transit for a bus halt or stop.

DRAFT

6. Owners agree to demarcate areas throughout the development to accommodate on-street or off-street parking due to the high-density configuration.

7. In the event the Owners application for the vacation of a portion of 109th Ave NE unopened Right-of-Way is granted and the Right-of-Way is vacated by the City; the Owners will provide the City an easement on a form acceptable to City to allow access to the stormwater pond on Parcel No. 00953400099400. Owners and the Public Works Director or designee will coordinate an acceptable access standards as part of the Right-of-Way vacation application.

8. Consistent with city code, the City agrees to provide credits for right-of-way acquisition costs when these fees are applied to construction of offsite transportation improvements.

9. Consistent with city code, the City agrees to provide credits for traffic impact fees when these fees are applied to construction of offsite transportation improvements. The fees, design or other reports associated with the permit applications for the road improvements described above and all costs associated with construction of these improvements may be credited to the traffic impact mitigation fees to the extent allowed by City Code.

10. The City agrees to be the applicant on road projects that may require an Army Corps permit for the following road improvements:
    - Reconstruction of Callow Road from SR-92 to Lundeen Parkway;
    - Reconstruction of a section of Oak Road between Phases 1 and 3 of the Nourse Development;
    - Construction of 30th Street NE between 109th Ave NE and Cedar; and
    - Construction of 109th Ave NE between proposed roads J and K south to Oak Road.

11. The Owners of the Nourse Development will be responsible for any fees, design or other reports associated with the permit applications for the road improvements and all costs associated with construction of the improvements located within the Nourse Development or along the frontage of the Nourse Development.

12. The City shall be responsible for its proportionate share of costs, for the improvements described in the sections above for any improvements, which are not along the development's frontage, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.

D. Fire

1. Owners agree to meet the intent and comply with the current fire code for all residential occupancies. Specifically, Owners agree to provide appropriate temporary and permanent secondary accesses for phases with more than 30 unit lots at locations mutually agreed with

the City and Lake Stevens Fire District in specific divisions or provide sprinklers to unit lots that cannot meet this requirement.

2. Owners agree to install appropriately hydrants and cul-de-sacs in accordance with current City code.

E. Schools

1. Owners agree to coordinate with the Lake Stevens School District on appropriate locations for bus stops, to construct same and to provide appropriate signage and staging areas at the bus stops.

F. Parks and Landscaping

1. Owners agree to expand park areas in all phases.
    - Tract 990, to be dedicated to the City upon completion, shall expand to the north and include parking
    - Tract 994 (Phase 3) would be reduced along slope to west and generally expanded to the east.
    - Tract 995 (Phase 4) would be reduced along slope to west and generally expanded to the east.
2. Owners agree to revise trails to be such that the overall length of the trails is reduced. The trails shall be widened where feasible. The City will not accept trail dedications.
3. Owners agree to provide screening on SR-92 per LSMC 14.76.090. The screening shall include the extension of the screening from the intersection of SR-92 and Callow Rd north along 92 to the east end of the Nourse Development.
4. Owners agree to provide screening in the southern division of Phase 3 to screen neighborhood to south. The screening shall be a minimum of 20-feet wide.
5. The City agrees to provide credits for park impact fees when these fees are applied to construction of public park improvements consistent with city code.

G. **Stormwater**

1. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Callow Road.
2. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along Oak Road.
3. Owner shall work with the City to design and construct appropriately-sized stormwater infrastructure and conveyance system along 30th St NE.
4. The City shall be responsible for its proportionate share of costs, for the improvements described in the sections above, when the construction costs exceed contributions from traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.

5. The Owners will dedicate Tract 990 (stormwater and park tract) to the City upon recording of an approved binding site plan and transfer ownership of all structures located therein upon completion of construction, subject to the following conditions:

    - The City will grant an easement to the Owners for perpetual use of the stormwater vault and associated infrastructure by the development for purposes of stormwater control over and within the identified area;
    - The Owners agree to require a binding covenant on the development to ensure that that the development will only contribute routine and normal quantities and quality of stormwater into the system; and
    - The Owners agree to establish a binding covenant requiring the Condominium Association and/or individual property owners to pay the City a monthly assessment for purposes of maintaining, repairing and replacing the stormwater infrastructure until such time that the City may expand its stormwater utility to transfer individual stormwater facilities into public ownership and establish a citywide utility charge for the same.

DRAFT

EXHIBIT 2

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2007-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND L116-1 NOURSE, LLC, PURSUANT TO RCW 36.70B.200.

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

WHEREAS, Owner owns approximately 70.10 acres within the City of Lake Stevens, legally described as set forth in the attached Development Agreement (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 the Development Agreement attached hereto as Exhibit A, and the City Council has determined that it is in the public interest to approve the Development Agreement, 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. The Development Agreement between the City of Lake Stevens and L116-1 Nourse, LLC, which is attached hereto as Exhibit A, 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 and APPROVED by the Mayor this 26th day of March, 2007.

CITY OF LAKE STEVENS

By _____
Vern Little, MAYOR

Attest:

By _____
Norma Scott, CITY CLERK

Approved as to from:

By _____
Grant K. Weed, CITY ATTORNEY

EXHIBIT NO. 2

200706140102.001

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, 29060600402901, 29060600402800, 29060600403600, 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

EXHIBIT NO. 2

200706140102.002

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 been titled 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
Authorized Agent

CITY OF LAKE STEVENS

By _____
Vern Little
Mayor

Approved as to form:

_____, City Attorney

200706140102.006

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 SLY 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 612 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 ALGSEC 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 NO. 2

200706140102.007

Exhibit A

[Continued]

00385700200100:
BAILY'S 3RD ADD TO L 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 04FTTPB TH S87*19 00W 740 34FT TH S01*36 00E281 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 NE1/4 SW1/4 SEC 6 DAF - BEG AT CTR SD SEC TH S87*19 00W DIST 216 06FT TH S01*0600W 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 NE1/4 SW1/4 SEC 6 DAF - CGM 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 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 CERTAIN TR LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROLNG & 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 THBEARS S87*32 17W FR TPB TH N87*32 17E DIST 175FT TO TPB

EXHIBIT NO. 2

200706140102.009

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 & REV 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 NO. 2

200706140102.010

EXHIBIT B

City of Lake Stevens Ordinance 719
1-12-2006

Order: 5610896 Doc: SN:2007 200706140102 Page 10 of 43 Created By: bsheckler Printed: 3/9/2011 11:42:22 AM PST

EXHIBIT NO. 2

200706140102.011

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE 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

EXHIBIT NO. 2

200706140102.012

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

/wpf/ls/Ord Greenspace Annexation Final

200706140102.013

City of Lake Stevens

Ordinance No. 719

APPROVED AS TO FORM

GRANT K WEED, City Attorney

First Reading	*October 17th 2005*
Second Reading:	*December 27th 200*
Final Reading.	*January 12th 2006*
Published:	*January 13th 2006*
Effective Date	*January 18th 2006*

EXHIBIT NO. 2

200706140102.014

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

EXHIBIT NO. 2

200706140102.015

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 ORDNANCE 586 EFFECTIVE JUNE 29, 1998,

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

EXHIBIT NO. 2

200706140102.016

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

EXHIBIT NO. 2

200706140102.017

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 SHORELANDS,

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,

EXHIBIT NO. 2

200706140102.018

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

EXHIBIT NO. 2

200706140102.019

CORNER OF BAILY'S FIRST ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 65, 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

EXHIBIT NO. 2

200706140102.020

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 78^0 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**

EXHIBIT NO. 2

200706140102.021

EXHIBIT THREE

Planning Commission Recommendations **December 13, 2005**
Amended by City Council at a Public Hearing **December 27, 2005**
Amended by City Council at City Council Meeting 3rd and final reading **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 Urben 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

6 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 Figura 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 implemanting 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.

(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 "Ghaffari" 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

EXHIBIT NO. 2

200706140102.023

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

EXHIBIT NO. 2

200706140102.024

FIGURE 3
L104-1 GHAFFARI 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

EXHIBIT NO. 2

200706140102.026

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
For Approval of a Conditional Use Permit	)	

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

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 RoxanneJustice, 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, Washington [1] *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 feet [2] 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

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

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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*

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 1-25, 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 interseet 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*

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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

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*

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[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

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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 *LSMC 14 88 830(c)*

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

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 fess 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 [10]

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 ay 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

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

EXHIBIT NO. 2

200706140102.041

EXHIBIT D

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

Order: 5610896 Doc: SN:2007 200706140102 Page 41 of 43 Created By: bsheckler Printed: 3/9/2011 11:42:23 AM PST

EXHIBIT NO. 2

200706140102.042

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

EXHIBIT NO. 2

200706140102.043

under 197-11-340(2), the lead agency will not act on this proposal for 14 days from the date below

The mitigation measures adopted with this determination include

1 Development of the project in accordance with a site plan approved by the Hearings Examiner and in substantial compliance with the site plan submitted as part of the land use application

2 Issuance of a Certificate of Concurrency under LSMC 14 110 070(b)

3 Payment prior to issuance of a building permit, of a traffic impact mitigation fee as required by LSMC 14 110 and as identified in a traffic impact analysis report prepared for this project The fee amount will be as determined by the Hearings Examiner as part of Conditional Use Permit approval

4 Payment of a park mitigation fee in an amount calculated pursuant to LSMC 14 20 080 or LSMC 14 20 090, or land dedication as provided by LSMC 14 120 100

5 Payment of a school impact mitigation fee in accordance with the Capital Facilities Plan as adopted by the Lake Stevens School District.

6 Compliance with critical area provisions of Title 14 of the Lake Stevens Municipal Code, including wetland, wetland buffering, slope protection, erosion safeguards Temporary impacts that may occur as a result of construction to on-site and off-site wetland buffers and other critical areas will be restored to the condition that existed prior to development or as indicated on the approved site plan

7 Development in accordance with a drainage plan and grading plan as approved by the City as part of project approval

8 Compliance with other elements of Title 14 of the Lake Stevens Municipal Code

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by November 1, 2006 The Responsible Official may incorporate any substantial comments into the MDNS If the MDNS is substantially modified it will be re-issued for further public review

Appeals: You may appeal this mitigated determination of non-significance by submitting an appeal to the address below prior to 5 00 P M on November 1, 2006 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

All comments or appeals are to be directed to City Hall, P O Box 257, Lake Stevens WA, 98258

EXHIBIT 3

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 27th day of June, 2011.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma I. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Published: July 6, 2011
Effective Date: June 27, 2011

Exhibit No. 1

Return Address:

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

CONFORMED COPY
201107150061 14 PGS
07/15/2011 9:15am $75.00
SNOHOMISH COUNTY, WASHINGTON

Please print or type information

Document Title (or transactions contained therein):
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)

Grantor(s) (Last name first, then first name and initials):

Gray1 Washington, LLC, a Washington limited liability company and Colby RE, LLC, a Washington limited liability company

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

City of Lake Stevens, a Washington municipal corporation

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

SEC 06 TWP 29 RGE 06

Legal descriptions are attached as "Schedule A" and "Schedule B" to this document

Assessor's Property Tax Parcel/Account Number: 29060600403300, 29060600403200, 29060600403100, 29060600403000, 29060600402900, 29060600402901, 29060600402800, 29060600403600, 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.

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 13th day of July, 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:

> 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**

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 7TH DAY OF July, 2011.

OWNER:
Colby RE, LLC

By: _____
~~Rob Disotell~~ OYSTEIN SETVIK
AUTHORIZED AGENT (Title)

CITY OF LAKE STEVENS:

By: _____
Vern Little, Mayor

OWNER:
Gray1 Washington, LLC

By _____
Keith Horne, President

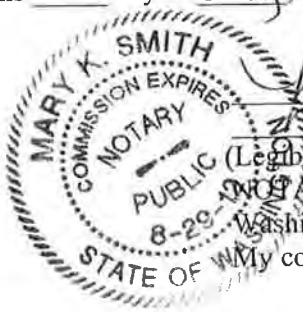
APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Oystein Selvik is the person who appeared before me, and said person acknowledged that (HE)/SHE signed this instrument, on oath stated that (HE)/SHE was authorized to execute the instrument and acknowledged it as the OFFICER of Opusbank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7th day of July, 2011.



Mary K. Smith
Mary K. Smith
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at Marysville
My commission expires 8/29/2017

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument, on oath stated that HE/SHE was authorized to execute the instrument and acknowledged it as the OFFICER of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2011.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

ACKNOWLEDGMENT

State of California
County of San Diego)

On July 8, 2011 before me, Teresa Jacoby, Notary Public
(insert name and title of the officer)

personally appeared Keith J. Horne
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERESA JACOBY
Commission # 1896267
Notary Public - California
San Diego County
My Comm. Expires Jul 23, 2014

Signature _____ (Seal)

CHICAGO TITLE COMPANY

PLAT CERTIFICATE
SCHEDULE A

(Continued) Order No.: 5610895

LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 221.48 FEET;
THENCE NORTH 87°34' WEST 731.82 FEET TO THE NORTH AND SOUTH LINE THROUGH CENTER OF SECTION 6;
THENCE SOUTH ON THE NORTH AND SOUTH CENTERLINE 630 FEET;
THENCE NORTH 61°8' EAST 793.48 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 64 RUCKER BROS. UNRECORDED PLAT)

PARCEL B:

ALSO BEGINNING AT THE QUARTER CORNER ON THE EAST LINE OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET; TO THE WEST LINE;
THENCE NORTH 13°52' EAST 221.48 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 331.58 FEET;
THENCE NORTH 87°56' WEST TO THE CENTER LINE OF THE SECTION;
THENCE SOUTH 320 FEET;
THENCE SOUTH 87°34" EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 65 RUCKER BROS UNRECORDED PLAT)

PARCEL C:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 5 AND 6, 1881.24 FEET;
THENCE NORTH 85°33' WEST 2062.39 FEET TO THE WEST LINE OF 109TH AVE N.E.;
THENCE NORTH 13°52' EAST 553.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 13°52' EAST 280.89 FEET;
THENCE NORTH 89°07' WEST 1078.84 FEET MORE OR LESS TO THE WEST LINE OF TRACT DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797 AND PROJECTED SOUTHERLY;
THENCE SOUTH 1°06' WEST 291.95 FEET TO THE NORTH LINE OF BLOCK 2 BAILYS 3RD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS;
THENCE NORTH 81°23' EAST 212.49 FEET;

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87°56' EAST TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 66 RUCKER BROS UNRECORDED PLAT)

PARCEL D:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 5 AND 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH ALONG LINE BETWEEN SAID SECTIONS, 1881.24 FEET;
THENCE NORTH 85°33'25" WEST 2062.39 FEET;
THENCE NORTH 13°52'10" EAST 833.95 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°55' WEST 296.14 FEET;
THENCE NORTH 23°57' WEST 294.61 FEET;
THENCE SOUTH 88°30'14" WEST TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO DOMECELE KRIZUS BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 162797, IN VOLUME 134 OF DEEDS, PAGE 625, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG SAID EAST LINE TO A POINT NORTH 89°07'14" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°07'14" EAST TO THE TRUE POINT OF BEGINNING;
EXCEPT THE EASTERLY 15 FEET FOR ROAD PURPOSES.

(TRACTS 67 AND 68 RUCKER BROS. UNRECORDED PLAT).

PARCEL E:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, THENCE SOUTH 29 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 87°19' WEST 216.06 FEET TO THE NORTHEAST CORNER OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89°19' WEST ALONG THE NORTHERLY LINE OF SAID KRIZUS TRACT 72.54 FEET TO THE SOUTHEAST CORNER OF THE DONAHUE TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 949828;
THENCE NORTH ALONG THE EASTERLY LINE OF SAID DONAHUE TRACT A DISTANCE OF 612.61 FEET TO THE CENTER LINE OF A ROAD CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NO. 188734;
THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 53°21' EAST 139.6 FEET;
THENCE SOUTH 75°14' EAST ALONG SAID CENTER LINE 393.8 FEET;
THENCE SOUTH 49°55' EAST ALONG SAID CENTERLINE 87.7 FEET;
THENCE SOUTH 33°08' EAST ALONG SAID CENTERLINE 480.8 FEET;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 23°57' EAST 215.05 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE HAINES TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 841842;
THENCE SOUTH 88°30'14" WEST 840.99 FEET TO THE EASTERLY LINE OF THE KRIZUS TRACT AS CONVEYED UNDER AUDITOR'S FILE NO. 162797;
THENCE NORTHERLY ALONG SAID EASTERLY LINE 252.35 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF LYING NORTH OF THE SOUTH LINE OF SECONDARY STATE HIGHWAY NO. 15-A, AND
EXCEPT THE EASTERLY 15 FEET FOR ROAD.

(TRACT 69 AND A PORTION OF TRACT 75 AND 82 RUCKER BROS UNRECORDED PLAT).

PARCEL F:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE NORTH ON THE LINE BETWEEN SECTIONS 5 AND 6 1254.16 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 87°55'57" WEST ON THE 1/16TH LINE 1368.92 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ON THE SAME COURSE 558.70 FEET MORE OR LESS TO THE CENTER OF THE COUNTY ROAD;
THENCE NORTH 13°52'10" EAST ON THE CENTER LINE OF THE COUNTY ROAD 280.89 FEET;
THENCE NORTH 22°55' WEST ON CENTERLINE OF COUNTY ROAD 219.9 FEET;
THENCE NORTH 89°41'30" EAST 614.95 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 0°43'33" WEST ON THE 1/16 LINE 570.52 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE WEST 15 FEET FOR ROAD.

(TRACTS 72 AND 73 RUCKER BROS UNRECORDED PLAT)

PARCEL G:

LOTS 1 AND 5 BLOCK 2, PLAT OF BAILEY'S THIRD ADD. TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

PARCEL H:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SECONDARY STATE HIGHWAY NO. 15-A, AS FOLLOWS:

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

THENCE SOUTH 87° 19'00" WEST FOR 572.20 FEET, THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87° 19'00" WEST FOR 19 FEET;
THENCE SOUTH 13° 45'00" WEST FOR 115 FEET;
THENCE NORTH 87° 19'00" EAST FOR 30 FEET;
THENCE NORTH 08° 21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M.;
THENCE SOUTH 1° 24'35" WEST ALONG THE CENTERLINE OF SAID SECTION 6 A DISTANCE OF 1024.65 FEET (1026.42 FEET DEED);
THENCE SOUTH 81° 02'31" WEST (SOUTH 81° 13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1° 24'35" EAST, (NORTH 1° 06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87° 36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7° 30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82° 29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87° 36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING.

PARCEL K:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19' WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.4 FEET;
THENCE SOUTH 87°19' WEST TO THE EASTERLY LINE OF THE CALLOW ROAD, THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°19' EAST FOR 165 FEET;
THENCE SOUTH 13°45' WEST FOR 115 FEET;
THENCE SOUTH 87°19' WEST FOR 165 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID CALLOW ROAD;
THENCE NORTH 13°45' EAST FOR 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued) Policy No.: 005610895

LEGAL DESCRIPTION

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, BEGINNING AT THE CENTER OF SAID SECTION;
THENCE SOUTH 87°19'00" WEST FOR 216.06 FEET;
THENCE SOUTH 1°06' WEST FOR 396.40 FEET;
THENCE SOUTH 87°19'00" WEST FOR 572.20 FEET THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19'00" WEST FOR 19 FEET;
THENCE SOUTH 13°45'00" WEST FOR 115 FEET;
THENCE NORTH 87°19'00" EAST FOR 30 FEET;
THENCE NORTH 08°21'48" EAST FOR 112.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL M:

ALL THAT PORTION OF LOT 2 BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 237 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

(ALSO KNOWN AS LOT A OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510)

PARCEL N:

LOTS 1 AND 2, BLOCK 5, BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF SAID LOT 2 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 80°03'34" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 234 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 5, OF SAID PLAT 234 FEET SOUTH 74°53' WEST OF THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
ALSO EXCEPT THE WEST 10 FEET AND THE SOUTH 15 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NUMBER 2400528.

(ALSO KNOWN AS LOTS B, C & D OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2387510).

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No.: 005610895

LEGAL DESCRIPTION

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

CHICAGO TITLE COMPANY

PLAT CERTIFICATE
SCHEDULE B

(Continued) Order No.: 5610896

LEGAL DESCRIPTION

PARCEL A:

THE NORTH 396.4 FEET AS MEASURED ALONG THE EAST LINE OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°19' WEST 216.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°19' WEST 740.34 FEET;
THENCE SOUTH 1°36' EAST 281.6 FEET;
THENCE SOUTH 13°45' WEST FOR 244.4 FEET;
THENCE SOUTH 23.92 FEET;
THENCE NORTH 84°16" EAST 783.94 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 1272048.

PARCEL B:

BEGINNING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°06' WEST ALONG THE CENTER LINE OF SAID SECTION 6 FOR 1,026.42 FEET;

THENCE SOUTH 81°13' WEST 212.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 81°13" WEST 776.84 FEET;
THENCE NORTH FOR 569.64 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST ALONG THE SOUTH LINE OF SAID LONG TRACT TO A POINT WHICH BEARS NORTH 1°06' EAST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°06' WEST FOR 480.60 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 1°24'35" WEST ALONG THE CENTER LINE OF SAID SECTIODN 6 A DISTANCE OF 1,024.65 FEET (1,026.42 FEET DEED);

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE B

(Continued)

Policy No.: 005610896

LEGAL DESCRIPTION

THENCE SOUTH 81°02'31" WEST (SOUTH 81°13' WEST DEED) A DISTANCE OF 212.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°24'35" EAST (NORTH 1°06' EAST DEED) A DISTANCE OF 474.50 FEET (480.60 FEET DEED) TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO JOSEPH A. LONG AND MARIE A. LONG, HIS WIFE, RECORDED UNDER AUDITOR'S FILE NUMBER 1387084, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 87°36'23" WEST ALONG THE SOUTH LINE OF SAID LONG'S TRACT A DISTANCE OF 582.63 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 7°30'18" WEST A DISTANCE OF 7.28 FEET;
THENCE NORTH 82°29'42" WEST A DISTANCE OF 41.72 FEET TO SAID SOUTH LINE OF LONG'S TRACT;
THENCE NORTH 87°36'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 42.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE EAST MARGIN OF SNOHOMISH COUNTY ROAD, SURVEY NO. 905,

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE EAST 359.2 FEET ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION;
THENCE NORTH 589.64 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIOP 29 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 84°16'12" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.
LESS THE NORTH 20 FEET FOR ROAD.

ALSO KNOWN AS PARCEL 1 OF BOUNDARY LINE ADJUSTMENT 96-109709 RECORDED UNDER AUDITOR'S FILE NUMBER 9612200070

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RECEIVED
JUL 19 2007
CITY OF LAKE STEVENS

Exhibit No. 2

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, 29060600402901, 29060600402800, 29060600403600, 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 been titled 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
Authorized Agent

CITY OF LAKE STEVENS:

By: _____
Vern Little
Mayor

Approved as to form:

_____, 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 SLY 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 612.61 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 OOE 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 ALGSEC 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 L 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 216.04FTTPB TH S87*19 00W 740.34FT TH S01*36 00E281.6FT 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 NE1/4 SW1/4 SEC 6 DAF - BEG AT CTR SD SEC TH S87*19 00W DIST 216.06FT TH S01*0600W 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 NE1/4 SW1/4 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 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 CERTAIN TR LD CONV TO JOSEPH A LONG AF 1387084 TH S87*32 17W ALG SD PROLNG & 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 THBEARS 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 & REV 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

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE 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

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.

APPROVED AS TO FORM:

Grant K. Weed

GRANT K. WEED, City Attorney

First Reading:	*October 17th 2005*
Second Reading:	*December 27th 200*
Final Reading:	*January 12th 2006*
Published:	*January 13th 2006*
Effective Date:	*January 18th 2006*

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

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 ORDNANCE 586 EFFECTIVE JUNE 29, 1998;

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

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

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 SHORELANDS;

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;

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

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:

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 78^0 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.**

EXHIBIT THREE

Planning Commission Recommendations **December 13, 2005**
Amended by City Council at a Public Hearing **December 27, 2005**
Amended by City Council at City Council Meeting 3rd and final reading **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.

(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 "Ghaffari" 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.

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

FIGURE 3
L104-1 GHAFFARI 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

BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS

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

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

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, Washington.[1] *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 feet.[2] 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

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

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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.*

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 1-25; 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

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property in accordance with the requirements of [Title 14] as well as any additional requirements imposed by the Council. *LSMC 14.08.010.*

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

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.*

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[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

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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. *LSMC 14.88.830(c).*

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

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).*

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 fess 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.*

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:[10]

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 ay 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.

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[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.

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.

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

THEODORE PAUL HUNTER
Hearing Examiner

EXHIBIT D

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

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

under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below.

The mitigation measures adopted with this determination include:

1. Development of the project in accordance with a site plan approved by the Hearings Examiner and in substantial compliance with the site plan submitted as part of the land use application.
2. Issuance of a Certificate of Concurrency under LSMC 14.110.070(b).
3. Payment prior to issuance of a building permit, of a traffic impact mitigation fee as required by LSMC 14.110 and as identified in a traffic impact analysis report prepared for this project. The fee amount will be as determined by the Hearings Examiner as part of Conditional Use Permit approval.
4. Payment of a park mitigation fee in an amount calculated pursuant to LSMC 14.20.080 or LSMC 14.20.090, or land dedication as provided by LSMC 14.120.100.
5. Payment of a school impact mitigation fee in accordance with the Capital Facilities Plan as adopted by the Lake Stevens School District.
6. Compliance with critical area provisions of Title 14 of the Lake Stevens Municipal Code, including wetland, wetland buffering, slope protection, erosion safeguards. Temporary impacts that may occur as a result of construction to on-site and off-site wetland buffers and other critical areas will be restored to the condition that existed prior to development or as indicated on the approved site plan.
7. Development in accordance with a drainage plan and grading plan as approved by the City as part of project approval.
8. Compliance with other elements of Title 14 of the Lake Stevens Municipal Code.

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by November 1, 2006. The Responsible Official may incorporate any substantial comments into the MDNS. If the MDNS is substantially modified it will be re-issued for further public review.

Appeals: You may appeal this mitigated determination of non-significance by submitting an appeal to the address below prior to 5:00 P.M. on November 1, 2006. 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.

All comments or appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258.

BOARD 5 OF 10

EXHIBIT 7

NOURSE LANDSCAPE PLAN



LAND PRO GROUP, INC

DISCLAIMER
DRAWING IS NOT TO SCALE AND IS FOR DEMONSTRATION PURPOSES ONLY.

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NOURSE PLAN REVISION (250) HOME SITES



LOT TABLE

Phase	Lots
1	24
2	114
3	77
4	35
TOTAL	250

LEGEND

- LOT < 50' WIDE
- LOT >= 50' WIDE

LAND PRO GROUP, INC

DISCLAIMER

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LDC
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EXHIBIT 8

NOURSE PHASING PLAN



LOT TABLE

Phase	Lots
1	24
2	114
3	77
4	35
TOTAL	250

LEGEND

- LOT < 50' WIDE
- LOT >= 50' WIDE

LAND PRO GROUP, INC

DISCLAIMER

DRAWING IS NOT TO SCALE AND IS FOR DEMONSTRATION PURPOSES ONLY.

LDC
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Wetland Resources, Inc.
Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance

9505 19th Avenue S.E.
Suite 106
Everett, Washington 98208
(425) 337-3174
Fax (425) 337-3045

VOLUNTARY BUFFER IMPROVEMENT PLAN

FOR

NOURSE PROJECT

LAKE STEVENS, WA

Wetland Resources, Inc. Project #17103

Prepared By
Wetland Resources, Inc.
9505 19th Avenue SE, Suite 106
Everett, WA 98208
(425) 337-3174

Prepared For
KR-N9, LLC
10515 20th St SE, #202
Lake Stevens, WA 98258

June 7, 2017

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Appendix A: Map Exhibits
Buffer Improvement Plan Maps, Sheets 1/3 to 3/3

1.0 INTRODUCTION

Wetland Resources, Inc. completed a site investigation on April 3, 2017, within the 70.42-acre assemblage located southeast of the intersection of SR92 and Callow Road. The purpose of the site investigation was to evaluate voluntary measures that could improve the ecological function of the site.

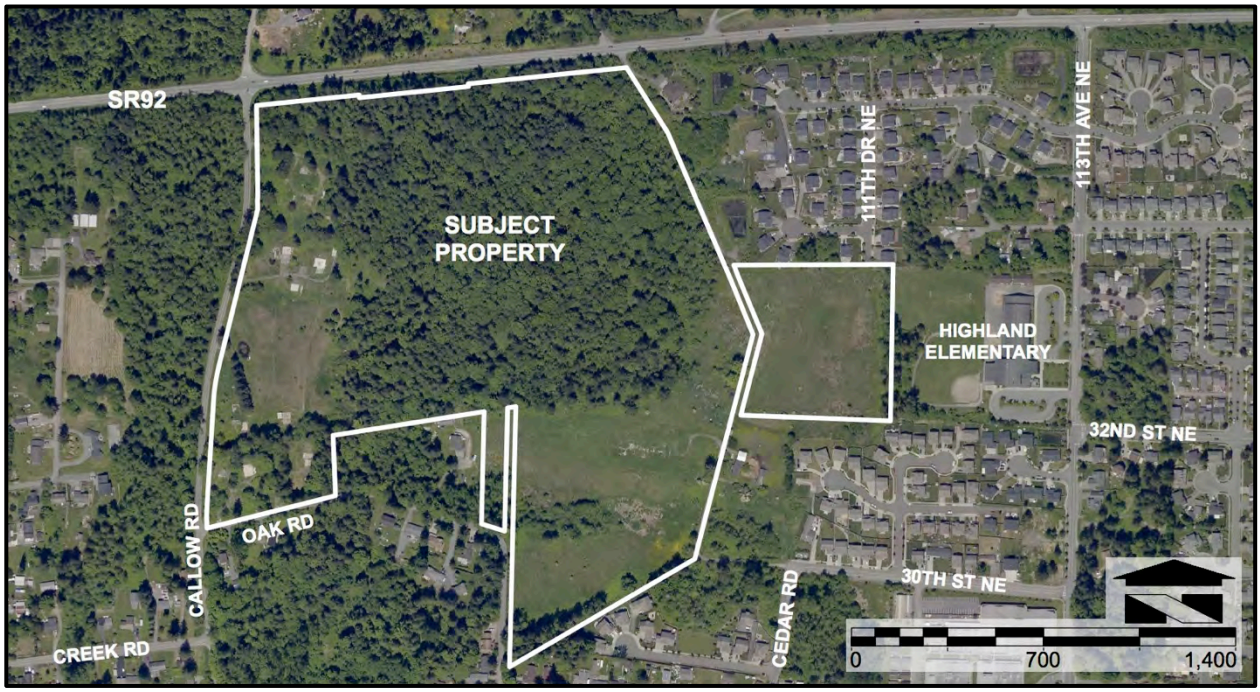


Figure 1: Aerial view of the subject property

1.1 SITE DESCRIPTION

The subject properties are located in the city of Lake Stevens. Access is from the west via Callow Road, or from the northeast via 111th Drive NE. The assemblage is surrounded by a mix of low-density and medium-density residential development, an elementary school, and undeveloped land. The majority of the site consists of second-growth forest. An extensive wetland/stream corridor exists in the forested portion of the site. The southern and eastern portions of the site were historically used for agricultural purposes and are currently unmaintained pasture areas.

On-site vegetation consists of pasture grasses, second-growth forest, and ornamental vegetation. Species observed within the pasture include: fescue, velvetgrass, common rush, reed canarygrass, creeping buttercup, and Himalayan blackberry. Canopy cover in the forested portion includes: Douglas fir, western hemlock, western red cedar, big-leaf maple, black cottonwood, and red alder. Understory vegetation in the forested portion includes: salmonberry, vine maple, red elderberry, sword fern, false lily-of-the-valley, skunk cabbage, and piggyback plant.

2.0 PROPOSED PROJECT

The applicant is proposing to develop 250 single-family residential lots and associated infrastructure, which will be constructed in four phases. The developer has contracted WRI to prepare a report that identifies and proposes measures that will improve ecological functions at the site relative to the existing condition. The recommendations of this report are voluntary measures; the developer's decision to implement this proposal represents an act of good land stewardship, and is not a response to any regulatory requirement imposed by the City of Lake Stevens or other entity.

WRI has determined that buffer improvement is best achieved through the dedication of otherwise developable area as additional buffer, and through enhancement of all low quality buffer areas on the site. The developer has agreed to voluntarily implement this proposal.

To achieve a functional uplift of buffer functions, the developer agrees to dedicate 5.93 acres of developable area as buffer and provide enhancement of 5.09 acres of buffer that is within fallow pasture. The majority of the buffer addition area (4.32 out of 5.93 acres) consists of second-growth forest, and is contiguous with the existing wetland/stream corridor. The remaining 1.61 acres will be enhanced as a portion of the overall 5.09-acre buffer enhancement area. See Figure 2 below.

	Approved Plans	**Current Proposal**
Site Area	3,067,421 SF (70.42 acres)	3,067,421 SF (70.42 acres)
Wetland/Stream Area	353,088 SF (8.11 acres)	353,088 SF (8.11 acres)
Total Buffer Area	667,652 (15.33 acres)	925,924 SF (21.26 acres)
Total Wetland+Buffer Area	1,020,740 SF (23.43 acres)	1,279,012 SF (29.36 acres)
Percentage of Site Protected	33.3%	41.7%

Table 1. Area Comparisons Between Approved and Proposed Plans



Figure 2: Buffer Improvement Overview

3.0 Buffer Improvement Plan

In order to achieve a functional uplift, the developer proposes buffer enhancement (totaling 5.09 acres), and dedication of additional buffer (totaling 5.93 acres). Buffer enhancement will be achieved by removing aggressive, non-native species, and planting Douglas fir, western hemlock, Sitka spruce, western red cedar, and big-leaf maple seedlings at 9-foot spacing within all portions of the buffer that are not currently forested. A total of 3,189 trees will be planted in these areas. This installation effort will also satisfy a large portion (3,189/3,894) of the requirement to install native trees as described in the Tree Retention Plan prepared for this project (Author: Group Four, Inc., Title: L116-1 Nourse Tree Retention Plan, Date: 9/15/06). See section below, entitled *On-Site Functions and Values Assessment*, for more detailed discussion of the expected ecological benefits of this proposal.

Maintenance and monitoring will occur consistent with the Tree Retention Plan prepared by Group Four for this project. This plan requires overall survivorship standards and the presence of a minimum of five native tree species. Monitoring will occur annually, and success will be determined using vegetation transects and permanent photo points. The substantive requirements of the Tree Retention Plan are re-stated below in the section entitled *Monitoring and Maintenance Program*.

3.1 Invasive Species Removal Plan

All aggressive non-native species, including but not limited to Himalayan blackberry (*Rubus bifrons*) and reed canarygrass (*Phalaris arundinacea*), will be removed prior to tree installation. Himalayan blackberry shall be removed. Consultation with a licensed applicator should occur to determine if removal by chemical means is appropriate. If native plants are present near blackberry or reed canarygrass, care should be taken to ensure that both above- and below-ground portions are left undisturbed. Ongoing removal and treatment of invasive species will

continue throughout the five-year monitoring period. Throughout the monitoring period, any blackberry that re-sprouts shall be promptly and carefully removed. All blackberry debris, including roots, stems, and foliage, shall be hauled off site after removal.

3.2 PLANTING PLAN

3.2.1 Buffer Improvement Planting Area

After invasive plant removal is complete, native trees will be installed within the buffer improvement area. Native seedlings will be installed on 9-foot centers. The placement of individual plants shall mimic natural, asymmetric vegetation patterns, and can be planted individually or in clusters. Prior to installation, all specified trees must conform to guidance set forth in the section below, entitled *Planting Notes*.

Latin Name	Common Name	Form	Spacing	Quantity
Pseudotsuga menziesii	Douglas fir	Seedling	9 Feet	991
Tsuga heterophylla	Western hemlock	Seedling	9 Feet	991
Acer macrophyllum	Big-leaf maple	Seedling	9 Feet	638
Picea sitchensis	Sitka spruce	Seedling	9 Feet	284
Thuja plicata	Western red cedar	Seedling	9 Feet	285

Table 2. Buffer Improvement Plantings

3.2.2 Planting Notes

The following planting notes are adapted from The Woodland Workbook (Elefritz, Atkinson, & Fitzgerald, 2006).

Pre-Planting Meeting

Prior to control of invasive species or installation of mitigation plantings, a site meeting between the contracted landscaper and the consulting wetland professional shall occur to resolve any questions that may arise. During this meeting, a discussion regarding plant spacing and locations of plant species shall occur between the landscape contractor and the consulting wetland professional.

Timing

Trees usually are pulled from nursery beds in the winter when they are dormant, and then stored in coolers to maintain dormancy. Dormant trees are most resistant to stress from handling/planting. If seedlings are planted in fall, they are not fully dormant and are more susceptible to stresses from handling. Avoid planting at this time if possible, and take extra care if planting must occur during this period. Winter to early spring is the ideal time to plant in the lower elevations west of the Cascades (January through the end of March). Avoid frozen or dry soil, snow, hot or dry weather, and especially avoid dry and windy days.

Moisture

Desiccation kills root tips and interferes with the tree's ability to make food. Seedlings are usually packed in a special bag or box designed to maintain moisture and prevent desiccation. Keep bags or boxes tightly closed at all times prior to planting. Check to make sure roots are moist when

picked up from the nursery, and check for adequate moisture during storage. Risk of damage to seedlings increases significantly when temperatures exceed 40°F.

Temperature
Ideal storage temperature is from 34 to 36°F. Maintain these temperatures from the time the seedlings leave the nursery until they are planted.

Transport and Storage
When transporting seedlings, keep them cool. If possible, transport at night, during cooler times of the day, in a refrigerated or insulated truck, or cover with a thermal blanket (available at forestry supply dealers). Plant seedlings within 3-4 days if they are stored at temperatures above 42°F.

On-Site Handling
Avoid dropping or throwing bags or boxes. Keep them in the shade during the day. Take a manageable number of seedlings from the storage container, dip them in water, and place them in a planting bag or bucket. Cover roots with something damp (moss, sawdust, wet rag, etc.). Don't leave seedlings submerged in water for more than one minute. Avoid exposing roots to the air or touching roots when planting. Don't remove the tree from the bag until the planting hole is excavated.

Seedlings must be protected from extremes in moisture and temperature. Plants shall be handled so as to avoid all physical damage, including: breaking, bruising, root damage, sunburn, drying, freezing or other injury. Plants must be covered during transport. Do not remove from containers until ready to plant. Water all plants as necessary to maintain appropriate moisture levels.

Weeding
Non-native and invasive vegetation in the planting areas will be aggressively removed from the entire buffer area at the time of installation and on a routine basis within the restoration areas throughout the monitoring period.

Planting Pits
Clear a spot approximately one foot in diameter. Break up the sides of the pit in compacted soils. Remove soil down to the hilt of the shovel. Set plants upright in pits. Backfill shall be worked back into holes such that air pockets are removed without adversely compacting soils.

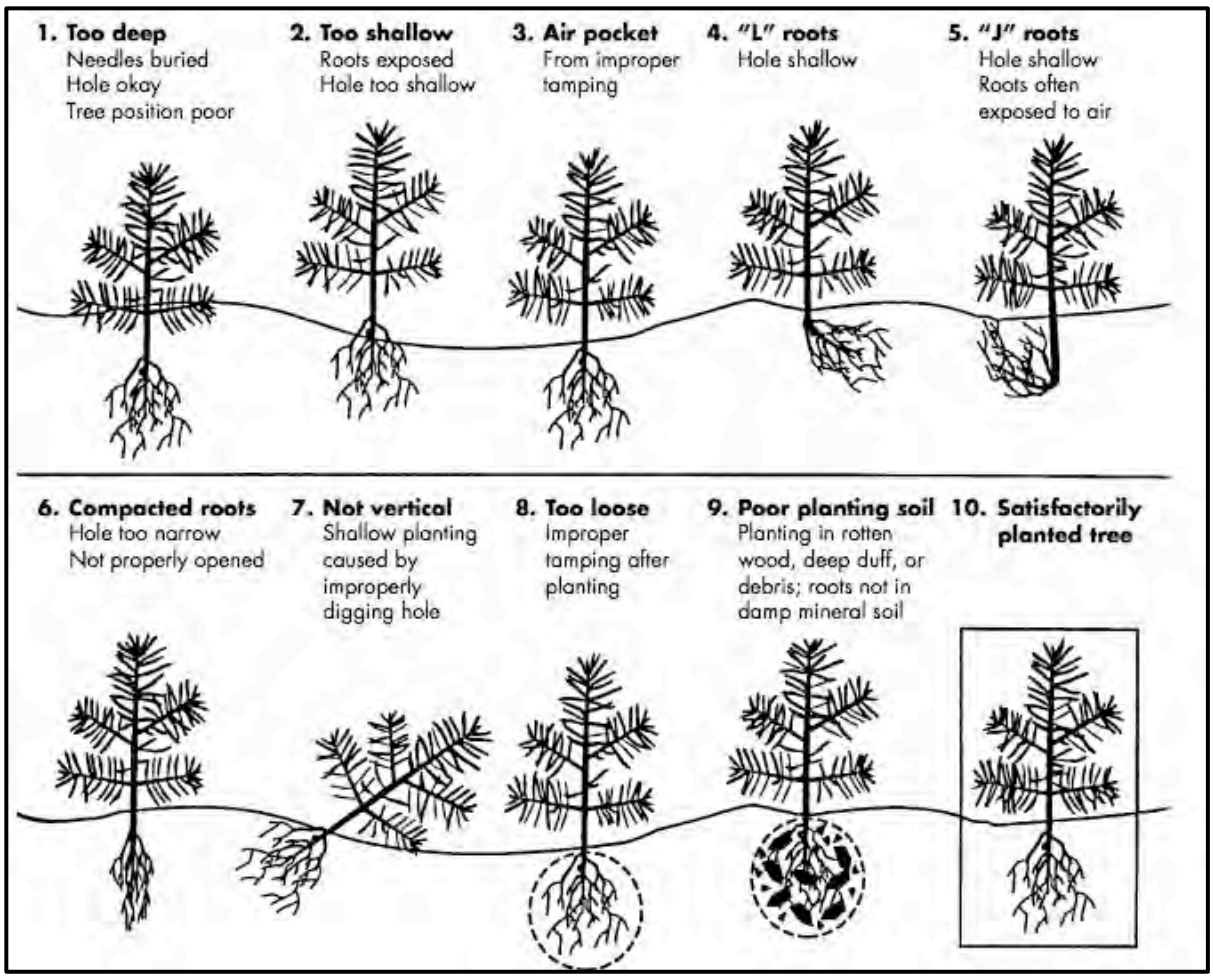


Figure 3: Common Planting Mistakes
(Source: Reforestation Practices in Southwestern Oregon and Northern California, Oregon State University Forest Research Lab)

Arrangement and Spacing
The plants shall be arranged in a pattern with the appropriate numbers, sizes, species, and distribution that are required in accordance with the approved plans. The actual placement of individual plants shall mimic natural, asymmetric vegetation patterns found on similar undisturbed sites in the area. Spacing of the plantings may be adjusted to maintain existing vegetation with the agreement of the landscape designer, wetland biologist, and/or City staff.

Inspection(s)
A wetland biologist shall be present on site to inspect the plants prior to planting. Minor adjustments to the original design may be required prior to and during construction.

4.0 MONITORING AND MAINTENANCE PROGRAM

The following monitoring and maintenance plan is re-stated from the Tree Retention Plan for L116-1 Nourse (Author: Group Four, Inc., Date: 9/15/06).

4.1 MONITORING GOALS AND OBJECTIVES

Goal:

Replace lost functions and values of significant trees including screening and shading, habitat structure, and species diversity in the project area

Objective:

1. Replace 1,298 removed significant trees by planting 3,894 native trees in the project area.

2. Maintain species richness and diversity consistent with pre-construction levels.

Performance Standard:

1. Survival of planted trees will be a minimum of 80% after five years. Staged survivability requirements include:
   - 100% Survivability after Year 1
   - 90% Survivability after Year 2
   - 80% Survivability after Year 3
   - 80% Survivability after Year 4
   - 80% Survivability after Year 5

2. A minimum of 5 native tree species will be present and each species will comprise at least 10% of the surviving trees after five years.

Evaluation Method:

Vegetation transect sampling, visual inspection

Adaptive Management:

Mortality Cause	Adaptive Management Options
Drought/Stress	• Substitute failing species with plants more suited to site conditions • Increase irrigation • Remove competing vegetation from plant pits • Apply mulch in mitigation area
Herbivory	• Implement deterrent techniques such as installing tubes around the base of trees/shrubs
Human disturbance	• Install fencing around the mitigation areas • Construct boardwalks

4.2 MONITORING METHODS

A company that is qualified to perform professional restoration monitoring services will be retained by the Applicant to implement the Monitoring Plan.

Vegetation Transects

Vegetation transects will be used to collect plant survivability and species richness data. The Certified Arborist will establish transect locations, length, and width in the field so that species composition is adequately represented. Transects will be permanently marked using rebar and PVC pipe. Individual trees included in the Time Zero count will be tagged with a uniquely identifying permanent marker.

Visual Inspection

Permanent photo points will be established at each transect to provide a visual record of vegetation development and general mitigation success.

4.3 MONITORING SCHEDULE

Yearly monitoring is necessary to evaluate the success of the mitigation, to determine if the performance standards are being met, and to assess maintenance requirements. There will be two site visits conducted per monitoring year, which include Time Zero and Year 1 through 5. At the end of each monitoring inspection a report will be prepared and submitted to the City of Lake Stevens Planning and Community Development Department.

During the Time Zero site visit, transects, quadrats, and photo points will be established and baseline data collected. Data collected in subsequent years will be compared with the baseline to determine if the performance standards are being met and if adaptive management options should be implemented.

4.4 SUPERVISION AND TIMING

The contractor shall be responsible for protecting existing vegetation and staking the construction areas in the field. It is preferable to time planting so that it correlates with the rainy season (generally late October through March) to allow early plant establishment, decrease plant stress, and increase the probability of plant survival. Dry season planting may require supplemental watering or an above-ground irrigation system. A contractor familiar with

landscape installation shall perform all planting work and all planting shall be under the supervision of a qualified foreperson and the Certified Arborist. The Certified Arborist shall be on site during the planting to provide guidance regarding plant selection, placement, and any changes to the original tree retention plan.

4.5 MAINTENANCE

Maintenance is required throughout the monitoring period. This includes, but is not limited to replanting, watering and irrigation, erosion control, invasive control, herbivory control, and removing trash. At the beginning of each monitoring year, an appropriate maintenance schedule will be coordinated between the Applicant, landscaper, and Certified Arborist.

5.0 ON-SITE FUNCTIONS AND VALUES ASSESSMENT

The intent of this voluntary buffer improvement plan is to improve ecological functions over current conditions. The following narrative generally describes the functions provided by buffers, and specifically relates their known functions to the subject site for both the current and post-improvement condition. This method clearly demonstrates the gain in function that is expected to occur over time.

5.1 METHODOLOGY

The methodology for this functions and values assessment is based on professional opinion developed through past field analyses and interpretations. This assessment pertains specifically to on-site buffers, but is typical for assessments of similar systems throughout Western Washington. The basis of the assessment comes from review and analysis of the Best Available Science document titled *Wetlands in Washington State Volume 1: A Synthesis of the Science* (Sheldon et al., 2005).

5.2 GENERAL BUFFER FUNCTIONS AND VALUES

Wetland buffers provide complementary support to the functions and values provided by wetlands. Wetlands are commonly thought to perform three general categories of functions:
1) water quality improvement, 2) hydrologic control, and 3) wildlife habitat. The following describes specific contributions made by wetland buffers to support these wetland functions and values.

Water Quality

Buffers improve water quality by removing sediment, toxics, and toxicants from surface waters that pass through the buffer. Vegetated buffers are capable of bacteria/nutrient uptake and cycling. Through the process of adsorption, dissolved pollutants can bind to clay and humus in the soil. Shade and wind protection maintain water temperature, which improves water quality via increased capacity to carry dissolved oxygen.

Hydrologic functions

Vegetated wetland buffers reduce flow velocities during heavy rain events, which offsets the timing of peak flows entering surface channels.

Wildlife Habitat
Many birds, mammals, and amphibians use wetland buffers for some part of their life-history needs. High-value buffers provide a diverse transition between aquatic and terrestrial habitat. Buffers are primarily effective for their ability to provide screening from adjacent human development, forage sources, and connectivity between otherwise isolated habitats.

5.3 Current Buffer Functions and Values

The subject property consists of two zones: dense second-growth forest, and fallow pasture. The forested portion of the site performs all buffer functions at a high level. Specifically, the forest is a diverse, vegetated corridor that connects wetlands, streams, and significant upland area, and provides screening from adjacent development. The pasture, a relatively flat area consisting of primarily invasive species (reed canarygrass and Himalayan blackberry), provides some water quality and hydrologic control benefits, but provides poor habitat for terrestrial species, and limited habitat for avian species (passerine birds and hawks/eagles/owls). The lack of species diversity, screening, and connectivity between various habitat types are the most significant limiting factors.

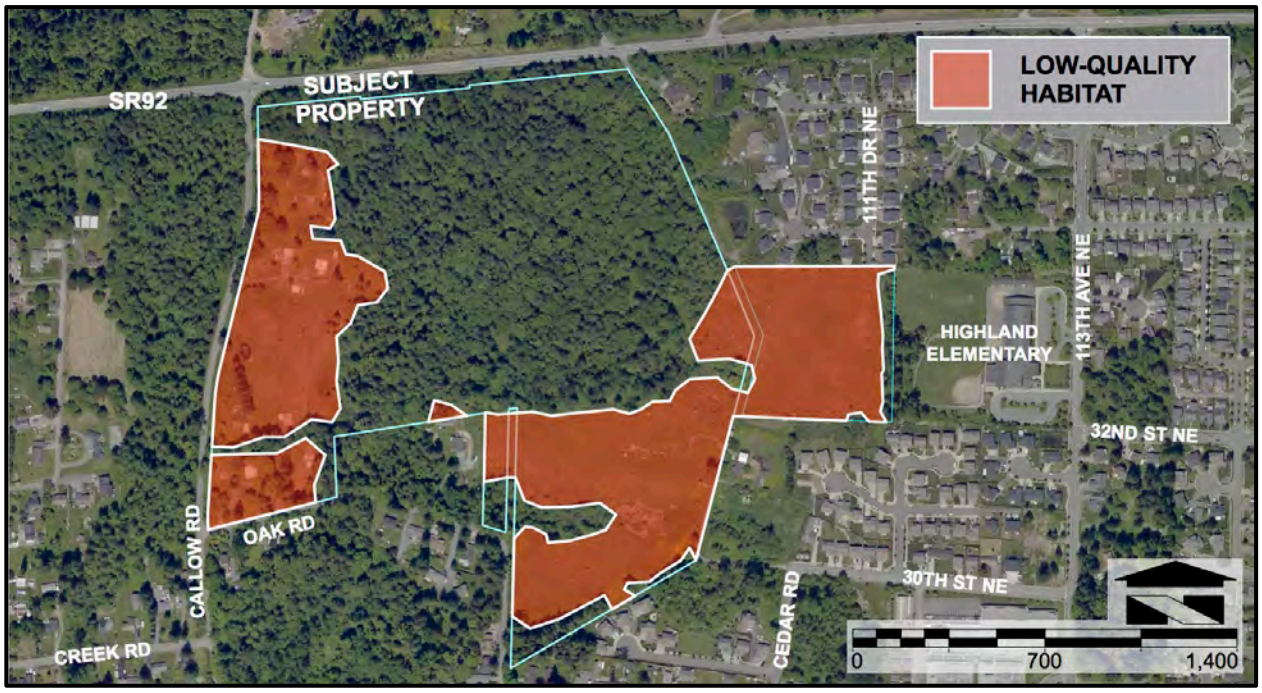


Figure 4: On-Site Low-Quality Habitat

5.3.1 Opportunities for On-Site Buffer Improvement

The largest gain in functions would be achieved by maintaining existing forested areas that surround riparian areas. Preserving large patches of habitat and maintaining a wide vegetated corridor would improve wildlife habitat significantly.

A secondary objective would be to improve existing buffer functions in low quality areas by eventually creating a closed canopy. This would serve to passively reduce cover by invasive species, and create conditions where more diverse native vegetation could colonize in the sub-canopy. The benefit to functions would be to provide a screened corridor and connection

between wetland habitat in the eastern portion of the site and the larger second-growth forest, and to increase foraging opportunities in the buffer.

5.4 Analysis of Proposed On-Site Buffer Improvement

As previously stated, the highest priorities for on-site buffer improvement are to dedicate additional buffer in the forested portion of the site, and to promote a closed canopy in the lower quality portions of the site. In consideration of this analysis, the applicant proposes the following as improvement measures: permanent protection of 5.93 acres adjacent to on-site critical areas, and enhancement of 5.09 acres of low quality pasture area.

5.4.1 Dedication of Additional Buffer

The developer proposes to permanently protect 5.93 acres of developable area within the site. The majority of the additional buffer area consists of second-growth forest (4.32 acres). This proposal maintains a high-functioning riparian corridor and increases the area of high-quality habitat that exists on-site. The remaining 1.61 acres of low quality pasture will be enhanced with native trees, and will provide canopy cover and increased habitat value over time.

This proposal is primarily intended to increase wildlife habitat through connectivity to multiple habitat types, and by preservation of a significant habitat area. Furthermore, the wider forested buffer will screen the riparian area from future residential development.

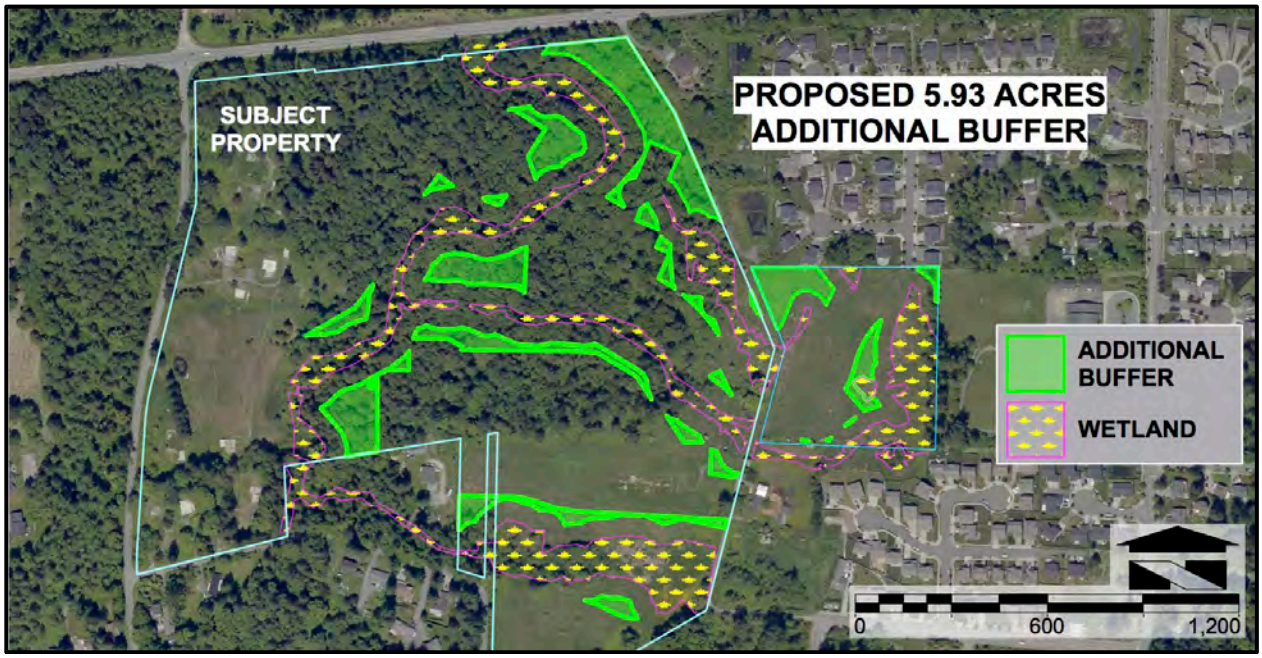


Figure 5: Proposed Additional Buffer

5.4.2 Enhancement of Low Quality Pasture Areas

The developer proposes to enhance 5.09 acres of low quality pasture area with diverse native tree species. Invasive species will be removed from the site, and 3,189 seedlings representing five different species will be installed within the low quality buffer areas. This proposal is intended to create a closed canopy within these areas over time. Shade will limit future dominance by

invasive species, and the seed source in the adjacent forest will provide for colonization by native species within the sub-canopy.

The eventual closed canopy will provide screening from residential development. It will also improve species diversity in the understory, which will provide forage opportunities for terrestrial and avian species. Overall, this proposal will result in a significant improvement in wildlife habitat functions.

5.4.3 Conclusion

The proposed buffer improvement plan is expected to both protect the functions and values of existing high-quality riparian habitat, and to provide a significant lift to the functions and values provided by low quality buffer areas within the site. As a voluntary measure, this proposal represents a thoughtful approach to land development that will result in significant ecological benefit.

6.0 Use Of This Report

This plan is supplied to KR-N9, LLC, as a means of improving on-site ecological conditions. This report is based largely on readily observable conditions and, to a lesser extent, on readily ascertainable conditions. No attempt has been made to determine hidden or concealed conditions.

The laws applicable to wetlands are subject to varying interpretations and may be changed at any time by the courts or legislative bodies. This report is intended to provide information deemed relevant in the applicant's attempt to comply with the laws now in effect.

The work for this report has conformed to the standard of care employed by wetland ecologists. No other representation or warranty is made concerning the work or this report and any implied representation or warranty is disclaimed.

Wetland Resources, Inc.



Niels Pedersen
Senior Ecologist



John Laufenberg
Principal Ecologist
Professional Wetland Scientist

7.0 REFERENCES

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L116-1 NOURSE BUFFER IMPROVEMENT PLAN MAP
SITE OVERVIEW

VOLUNTARY ENHANCEMENTS

5.93 ACRES PROPOSED ADDITIONAL BUFFER

5.09 ACRES PROPOSED BUFFER ENHANCEMENT

INSET 1 (SHT 2/3)

INSET 2 (SHT 3/3)

SUBJECT PROPERTY

CALLOW ROAD

SR 92

36TH ST NE

11TH DR NE

34TH PL NE

31ST PL NE

OAK ROAD

30TH ST NE

CEDAR ROAD

28TH ST NE

SPRUCE ROAD

LEGEND

- BUFFER ENHANCEMENT
- WETLAND
- ADDITIONAL BUFFER

Scale 1" = 275'

0 275 550

Wetland Resources, Inc.
Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance
9505 19th Avenue S.E. Suite 106 Everett, Washington 98208
Phone: (425) 337-3174
Fax: (425) 337-3045
Email: mailbox@wetlandresources .com

Buffer Improvement Plan Map
L116-1 Nourse
Site Overview and Inset 1

KR-N9 LLC
Attn: Patrick McCourt
10515 20th Street SE, 202
Lake Stevens, WA 98258

Sheet 1/3
WRI Job#: 17103
Drawn by: NP
Date: 06/7/2017

L116-1 NOURSE BUFFER IMPROVEMENT PLAN MAP

MITIGATION PLAN MAP INSET 1

PARCEL BOUNDARY

INSET 2

MATCH LINE SEE SHEET 3/3

NORTH

Scale 1" = 100'

0 50 100 150 200

LEGEND

WETLAND

ADDITIONAL BUFFER

Wetland Resources, Inc.
Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance
9505 19th Avenue S.E. Suite 106 Everett, Washington 98208
Phone: (425) 337-3174
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Buffer Improvement Plan Map
L116-1 Nourse
Inset 1

KR-N9 LLC
Attn: Patrick McCourt
10515 20th Street SE, 202
Lake Stevens, WA 98258

Sheet 2/3
WRI Job#: 17103
Drawn by: NP
Date: 06/7/2017

L116-1 NOURSE BUFFER IMPROVEMENT PLAN MAP

MITIGATION PLAN MAP INSET 2

INSET 1

MATCH LINE
SEE SHEET 2/3

INSET 1

LEGEND

- WETLAND
- ADDITIONAL BUFFER
- BUFFER ENHANCEMENT

NORTH

Scale 1" = 100'

0 50 100 150 200

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Buffer Improvement Plan Map
L116-1 Nourse
Inset 2

KR-N9 LLC
Attn: Patrick McCourt
10515 20th Street SE, 202
Lake Stevens, WA 98258

Sheet 3/3
WRI Job#: 17103
Drawn by: NP
Date: 06/7/2017

NOURSE ONSITE STREET PARKING PLAN

EXHIBIT 10



PARKING COUNT TABLE

Phase	Lots	Driveway Parking Spaces	Onsite Street Parking Spaces	Parking Spaces Per Phase
1	24	48	13	61
2	114	228	75	303
3	77	154	94	248
4	35	70	63	133
PARK A				32
TOTAL	250	500	245	777

LEGEND

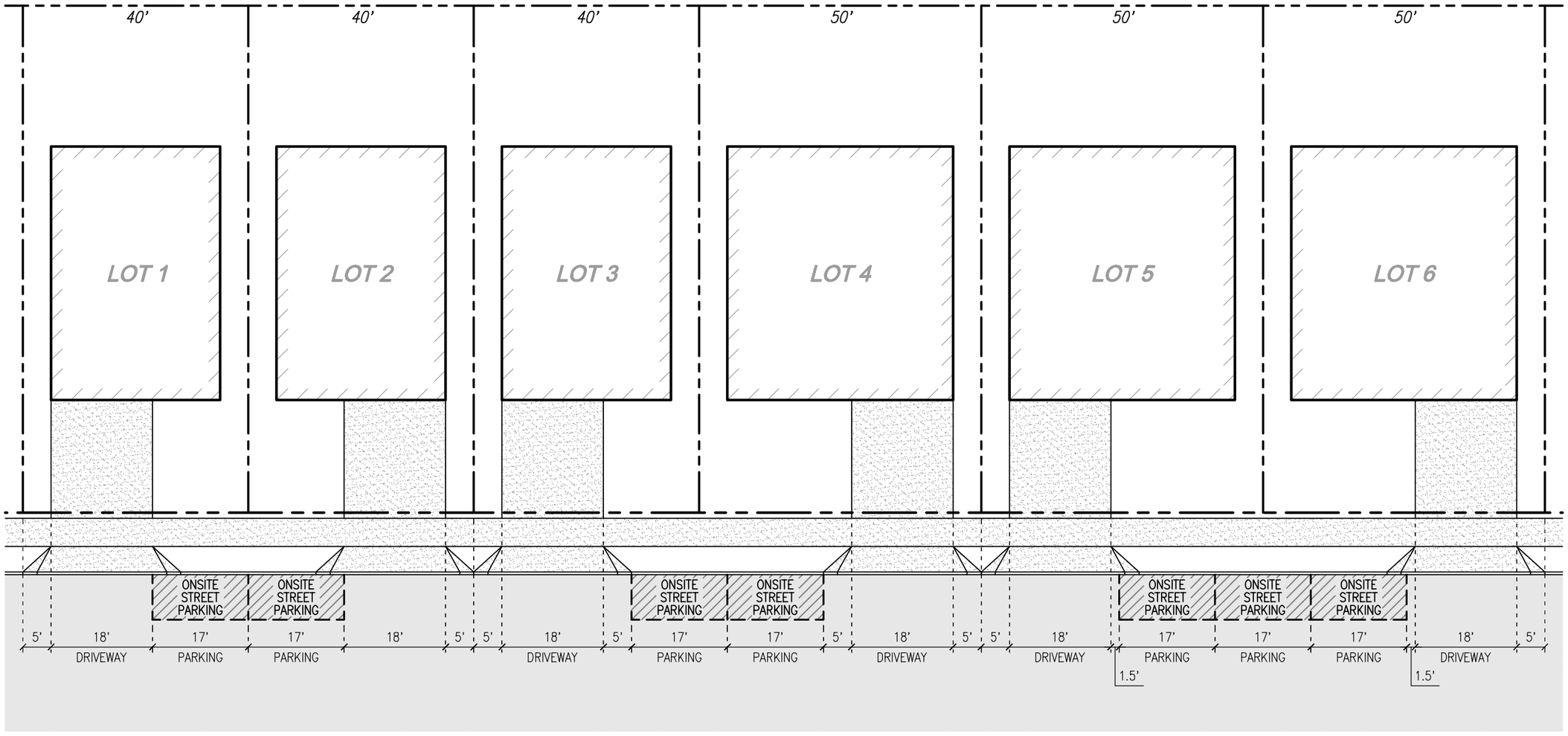
ONSITE STREET PARKING
(ALONG RED SIDE ONLY)

LAND PRO GROUP, INC

DISCLAIMER

DRAWING IS NOT TO SCALE AND IS FOR DEMONSTRATION PURPOSES ONLY.

LDC
www.LDCcorp.com



LAND PRO GROUP

NOURSE

ONSITE STREET PARKING DETAIL

LDC
THE CIVIL ENGINEERING GROUP

Engineering
Structural
Planning
Survey

20210 142nd Avenue NE
Woodinville, WA 98072

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

JOB NUMBER:	11-150A
DRAFTING BY:	BPC
DATE:	6-5-17
SCALE:	1’=20’

Drawing: P:\2011\11-150A Nourse Project\Drawings\Landscape Plan Update\LAS-06167PH-Parking-DT.dwg Plotted: Jun 05, 2017 - 3:53pm

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: 06-13-17

Subject: Acceptance of Vehicle Donation

Contact Person/Department: John Dyer, Chief of Police

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2017-010 Accepting a Donation of Personal Property from Joe W. Neverkewitz.

SUMMARY/BACKGROUND:

Several weeks ago, Commander Brooks and I were leaving the Police Department, when we saw the following vehicle, at the old Lake Stevens Auto Body shop, on Grade Road.



The vehicle had a for sale sign leaning against it for $6,500. We got out to admire the vehicle, and thought about what a wonderful outreach opportunity it would be for any Police Department.

We were soon joined by Joe W. Neverkewitz, the owner of the vehicle. We talked about the vehicle for a few minutes. As we said what a great vehicle this would be for a police agency, Mr. Neverkewitz spontaneously said he would donate it to the Lake Stevens Police Department. We will use it for parades, festivals, and community events. The folks here are very excited and already collecting antique police vehicle equipment (radio, radar, etc) to outfit it with, as well as making up a magnetic LSPD decal (from many years ago).

This is a great example of community support and individual generosity on Mr. Neverkewitz's part. We will make a decal for the vehicle to honor his donation, as well as naming him on a small sandwich board we will create, giving information about the car.

APPLICABLE RCW: Lake Stevens Municipal Code Section 3.60.050 provides that monetary and nonmonetary donations valued over $5,000 must be accepted by resolution of the City Council.

See also **RCW 35.21.100 Donations—Authority to accept and use.**

Every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.

BUDGET IMPACT: The cost of this vehicle will amount to operational costs (fuel, insurance, and maintenance).

ATTACHMENTS:

► Exhibit A: Resolution No. 2017-10

EXHIBIT A

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON ACCEPTING A DONATION OF PERSONAL PROPERTY FROM JOE W. NEVERKEWITZ.

WHEREAS, RCW 35.21.100 allows cities to accept donated money or property by Ordinance; and

WHEREAS, Lake Stevens Municipal Code Section 3.60 allows acceptance of donations of value greater than $5,000 by City Council Resolution; and

WHEREAS, a donor, Joe W. Neverkewitz has made a generous donation of one 1964, Ford, Custom.VST, Vehicle identification number 4J54C158083 valued at dollars ($5,900)

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

Section 1. Acceptance of Donation. The Lake Stevens City Council accepts the donation of one 1964, Ford, Custom.VST, Vehicle identification number 4J54C158083 valued at dollars ($5,900) from Joe W. Neverkewitz, the donor, to be allocated to the Police Department.

Section 2. Other Actions Authorized. The Lake Stevens City Council hereby authorizes the City Administrator or designee to take other actions necessary to implement this decision and to fulfill the donor's intent and the City's obligations.

PASSED by the City Council and APPROVED by the Mayor this 13th day of June, 2017.

CITY OF LAKE STEVENS

_____
John Spencer, Mayor

ATTEST:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

_____
Grant K. Weed, City Attorney

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: 06-13-17

Subject: Amending Lake Stevens Municipal Code Section 7.04 re Bicycle and Skate Regulations

Contact Person/Department: John Dyer, Chief of Police

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance No. 997, an Ordinance of the City of Lake Stevens, Amending Lake Stevens Municipal Code Section 7.04.010 Entitled "Definitions," and Chapter 7.36 Entitled "Bicycle and Skate Regulations," Establishing an Effective Date, Providing for Summary Publication, and Providing for Severability.

SUMMARY/BACKGROUND:

On April 20, 2017, a Lake Stevens citizen contacted me, regarding confusion with LSMC Section 7, which was adopted in 1997, in reference to bicycle operations. The citizen's son had come home from school to say that the School Resource Officer had given a class which included some instruction on bicycle operations that did not seem right to the citizen.

In doing research on this, the confusion was caused by the definition of "wheeled recreational device" which might be interpreted as applying to bicycles as well as motorized wheeled vehicles.

Peter Ojala, from the City Attorney's Office, worked with me to clarify the language, to clearly delineate between bicycles and wheel recreational devices, as well as clean up some other language.

I contacted the citizen with the proposed changes, and he thanked the city for the response to his concern.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

► Exhibit A: Ordinance 997

EXHIBIT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 997

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LAKE STEVENS MUNICIPAL CODE SECTION 7.04.010 ENTITLED "DEFINITIONS", AND CHAPTER 7.36 ENTITLED "BICYCLE AND SKATE REGULATIONS", ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SUMMARY PUBLICATION, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council desires to adopt this ordinance to be consistent with current practice and laws; and

WHEREAS, the City Council desires to clarify the use of bicycles, mopeds, motorized foot scooters, electric personal assistive mobility devices and other similar devices, including any other wheeled recreational devices on City property and Rights-of-Way; and

WHEREAS, the City Council wants to establish safe and legal guidelines for the use of wheeled recreational devices within the City for consistency with state law;

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

Section 1. LSMC 7.04.010 entitled "Definitions" is amended to read as follows:

7.04.010 Definitions:

A. Abandoned Vehicle. An "Abandoned Vehicle" is:

1. Any vehicle which remains unmoved on a public roadway or publicly owned property in excess of seventy-two (72) consecutive hours; or

2. Any vehicle having the appearance of an abandoned or inoperable vehicle, by having characteristics that include but are not limited to flat tire(s), broken windshield, extensive body damage, rusted, partially dismantled, wrecked, inoperative, expired tabs or accumulation of natural debris on or around the vehicle.

B. Bicycle means every device propelled solely by human power upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter (RCW 46.04.071). ~~Any non-motorized, pedal powered vehicle or any primarily pedal powered vehicle with an engine of no more than two gross brake horsepower~~.

C. Collector Street. A collector street is a street which carries traffic from minor streets to the major system of arterial streets and highways.

D. Major Street. A major street is an arterial street or road which has continuity and which serves as a collector and a distributor of traffic. Its major use is for fast, through traffic.

E. Minor Child. Any person under 18 years of age.

F. Minor Street. A minor street is supplementary to a major street, such as a wide street, loop street or cul-de-sac.

G. Motorized Foot Scooter. A device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.

H. Park, Parked, or Parking. “Park, Parked or Parking” means the standing, storing or leaving of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

I. Pedestrian Way. A right-of-way dedicated to public use, ten feet or more in width, which cuts across a block to facilitate pedestrian access to adjacent street and properties.

J. Registered Owner. The “Owner” of a vehicle is the current registered owner. The owner is presumed liable for any violations and expenses unless:

1. There is a report of sale on the vehicle;

2. The vehicle is reported stolen or taken without permission; or

3. The current actual owner can be identified and located, and ownership verified.

K. Road Closure. “Road Closure” means any public street, roadway, bridge or area to be traveled by vehicles that is restricted as to all vehicles or any class of vehicles for any period of time.

L. Sidewalk. “Sidewalk” or “Walkway” means that property between the curb lines or the lateral lines of a roadway and the adjacent property set aside, or identified as such, and intended for the use of pedestrians or a means of conveyance propelled by human power.

M. Street road. A right-of-way, dedicated to public use, which provides vehicular and pedestrian access to adjacent properties.

N. Skate. Any wheeled, recreational object designed to propel the person using that object, which includes but is not limited to; skateboards, roller skates, in-line skates or scooters.

O. User. Any person riding a “bicycle” or “skate”.

P. Vehicle. The term “vehicle” as used shall mean all instrumentalities capable of movement by means of circular wheels, skids or runners of any kind, along roadways or paths or other ways of any kind, specifically including, but not limited to, all forms of automotive vehicles, buses, trucks, cars, motorcycles, motorized go-carts, motorized scooters, and vans, all forms of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the

conveyance of persons or objects, and specifically including all such automobiles, buses, trucks, cars, vans, trailers, and mobile homes even though they may be at any time immobilized in any way and for any period of time of whatever duration.

Q. Wheeled Recreational Device. Any wheeled recreational object designed to propel the person using that object, with an internal combustion or electric motor, whether it be stood or sat upon or ridden in, and that is not required to obtain an display a Washington State vehicle license (RCW 46.16). For the purposes of this chapter, "wheeled recreational device" does not include motorcycles (RCW 46.04.330), motor driven cycles (RCW 46.04.332), mopeds (RCW 46.04.304), electric assisted bicycles (RCW 46.04.169) Electric Personal Assistive Mobility Devices (RCW 46.04.1695), Bicycles (RCW 46.04.071), or powered wheelchairs (RCW 46.04.415).

Section 2. LSMC Chapter 7.36 Entitled "Bicycle And Skate Regulations" is hereby amended to read as follows.:

Chapter 7.36
BICYCLE, ~~AND~~ SKATE, AND RECREATIONAL DEVICE REGULATIONS

Sections:

7.36.010 Purpose
7.36.020 Operation of Bicycles and Skate - Rules of the Road
7.36.025 Operation of Mopeds, EPAMDs, electric-assisted bicycles, motorized foot scooters – Rules of the Road
7.36.030 Operation of ~~Motorized Foot Scooters and/or~~ Wheeled Recreational Devices – Rules of the Road
7.36.040 Noise Restrictions
~~7.36.050 Sidewalks/Walkways~~
~~7.36.060 Bike Lanes~~
7.36.070 Unsafe or Reckless Operation of a Bicycle, Skate, or Scooter Prohibited
7.36.080 Voluntary Bicycle, Skate and Motorized Foot Scooters Registration
7.36.090 Removal of Factory Installed Braking Equipment
7.36.100 Helmets Required
7.36.110 Violation and Penalties
7.36.120 Forfeiture of a Bicycle, Skate(s), or Motorized Foot Scooter or Wheeled Recreational Devices
7.36.130 General Duty
7.36.140 Savings
7.36.150 Appeal
7.36.160 Severability

7.36.010 Purpose.

The City of Lake Stevens has created this Chapter to assist in protecting the public from harm, and to establish a uniform policy for the proper use of public rights-of -way by any Bicycle, Motorized Foot Scooter, and/or ~~wheeled recreational device~~ Wheeled Recreational Device and for the enforcement of violations.

The provisions of this chapter shall apply to ~~bike~~ Bicycle, S~~s~~kate, Motorized Foot Scooter ~~motorized foot scooters~~, and similar vehicles and to all other ~~wheeled recreational devices~~ Wheeled Recreational Devices that are not otherwise regulated by state law.

The regulations of this chapter shall not apply to any vehicle used by a disabled person as defined by RCW 46.16.381.

Nothing in this Chapter shall be interpreted to impose a duty on the City to provide or maintain roadways, sidewalks, paths or other surfaces to be safe for travel of any Wheeled Recreational Device, vehicle, or mode of transportation, unless and then only to the extent specifically required by the general laws of the State.

7.36.020 Operation of Bicycles and Skate - Rules of the Road.

A. The following sections of the Revised Code of Washington (RCW) pertaining to the operation of nonmotorized vehicles, including Bicycles, as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full: RCW 46.61.750, 46.61.755, 46.61.758, 46.61.760, 46.61.765, 46.61.770, 46.61.775, 46.61.780, and 46.61.790.

B. Any "~~u~~User" that enters or travels on a public right-of-way or City street must comply with all rules of the road set forth in WAC 308.330~~.~~ and the restrictions in Section A hereof, as if fully set forth herein.

C. Sidewalks/Walkways: Unless otherwise prohibited by proper signage, all "Users" using public sidewalks/walkways, constructed or assumed, must yield to pedestrians and must give a verbal warning if overtaking.

D. Bicycle Lanes: Designated "Bicycle Lanes" may be used for both directions of travel if there is a Bicycle Lane on only one side of the roadway.

7.36.025 Operation of mopeds, EPAMDs, electric-assisted bicycles, Motorized Foot Scooters – Rules of the Road.

A. No person shall operate a moped upon the highways of this City or the state highways unless the moped has been assigned a moped registration number and displays a moped permit in accordance with RCW 46.16A.405(2).

B. Notwithstanding any other provision of law, a moped may not be operated on a bicycle path or trail, bikeway, equestrian trail, or hiking or recreational trail.

C. Operation of a moped, electric personal assistive mobility device, Motorized Foot Scooter, or an electric-assisted bicycle on a fully controlled limited access highway is unlawful. Operation of a moped, Motorized Foot Scooter, or an electric-assisted bicycle on a sidewalk is unlawful.

D. Removal of any muffling device or pollution control device from a moped is unlawful.

E. Subsections (A), (B), and (D) of this section do not apply to electric-assisted bicycles. Electric-assisted bicycles and Motorized Foot Scooters may have access to highways, other than limited access highways, of the state or City to the same extent as Bicycles. Subject to subsection

(F) of this section, electric-assisted bicycles and Motorized Foot Scooters may be operated on a multipurpose trail or bicycle lane.

(F) Subsections (A) and (D) of this section do not apply to Motorized Foot Scooters. Subsection (B) of this section applies to Motorized Foot Scooters when the bicycle path, trail, bikeway, equestrian trail, or hiking or recreational trail was built or is maintained with federal highway transportation funds. Additionally, any new trail or bicycle path or readily identifiable existing trail or bicycle path not built or maintained with federal highway transportation funds may be used by persons operating Motorized Foot Scooters only when appropriately signed. All restrictions and regulations applicable to Wheeled Recreational Devices in LSMC 7.36.030 shall apply to Motorized Foot Scooters.

(G) A person operating an electric personal assistive mobility device (EPAMD) shall obey all speed limits and shall yield the right-of-way to pedestrians and human-powered devices at all times. An operator must also give an audible signal before overtaking and passing a pedestrian. Except for the limitations of this subsection, persons operating an EPAMD have all the rights and duties of a pedestrian.

(H) The use of an EPAMD is regulated as follows:

(i) The operation of an EPAMD on public highways within the City is prohibited where the speed limit is greater than twenty-five miles per hour;

(ii) The operation of an EPAMD within the boundaries of any area used for recreation, open space, habitat, trails, or conservation purposes is prohibited if City signs indicate it is prohibited.

7.36.030 Operation of ~~Motorized Foot Scooters and/or~~ Wheeled Recreational Devices~~.~~ Rules of the Road

A. It is unlawful for any person to operate a Wheeled Recreational Device, as that term is defined in LSMC 7.04.010. ~~motorized foot scooter or other wheeled recreational device:~~

1. On any City street unless such person is sixteen years of age or older;

2. With a passenger in addition to the operator or tow any type of device;

3. On any city street with a maximum speed limit above 25 miles per hour, unless the devise is operated within a designated bicycle lane;

4. On any City property that is not a street;

5. In any park;

6. Upon any bicycle path or trail that is not a designated bicycle lane, or upon any equestrian, hiking or recreational trail~~;~~, unless such path, lane, or trail is properly signed for such use;

7. Upon any sidewalk/walkway, except as may be necessary to enter or leave adjacent property;

8. Before sunrise or after sunset without lights;

~~8. Upon any public parking lot.~~

B. Any person operating a ~~motorized foot scooter or other wheeled recreational device~~ Wheeled Recreational Device shall obey all the rules of the road as set forth in WAC 308-330, as if fully set forth here, as well as the instructions of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.

C. No ~~motorized foot scooter or other wheeled recreational device~~ Wheeled Recreational Device shall be ridden or operated in a negligent or unsafe manner but shall be operated with reasonable regard for the safety of the operator and other persons. For the purpose of this section:

1. To operate in a negligent manner means the operation of a ~~motorized foot scooter or other~~ Wheeled Recreational Device ~~wheeled recreational device~~ in such a manner to endanger or be likely to endanger any person or property.

2. Operation of a ~~motorized foot scooter or~~ Wheeled Recreational Device ~~wheeled recreational device~~ in excess of 15 miles per hour shall be prima facie evidence of operation in a negligent manner.

~~D. Motorized foot scooters and other wheeled recreational devices may not be operated at any time from sunset to sunrise.~~

~~E. Handlebars of a motorized foot scooter or wheeled recreational device must be at or below the level of the operator's shoulders.~~

~~F. Motorized foot scooters and/or wheeled recreational devices must be equipped with and engine/motor kill switch that activates when released or when the brakes are applied.~~

7.36.040 Noise Restrictions.

A. No Motorized Foot Scooter ~~motorized foot scooter or other~~ Wheeled Recreational Device or similar vehicle ~~wheeled recreational device~~ shall be operated in a manner that creates a continuous sound associated with a gasoline engine so as to unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property. Nothing in this section shall limit enforcement of the City's Noise Ordinance of the Lake Stevens Municipal Code.

B. It is unlawful to sell or operate a Motorized Foot Scooter ~~motorized foot scooter~~ that is powered by an internal combustion~~s~~ engine that is not equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

~~7.36.050 Sidewalks/Walkways.~~
~~All "users" using public sidewalks/walkways, constructed or assumed, must yield to pedestrians.~~

~~7.36.060 Bike Lanes.~~
~~Designated "Bike Lanes" may be used for both directions of travel if there is a Bike Lane on only one side of the roadway.~~

7.36.070 Unsafe or Reckless Operation of a Bicycle, Skate, or Scooter Prohibited.

To the extent otherwise allowed hereunder, ~~It~~ it is unlawful to operate a Bicycle, Skate, foot scooter, or Motorized Foot Scooter, ~~bicycle, skate or scooter~~ on a public roadway, sidewalk, or on public property in a careless or reckless manner which could cause harm to the user, other persons or to property.

7.36.080 Voluntary Bicycle, Skate and Motorized Foot Scooters Registration.

The Lake Stevens Police Department shall offer voluntary ~~bicycle, skate and motorized foot scooters registration~~ Bicycle, Skate, and Motorized Foot Scooter for the purpose of locating found property, inspecting equipment for safety, and promoting safe use.

~~A. The registration shall include issuance of sequentially numbered decals to be located on the main frame of the device or in an appropriate location on the device and the Police Department will maintain a file of all pertinent information about the bike, skate or motorized foot scooter.~~

~~B. It is unlawful to give false statements of ownership of a bicycle, skate, motorized foot scooter, or wheeled recreational devices on a registration, or to alter or mutilate a registration decal.~~

~~7.36.090 Removal of Factory Installed Braking Equipment.~~

~~It is unlawful to operate on a public roadway or on public property a bicycle, skate, motorized foot scooter or wheeled recreational device which has had factory installed brakes removed or altered to the extent that the braking device is ineffective.~~

7.36.100 Helmets Required.

A minor child riding a ~~bicycle, skate, foot scooter, motorized foot scooter wheeled recreational device~~ Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device on publicly owned property or right-of-way shall wear a protective helmet that meets or exceeds the requirements of standard Z-90.4 set by the American National Standards Institute (ANSI) or the Snell Foundation, or a subsequent nationally recognized standard for helmet performance as the city may adopt. The helmet shall be properly worn over the head and equipped with either a neck or chinstrap that shall be fastened securely while the ~~bicycle, skate, motorized foot scooter or wheeled recreational~~ Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device is in motion.

7.36.110 Violation and Penalties.

A. Any person violating the provisions of this Chapter shall be deemed to have committed a traffic infraction. The fee for such violation shall be set equivalent to the Basic Rule violation as set forth in the Justice Information System (JIS) Law Table, as published by the Administrative Office of the Courts (AOC).

B. In lieu of the penalty described above, or in addition thereto, any Lake Stevens Police Officer may utilize the following penalty provision for a person less than 18 years of age found operating a ~~bicycle, skate, motorized foot scooter, or wheeled recreational device~~ Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device on city or public property.

1. The officer may take custody of the device. If the officer does not impound the device, he or she may release it to an adult with supervision of the person less than 18.

2. The officer must provide the violator with a written notice setting forth the procedure for reclaiming the device.

3. The procedure for reclaiming the device shall be promulgated by the Chief of Police, and shall provide notice of the opportunity for a hearing, if requested.

4. Only the parent or legal guardian of a minor violator or an adult owner can reclaim a ~~bicycle, skate, foot scooter, motorized foot scooter or wheeled recreational device~~ Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device impounded pursuant to this section.

5. A fee for costs of impounds and administrative processing shall be paid to the City Clerk prior to the release of any property impounded under this alternative penalty. Such fee shall be designated in the City fee resolution and reviewed annually.

7.36.120 Forfeiture of a Bicycle, Skate(s), or Motorized Foot Scooter or Wheeled Recreational Devices.

As authorized by WAC 308.330.565 and RCW 63.32, an impounded Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device ~~bicycles, skates or motorized foot scooter~~ may be forfeited to the Lake Stevens Police Department if unclaimed within sixty (60) days of the impound.

7.36.130 General Duty.

It is expressly the purpose of this ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group or persons who will or should be especially protected or benefited by the terms of this ordinance. It is the specific intent of this ordinance that neither provisions nor any term used in this ordinance is intended to impose any duty whatsoever upon the city or any of its officers or employees. Nothing contained in this ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this ordinance by its officers, employees or agents.

7.36.140 Savings.

The enactment of this ordinance shall not effect any case, proceeding, appeal or other matter currently pending in any court or before the City or in any way modify any obligation, right or liability, civil or criminal, which may exist by virtue of any of the ordinances herein amended.

7.36.150 Appeal

A. The parent or guardian of a minor under 18 whose Bicycle, Skate, foot scooter, Motorized Foot Scooter, or Wheeled Recreational Device ~~wheeled recreational device~~ has been impounded may appeal the impound. Notice of appeal of the impound must be filed with the City Clerk within 14 days of the date of the impound. Upon timely receipt of the Notice of Appeal, the City Clerk shall schedule a hearing before the Administrative Appeal Officer. For this chapter the Administrative Appeal Official designated by the Mayor is the Chief of Police.

B. The City Clerk shall give the appellant(s) at least fourteen (14) days notice of the date and time set by the Administrative Appeal Official for the hearing.

C. The Administrative Appeals Official may adopt reasonable rules and regulations for conducting such hearings. Nothing prevents the appellant(s) and the Administrative Appeal Official from reaching an amicable decision before or at the time of the hearing.

D. The appellant(s) shall appear at the hearing in person, and may offer evidence pertinent and material to the Notice of Violation. The rules of evidence need not be followed. Sworn affidavits or declarations, and/or the in person statements of any person may be considered.

E. The decision of the Administrative Appeal Official shall be sent to the appellant(s) within fourteen (14) working days of the hearing.

7.36.160 Severability.

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

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this _____ day of June, 2017.

	_____ John Spencer, Mayor

ATTEST/AUTHENTICATION:

_____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

_____
Grant K. Weed, City Attorney

First and Final Reading: June 13, 2017
Published: _____
Effective Date: _____

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: June 13, 2017

Subject: Approve 2017 Aquafest Request to Serve Beer & Wine in VIP Booth – Saturday, July 29, 2017

Contact Person/Department:	Russ WrightCommunity Development Director	**Budget Impact:**	$0

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Aquafest Committee's request to serve Beer and Wine in the VIP Booth during the 2017 Aquafest Celebration, Saturday, July 29, 2017

SUMMARY/BACKGROUND: On June 9, 2017 the Aquafest Committee will submit the permit application, to include serving Beer and Wine in the VIP Booth located in North Cove Park.

The Aquafest Committee is proposing that Beer and Wine be served in the VIP Booth on Saturday, July 29th for invited guests only from 5:00 p.m. to 11:00 p.m. 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 Additional Insured Endorsement specifically addressing the service of Wine and Beer, and naming the City of Lake Stevens as an additional insured. The applicant will also be required to provide a copy of the approved Washington State Liquor Control Board Banquet Permit.

APPLICABLE CITY POLICIES: LSMC 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 applicant 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 restrictions 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: $0