



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 27, 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	Teri Smith, Human Resources Don Hinze, Building Inspector	Gene Russ
GUEST BUSINESS:		
COUNCIL BUSINESS:		Chair
MAYOR'S BUSINESS:	Proclamation	
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	*A Approve 2017 Vouchers *B Approve City Council Regular Meeting Minutes of June 13, 2017	Barb Barb
PUBLIC HEARING:	<u>PUBLIC HEARING FORMAT:</u> 1. Open Public Hearing 2. Staff Presentation 3. Council's Questions of Staff 4. Public Comments 6. Close Public Comments	Mayor Mayor

Lake Stevens City Council Regular Meeting Agenda

June 27, 2017

- 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 Second Consideration of Resolution 2017-011 re Amendment No. 2 to Nourse Development Agreement Melissa & Russ
- *B Public Hearing (continued) of 107th Right of Way Vacation and Acceptance Russ

ACTION ITEMS:

- *A Authorize Limited Public Works Contract with Skyline Communications re Telecommunications Cable Installation Amanda/ Eric
- *B Consider Aquafest Request to Contribute to 2017 Aquafest Russ
- *C First Reading Ordinance No. 998 re Verizon Franchise Agreement Russ
- *D Approve Pilot Lake Safety Program Purchases Russ
- *E Approve Resolution 2017-12 re Lake Stevens Sewer District Unification Gene

DISCUSSION ITEMS:

LEGAL COUNSEL Update Grant
REPORT

EXECUTIVE SESSION:

ADJOURN

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

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources Director, City of Lake Stevens ADA Coordinator, (425) 334-1012, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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



CITY DEPARTMENT REPORT JUNE 27, 2017 CITY COUNCIL MEETING

Planning Department

Current Planning

- 39 building permits issued in the last 30 days
- 12 business licenses approved in the last 30 days
- 12 new land use applications in the last 30 days – four approved

Long Range Planning

- Staff will be attending the next PSRC subcommittee meeting to discuss local growth issues related to revised goals for the Vision 2040 update.
- Staff will be soliciting requests for qualifications as a next step to implement the beautification project this month. The funds were previously budgeted for this project – the contract will come to council after the candidate has been selected.
- The Chapel Hill joint planning is on track.
- Staff will be issuing the environmental determination for the downtown plan this week and scheduling a public scoping meeting to discuss plan alternatives.
- Staff has briefed the Planning Commission on a citizen-initiated request for a second marijuana retail location.

Economic Development

- An apartment developer conducted a site tour in Lake Stevens to determine viability of a new multi-family development in Lake Stevens off 20th Street SE.
- As a result of developer meetings in Las Vegas, an Idaho developer will visit for a site tour in July. This developer is interested in opportunities that would utilize less than 10 acres

Parks

- Cavelero Park – Snohomish County ILA has been received and is being reviewed
- Lundeen Park – the west corner of Lundeen Park has been planted and barked.
- Frontier Heights – the HOA Board of Directors have voted to move forward with the election to transfer the park to the City. HOA members will begin voting between July 12th and August 12th. The Mayor will be in attendance and any interested Council members are welcome to attend. Staff is working with the HOA BOD to promote the vote.
- Eagle Ridge Park
 - Twenty-three Community Garden beds have been built with many planted, six beds are being planted for the Food Bank.
 - The remaining fence construction has been completed and the storage shed will be delivered on Wednesday June 28th.
- North Cove Park
 - the second Open House was held with approximately 40 people in attendance. The public response was very positive to the refined design.

- Greenworks will compile the information from the questionnaires. The presentation and questionnaire are available on our website.
- Greenworks will finalize the site plan and develop a demolition plan, grading and drainage plan, construction plan and a cost estimate for the park.
- Arts Commission – Music by the Lake will take place in Lundeen Park on July 9th and 23rd. We are working to provide a shuttle service for overflow parking. Additional parking has been secured at Les Schwab, AJ Dentistry and Frontier Village Veterinary Clinic allowing us to park 175 cars. If needed, the Lake Stevens Sewer District will provide us with 60 more spaces.

Police Department

New facility

- Continuing collaboration with Makers on the new building.
- Two meetings since the last council meeting, including the special City Council meeting.

Enforcement

- An action plan is in place, in conjunction with the Snohomish County Sheriff's Office, for patrol and enforcement at Wyatt Park.
- Based on a recent report by the Washington Association of Sheriffs and Police Chiefs WASPC, the overall crime rate for Lake Stevens was down 12.3%, from 2015 to 2016. Among the 12 Snohomish County cities with populations of 10,000 or more, the average crime rate (per 1000 residents) is 75, with Lake Stevens at 43.2, the lowest rate for those 12 cities.

Personnel

- Completing final interviews for the Records position
- .Reviewing civil service lists to fill two vacant officer positions.

Public Works Department

City Hall building

- Grading of the property continues.
- Asphalt may be completed in about two weeks.
- The project is on schedule and on budget. Occupancy of the new structure is anticipated in early August.

Storm Event

- Installed 100' of 12" storm pipe and 1 Type 1 catch basin along 72nd Drive SE.

Lake Management

- Regular monitoring has begun and will continue through September.
- The Weir boards were aging and crew replaced with new.
- The second survey for milfoil application has taken place to look at location application.

Maintenance

- The crew completed second phase of Tree plantings in Lundeen Park.
- New grass seed has been planted in North Cove Park for the preparation of Aquafest.

IT

- Awarded Bid for installation of network cabling for new building to Skyline Communications
- ISO BTAP Progress
 - Backup Solution – Has been moved to the Police Bld. The IT department has repurposed an old server located at the PD and installed latest version of software and currently backing up all servers. This is a temporary solution to hold us over until we can purchase new hardware next budget cycle.
 - ISOOutsource Staff and Rod have been working on Windows Deployment Services/Microsoft Deployment Tools to help improve user desktop experiences by creating standardized images for computers. They have successfully deployed test images and are working on refining the process.
 - ISOOutsource Staff and Troy have started working on auditing Active Directory structure, and Group Policies that will work in conjunction with standardized desktop images to ensure a consistent and secure user experience.
 - Troy has been reviewing IT policies and procedures with ISOOutsource staff
 - Troy will be working with ISOOutsource staff to migrate our current SharePoint service to SharePoint Online. They will be working with individual departments to develop a strategy for migration of their content to SharePoint Online.
- Rod is working on deploying new ESO tablets for Lake Stevens Fire. He also working on computer replacements for the Fire District.is
- Telephone System RFP is done and will be posted July 10 with an installation start date of 10/1/17.
- Working with Commander Beazio on purchasing equipment for new police vehicles.



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**BLANKET VOUCHER APPROVAL
2017**

Payroll Direct Deposits	6/15/2017	\$188,195.31
Payroll Checks	42813-42816	\$7,089.13
Tax Deposit(s)	6/15/2017	\$80,214.97
Electronic Funds Transfers	ACH	\$4,517.27
Claims	42817-42927	\$510,056.52
Void Checks	42685	(\$102.00)
Total Vouchers Approved:		\$789,971.20

This 27th 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

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 27th

CITY OF LAKE STEVENS



City Expenditures by Type on this voucher packet			
Personnel Costs	\$	195,284	25%
Payroll Federal Taxes	\$	80,215	10%
Employer paid Benefits - By Check	\$	242	0%
Employee paid benefits - By Payroll	\$	6,650	1%
Supplies	\$	61,239	8%
Professional Services*	\$	182,476	23%
Intergovernmental Services	\$	72,615	9%
Capital **	\$	191,351	24%
Void Check	\$	(102)	0%
Total		\$789,971.20	100%

Large Purchases

- * General Council Attorney - \$34,153
- Chapel Hill Civic Center Site Development Plan - \$20,573
- Engineering services - May 2017 - \$10,340
- ** North Cove Park Master Plan & Construction Documentation svcs - \$18,658
- 2018 Peterbilt 348 Boom Truck - \$112,260
- Chevy Colorado for PSO - \$36,585



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
A Worksafe Service Inc	42822						Check Total \$55.00
		6/22/2017	243188	001-005-518-10-41-00	HR-Professional Services	Pre employment drug testing	\$55.00
Aabco Barricade and Sign Co	42823						Check Total \$184.64
		6/22/2017	130349	101-016-544-90-31-02	ST-Operating Cost	Tube Epoxy	\$184.64
Ace Hardware	42824						Check Total \$1,102.65
		6/22/2017	54573	101-016-544-90-31-02	ST-Operating Cost	Fasteners/eyebolts	\$39.57
				410-016-531-10-31-02	SW-Operating Costs	Fasteners/eyebolts	\$39.56
		6/22/2017	54614	101-016-544-90-31-02	ST-Operating Cost	Bit hammer/Pliers/Adapter set	\$66.40
				001-010-576-80-31-00	PK-Operating Costs	Hose cap for spigot at boat launch	\$2.17
		6/22/2017	54679	001-012-572-20-31-00	CS-Library-Office & Operating	Lightbulb - Library bathroom	\$8.70
				101-016-544-90-31-02	ST-Operating Cost	Post hole digger	\$32.66
		6/22/2017	54802	001-010-576-80-31-00	PK-Operating Costs	Rope	\$20.67
				001-010-576-80-31-00	PK-Operating Costs	Protective clothing - Brush Defender	\$361.46
		6/22/2017	54907	101-016-544-90-31-02	ST-Operating Cost	Deck screws/grade stakes	\$33.67
				410-016-531-10-31-02	SW-Operating Costs	Deck screws/grade stakes	\$33.66
		6/22/2017	54954	101-016-544-90-31-02	ST-Operating Cost	Thread seal tape	\$3.51
				410-016-531-10-31-02	SW-Operating Costs	Thread seal tape	\$3.51
		6/22/2017	55012	520-008-594-21-63-00	Capital Equipment	Trailer ball & hitch lock for PT69	\$35.92
				101-016-544-90-31-02	ST-Operating Cost	Caulking guns and gloves	\$39.17
		6/22/2017	55040	001-010-576-80-31-00	PK-Operating Costs	Parts for toilet	\$9.79
				001-010-576-80-31-00	PK-Operating Costs	Parts for toilet	\$6.52
		6/22/2017	55058	101-016-544-90-31-02	ST-Operating Cost	Tie Down Straps PW1	\$34.30
				410-016-531-10-31-02	SW-Operating Costs	Tie Down Straps PW1	\$34.29
		6/22/2017	55096	001-008-521-21-31-00	LE-Boating Minor Equipment	Padlocks for PT45 storage cabinets	\$30.48
				001-010-576-80-31-00	PK-Operating Costs	Oil/keycase/line/RV toilet treatment	\$80.19
		6/22/2017	55119	101-016-544-90-31-02	ST-Operating Cost	Oil/keycase/line/RV toilet treatment	\$80.18
				410-016-531-10-31-02	SW-Operating Costs	Oil/keycase/line/RV toilet treatment	\$80.18
		6/22/2017	55124	001-008-521-20-31-02	LE-Minor Equipment	Batteries	\$26.09
Advance Auto Parts	42825						Check Total \$252.34
		6/22/2017	2421-258175	101-016-544-90-31-02	ST-Operating Cost	Return coils for PW20	(\$33.11)
				410-016-531-10-31-02	SW-Operating Costs	Return coils for PW20	(\$33.10)
		6/22/2017	2421-259067	001-010-576-80-31-00	PK-Operating Costs	Maxi fuses for PW40	\$2.65



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	42825	6/22/2017	2421-259067	101-016-544-90-31-02	ST-Operating Cost	Maxi fuses for PW40	\$2.64
				410-016-531-10-31-02	SW-Operating Costs	Maxi fuses for PW40	\$2.64
			2421-259068	001-010-576-80-31-00	PK-Operating Costs	Maxi fuses PW40	\$3.97
				101-016-544-90-31-02	ST-Operating Cost	Maxi fuses PW40	\$3.96
				410-016-531-10-31-02	SW-Operating Costs	Maxi fuses PW40	\$3.96
			2421-259119	001-010-576-80-31-00	PK-Operating Costs	Electrical connectors for PW40	\$1.03
				101-016-544-90-31-02	ST-Operating Cost	Electrical connectors for PW40	\$1.03
				410-016-531-10-31-02	SW-Operating Costs	Electrical connectors for PW40	\$1.03
			2421-259335	101-016-544-90-31-02	ST-Operating Cost	AC recharge kit PW19	\$34.14
				410-016-531-10-31-02	SW-Operating Costs	AC recharge kit PW19	\$34.13
			2421-259380	101-016-544-90-31-02	ST-Operating Cost	Circuit breaker	\$3.93
				410-016-531-10-31-02	SW-Operating Costs	Circuit breaker	\$3.93
			2421-259403	101-016-544-90-31-02	ST-Operating Cost	Circuit breaker for PW16	\$6.56
				410-016-531-10-31-02	SW-Operating Costs	Circuit breaker for PW16	\$6.57
			2421-259421	101-016-544-90-31-02	ST-Operating Cost	Fuel filters for PW26	\$14.00
				410-016-531-10-31-02	SW-Operating Costs	Fuel filters for PW26	\$13.99
			2421-259634	101-016-544-90-31-02	ST-Operating Cost	Air filter for PW26	\$12.73
				410-016-531-10-31-02	SW-Operating Costs	Air filter for PW26	\$12.73
			2421-259676	410-016-531-10-31-02	SW-Operating Costs	Air filter PW26	\$3.44
			2421-259980	101-016-544-90-31-02	ST-Operating Cost	Battery for PW4	\$69.37
				410-016-531-10-31-02	SW-Operating Costs	Battery for PW4	\$69.36
			2421-260004	101-016-544-90-31-02	ST-Operating Cost	Paint for PW50	\$5.38
				410-016-531-10-31-02	SW-Operating Costs	Paint for PW50	\$5.38
Advantage Building Services	42826	Check Total					\$793.25
		6/22/2017	3070	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advantage Building Services	42826	6/22/2017	3070	621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)
Caleb M Akey	42827	Check Total					\$100.00
		6/22/2017	072317	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake - 7/23/17	\$100.00
Steven M Apodaca	42828	Check Total					\$600.00
		6/22/2017	070917	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake 07/09/17	\$600.00
Better Built Barns Inc	42817	Check Total					\$1,800.00
		6/15/2017	Deposit	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Deposit on Shed for Community Garden	\$1,800.00
BMI	42829	Check Total					\$342.00
		6/22/2017	9566385	001-013-518-20-31-00	GG-Operating	2017-2018 Music fees account 2460509	\$342.00
Bud Clary Chevrolet	42818	Check Total					\$36,385.00
		6/15/2017	7228	520-008-594-21-63-00	Capital Equipment	Prompt Payment Discount	(\$200.00)
					Capital Equipment	Chevy Colorado for PSO PT71 VIN # 1GCGTBENXH1264662	\$36,585.00
Business Card	42819	Check Total					\$6,778.30
		6/15/2017	2956 0617	001-008-521-20-26-00	LE-Clothing Allowance	Key Tags	\$9.89
					LE-Clothing Allowance	Pants/shirts/neckties/Belt - Dyer	\$232.35
				001-008-521-20-31-00	LE-Office Supplies	Decorations for Health & Safety Fair	\$92.06
					LE-Office Supplies	Double sided business cards	\$26.54
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Tape Measures	\$53.88
					LE-Fixed Minor Equipment	Round Chinese Fingers for traffic unit - measuring device	\$59.19
				001-008-521-20-43-01	LE-Business Meetings	Buzz Inn - meeting - Dyer	\$3.49
				001-008-521-30-31-00	LE-Community Outreach Supplies	Black Plastic Trooper Hats	\$495.49
				001-008-521-40-49-01	LE-Registration Fees	Making the Transition form Staff to Supervisor-Anderson	\$199.00
			4396 0617	001-001-511-60-43-00	Legislative - Travel & Mtgs	May SCC Meeting 05/18/17-Daughtry/Holder	\$70.00
				001-004-514-23-43-00	FI-Travel & Meetings	Airport parking-GFOA-B Stevens	\$82.94
				001-004-514-23-49-00	FI-Miscellaneous	Refund of GFOA conference deposit	(\$100.00)
				001-004-514-23-49-01	FI-Staff Development	WFOA Annual Conference-B Stevens	\$325.00
				001-010-576-80-41-00	PK-Professional Services	Background check-PaddleBroz	\$72.00
				001-013-518-20-41-00	GG-Professional Service	Background check-Soliciter License	\$12.00
			6863 0617	001-008-521-20-31-00	LE-Office Supplies	Memory Card for Case - Bernhardt	\$52.25
				001-008-521-20-31-02	LE-Minor Equipment	Pro-Lok 3 Piece Long Reach tool	\$29.40



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	42819	6/15/2017	6863 0617	001-008-521-20-31-02	LE-Minor Equipment	External Hard Drive - Bernhardt	\$76.35
					LE-Minor Equipment	MS Surface Pro 4 Aluminum cases	\$116.06
				001-008-521-20-43-00	LE-Travel & Per Diem	Hotel - Mid Mgmt Class - R Brooks	\$482.10
					LE-Travel & Per Diem	Meal - Mid Mgmt Class - R Brooks	\$109.67
			7280 0617	001-008-521-20-43-01	LE-Business Meetings	Supplies for Oral Boards	\$39.63
			7988 0617	001-001-511-60-31-00	Legislative - Operating Costs	Queue Poles w.retractable belts-crowd control-Council chambers	\$469.31
				001-007-559-30-31-01	PB-Operating Cost	2012 International Residential Code book	\$21.70
				001-013-594-18-60-02	GG - City Hall Demo	Major Appliance Cord	\$17.78
				101-016-542-30-49-01	ST-Staff Development	CAEC Pro: Prevailing Wage & Contract seminar-A Wells	\$10.00
				101-016-544-90-31-02	ST-Operating Cost	Lightning Apple charger	\$31.58
					ST-Operating Cost	Rapid dissolving bath tissue	\$26.15
				410-016-531-10-31-01	SW-Office Supplies	Lightning to SD Card Camera Reader	\$31.58
				410-016-531-10-31-02	SW-Operating Costs	Rapid dissolving bath tissue	\$26.14
				410-016-531-10-49-01	SW-Staff Development	CAEC Pro: Prevailing Wage & Contract seminar-A Wells	\$10.00
			8026 0617	001-007-558-50-43-00	PL-Travel & Mtgs	Airport parking - ICSC Conference - Ashe	\$96.00
					PL-Travel & Mtgs	Taxi - ICSC Conference - Ashe	\$90.45
					PL-Travel & Mtgs	Meal - ICSC Conference - Ashe	\$30.03
					PL-Travel & Mtgs	Economic Alliance of Sno County meeting	\$55.00
			8232 0617	001-001-511-60-43-00	Legislative - Travel & Mtgs	Frontier Meeting Awards Celebration-Petershagen	\$55.00
				001-002-513-11-43-00	AD-Travel & Meetings	Hotel-AWC Labor Relations-Brazel	\$277.56
					AD-Travel & Meetings	MAG Meeting - Brazel	\$18.54
			8484 0617	001-007-558-50-41-03	PL-Advertising	Postcard mailing - LUA2017-0019	\$26.76
					PL-Advertising	Postcard mailing - LUA2017-0190	\$86.49
					PL-Advertising	Postcard mailing - LUA2017-0080	\$23.66
					PL-Advertising	Postcard mailing - LUA2017-0056	\$21.19
				001-007-558-50-43-00	PL-Travel & Mtgs	Hotel - Planning Assn of WA - Place	\$202.38
					PL-Travel & Mtgs	Makers team meeting	\$28.83
					PL-Travel & Mtgs	Hotel - Planning Assn of WA - Meis	\$202.38
			8877 0617	001-008-521-20-41-00	LE-Professional Services	Tokens for records clerk test	\$163.35
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Database searches	\$108.90
					LE-Proessional Serv-Fixed	Transcription services case 2017-6458	\$162.00
				001-008-521-20-43-01	LE-Business Meetings	Parking - PDR Court Hearing w/Attorney	\$3.00



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	42819	6/15/2017	8877 0617	001-008-521-21-43-00	LE-Boating-Travel & Per Diem	Training - Hotel - Fiske	\$737.00
					LE-Boating-Travel & Per Diem	Training - Hotel - Irwin	\$458.40
					LE-Boating-Travel & Per Diem	Training - Hotel - Parnell	\$698.10
		9455 0617	520-008-594-21-63-00	Capital Equipment	2017 Ford vehicle license	\$49.75	
Cemex Inc	42830	Check Total					\$359.93
		6/22/2017	9435755277	410-016-531-10-31-02	SW-Operating Costs	Asphalt - Cold mix - 12th Street	\$359.93
Central Welding Supply	42831	Check Total					\$142.43
		6/22/2017	EV240381	101-016-544-90-31-02	ST-Operating Cost	Welding Tips/Torch Tip/Welding supplies	\$71.22
				410-016-531-10-31-02	SW-Operating Costs	Welding Tips/Torch Tip/Welding supplies	\$71.21
CHS Engineers LLC	42832	Check Total					\$10,340.11
		6/22/2017	May2017	101-016-544-20-41-00	ST-Prof Srv - Engineering	Engineering services - May 2017	\$10,340.11
City of Everett	42833	Check Total					\$740.00
		6/22/2017	I17001044	001-008-554-30-51-00	LE-Animal Control	Animal shelter services April 2017	\$740.00
City of Marysville	42834	Check Total					\$26,271.30
		6/22/2017	17-009	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal court citations May 2017	\$12,575.59
			POLIN11-0808	001-008-523-60-51-00	LE-Jail	Prisoner Medical April 2017	\$100.00
			POLIN11-0810	001-008-523-60-51-00	LE-Jail	Prisoner Medical May 2017	\$100.00
			POLIN11-0812	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE April 2017	\$761.46
			POLIN11-0814	001-008-523-60-51-00	LE-Jail	Prisoner Housing April 2017	\$12,734.25
Comcast	42835	Check Total					\$95.68
		6/22/2017	0808840 0517	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$31.90
				101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$31.89
				410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$31.89
	42836	Check Total					\$145.68
		6/22/2017	0991976 0517	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$145.68
	42837	Check Total					\$160.68
		6/22/2017	1012996 0517	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$160.68
Comdata Corporation	42838	Check Total					\$313.87
		6/22/2017	20273303	001-008-521-20-32-00	LE-Fuel	Fuel	\$281.24
			20273327	001-013-518-20-32-00	GG-Fuel	Fuel	\$32.63



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Cory De Jong and Sons Inc	42839						Check Total	\$1,674.34
		6/22/2017	U254303	001-010-576-80-31-03	PK-Lundeen-Op Costs	Topsoil - Lundeen Park	\$485.15	
			U255279	410-016-531-10-31-02	SW-Operating Costs	Topsoil - 74th Street	\$148.65	
			U255280	410-016-531-10-31-02	SW-Operating Costs	Topsoil - 74th Street	\$148.65	
			U255284	410-016-531-10-31-02	SW-Operating Costs	Topsoil - 74th Street	\$743.24	
			U255285	410-016-531-10-31-02	SW-Operating Costs	Topsoil - 74th Street	\$148.65	
Cory Jorgensen	42840						Check Total	\$5,445.00
		6/22/2017	746	001-007-558-50-41-02	PL-Software Maint.	Annual Maintenance PermitTrax	\$5,445.00	
Crandall Arambula PC	42841						Check Total	\$21,094.16
		6/22/2017	14	001-007-558-70-41-00	PL-Economic Devel	LS Subarea Plan & EIS/Planned Action Ordinance	\$2,436.00	
			2	302-010-576-80-61-00	Park Mitigation Funds Exp	North Cove Park Master Plan & Construction Documentation svcs	\$6,633.94	
			3	302-010-576-80-61-00	Park Mitigation Funds Exp	North Cove Park Master Plan & Construction Documentation svcs	\$12,024.22	
Crystal and Sierra Springs	42842						Check Total	\$308.96
		6/22/2017	5249844060117	001-007-558-50-31-01	PL-Operating Costs	Bottled water	\$61.02	
				001-007-559-30-31-01	PB-Operating Cost	Bottled water	\$33.51	
				001-013-518-20-31-00	GG-Operating	Bottled water	\$33.51	
				101-016-544-90-31-02	ST-Operating Cost	Bottled water	\$90.46	
				410-016-531-10-31-02	SW-Operating Costs	Bottled water	\$90.46	
	42843						Check Total	\$85.53
		6/22/2017	16015194052717	001-008-521-50-30-00	LE-Facilities Supplies	Bottled water - Police Dept	\$85.53	
Daily Journal of Commerce Inc	42844						Check Total	\$52.90
		6/22/2017	3325927	101-016-542-30-41-01	ST-Advertising	Overlay Project	\$52.90	
Day Wireless Systems	42845						Check Total	\$8,391.18
		6/22/2017	203367-00	001-008-521-20-31-02	LE-Minor Equipment	Remote speaker mic/earphone kit/flex ear insert	\$173.71	
			432622	001-008-521-20-31-01	LE-Fixed Minor Equipment	6 Dual Mounted Radar Antenna Packages	\$8,040.90	
			438374	001-008-521-20-48-00	LE-Repair & Maintenance Equip	SMD calibration Bee III-motorcycle	\$162.30	
			439440	001-008-521-20-31-02	LE-Minor Equipment	Quick Disconnect Accoustic Tube	\$14.27	
Dell Marketing LP	42846						Check Total	\$455.94
		6/22/2017	10160680299	510-006-518-80-31-00	Purchase Computer Equipment	Intel Ethernet X540 DP 10GBase-T Server Adapter	\$455.94	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Dept of Retirement (Deferred Comp)	0						Check Total	\$1,445.00
		6/15/2017	061517	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,445.00	
Western Peterbilt LLC Dobbs Heavy Duty Holding LLC	42847						Check Total	\$112,259.72
		6/22/2017	P469166	530-016-594-48-60-00	Purchase Of Capital Equipment	2018 Peterbilt 348 Boom Truck 2NP3LJ0X3JM469166	\$112,259.72	
Kelly DuByne	42848						Check Total	\$3,800.00
		6/22/2017	213	001-013-594-18-60-02	GG - City Hall Demo	Balance remaining for Space planning-New City Hall	\$3,800.00	
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$80,214.97
		6/15/2017	061517	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$80,214.97	
Electronic Business Machines	42849						Check Total	\$1,964.15
		6/22/2017	AR58997	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$230.85	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$230.84	
				001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$230.85	
			AR70078	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$230.74	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$230.74	
				001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$230.74	
			AR71327	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$8.89	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$8.87	
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$8.89	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$8.89	
			AR71608	001-007-558-50-48-00	PL-Repairs & Maint.	Copier Maint repair & maint	\$181.28	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier Maint repair & maint	\$181.29	
				001-013-518-20-48-00	GG-Repair & Maintenance	Copier Maint repair & maint	\$181.28	
Engineering Innovation	42850						Check Total	\$225.23
		6/22/2017	14670	001-008-521-20-31-00	LE-Office Supplies	ParcelPak for passport mailings	\$225.23	
Everett Stamp Works	42851						Check Total	\$109.17
		6/22/2017	21796	001-007-558-50-31-00	PL-Office Supplies	Nameplate - Hinze	\$35.85	
				101-016-544-90-31-01	ST-Office Supplies	Nameplate - Everett	\$17.93	
				410-016-531-10-31-01	SW-Office Supplies	Nameplate - Everett	\$17.93	
	21862	001-013-518-20-31-00	GG-Operating	Nameplate - Braun	\$37.46			
Fastenal Company	42852						Check Total	\$131.19
		6/22/2017	WAEV135471	001-010-576-80-31-00	PK-Operating Costs	Ear plugs/Snap on Seal	\$43.73	



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Fastenal Company	42852	6/22/2017	WAEV135471	101-016-544-90-31-02	ST-Operating Cost	Ear plugs/Snap on Seal	\$43.73
				410-016-531-10-31-02	SW-Operating Costs	Ear plugs/Snap on Seal	\$43.73
Feldman and Lee	42853	Check Total					\$10,000.00
		6/22/2017	May2017	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services May 2017	\$10,000.00
First American Title and Insurance Co	42854	Check Total					\$154.00
		6/22/2017	869-422948993	301-016-544-40-41-00	Street Op - Planning -Design	Record Warranty/Easement-8433 20th St SE	\$154.00
Donna Foster	42855	Check Total					\$390.28
		6/22/2017	38358	001-008-521-21-31-00	LE-Boating Minor Equipment	Boat Launch Parking Envelopes	\$390.28
Freightliner NW	42856	Check Total					\$717.14
		6/22/2017	PC302020399:01	101-016-544-90-31-02	ST-Operating Cost	Seat for PW19	\$249.81
				410-016-531-10-31-02	SW-Operating Costs	Seat for PW19	\$249.81
			PC302021069:01	101-016-544-90-31-02	ST-Operating Cost	Wiper motor kit PW19	\$108.76
				410-016-531-10-31-02	SW-Operating Costs	Wiper motor kit PW19	\$108.76
Gall LLC	42857	Check Total					\$1,450.31
		6/22/2017	007611980	001-008-521-20-31-02	LE-Minor Equipment	Nik tests Opiates/Cocaine/Methamphetamine	\$208.62
			007612219	001-008-521-20-31-02	LE-Minor Equipment	Nik test - PCP	\$29.96
			007658106	001-008-521-20-31-02	LE-Minor Equipment	Handcuffs - Beazizo	\$57.49
			007667232	001-008-521-20-31-02	LE-Minor Equipment	Lawpro Star Insignia	\$29.04
			007667240	001-008-521-20-31-02	LE-Minor Equipment	Miranda field advisement card	\$135.85
			007689964	001-008-521-20-31-01	LE-Fixed Minor Equipment	Alpha Elite Carrier	\$989.35
Grainger	42858	Check Total					\$2,832.81
		6/22/2017	9462037657	001-010-576-80-31-00	PK-Operating Costs	2 cycle synthetic engine oil	\$24.40
				101-016-544-90-31-02	ST-Operating Cost	2 cycle synthetic engine oil	\$24.39
				410-016-531-10-31-02	SW-Operating Costs	2 cycle synthetic engine oil	\$24.39
			9462530289	101-016-544-90-31-02	ST-Operating Cost	Folding utility knife	\$24.76
				410-016-531-10-31-02	SW-Operating Costs	Folding utility knife	\$24.77
			9463991266	001-010-576-80-31-00	PK-Operating Costs	LED lightbars	\$198.89
				101-016-544-90-31-02	ST-Operating Cost	LED lightbars	\$198.89
				410-016-531-10-31-02	SW-Operating Costs	LED lightbars	\$198.89
			9466657930	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$169.08
		001-008-521-20-31-01		LE-Fixed Minor Equipment	Janitorial Supplies	\$739.70	



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Grainger	42858	6/22/2017	9466657930	001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$380.41
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$232.48
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$211.34
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$190.21
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$190.21
Granite Construction Supply	42859	Check Total \$6,707.25					
		6/22/2017	262_00067602	530-016-594-48-60-00	Purchase Of Capital Equipment	One man post hole digger	\$6,380.45
			262_00067615	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs and sign parts	\$287.60
			262_00067638	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs	\$39.20
Greenshields Industrial Supply	42860	Check Total \$135.07					
		6/22/2017	52297	101-016-544-90-31-02	ST-Operating Cost	Paint markers/Hydraulic fittings PW30	\$67.54
				410-016-531-10-31-02	SW-Operating Costs	Paint markers/Hydraulic fittings PW30	\$67.53
Chris L Griffen	42861	Check Total \$1,425.00					
		6/22/2017	6Z0611738	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00
			6Z0942180	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50
			6Z0942181	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50
			6Z1157020	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00
			7Z0644417	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00
HB Jaeger Co LLC	42862	Check Total \$377.37					
		6/22/2017	186895/1	001-013-594-18-60-02	GG - City Hall Demo	PRV valve for new City Hall	\$105.06
			186955/1	001-013-594-18-60-02	GG - City Hall Demo	Water fittings for new City Hall	\$272.31
HERC Rentals Inc	42863	Check Total \$9,801.98					
		6/22/2017	29107288-005	001-010-576-80-31-03	PK-Lundeen-Op Costs	Excavator rental for Lundeen Restoration	\$1,236.79
			29262863-001	410-016-531-10-45-01	SW-Rentals-Leases	Dozer rental for 74th Street project	\$2,427.89
			29263985-001	410-016-531-10-45-01	SW-Rentals-Leases	Excavator rental 74th Street project	\$4,998.52
			29263990-001	410-016-531-10-45-01	SW-Rentals-Leases	Excavator bucket rental 74th Street project	\$1,138.78
Horizon Ford	42864	Check Total \$213.20					
		6/22/2017	145718	101-016-544-90-31-02	ST-Operating Cost	Washer Reservoir PW11	\$106.60
				410-016-531-10-31-02	SW-Operating Costs	Washer Reservoir PW11	\$106.60
Theodore Hunter	42865	Check Total \$10,000.00					
		6/22/2017	1969	001-007-558-60-41-02	PL-Prof Serv-Hearing E	LUA2017-0011 Shadowhawk	\$2,000.00



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Theodore Hunter	42865	6/22/2017	1969	001-007-558-60-41-02	PL-Prof Serv-Hearing E	LUA2017-0019 Wagner	\$2,000.00
					PL-Prof Serv-Hearing E	LUA2017-0002 The Refuge	\$2,000.00
					PL-Prof Serv-Hearing E	LUA2017-0190 Lyons Gate	\$2,000.00
					PL-Prof Serv-Hearing E	LUA2016-0198 Hillcrest Estates	\$2,000.00
Industrial Supply Inc	42866	6/22/2017	600430	001-010-576-80-31-00	PK-Operating Costs	Shovels	\$58.42
				101-016-544-90-31-02	ST-Operating Cost	Shovels	\$58.41
				410-016-531-10-31-02	SW-Operating Costs	Shovels	\$58.41
				Check Total			\$175.24
ISOsource	42867	6/22/2017	CW203555	001-006-518-80-41-00	IT-Professional Services	IT consulting June 1 - June 15	\$5,405.65
J Thayer Company Inc	42868	6/22/2017	1150591-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$170.28
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies	\$744.95
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$383.12
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$234.13
				001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$212.85
				101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$191.56
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$191.56
			1150627-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Pens	\$38.76
				001-007-559-30-31-00	PB-Office Supplies	Folders/Pens	\$38.76
			1151097-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Paper	\$71.82
				001-007-559-30-31-00	PB-Office Supplies	Folders/Paper	\$71.83
			1151128-0	001-007-558-50-31-00	PL-Office Supplies	Folders	\$35.93
				001-007-559-30-31-00	PB-Office Supplies	Folders	\$35.92
			1152238-0	001-003-514-20-31-00	CC-Office Supply	Certificate frames	\$134.95
				001-004-514-23-31-00	FI-Office Supplies	Sorter for credit card receipts	\$15.73
				001-013-518-20-31-00	GG-Operating	Highlighter/pens/postits/teaspoons	\$59.87
			Kaiser Permanente	42869	Check Total		
6/22/2017	65915858	001-008-521-20-41-00			LE-Professional Services	Pre-employment health screening	\$2,099.00
Komitas LLC	42870	Check Total					\$1,596.49
		6/22/2017	201725	001-013-594-18-60-02	GG - City Hall Demo	Doors with electronic locks for new City Hall	\$1,596.49



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lake Industries LLC	42871						Check Total	\$238.98
		6/22/2017	272721	101-016-544-90-31-02	ST-Operating Cost	1-1/4 inch Minus Crushed Rock	\$74.49	
				410-016-531-10-31-02	SW-Operating Costs	1-1/4 inch Minus Crushed Rock	\$74.49	
			33305	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$45.00	
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$45.00	
Lake Stevens Fire	42872						Check Total	\$105.00
		6/22/2017	10164	001-012-575-50-31-00	CS-Community Center-Ops	2017 Annual Fire Inspection - Community Center	\$105.00	
Lake Stevens Mini Mart	42873						Check Total	\$105.24
		6/22/2017	19	001-008-521-21-32-00	LE-Boating-Fuel	Boat fuel	\$105.24	
Lake Stevens Police Guild	42820						Check Total	\$978.00
		6/15/2017	061517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$978.00	
Lake Stevens Sewer District	42874						Check Total	\$1,032.00
		6/22/2017	0617	001-008-521-50-47-00	LE-Facility Utilities	Sewer - Police Station	\$86.00	
					LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00	
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$172.00	
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$86.00	
				001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$86.00	
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$172.00	
					GG-Utilities	Sewer - City Hall	\$172.00	
					GG-Utilities	Sewer - Permit Center	\$86.00	
101-016-543-50-47-00	ST-Utilities			Sewer - 99th Ave SE Property	\$86.00			
Last Leaf Productions	42875						Check Total	\$500.00
		6/22/2017	061517	001-012-573-20-31-00	CS-Arts Commission	Shakespeare in the Park 08/06/17	\$500.00	
Lemay Mobile Shredding	42876						Check Total	\$18.76
		6/22/2017	4523348	001-013-518-20-31-00	GG-Operating	Shredding services	\$9.38	
			4623347	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Shredding services	\$9.38	
Makers Architecture and Urban Design	42877						Check Total	\$20,573.32
		6/22/2017	1707-2	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Civic Center Site Development Plan	\$20,573.32	
Brian McGill	42878						Check Total	\$122.17
		6/22/2017	BLD2017-0324	001-000-322-10-00-00	Building Permits	BLD2017-0324 Refund of overpayment on Building Permit	\$122.17	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Mood Swings Jazz Band	42879							\$800.00
		6/22/2017	072317	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake 7/23/17		\$800.00
Motorola	42880							\$13,846.12
		6/22/2017	13165249	001-008-521-20-31-01	LE-Fixed Minor Equipment	APX6000 Replacement Radios		\$6,923.06
				001-008-521-20-31-05	LE-Equipment - New Officers	APX6000 Radios for new officers		\$6,923.06
Nationwide Retirement Solution	0							\$2,669.81
		6/15/2017	061517	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide		\$2,669.81
North Sound Hose Fittings Inc	42881							\$28.30
		6/22/2017	81932	101-016-544-90-31-02	ST-Operating Cost	Teflon Tape		\$14.15
				410-016-531-10-31-02	SW-Operating Costs	Teflon Tape		\$14.15
O Reilly Auto Parts	42882							\$40.22
		6/22/2017	2960-349942	101-016-544-90-31-02	ST-Operating Cost	ME-Air Hose for 1 inch Air Gun		\$40.22
Office of The State Treasurer	42883							\$12,474.14
		6/22/2017	May2017	633-000-589-30-00-03	State Building Permit Remit	May 2017 State Court Fees		\$252.00
				633-000-589-30-00-04	Vehicle License Fraud Account	May 2017 State Court Fees		\$3.65
				633-000-589-30-00-07	Public Safety And Ed. 1986	May 2017 State Court Fees		\$5,829.91
				633-000-589-30-00-08	Public Safety And Education	May 2017 State Court Fees		\$3,425.52
				633-000-589-30-00-09	Judicial Information System-Ci	May 2017 State Court Fees		\$1,484.36
				633-000-589-30-00-12	Trauma Care	May 2017 State Court Fees		\$457.41
				633-000-589-30-00-13	School Zone Safety	May 2017 State Court Fees		\$8.49
				633-000-589-30-00-14	Public Safety Ed #3	May 2017 State Court Fees		\$140.39
				633-000-589-30-00-15	Auto Theft Prevention	May 2017 State Court Fees		\$655.11
				633-000-589-30-00-16	HWY Safety Act	May 2017 State Court Fees		\$27.16
				633-000-589-30-00-17	Death Inv Acct	May 2017 State Court Fees		\$28.48
				633-000-589-30-00-18	WSP Highway Acct	May 2017 State Court Fees		\$161.66
Ogden Murphy Wallace	42884							\$781.77
		6/22/2017	734603	001-011-515-30-41-00	LG-Professional Service	Attorney services - Mobilitie Consortium		\$781.77
Outcomes by Levy LLC	42885							\$5,379.55
		6/22/2017	2017-05-LS	001-013-511-70-40-00	Lobbying Services	Legislative/regulatory consulting for May 2017		\$5,379.55
Owen Equipment Company	42886							\$9,187.16
		6/22/2017	00083797	410-016-531-10-35-00	SW-Small Tools	BR Keg floor		\$4,265.10



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Owen Equipment Company	42886	6/22/2017	00083798	410-016-531-10-35-00	SW-Small Tools	BR Jet Clean Head	\$3,137.40
			00083929	101-016-544-90-31-02	ST-Operating Cost	Water nozzles PW11	\$106.33
				410-016-531-10-31-02	SW-Operating Costs	Water nozzles PW11	\$106.33
			00083935	410-016-531-10-31-02	SW-Operating Costs	Vactor suction hose PW26	\$527.68
			00084052	101-016-544-90-31-02	ST-Operating Cost	Inlet Tube seal/holder for PW26	\$522.16
				410-016-531-10-31-02	SW-Operating Costs	Inlet Tube seal/holder for PW26	\$522.16
PACLAB	42887	Check Total					\$31.00
		6/22/2017	LSPD 0617	001-008-521-20-41-00	LE-Professional Services	Tox screens March - April 2017	\$31.00
Partsmaster	42888	Check Total					\$134.29
		6/22/2017	23157956	410-016-531-10-31-02	SW-Operating Costs	Mini lever hoist/OC Crystals	\$134.29
Perteet Engineering Inc	42889	Check Total					\$11,815.13
		6/22/2017	20110012.024-2	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Master Plan	\$762.57
			20120176.001-24	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II-Segment 1 Design	\$6,661.31
			20150253.002-5	001-013-594-18-60-02	GG - City Hall Demo	City Campus Phase 1-Site Plan	\$4,391.25
Philips Healthcare	42890	Check Total					\$2,832.70
		6/22/2017	934861313	001-008-521-20-31-04	LE - Donation Exp - Other	HeartStart FRx Defibrillator	\$2,832.70
Platt Electric Supply	42891	Check Total					\$191.73
		6/22/2017	N273731	001-012-572-20-31-00	CS-Library-Office & Operating	T8 Ballasts for flourescent lights	\$191.73
Precision Concrete Cutting	42892	Check Total					\$1,254.61
		6/22/2017	Retainage	621-000-589-20-00-02	Street Project Retainage Reimb	Retainage payout Affidavit 712206	\$1,254.61
Public Safety Testing Inc	42893	Check Total					\$1,872.20
		6/22/2017	PST117-1757	001-008-521-20-41-00	LE-Professional Services	New Hire Background Investigation	\$1,872.20
Puget Sound Energy	42894	Check Total					\$35.09
		6/22/2017	24316495 0617	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$11.70
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop	\$11.70
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop	\$11.69
	42895	Check Total					\$118.01
		6/22/2017	3723810 0617	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas - N Lakeshore Drive	\$118.01
Republic Services 197	42896	Check Total					\$599.83
		6/22/2017	0197-002103183	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$127.89
				101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$108.07



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Republic Services 197	42896	6/22/2017	0197-002103183	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$127.90
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$127.90
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$108.07
	42897	Check Total \$264.87					
		6/22/2017	0197-002102991	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$250.96
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.91
	42898	Check Total \$132.72					
		6/22/2017	0197-002103869	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$116.52
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$16.20
Royal Restrooms of Washington	42899	Check Total \$1,975.00					
		6/22/2017	6367	001-013-594-18-60-02	GG - City Hall Demo	2 unit portable restroom cleaning-pumping-restocking	\$1,975.00
Safety Source LLC	42900	Check Total \$1,593.62					
		6/22/2017	893701	410-016-531-10-31-02	SW-Operating Costs	Trench safety supplies	\$1,593.62
Matthew Sciacca	42901	Check Total \$500.00					
		6/22/2017	070917	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake 07/09/17	\$500.00
Sherwin-Williams Co	42902	Check Total \$292.59					
		6/22/2017	9567-4	101-016-544-90-31-02	ST-Operating Cost	White paint for street lines	\$292.59
SirennetCom	42903	Check Total \$2,404.39					
		6/22/2017	0216033-IN	520-008-594-21-63-00	Capital Equipment	Lights for PT71 Chevy Colorado	\$1,055.24
			0216034-IN	001-008-594-21-63-00	LE-Capital Outlays Equipment	Lights for Traffic Vehicle	\$946.34
			0216378-IN	520-008-594-21-63-00	Capital Equipment	Lights for PT68 Police Chiefs Car	\$402.81
Six Robblees Inc	42904	Check Total \$154.54					
		6/22/2017	14-350815	101-016-544-90-31-02	ST-Operating Cost	Truck & Trailor plug PW40	\$22.03
				410-016-531-10-31-02	SW-Operating Costs	Truck & Trailor plug PW40	\$22.03
			14-351626	101-016-544-90-31-02	ST-Operating Cost	Brake Light Switch & air Valves PW40	\$55.24
				410-016-531-10-31-02	SW-Operating Costs	Brake Light Switch & air Valves PW40	\$55.24
Smarsh Inc	42905	Check Total \$300.00					
		6/22/2017	INV00221001	510-006-518-80-49-00	License Renewal - Annual Maint	Archiving Platform Content Usage-NetGuard Cloud	\$300.00
Snohomish County Health District	42906	Check Total \$15,450.00					
		6/22/2017	SHD-01 JAN-MAR	001-013-518-90-49-09	GG - Snohomish Health District	Q1 2017 Contribution	\$7,725.00
			SHD-02 APR-JUN	001-013-518-90-49-09	GG - Snohomish Health District	Q2 2017 Contribution	\$7,725.00



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Snohomish County PUD	42907	6/22/2017	100309092	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$6.81	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$6.81	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$6.81	
			104688354	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$224.54	
			108019106	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$94.37	
			108023272	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$48.27	
			108024933	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$71.75	
			111327291	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$18.04	
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$18.04	
			114644502	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$140.78	
			121279053	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$39.09	
			127891754	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$244.21	
			127892873	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$26.04	
			127894730	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$305.59	
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$177.69	
			131201269	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$69.75	
			131201472	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$131.60	
			134490351	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$380.14	
			150919828	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.02	
			150920541	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$17.01	
			150920826	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$124.30	
			157369974	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.05	
			157375317	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$47.30	
			160562408	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,481.56	
			160562490	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,106.88	
			160562578	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,215.46	
			167038598	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$35.23	
		42908	Check Total					\$3,020.00
		6/22/2017	062117	001-013-594-18-60-02	GG - City Hall Demo	Electrical inspection & connection New City Hall	\$3,020.00	
	Snohomish County Sherrifs Office	42909	Check Total					\$18,041.86
			6/22/2017	2017-3763	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2017	\$18,041.86



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Snohomish County Treasurer	42910						\$226.44
		6/22/2017	May2017	633-000-589-30-00-06	Crime Victims Compensation	May 2017 Crime Victims Compensation	\$226.44
Snopac	42911						\$26,988.62
		6/22/2017	9117	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch Services	\$26,988.62
Sound Publishing Inc	42912						\$740.80
		6/22/2017	EDH760199	001-007-558-50-41-03	PL-Advertising	LUA2017-0080 Linchan Prelim	\$87.84
			EDH760311	001-013-518-30-41-01	GG-Advertising	Appointment Veterans Commission	\$161.92
			EDH760702	001-007-558-50-41-03	PL-Advertising	LUA2017-0085 Ray Moore Variance	\$86.00
			EDH760875	101-016-542-30-41-01	ST-Advertising	Request for Bids 2017 Overlay Project	\$24.20
			EDH761107	001-007-558-50-41-03	PL-Advertising	LUA2017-0096 Nourse	\$199.76
			EDH761239	001-013-518-30-41-01	GG-Advertising	Notice of Special Meeting	\$53.44
			EDH762755	001-013-518-30-41-01	GG-Advertising	City Notices	\$50.00
			EDH763206	001-013-518-30-41-01	GG-Advertising	Aquafest/Chapel Hill Property amended notice	\$50.00
			EDH763537	001-013-518-30-41-01	GG-Advertising	Ordinance 997	\$27.64
Stericycle Inc	42913						\$10.36
		6/22/2017	3003869050	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Hazardous waste disposal	\$10.36
Steuber Distributing Co	42914						\$418.29
		6/22/2017	2841373	001-010-576-80-31-00	PK-Operating Costs	Weed & Feed	\$418.29
Barbara Stevens	42915						\$280.16
		6/22/2017	061917	001-004-514-23-43-00	FI-Travel & Meetings	PerDiem/Mileage/Parking GFOA Denver-Stevens	\$280.16
Robert Summers	42916						\$34.52
		6/22/2017	060917	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem for Police Skills Refresher-Summers	\$34.52
Tacoma Screw Products Inc	42917						\$1,501.34
		6/22/2017	18160858	001-010-576-80-31-00	PK-Operating Costs	Drill bit/connectors/washers/nuts/screws	\$45.41
				101-016-544-90-31-02	ST-Operating Cost	Drill bit/connectors/washers/nuts/screws	\$45.40
				410-016-531-10-31-02	SW-Operating Costs	Drill bit/connectors/washers/nuts/screws	\$45.40
			18161810	001-010-576-80-31-00	PK-Operating Costs	Nuts/Bolts/Screws	\$42.61
				101-016-544-90-31-02	ST-Operating Cost	Nuts/Bolts/Screws	\$42.61
				410-016-531-10-31-02	SW-Operating Costs	Nuts/Bolts/Screws	\$42.61
			18161811	001-010-576-80-31-00	PK-Operating Costs	Nitrile Gloves/safety glasses	\$76.52
				101-016-544-90-31-02	ST-Operating Cost	Nitrile Gloves/safety glasses	\$76.51



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Tacoma Screw Products Inc	42917	6/22/2017	18161811	410-016-531-10-31-02	SW-Operating Costs	Nitrile Gloves/safety glasses	\$76.51
			18162689	001-010-576-80-31-00	PK-Operating Costs	Asphalt/concrete blades	\$216.18
				101-016-544-90-31-02	ST-Operating Cost	Asphalt/concrete blades	\$216.18
				410-016-531-10-31-02	SW-Operating Costs	Asphalt/concrete blades	\$216.17
			18162690	001-010-576-80-31-00	PK-Operating Costs	Diamond Cut-off blades	\$86.73
				101-016-544-90-31-02	ST-Operating Cost	Diamond Cut-off blades	\$86.72
				410-016-531-10-31-02	SW-Operating Costs	Diamond Cut-off blades	\$86.72
			18162691	001-010-576-80-31-00	PK-Operating Costs	Particulate respirators	\$33.02
				101-016-544-90-31-02	ST-Operating Cost	Particulate respirators	\$33.02
				410-016-531-10-31-02	SW-Operating Costs	Particulate respirators	\$33.02
The Sharp Shop	42918	Check Total					\$76.02
		6/22/2017	552177	101-016-544-90-31-02	ST-Operating Cost	Hog blades	\$76.02
UPS	42919	Check Total					\$17.33
		6/22/2017	74Y42237	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$17.33
Vantagepoint Transfer Agents - 307428	42821	Check Total					\$1,155.15
		6/15/2017	061517	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp	\$1,155.15
Jerad Wachtveitl	42920	Check Total					\$31.65
		6/22/2017	060917	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem for Police Skills Refresher-Wachtveitl	\$31.65
Washington Audiology Services	42921	Check Total					\$20.00
		6/22/2017	51162	001-008-521-20-41-00	LE-Professional Services	New hire Hearing exam	\$20.00
Washington State Dept of Enterprise Svcs	42922	Check Total					\$71.22
		6/22/2017	73163260	001-008-521-20-31-00	LE-Office Supplies	Monthly Business Cards	\$71.22
Washington State Patrol	42923	Check Total					\$448.00
		6/22/2017	I17008455	633-000-589-30-00-10	Gun Permit - FBI Remittance	Background checks for weapons permits	\$448.00
Washington State Support Registry	0	Check Total					\$402.46
		6/15/2017	061517	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
Washington Tractor	42924	Check Total					\$127.46
		6/22/2017	1317760	101-016-544-90-31-02	ST-Operating Cost	Mower blade for PW30	\$37.57
				410-016-531-10-31-02	SW-Operating Costs	Mower blade for PW30	\$37.58
		1317762	101-016-544-90-31-02	ST-Operating Cost	Key nut for PW30	\$26.16	
			410-016-531-10-31-02	SW-Operating Costs	Key nut for PW30	\$26.15	



Checks to be Approved for 6/9/2017 to 6/22/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Weed Graafstra & Associates Inc	42925						Check Total \$34,152.97
		6/22/2017	164	001-011-515-30-41-00	LG-Professional Service	Attorney services - General Matters	\$34,152.97
	42926						Check Total \$250.00
		6/22/2017	Fee	301-016-544-40-41-00	Street Op - Planning -Design	Bank processing fee-Lundquist 20th St ROW	\$250.00
Kevin Womack	42927						Check Total \$102.00
		6/22/2017	051217	101-016-544-90-31-02	ST-Operating Cost	CDL license reimbursment	\$102.00
Total							\$594,788.76

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

Tuesday, June 13, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Rauchel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Todd Welch

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Community Development Director Russ Wright, Public Works Director Eric Durpos, Communications Coordinator Beth Braun, Surface Water Engineer Leah Everett, Police Chief John Dyer, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Commander Ron Brooks

OTHERS: Janice Huxford, Aquafest

Pledge of Allegiance: Council President Kurt Hilt introduced Kevin Frisby, a fourth grader at Mt. Pilchuck Elementary, who led the Pledge of Allegiance.

Roll Call: Motion by Councilmember Tageant, seconded by Councilmember Daughtry, to excuse Councilmember Welch from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Councilmember Hilt said that Consent Agenda Item D, Approve Professional Services Agreement with Kidder Mathews for Appraisal Services will be moved to Action Item D, Consent Agenda Item F, Approve Professional Services Agreement with Operation Military Family Cares will be moved to Action Item E, and Consent Agenda Item G, Approve Public Works Contract with Sonitrol will be moved to Action Item F. At Councilmember Petershagen's request, Consent Agenda Item H, Approve Public Works Contract with Lochner re 24th Street / 91st Avenue SE Design was moved to Action Item G and Consent Agenda Item J, Approve Public Works Contract with 3 Kings Environmental, Inc. was moved to Action Item H.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to approve the agenda with the noted changes. On vote the motion carried (6-0-0-1).

Citizen Comments:

Sally Jo Sebring, 1023 99th Avenue SE, Lake Stevens, shared that she learned about some construction practices that developers utilize from a neighbor who used to work in construction.

New Employee Introduction: Director Durpos introduced Leah Everett to the Council and said she is the new engineering technician for surface and storm water. He reviewed her background experience and said she previously served as an intern to the city.

Guest Business:

Janice Huxford introduced herself and provided an overview of Aquafest 2017. This year's theme, "Under Construction" was selected because downtown is under construction. Ms. Huxford thanked the City for its previous support including the investment in the sound system and the facilities staff, which has proved to be invaluable to the success of Aquafest, and she requested that the City continue to contribute to these costs as it has in previous years. Ms. Huxford said Aquafest is also renewing its request for alcohol in the VIP tent, which is a ticketed event available only to Aquafest sponsors. Ms. Huxford said that the many-year sponsor of the Aquafest fireworks has declined to sponsor this year's fireworks. Aquafest is looking for a new sponsor, and asked if the City would consider sponsoring the fireworks in 2017. The cost would be \$7500. Ms. Huxford then responded to Councilmembers' questions.

Council Business:

- Councilmember Daughtry: Eagle Ridge Community Garden, invited volunteers to assist.
- Councilmember Petershagen: Economic Alliance, Sewer District Board Meeting.
- Councilmember Hilt: Lake Safety Task Force, Community Transit, Snohomish Health District.
- Councilmember McDaniel: Public Safety subcommittee meeting
- Councilmember Holder: Parks Subcommittee, Parks Board, update on parks status, Arts Commission summer schedule for Music by the Lake, Shakespeare in the Park, Movies by the Lake, partnership with Lake Stevens School District to develop community classes.
- Councilmember Tageant: Economic Development & Public Safety subcommittee meetings.

Mayor's Business:

- There are continuing conversations with the Food Bank regarding sites and funding.
- Washington Department of Transportation is postponing the next Highway 9/204, public event. In the meantime the City will meet with WSDOT and review proposals and how they will impact Vernon Road/Davies Roads; there will also be followup with the business community prior to a public meeting.
- The City contracted with an engineering firm to assist with the shoulder improvement of South Lake Stevens Road. The Mayor has requested a complete design for a "share-all" improvement, which would provide a safe walking and bicycling shoulder for all.
- The City of Everett has sponsored some conversations regarding a Trestle update and replacement, including with Lake Stevens, Snohomish County and Port of Everett. How to fund this project continues to be explored.
- Reminded that July 11th is the last Council meeting until August 22, 2017.

City Department Report.

- Chief Dyer: Safety Fair was very successful; Wyatt Park and heavy Memorial Day visitors, and there were several incidents in which law enforcement was called in. Working with Snohomish County Sheriff's Office to develop a joint action plan for greater law enforcement presence at Wyatt Park by both Lake Stevens and the Sheriff's Office.
- City Administrator Brazel: Human Resources update.

- Community Development Director Wright: Chapel Hill subcommittee with Makers; Planning Advisory Commission, subcommittee to work with Puget Sound Regional Council for setting early population growth projections
- Public Works Director Durpos: Stormwater repairs and catch basin cleanup, roadside maintenance; County will be striping this week; AquaTechnex milfoil survey.

Consent Agenda:

MOTION: Moved by Councilmember Holder, seconded by Councilmember McDaniel, to approve the revised consent agenda: (A) 2017 Vouchers [Payroll Direct Deposits of \$161,593.86, Payroll Check Nos. 42690-42692 totaling \$4,893.78, Tax Deposits totaling \$63,626.03, Electronic Funds Transfers (ACH) of \$213,012.15, Claims Check Nos. 42688-42689, 42693-42812 totaling \$1,777,119.91, Void Check Nos. 42559 and 42453 totaling \$1,351.01, Total Vouchers Approved: \$2,218,894.72], (B) City Council Regular Meeting Minutes of May 23, 2017, (C) Supplement No. 1 to Professional Services Agreement with Makers, (D) Removed to Action Item D, (E) Professional Services Agreement with CIC for Appraisal Services (F) removed to Action Item E, (G) removed to Action Item F, (H) removed to Action Item G, (I) Public Works Contract with H.S. Wold for Exterior Painting of City Buildings, (J) removed to Action Item H, and (K) Letter of Intent re Acquisition of Frontier Heights Park. On vote the motion carried (6-0-0-1).

Public Hearing:

Public Hearing and First Consideration of Resolution 2017-011 re Amendment No. 2 to Nourse Development Agreement: Mayor Spencer reviewed the public hearing process and opened the public hearing.

Senior Planner Melissa Place presented the staff report and reviewed the procedural history and background of this proposed project using a PowerPoint presentation to illustrate some of the key elements of the project and proposed changes to the project and Development Agreement. Planner Place said that tonight Council's requested action is to consider the modifications to the Development Agreement under the Second Amendment and to continue the Public Hearing for Action to the next Council meeting on June 27, 2017. She then responded to Councilmembers' questions, including questions regarding the parks and open spaces and their size.

Councilmember Daughtry inquired about parking signage. Planner Place responded that under current regulations signage is required. Community Development Director Wright added that the City wants to require physical stripes on the roadway in addition to the signage, so that people understand where the parking is and what the limitations are, and this would be a maintenance requirement of the City.

Responding to Councilmember Hilt's question, Planner Place estimated there are estimated to be 770 on street parking spaces provided in the project as currently proposed, but realistically there are approximately 500 on street parking spots. Director Wright said this is the same residential road standard as any other development with the difference being the higher density of this development; by correctly aligning driveways on-street parking will be added.

Councilmember Petershagen asked about improvements to Callow Road from Lundeen Parkway to SR 92. Planner Place responded improvements will be required, including a right in/right out only on SR 92, which is a WSDOT requirement. Other improvements to Callow Road include installation of sewer and stormwater improvements. Also the City is looking at some maintenance improvements on Callow and is exploring cost-sharing with the applicant for efficiency.

Responding to Councilmember Holder's question about a roundabout at the intersection of SR 92 and Callow in the future, Director Wright responded this is a state-controlled intersection and WSDOT would make that decision in the future. At this time, the Applicant has made an application to WSDOT that includes a slip lane onto SR 92.

Mayor Spencer invited public comment.

Jim Clark, 3493 111th Drive NE, is concerned that his neighborhood will become a throughway, especially with the proximity to the high school.

Sally Jo Sebring, 1023 – 99th Avenue SE, requested that the hearing be continued.

Sabrina O'Malley, 3425 – 111th Drive NE, thanked City for taking citizen concerns into consideration for making some of the changes. Ms. O'Malley shares Mr. Clark's concerns, and concerns about the schools. She commented the schools are overpopulated and there is not enough business to fund new schools through sales tax so the financial burden falls to private citizens.

Andrea Wright, 10815 – 29th Street NE, is interested in the estimated shared costs to the city as a result of the changes to the development. She requested that no roundabouts be used as traffic calming devices as they are "fun" to high school aged drivers. Ms. Wright does not believe that the increased buffers are an improvement or concession by the developer as the 20-foot wide setbacks were required by the original Hearing Examiner Decision. Ms. Wright requested that the setback be increased to 50 feet.

Teresa Walker, 10601 Oak Road, has the only house that is surrounded by the whole development. She accepts this development is coming, but is concerned about water runoff that currently exists and that the development will bring more runoff and that wetlands will result.

Scott Denny, 20807 – 29th Street NE, agrees with the comments made by Ms. O'Malley and Ms. Wright regarding increased buffer zones to reduce development impact to the homes that are already in place. He also asked that development impacts to schools be considered.

Aaron Wright, 10815 – 29th Street NE, asked what is the communication by the City with the school board regarding this development and what it will be in the future.

Jim Clark, 34933 – 111th Drive NE, asked if there is any way to keep 111th Drive NE blocked off to maintain the current neighborhood character.

Todd Jensen, 3409 – 111th Drive NE, said his home is located two houses away from where the new street will be located and this proposal is a major setback. Their neighborhood is a dead-end and there are a lot of children. Mr. Jensen is concerned that a street connection would make this road a thoroughfare to the intersection of 113th and SR 92. Mr Jensen contends the

roundabout at that intersection cannot support another 500 vehicles. Additionally, with all of this development the community is losing its community feeling. Mr. Jensen commented other developments have built homes to the standards of the existing community.

Natalie Scrivens, 11183 – 30th Street NE, said the schools here are amazing and that citizens are concerned that the schools not be so impacted by high density development, and they are also concerned about increased traffic.

Mayor Spencer closed the public comment portion of the public hearing.

Responding to Councilmember Holder's question, Planner Place said the initial traffic study was completed in 2006 as part of the development agreement, and then there were two memoranda that were completed this year, one prior to the spring break, and one after spring break. Planner Place added there are changes between 2006 and now including that the roundabout at 113th/SR 92 did not exist in 2006, nor did the roundabout on Lundeen and Callow, and those two roundabouts have helped improve traffic flow and lessen traffic impacts. Director Wright confirmed that traffic counts have reduced proportionately because of the road improvements.

Councilmember Petershagen asked that staff explain how the process works between the City and the school district with respect to development.

Councilmember Hilt explained that the Growth Management Act requires that cities have a capital facilities plan that considers projected growth so that they can prepare for future capital needs. He asked if the school district is also required to comply with the Growth Management Act and have a compliant capital facilities plan, and if so, is the school district engaged in that plan.

Responding to Councilmembers Petershagen's and Hilt's questions, Director Wright explained that the city and school district engage one another regarding capital facilities planning. The city adopts its comprehensive plan annually, and every 8-10 years the city adopts a substantial modified plan. The City updated its plan in 2015, and in 2016 the school district updated its plan, which was then adopted by reference by the City. The City coordinates regularly with the Director of Operations for the school district, who is ultimately responsible for facilities planning and construction. This project has been discussed periodically over the years with the school district, even during the project hiatus, and so this project has always been part of the future projections. As a reviewing agency, the school district is notified on every subdivision project and provides input. On this project the City has engaged the school district regarding safe walking routes and bus stops.

Mayor Spencer said he is hearing concerns about the number of new students and school capacity for students, not with this one development but with all the new development.

Councilmember Holder explained that the school district's hands are tied when it comes to projecting and building because of state code requiring that the bodies must be in place before a facility can be constructed. This has to do with how much they can ask for from the voters for capital facilities at elections.

Director Wright added this developer will be paying the current impact fees for traffic, schools and parks.

In response to Councilmember Hilt's question about any movement by the legislature to amend the Growth Management Act to allow communities more flexibility in managing growth, Director Wright said that the cities have a place at the table with the Puget Sound Regional Council, but as the Growth Management Act is currently set up there are designated urban growth areas and in those areas that would be the cities and those areas outside the city that are eligible for annexation. The plan is set up and designed to meet that goal as well as to provide and design a variety of housing options that lead to high density and includes more suburban. Staff considers all of this when looking at allocations and improvements to infrastructure and protections to the environment. Under the current climate every GMA option becomes a little more challenging to have local flexibilities.

Councilmember Daughtry commented that it is not only the growth numbers, but also the shrinkage of land due to the environmental concerns.

Referencing the proposed park in the development, Councilmember Holder commented that the Parks Board is generally not in favor of accepting neighborhood parks due to having to take care of parks that are part of the neighborhood and are not for the public.

MOTION: Councilmember Tageant moved, Councilmember Hilt seconded, to continue consideration of Resolution 2017-011 re Amendment No. 2 to Nourse Development Agreement to the June 27, 2017 City Council meeting. On vote the motion carried (6-0-0-1).

Action Items:

Approve Resolution No. 2017-010 Accepting Vehicle Donation from Joe W. Neverkewitz:

Chief Dyer presented the staff report and said that the donated vehicle is an antique police vehicle that will be used for parades and other community events. The Police Department is excited to receive this vehicle donation from Joe Neverkewitz and police staff are working to outfit the vehicle as it historically appeared.

MOTION: Moved by Councilmember Holder, seconded by Councilmember McDaniel, to approve Resolution 2017-010 accepting a donation of personal property from Joe W. Neverkewitz. On vote the motion carried (6-0-0-1).

Approve Ordinance 997 Amending LSMC 7.0.010, "Definitions" and LSMC 7.36, "Bicycle and Skate Regulations": Chief Dyer presented the staff report and said adoption of Ordinance 997 will clarify the city's laws for bicycle and skate regulations. This is prompted by a citizen contact that the current regulations are not clear. Chief Dyer invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant to approve Ordinance 997 Amending LSMC 7.0.010, "Definitions" and LSMC 7.36, "Bicycle and Skate Regulations". On vote them motion carried (6-0-0-1).

Approve Aquafest Request to Serve Beer and Wine in the VIP Booth at North Cove Park:

Director Wright presented the staff report and noted, LSMC 10.03.150 provides that Council may permit the sale and consumption of alcoholic beverages within a confined license area pursuant to an event permit issued by the City and a permit issued by the Washington State Liquor and Cannabis Board. This request is an annual request by Aquafest. Director Wright then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Tageant, to approve the Aquafest request to serve beer and wine in the VIP booth at North Cove Park. On vote the motion carried (6-0-0-1).

Regarding the facilities management by BOSS and the Sound System, Janice Huxford clarified that the total cost is \$3500 and \$1500 respectively, and the request is that the City share equally in those costs

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Petershagen, to approve the Aquafest request for financial contribution for the sound system and facilities management by BOSS in the total amount of \$2,500. On vote the motion carried (6-0-0-1).

Concerning the request by Aquafest that the City sponsor the Aquafest Fireworks display, there was consensus that this matter be discussed at the June 19, 2017 special Council meeting.

Approve Professional Services Agreement with Kidder Mathews for Appraisal Services:
Mayor Spencer noted that Councilmember Tageant is recusing himself from this matter.

Director Wright presented the staff report and said that as the City moves into its plans for the 20th Street SE improvements, one of the plans that the City has been considering is to construct a regional stormwater facility, as well as constructing new roads including 24th Street and an extension of 91st Street. Approval of this professional services agreement would allow the City to begin appraisals of the properties for potential purchase and sale at a later date. Beginning the process now allows the City to evaluate what the cost is to build the infrastructures such as stormwater and roads on the property known as the Nordin property and the City's property. In the eventuality that these public properties were purchased, the City could then turn around and immediately surplus the properties that it does not need to a third party purchaser developer or on the open market.

Councilmember Petershagen asked about how the cost of the appraisal amount is determined, and commented on the difference in cost of this appraisal and the appraisal to be done by CIC Valuation.

Mayor Spencer responded that the Kidder Mathews appraisal is a straight appraisal of properties, and the CIC Valuation professional services agreement includes both the appraisal and the land use report that would go with the potential of a condemnation which could include litigation.

Councilmember Daughtry said that during the Economic Development subcommittee meeting it was brought up that there is a difference in cost based on whether it is a single report that covers the whole appraisal or a double report that sets out each individual infrastructure and what would be surplus. The subcommittee determined this should be brought as an action item.

Director Wright clarified that the estimate for a single combined report that would include the City's properties that were just recently acquired known as the Ridgeline property vs. the Nordin property, is about \$500 price reduction. If it is broken out into two reports, it separates the City's ownership from other ownerships and keeps it clearer as to why the City's properties are being evaluated and possibly holding for future public purpose or surplus vs. getting an appraisal for

value for infrastructure areas and undevelopable areas on the other parcel. Two reports is \$10,000, a single report is \$9500.00.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember McDaniel, to approve the Professional Services Agreement with Kidder Mathews with two reports, not to exceed \$10,000. On vote the motion carried (5-0-1-1), with one abstention.

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

City Administrator Brazel presented the staff report and said that OMFC is a nonprofit company that will work with the City and the new Veterans Commission to improve veteran outreach, identify opportunities for partnerships between businesses and veterans, and promote Lake Stevens as a viable community for veterans and their families. He reminded that this project dates back to discussion at the Council's retreat in early 2017. At that time research was undertaken to see who could assist with this goal and Mike Shindler and Operation Military Family Cares was determined to be a company that could help the City move forward and make this program a success.

Councilmember Hilt added that at the time this discussion Council did not want this to be a project that was begun but did not get off the ground. OPMFC is a company that can help ensure the success of the goals of the City in establishing a Veterans Commission. OMFC came on the City's radar because of the work they did at Joint Base Lewis McChord, specifically rewriting the entire transitional services plan for them, as well as writing programs in Tennessee and Texas and providing their expertise to other organizations.

Councilmember Holder said when the conversation about creating a Veterans Commission first started there was not a lot of information available. She is concerned about the cost of this Professional Agreement because there is not a Veteran's Commission in place yet, and she sees a lot of redundancy in services that could be brought in from nearby agencies already in place such as the Family Center and American Legion, and agencies in other nearby cities such as the Reserve Center in Marysville, the Veterans Service in Everett and the National Guard out of Camp Murray. These agencies are willing to offer their services at no cost to the City.

Mayor Spencer responded that OMFC is not a service provider but rather, they look at the question of how the city and surrounding areas are able to support the veterans in the community, whether they are longterm or new residents. OMFC looks at what services are available, what is the gap and how the gap can be filled. Additionally they have good accessibility to funding opportunities that will the City get services such as the Family Center and potentially the Food Bank off the ground. This will help the City move forward with these priorities and at the same help veterans in the community.

Councilmember Tageant agreed that the City has some momentum and added that the American Legion will be a great resource.

Councilmember Petershagen understands the goal, but is concerned about whether there is really a budget for this. He asked if this will be an ongoing cost. Councilmember Hilt responded this is a one-time setup cost.

Councilmember Hilt responded the goal is to build a city and community that is so collaborative with how it works with its Veterans Commission that it sets an example for other cities. The goal is to build a veterans group that will work with external partners that are willing to fund identified

projects. Councilmember Hilt added that he received an email from the Bob Roker Foundation offering \$2,000 to the Veterans Commission and City of Lake Stevens just because the City is potentially considering working with OMFC because of the outreach OMFC has with the veterans community nationally. OMFC also has connections with the State Department of Veterans Affairs.

Responding to Councilmember Petershagen's question, Councilmember Hilt said this is a one-time assessment to get the program off the ground.

Councilmember McDaniel asked if the services provided by OMFC may already be provided by the Legion.

Councilmember Spencer clarified that this is not a service organization. OMFC is a company that can assist the City and its Veterans Commission in reaching out to the veterans community to ensure success in achieving the City's goals of mobilizing services for veterans and also tapping into veterans skills and talents. Once the setup is completed the City will move forward on its own.

Councilmember Holder asked how grants that are applied for would be utilized. Mayor Spencer responded that grant funds could be leveraged to provide funding for the Family Center so that it can in turn provide services to veterans.

Councilmember Holder said she prefers to see the commission formed before any agreement with OMFC.

Councilmember Daughtry said he supports moving forward, but expressed concern that this agreement did not follow the process of going to a subcommittee before being brought forward to Council for approval.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve the Professional Services Agreement with Operation Military Family Cares (OMFC) in the amount of \$18,000. On vote the motion carried (5-1-0-1).

Approve Public Works Contract with Sound Security, Inc. Security and Fire Alarm

Installation Contract: Director Durpos presented the staff report and said that this contract is for the installation of a security system in the new city hall facilities and also for monthly monitoring. Director Durpos explained that Sound Security, Inc., dba Sonitrol, is on the approved federal government contract list and that the dollar amount was previously approved as part of the budget for the new city hall facilities. Director Durpos highlighted that Sonitrol is monitored in Everett, they use a new system that is based on audible sounds, and they have the lowest false alarm rate out of any other company. By bundling the fire, security and the key lock systems, the City will get a high quality security system.

Responding to Councilmember Holder's question, Director Durpos said this is a five-year monitoring contract. After five years the City can renew the contract or change companies. The City will be purchasing the equipment as part of the contract. He added that a condition of occupancy of the new building is that a security system be in place.

Responding to Councilmember McDaniel's question, some of the equipment may be transferrable to another meeting.

Councilmember Hilt asked if Council wished to continue the meeting beyond 9:00 p.m., and there was consensus to do so.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember McDaniel, to approve the GSA contract for the installation and monthly monitoring of security and fire systems with Sound Security System, Inc., dba Sonitrol Pacific. On vote the motion carried (6-0-0-1).

PW Contract with Lochner: Director Durpos agreement introduced the Professional Services Agreement with Lochner and Associates for the design and engineering for the new proposed 24th Street Avenue extension, as well as an option to design the 91st Avenue section off 20th SE. The contract is set out in tasks that can be evaluated and included or removed as the City moves through the project.

Councilmember Petershagen expressed concern that this matter was placed on the consent calendar when it carries a large contract value.

Mayor Spencer explained that matters were placed on the consent agenda this evening due to the public hearing that was scheduled, and the large amount of public testimony that was anticipated.

Director Durpos responded to Councilmember Petershagen's question and explained that each utility company has their own design that is implemented into the plan sheet, so it includes the roadway with a conceptual plan of where those utilities will be. When it goes to construction the utility companies have their own sets of standards and designs that they add in to the packet at that time. He added that Lochner was the only company that responded to the request for proposals.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember McDaniel, to approve the Public Works Contract with Lochner for the 24th Street / 91st Avenue SE Design in an amount not to exceed \$846,242. On vote the motion carried (6-0-0-1).

3 KINGS/ASBESTOS ABATEMENT: Director Durpos presented the staff report and said this contract is for abatement of asbestos in paint in the two city-owned homes on 20th Street SE. ServePro previously completed the testing and environmental work on the two homes and determined that they do require abatement. The City determined to put this abatement out to a competitive bid as ServPro's estimate to abate the two homes was over \$50,000. 3 Kings Environmental had the lowest responsive bid. Director Durpos added that these homes are vacant and require a police response from time to time, as well as maintenance. The demolition will be completed by the Public Works crews.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Tageant, to approve a public works contract with 3 Kings Environmental for asbestos abatement in an amount not to exceed \$30,600.90. On vote the motion carried (6-0-0-1).

Executive Session: There was consensus to reschedule the executive session to the next Council meeting.

Study Session: None.

Adjourn:

Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to adjourn the meeting at 9:22 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 27, 2017

Subject: Nourse Development Agreement Amendment No. 2 (LUA2017-0096) – Continuation of Public Hearing

Contact Person/Department: Melissa Place, Senior Planner & Russ Wright, Community Development Director **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Continuation of Public Hearing and Second Reading for Resolution 2017-011 related to the Nourse Development Agreement Amendment No. 2 (LUA2017-0096).

SUMMARY: The City Council held an open-record public hearing on Amendment No. 2 to the Nourse Development Agreement on June 13, 2017 and decided to continue to the public hearing until June 27, 2017. This staff report and the revisions to the Development Agreement respond to the public comments and City Council's comments and direction received at the June 13th meeting.

DISCUSSION:

At the June 13, 2017 City Council meeting, staff presented Amendment No. 2 to the Nourse Development Agreement highlighting the revisions to the agreement, including the revisions mutually agreed upon between the developer and the City through the dispute resolution process. The information and exhibits contained in the June 13th staff report are hereby incorporated by reference into this staff report and can be accessed via the following online link: <http://www.lakestevenswa.gov/Archive.aspx?AMID=38>.

During the public hearing for the proposed amendment, concerns were expressed regarding school impacts and coordination between the City and Lake Stevens School District (the District), the proposed connection/access of 111th Ave NE to the Malia Heights subdivision, density of the proposed project, costs the City may incur for public improvements, buffer zones for adjacent existing homes, and changing community feel. Based on the concerns heard at the public hearing and expressed by City Council at the June 13th meeting, city staff have incorporated responses into this staff report and made grammatical revisions to Amendment No. 2 of the Nourse Development Agreement (**Exhibit 1**-redlined). No revisions have been made to Resolution 2017-011. The Conceptual Site Plan for the project is shown in **Exhibit 2**. In addition, several written public comments were received by the City since the June 13th meeting and have been added to this staff report for Council's consideration (**Exhibit 3**). The traffic memorandums for the project were not included in the previous staff report due to the extremely large size of the previous staff report including exhibits, but have been added to this report as **Exhibit 4**.

School District

In response to the concerns raised regarding school impacts, the City met with the Lake Stevens School District Director of Operation to discuss the project. Subsequently, the School District provided a letter to

the City detailing the school district's participation in the review of plans for this development, other developments occurring within the jurisdictions within the District's boundaries, and how the District addresses the impacts of housing growth through their Capital Facilities Plan (**Exhibit 5a**). Before this meeting, the City had contacted the District when the application was first submitted to the City in March of 2017 asking for their input on the project. In response, the City received a letter dated April 17, 2017 (**Exhibit 5b**) stating the anticipated number of students by grade level generated by the project, requesting that the City assess the full amount of impact fees as provided by City ordinance, and stating that bus stops to the development would be located at the entrances to the development, but requesting that adequate walk paths to and at the bus stops be provided. The District then sent an email to the developer with more specific information on where the bus stop locations should be provided (**Exhibit 5c**).

111th Connection Ave NE/Traffic Calming

One of the substantial changes to the site plan after the public meetings held in April of 2017 and negotiated through the dispute resolution process was the through connection of Road J in Phase 4 of the project to 111th Ave NE to the road stub located within the Malia Heights subdivision at its termination point. When a road is stubbed, it is done so in anticipation of future road connection(s) rather than creating a dead-end road or another turnaround. Through the dispute resolution process a secondary access to the eastern half of homes was discussed and the developer agreed to comply with current fire code for all residential occupancies, including providing appropriate permanent secondary access for phases with more than 30 unit lots. Through the dispute resolution process, it was mutually agreed upon based on professional expertise and current municipal and state regulations, by the Public Works Department, Planning & Community Development Department, Police Department, the Fire District, and the developer that a through connection to 111th Ave NE would best serve not only the Nourse development, but existing adjacent developments, including the Malia Heights subdivision. An access connection in this area is required based on safety, code, and operations. Specifically, fire code requires secondary access for 30 more lots and LSMC 14.56.060 requires that residential streets connect with surrounding streets to permit the convenient movement of traffic between residential neighborhoods and/or to facilitate access to neighborhoods by emergency service vehicles. City code also discourages dead-end roads.

In response to the concerns by the public regarding this connection becoming a thoroughfare for traffic, the city and developer have coordinated on providing five traffic calming options that could be installed in either or both neighborhoods to slow the flow of traffic and address assumed safety concerns (**Exhibit 6**). With each traffic calming option, there are positive and negative impacts as shown on the exhibit. The following section provides additional discussion on each traffic option:

1. Chicane – A chicane is an artificial feature creating extra turns in a road to slow traffic for safety. It mimics regular traffic by providing two-way flow with less visual impact to drivers than the other options. It would provide minimal to moderate restriction depending upon the amount of calming desired. In this application, a chicane would not create additional critical areas impacts.
2. Alternating One-Way – this option includes a series of raised road obstacles, striping and signage that creates one-way traffic flow. This traffic facility would be the most restrictive of the options (excluding the cul-de-sac) and still allow through access. This option provides the most traffic calming and does not create additional critical area impacts.
3. Roundabout - a roundabout is a raised, circular island around, which directs all oncoming vehicles travel until reaching their destination street. It allows for two-way traffic, mimics regular traffic flow, and could have a landscaped planter area in the inner circle. In this specific scenario,

it would cause additional impacts to critical areas, may slow but not alleviate traffic, and may not easily be located outside the proposed project area due to impacts to existing properties.

4. Mid-block Bulb-outs – bulb-outs are sidewalk extensions in selected areas that help to neck-down and slow traffic. Such an option allows for two-way traffic and more traffic queuing. This scenario, would not create additional critical area impacts. However, bulb-outs can create possible safety hazards for drivers because of visual obstructions and forcing traffic to the center of the road.
5. Cul-de-sac – this option was included to show an option that does not create a through access between neighborhoods, but allows for pedestrian and emergency access when needed. It would not create increased traffic between the neighborhoods, but it would severely restrict fire and emergency access response time. This scenario would be the hardest for maintenance and would have significant impacts to critical area buffers by reconfiguring lots.

Additional traffic calming devices that could be installed in either neighborhood include speed tables (potential for mid-block crossing), pavement texturing (grooves/small bumps), radar feedback signs, and flashing hazard beacons. Any option(s) that would be installed would have to be located per engineering and safety regulations and best practices.

The preference from city staff and the Fire District is to maintain the direct access (without traffic calming device) between the Nourse project and the Malia Heights subdivision to meet safety, code, and operational requirements. If a traffic calming option is installed, the City's preference is a modified alternating one-way option because it would provide superior traffic control, while maintaining operational functionality for road maintenance and minimizing impacts to critical areas. Modified meaning that the devices would be elongated for easier maintenance and emergency vehicle access, while slowing traffic considerably. The secondary preference would be a chicane for similar reasons with less impact to emergency responders. The Fire District prefers the chicane, bulb-out or roundabout option over the alternating one-way and the cul-de-sac options.

Off-Site Improvement Costs

Amendment No. 2 to the Development Agreement contains language whereby the developer agrees to construct off-site improvements to Callow Road, Oak Road, 109th Ave NE, and 30th St NE in exchange for credits to the extent allowed by city code, for traffic impact fees, right-of-way acquisition, and in-lieu costs. The city will be responsible for its proportionate share of costs for the off-site improvements when the construction costs exceed allowed contributions and credits.

There will be substantial public benefit associated with the off-site improvements. Callow Road will have an improved pedestrian connection along its entire length on the east side of the road, from SR-92 to the Lundeen Parkway roundabout. In addition, Callow Road and adjacent properties will see improved drainage from the installation of a stormwater system in Callow Road, slope stability measures along the eastern side, and installation of a sewer system down Callow Rd. The improvements to the Oak Road and 30th St. NE will enhance the city's road network, increase traffic safety, provide pedestrian connections, and improve drainage in the area with the installation of new stormwater systems, which will have the added benefit of improving existing critical area habitat.

The developer has provided the city with an estimate of the off-site improvement costs totaling approximately \$1.6 million. This project estimate includes an existing city project to rebuild a portion of Callow Road with a budget of \$450,000. The combined project funding and cost sharing follows*:

- Callow Road (existing city project in 2017 budget) \$450,000

• Traffic Impact Fees (from developer)	\$510,000
• Credits (from developer)	\$100,000
• Overlay costs (from developer)	\$157,500
• SEPA Funds	<u>\$403,903</u>
	\$1,621,403

Additional Concerns/Questions

One of the concerns that arose at the prior public hearing related to the proposed buffer between the new subdivision and existing homes adjacent to the proposed project. Through the dispute resolution process, the city and developer negotiated a 20-foot wide landscape buffer adjacent to the existing subdivision of Cedar Ridge, a 30-foot wide landscape buffer adjacent to SR-92, and an increase of critical area buffers, particularly on the eastern half of the site nearest existing homes. In the hearing examiner's decision for the proposal from 2007, Condition of Approval No. 18 states "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." The developer is proposing a twenty-foot wide landscape buffer in compliance with the CUP permit and Hearing Examiner decision from 2007. Tract 998 was a proposed open space tract in the same location as proposed Tract 992 as shown in the Conceptual Site Plan today. In the project plan from 2007, there was a proposed open space labeled as Tract 997 which was located at the end of the cul-de-sac. Finding No. 23 in the Hearing Examiner decisions states there was to be a twenty-foot wide setback from the proposed development's southern property line and that there would likely be fifty feet separating nearby houses on proposed lots from the proposed lot property line. The fifty-feet was a statement in a finding, not a condition of approval, but appears to have considered the space within Tracts 997 and/or 998 and the 20-foot wide landscape buffer.

A question was asked at the public hearing whether the road (as shown in grey) on the Conceptual Site Plan between Phases 3 and 4 connected to SR-92. This is unopened city right-of-way along 109th Ave NE that the developer has requested to vacate a portion of this right-of-way. This is not proposed to be improved or connect to SR-92 as may otherwise appear on the site plan.

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 developer 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 developer 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

BUDGET IMPACT: None.

EXHIBITS:

Exhibit 1 – Resolution No. 2017-011 and Development Agreement Amendment No. 2

- Exhibit 2 – Conceptual Site Plan –250-homes
- Exhibit 3 – Public Comment Letters - received since June 13, 2017
- Exhibit 4 – Traffic Memorandums dated April 6, 2017 and April 12, 2017
- Exhibit 5 - Lake Stevens School District Correspondence
 - 5a Letter dated June 20, 2017
 - 5b Email dated April 17, 2017
 - 5c Email dated June 8, 2017
- Exhibit 6 - Nourse 111th Drive NE / Road J Traffic Calming Exhibit

EXHIBIT 1

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

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 ~~to~~ 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

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 _____

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;

CHICAGO TITLE COMPANY

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)

Policy No.: 005610895

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

CHICAGO TITLE COMPANY

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 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

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. construction 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
- WETLAND BUFFER ADDITION
258,271 SF (5.93 ACRES)

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.

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 spaced hydrants and cul-de-sacs in accordance with current City code and engineering standards.

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.

EXHIBIT 3
PUBLIC COMMENT LETTERS

From: [Russell Wright](#)
To: [Melissa Place](#)
Subject: FW: Road through neighborhood
Date: Wednesday, June 14, 2017 12:54:45 PM

FYI

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

-----Original Message-----

From: Chad Squire [<mailto:fdscmic1@gmail.com>]
Sent: Wednesday, June 14, 2017 11:34 AM
To: Russell Wright <rwright@lakestevenswa.gov>
Subject: Road through neighborhood

My name is chad and I live off of 36th St NE and 11300 block. I heard about the condos or houses going in next to my house and just heard that the road on 111th Ave is going to punch through into our neighborhood. I sure hope you can tell me that this isn't true. It would make our small neighborhood into a street with way too much traffic. I have a 2 and 4 year old that play out front and I am concerned for their safety.

Thank you,
Chad Squire
(206)992-6031

Sent from my iPhone

From: [Cherith Lee](#)
To: [Russell Wright](#); [Melissa Place](#)
Subject: New Condos by Callow Rd and Highway 92
Date: Tuesday, June 13, 2017 5:55:59 PM

I emailed a few months ago about this new development. My husband attended the last public hearing about it and asked specifically if the new development was going to go thru our neighborhood. They told us no and that they would have their own entrances and exits. Well we just got another flyer that says they are now going to make it a through street! This is maddening! We specifically bought here because it was a small neighborhood that would be safe for our kids to play in! Now we are going to have 400 extra cars driving fast thru here! And not to mention our house values will definitely go down. This is so not right. Who can stand up for the people's right? Not everything should be about extra money and tax dollars. This city is growing at a capacity that it's not capable of keeping up with. Including the schools and 204 and the trussel.

Sent from my iPhone

From: [Rick - Dawn Steidle](#)
To: [Melissa Place](#)
Subject: Concerns regarding access to Callow Road development via 111th
Date: Tuesday, June 13, 2017 6:48:47 PM

Dear Melissa,

I am a homeowner on 112th CT NE. I am hearing that the current plan is to tie the new 250 condo development into 111th, and wanted to share my concerns germane to this.

This will dramatically transform our current, quiet and safe neighborhood in to a major thoroughfare, with a minimum of 400 extra cars driving our narrow streets where children regularly play.

As a long time homeowner in this area, among many others, I am concerned about the negative impact in terms of safety due to such a large increase in traffic through our area.

I implore you to reconsider, and exclude 111th Dr NE or 36th St NE as part of the access plan to this huge development.

Sincerely,

Rick and Dawn Steidle
3492 112th CT NE
Lake Stevens, WA

From: [Sally Jo Sebring](#)
To: [Melissa Place](#)
Subject: RE: initial Nourse Amendment 2 questions
Date: Tuesday, June 13, 2017 1:29:35 PM
Attachments: [image001.png](#)

Melissa,

Thanks for the answers. I passed them on to several others I'm in contact with in case they had those questions, too.

I'm not sure the situation is clear to me yet surrounding the second question and answer but hopefully we'll have some more weeks to ask questions.

Thank you
Sally Jo Sebring

From: Melissa Place [mailto:mplace@lakestevenswa.gov]
Sent: Tuesday, June 13, 2017 9:38 AM
To: Sally Jo Sebring <sallyjosebring@frontier.com>
Subject: RE: initial Nourse Amendment 2 questions

Hi Sally Jo, please see my responses in red below.

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: Sally Jo Sebring [mailto:sallyjosebring@frontier.com]
Sent: Monday, June 12, 2017 1:01 PM
To: Melissa Place <mplace@lakestevenswa.gov>
Subject: initial Nourse Amendment 2 questions

Melissa,

I have some initial questions regarding the Nourse Amendment 2.

1. Are the ROW vacations going to be done separately later? Yes, the ROW vacations are not on the agenda for consideration tonight.
2. p. 3 of 5 Staff Report regarding Transportation & Stormwater Sections, there is a phrase in each, "The city agrees to provide the credits and/or proportionate costs related to off-site improvements when the costs exceed *the contributions from a variety of financial methods.*" (italics mine) Could you clarify what *contributions from a variety of financial methods* means? The variety of financial methods would include, traffic mitigation credits, in lieu fees by owners, or acquisition costs from right-of-way vacations granted to the owners.

I think I have more questions, but need to formulate them more.

Thank you,
Sally Jo Sebring

From: [Sally Jo Sebring](#)
To: [Melissa Place](#)
Subject: further Nourse amendment 2 questions
Date: Friday, June 16, 2017 5:49:38 AM

Melissa,

I have so many questions about the Nourse 2nd amendment. Here are some. More will likely come later.

1. It seemed like some folks (from the public) were asking for changes to the amendment. Is there any way changes can be made or would it have to go back to Dispute Resolution for changes to be made? Can the Council ask for changes or do they have to either accept or reject the amendment?
2. On p 4 of the Staff Report, it states that the proposed development will be more in compliance with current development regulations, including critical areas. I see the numbers in terms of increase of buffers and areas set aside. Can you give me an idea of where the new plan stands in terms of current critical areas regulations, in comparison with how the existing plan stood to today's critical areas regulations? Since it's a large project with significant critical areas, it's hard for me to understand what the increases really mean. Even something like, "if current regulations were met, _____ acres would be set aside in critical areas and buffers." Maybe this is too hard to quantify, but I'm trying to get a sense of how far this has come towards compliance to current critical area regulations.

Thank you, Melissa.

Sally Jo Sebring

From: [andrea wright](#)
To: [Melissa Place](#)
Subject: Nourse comments
Date: Thursday, June 22, 2017 10:25:43 AM

Good morning, Melissa!

These are my comments and questions regarding the new updates on the Nourse development

1. The existing neighbors were promised larger buffers between the new development and their property lines. The current map shows a 20 foot buffer. This is the minimum that was promised in the original hearing document from over 10 years ago. In that hearing, the developer promised a 20 foot buffer and "likely a 50 foot" buffer. We would like to see the buffers improved for the Cedar Ridge development (29th Street) and Melia Heights. These are the neighborhoods that directly have the development in their back yards.
2. Please do not put traffic circles as "calming devices." Stop signs are sufficient and will slow down the high school drivers that will surely drive Oak to 30th each morning.
3. What is the price tag the city will now be spending on Nourse?
4. Please ask the city council to thoroughly address our questions and comments from the last four meetings or consider incorporating them into your presentation.

Sincerely,
Aaron and Andrea Wright



MEMORANDUM

To: Russ Wright, City of Lake Stevens
From: Brad Lincoln *BL*
Project: Nourse Development
GTC #17-075
Subject: Revised Traffic Counts and Crash Data
Date: April 6, 2017

This memorandum provides a comparison of updated traffic volumes and crash data in relation to the Nourse development. The Nourse development is located generally east of Callow Road and north of Oak Road. The development was reviewed and approved based on traffic impact analysis completed by GTC and dated May 8, 2006. The Nourse development was analyzed for 300 single-family residential units and still proposed to consist of 300 single-family units.

1. Traffic Volumes

The traffic counts collected for the May 8, 2006 Nourse Traffic Impact Analysis were collected by Traffic Data Gathering (TDG), an independent traffic data collection firm. The initial counts were collected in May 2006. Traffic counts were collected at the following intersections in April 2006 by TDG to determine the change in traffic volumes from 2006 to 2017:

- SR-92 at Callow Road
- Oak Road at Callow Road
- 28th Street NE at Cedar Road
- 30th Street NE at 113th Avenue NE

The counts all show a reduction in traffic from the 2006 to the 2017 counts. The change in traffic ranged from 89 PM peak-hour vehicles to 311 peak-hour vehicles. The percent decrease from 2006 to 2017 ranged from 6% to 69%. It is possible that schools being on spring break could cause some of the decrease in the 2017 counts; however, school do not generate the highest number of trips during the PM peak-hour. Taking this into account, the counts show that there is not likely a significant increase in traffic volumes from what was evaluated in the May 2006 Nourse Traffic Impact Analysis to the current conditions.

It is important to note that several improvements have been completed since the May 2006 Nourse Traffic Impact Analysis, including roundabouts at two intersections along SR-92 and the roundabout at the intersection of Lundeen Parkway at Vernon Road.

2. Crash Data

Crash data from the City of Lake Stevens was evaluated for the latest 5-year period available from the City of Lake Stevens, 2011 through 2015. The crashes along the following roadways were evaluated:

- Callow Road
- Oak Road
- Cedar Road
- 30th Street NE
- 28th Street NE
- 113th Avenue NE

These are the major roadways in the vicinity of the Nourse development. However, the crash data included sections of the roadways that are not significantly impacted by the Nourse development. The crash data showed a total of 51 crashes, equivalent to 10 crashes per year. Only 14 of these crashes were in areas significantly impacted by the Nourse development. The highest percentage of crashes were due to vehicles running off the roadway into ditches, hitting fixed objects (fences, posts, etc.) or similar crashes. The frontage improvements being completed by the Nourse development will arguably help mitigate these types of crashes by providing standard urban frontage improvements with curbs, gutters and sidewalks.

It is important to note that none of the crashes involved a fatality and only 2 crashes involved pedestrians. Both of the pedestrian crashes occurred along 113th Avenue NE and appear to involve drivers that failed to yield to pedestrians in crosswalks. Only 15% or less of the trips from the Nourse development are anticipated to impact 113th Avenue NE.

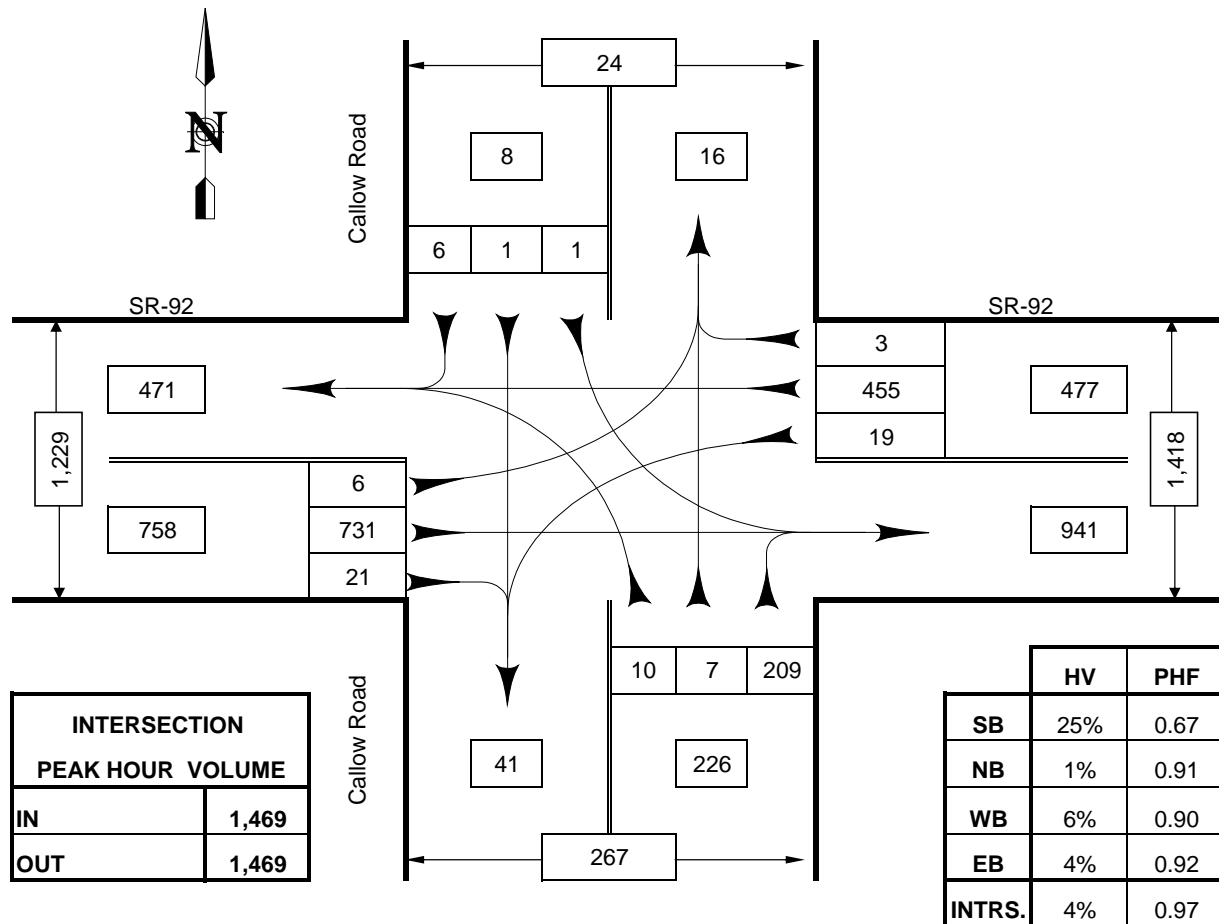
This crash history should not be considered significant, especially based on the crash type and crash severity.

Traffic Counts



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:45 PM TO 5:45 PM



HV = Heavy Vehicles
PHF = Peak Hour Factor

SR-92 @ Callow Road

Lake Stevens, WA

COUNTED BY: JH

REDUCED BY: CN

DATE: Tue. 5/2/06

DATE OF COUNT: Tue. 5/2/06

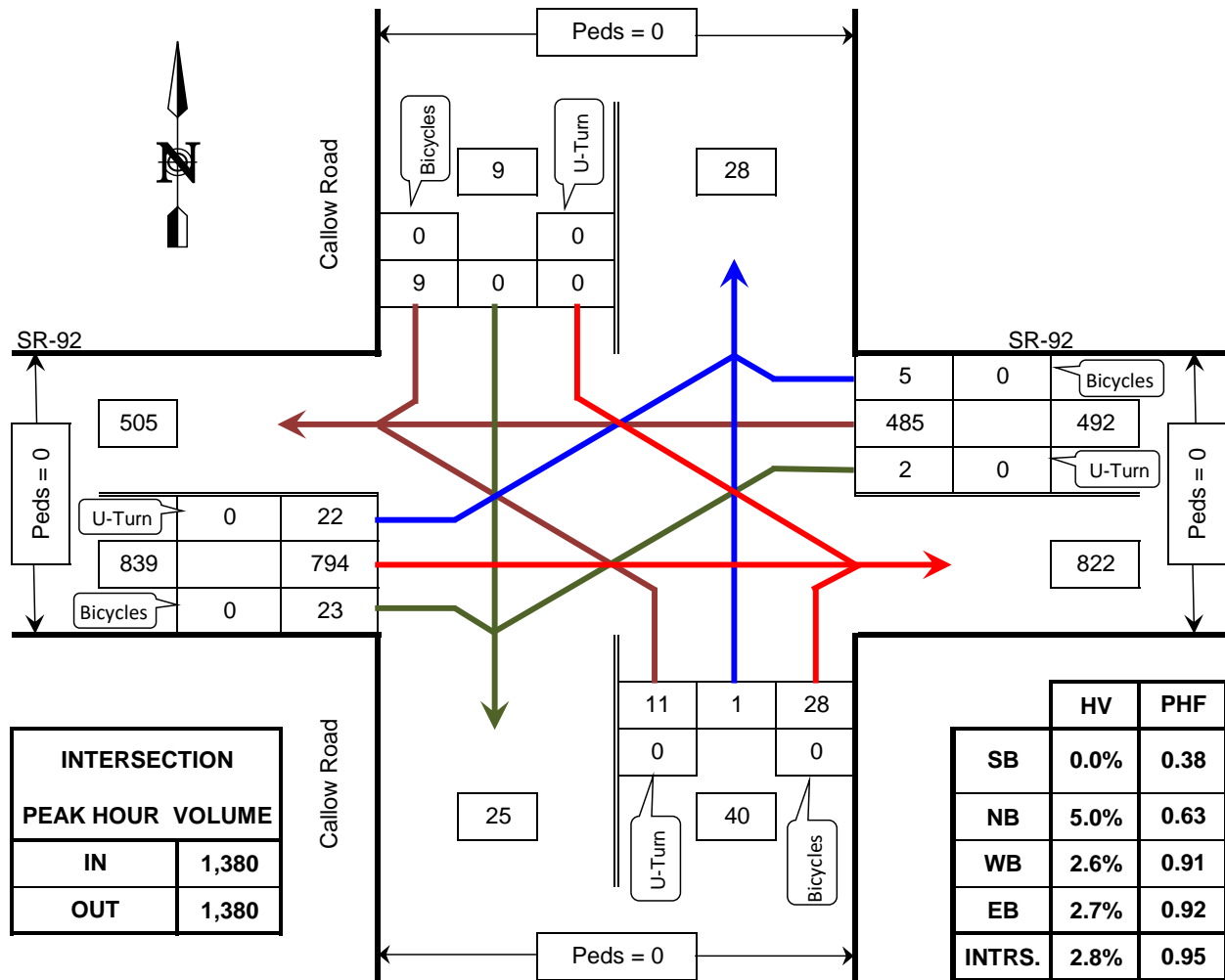
TIME OF COUNT: 4:00 - 6:00 PM

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 4:00 PM TO 5:00 PM



Callow Road @ SR-92

Lake Stevens, WA

COUNTED BY: CN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/4/17

DATE OF COUNT: Tue. 4/4/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Overcast



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR:

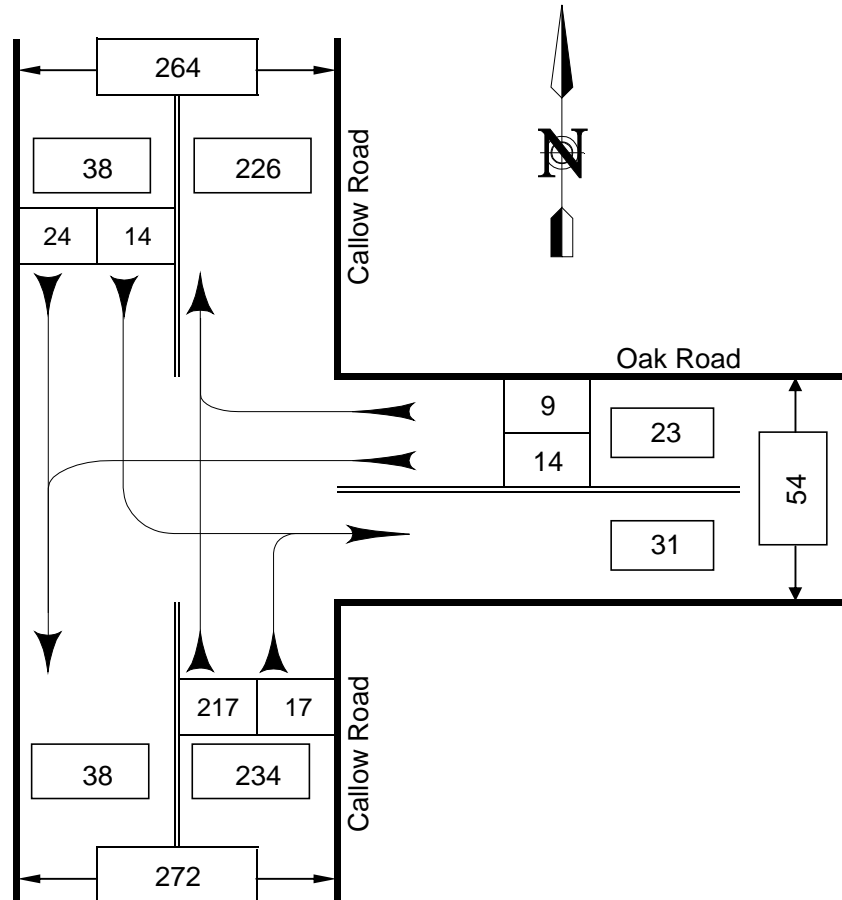
4:30 PM TO 5:30 PM

	HV	PHF
SB	0%	0.79
NB	0%	0.85
WB	9%	0.52
EB	#N/A	#N/A
INTRS.	1%	0.88

HV = Heavy Vehicles

PHF = Peak Hour Factor

INTERSECTION	
PEAK HOUR VOLUME	
IN	295
OUT	295



Callow Road @ Oak Road

Lake Stevens, WA

COUNTED BY: MV

DATE OF COUNT: Tue. 5/2/06

REDUCED BY: CN

TIME OF COUNT: 4:00 - 6:00 PM

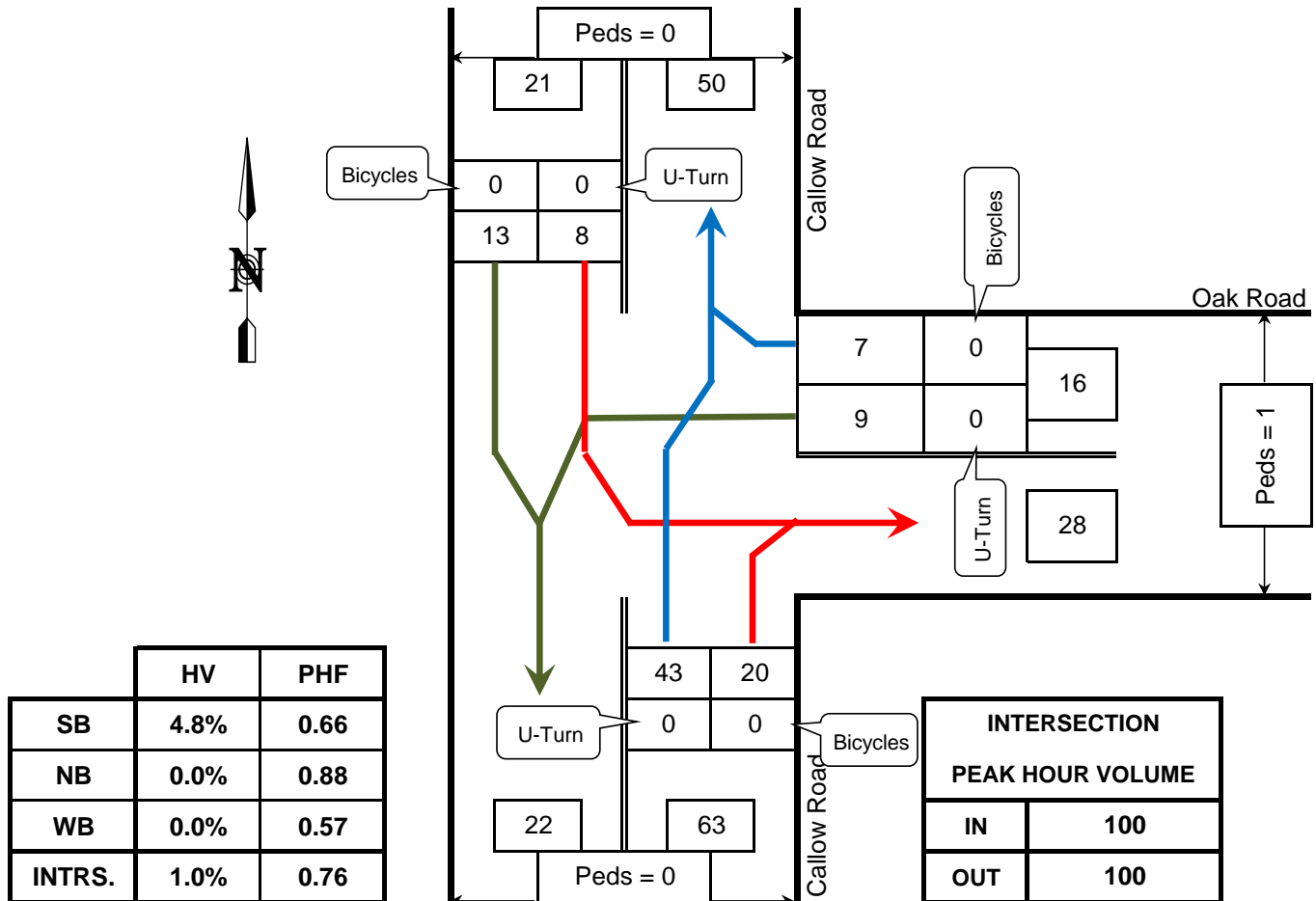
DATE OF REDUCTION: Tue. 5/2/06

WEATHER: Sunny

TRAFFIC DATA GATHERING

TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 4:45 PM TO 5:45 PM



HV = Heavy Vehicles
PHF = Peak Hour Factor

Callow Road @ Oak Road

Lake Stevens, WA

COUNTED BY: AA

DATE OF COUNT: Tue. 4/4/17

REDUCED BY: CN

TIME OF COUNT: 4:00 PM - 6:00 PM

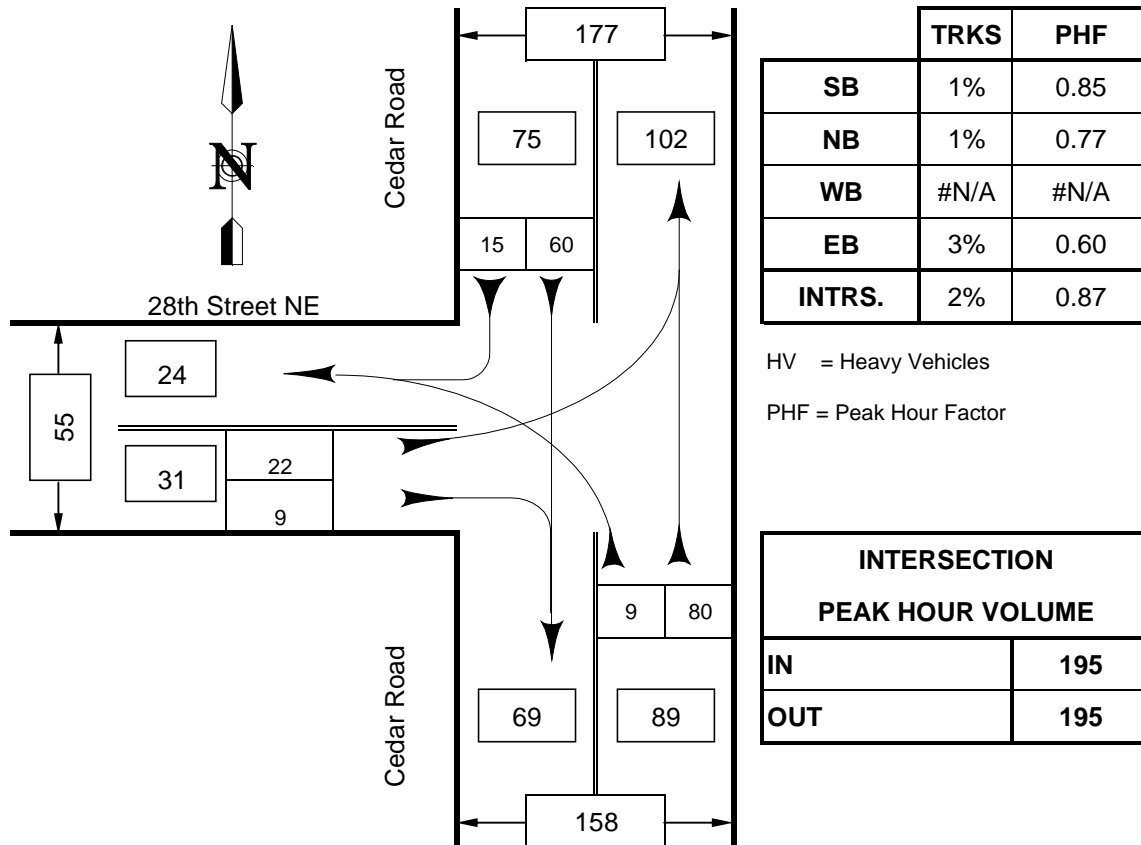
REDUCTION DATE: Tue. 4/4/17

WEATHER: Overcast



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:00 PM TO 5:00 PM



Cedar Road @ 28th Street NE

Lake Stevens, WA

COUNTED BY: RH

DATE OF COUNT: Thu. 5/4/06

REDUCED BY: CN

TIME OF COUNT: 4:00 - 6:00 PM

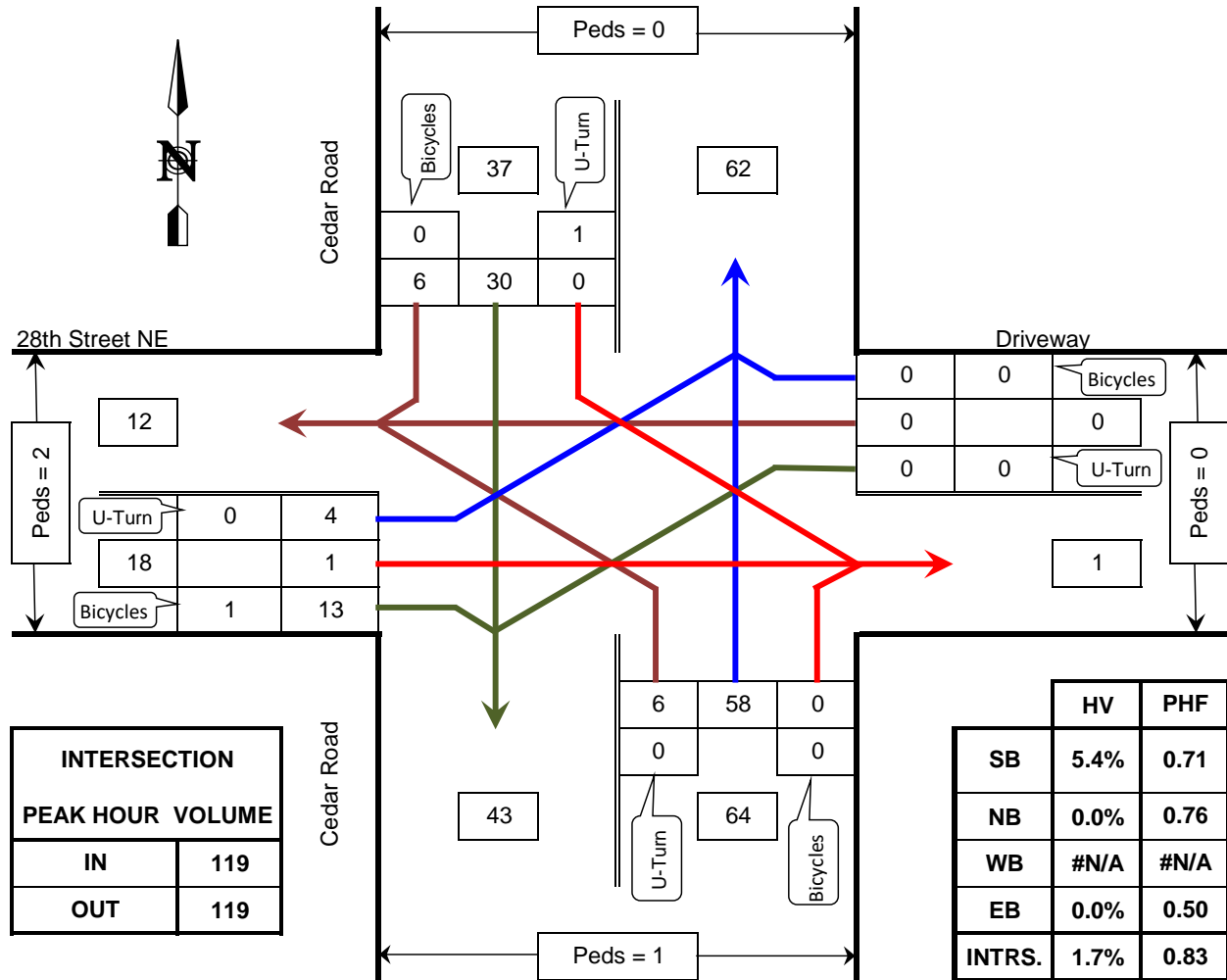
DATE OF REDUCTION: Fri. 5/5/06

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 5:00 PM TO 6:00 PM



Cedar Road @ 28th Street NE

Lake Stevens, WA

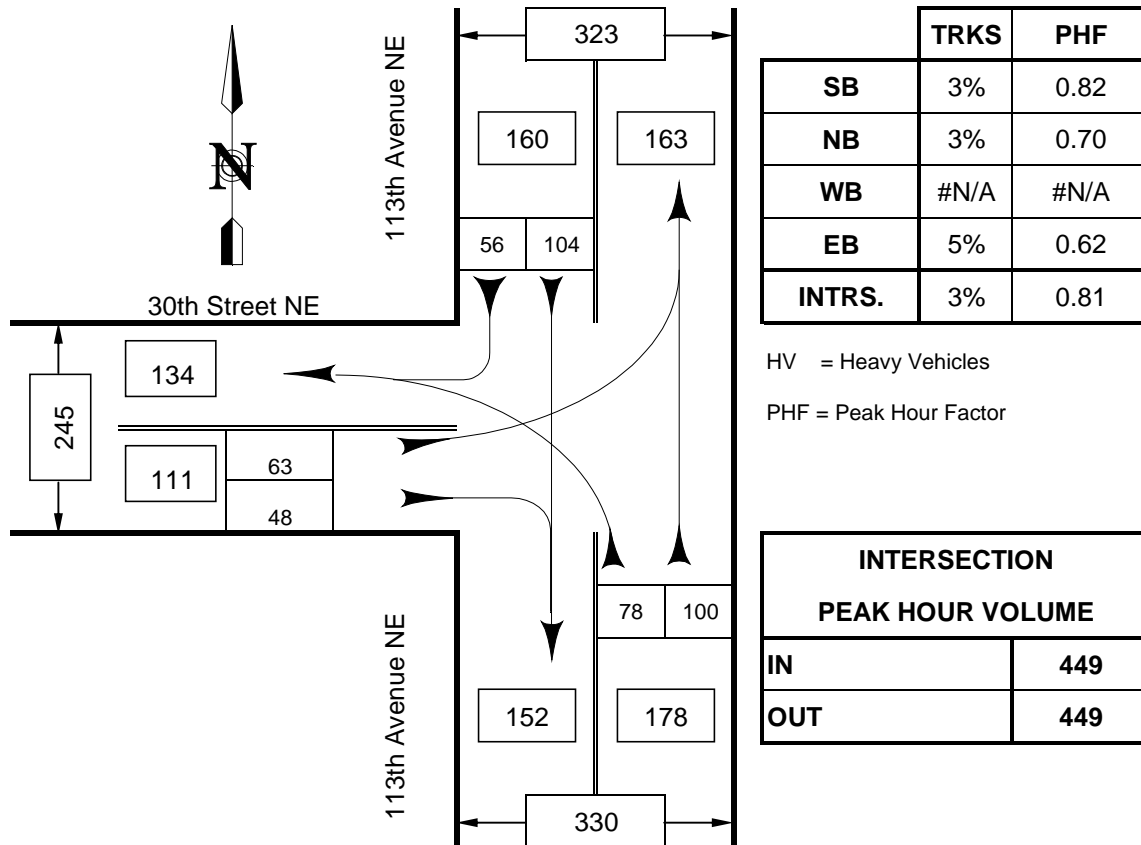
COUNTED BY: SN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/4/17

DATE OF COUNT: Tue. 4/4/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Overcast



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:45 PM TO 5:45 PM



113th Ave NE @ 30th Street NE

Lake Stevens, WA

COUNTED BY: MV

DATE OF COUNT: Wed. 5/3/06

REDUCED BY: CN

TIME OF COUNT: 4:00 - 6:00 PM

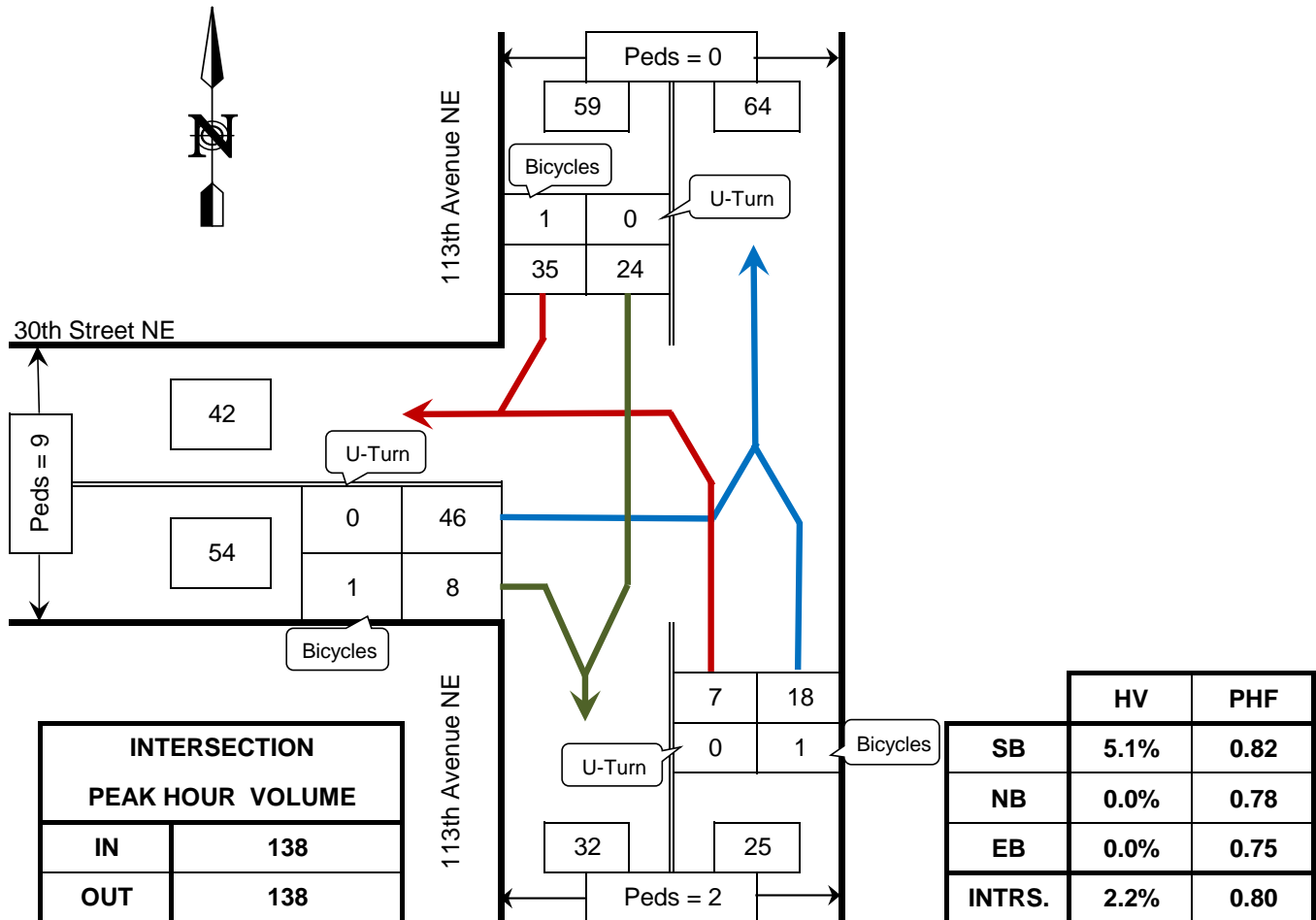
DATE OF REDUCTION: Wed. 5/3/06

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 5:00 PM TO 6:00 PM



HV = Heavy Vehicles
PHF = Peak Hour Factor

113th Avenue NE @ 30th Street NE

Lake Stevens, WA

COUNTED BY: SNN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/4/17

DATE OF COUNT: Tue. 4/4/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Overcast



MEMORANDUM

To: Russ Wright, City of Lake Stevens
From: Brad Lincoln *BL*
Project: Nourse Development
GTC #17-075
Subject: Revised Traffic Counts and Crash Data
Date: April 12, 2017

This memorandum provides a comparison of updated traffic volumes and crash data in relation to the Nourse development. The Nourse development is located generally east of Callow Road and north of Oak Road. The development was reviewed and approved based on traffic impact analysis completed by GTC and dated May 8, 2006. The Nourse development was analyzed for 300 single-family residential units and is currently proposed to consist of 288 single-family units.

1. Traffic Volumes

The traffic counts collected for the May 8, 2006 Nourse Traffic Impact Analysis were collected by Traffic Data Gathering (TDG), an independent traffic data collection firm. The initial counts were collected in May 2006. Traffic counts were collected at the following intersections in April 2017 while school was in session by TDG to determine the change in traffic volumes from 2006 to 2017:

- SR-92 at Callow Road
- Oak Road at Callow Road
- 28th Street NE at Cedar Road
- 30th Street NE at 113th Avenue NE

The counts show that three intersections had no growth or a reduction in traffic with the intersection of SR-92 at Callow being the only intersection with any measurable growth. The intersection of SR-92 at Callow Road showed an increase of approximately 100 PM peak-hour trips from the 2006 counts. This equates to less than 1% annually compounding growth rate, which is less than what was evaluated as part of the May 2006 Traffic Impact Analysis. The analysis from the approved report should therefore still be considered acceptable.

It is important to note that several improvements have been completed since the May 2006 Nourse Traffic Impact Analysis, including roundabouts at two intersections along SR-92 and the roundabout at the intersection of Lundeen Parkway at Vernon Road.

2. Crash Data

Crash data from the City of Lake Stevens was evaluated for the latest 5-year period available from the City of Lake Stevens, 2011 through 2015. The crashes along the following roadways were evaluated:

- Callow Road
- Oak Road
- Cedar Road
- 30th Street NE
- 28th Street NE
- 113th Avenue NE

These are the major roadways in the vicinity of the Nourse development. However, the crash data included sections of the roadways that are not significantly impacted by the Nourse development. The crash data showed a total of 51 crashes, equivalent to 10 crashes per year. Only 14 of these crashes were in areas significantly impacted by the Nourse development. The highest percentage of crashes were due to vehicles running off the roadway into ditches, hitting fixed objects (fences, posts, etc.) or similar crashes. The frontage improvements being completed by the Nourse development will arguably help mitigate these types of crashes by providing standard urban frontage improvements with curbs, gutters and sidewalks.

It is important to note that none of the crashes involved a fatality and only 2 crashes involved pedestrians. Both of the pedestrian crashes occurred along 113th Avenue NE and appear to involve drivers that failed to yield to pedestrians in crosswalks. Only 15% or less of the trips from the Nourse development are anticipated to impact 113th Avenue NE.

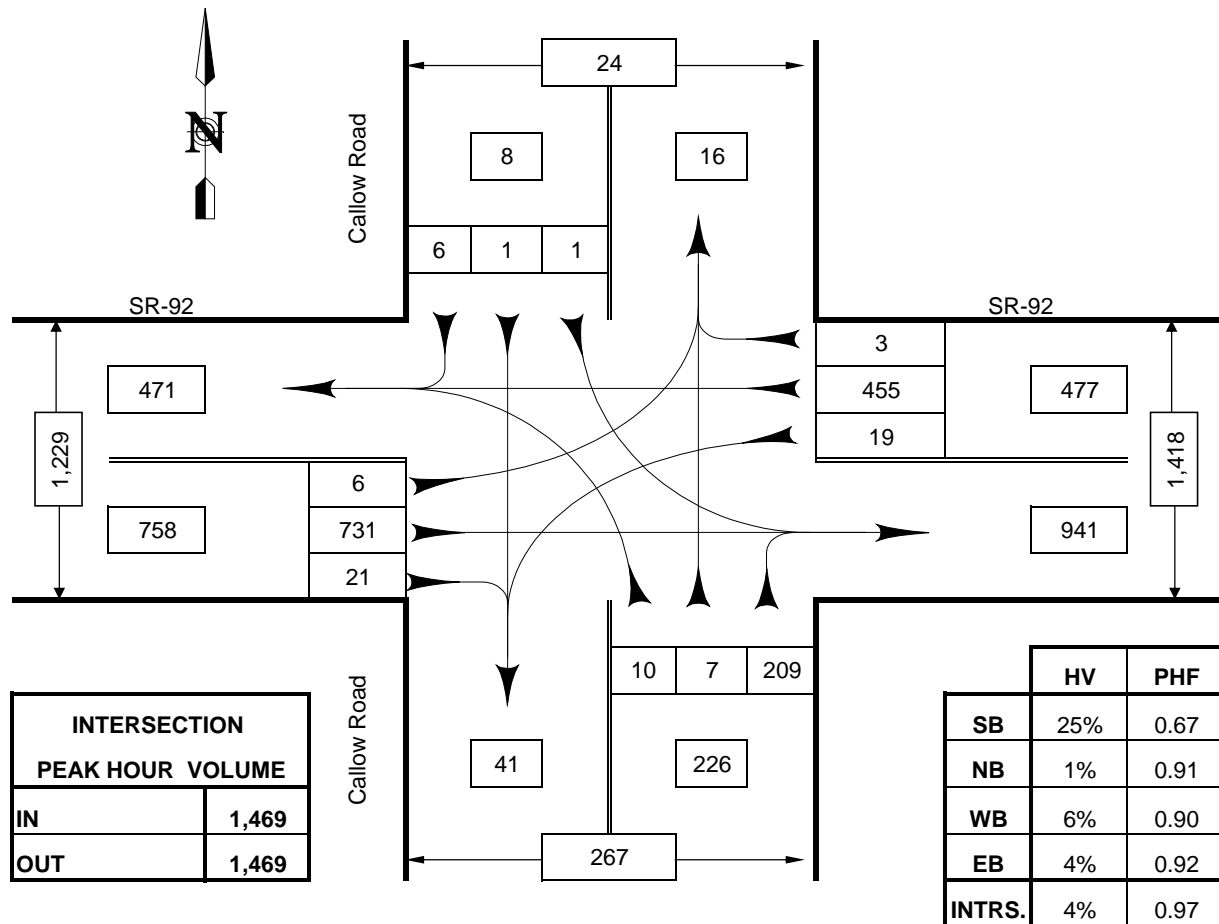
This crash history should not be considered significant, especially based on the crash type and crash severity.

Traffic Counts



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:45 PM TO 5:45 PM



HV = Heavy Vehicles
PHF = Peak Hour Factor

SR-92 @ Callow Road

Lake Stevens, WA

COUNTED BY: JH

REDUCED BY: CN

DATE: Tue. 5/2/06

DATE OF COUNT: Tue. 5/2/06

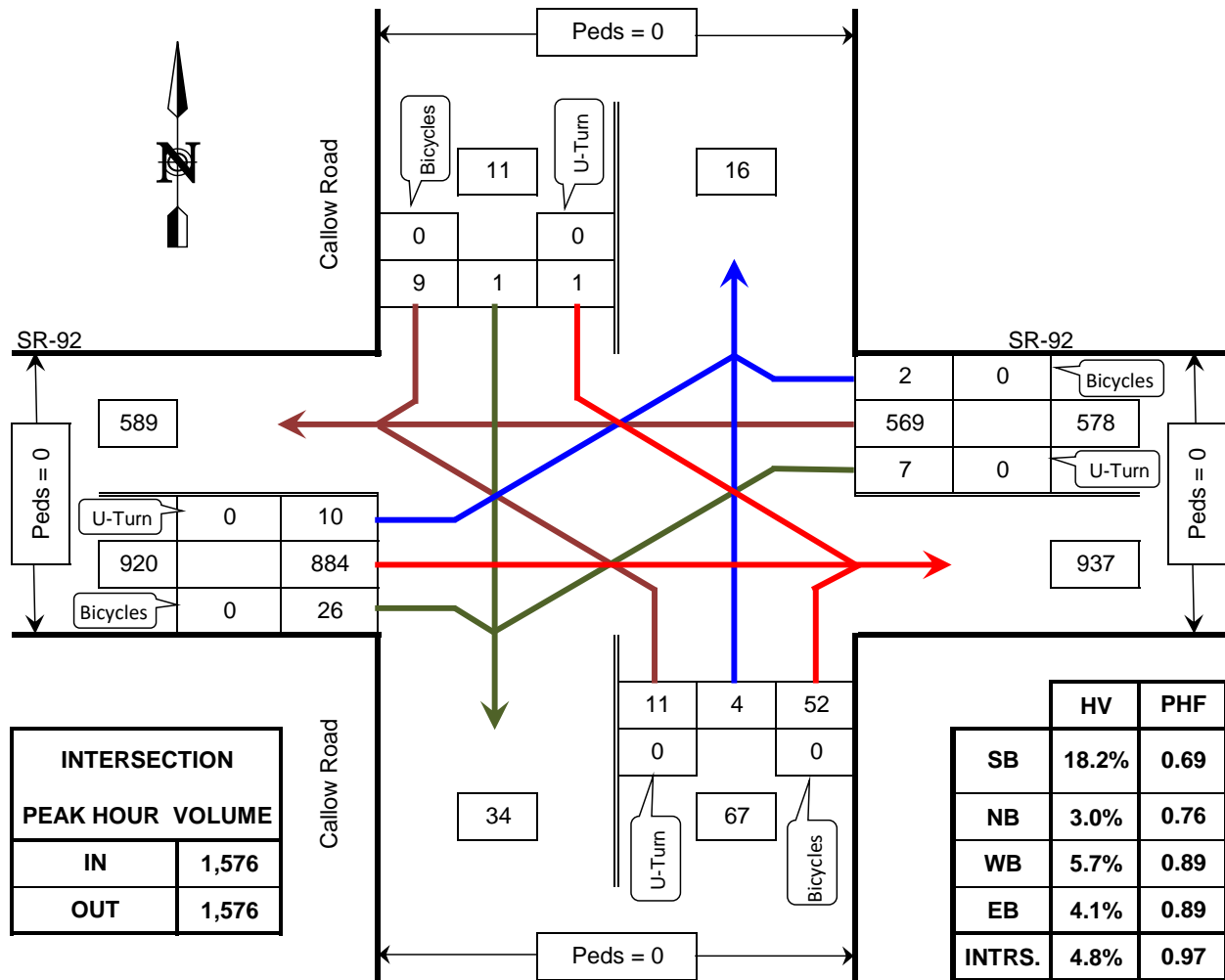
TIME OF COUNT: 4:00 - 6:00 PM

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 4:00 PM TO 5:00 PM



Callow Road @ SR-92

Lake Stevens, WA

COUNTED BY: CN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/11/17

DATE OF COUNT: Tue. 4/11/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR:

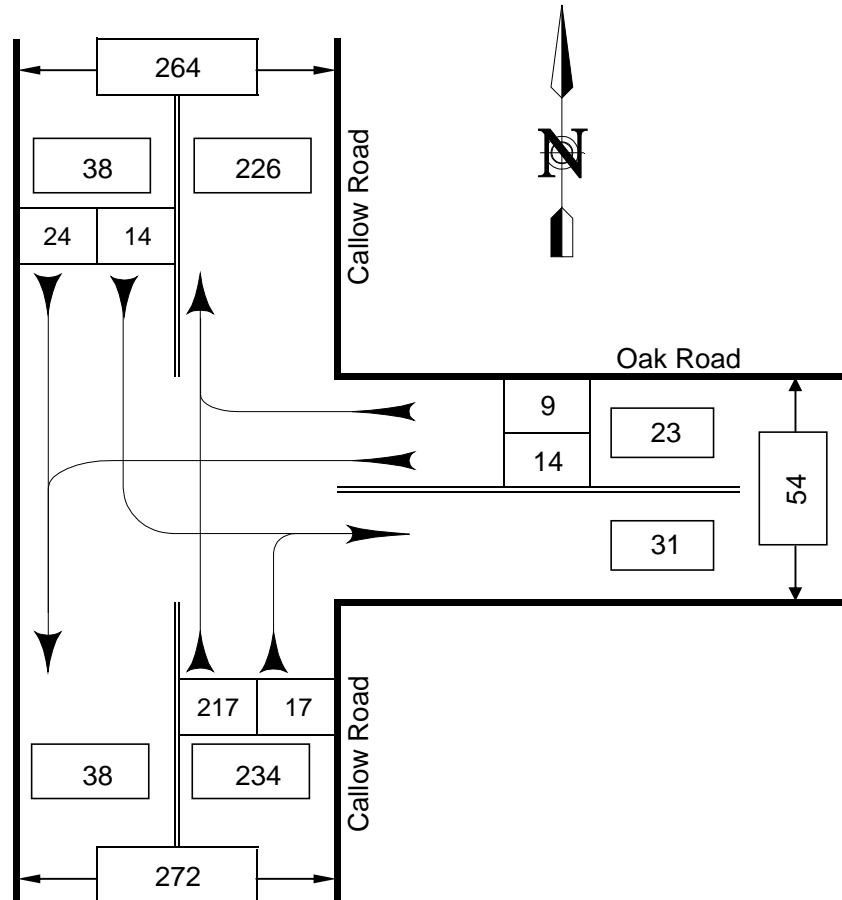
4:30 PM TO 5:30 PM

	HV	PHF
SB	0%	0.79
NB	0%	0.85
WB	9%	0.52
EB	#N/A	#N/A
INTRS.	1%	0.88

HV = Heavy Vehicles

PHF = Peak Hour Factor

INTERSECTION	
PEAK HOUR VOLUME	
IN	295
OUT	295



Callow Road @ Oak Road

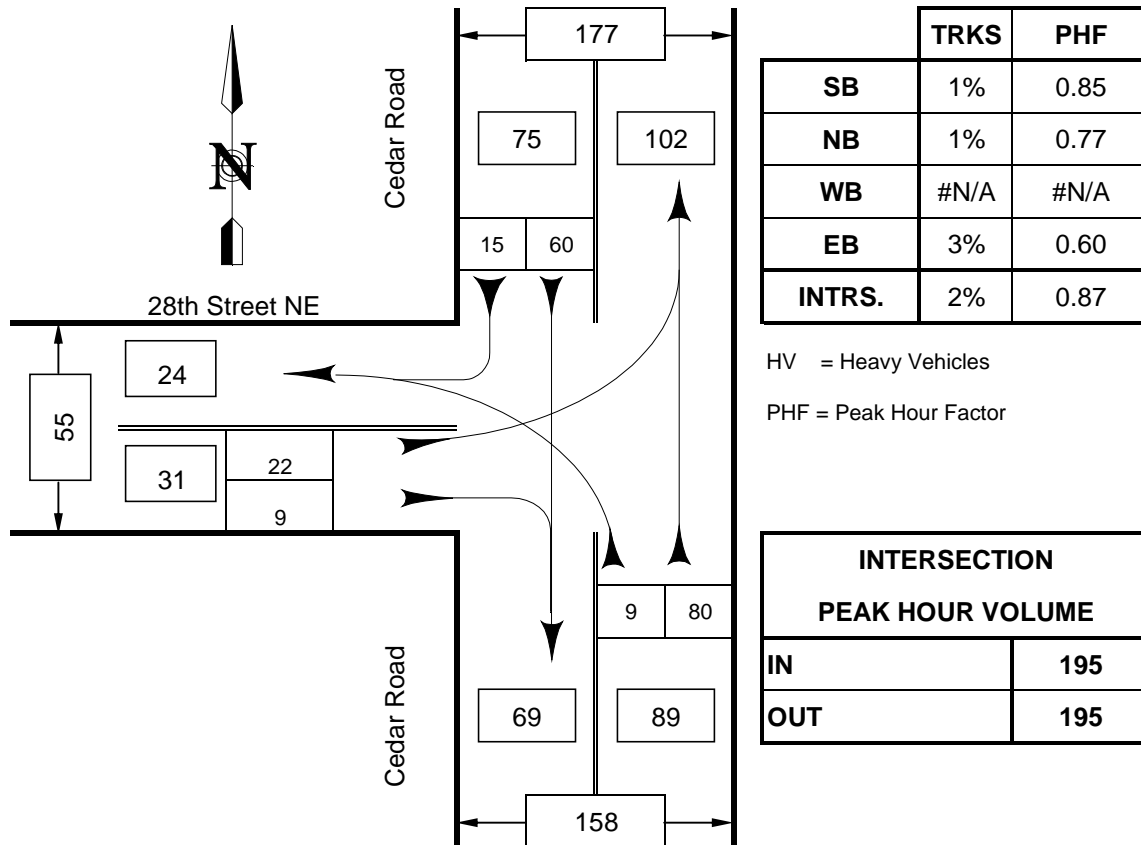
Lake Stevens, WA

COUNTED BY:	<u>MV</u>	DATE OF COUNT:	<u>Tue. 5/2/06</u>
REDUCED BY:	<u>CN</u>	TIME OF COUNT:	<u>4:00 - 6:00 PM</u>
DATE OF REDUCTION:	<u>Tue. 5/2/06</u>	WEATHER:	<u>Sunny</u>



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:00 PM TO 5:00 PM



Cedar Road @ 28th Street NE

Lake Stevens, WA

COUNTED BY: RH

DATE OF COUNT: Thu. 5/4/06

REDUCED BY: CN

TIME OF COUNT: 4:00 - 6:00 PM

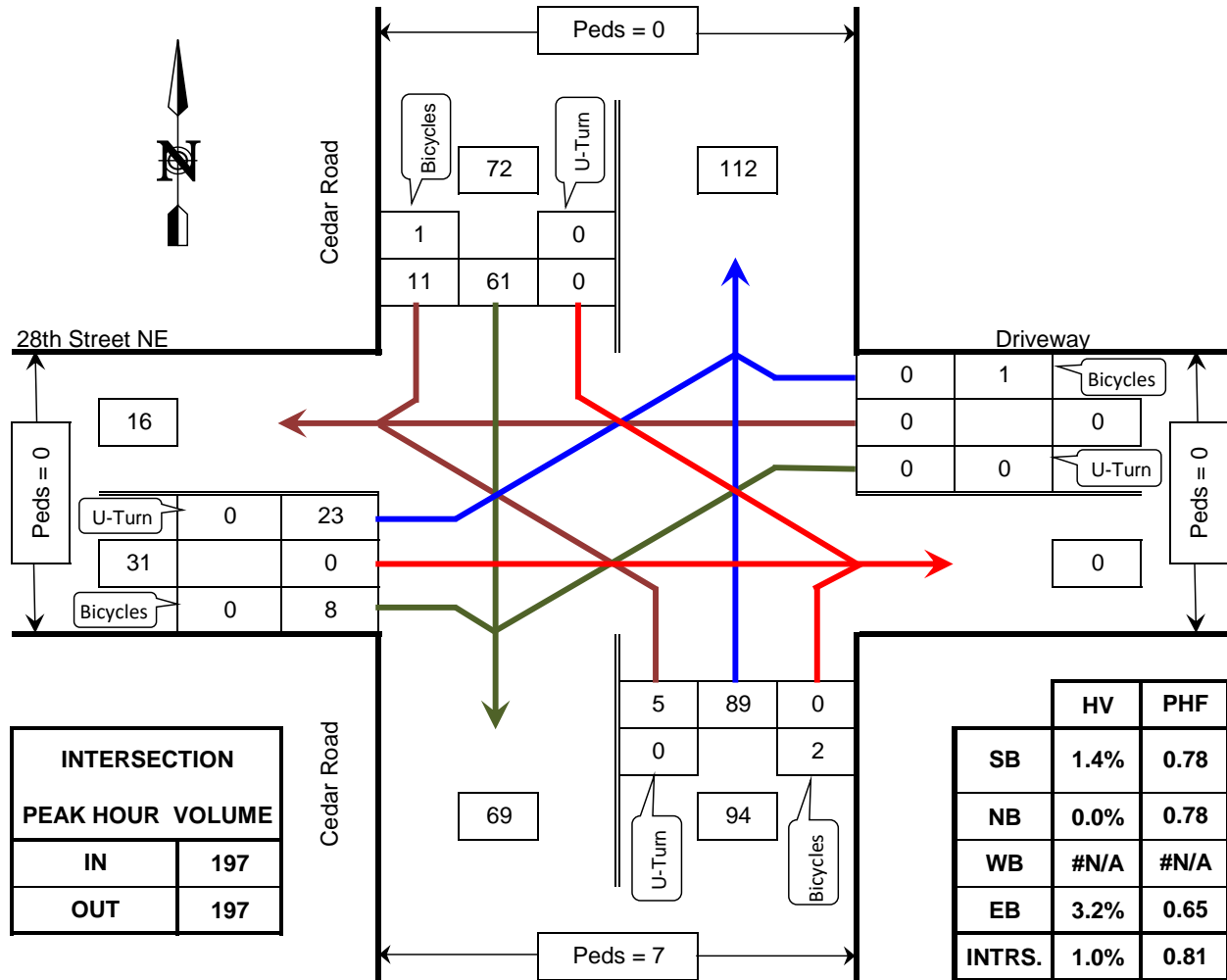
DATE OF REDUCTION: Fri. 5/5/06

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 5:00 PM TO 6:00 PM



PHF = Peak Hour Factor
HV = Heavy Vehicle

Cedar Road @ 28th Street NE

Lake Stevens, WA

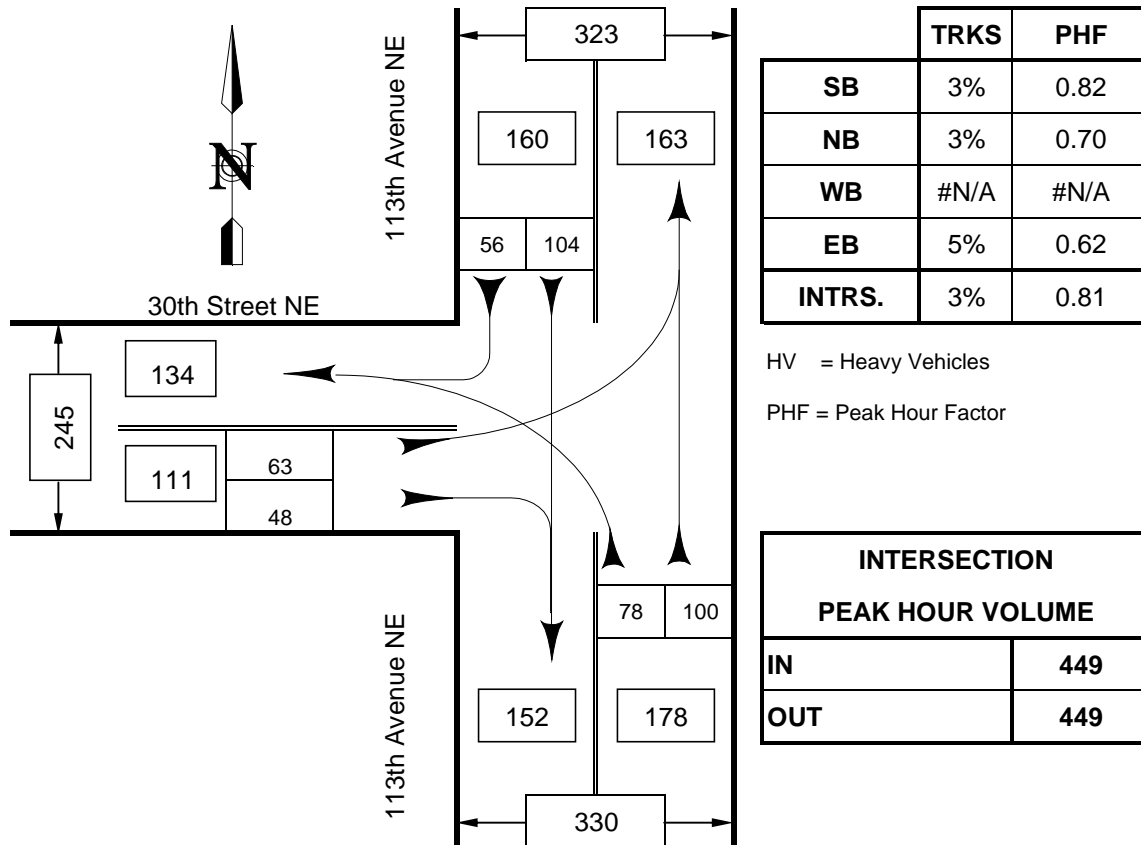
COUNTED BY: SN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/11/17

DATE OF COUNT: Tue. 4/11/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 - 6:00 PM PEAK HOUR: 4:45 PM TO 5:45 PM



113th Ave NE @ 30th Street NE

Lake Stevens, WA

COUNTED BY: MV

DATE OF COUNT: Wed. 5/3/06

REDUCED BY: CN

TIME OF COUNT: 4:00 - 6:00 PM

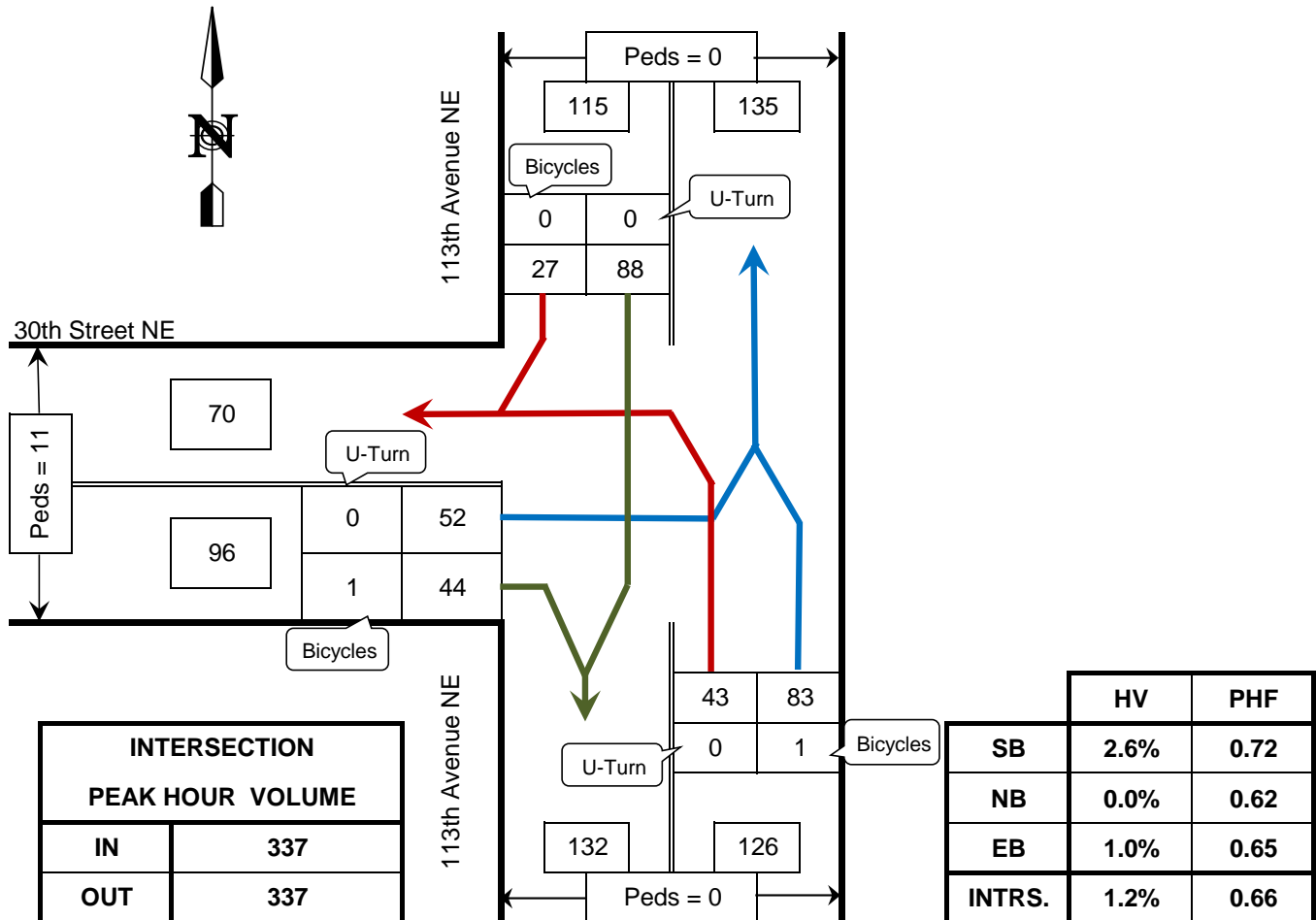
DATE OF REDUCTION: Wed. 5/3/06

WEATHER: Sunny



TURNING MOVEMENTS DIAGRAM

4:00 PM - 6:00 PM PEAK HOUR: 5:00 PM TO 6:00 PM



HV = Heavy Vehicles
PHF = Peak Hour Factor

113th Avenue NE @ 30th Street NE

Lake Stevens, WA

COUNTED BY: SNN
REDUCED BY: CN
REDUCTION DATE: Tue. 4/11/17

DATE OF COUNT: Tue. 4/11/17
TIME OF COUNT: 4:00 PM - 6:00 PM
WEATHER: Sunny



June 20, 2017

Russ Wright
Director of Community Development
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

Dear Russ,

Thank you for the opportunity to comment on the development known as the Nourse project, LUA 2017-0042 and share with you the school district's participation in the review of plans for this development.

The district has been aware of the Nourse development's potential since its first application 10 years ago when the property was in unincorporated Snohomish County. The district regularly receives notices from the three jurisdictions within its boundaries on proposed developments and provides comments based on the proposals and site plans. The district then tracks these developments from application through construction for several reasons: it monitors growth for impacts to individual schools and the district as a whole; it looks at where growth is occurring within the district to plan for future schools; and it monitors growth for the potential of school impact fees that will be generated by those developments. The district has shown the Nourse development on its proposed development map since its first application in 2007.

As a part of the application review process, the district also comments on pupil transportation needs as a result of a proposed development. Our Pupil Transportation department reviews the proposed site plans for new projects and comments on how buses will serve the development. As a part of our response the district asks that developers provide safe waiting areas at bus stops and safe walk paths to these stops. This review took place and these conditions have been requested of the Nourse developers.

In addition, the district prepares a biennial Capital Facilities Plan that projects future housing and enrollment growth and proposes projects that will address the impacts of that growth by housing students from these developments. These projections and proposed projects are then used to calculate the school impact fees that will be paid by developers as mitigation for the impacts of growth. In this way, developments contribute to the projects that are necessary to accommodate the increased number of students that come from this new housing.

Last fall and winter, the district held several meetings with staff, principals, parents and community members associated with our elementary schools to develop new elementary and middle school boundaries. These changes were necessary not only to address increasing numbers of students at the elementary level but also the opening of the district's newest elementary school, Stevens Creek Elementary. Stevens Creek is scheduled to

Our students will be contributing members of society and lifelong learners, pursuing their passions and interests in an ever-changing world.

open in the fall of 2018 and is being built to reduce overcrowding at the district's six other elementaries. At these meetings, the district presented information about proposed and potential developments, including the Nourse project, within its boundary. This information was included in the committee's deliberations and proposed boundary revisions that ultimately were adopted by our district Board of Directors. These boundary revisions will take effect in September 2018 when Stevens Creek opens.

The school district's role in reviewing new housing development applications is to make sure that adequate facilities for pupil transportation are provided, that school impact fees are collected according to the jurisdiction's ordinances and the Capital Facility Plan's calculations, and to monitor the projected enrollments of these developments in order to plan for students when the new housing is built. We appreciate the efforts of the City of Lake Stevens and its Planning and Development staff for keeping the district informed of new developments, for soliciting comments from the district on these applications and for ensuring that school impact fees are collected and remitted to the district. We also appreciate the opportunity to further comment on the Nourse project and welcome any questions you or members of our community might have.

Sincerely,



Robb Stanton
Executive Director, Operations

EXHIBIT 5b

City of Lake Stevens
City Council Regular Meeting 7-27-2017

Lake Stevens School District | 12309 22nd St NE | Lake Stevens, WA 98258-9500
425-335-1500 | 425-335-1549 (fax)

Page 101



LAKE STEVENS School District

April 17, 2017

Melissa Place
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

Dear Melissa,

The Lake Stevens School District is pleased to comment on the proposed development known as the Nourse Project and would like to become a party of record for LUA2017-0042.

The schools that would serve this proposed development and their pertinent information are listed below:

Elementary School: Highland Elementary (grades K-5)
Middle School: North Lake Middle School (grades 6-7)
Cavelero Mid High School (grades 8-9)
Lake Stevens High School (grades 10-12)

Based on student generation rates (SGR) prepared for our 2016-2021 Capital Facilities Plan, we anticipate that 288 lots would generate the following number of students:

Grade Level	SGR	Students Generated
Elementary	0.361	104
Middle	0.107	31
Mid High	0.105	30
High	0.103	30

Because of the growth-related impact this development would have on our schools, the Lake Stevens School District believes that school impact fees are warranted and requests that the City assess the full amount provided by ordinance.

Based on the phasing map presented to the district, the bus stop(s) that would serve this development would be located at the entrance(s) to the development. Based on initial road configurations, we do not anticipate that buses will be able to navigate safely within the development. We'd like to make sure that there are adequate walk paths to and at the bus stop for students' safety.

Thank you for the opportunity to review this proposal. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Robb Stanton
Executive Director, Operations

From: [Robb Stanton](#)
To: [Patrick McCourt](#)
Cc: [Melissa Place](#); [Russell Wright](#)
Subject: Re: NOURSE DEVELOPMENT
Date: Thursday, June 8, 2017 4:10:09 PM

Good afternoon. As previously indicated, buses will not pick up students within the Nourse development. Based on the landscape plan provided, we anticipate that bus stops will be located at the entrances to the development on Callow Road at Road A, Oak Road at 107th Ave NE, Roads B and N and on 109th Ave SE at Roads F, J and K. The actual location of bus stops will be determined by the number of students requiring transportation at each of these locations.

Robb Stanton
Executive Director, Operations
robb_stanton@lkstevens.wednet.edu
Phone: 425-754-0336

On Tue, Jun 6, 2017 at 5:15 PM -0700, "Patrick McCourt" <pmccourt@landprogrp.com> wrote:

Robb, the public hearing on Nourse is coming up next Tuesday June 13, 2017. When you have a moment can you comment on the school bus stops.

Thank you sir.

Patrick L. McCourt



10515 20th St SE, Suite 202

Lake Stevens, WA 98258

Cell: 425-308-5101

Fax: 425-645-8103

www.landprogrp.com

pmccourt@landprogrp.com

NOURSE 111TH DRIVE NE / ROAD J TRAFFIC CALMING - EXHIBIT 6



CHICANE OPTION

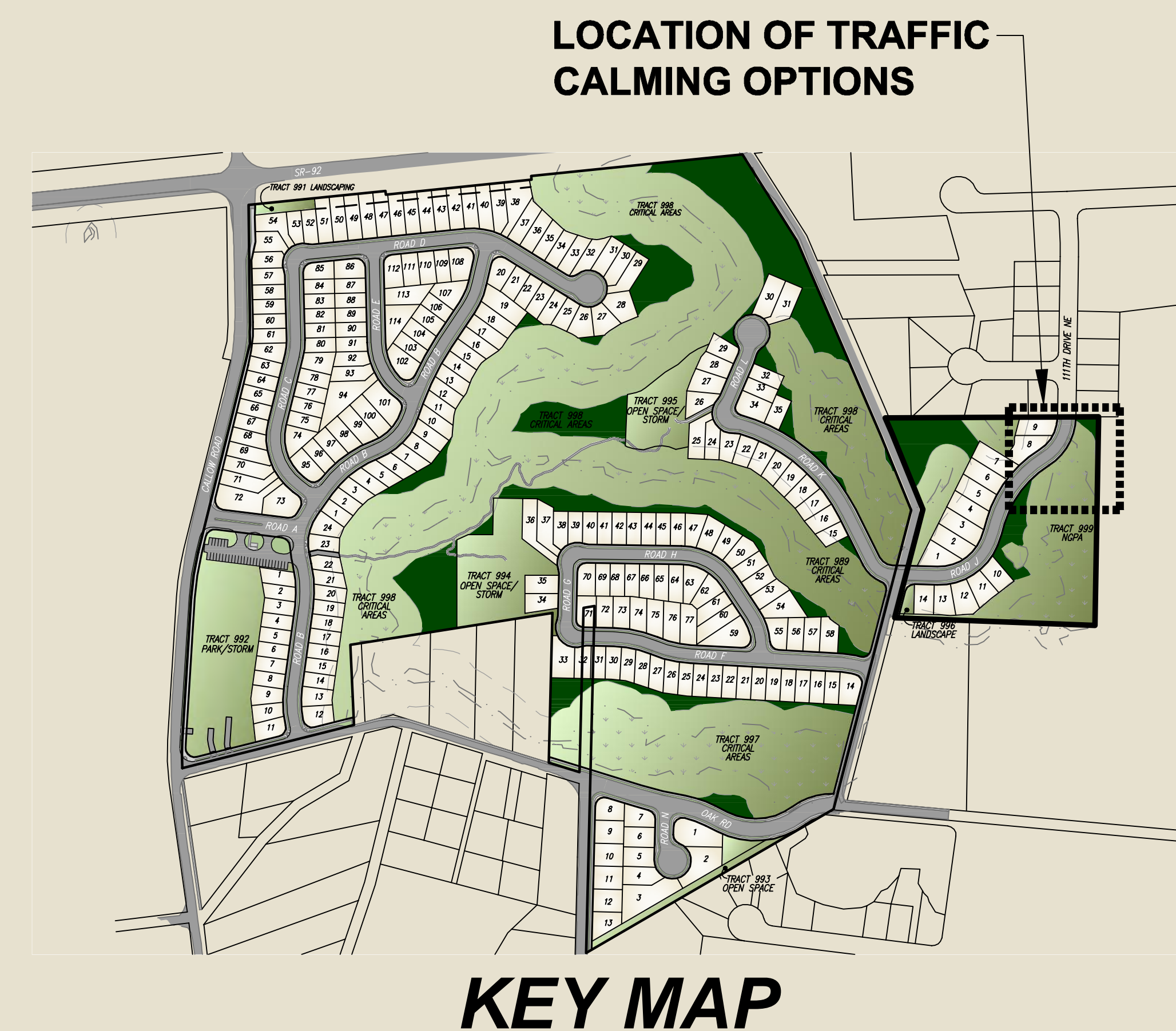
CHICANE OPTION: PROS AND CONS

PROS

- ABILITY FOR 2-WAY TRAFFIC
- MIMICS REGULAR TRAFFIC FLOW
- LESS VISUAL IMPACT WHEN COMPARED TO OTHER OPTIONS
- NO ADDITIONAL CRITICAL AREAS IMPACTS

CONS

- MAY NOT ADEQUATELY RESTRICT TRAFFIC ENOUGH



ALTERNATING ONE-WAY OPTION

ALTERNATING ONE-WAY OPTION: PROS AND CONS

PROS

- MOST RESTRICTIVE FOR TRAFFIC
- PROVIDES THE MOST TRAFFIC CALMING WHILE STILL ALLOWING FOR ACCESS TO PROJECT SITE
- NO ADDITIONAL CRITICAL AREAS IMPACTS

CONS

- ONE-WAY TRAFFIC

NOURSE 111TH DRIVE NE / ROAD J TRAFFIC CALMING EXHIBIT



ROUNDBOUT OPTION

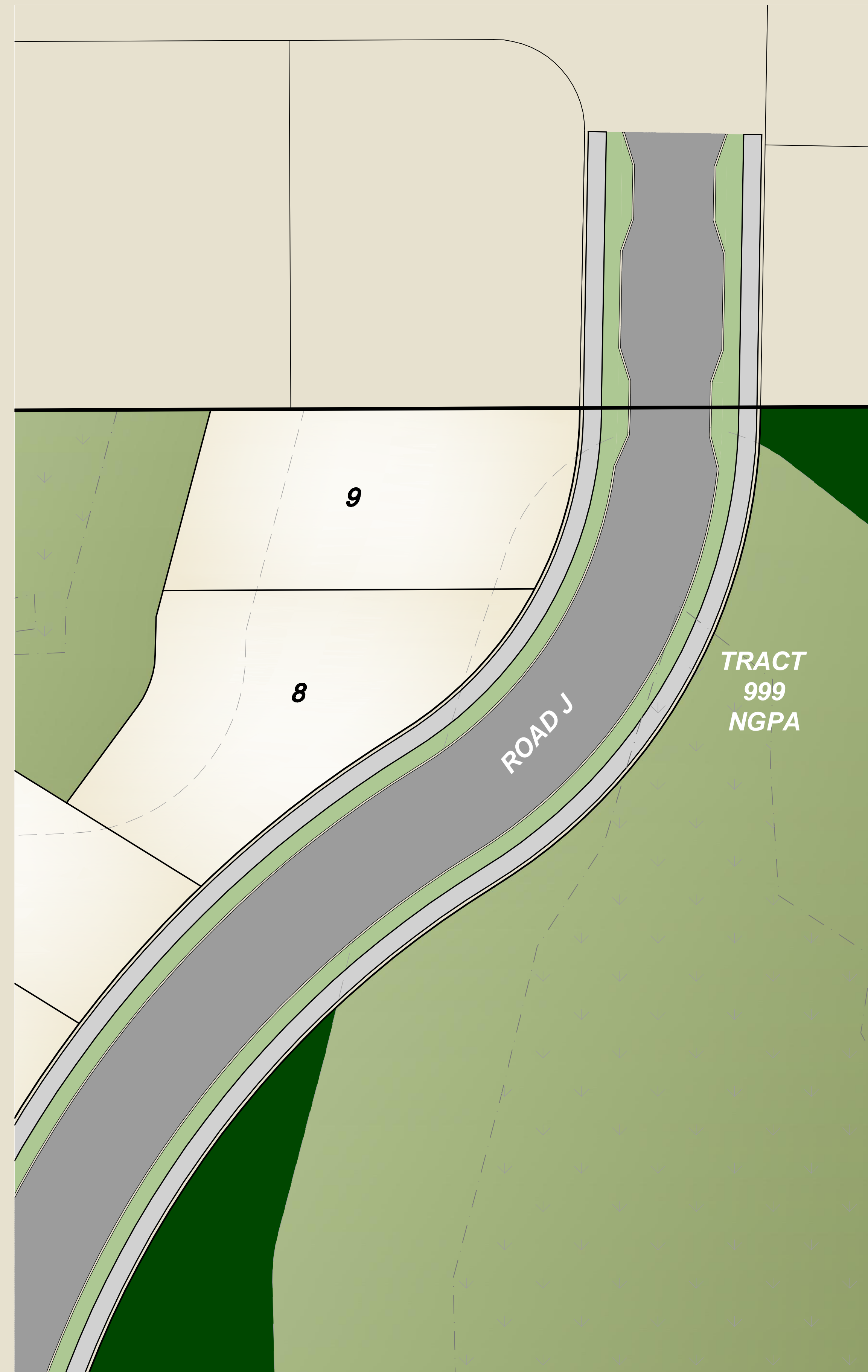
ROUNDBOUT OPTION: PROS AND CONS

PROS

- ABILITY FOR 2-WAY TRAFFIC
- MIMICS REGULAR TRAFFIC FLOW
- LANDSCAPED PLANTER AREA WITHIN CIRCLE

CONS

- CAUSES ADDITIONAL CRITICAL AREAS IMPACTS
- MAY JUST BE USED TO SLOW SPEEDS AND NOT ALLEVIATE TRAFFIC DUE TO SIZE
- LOCATION MUST REMAIN WITHIN PROJECT DUE TO AVAILABLE RIGHT OF WAY AREA



**LANDSCAPE/PLANTED
MID-BLOCK BULB-OUTS**

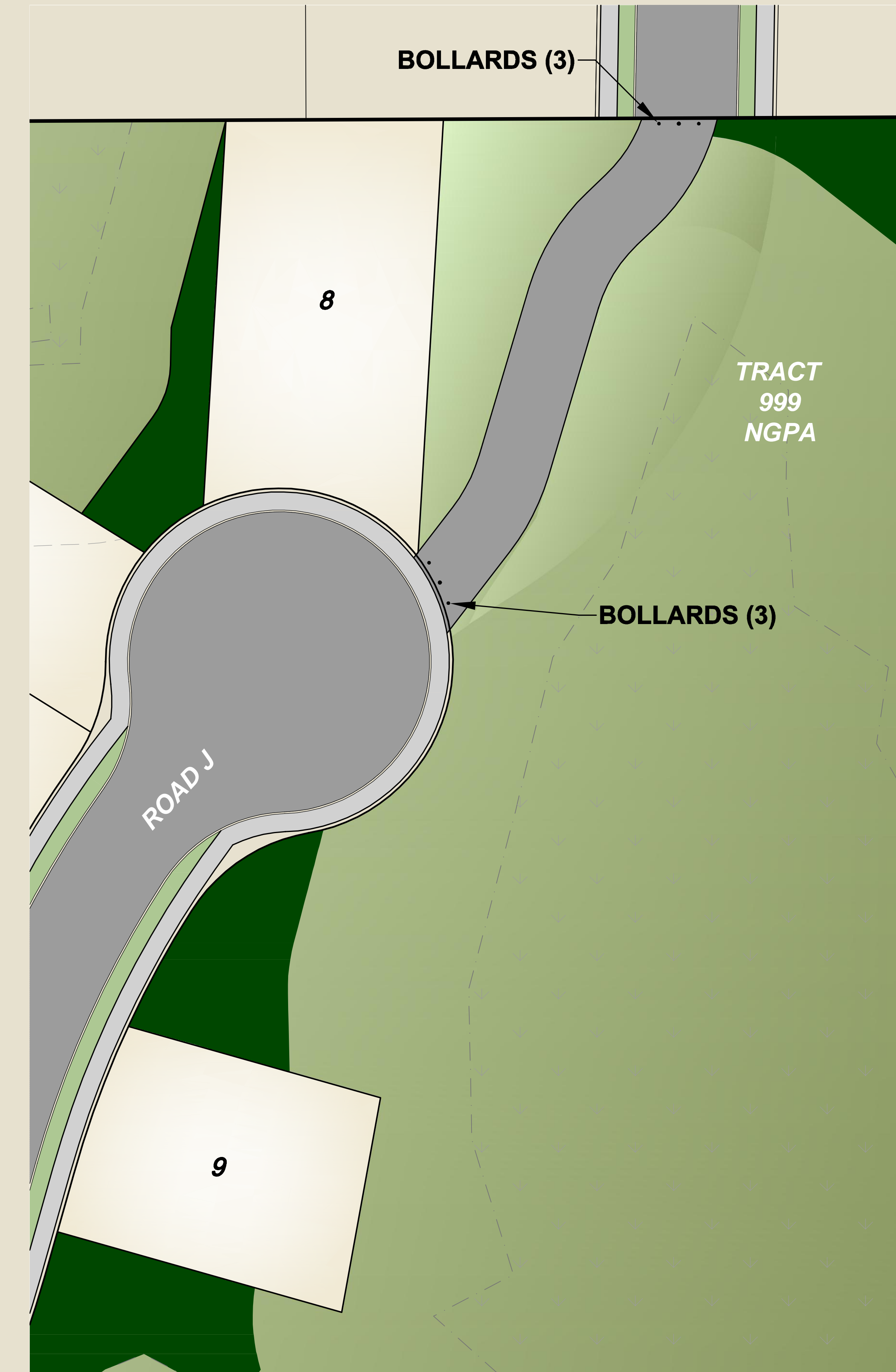
MID-BLOCK BULBOUT OPTION: PROS AND CONS

PROS

- ALLOWS FOR MORE TRAFFIC QUEUEING
- ABILITY FOR 2-WAY TRAFFIC
- NO ADDITIONAL CRITICAL AREAS IMPACTS

CONS

- BULBOUTS CREATE POSSIBLE SAFETY HAZARD FOR DRIVERS



CUL-DE-SAC OPTION

CUL-DE-SAC OPTION: PROS AND CONS

PROS

- DOES NOT INCREASE TRAFFIC THROUGH PROJECT SITE

CONS

- FIRE ACCESS AND GENERAL PUBLIC SAFETY IS HINDERED BY BOLLARDS
- SIGNIFICANT INCREASE IN CRITICAL AREAS IMPACTS



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 27, 2017

Subject: LUA2017-0043 – Nourse 107th Ave NE Right-of-Way Vacation (Ordinance No. 995)

Contact	Eric Durpos, Public Works Director	Budget Impact:	Vacation
Person/Department:	Russ Wright, Community Development Director		compensation

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Continue the public hearing from April 25, 2017 and approve the proposed Right-of-Way Vacation subject to the conditions of approval by the adoption of Ordinance 995 (**Attachment 1**).

BACKGROUND/HISTORY:

The applicant proposes to construct a 250-unit single-family detached subdivision with associated improvements east of Callow Road and south of SR-92 in Lake Stevens. The subdivision is proposed to include a public park, two private parks, public roads, a trail system, sidewalks and street trees, and preservation of critical areas. Off-site improvements proposed include installation of sewer up Callow Road, improvements to the intersection of SR-92 and Callow Rd, improvements to Oak Road, 107th Ave NE, and 30th St NE. To date, the project proponents have also applied for a binding site plan approval, a second right-of-way vacation (ROW) along 109th Ave NE and amendment to their current development agreement in support of their proposed development as separate actions.

The applicant has applied for a right-of-way vacation for 107th Ave NE to incorporate the northern portion of the unopened right-of-way into the residential subdivision being planned. A drawing that illustrates the proposed vacation is shown in **Attachment 2**. The southern portion of the right-of-way is comprised of wetlands and steep slopes that would be added to the critical areas tracts for the subdivision. The requested ROW vacation section is currently unopened, approximately 450 feet in length, and has connection to an existing roadway along the south (Oak Road). It is not planned by the City as a future circulation connection.

In return for the ROW vacation, the City would receive a public benefit whereby the cost of the right-of-way to be vacated would be credited towards off-site street improvements being proposed as part of the revised development agreement.

The City Council held a public hearing on this ROW vacation request on April 25, 2017 and decided to continue the public hearing to a future date to bring the right-of-way vacation forward with any proposed amendment to the development agreement at the same time.

Subject to Lake Stevens Municipal Code 14.16C.095, the applicant has provided a revised cost summary of adjacent properties using new information from the Snohomish County Assessor, considering wetlands and wetland buffers, estimated to be between \$0.57 per square foot and \$0.05 per square foot, to determine a value for the proposed vacation (**Attachment 3**).

The requested project is a legislative decision subject to a Type V permit and public hearing with City Council. Before city staff can approve a binding site plan application, City Council would need to approve the ROW vacation.

ANALYSIS:

1. The city received a Type V application and supporting materials on March 16th and March 22nd, 2017, identified as File No. LUA2017-0043, which staff deemed complete on March 22, 2017.
2. The city provided public notice for the land use application by publication in the Everett Herald, mailing postcards to residents within 300-feet of the properties, posting the notice on city campus bulletin boards, publishing on the city website and posting the site on March 24, April 14, June 17, and June 24, 2017 in accordance with Chapter 14.16B LSMC, Part V.
3. LSMC 14.16C.095 establishes the procedure and decision criteria for right-of-way vacations. The applicant provided a narrative with the right-of-way application.
 - a. Mr. Patrick McCourt, on behalf of Mr. Tim Kaintz, petitioned the city to consider a right-of-way vacation of approximately 13,661 square feet.
 - b. The application contains the signature of Mr. Tim Kaintz, the property owner of all four parcels surrounding the right-of-way to be vacated.
 - c. A draft ordinance is attached (subject to the City Attorney's approval), for City Council's consideration.
 - d. The applicant has provided a survey and legal descriptions for the affected portions of the properties under review. The city's consulting engineer, CHS Engineers, has stated that no substantive discrepancies exist in the legal descriptions or survey, except a label for 15 feet of right-of-way when it should be 30 feet. This comment has subsequently been addressed by the applicant and revised in the attached survey (**Attachment 2**).
 - e. The applicant has provided documentation for the assessed value of the adjacent property on a square foot basis established using Snohomish County Assessor's information. The Public Works Director has found the valuations to be fair and accurate.
 - f. Decision Criteria pursuant to LSMC 14.16C.095(f):
 - 1) This criterion is not applicable, as the property does not adjoin any fresh water body.
 - 2) The City Council shall use the following criteria for deciding upon the petition:

(i) The vacation will provide a public benefit, and/or will be for a public purpose;

This was not addressed in the vacation request by the applicant and the northern portion of the property is intended to be used for private benefit. The southerly portion of the right-of-way vacation request would, however, provide a public benefit in that the critical areas and steep slopes would be protected in perpetuity by being incorporated into the native growth protection tracts of the subdivision. The City has contacted the applicant to propose a public benefit for consideration on the northern portion of the right-of-way request. The applicant is willing to apply the cost of the right-of-way to be vacated towards the off-site street improvements on 30th St SE, east of 109th Ave NE. The improvements would be the construction of the extension of 30th Street NE, just east of the applicant's proposed plat, to

connect into the existing intersection of 30th Street NE at Cedar Rd. Total credits allowed by the City for this would not exceed the value of the ROW to be vacated.

(ii) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;

The requested ROW vacation section is currently unopened, approximately 450 feet in length, and has connection to an existing roadway along the south (Oak Road). It is not planned by the City as a future circulation connection. The southerly portion crosses critical areas and steep slopes. To the south, this ROW intersects with Oak Road and the remainder of this ROW abuts undeveloped land owned by the applicant. Therefore, the vacation of this ROW would not adversely affect the City's street pattern or circulation.

(iii) The public need shall not be adversely affected;

This ROW is currently not serving any public purpose.

(iv) The right-of-way is not contemplated or needed for future public use; and

Future use by the public is not practical due to the critical areas along the southerly portion of the ROW and it is not part of the City's plan for any future uses.

(v) No abutting owner will become landlocked or its access will not be substantially impaired (i.e., there must be an alternative mode of ingress and egress, even if less convenient); provided, that the City Council may, at the time of its public hearing, determine that the City may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

No impairment to abutting private property will result from this ROW vacation. Private lands abutting this ROW are undeveloped and owned by the applicant who currently has other access proposed for the developable lands.

3) The City Council will, at the time of the public hearing, determine the amount of compensation to be paid to the City by the petitioners as a condition of the vacation, consistent with the following:

(ii) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more, an amount which equals one-half of the appraised value of the area vacated.

The total assessed value of the area proposed to be vacated has been revised from \$3,101.28 to \$4,038.68 to include the value of the wetlands/buffer.

g. The ordinance upon approval will be recorded with Snohomish County along with the record of survey

CONCLUSIONS:

1. The proposal has met the procedural and noticing requirements for Type V permits per Chapters 14.16A and 14.16B LSMC.

2. The proposal as conditioned meets the criteria to approve a Right-of-Way vacation per LSMC 14.16C.095.
3. The Public Works Department has verified that the assessed values are fair and accurate.
4. The city's consulting engineer has verified that no substantive discrepancies exist in the legal descriptions or survey.

CONDITION OF APPROVAL:

1. The applicant shall participate in the construction of the off-site street improvements to the extent of the cost of the right-of-way to be vacated and in conformance with Amendment No. 2 to the Nourse Development Agreement. Total credits allowed by the City for this would not exceed the value of the ROW to be vacated.

RECOMMENDATION

Staff recommends that the City Council **APPROVE** the proposed Right-of-Way Vacation (LUA2017-0043) subject to the condition listed above and referenced in Ordinance No. 995.

APPEALS

The decision of the City Council on a Type V application is the final decision and may be appealed to Snohomish County Superior Court by filing a land use petition which meets the requirements set forth in Chapter 36.70C RCW. The petition must be filed and served upon all necessary parties as set forth in State law and within the 21-day time period as set forth in RCW 36.70C.040. The appeal period shall commence upon the City Council's final decision and not upon expiration of the reconsideration period.

APPLICABLE CITY POLICIES: Lake Stevens Municipal Code 14.16C.095 – Right-of-Way Vacation and Chapter 14.16B LSMC, Part V – Type V Review - Quasi-Judicial, City Council Decisions

BUDGET IMPACT: There is no budget impact.

ATTACHMENTS:

1. Ordinance No. 995
2. Survey
3. Revised Value Assessment dated June 9, 2017

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 995

**AN ORDINANCE OF THE CITY OF LAKE STEVENS PROVIDING FOR A
RIGHT-OF-WAY VACATION OF APPROXIMATELY 13,661 SQUARE FEET
OF LAND ALONG, APPROXIMATELY 450 FEET IN LENGTH, ALONG
107TH AVE NE OFF OAK ROAD.**

WHEREAS, the City of Lake Stevens is the owner of public right-of-way located on 107th Ave NE; and

WHEREAS, Tim Kaintz of KR-N9 LLC, is the owner of adjacent Parcel Numbers 00385700200100, 29060600403000, 29060600402900, and 29060600402800 and did petition the City Council to vacate a portion of 107th Ave NE, described and shown in **Exhibit A**, in accordance with the provisions of Lake Stevens Municipal Code (LSMC) 14.16C.095; and

WHEREAS, Tim Kaintz proposed to apply the cost of the right-of-way to be vacated towards the off-site street improvements on 30th St SE, east of 109th Ave NE, to compensate the city for the proposed vacation, described and shown in **Exhibit A**; and

WHEREAS, Right-of-way vacations are Type V (quasi-judicial) land use permits subject to public notice and a public hearing before the City Council; and

WHEREAS, Planning and Community Development staff prepared a staff report for City Council's consideration describing the project and provided an analysis, conclusions and recommendations in coordination with the Public Works Department; and

WHEREAS, Public notice for the land use application was provided via publication in the Everett Herald, mailing postcards to residents within 300-feet of the properties, posting the notice on city campus bulletin boards, publishing on the city website and posting the site on March 24th, April 14th, June 17th, and June 24th, 2017 in accordance with Chapter 14.16B LSMC, Part V; and

WHEREAS; The Lake Stevens City Council held a public hearing on April 25, 2017 and continued the public hearing until June 27th, 2017 to receive public comment and testimony, in accordance with Chapter 14.16B LSMC, Part V; and

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

Section 1. The City Council hereby adopts the following findings and conclusions, in addition to the analysis, conclusions and recommendations contained in the staff report dated June 27, 2017 in support of the proposed request:

ANALYSIS:

1. The city received a Type V application and supporting materials on March 16th and March 22nd, 2017, identified as File No. LUA2017-0043, which staff deemed complete on March 22, 2017.
2. The city provided public notice for the land use application by publication in the Everett Herald, mailing postcards to residents within 300-feet of the properties, posting the notice on city campus bulletin boards, publishing on the city website and posting the site on March 24, April 14th, June 17th, and June 24th, 2017 in accordance with Chapter 14.16B LSMC, Part V.
3. LSMC 14.16C.095 establishes the procedure and decision criteria for right-of-way vacations. The applicant provided a narrative with the right-of-way application.
 - a. Mr. Patrick McCourt, on behalf of Mr. Tim Kaintz, petitioned the city to consider a right-of-way vacation of approximately 13,661 square feet.
 - b. The application contains the signature of Mr. Tim Kaintz, the property owner of all four parcels surrounding the right-of-way to be vacated.
 - c. A draft ordinance is attached (subject to the City Attorney's approval), for City Council's consideration.
 - d. The applicant has provided a survey and legal descriptions for the affected portions of the properties under review. The city's consulting engineer, CHS Engineers, has stated that no substantive discrepancies exist in the legal descriptions or survey, except a label for 15 feet of right-of-way when it should be 30 feet. This comment has subsequently been addressed by the applicant and revised in the attached survey (**Exhibit A**).
 - e. The applicant has provided documentation for the assessed value of the adjacent property on a square foot basis established using Snohomish County Assessor's information. The Public Works Director has found the valuations to be fair and accurate.
 - f. Decision Criteria pursuant to LSMC 14.16C.095(f):
 - 1) This criterion is not applicable, as the property does not adjoin any fresh water body.
 - 2) The City Council shall use the following criteria for deciding upon the petition:
 - (i) *The vacation will provide a public benefit, and/or will be for a public purpose;*

This was not addressed in the vacation request by the applicant and the northern portion of the property is intended to be used for private benefit. The southerly portion of the right-of-way vacation request would, however, provide a public benefit in that the critical areas and steep slopes would be protected in perpetuity by being incorporated into the native growth protection tracts of the subdivision. The City has contacted the applicant to propose a public benefit for consideration on the northern portion of the right-of-way request. The applicant is willing to

apply the cost of the right-of-way to be vacated towards the off-site street improvements on 30th St SE, east of 109th Ave NE. The improvements would be the construction of the extension of 30th Street NE, just east of the applicant's proposed plat, to connect into the existing intersection of 30th Street NE at Cedar Rd. Total credits allowed by the City for this would not exceed the value of the ROW to be vacated.

(ii) *The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;*

The requested ROW vacation section is currently unopened, approximately 450 feet in length, and is connected to an existing roadway to the south (Oak Road). It is not planned by the City as a future circulation connection. The southerly portion crosses critical areas and steep slopes. To the south, this ROW intersects with Oak Road and the remainder of this ROW abuts undeveloped land owned by the applicant. Therefore, the vacation of this ROW would not adversely affect the City's street pattern or circulation.

(iii) *The public need shall not be adversely affected;*

This ROW is currently not serving any public purpose.

(iv) *The right-of-way is not contemplated or needed for future public use; and* Future use by the public is not practical due to the critical areas along the southerly portion of the ROW and it is not part of the City's plan for any future uses.

(v) *No abutting owner will become landlocked or its access will not be substantially impaired (i.e., there must be an alternative mode of ingress and egress, even if less convenient); provided, that the City Council may, at the time of its public hearing, determine that the City may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.*

No impairment to abutting private property will result from this ROW vacation. Private lands abutting this ROW are undeveloped and owned by the applicant who currently has other access proposed for the developable lands.

3) The City Council will, at the time of the public hearing, determine the amount of compensation to be paid to the City by the petitioners as a condition of the vacation, consistent with the following:

(ii) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more, an amount which equals one-half of the appraised value of the area vacated.

The total assessed value of the area proposed to be vacated (including the wetland and wetland buffer area) is \$4,038.68.

- g. The ordinance upon approval will be recorded with Snohomish County along with the record of survey

CONCLUSIONS:

1. The proposal has met the procedural and noticing requirements for Type V permits per Chapters 14.16A and 14.16B LSMC.
2. The proposal as conditioned meets the criteria to approve a Right-of-Way vacation per LSMC 14.16C.095.
3. The Public Works Department has verified that the assessed values are fair and accurate.
4. The city's consulting engineer has verified that no substantive discrepancies exist in the legal descriptions or survey.

Section 2. Conditioned on the compensatory vacation of land required in Section 3 hereof, the city of Lake Stevens does hereby vacate the portions of 107th Ave SE, described and shown in **Exhibit A** to Tim Kaintz of KR-N9, LLC, the adjacent landowner, to become part of his parcels. Recording of this ordinance in accordance with Section 5 hereof shall confirm satisfaction of the condition to this right-of-way vacation; and

Section 3. Tim Kaintz or successor agrees to the construction of the off-site street improvements to 30th St SE, east of 109th Ave NE, to the extent of the cost of the right-of-way to be vacated along on 107th Ave SE totaling approximately 13,661 square feet. Total credits allowed by the City for this would not exceed the value of the right-of-way to be vacated; and

Section 4. Reservation of Utility and Access Easement. The above-described property shall be vacated subject to reservation of a utility and access easement under and through the property for all existing utilities connecting to the public right-of-way.

Section 5. Pursuant to LSMC 14.16C.095 (g) the City Clerk or designee will confirm that Tim Kaintz or successor shall and has recorded the record of survey for the right-of-way vacation and certified copy of Ordinance 995 and any part thereof and returned conformed copies of the same to the Lake Stevens Planning and Community Development Department. Tim Kaintz or successor shall be responsible for all recording costs; and

Section 6. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance; and

Section 7. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and **APPROVED** by the Mayor this 27th day of June, 2017.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

ATTEST/AUTHENTICATED:

By: _____
Barbara Stevens, City Clerk/Finance Director

APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

1st Reading: April 25, 2017

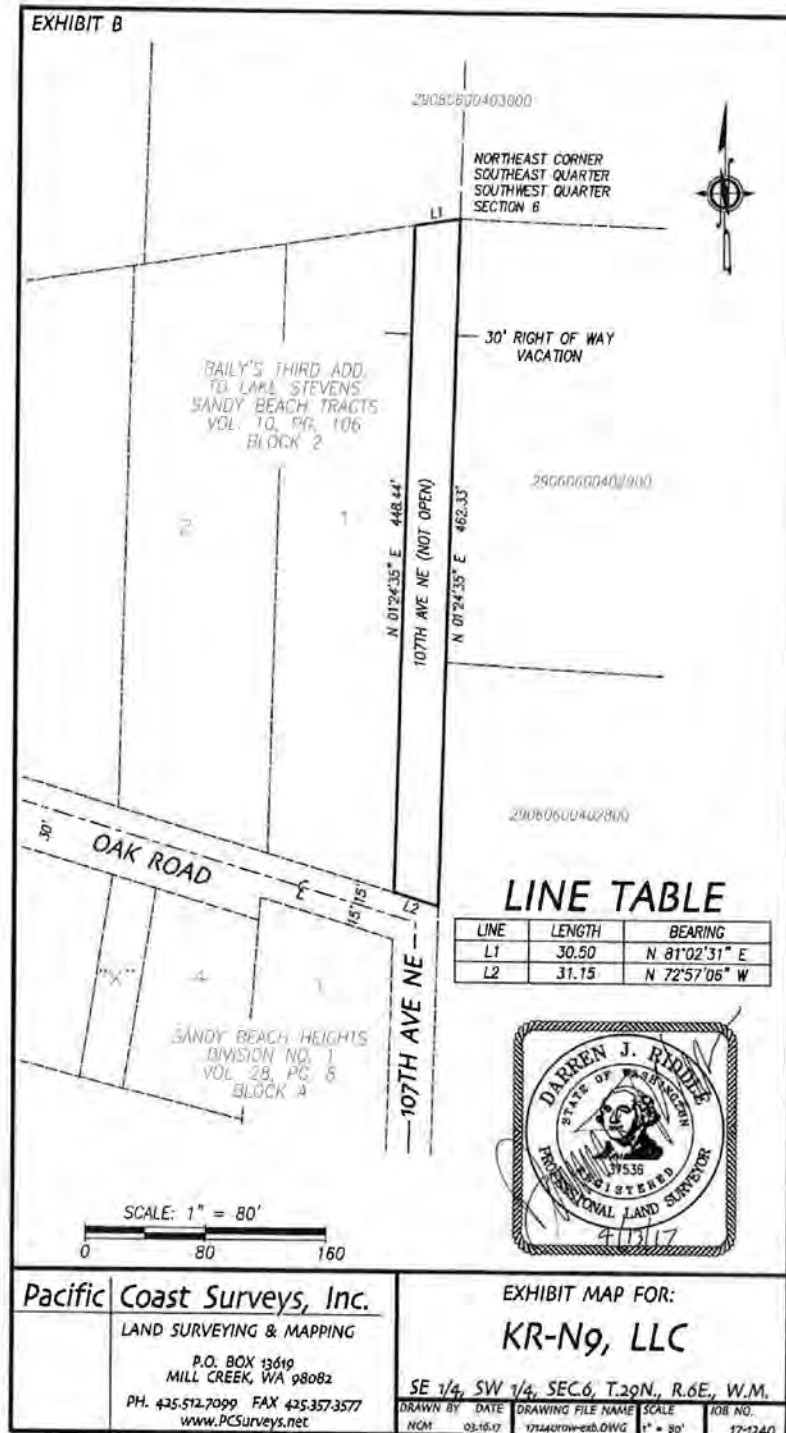
2nd Reading and Adoption: June 27, 2017

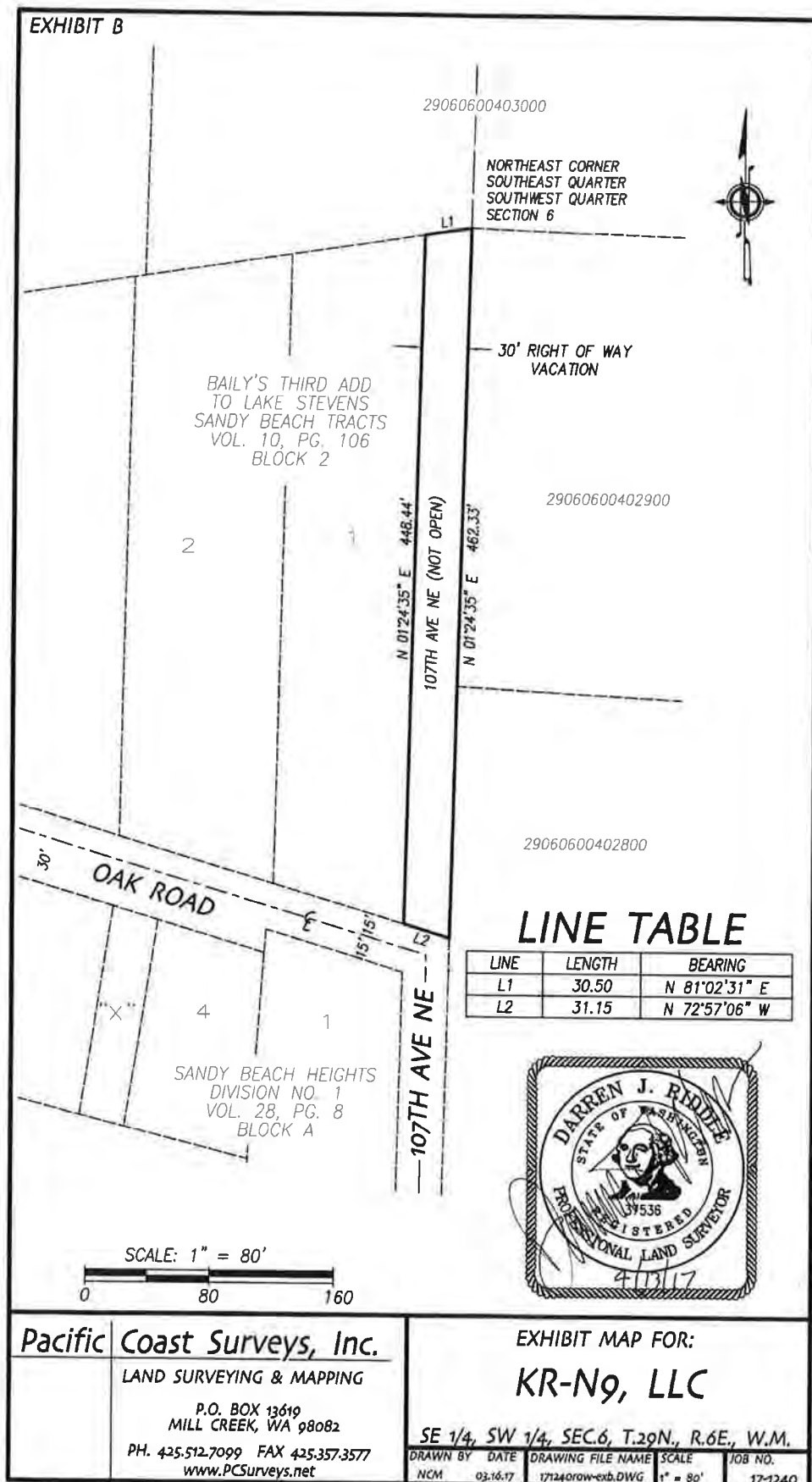
Date of Publication:

Effective Date:

EXHIBIT A

RECORD OF SURVEY FOR RIGHT-OF-WAY VACATION





LAND USE DEVELOPMENT APPLICATION

NOURSE BSP

ROW VACATION VALUATION REPORT

PORTION OF UNUSED RIGHT OF WAY

107th Ave NE & Oak Rd

Lake Stevens, WA 98258

March 22, 2017

REVISED

JUNE 9, 2017

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1.0 VALUATION SUMMARY

City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

RE: ROW Vacation Area Valuation – Nourse Project

An application for a Binding Site Plan has been submitted to the City of Lake Stevens on behalf of KR-N9, LLC under LUA20147-0042.

In conjunction with the Binding Site Plan, an application for Right-of-Way Vacation has been submitted to the City of Lake Stevens on behalf of KR-N9, LLC under LUA20147-0043.

Pacific Coast Survey, Mr. Darren Riddle, P.L.S., was retained by KR-N9, LLC to draft the binding site plan for the development as well as a survey for the right of way to be vacated.

Per the survey, the total square feet of ROW for which the vacation is requested is 13,661 square feet.

The Lake Stevens Municipal Code, Section 14.16C.095 provides specific procedures and requirements including methods for establishing a value for the ROW. KR-N9, LLC elected to use the Assessor Method of the comparable abutting properties method to establish the value.

Procedures set forth in the code were followed, which included identification of the abutting properties and the 2017 assessed values for those properties.

Per correspondences with Laura Washabaugh, Residential Appraisal Manager for Snohomish County, 2017 valuations were recently completed and are reflected in the valuation within this report.

The County has given adjacent properties without wetlands a value of \$25,000 per acre or \$0.57 a square foot. Lands that are considered damaged/wetlands have been assessed a value of \$2,000 per acre or \$0.05 cents a square foot.

The ROW is encumbered by wetland and wetland buffer. The square footage of the wetland and buffer is approximately 7,200 sf.

The wetlands and buffer have been broken out and shown below.

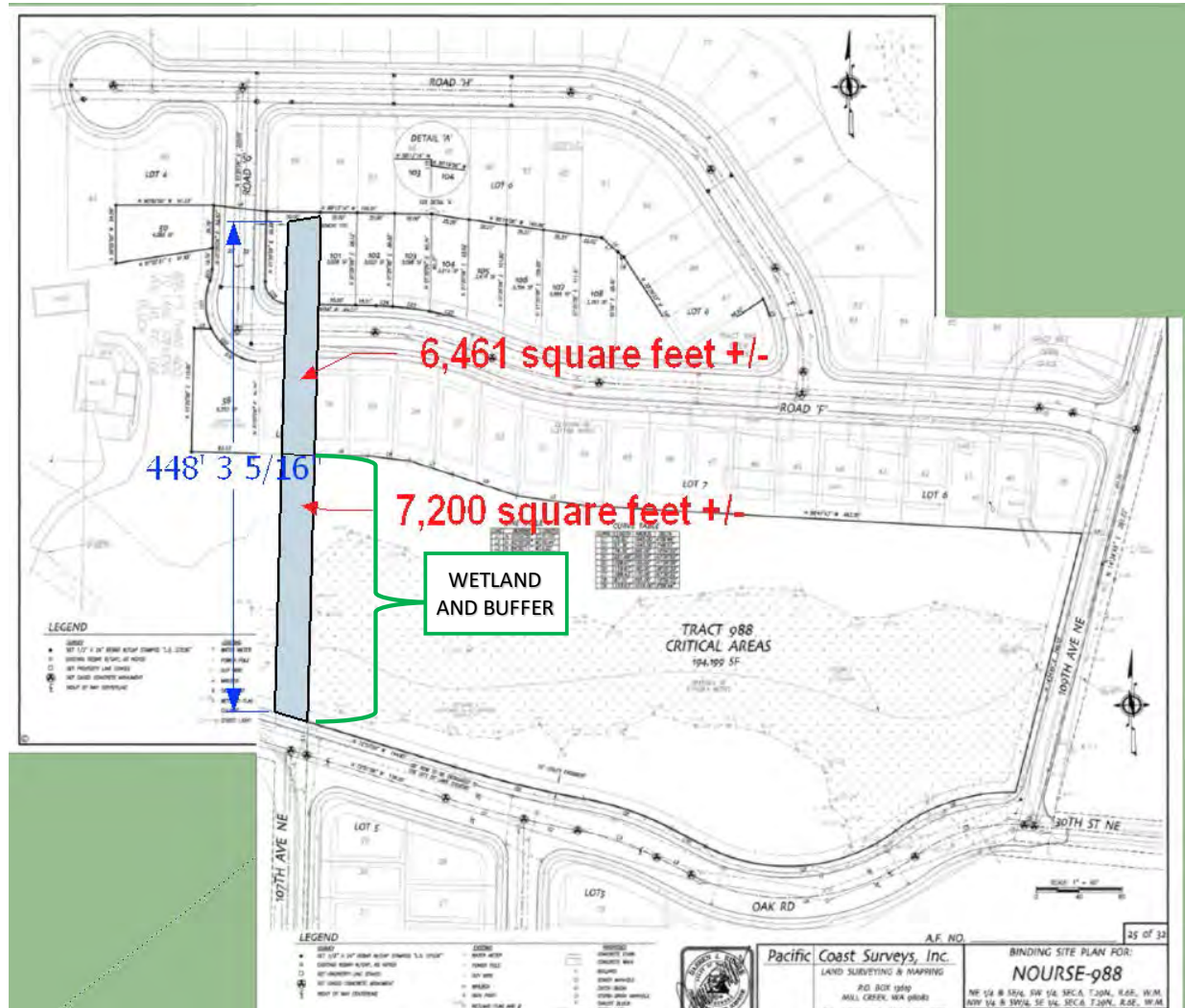
Total square footage of ROW	13,661
Less wetland and buffer	(7,200)
Net useable square footage	6,461

The useable land of 6,461 square feet a \$0.57 per square foot and \$0.05 per square foot for the wetland portion results in an estimated value for the ROW of \$4,038.68

2.0 DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED.

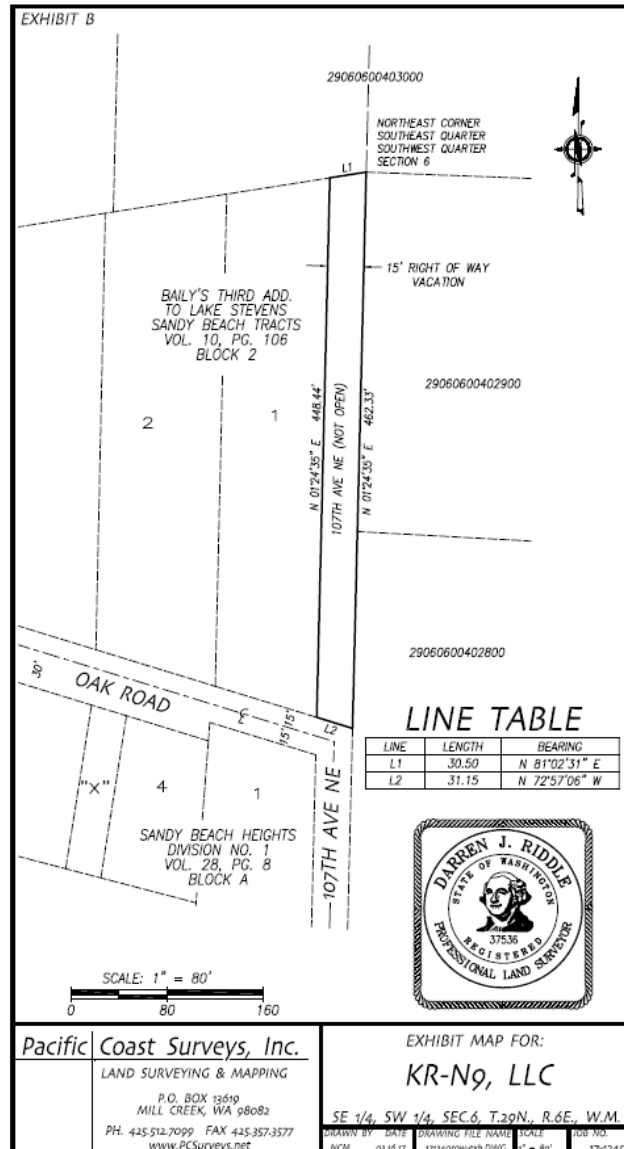
The right-of-way requested to be vacated is currently unused and unopened and has never been utilized. KR-N9, LLC is the owner of all parcels abutting the ROW and is desirous to develop the land.

The southern portion of the right-of-way is comprised of wetlands and steep slopes, making any access to the northern parcel economically infeasible. The northern portion of the right of way however, can be utilized and incorporated into the residential plat being planned.



3.0 SURVEY OF RIGHT-OF-WAY TO BE VACATED

See copy of Survey below. Copy of survey attached to this application.



4.0 LEGAL DESCRIPTION OF RIGHT OF WAY

The area has been officially surveyed by Pacific Coast Surveys. Below is the legal description of the parcel to be vacated.

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 81°02'31" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 30.50 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, PLAT OF BAILEY'S THIRD ADDITION TO LAKE STEVENS SANDY BEACH TRACTS AS RECORDED IN VOLUME 10 OF PLATS, PAGE 106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 01°24'35" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 448.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

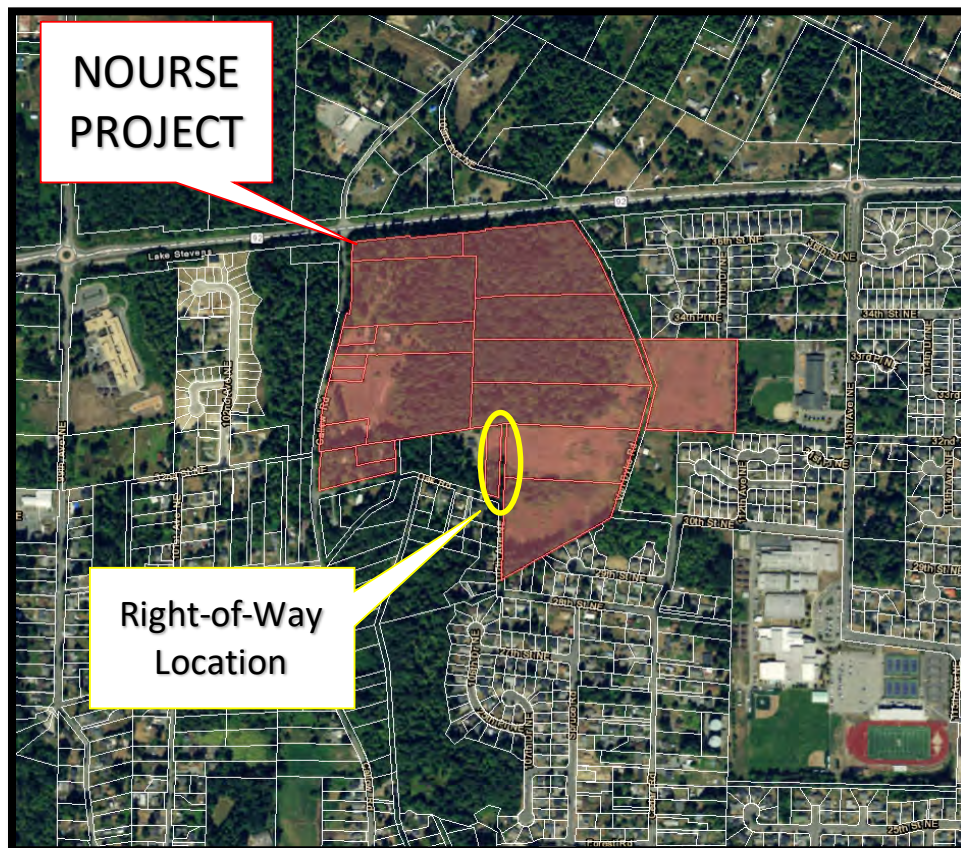
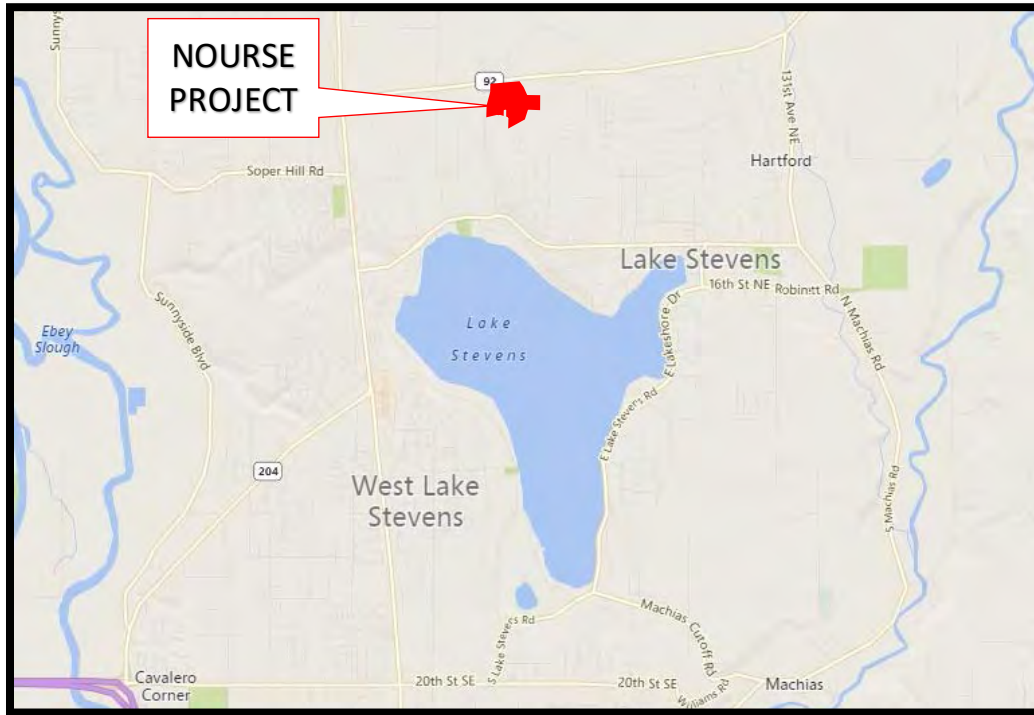
THENCE SOUTH 72°57'06" EAST A DISTANCE OF 31.15 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 01°24'35" EAST ALONG SAID EAST LINE A DISTANCE OF 462.33 FEET TO THE POINT OF BEGINNING;

CONTAINING 13,661 SQUARE FEET;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

5.0 VICINITY MAPS



6.0 OWNERSHIPS OF ADJACENT PARCELS

The property to be vacated is surrounded on three sides by three different parcels. All three parcels are owned by KR-N9, LLC. See image below.



7.0 VALUATION

The table below outlines the adjacent ownerships and valuations. Per correspondences with Laura Washabaugh, Residential Appraisal Manager with Snohomish County, they recently completed their valuations for 2017. Notices will be sent to property owners beginning June 23, 2017.

Given the timing of the request for valuation of non-useable lands, the County incorporated the 2017 values into our request and are reflected below.

Ms. Washabaugh stated that we choose to use either adjoining parcel (A or B) on the map above for valuation of the ROW. Both of these lots were valued at \$25,000 per acre with no damage/wetland valuation considered.

Parcel C on the map above does contain wetlands which is reflected in the valuation. The County estimated the wetland portion at 5.00 acres with a value of \$2,000 per acre. The value for the remaining 2.22 acres was at \$25,000 per acre.

The table below reflects the valuations for Parcels A,B and D as well as the calculated value for the ROW. Based on this analysis, the overall value of the right of way is **\$4,038.68**.

ADJACENT PROPERTIES

ID	PARCEL#	OWNERNAME	ACREAGE	SQ FT	LAND VALUE	VALUE / SQ FT	VALUE / ACRE
A	00385700200100	KR-N9 LLC	0.84	36,590	\$ 21,000	\$ 0.57	\$ 25,000.00
B	29060600402900	KR-N9 LLC	5.42	236,095	\$ 135,500	\$ 0.57	\$ 25,000.00
TOTALS/AVG			6.26	272,686	\$ 156,500	\$ 0.57	\$ 25,000.00

ID	PARCEL#	OWNERNAME	ACREAGE	SQ FT	LAND VALUE	VALUE / SQ FT	VALUE / ACRE
C	Useable Area	KR-N9 LLC	2.22	96,703	\$ 55,500	\$ 0.57	\$ 25,000.00
C	Wetland Area	KR-N9 LLC	5.00	217,800	\$ 10,000	\$ 0.05	\$ 2,000.00
TOTALS/AVG			7.22	314,503	\$ 65,500	\$ 0.21	\$ 9,072.02

ROW TO BE VACATED

ID	PARCEL#	OWNERNAME	ACREAGE	SQ FT	LAND VALUE	VALUE / SQ FT	VALUE / ACRE
Wetland/Buffer		City of Lake Stevens	0.17	7,200	\$ 331	\$ 0.05	\$ 2,000.00
Useable		City of Lake Stevens	0.15	6,461	\$ 3,708	\$ 0.57	\$ 25,000.00
TOTAL/AVG ROW VALUE			0.31	13,661	\$ 4,038.68	\$ 0.30	\$12,877.90

The following tables are excerpts from the City of Lake Stevens code that outlines the decision criteria and standards as it pertains to ROW Vacations valuation and appraisals.

Chapter 14.16C

LAND USE ACTIONS, PERMITS AND DETERMINATIONS - DECISION CRITERIA AND STANDARDS

14.16C.095 Right-of-Way Vacation.

(a) The purpose of this section is to provide procedures and requirements for the vacation of public rights-of-way and streets. The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for the vacation, or the City Council may initiate, by resolution, such vacation procedure.

Appraisal. In all cases where the City Council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

- (1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.
- (2) The petitioner shall be required to submit a report of a professional appraiser to the City, stating the fair market value of the right-of-way proposed for vacation.
- (3) The City shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 27th June 2017

Subject: Telecommunication Cable Installation

Contact	Amanda Wells, Public Works for IT	Budget	\$9,787.93
Person/Department:		Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Award and authorize the Mayor to execute a Limited Public Works Contract with Skyline Communications Inc. for an amount of \$9,787.93 and authorize an administrative contingency of \$1,000.

SUMMARY/BACKGROUND: The new City hall requires the installation, label, and testing of telecommunication cabling. The request for bids was published on City website, as well as MRSC rooster, and received 15 competitive bid responses. Skyline Communications is the lowest responsive bid.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$9,787.93 under 001-013-594-18-60-02 City Hall Approved Budget

ATTACHMENTS:

- ▶ Exhibit A: Bid Tabulation
- ▶ Exhibit B: Limited Works Contract

BID SUMMARY
City of Lake Stevens
Public Works

BID DUE DATE

6/14/2017 4PM

PROJECT
16076 Cat5
BIDDER
#1
CTS 2721 S Ash Street Tacoma, WA 98409 425.633.0090
#2
Diamond Communications, Inc. PO BOX 96 Hobart, WA 98025 425.432.6068
#3
Evergreen Technologies, Inc. 3623 E Marginal Way S Seattle, WA 98134 206.774.1361
#4
Interface Technologies NW 6825 216th St SW, Ste E Lynnwood, WA 98036 425.977.2411

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$21,150.00	\$1,882.35	\$23,032.35
\$10,041.00	\$893.65	\$10,934.65
\$10,513.85	\$935.73	\$11,449.58
\$11,697.93	\$1,041.12	\$12,739.05

COMPLETED BY:
Amanda Wells

DATE: 6/14/2017

BID SUMMARY
City of Lake Stevens
Public Works

BID DUE DATE
6/12/2017 4PM

PROJECT
Cat5
BIDDER
#5
McKinstry Co LLC 5005 Third Avenue South Seattle, WA 98134 206.832.8091
#6
Milne Electric 14582 172nd Drive SE Monroe, WA 98272 206.255.6557
#7
New Tech Communications 8229 44th Ave W, Suite H Mulkiteo, WA 98275 425.347.7608
#8
Seacom Cabling, Inc. 3014 Hoyt Avenue Everett, WA 98201 425.317.8259

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$16,930.00	\$1,506.77	\$18,436.77
\$13,635.00	\$1,213.52	\$14,848.52
\$9,324.92	\$829.92	\$10,154.84
\$9,985.00	\$888.67	\$10,873.67

COMPLETED BY:

Amanda Wells

DATE: 6/14/2017

BID SUMMARY
City of Lake Stevens
Public Works

BID DUE DATE
6/12/2017 4PM

PROJECT
Cat 5
BIDDER
#9
Sequoyah Network Services 15135 Ne 92nd Street Redmond, WA 98052 425.814.5818
#10
Skyline Communications Inc. 12002 Beverly Park Rd Everett, WA 98204 425.355.1593
#11
Structured Communications PO BOX 1368 Snohomish, WA 98291 425.321.5343
#12
ToledoTel 183 Plomondon Road Toledo, WA 98591 360.864.2008

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$9,932.33	\$883.98	\$10,816.31
\$8,988.00	\$799.93	\$9,787.93
\$19,241.06	\$1,712.45	\$20,953.51
\$17,043.00	\$1,516.83	\$18,559.83

COMPLETED BY:
Amanda Wells

6/14/2017
DATE: _____

BID SUMMARY
City of Lake Stevens
Public Works

BID DUE DATE
6/12/2017 4PM

PROJECT
Cat 5
BIDDER
#13
Steele Electric Co 4722 Bayview Ln Everett, WA 98203 425.876.7488
#14
Structured Communications PO BOX 1368 Snohomish, WA 98291 425.321.5343
#15
Veca Electric & Technologies 5614 7th Ave S Seattle, WA 98108 206.316.0792
#16

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$20,150.00	\$1,793.35	\$21,943.35
\$18,801.59	\$1,673.34	\$20,474.93
\$13,695.00	\$1,218.86	\$14,913.86
\$0.00	\$0.00	\$0.00

COMPLETED BY:
Amanda Wells

DATE: 6/14/2017

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 Skyline Communications, Inc., a Washington corporation. ("Contractor").

WHEREAS, the City wishes to install, label and test the installation of telecommunication cabling in the new City Hall building and install, label and test fiber optic cable between the new City Hall building and the existing building; and

WHEREAS, Contractor has the necessary skill and expertise to perform and complete the work needed by the City; 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 Telecommunication Cable Installation in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 days after 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.

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 \$9787.93 (nine thousand seven hundred eight seven dollars and ninety 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 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, Thomas Jordal. 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:

Skyline Communications, Inc.
Thomas, Jordal President
12002 Beverly Park Rd
Everett, WA 98204
Telephone: 425-355-1593

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

SKYLINE COMMUNICATIONS, INC.

By: _____
John Spencer, Mayor

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:

SCOPE OF WORK: Install, label and test the installation of Cat5e cabling in the new City building. Install, label and test fiber optic cable between new City building and existing building.

SITE PLANS

Provide and install:

1-Patch panel Cat5e 24 port

1-Patch panel Cat5e 48 port

10,000 Cat5e cable

66-Cat5e jacks

35-Face plates

2-HDMI cable 30' each

2-VGA cables 30' each

Provide and install:

1-Rack mount fiber enclosure 19" 1U

2-SC 6 gang bulkhead

12-SC light crimp 62.5 MM fiber connector

2-1 meter 62.5 MM SC to LC patch cable

150' 62.5 MM indoor/outdoor fiber cable

City of Lake Stevens

Bid Proposal for City Hall Network Cable/Fiber Installation

The following proposal is for the installation of cable as set forth above.

Bid – Lump Sum	Amount	\$ <u>8,988.00</u>
SUB- TOTAL		\$ <u>8,988.00</u>
Sales tax (8.9%)		\$ <u>799.93</u>
TOTAL BASE BID (Sub-Total + Sales Tax)		\$ <u>9,787.93</u>

If awarded this bid, I will be able complete the installation by the date listed in this document.

Company: Skyline Communications Inc Email: Travis.pigott@skylinecommunications.net

Address: 12002 Beverly Park Rd City: Everett Zip: 98204

Signature:  Date: 6-3-2017 2015

Print Name: Travis Pigott Phone: 425-355-1593

Bid Proposal must be provided to the City by **4:00 PM** on **5 JUNE 2017**, late submittals will not be accepted. Email, FAX and mailed bids will be accepted using the following methods:

Email: Amanda Wells at awells@lakestevenswa.gov

FAX: (425) 212-3328 attn. Amanda Wells

Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258 attn. Amanda Wells

The successful bidder will be required to execute a contract substantially in the form attached as Attachment A

ATTACHMENT A – LIMITED PUBLIC WORKS CONTRACT



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 27, 2017

Subject: Consider Additional Financial Contribution to Aquafest

Contact Russ Wright, Community Development
Person/Department: Director

Budget
Impact: TBD

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Determine whether to make a one-time financial contribution to Aquafest in 2017.**

SUMMARY/BACKGROUND: At the June 13, 2017 City Council meeting, Janice Huxford, on behalf of Aquafest, requested that the City sponsor the Aquafest Fireworks display that will be held on July 29th at North Cove Park. The sponsor from previous years has decided not to sponsor the event this year. Aquafest brought its request forward now so that the City's name can be included in advertising if the Council determines it would like to contribute this event.

The Council determined to review this request at their special meeting held on June 19, 2017. At that special meeting Council discussed whether they wished to contribute to Aquafest for the fireworks display. Subsequently, staff has been informed that Aquafest has received private contributions to fund the fireworks display. It was suggested that rather than making a financial contribution specifically for fireworks, that perhaps the City could make a one-time financial contribution, beyond its usual in-kind support for Police, Public Works and Planning & Community Development time and labor, to Aquafest that could be applied by the Aquafest board to the 2017 event at the board's discretion. This contribution would be made by the City in recognition of residents' and Aquafest's patience and willingness to work with the City as the City moves through the process of constructing the new temporary City Hall and making improvements to North Cove Park, all of which benefit the city and community at large. In making this contribution, the City also recognizes that the annual Aquafest event brings a large benefit to the City by bringing people from across Snohomish County and beyond to spend time here and enjoy the activities that are offered as well as spend money in the community, which is a benefit to the local economy and city revenue.

Because the request was made publicly at the June 13 Council meeting, staff has not had an opportunity to meet with the subcommittees to discuss this request.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Cash contribution to be determined, in addition to financial contributions totaling \$3,000, for BOSS (General Event Management), sound system and in-kind support from Police and Public Works staff.

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 27, 2017

Subject: Verizon Franchise Agreement – Ordinance 998

Contact	Russ Wright, Community	Budget	Annual	Franchise
Person/Department:	Development Director	Impact:	Fees	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Hold a public hearing and receive public comment for the Verizon Franchise Agreement
 2. First Reading of Ordinance 998 to approve the Verizon Franchise Agreement
-

SUMMARY

Verizon, through its wholly owned subsidiary MCImetro Access Transmission Services Corp, requested that the city allow Verizon to deploy fiber-optic facilities at existing cell sites within the city on November 15, 2016, specifically to upgrade facilities on 96th Ave SE and Cedar Road. No new structures will be constructed. The request would allow Verizon to place and maintain fiber-optic telecommunications facilities within public rights-of-way. Chapter 12.12 – Article III Lake Stevens Municipal Code (LSMC) provides the application criteria to approve franchise agreements for telecommunication facilities. Staff has coordinating with the city attorney’s office and WCIA to craft the attached ordinance for the proposed franchise agreement (**Attachment 1**). The agreement would be set for a period of 10 years.

FINDINGS

Application Requirements – LSMC 12.12.0330

- A. Verizon has stated its intention to provide fiber-optic facilities for telecommunication purposes;
- B. Verizon has identified the proposed locations for current distribution of fiber-optic facilities – future actions will require separate permits that may include construction and right-of-way permits;
- C. Verizon has identified the services or facilities that will be available in the city; and
- D. Verizon will pay applicable fees, deposits or charges required pursuant to this Chapter.

Determination – LSMC 12.12.0340

- A. Whether the applicant has all requisite licenses, certificates, and authorizations from the Federal Communications Commission, and the Washington Utilities and Transportation Commission for the activities proposed by the applicant.
- B. The public rights-of way can accommodate the applicant’s proposed facilities and additional utility and telecommunications facilities if the franchise is granted.
- C. The franchise agreement addresses damage to or disruption of public and private facilities and improvements and any disruption in service.
- D. The proposed agreement will minimize the cost and disruption of construction within the public ways.

- E. The proposed agreement will not affect public health, safety and welfare if the franchise requested is granted.
- F. The proposed agreement is consistent with local and state statutes governing telecommunication franchises.
- G. Such other factors as may demonstrate that the grant to use the public ways will serve the community interest.

NEXT STEPS

The ordinance granting the franchise will be subject to a second reading to ensure compliance with the Revised Code of Washington 35A.470.040 and must be published at least once in a newspaper of general circulation in the city before becoming effective.

BUDGET IMPACT: Annual franchise fee / utility tax

ATTACHMENTS:

Attachment 1 – Ordinance 998

ATTACHMENT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 998

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, GRANTING A FRANCHISE TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“Grantee”) has applied to the City of Lake Stevens (“City”) for a non-exclusive franchise for the right of entry, use, and occupation of the public Rights-of-Way within City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those Rights-of-Way for purposes of offering and providing Network Telephone Service and Telecommunications Infrastructure Services; and

WHEREAS, the City held a public hearing on June 27, 2017 to receive public comment on Grantee’s proposal to provide telephone services and telecommunications infrastructure services within the franchise area; and

WHEREAS, from information presented at such public hearing the City Council now deems it appropriate and in the best interest of the City and its inhabitants that a franchise be granted to Grantee.

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

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, City hereby grants Grantee a franchise as set forth in this Ordinance (this “Franchise”), including without limitation general permission to enter, use and occupy the right(s)-of-way within the City as now or hereafter constituted (the “Franchise Area”).

B. Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within City. This Franchise does not authorize the Grantee to provide Cable Service.

D. This Franchise is non-exclusive and does not prohibit City from entering into other agreements, including other franchises, impacting the Franchise Area, unless City determines that entering into such agreements interferes with Grantee’s rights set forth herein. The City expressly reserves the right to grant franchises, licenses, permits or other rights to other Persons, as well as the right in its own name as a municipality, to use the Rights-of-Way for similar or different purposes allowed Grantee hereunder.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that City has

or may hereafter acquire with respect to the Franchise Area or any other City roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the all or the portion of the Franchise Area that is the subject of such proceeding shall have no value.

F. City reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area. If, at any time during the term of this Franchise, City vacates any portion of the Franchise Area containing Grantee Facilities, City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. To the extent authorized by law, this Franchise is subject to the general ordinance provisions of the City of Lake Stevens, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the applicable codes and ordinances of the City regarding permits, fees to be paid or the manner of construction.

Section 2. Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257
Lake Stevens, WA 98258

To the Grantee:

MCIMETRO ACCESS TRANSMISSION
SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION
SERVICES
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E102
Irving, TX 75038

With copies (except for invoices) to:

Verizon Business Network Services
1320 North Courthouse Road, Suite 900
Arlington, VA 22201
ATTN: Vice President and Deputy General
Counsel, Network & Technology

B. Any changes to the Grantee's information shall be sent to City's Public Works Director or Designee, with copies to the City Clerk, referencing the title of this agreement.

C. The Grantee's voice numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of ten (10) years, from the date of execution specified in Section 5, unless terminated sooner as provided herein.

B. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, this Franchise shall automatically continue in full force and effect until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew this Franchise.

Section 4. Definitions.

For the purpose of this Franchise:

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Cable Service” means cable service as defined in 47 U.S.C. § 522(7).

“Communications System” means the Grantee’s network distribution system constructed and operated within, above or below the Rights of Way including all fiber optics, wires, cables, ducts, conduits, vaults, poles, anchors, cabinets, fixtures, transformers, and further including other types of facilities necessary or convenient for providing Network Telecommunications Service or Telecommunications Infrastructure Services.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Force Majeure Event” means any strike, lockout, labor trouble, inability to procure materials, power failure, riot, insurrection, storm, hurricane, flood, earthquake or other natural disaster or acts of God, terrorism, war or other reason which is not the fault of or is beyond the reasonable control of either the City or Grantee.

“Facility” or “Grantee Facility” (pluralized as “Facilities” or “Grantee Facilities”) means any one or more tangible components of the Communications System.

“Grantee Services” means Network Telephone Service and Telecommunications Infrastructure Services.

“Hazardous Substances” means pollutants or substances now or hereafter defined as "hazardous waste", "hazardous substances", "hazardous materials", "pollutants", "contaminates", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 15 U.S.C. Section 2601, *et seq.*; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 1601, *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*; the Washington State Environmental Policy Act, RCW 90.48.010, *et seq.*; the Water Pollution Control Act,

RCW 90.48.010, *et seq.*; the Hazardous Waste Management Statute, RCW 90.105, *et seq.*; the Toxic Substance Control Act, RCW 70.105C, *et seq.*; and the Model Toxics Control Act, RCW 70.105C, *et seq.*; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws and shall also include petroleum, oil and petroleum by-products.

“Maintenance” or “Maintain” means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Network Telecommunications Service” means service provided by Grantee, or a specified set of user-information transfer capabilities provided to a group of users over Grantee’s telecommunications system.

“Person” means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person, and any governmental entity.

“Relocation” means permanent movement of Grantee Facilities required by City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Right-of-Way” (pluralized as “Rights-of-Way”) means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas used by the general public, to the extent the City has the right to allow the Grantee to use them. The term does not include real property and leaseholds.

“State” means the State of Washington.

“Street Excavation Permit” means that permit as described in Chapter 14.56 of the Lake Stevens Municipal Code.

“Network Telephone Service” has the same meaning as “Network telephone service” as defined under RCW 82.16.010 (2013).

“Telecommunications Infrastructure Services” means the provision of telecommunications capacity or dark fiber by Grantee using Grantee Facilities in the Rights-of-Way, but does not include activities excluded from the definition of “Network telephone service” under RCW 82.16.10 other than the provision of “Competitive telephone service” as defined in RCW 82.16.10.

Section 5. Acceptance of Franchise.

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk the Statement of Acceptance, attached hereto as Exhibit A (the “Franchise Acceptance”). The date that the Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the City Clerk within 60 days after the effective date, this Franchise will automatically terminate and shall be null and void.

Section 6. Construction and Maintenance.

A. Grantee shall apply for, obtain, and comply with the terms of permits required under Title 12 of the Lake Stevens Municipal Code, for any work done on Grantee Facilities within City right-of-way

or public land. Grantee shall comply with all applicable City, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner consistent with the standards of the telecommunications industry.

B. Grantee agrees to use commercially reasonable efforts to coordinate its activities with City and all other utilities located within the Franchise Area.

C. City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Franchise Area and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, Relocation and/or replacement thereof in the public interest and safety at the expense of Grantee.

D. Before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Upon prior written approval of City and in accordance with City ordinances, Grantee shall have the authority (but not the obligation) to reasonably trim trees upon and overhanging streets, Public Ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until seven (7) calendar days after written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant shall have one week from receipt of notice to have such trees pruned by a qualified line clearance arborist at his or her own expense in accordance with Grantee's standards for reliable utility service, provided that the owner or occupant agrees to use tree pruning personnel that are qualified to work in close proximity to power lines. If the owner or occupant fails to do so in compliance with the notice, Grantee may prune such tree at its expense. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

F. Nothing in this Franchise shall be construed to prevent the City from constructing sewers, its own fiber optic system, grading, paving, repairing and/or altering any Street; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to injure or prevent the unrestricted use, access and operation of the Grantee's System under this Franchise. However, if any portion of the Grantee's System interferes with the construction or repair of any street or public improvement, including construction, repair or removal of a sewer or water main, the City may direct Grantee to relocate as provided in Section 11.

G. Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning Hazardous Substances relating to its System and Facilities in the Rights-of-Way. If Grantee releases or causes the release of a material amount of any Hazardous Substances in the course of Grantee's work on its Facilities in the Rights-of-Way, Grantee shall immediately proceed to remove and remediate such release, in accordance with, and only to the extent required by, all applicable state and federal laws, any Hazardous Substances in the Rights-of-Way directly attributable to or caused by Grantee's Facilities or the acts or omissions of Grantee. Nothing in this Franchise transfers or is intended to transfer any liability to the City for removal or remediation of any such Hazardous Substances in the Rights-of-Way.

H. Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that Facilities that are in Rights-of-Ways which are subsequently acquired by the Grantee and which (if acquired prior to

this original Franchise grant) would have been subject to this Franchise and the permitting authority related thereto shall be subject to the provisions of this Franchise and all permits related thereto.

I. The City may require that Grantee, when constructing, relocating, or placing ducts or conduits in rights-of-way, provide the City with additional duct or conduit and related structures necessary to access the conduit. In the event City requests additional duct, conduit, and related structures necessary to access the conduit, City and Grantee agree that:

1. The terms and conditions under which additional ducts and/or conduits shall be provided shall be consistent with RCW 35.99.070; and

2. The City and Grantee agree the requested additional duct or conduit space and related access structures may be used by the City to provide telecommunications or Cable Service in accordance with applicable law; and

3. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this paragraph.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the Public Works Director or Designee in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits as soon as possible, not to exceed two (2) business days following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction, including the payment of permit fees. City may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director or Designee.

Section 9. Location Preference.

A. Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any City facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from

City or special purpose district water facilities and ten (10) feet from above-ground City or special purpose district water facilities; provided, that for development of new areas, City, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director or Designee's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

C. The City retains the authority to require that Grantee's Facilities are installed and maintained within the right-of-way in such a manner and at such points so as not to inconvenience the public use of the Right-of-Way or to adversely affect the public health, safety, and welfare.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to City, any information reasonably requested of the Director of Public Works to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within City. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with City's database system, as now or hereinafter existing, including City's geographic information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the Public Works Director or Designee informed of its long-range plans for coordination with City's long-range plans.

B. The parties understand that Washington law limits the ability of City to shield from public disclosure any information given to City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of mandatory disclosure requirements to third persons. Grantee shall indemnify and hold harmless City for any loss or liability for costs for attorneys' fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

Section 11. Relocation of Grantee Facilities.

A. Except as otherwise so required by law, Grantee agrees to Relocate, remove, or reroute its facilities as ordered by the Public Works Director or Designee at no expense or liability to City, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety, and in accordance with Chapter 35.99 RCW. Any determination to require the Relocation of Grantee Facilities shall be made in a reasonable, uniform and non-discriminatory manner. Any City funds used to reimburse costs incurred by any Person in connection with any relocation shall be allocated in a reasonable, uniform and non-discriminatory manner. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless City from any customer or third-party claims for service interruption or other losses in connection with any such change, Relocation, abandonment, or vacation of Rights-Of-Way.

B. The City shall notify the Grantee as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, the City shall consult with the Grantee and other affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. If after receiving the Public Works Director or Designee's relocation schedule, Grantee identifies in writing that the work associated with relocating Grantee's Facilities will be of such size or scope that Grantee believes that it is probable that Grantee will not be able to complete the work within the

schedule, Grantee may request a meeting with the Public Works Director or Designee to discuss whether modification of the relocation schedule, alternate construction methods or alternate locations are reasonably possible given other project constraints. The Public Works Director or Designee will consider Grantee's safety, reliability and cost concerns while considering potential effects on project schedules, project budget and any other relevant matters. However, the Public Works Director or Designee will retain full authority and discretion to make any final decisions regarding any modifications to the relocation schedule, based upon the Public Works Director or Designee's consideration of the total circumstances of the project schedule.

The City shall provide the Grantee with the standard written notice given under the circumstances to other licensees. Should Grantee fail to remove or relocate any such Facilities by the date established by the Public Works Director or Designee's schedule, provided Grantee could have reasonably performed its work by such date and a Force Majeure Event has not occurred, the City may cause and/or effect such removal or relocation by qualified workers and the expense thereof shall be paid by Grantee, including all direct, indirect and/or consequential costs and expenses incurred by the City due to Grantee's delay (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third-party). If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will make a reasonable effort to provide Grantee with an alternate location for its Facilities within the Rights-of-Way, or if an alternate location is unavailable, will make the City's project management personnel available to meet with affected property owners and explain City project needs in support of Grantee's efforts to secure an alternate location on private property.

C. If a readjustment or Relocation of Grantee Facilities is necessitated by a request from a Person other than City in the case of City Rights-of-Way, or the request of the State of Washington Department of Transportation in the case of any state highway situated within the City, that party shall pay Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. If Grantee intends to discontinue using Facilities of its System within all or part of a particular portion of the Rights-of-Way and does not intend to use said Facilities again in the future, Grantee shall submit to the City Public Works Director a notice describing the structures or other Facilities and the date on which the Grantee intends to discontinue using such Facilities. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit City's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities.

B. Whenever City requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the Public Works Director or Designee at no expense or liability to City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other

utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless.

A. Grantee shall defend, indemnify, and hold City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence or misconduct pursuant to RCW 4.24.115.

C. Grantee acknowledges that neither City nor any other public agency with responsibility for firefighting, Emergency rescue, public safety or similar duties within City has the capability to provide trench, close trench or confined space rescue. Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. Grantee shall hold City harmless from any liability arising out of or in connection with any damage or loss to Grantee for City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), Grantee shall indemnify City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on City's failure or inability to provide such services.

D. Acceptance by City of any work performed by Grantee shall not be grounds for avoidance of this section.

E. Grantee also hereby agrees to indemnify the City, its officers, agents and employees, for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its System with all related Facilities in the Rights of Way in a timely manner in accordance with a reasonable relocation schedule furnished to Grantee by the Public Works Director or Designee in writing as provided in Section 11, except to the extent that Grantee's failure is caused by the City's sole negligence or willful misconduct, or a Force Majeure event as described in Section 26.

F. Grantee agrees to forever indemnify the City, its officers, agents and employees, from and against any claims, costs and expenses of any kind, whether direct or indirect, or pursuant to any state or federal law statute, regulation or order, for the removal or remediation of any leaks, spills, contamination or residues of Hazardous Substances, arising from or due to acts of Grantee concerning Facilities in the Rights-Of-Way.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work operations or activities, including completed operations, performed by or on Grantee's behalf with the issuance of this Franchise. Grantee shall obtain and maintain insurance in the amounts and types set forth 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 at least as broad coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident including contractual liability.

2. Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01, or coverage at least as broad, with limits of no less than \$1,000,000 per

occurrence and \$2,000,000 general aggregate including \$2,000,000 products-completed operations aggregate limit. Coverage shall cover liability arising from premises-operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. City shall be included as an additional insured under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured form -State or Political Subdivisions-Permits CG 20 12 or coverage at least as broad.

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

B. Grantee's insurance coverage shall be primary insurance as respects City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Grantee's insurance and shall not contribute with it.

C. On an annual basis, Grantee shall furnish City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by City. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers and employees, as otherwise required under Section 15(A). The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage, any failure by the Grantee to maintain adequate self-insurance shall be cause for the City to declare a revocation of this Franchise under and subject to Section 23.

E. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity.

Section 16. Performance Security.

Grantee shall provide City with a surety performance bond with a penal sum of not less than Fifty Thousand Dollars (\$50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City conditioned such that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity. Grantee shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of the Franchise, including, if necessary, the time required for removal of all of Grantee's System installed in the Rights-of-Way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days prior written notice first being given to the City Finance Director. The bond shall be reviewed and approved as to form by the City Attorney, and such approval shall not be unreasonably withheld.

B. During all times when Grantee is performing any construction work in, over, or under any Right of Way requiring a Street Excavation Permit, Grantee shall post a faithful performance bond running to the City, as is required for Street opening permits, and in accordance with the provisions of Chapter 14.56 of the Lake Stevens Municipal Code. Grantee shall pay all premiums or other costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the construction work.

Section 17. **Successors and Assignees.**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of City by ordinance or resolution, which approval shall not be unreasonably withheld. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by City, plus any other costs actually and reasonably incurred by City in processing, and investigating the proposed assignment or transfer.

D. Prior to City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with City a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. **Dispute Resolution.**

A. In the event of a dispute between City and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's written request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The substantially prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. **Enforcement and Remedies.**

A. If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, City may shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If City reasonably determines the breach cannot be cured within (30) thirty days, City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) against the financial guarantee set forth in Section 16. Grantee shall be entitled to avail itself of any and all due process rights available under federal, state or local law.

B. Should City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, City reserves the right to cancel this Franchise and require Grantee to apply, pay for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations.

A. This Franchise is subject to, and Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms hereof to the contrary, Grantee shall be subject to the police power of City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to Right-of-Way regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, City may enact the proposed amendment, by incorporating Grantee's concerns to the maximum extent City deems possible.

Section 21. License, Tax, Charges and Consideration.

A. This Franchise shall not exempt Grantee from any future license, tax, or charge which City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area. Nothing in this Franchise is intended to alter, amend or modify the taxes and fees that may be lawfully assessed on Grantee's business activities under applicable law.

B. As consideration for this Franchise, and consistent with RCW 35.21.860, Grantee understands that portions of its business may be subject to a City utility tax not to exceed six percent (6%) on those revenues derived from Grantee's provision of Telecommunications Infrastructure Services (net of

bad debt or other uncollectable amounts) in the City, or an amount equivalent to the amount due under such a tax.

Section 22. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Termination.

A. This Franchise may be terminated upon a default hereof as provided in this Franchise, subject to the cure period set forth in this section. A termination of this Franchise because of Grantee's default shall not prejudice any other remedy for breach of contract, damages, nonpayment or otherwise which the City has under this Franchise or under law. Grantee shall be entitled to avail itself of any and all due process rights available under federal, state or local law.

B. Grantee shall be in default under this Franchise upon the occurrence of any of the following events:

1. Grantee's failure to pay reimbursements for City-incurred costs relating to this Franchise or the Fees or any other payments required hereunder when due, and such failure continues for twenty (20) days after written notice is given to Grantee identifying the alleged failure with reasonable specificity, provided that the City shall not be required to give written notice concerning failure to pay amounts due more than twice during any twelve Month period. After notice has been given twice during any twelve Month period, Grantee shall be deemed in default, without the requirement of notice and the opportunity to cure, for any subsequent failure to pay amounts due hereunder during the same twelve Month period if such failure continues for 30 days after the same becomes due.

2. Upon Grantee's failure to perform any other obligation under this Franchise or cure any failure of performance within thirty days after written notice of such failure or demand for cure, both of which must identify the alleged failure with reasonable specificity, is given by the City to Grantee (or, if such failure of performance is not curable within thirty days in the reasonable determination of City, if the defaulting party fails to commence such cure within thirty days and fails to thereafter diligently pursue such cure to completion).

3. Grantee becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors.

Section 24. Severability.

Each term and condition of this Franchise is an integral part of the consideration given by each party and as such, the terms and conditions of this Franchise are not severable. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, the City and Grantee will engage in good faith negotiations to agree on replacement terms, and this Franchise shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 25. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Force Majeure Events.

If either party is delayed from performing an obligation hereunder because of a Force Majeure Event, then performance of the obligation will be excused for the period of the delay. The occurrence of a force majeure event shall not alter or impair any of the provisions concerning Grantee's insurance requirements as provided in this Franchise.

Section 27. 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.

ADOPTED AND APPROVED this ____ day of _____, 2017.

CITY OF LAKE STEVENS

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading: _____
Final Reading: _____
Published: _____
Effective Date: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 27, 2017

Subject: Lake Safety Pilot Program

Contact	Jill Meis, Assistant Planner	Budget	\$7700.00
Person/Department:	Russ Wright, Community Development Director	Impact:	
	John Dyer, Police Chief		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize budget for Lake Safety Pilot Program to install safety markers on Lake Stevens, develop informational signage for lake access points and data/survey collection.

SUMMARY

The city has received calls and emails from lakeside homeowners asking for the ability to permit buoys in front of properties to demarcate a water safety zone and keep highspeed watercraft 100-feet from docks. Installation of navigational markers is the responsibility of the overseeing jurisdiction. Another issue as identified by the Lake Stevens Police is the growing competition between swimmers, motorized vessels and non-motorized vessels on Lake Stevens. Lake Stevens Police Department studied the national and regional statistics related to competing interests of paddle sports and motorsports on waterways and has concluded preventive safety measures may increase public safety on Lake Stevens.

Lake Stevens City Council recognizes safety concerns on Lake Stevens. On March 28, 2017 Lake Stevens City Council voted to establish a Lake Safety Taskforce to study safety issues on the lake. The taskforce is overseen by the Lake Stevens Public Safety Subcommittee to study and implement safety changes for competing interests in uses on the lake. The Lake Safety Taskforce is comprised of Community members who are directly affected by lake activities including the water ski club, rowing clubs, lakeside property owners among others. A public meeting was held on March 29, 2017 to introduce the public to the idea of a safety program. There was general community support to move forward with a safety program. Some important ideas from the public forum were spacing of buoys, conversation regarding the use of buoys in North Cove, and additional safety measures such as education and enforcement.

On June 13, 2017, the Lake Safety City Council Subcommittee met and made a recommendation for City Council approval of the Lake Safety Pilot Program.

STRATEGY

Lake Stevens Police and Planning and Community Development are proposing City Council implement a pilot program in strategic locations within the lake that are recognized as high-traffic areas. These areas include Wyatt Park, Lundeen Park, North Cove and Sunset Beach.

Elements of the Pilot Program include:

1. Installing signage including the rules of the lake, in an abridged form, and illustrative lake map at Wyatt Park, Lundeen Park, North Cove and Sunset Beach in highly visible locations.

2. Distributing the rules of the lake via mail to waterfront owners, social media, newspaper and website.
3. Recording time and location of violations and increased enforcement in those areas.
4. Placing 20 safety markers (navigational buoys) in Lake Stevens at Wyatt Park and Lundeen Park in accordance with map locations. Markers will be spaced approximately 200 to 300 lineal feet apart and approximately 100-feet waterward from the closest dock. The proposal envisions closer spacing in high-traffic areas and will be further apart in front of residential areas.
5. Conducting post program interview with homeowners where buoys are placed.

NEXT STEPS

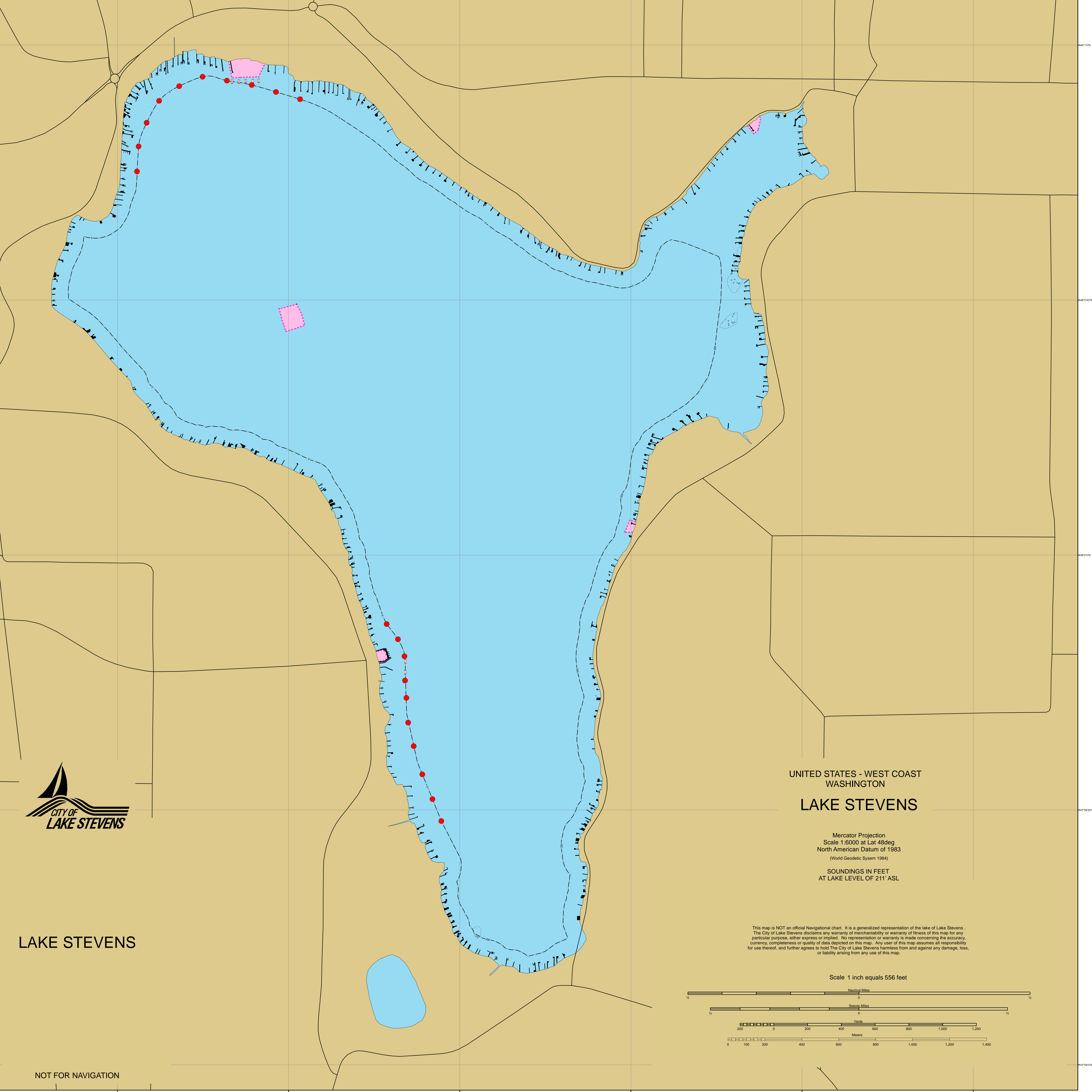
1. Engage the Taskforce in setting study criteria and hold a public meeting.
2. Bring findings to Public Safety Subcommittee.

BUDGET IMPACT: The proposed budget for the Pilot Program is \$7700.00.

Mailing a 6"x11" postcard to Waterfront Owners	\$600.00
20 buoys placed	\$6600.00
(4) 3 x 4 signs	\$500.00

ATTACHMENTS:

Conceptual Map



LAKE STEVENS

UNITED STATES - WEST COAST
WASHINGTON

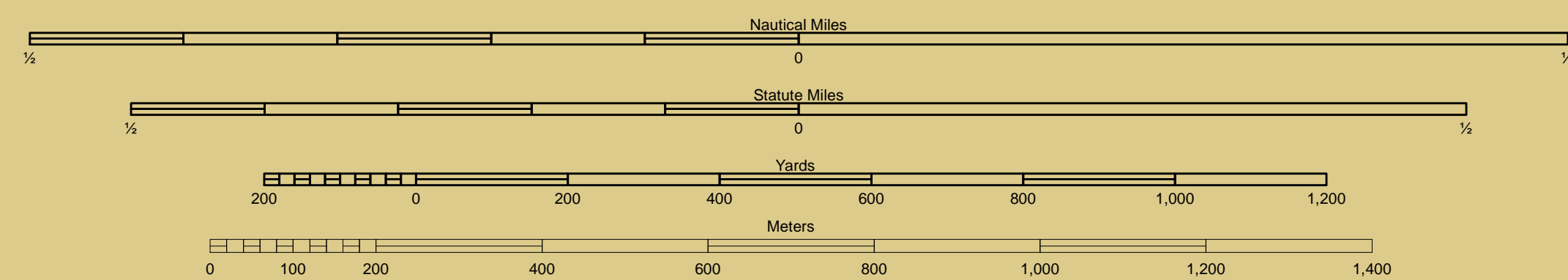
LAKE STEVENS

Mercator Projection
Scale 1:6000 at Lat 48deg
North American Datum of 1983
(World Geodetic System 1984)

SOUNDINGS IN FEET
AT LAKE LEVEL OF 211' ASL

This map is NOT an official Navigational chart. It is a generalized representation of the lake of Lake Stevens .
The City of Lake Stevens disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold The City of Lake Stevens harmless from and against any damage, loss, or liability arising from any use of this map.

Scale 1 inch equals 556 feet



NOT FOR NAVIGATION



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 27, 2017

Subject: Approve Resolution 2017-12 re Sewer District Unification

Contact Russ Wright, Community Development

Person/Department: Director

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Resolution 2017-12, a resolution of the City of Lake Stevens, Washington identifying certain steps to be undertaken between Lake Stevens Sewer District and the City of Lake Stevens related to the Unified Sewer Services and Annexation Agreement.**

SUMMARY/BACKGROUND: On May 23, 2005 the City of Lake Stevens (“City”) and the Lake Stevens Sewer District (“Sewer District”) executed the Unified Sewer Services and Annexation Agreement. The Agreement provides a blueprint for the orderly transition of public sewer service in the Lake Stevens Urban Growth Area from two systems to one system, ultimately as the City’s system. Article 5, Step 2, paragraph 5.1 of the agreement provides that the Unified Sewer System shall be transferred in its entirety from the District to the City no sooner than twenty years from the date of District acceptance of the Phase I Waste Water Treatment Plant improvements construction project subject to the City satisfying then-current statutes regulating assumption of special purpose districts by code cities. It further provides that the timing may be extended or accelerated at the mutual agreement of the City and District. The Phase I improvements were accepted in 2012. The City and Sewer District have determined to move forward with unification at this time.

Resolution 2017-12 is the first step in the unification process and sets out the initial steps and timeline to begin the unification process. The Lake Stevens Sewer District is in the process of adopting a similar resolution.

Attached is a draft Scope of Work, which identifies the steps for the City and Sewer District to move forward with unification on an accelerated program. It is proposed that unification occur no later than 7 years and no sooner than 5 years from now.

Unification of the City and Sewer District was previously discussed at Council’s special meeting in January 2017 and at that time Council indicated it wished to move forward with unification at this time.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- A. Resolution 2017-12
- B. Draft Scope of Work

ATTACHMENT A

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

RESOLUTION NO. 2017-12

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
IDENTIFYING CERTAIN STEPS TO BE UNDERTAKEN BETWEEN
LAKE STEVENS SEWER DISTRICT AND THE CITY OF LAKE
STEVENS RELATED TO THE UNIFIED SEWER SERVICES AND
ANNEXATION AGREEMENT.**

WHEREAS, the City of Lake Stevens (the “City”) and the Lake Stevens Sewer District (the “District”) entered into the Unified Sewer Services And Annexation Agreement on May 23, 2005 (the “Unification Agreement”) when the District assumed the City’s sanitary sewer system and

WHEREAS, Step 2 of the Unification Agreement provides for the Unified Sewer System to be transferred to the City in its entirety no sooner than twenty years from the date of the District’s acceptance of Phase I of the Waste Water Treatment Plant and that twenty-year timeline would be 2032; provided that the District and the City may mutually agree to extend or accelerate that date; and

WHEREAS, the City has requested the parties enter into the required negotiations to establish an accelerated unification/transfer date; and

WHEREAS, the District and the City are prepared to negotiate to determine an appropriate date for the unification/transfer that protects the interests of the District’s and City’s assets and ratepayers.

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

Section 1. The City and the District shall adopt resolutions identifying Step 2 of the Unification Agreement as the respective goals to be evaluated and pursued.

Section 2. The City shall engage its resources and commit to the following schedule to pursue Step 2 of the Unification Agreement:

- a. Within twelve (12) months of adoption of this Resolution, the City shall negotiate with the District and any necessary third parties to develop the terms, conditions and process for a successful implementation of Step 2 of the Unification Agreement.
- b. Legal counsel for the City shall work with legal counsel for the District to prepare the documents, establish terms and conditions and/or work out a phased process to successfully implement Step 2 of the Unification Agreement.
- c. An anticipated date by which Step 2 of the Unification Agreement will be accelerated will be established as part of the work of the facilitator identified below.

Section 3. The City shall work with the District so that both entities are able to consider for adoption a concurrent plan to accelerate Step 2 of the Unification Agreement. The concurrent plan shall be created following this resolution to unify the two agencies no sooner than 5 years following adoption of this resolution and no later than 7 years following adoption of an amendment to the existing Unification Agreement that outlines the revised joint unification schedule.

Section 4. The City and District shall jointly participate in retaining the professional services of a mutually selected consultant to assist the City and the District to serve as a process facilitator while identifying issues, risks, solutions, public impacts and benefits in properly managing the implementation of Step 2 of the Unification Agreement. Included in the consultant scope of services, but not limited to these items will be:

- a. Development of the terms and timeline to complete unification of the two jurisdictions.
- b. Continuity of financial policies, covenants, and conditions.
- c. Labor contract compliance and protections.
- d. Transfer of assets from District to City.
- e. Risk management and insurance continuity.
- f. Uniformity of accounting practices and standards.
- g. Continuity of Sewer District management.

Section 5. The City and District shall equally share the cost of the funding a consultant with specific experience in public sector mergers and content experts in the process. The City commits to working closely with the District to finalize the facilitator scope of work and enter into a professional services contract to begin the Unification due diligence process no later than July 31, 2017.

Section 6. The District and the City shall form a joint working group to oversee the unification due diligence process.

PASSED by the City Council and APPROVED by the Mayor this 27th day of June, 2017.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTACHMENT B

Draft **SCOPE OF WORK TO ACCOMPLISH DUE
DILIGENCE**

**POTENTIAL UNIFICATION OF LAKE STEVENS
SEWER DISTRICT WITH THE CITY OF LAKE
STEVENS**

June 15th, 2017 version

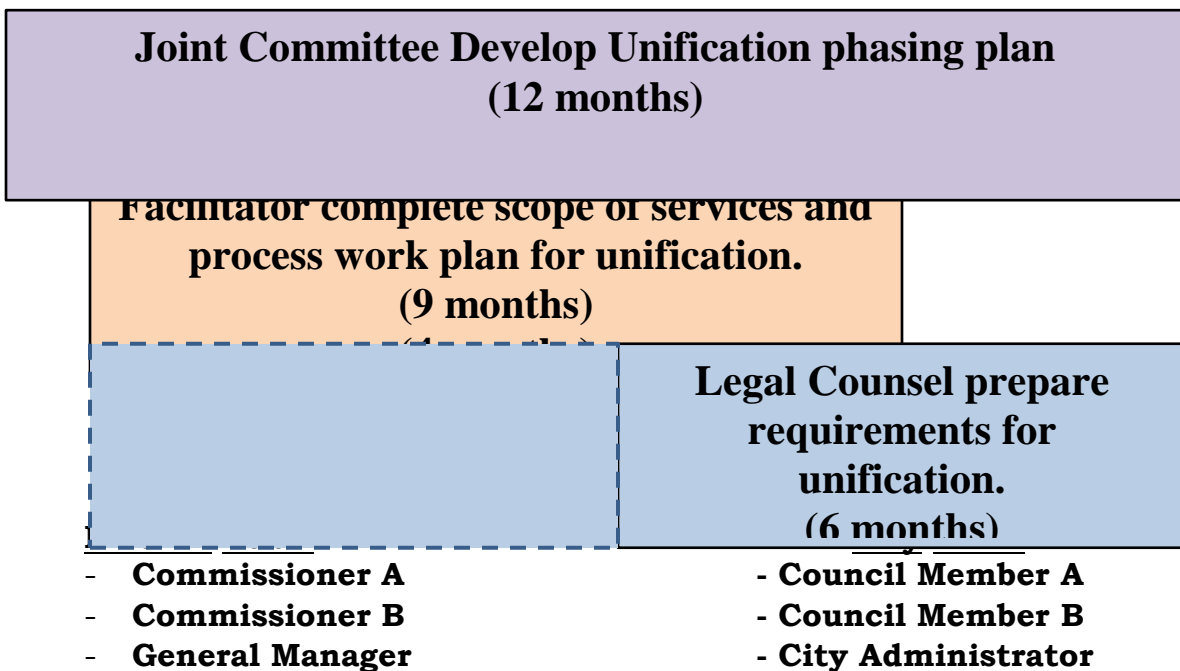
Background

The City of Lake Stevens (City) and the Lake Stevens Sewer District (District) entered into a Unification Agreement in 2005 in which the District assumed responsibility for the entire unified sewer system via a transfer of the City-owned sewer public infrastructure to the District. Subsequently, the City and District entered into a partnership by assuming loans to fund a new Wastewater Treatment Plant to replace the lagoon/pond treatment system in place since the 1960s within a flood plain adjacent to Ebey Slough.

With the District entirely responsible for design and construction of the new Plant, each entity assumed various loans to fund this project as part of the partnership. The Plant was finished, permitted and commissioned in April 2012. Per the present Unification Agreement, the District is scheduled to merge with the City 20-years following the treatment plant's commissioning unless mutually accelerated or extended by both agencies.

The purpose of this Scope is to establish the work plan for a joint LSSD – City team to negotiate the terms conditions and process for LSSD and City to accomplish unification with the assistance of an outside consultant/facilitator and content experts as needed to assure efficient, timely and effective unification.

Overall Work Plan



Each Agency Subject Matter Experts as needed



CONSULTANT ADVISORS

- ❖ **Consultant advisors as needed: Facilitation, Accounting, Financial, Other.**
- ❖ **Attorney for District & Attorney for City**

Monthly collaboration meetings established

- ☐ **Status Updates**
- ☐ **Information Gathering**
- ☐ **Questions/Guidance**
- ☐ **Conflict Resolution**
- ☐ **Other....**

Description of Scope

A. Financial & Staffing Consultants:

1. Financial Area

- **Policies including reserves**
- **Rate forecasting for each “enterprise”**
- **Growth & capacity forecasts**
- **Budget policies**
- **Operations and its efficiency**
- **Insurance, debt covenants and conditions.**

2. Staffing

- **Management continuity**
- **Staffing levels**
- **Salaries**
- **Use of Overtime**
- **Personnel policies and practices**

3. Procedures

- **Professional services procurement in compliance with state laws; local policies.**
- **Procurement practices.**
- **Project management practices.**
- **Development process, business process, code/ordinances.**

4. Programmatic

- **Annual maintenance plans & Level of Service (LOS)**
- **Annual operations plan for each “enterprise”**
- **Comprehensive plan**
- **6 to 10-year Capital project financial resources plan.**

5. Successful ability to pay current/future debts.

B. Integration of Organizations:

- 1. Managing any bias or cultural issues.**
- 2. Accounting systems.**
- 3. HR management, succession planning, organization structure, employee communications**
- 4. Environmental compliance items and permits.**
- 5. Transactional risks & costs.**
- 6. Engineering due diligence.**
- 7. Advice on ability to bridge any significant hurdles with any of the above: high chance of optimization or worse results**
- 8. Schedule of phased integration recommendation**
 - **5 to 7 years**
 - **Other integration alternatives/phases.**

C. Legal Advisors

Principally focused on the WA Statute requirements and steps that are required to pursue an agreed early assumption of District by City:

- **Amendment to the Unification Agreement**
- **Comprehensive Plan changes**
- **Notices and Public Hearings Held**
- **Boundary Review Board**
- **Adoption of Transition Plan**
 - **Key milestones contained in Transition Plan**
 - **Bargaining Unit components**
 - **Other legalities of the assumption/closure process**