



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 JOINT MEETING WITH PLANNING COMMISSION

**Lake Stevens Community Center
1808 Main Street, Lake Stevens**

Tuesday, December 18, 2018 – 6:00 p.m.

- A Introductions
- *B Planning Commission
 - 2018 Accomplishments
 - 2019 Docket / Work Program

CITY COUNCIL SPECIAL MEETING AGENDA

**Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 – 22nd Street NE, Lake Stevens**

Tuesday, December 18, 2018 – 7:15 p.m.

NOTE: WORKSHOP ON VOUCHERS AT 7:00 P.M.

CALL TO ORDER	7:15 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL		
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT		

Lake Stevens City Council Special Meeting Agenda **December 18, 2018**

CONSENT AGENDA	*A Approve 2018 Vouchers	Barb
	*B Approve Contract with Trans Tech re Bridge Certifications	Grace/Eric
	*C Approve Contract with Kenyon Disend re Attorney Services	Gene
	*D Approve Appointments of Council Representatives to Snohomish Health District and Snohomish Community Transit	Gene
PUBLIC HEARING:	*E Ordinance 1043 Establishing a Transportation Benefit District	Barb/Eric
ACTION ITEMS:	*F Adopt Resolution 2018-34 Setting a Date for a Public Hearing re Transportation Benefit District	Barb
	*G Approve Ordinance 1046 Adopting Lake Stevens Capital Facilities Plan	Russ
	*H Adopt Resolution 2018-035 Setting Rates, Fees and Deposits	Russ
	*I Approve Professional Services Agreement with Epic Land Solutions re Williams Property Relocations	Russ
	*J Appoint 2019 Senior Center Committee Representatives	Gene
DISCUSSION ITEMS:	K Senior Center Facility Rental	gENE
	L 2019 Retreat Details	Gene

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, City of Lake Stevens ADA Coordinator, (425) 622-9400, 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.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 18, 2018

Subject: Joint City Council / Planning Commission Workshop

Contact	Russell Wright, Director and	Budget	Specific projects
Person/Department:	Joshua Machen, AICP, Planning Manager	Impact:	as approved by Council

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The recommended action is for the City Council to recognize the long-range accomplishments of the Planning Commission and City Council and to review and accept the 2019 Long-Range Planning Work Program as presented.

BACKGROUND

The following Comprehensive Plan and Code Amendments were processed and adopted by the Planning Commission and City Council in 2018:

- | | |
|---------------------------------------|---|
| ➤ Downtown Lake Stevens Subarea Plan | ➤ Model Home Regulations |
| ➤ Stormwater Regulations | ➤ Safe Injection Sites regulations |
| ➤ Land Disturbance Regulations | ➤ Temporary Encampment regulations |
| ➤ Accessory Dwelling Unit Regulations | ➤ Storage Units in Local Business regulations |
| ➤ Final Plat Authority Regulations | |

The following Code Amendments are in process and should be adopted in the first or second quarters of next year:

- Shoreline Master Program Periodic Update (received grant/underway)
- Critical Areas – (waiting for buildable lands report, adoption this spring)
- Wireless Communication Regulations – drafted with Planning Commission
- Fences and retaining walls – with Planning Commission

City Council reviews the long-range work plan annually. The 2019 work program primarily includes the Planning Commission's 2019 long range work plan (see Attachment A).

DISCUSSION

Code Amendments

As indicated above, the 2019 work plan contains several carry-over amendments from the 2018 work plan in addition to new proposed code changes including the following:

- Private roads and streets – the Planning Commission and City Council will review updates to the city's road standards to address private roads and access tracts, parking requirements on small lots and related issues.

- Zoning code updates – this project entails a comprehensive overview of the city’s zoning standards in coordination with a stakeholder committee looking at in-fill development and varied housing options;
- Permanent design guidelines – the city will consider permanent design guidelines to replace the interim regulation in place following the disbandment of the Design Review Board;
- Permitted use table – this project would simplify the current permitted use table;
- Code clean up – this project would be a comprehensive overview of the zoning code to identify inconsistencies and clarify any ambiguous sections; and
- Content based signs – the city needs to review its sign code to ensure that it is content neutral to comply with recent court rulings. Other minor modifications to the sign code may be considered.

Comprehensive Plan Docket

The City has not received any citizen initiated comprehensive plan amendments at this time, however the City will review the following amendments:

- Land Use Element
- Parks Element
- Capital Facilities Element
- Map Amendments (to correct City Boundaries, incorporating annexed areas)
- UGA -Designating Comprehensive Plan and Zoning to areas within the City’s Urban Growth Area

Staff is ready to discuss the basis for any of the work plan items. It should also be noted, that the work plan is subject to change and addition as the city may receive citizen-initiated code amendments that the City Council may want to consider, or other code changes initiated by the city in response to case law or legislative changes.

APPLICABLE CITY POLICIES

Council gives the Planning Commission direction on work activities as an advisory body.

BUDGET IMPACT

Direct budget impacts will require project specific funding to be approved by the Council as needed.

ATTACHMENTS

A – 2019 Master Schedule

Attachment A



2019 Long Range Work Program

Lake Stevens 2019 Long Range Work Program					
Amendments	1 st quarter	2 nd quarter	3 rd quarter	4 th quarter	Status
Zoning Code (carry over)					
1. Critical Areas Update		CC			PH w/ City Council
2. Wireless Facilities	PC / CC				Under Review
3. Fences / Retaining walls	PC / CC				Under Review
4. Private Roads / Streets	PC	CC			Under Review
Zoning Code					
1. Zoning Updates	PC	PC / CC			
2. Permanent Design Guidelines		PC	CC		
3. Permitted Use Table			PC	CC	
4. Code Clean Up			PC	CC	
5. Content Based Sign Code					Schedule TBD
Comprehensive Plan					
1. Annual Docket a. Land Use Element b. Parks Element c. Capital Facilities d. UGA Zoning e. Maps – new city boundaries	PC	PC	CC		
2. SMP - Mandated periodic review	PC	PC / CC			Under Review – to be completed by June 2019
3. Buildable Lands / RUTA Analysis	PC	PC / CC			
Annexations					
1. Rhodora Annexation	CC				Pending appeal
2. Adrian Petition	CC				60% petition received
3. Machias Industrial Petition					10% petition received Schedule TBD
4. NE Island					Schedule TBD
5. SE Island	CC				

1st Quarter January through March

2nd Quarter April through June

3rd Quarter July through September

4th Quarter October through December



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BLANKET VOUCHER APPROVAL
2018

Payroll Direct Deposits	12/10/2018	\$213,172.23
Payroll Checks	46692	\$1,721.82
Tax Deposit(s)	12/10/2018	\$74,647.79
Electronic Funds Transfers	ACH	\$193,044.85
Claims	46693-46762	\$293,454.20
Void Checks		
Total Vouchers Approved:		\$776,040.89

This 18th day of December 2018:

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

December 18th, 2018



City Expenditures by Type on this voucher packet

Personnel Costs	\$	214,894	28%
Payroll Federal Taxes	\$	74,648	10%
Retirement Benefits - Employer	\$	51,302	7%
Medical Benefits - Employer	\$	130,801	17%
Other Employer paid Benefits	\$	4,139	1%
Employee paid benefits - By Payroll	\$	16,559	2%
Supplies	\$	32,609	4%
Professional Services	\$	68,491	9%
Intergovernmental	\$	69,080	9%
Capital *	\$	113,518	15%
Total	\$	776,041	100%

Large Purchases

* Safe Routes - Sidewalk Improvements - \$94,037



Total for Period
\$561,146.84

Checks to be Approved for Period 12/06/2018 - 12/12/2018

Vendor: Ace Hardware
Check Number: 46701

Invoice No	Check Date	Account Number	Account Name	Description	Amount
61296	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Trash Can/Bungee/Rock Salt	\$65.93
					\$65.93

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,509.00
					\$1,509.00

Vendor: Alliance 2020
Check Number: 46702

Invoice No	Check Date	Account Number	Account Name	Description	Amount
566113	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Background Check New Hire	\$48.00
					\$48.00

Vendor: Amazon Capital Services
Check Number: 46703

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13JW-7NM1-169J	12/12/2018	001 008 521 20 31 00	LE-Office Supplies	Large Kitchen Garbage Can	\$32.67
1917-4JKH-4FY4	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Ear Gadgets Wire Surveillance Earpiece	\$76.23
1D9D-HT4C-6WXY	12/12/2018	520 008 594 21 63 00	Capital Equipment	Roof Prism Binocular	\$500.84
1PMD-6FHC-LR46	12/12/2018	001 007 571 00 30 00	PL - Park & Recreation	Plug Adaptor Y Splitter Patch Cable	\$16.32
1VKR-L77Q-FRMH	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Ear Gadgets Wire Surveillance Earpiece	\$84.94
					\$711.00

Vendor: Assoc of Washington Cities EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$128,329.59
121018	12/10/2018	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.86)
					\$128,328.73

Vendor: Assoc of Washington Cities TEAMSTERS EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,471.88
121018	12/10/2018	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.08)
					\$2,471.80

Vendor: Brummett Inc
Check Number: 46704

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14960	12/12/2018	001 008 521 20 31 04	LE-Donation Exp - Other	Plaques/Badges	\$179.91
					\$179.91

Vendor: Business Card
Check Number: 46705

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0024 1218	12/12/2018	001 002 513 11 43 00	AD-Travel & Meetings	Flight Washington DC National League of City's Conf - Brazel	\$445.02
0024 1218	12/12/2018	001 002 513 11 43 00	AD-Travel & Meetings	Meal WA Assoc of Sewer & Water District Rep - Brazel	\$63.92
0024 1218	12/12/2018	001 002 513 11 43 00	AD-Travel & Meetings	Parking Sewer Assumption Meeting - Brazel	\$16.00
0024 1218	12/12/2018	001 002 513 11 43 00	AD-Travel & Meetings	Parking SnoCo Military and Defense Roundtable - Brazel	\$6.00
0024 1218	12/12/2018	001 002 513 11 49 01	AD-Miscellaneous	ICMA Membership - Brazel	\$1,400.00
0024 1218	12/12/2018	001 002 513 11 49 01	AD-Miscellaneous	Washington State Waterworks Cert Renewal - Brazel	\$42.00
0024 1218	12/12/2018	001 002 513 11 49 01	AD-Miscellaneous	WWCPA Certificate Renewal - Brazel	\$20.00
0024 1218	12/12/2018	001 007 558 50 32 00	PL-Fuel	Fuel PW41	\$12.08
0024 1218	12/12/2018	001 013 518 20 32 00	GG-Fuel	Fuel PW41	\$12.07
0024 1218	12/12/2018	101 016 542 30 32 00	ST-Fuel	Fuel PW41	\$12.07
0024 1218	12/12/2018	410 016 531 10 32 00	SW-Fuel	Fuel PW41	\$12.07
0911 1218	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Street Lights	\$225.05
2432 0818	12/12/2018	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Hotel Motorcycle Training- W Aukerman	\$104.50
2432 0818	12/12/2018	001 008 521 20 43 00	LE-Travel & Per Diem	Refund - Hotel Motorcycle Training- W Aukerman	(\$209.00)
2432 1018	12/12/2018	001 008 521 40 49 01	LE-Registration Fees	CPS Recertification - Safe Kids Worldwide - J Barnes	\$50.00
2432 1018	12/12/2018	001 008 521 40 49 01	LE-Registration Fees	Registration - Open Source Intelligence Class - K Bernhard	\$49.00
2432 1118	12/12/2018	001 000 389 90 00 00	Refunds or Overpayments	Barnes Business Card Refund/Overpayment	\$5.50
2432 1218	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Storage Box Canine Unit Donation	\$173.10
5130 1218	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Training Aid Tool for Firearms	\$57.90
5130 1218	12/12/2018	001 008 521 20 43 01	LE-Business Meetings	Coffee for Hosting Use of Force Training Day 1	\$36.92
5130 1218	12/12/2018	001 008 521 20 43 01	LE-Business Meetings	Coffee for Hosting Use of Force Training Day 2	\$36.92
5130 1218	12/12/2018	001 008 521 20 43 01	LE-Business Meetings	Snacks for Hosting Use of Force Training Day 1	\$57.72
5130 1218	12/12/2018	001 008 521 20 43 01	LE-Business Meetings	Snacks for Hosting Use of Force Training Day 2	\$53.97
5294 1218	12/12/2018	001 007 558 50 41 03	PL-Advertising	Postcard Mailers LUA2017-0150 Rhodora	\$153.99
5294 1218	12/12/2018	001 007 558 50 41 03	PL-Advertising	Postcard Mailers NE/SE Island Annexations	\$40.80
5294 1218	12/12/2018	001 007 558 50 41 03	PL-Advertising	Postcard Mailers SR9/204	\$150.85
5294 1218	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Adkins Strom PH	\$50.46
5294 1218	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0029	\$50.46
5294 1218	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0158/0159	\$28.87
5294 1218	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0163	\$35.50
5294 1218	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0181	\$91.49
5294 1218	12/12/2018	001 007 558 50 43 00	PL-Travel & Mtgs	Parking PAC Meeting at SnoCo	\$6.00
5294 1218	12/12/2018	001 007 571 00 30 00	PL - Park & Recreation	Lettering for Garden Building Eagle Ridge	\$471.25
7079 1218	12/12/2018	001 001 511 60 43 00	Legislative - Travel & Mtgs	SnoCo Nov 2018 Membership Mtg - Daughtry	\$35.00
7079 1218	12/12/2018	001 001 511 60 43 00	Legislative - Travel & Mtgs	SnoCo Nov 2018 Membership Mtg - Petershagen	\$35.00
7079 1218	12/12/2018	001 001 511 60 43 00	Legislative - Travel & Mtgs	SnoCo Nov 2018 Membership Mtg - Welch	\$35.00
7079 1218	12/12/2018	001 001 511 60 49 01	Legislative - Prof. Developmen	2018 Re-Wrie Policy Conference - Gailey	\$279.00

7079 1218	12/12/2018	001 001 511 60 49 01	Legislative - Prof. Developmen	2018 Re-Wrie Policy Conference - McDaniel/Hilt	\$558.00
7079 1218	12/12/2018	001 007 558 50 41 03	PL-Advertising	Assistant Planner Advertisment	\$50.00
7815 1218	12/12/2018	001 005 517 90 41 00	HR-Wellness Program	Drinks for Turkey Bowl	\$33.70
7815 1218	12/12/2018	001 005 517 90 41 00	HR-Wellness Program	Food for Turkey Bowl	\$174.24
7815 1218	12/12/2018	001 005 517 90 41 00	HR-Wellness Program	Food for Turkey Bowl	\$384.86
7815 1218	12/12/2018	001 005 518 10 49 00	HR-Miscellaneous	Finance Charge - T Smith Credit Card	\$1.00
7815 1218	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Vehicle Licensing Report of Sale	\$8.75
8627 1218	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Quick Change Long Reach Car Opening Tool	\$49.20
8627 1218	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Sealing Tape/Nitrile Gloves/Respirator	\$474.25
8627 1218	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Long Reach Car Opening Kit - K9	\$166.20
8627 1218	12/12/2018	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Fraud Investigations/ID - K Bernhard	\$420.36
8627 1218	12/12/2018	001 008 521 20 49 00	LE-Dues & Memberships	LexisNexis Sept/Oct 2018 Commitment Balance	\$108.90
8627 1218	12/12/2018	001 008 521 30 31 00	LE-Community Outreach Supplies	Police Car Blinking Body Lights	\$1,240.00
8627 1218	12/12/2018	001 008 521 40 49 04	LE-Finance Charges	Finance Charge Ubert Credit Card	\$1.00
9090 1218	12/12/2018	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - WASCP Conference - J Dyer	\$253.54
9788 1218	12/12/2018	001 008 521 20 41 01	LE-Professional Serv-Fixed	Camera Aid Thumbnails	\$9.99
					\$8,080.47

Vendor: Cadman Inc
Check Number: 46706

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5567868	12/12/2018	410 016 531 10 41 03	SW-Street Cleaning	Street Sweeping Disposal	\$2,142.43
5568251	12/12/2018	410 016 531 10 41 03	SW-Street Cleaning	Street Sweeping Disposal	\$1,867.99
					\$4,010.42

Vendor: Central Welding Supply
Check Number: 46707

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN11181034	12/12/2018	101 015 543 30 31 00	ME - Operating Costs	Argon Gas	\$17.55
					\$17.55

Vendor: Chilwon Corporation
Check Number: 46708

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD004	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Uniform Cleaning - PD	\$486.29
					\$486.29

Vendor: City of Everett
Check Number: 46709

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I18003795	12/12/2018	410 016 531 10 41 01	SW-Professional Services	Fecal Coliform Analysis	\$90.00
I18003838	12/12/2018	001 008 554 30 51 00	LE-Animal Control	Animal Control Services - Oct 2018	\$1,480.00
					\$1,570.00

Vendor: Coast Gateway Hotel
Check Number: 46710

Invoice No	Check Date	Account Number	Account Name	Description	Amount
516757	12/12/2018	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Street Survival Training - Barnes	\$204.08
					\$204.08

Vendor: Comcast

Check Number: 46711

Invoice No	Check Date	Account Number	Account Name	Description	Amount
112618 COMCAST	12/12/2018	001 010 576 80 42 00	PK-Communication	Internet Service - Parks & Rec Office	\$261.63
					\$261.63

Vendor: Comdata Corporation

Check Number: 46712

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20299951	12/12/2018	001 008 521 20 32 00	LE-Fuel	Fuel	\$428.73
					\$428.73

Vendor: Cory De Jong and Sons Inc

Check Number: 46713

Invoice No	Check Date	Account Number	Account Name	Description	Amount
M269563	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Top Soil	\$148.65
					\$148.65

Vendor: Crandall Arambula PC

Check Number: 46714

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12	12/12/2018	305 010 594 76 60 00	North Cove Park Capital	North Cove Park Master Plan	\$2,769.89
					\$2,769.89

Vendor: Crystal Springs

Check Number: 46715

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 120118	12/12/2018	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$86.18
5249844 120118	12/12/2018	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$56.51
5249844 120118	12/12/2018	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$56.52
5249844 120118	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$104.52
5249844 120118	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$104.52
					\$408.25

Vendor: Dataquest LLC

Check Number: 46716

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7295	12/12/2018	001 010 576 80 41 00	PK-Professional Services	Background Check - New PW Admin Assist	\$23.50
7295	12/12/2018	101 016 542 30 41 02	ST-Professional Service	Background Check - New PW Admin Assist	\$23.50
7295	12/12/2018	410 016 531 10 41 01	SW-Professional Services	Background Check - New PW Admin Assist	\$23.50
					\$70.50

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,345.00
					\$2,345.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$51,301.96
					\$51,301.96

Vendor: Dept of Revenue

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
NOV2018 DEPTREV	12/12/2018	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes Nov 2018	\$266.91
NOV2018 DEPTREV	12/12/2018	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes Nov 2018	\$162.02
					\$428.93

Vendor: Dicks Towing Inc

Check Number: 46717

Invoice No	Check Date	Account Number	Account Name	Description	Amount
168218	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Towing 18-00024162	\$125.47
186221	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Towing Services	\$125.47
					\$250.94

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$74,647.79
					\$74,647.79

Vendor: Emerald Inc

Check Number: 46718

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3037	12/12/2018	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Fire Extinguisher Inspections - Police Department	\$336.66
3037	12/12/2018	001 010 576 80 48 00	PK-Repair & Maintenance	Fire Extinguisher Inspections - City Shop	\$98.64
3037	12/12/2018	101 016 542 30 48 00	ST-Repair & Maintenance	Fire Extinguisher Inspections - City Shop	\$98.65
3037	12/12/2018	410 016 531 10 48 00	SW-Repairs & Maintenance	Fire Extinguisher Inspections - City Shop	\$98.65
					\$632.60

Vendor: Everett Safe and Lock Inc

Check Number: 46719

Invoice No	Check Date	Account Number	Account Name	Description	Amount
52931	12/12/2018	001 005 518 10 41 00	HR-Professional Services	Fire Safe Lock Repair	\$65.29
					\$65.29

Vendor: Evergreen Rural Water of WA

Check Number: 46720

Invoice No	Check Date	Account Number	Account Name	Description	Amount
38577	12/12/2018	101 016 542 30 49 01	ST-Staff Development	Basic Electrical Troubleshooting Registration - Durpos	\$185.00
					\$185.00

Vendor: Feldman and Lee

Check Number: 46721

Invoice No	Check Date	Account Number	Account Name	Description	Amount
113018 FELDMAN	12/12/2018	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services Nov 2018	\$10,000.00
					\$10,000.00

Vendor: Glens Welding and Machine Inc
Check Number: 46722

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S11705	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Hip prusiks/Quick Assender/Filters/Repairs	\$751.31
S11736	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Chains/Sharpen Chain Saw	\$109.99
					\$861.30

Vendor: Goldman
Check Number: 46723

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1374	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	\$225.00
					\$225.00

Vendor: Gordon Truck Centers Inc
Check Number: 46724

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302057453:01	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Drier Units - Sweeper	\$614.48
					\$614.48

Vendor: Grainger
Check Number: 46725

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9021223111	12/12/2018	001 013 518 20 31 00	GG-Operating Costs	Body Harness/Shock Absorbing Lanyard	\$396.48
					\$396.48

Vendor: Granite Construction Supply
Check Number: 46726

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00074571	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Danger Hot/Keep Out Signs	\$65.82
					\$65.82

Vendor: Green Dot Concrete LLC
Check Number: 46727

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2398	12/12/2018	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$853.71
2427	12/12/2018	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$844.98
2434	12/12/2018	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$844.98
2451	12/12/2018	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$760.43
2453	12/12/2018	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$747.34
					\$4,051.44

Vendor: HERC Rentals Inc
Check Number: 46728

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30253608-003	12/12/2018	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift 19 ft Rental	\$397.49
					\$397.49

Vendor: Horizon Distributors Inc
Check Number: 46729

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M077860	12/12/2018	001 010 576 80 31 03	PK-Lundeen-Op Costs	Couplings/Slip Tee/PVC Pipe	\$122.91
					\$122.91

Vendor: HRA VEBA Trust YA20192

Check Number: 46693

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$719.48
					\$719.48

Vendor: HSA Bank

Check Number: 46694

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$649.00
					\$649.00

Vendor: Hunter

Check Number: 46730

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2192	12/12/2018	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services 20th St Ballfields	\$2,000.00
2192	12/12/2018	001 008 554 30 51 00	LE-Animal Control	Hearing Examiner Services Dangerous Dog Appeal	\$675.50
					\$2,675.50

Vendor: J Thayer Company Inc

Check Number: 46731

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1307452-0	12/12/2018	001 008 521 20 31 00	LE-Office Supplies	Envelopes/Post It Notes	\$94.17
1307864-0	12/12/2018	001 003 514 20 31 00	CC-Office Supply	Pad Paper	\$16.32
1307864-0	12/12/2018	001 004 514 23 31 00	FI-Office Supplies	Wall Calendar	\$21.66
1307864-0	12/12/2018	001 007 558 50 31 00	PL-Office Supplies	Wall Calendars	\$17.97
1307864-0	12/12/2018	001 007 559 30 31 00	PB-Office Supplies	Wall Calendars	\$22.41
1307864-0	12/12/2018	001 013 518 20 31 00	GG-Operating Costs	Post It Flags	\$22.78
1307922-0	12/12/2018	001 007 558 50 31 00	PL-Office Supplies	Wall Calendar	\$17.90
1309530-0	12/12/2018	001 008 521 20 31 00	LE-Office Supplies	Wall Calendars/Tape/Post It Notes/Toner	\$189.75
1310136-0	12/12/2018	001 007 558 50 31 00	PL-Office Supplies	Pad Paper	\$10.66
1310136-0	12/12/2018	001 007 559 30 31 00	PB-Office Supplies	Wall Calendar	\$21.66
1310136-0	12/12/2018	001 013 518 20 31 00	GG-Operating Costs	Paper	\$15.95
1310136-0	12/12/2018	101 016 544 90 31 01	ST-Office Supplies	Permanent Markers/Wall Calendar/Tape Cartridge	\$23.46
1310136-0	12/12/2018	410 016 531 10 31 01	SW-Office Supplies	Permanent Markers/Wall Calendar/Tape Cartridge	\$23.45
					\$498.14

Vendor: Lake Stevens Police Guild

Check Number: 46695

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,143.50
					\$1,143.50

Vendor: Lake Stevens School District

Check Number: 46732

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190019	12/12/2018	001 007 558 50 32 00	PL-Fuel	Fuel	\$25.91
0018190019	12/12/2018	001 007 559 30 32 00	PB-Fuel	Fuel	\$289.63
0018190019	12/12/2018	001 008 521 20 32 00	LE-Fuel	Fuel	\$7,241.16
0018190019	12/12/2018	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$145.31

0018190019	12/12/2018	001 013 518 20 32 00	GG-Fuel	Fuel	\$25.92
0018190019	12/12/2018	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,923.80
0018190019	12/12/2018	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,474.72
					\$13,126.45

Vendor: LN Curtis & Sons
Check Number: 46733

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV233006	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Alterations - Anderson	\$43.56
INV235473	12/12/2018	001 008 521 20 31 02	LE-Minor Equipment	Safety Vests with Police Logo - Traffic Vests	\$67.09
					\$110.65

Vendor: Motorola Solutions Inc
Check Number: 46734

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16024225	12/12/2018	520 008 594 21 63 00	Capital Equipment	Radios for PT81/PT82/PT83 and A84 Replacement	\$14,627.90
					\$14,627.90

Vendor: MPH Industries Inc
Check Number: 46735

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6006310	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Radar Basic Kit with Remote Control K9 Unit	\$1,305.72
					\$1,305.72

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,204.84
					\$3,204.84

Vendor: Neofunds by Neopost
Check Number: 46736

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 1018	12/12/2018	001 008 521 20 42 00	LE-Communication	Postage PD Oct 2018	\$400.00
					\$400.00

Vendor: New York Life
Check Number: 46696

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022195124 1118	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$496.00
					\$496.00

Vendor: New York Life EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$64.85
121018	12/10/2018	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$92.33
121018	12/10/2018	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$134.18
121018	12/10/2018	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.35
121018	12/10/2018	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$83.90
121018	12/10/2018	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$285.17
121018	12/10/2018	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$144.72

121018	12/10/2018	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,408.70
121018	12/10/2018	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$86.66
121018	12/10/2018	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$42.05
121018	12/10/2018	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$439.89
121018	12/10/2018	401 070 535 10 20 00	SE-Benefits	Life/Disability Ins Premiums	\$6.22
121018	12/10/2018	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$418.07
					\$3,291.09

Vendor: Office of The State Treasurer

Check Number: 46737

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110118 STATE	12/12/2018	633 000 589 30 00 03	State Building Permit Remit	Nov 20418 State Court Fees	\$462.50
110118 STATE	12/12/2018	633 000 589 30 00 04	State Court Remittance	Nov 20418 State Court Fees	\$18,899.65
					\$19,362.15

Vendor: Outcomes by Levy LLC

Check Number: 46738

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018-11-LS	12/12/2018	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting for Nov 2018	\$4,630.83
					\$4,630.83

Vendor: Owen Equipment Company

Check Number: 46739

Invoice No	Check Date	Account Number	Account Name	Description	Amount
91417	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Sweeper Repair Actuator	\$941.18
					\$941.18

Vendor: Petty Cash Account

Check Number: 46740

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120518 PC	12/12/2018	310 016 544 40 41 00	20th St SE - Professional Srv	Reimburse J Meis for ROW Dedication Recording at County	\$20.00
					\$20.00

Vendor: Public Safety Testing Inc

Check Number: 46741

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PST118-2124	12/12/2018	001 008 521 20 41 00	LE-Professional Services	Background Investigation Reporting/PR Check	\$1,187.00
					\$1,187.00

Vendor: Rexel USA Inc

Check Number: 46742

Invoice No	Check Date	Account Number	Account Name	Description	Amount
T934898	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	PVC Terminal Adapter/Conduit/Wrap	\$278.46
T934898	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	PVC Terminal Adapter/Conduit/Wrap	\$278.47
T937936	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Twine/Conduit	\$15.25
T937936	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Twine/Conduit	\$15.26
T938565	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Plug in Switches/Light Switch Wall Plates	\$78.14
T938565	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Plug in Switches/Light Switch Wall Plates	\$78.15
					\$743.73

Vendor: Rotary Club of Lake Stevens

Check Number: 46743

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102	12/12/2018	001 008 521 20 49 00	LE-Dues & Memberships	Dyer Membership Dues	\$175.00
					\$175.00

Vendor: SirennnetCom

Check Number: 46744

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0234791-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Lightbar/Projector/Mounting Bracket - PT85 K9	\$887.43
0234839-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Mirror Beam Red/Blue - PT85 K9	\$261.32
0234880-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Assy Harness/Mount Kit/Strobe Preemption - PT85 K9	\$541.35
0234918-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Assy Harness Internal - PT85 K9	\$138.26
0234989-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Body Mount Grommet/Pedestal Mount Kit - PT85 K9	\$50.38
0235021-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Y Harness - PT85 K9	\$19.60
0235077-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Assy LR11 Alley LT - PT85 K9	\$90.61
0235115-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Assy LR11 T-D - PT85 K9	\$90.61
0235117-IN	12/12/2018	001 008 521 20 31 07	LE - Donation Canine Unit	Cencom Carbide - PT85 K9	\$1,082.25
					\$3,161.81

Vendor: Snohomish County 911

Check Number: 46745

Invoice No	Check Date	Account Number	Account Name	Description	Amount
985	12/12/2018	001 008 528 00 51 00	LE-Snopac Dispatch	Dispatch Services	\$29,799.49
					\$29,799.49

Vendor: Snohomish County PUD

Check Number: 46746

Invoice No	Check Date	Account Number	Account Name	Description	Amount
108333081	12/12/2018	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$133.73
108335171	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$180.37
131485420	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$46.93
137999448	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.68
141306921	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$11,159.22
141306922	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,264.08
147936126	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	203730189 Traffic Signal	\$89.15
147936127	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signal	\$110.41
147937565	12/12/2018	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,239.49
154487399	12/12/2018	001 010 576 80 47 00	PK-Utilities	203203245 Lundeen Restrooms	\$1,284.41
157690653	12/12/2018	001 010 576 80 47 00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$49.45
1900050529	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	2019 Bulk Water Use Permit	\$600.00
					\$16,179.92

Vendor: Snohomish County PW S

Check Number: 46747

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000486814	12/12/2018	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal and Sign Repair Oct 2018	\$846.05
					\$846.05

Vendor: Snohomish County Sheriffs Office

Check Number: 46748

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018-4732	12/12/2018	001 008 523 60 51 00	LE-Jail	Medical Services Sept 2018	\$5.41
2018-4752	12/12/2018	001 008 523 60 51 00	LE-Jail	Jail Services Oct 2018	\$17,504.91
					\$17,510.32

Vendor: Snohomish County Treasurer

Check Number: 46749

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018 SNOCO	12/12/2018	633 000 589 30 00 06	Crime Victims Compensation	Nov 2018 Crime Victims Compensation	\$252.20
					\$252.20

Vendor: Sound Publishing Inc

Check Number: 46750

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH835691	12/12/2018	001 007 558 50 41 04	Permit Related Professional Sr	Adkins-Strom Preliminary Plat LUA2018-0029	\$80.96
					\$80.96

Vendor: Sound Security Inc

Check Number: 46751

Invoice No	Check Date	Account Number	Account Name	Description	Amount
911847	12/12/2018	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring City Hall Dec 2018	\$570.87
					\$570.87

Vendor: Stellar Event Rentals

Check Number: 46752

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4603-7	12/12/2018	001 007 571 00 30 00	PL - Park & Recreation	Winterfest Tent Rental	\$1,114.48
					\$1,114.48

Vendor: Teamsters Local No 763

Check Number: 46697

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,004.00
					\$1,004.00

Vendor: Technological Services Inc

Check Number: 46753

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10900	12/12/2018	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Drivers Door Hinge & Latch Repair PT-14-58	\$75.25
					\$75.25

Vendor: The Sharp Shop

Check Number: 46754

Invoice No	Check Date	Account Number	Account Name	Description	Amount
177660	12/12/2018	101 016 544 90 31 02	ST-Operating Cost	Chipper Knives	\$21.72
177660	12/12/2018	410 016 531 10 31 02	SW-Operating Costs	Chipper Knives	\$21.72
					\$43.44

Vendor: Trinity Contractors Inc
Check Number: 46755

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2	12/12/2018	309 016 595 61 60 01	Safer Routes - 91st/4th St.SE	Safe Routes - Sidewalk Improvements	\$94,037.07
					\$94,037.07

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 46698

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$352.81
					\$352.81

Vendor: Vantagepoint Transfer Agents - 307428
Check Number: 46699

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,921.35
					\$2,921.35

Vendor: Verizon Northwest
Check Number: 46756

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9818988102	12/12/2018	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Services	\$390.53
9818988102	12/12/2018	001 001 513 10 42 00	Executive - Communication	Wireless Phone Services	\$52.80
9818988102	12/12/2018	001 002 513 11 42 00	AD-Communications	Wireless Phone Services	\$52.80
9818988102	12/12/2018	001 004 514 23 42 00	FI-Communications	Wireless Phone Services	\$55.79
9818988102	12/12/2018	001 005 518 10 42 00	HR-Communications	Wireless Phone Services	\$108.59
9818988102	12/12/2018	001 006 518 80 42 00	IT-Communications	Wireless Phone Services	\$105.60
9818988102	12/12/2018	001 007 558 50 42 00	PL-Communication	Wireless Phone Services	\$105.60
9818988102	12/12/2018	001 007 559 30 42 00	PB-Communication	Wireless Phone Services	\$281.66
9818988102	12/12/2018	001 008 521 20 42 00	LE-Communication	Wireless Phone Services	\$2,962.50
9818988102	12/12/2018	001 010 576 80 42 00	PK-Communication	Wireless Phone Services	\$966.68
					\$5,082.55

Vendor: WABO
Check Number: 46757

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WABO2019	12/12/2018	001 007 559 30 49 00	PB-Miscellaneous	Annual Renewal with Additional Voting Member	\$140.00
					\$140.00

Vendor: Washington State Patrol
Check Number: 46758

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19003702	12/12/2018	633 000 589 30 00 10	Gun Permit - FBI Remittance	Weapons Permit Background Checks Nov 2018	\$564.00
					\$564.00

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Wave Broadband

Check Number: 46759

Invoice No	Check Date	Account Number	Account Name	Description	Amount
07150102	12/12/2018	001 002 513 11 42 00	AD-Communications	Telephone Services Dec 2018	\$23.76
07150102	12/12/2018	001 003 514 20 42 00	CC-Communications	Telephone Services Dec 2018	\$47.51
07150102	12/12/2018	001 004 514 23 42 00	FI-Communications	Telephone Services Dec 2018	\$47.51
07150102	12/12/2018	001 005 518 10 42 00	HR-Communications	Telephone Services Dec 2018	\$23.76
07150102	12/12/2018	001 006 518 80 42 00	IT-Communications	Telephone Services Dec 2018	\$71.27
07150102	12/12/2018	001 007 558 50 42 00	PL-Communication	Telephone Services Dec 2018	\$154.50
07150102	12/12/2018	001 007 559 30 42 00	PB-Communication	Telephone Services Dec 2018	\$23.76
07150102	12/12/2018	001 008 521 20 42 00	LE-Communication	Telephone Services Dec 2018	\$808.04
07150102	12/12/2018	001 012 575 30 42 00	CS-Historical-Communications	Telephone Services Dec 2018	\$23.76
07150102	12/12/2018	001 012 575 50 42 00	CS-Community Center - Comm	Telephone Services Dec 2018	\$23.76
07150102	12/12/2018	001 013 518 20 42 00	GG-Communication	Telephone Services Dec 2018	\$95.03
07150102	12/12/2018	101 016 543 30 42 00	ST-Communications	Telephone Services Dec 2018	\$136.71
07150102	12/12/2018	410 016 531 10 42 00	SW-Communications	Telephone Services Dec 2018	\$136.71
07150102	12/12/2018	510 006 518 80 49 00	License Renewal - Annual Maint	Fiber Leases Dec 2018	\$1,975.62
					\$3,591.70

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 46700

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018	12/10/2018	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,899.80
					\$2,899.80

Vendor: Williams Investments 1 LLC

Check Number: 46760

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121118 WILLIAMS	12/12/2018	002 010 594 76 61 01	Park Acquisition	Prorated Rent for 12202 North Lakeshore and 12207 North Lane	\$1,582.03
					\$1,582.03

Vendor: WSAPT

Check Number: 46761

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121018 WSAPT	12/12/2018	001 007 559 30 49 00	PB-Miscellaneous	WSAPT Membership - Meyers/Fenrich	\$70.00
					\$70.00

Vendor: Zachor and Thomas Inc PS

Check Number: 46762

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18-LKS0011	12/12/2018	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services Nov 2018	\$11,431.82
					\$11,431.82



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 18 December 2018

Subject: Bridge Loading Analysis & Bridge Program Support Contract

Contact Eric Durpos, Public Works Director

Person/Department: Grace Kane, Senior Engineer

Budget

Impact: \$52,849.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with TranTech Engineering, LLC in an amount not to exceed \$52,849.00.

SUMMARY/BACKGROUND:

In response to the mandate by Federal Highway Administration ("FHWA") updated requirements, to evaluate load ratings for Specialized Hauling Vehicles, and Emergency Vehicles for all city-owned bridges, the City has selected TranTech Engineering, LLC from the Municipal Resource and Service Center (MRSC) consultant roster to provide this engineering service.

In accordance with the attached agreement, scope of work and fee proposal, TranTech Engineering, LLC will perform load rating reports, scour evaluations and update records in the Washington State Bridge Inventory database for city-owned bridges. The City will use this information to comply with FHWA requirements, maintain eligibility for federal transportation grant opportunities, and prioritize maintenance activities and future capital expenditures.

APPLICABLE CITY POLICIES:

Council is to review and approve all new contracts. This method of consultant selection is in accordance with the City's Procurement Policy, Resolution No. 2018-16 Establishing a small works roster process to award public works contracts and consulting services and 390.80 RCW.

BUDGET IMPACT: \$52,849

ATTACHMENTS:

- Professional Services Agreement with Trantech Engineering, LLC

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND TRANTECH ENGINEERING, LLC FOR BRIDGE LOADING AND SCOURING ANALYSIS

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and TranTech Engineering, LLC a Washington limited liability company, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding bridge loading analysis and bridge program support as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

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

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

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

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

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

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

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

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a 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 Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an 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 coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

k. **Subcontractors' Insurance.** 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, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$52,849.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

Telephone: 425-622-9400

To the Consultant:

TranTech Engineering, LLC
Attn: Kash Nikzad
12011 NE 1st Street, Suite 305
Bellevue WA 98005

Telephone: 425-453-5545

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

V.10 COUNTERPARTS AND SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

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

DATED this _____ day of _____, 2019.

CITY OF LAKE STEVENS

TRANTECH ENGINEERING, LLC

By: _____
John Spencer, Mayor

By: _____

Authorized Signature/Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

TRANTECH Engineering Bridge Load Rating Updates City of Lake Stevens, WA

SCOPE OF SERVICES

EXHIBIT A

INTRODUCTION

The City of Lake Stevens, Washington (City) has requested an engineering services proposal from TranTech Engineering, LLC (TranTech) to perform a bridge load rating updates and provide miscellaneous Bridge Program Support.

As part of this contract, the City of Lake Stevens has requested a proposal for the task necessary to meet FHWA load rating update requirements as specified in their memo titled “Load Rating of Specialized Hauling Vehicles (SHV)” dated November 15, 2013. The contract provides load rating services for one City Owned Group 1 bridge that require updating for SHV’s by December 31, 2017. TranTech will also provide Emergency Vehicles (EV) ratings per the FHWA Memo “Load Rating for the FAST Act’s Emergency Vehicles (EVs)” dated November.

All work shall be in accordance with City, WSDOT, and FHWA guidelines and with the requirements of the National Bridge Inspection Standards (NBIS), where applicable.

Throughout this proposed work, there will be close coordination between TranTech and the City. TranTech will manage the proposed activities to ensure timeliness of required submittals within FHWA and WSDOT timeline requirements. TranTech will also provide bridge program liaison support with those agencies.

Details of the necessary tasks associated with the proposed work are described in further detail in the following sections.

Task 1 – Load Rating Update for Specified Bridges

Seven City owned bridges have been identified as needing load ratings updates. The following is the bridge inventory identification information for those bridges:

Structure Name	Structure Number	Structure ID
124TH AVE NE	LAKE-01	08604600
20TH ST NE	LAKE-02	08604700
CATHERINE CR	LAKE-03	08627700
CATHERINE CREEK	LAKE-04	08663200
CATHERINE CR	LAKE-05	08627600
NORTH LAKE STEVENS	LAKE-07	08655900
LUNDEEN PARK WAY	LAKE-08	08723900

The services in this task include utilization of the existing load ratings, as-built plans, and inventory inspection data to perform Load Factor Ratings (LFR) per current WSDOT and FHWA guidelines. All rating activates will include ratings for Specialized Hauling Vehicles (SHV) and for Emergency Vehicle (EV) as required by the FHWA’s Memorandum on Load Rating of Specialized Hauling Vehicles (SHV) dated November 15, 2013 and Emergency Vehicles (EV) per FHWA Memorandum dated November 3, 2016. TranTech will provide the actual single unit rating for the SU4 – SU7 vehicles regardless of whether the Notional Rating (screening) Load (NRL) check is greater than 1.0.

The Load Rating Reports will consist of:

- A Bridge Rating Summary Sheet reflecting the lowest rating factor, including superstructure components. The summary sheet shall be stamped and signed by a professional engineer licensed in the State of Washington.
- A brief report of any potential anomalies in the ratings and an explanation of the cause of any rating factor less than 1.0, including site specific proposed load posting that will cause the least disruption to City of Lake Stevens residents and the traveling public.
- A hard copy of computer output files used for rating, and any other calculations or special analysis required.
- A complete set of plans for the bridge if they exist.
- A CD which contains the final versions of all input and output files, and other calculations created in performing the load rating.
- All reports shall be bound in Accopress-type binders.

A paper copy of generated reports will be prepared and submitted to the City for inclusion in the Official Bridge File.

Quality Assurance Program is an integral part of our work plan. It includes the following:

- Competent and experienced personnel will perform all calculations.
- The load rating will be thoroughly reviewed and checked by experienced personnel prior to submittal.
- Any rating factor less than 1.0 will receive additional scrutiny to ensure load restrictions are avoided if possible.

As mentioned above, should load posting become necessary, TranTech will work with the City to determine the best valid posting solution to cause the least impact to the traveling public.

Deliverables

- Signed hard copies of all load rating reports for each bridge will be submitted to the City for inclusion in the individual bridge files. The electronic bridge record in the Washington State Bridge Inventory will also be updated with the new load rating information.

Assumptions

- TranTech will work from the as-built plans and the inventory inspection report to provide the most accurate condition for the load rating calculations. Field visits will be performed with the approval of the City if questions cannot be resolved through consultation with City Bridge Inspectors or other City personnel.
- Existing load rating analysis will be reviewed and utilized to the fullest extent possible.
- Some existing load rating analysis may be of little or no use for the update process requiring a complete re-rating.
- It is assumed that no substructure load rating will be performed. Should it be determined that this additional evaluation is necessary due to deterioration of the substructure elements, the City will be contacted for approve of the additional work.

Incidental Work

TranTech will review and, if necessary, correct bridge inventory and bridge file information as part of the load rating task. This work will be in accordance with the latest FHWA list of Common Data Errors. This work will be conducted as part of the process of gathering the information required to perform the load rating updates and shall be considered incidental to that work. In addition, TranTech will provide Federal Bridge Program compliance advice and guidance wherever possible.

Task 2 – Miscellaneous Bridge Program Support

TRANTECH shall provide miscellaneous engineering support under the direction of the City of Lake Stevens' Project Manager. Anticipated work might include tasks associated with bridge file maintenance such as developing file checklists and scour evaluations, as well as ensuring all federally required information is included in the files. Other tasks might include engineering support during a fish passage culvert replacement, any other Lake Stevens Bridge Program tasks, or other projects as needed and identified by the City.

Exhibit B - Consultant Fee Determination

City of Lake Stevens Load Rating Updates



Task 1 - Load Rating Updates	\$ 37,849
Task 2 - Misc. Bridge Prog Support	\$ 15,000
Grand Total	\$ 52,849

City of Lake Stevens Load Rating Updates

Note – The sum of the above Profit and Overhead is equal to a combined multiplier of 2.7881



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 22, 2018

TranTech Engineering, LLC
12011 NE 1st Street, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Mr. Kash Nikzad:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 148.81%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

Jonson, Erik
May 23 2018 8:37 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 18, 2018

Subject: Approve Contract with Kenyon Disend for Special Council Attorney Services

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** TBD

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve a professional services agreement with Kenyon Disend for City Attorney Services for Special Projects.

SUMMARY/BACKGROUND: In September the City Council determined to complete a Request for Proposal (RFP) process for City Attorney services for the calendar year 2019. In response to the RFP two proposals were received. Both law firms were interviewed by an interview panel, followed by an opportunity to meet Council members in a more informal setting. Both firms are highly qualified, and staff recommends that the City enter into a professional services agreement with Kenyon Disend, PLLC to serve as attorneys for special projects.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: TBD

ATTACHMENTS: Professional Services Agreement

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made on this ____ day of December, 2018, between the City of Lake Stevens, a Washington municipal corporation (“City”), and Kenyon Disend, PLLC (“Attorneys”).

II. SERVICES OF THE ATTORNEYS

Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of City Administrator Gene Brazel. Ann Marie Soto will direct the services provided under this Agreement.

III. QUALITY OF SERVICES

Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. SERVICES PROVIDED

Attorneys shall represent the City as conflict counsel and legal counsel on special projects as requested and directed by City Administrator Gene Brazel.

V. FEES AND COSTS

A. Legal Services. For 2018, City shall be billed for legal services and any necessary travel time at the Attorneys’ and paralegals’ hourly rates as set forth in Exhibit A. For 2019, City shall be billed for legal services and any necessary travel time at the Attorneys’ and paralegals’ hourly rates as set forth in Exhibit B. Attorneys’ hourly rates for subsequent calendar years shall be provided to City on or before November 1 of the immediately preceding calendar year. Attorneys will also charge City fifteen cents per page for black and white photocopying and facsimile transmissions, twenty-one cents per page for color photocopying, and shall be reimbursed for legal messenger services, postage, computerized legal research charges, filing fees advanced on behalf of City, and other direct expenses without markup.

B. Attorneys shall not charge City for mileage reimbursement costs, nor for long-distance telephone charges.

C. Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by City and State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

VI. PAYMENT TERMS

Fees and costs are due in full from the City upon billing by Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

VII. TIME RECORDS

Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

VIII. AGREEMENT PERIOD

This Agreement shall remain in effect until terminated. Each party shall have the right to terminate this Agreement upon thirty days written notice.

IX. INSURANCE

Attorneys shall maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF LAKE STEVENS

KENYON DISEND, PLLC

By: _____
Mayor John Spencer

By: _____
Ann Marie Soto, Partner

EXHIBIT A

**KENYON DISEND, PLLC
2018 HOURLY RATE SCHEDULE**

ATTORNEYS:

Michael R. Kenyon	\$380.00
Kim Adams Pratt	\$340.00
David A. Linehan	\$340.00
Hillary E. Graber	\$265.00
Rachel B. Turpin	\$240.00
Ann Marie Soto	\$240.00
Eileen M. Keiffer	\$240.00
Alexandra L. Kenyon	\$190.00
Andrew D. Tsoming	\$190.00

Of Counsel:

Doug F. Mosich	\$300.00
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PARALEGALS:

Margaret C. Starkey	\$165.00
Sheryl A. Loewen	\$135.00
Mary L. Maughan	\$135.00
Terry T. Curran	\$135.00
Antoinette M. Mattox	\$125.00

EXHIBIT B

**KENYON DISEND, PLLC
2019 HOURLY RATE SCHEDULE**

ATTORNEYS:

Michael R. Kenyon	\$395.00
Kim Adams Pratt	\$355.00
David A. Linehan	\$355.00
Hillary E. Graber	\$280.00
Rachel B. Turpin	\$255.00
Ann Marie Soto	\$255.00
Eileen M. Keiffer	\$255.00
Alexandra L. Kenyon	\$205.00
Andrew D. Tsoming	\$205.00

Of Counsel:

Doug F. Mosich	\$300.00
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PARALEGALS:

Margaret C. Starkey	\$175.00
Sheryl A. Loewen	\$145.00
Mary L. Maughan	\$145.00
Terry T. Curran	\$145.00
Antoinette M. Mattox	\$135.00



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 18, 2018

Subject: Appointment of Representatives to Snohomish Health District and Community Transit

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Certify Councilmember Kurt Hilt as Lake Stevens representative to the Snohomish County Board of Health, and appoint Councilmember Kim Daughtry as Lake Stevens representative to Community Transit Board for the calendar year 2019.

SUMMARY/BACKGROUND: Each year the Council appoints representatives to various boards and commissions and area-wide agencies in January. Because both the Snohomish Health District and Community Transit Board have meetings prior to the City Council's first meeting in January, it is appropriate to make appointments to those two agencies at this time.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: None.



SNOHOMISH
HEALTH DISTRICT
WWW.SNOHD.ORG

Administration Division

December 12, 2018

The Honorable John Spencer
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

Re: Annual Certification of Board of Health Representative

Dear Mayor Spencer:

At the December 11 Board of Health meeting, the Board passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation.

The amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the smaller cities in each County Council district on an annual or semi-annual basis. The amended language, however, does not affect the largest city within each Council district.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with each city's procedure for making such appointments. Lake Stevens is the largest city in District 5 and thus selects its own representative. The current representative for your city is Councilmember Kurt Hilt, who remains eligible to serve. Mr. Hilt also serves on the Board's Executive Committee.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members are asked to serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

The first 2019 meeting of the Board will be on January 8. Certification must occur before representatives can assume their seat on the Board. It's our hope that Lake Stevens can complete its process before that meeting; however, if the Health District doesn't receive a certification letter from your city by the January 8 meeting, the incumbent continues as a voting member of the Board until the certification process is complete.

Please mail your certification letter signed by you or your city manager to me at the address below or via email to icarl@snohd.org.

Thank you for your assistance with this process, Mayor Spencer. If you have any questions, please call me at (425) 339-8781.

Sincerely,

Jefferson Ketchel, Administrator

Attach: Board of Health Res. 18-26

cc: Lake Stevens City Council



Administration Division

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 18-26

RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF
HEALTH MEMBERSHIP AND CITY REPRESENTATION

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

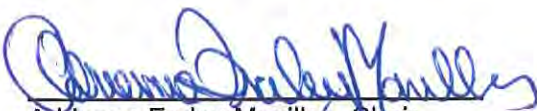
WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;

AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11th day of December 2018.



Adrienne Fraley-Monillas, Chair
Board of Health

ATTEST:



Jefferson S. Ketchel, MA, RS
Administrator

EXHIBIT A

ARTICLE III – MEMBERSHIP

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
 - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
 - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
 - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
 - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
 - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city

or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of any the largest city within a County Council district .The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town for fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 18, 2018

Subject: Establishing the Lake Stevens Transportation Benefit District

Contact Person/Department: Barb Stevens/Eric Durpos **Budget Impact:** N/A

RECOMMENDATION(S)/DIRECTION REQUESTED OF COUNCIL:

Adopt Ordinance No. 1043, Establishing the Lake Stevens Transportation Benefit District, and Adopting LSMC 3.80 Transportation Benefit District

SUMMARY/BACKGROUND:

A Transportation Benefit District (TBD) is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district.

Ordinance 1043 is the first step in creating an additional funding mechanism for necessary transportation preservation and improvements. This ordinance only establishes the Transportation Benefit District, its authority, and boundaries, and does not impose any fees or taxes.

The legislative authority of a city may create a TBD by ordinance following a public hearing.

- **District Boundaries:** TBD boundaries will be comprised of the corporate limits of the City. Should the City extend its boundaries through future annexations, the boundaries of the TBD would also expand.
- **Governing Body:** All members of the legislative body proposing to establish the TBD also become the governing body of the TBD. The City Council would act ex officio and independently as the TBD governing body.
- **Authority:**
 - The District may authorize by Resolution, a vehicle license fee up to \$20 per vehicle to acquire, construct, improve, provide, and fund transportation improvements within the district. Subsequent increases may be authorized after a minimum of 24 months and 48 months have lapsed since the previous fee was imposed.
 - The District may assess other fees, taxes, and charges by voter approval. This includes up to 0.2% sales tax.

Should the City Council decide to form the Transportation Benefit District, the funds will be used for several transportation projects including:

- Annual Street Overlay and Pavement Preservation Program
- Sidewalk Extension/Preservation Projects
- Road Improvement Projects
- Guardrail Maintenance
- Road Striping

Notification: The City has notified the public of the its intent to hear public comment regarding proposed Ordinance 1043, establishing a Transportation Benefit District to provide for the improvement, maintenance, protection and operation of public ways within the corporate limits of the City of Lake Stevens. Although the City is legally required to publish this notice only once, it was published twice on December 8th, and December 12th in the Herald.

Additionally, the City has created a Transportation Benefit District webpage at <https://www.lakestevenswa.gov/472/Transportation-Benefit-District> giving some general information about the TBD as well as notice of this public hearing. Staff will continue to develop and update this webpage. Information regarding the public hearing was pushed out as a “news flash” on our City website as well as to City social media sites that included a link to the new webpage.

Next Steps: Following establishment of a Transportation Benefit District, the City may assume the rights, powers, functions and obligations of the TBD, as allowed by RCW 36.74.

- The City may assume the TBD and all of its authority by ordinance following an additional public hearing as long as the boundaries of the District are consistent with those of the City.
- The City Council must adopt a or resolution indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations of the TBD. The resolution must indicate the time, date, and place for public hearing on proposed assumption of TBD and must be published at least two times during the two weeks preceding the scheduled public hearing.

APPLICABLE RCW or CITY POLICIES: RCW 36.73 – Transportation Benefit Districts

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Ordinance 1043

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1043

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON,
ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT PURSUANT TO
CHAPTER 36.73 RCW AND ADDING A NEW CHAPTER 3.80 TO THE LAKE
STEVENS MUNICIPAL CODE.**

WHEREAS, the City Council of the City of Lake Stevens has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, protection and operation of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, the improvement, maintenance, protection and operation of public ways requires preserving, enhancing, constructing and reconstructing existing and future transportation improvements to avoid both catastrophic failure of the improvements which would require significant additional funds to reconstruct, as well as their gradual deterioration; and

WHEREAS, the number one priority in the “Washington Transportation Plan for 2007-2026” adopted by the Washington Transportation Commission (“State Transportation Plan”) is to preserve and extend prior investments in existing transportation facilities and the services they provide to people and commerce; and

WHEREAS, the State Transportation Plan identifies in Section II that there is no more fundamental transportation investment than existing system preservation – keeping the physical infrastructure in safe and efficient operating condition; and

WHEREAS, the State Transportation Plan on page 72 establishes unfunded high priorities of state-wide significance and includes the need to “[p]reserve, maintain and operate city streets” thereby recognizing that the shortfall in funding to preserve, maintain and operate city streets is a matter of state-wide significance; and

WHEREAS, the investment principles from the Puget Sound Regional Council “Destination 2030 Metropolitan Transportation Plan for the Central Puget Sound Region” state that the first priority should be to maintain, preserve, make safe, and optimize existing transportation infrastructure and services and Regional Transportation. Policy 8.3 identifies the importance of maintaining and preserving the existing urban and rural transportation systems in a safe and usable state; and

WHEREAS, the City has limited transportation funding to pay for necessary transportation preservation, maintenance and transportation capital projects set forth in City, County, Regional, and State transportation plans; and

WHEREAS, the funding dedicated for the preservation, maintenance, and new capital projects relating to the City’s transportation infrastructure has been dramatically reduced due to the passage of Initiative 695 in 1999 and Initiative 776 in 2002, resulting in the significant loss of Motor Vehicle Excise Taxes and Snohomish County Local Vehicle License fees; and

WHEREAS, while dedicated revenues have decreased, the ongoing annual costs to preserve, maintain and enhance the City's transportation infrastructure continue to rise leaving the City unable to continue to adequately preserve, maintain and enhance the City's transportation infrastructure; and

WHEREAS, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the District that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, RCW 35.21.225 authorizes the City Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the City desires to form a transportation benefit district which includes the entire City of Lake Stevens as the corporate boundaries currently exist or as they may exist following future annexations; and

WHEREAS, prior to establishing a transportation benefit district, the City Council shall conduct a public hearing upon proper notice, which shall describe the functions and purposes of the proposed transportation benefit district; and

WHEREAS, the City provided notice of and conducted the public hearing on December 18, 2018, regarding the proposed establishment of a transportation benefit district in accordance with RCW 36.73.050; and

WHEREAS, the City Council of the City of Lake Stevens finds it to be in the best interests of the City to establish a citywide transportation benefit district for the preservation, maintenance and enhancement of the City's transportation infrastructure consistent with Chapter 36.73 RCW, to protect the City's long-term investments in that infrastructure, to reduce the risk of transportation facility failure, to improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the City Council of the City of Lake Stevens shall be the governing body for the transportation benefit district acting in an ex officio and independent capacity;

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

Section 1. The purpose of this Ordinance is to establish a transportation benefit district pursuant to RCW 35.21.225 and Chapter 36.73 RCW. The City Council finds it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation improvements that preserve, maintain and enhance as appropriate, construct or reconstruct the transportation infrastructure of the City of Lake Stevens, consistent with Chapter 36.73 RCW.

Section 2. The City of Lake Stevens adopts a new chapter 3.80 to the Lake Stevens Municipal Code entitled "Lake Stevens Transportation Benefit District," which is set forth as follows:

CHAPTER 3.80 UTILITY TAXES

Sections:

- 3.80.010 Establishing Transportation Benefit District.**
- 3.80.020 Governing Board.**
- 3.80.030 Authority of the District.**
- 3.80.040 Transportation Improvements Funded.**
- 3.80.050 Dissolution of District.**

3.80.010 Establishing Transportation Benefit District. There is created a transportation benefit district to be known as the Lake Stevens Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

3.80.020 Governing Board.

- A. The governing board “Board” of the transportation benefit district shall be the Lake Stevens City Council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW. The Board shall be known as the “Lake Stevens Transportation Benefit District Board.”
- B. The treasurer of the transportation benefit district shall be the City Lake Stevens Finance Director.
- C. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). At a minimum, if a transportation improvement exceeds its original cost by more than twenty percent, as identified in the District’s original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.
- D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

3.80.030 Authority of the District.

- A. The District may authorize a vehicle fee of up to twenty dollars (\$20) per vehicle. The District may subsequently increase this fee to forty dollars (\$40) if the twenty-dollar (\$20) fee has been imposed for at least twenty-four months, or fifty dollars (\$50) if a fee of forty dollars (\$40) has been imposed for at least twenty-four months as provided for by RCW 82.80.140.
- B. When authorized by the voters pursuant to the requirements of chapter 36.73 RCW, the District may assess other taxes, fees, charges and tolls or increases in these revenue sources for the preservation, maintenance, enhancement, construction, reconstruction and operation of city streets and ways.
- C. The District shall have and may exercise any and all powers and functions provided by chapter 36.73 to fulfill the purposes of the District.

3.80.040 Transportation Improvements Funded. The funds generated by the transportation benefit district shall be used for transportation improvements that preserve, maintain, enhance and operate the existing transportation infrastructure of the City, and to construct and reconstruct improvements and capital projects consistent with the requirements of Chapter 36.73 RCW and may include but shall not be limited to “transportation improvements” as defined in RCW 36.73.015(4). The

funds may be utilized for any lawful purpose under the Chapter; but all funds raised through the TBD shall be expended only for such preservation, construction, reconstruction maintenance and operation in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the District shall preserve, maintain and operate the City's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, fund new capital projects and continue the optimal performance of the transportation system. Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2)(b) following notice, public hearing and enactment of an authorizing ordinance.

3.80.050 Dissolution of District. Pursuant to RCW 36.73.050 and 36.73.170 the transportation benefit district shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied. Street preservation, maintenance and operation are ongoing, long-term obligations of the City.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be effective from its adoption and the expiration of five days after its publication, as provided by law.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 18, 2018

Subject: Setting Public Hearing Date: City's Intent to Assume the Lake Stevens Transportation Benefit District

Contact Person/Department: Barb Stevens **Budget Impact:** N/A

RECOMMENDATION(S)/DIRECTION REQUESTED OF COUNCIL:

Adopt Resolution 2018-34, Setting the Date for Public Hearing Concerning Intent to Assume the Rights, Powers, Functions and Obligations of the Lake Stevens Transportation Benefit District.

SUMMARY/BACKGROUND:

Should the City Council adopt Ordinance 1043 creating the Lake Stevens Transportation Benefit District, the City may assume the TBD and all of its authority by ordinance following a public hearing.

A Transportation Benefit District (TBD) is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district.

The TBD as a separate taxing district, requires separate reporting, auditing, insuring, etc. This is more time consuming and costly than if the City were to assume the TBD.

Because the Lake Stevens Transportation Benefit District has not yet collected any funds, does not have any contracts, has not committed to any projects, and has not spent any funds, the transfer of authority is simplified. Assuming the TBD into the City government, will significantly simplify the administration of the funds collected and used.

The City Council must adopt a resolution indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations of the TBD. The resolution must indicate the time, date, and place for public hearing on the proposed assumption of the TBD and must be published at least two times during the two weeks preceding the scheduled public hearing.

Resolution 2018-34 sets the Public Hearing concerning the City Council's intent to assume the TBD for January 8th, 2019, at 7:00pm at the Lake Stevens School District Educational Service Center.

Legal notice will be published on December 26th, 2018 and January 2nd, 2019. Information regarding the public hearing will also be pushed out as a "news flash" on our City website as well as to City social media sites the will include a link to the new Transportation Benefit District webpage.

Next Steps: Conduct a public hearing to assume the rights, powers, functions and obligations of the TBD, as allowed by RCW 36.74.

Transportation Benefit District webpage:

<https://www.lakestevenswa.gov/472/Transportation-Benefit-District>

APPLICABLE RCW or CITY POLICIES: RCW 36.73 – Transportation Benefit Districts; RCW 36.74 – Transportation Benefit Districts – Assumption by Cities and Counties

BUDGET IMPACT: N/A

ATTACHMENTS:

► Exhibit A: Resolution 2018-34

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2018-34

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, SETTING
THE DATE FOR A PUBLIC HEARING CONCERNING THE LAKE STEVENS
CITY COUNCIL'S INTENT TO ASSUME THE RIGHTS, POWERS, FUNCTIONS
AND OBLIGATIONS OF THE LAKE STEVENS TRANSPORTATION BENEFIT
DISTRICT**

WHEREAS, the City Council of the City of Lake Stevens has adopted Ordinance No. 1043 creating the Lake Stevens Transportation Benefit District with the same boundaries as the City limits;

WHEREAS, the State Legislature passed Second Engrossed Substitute Senate Bill 5987, Chapter 44, Laws of 2015, effective July 15, 2015, now codified as Chapter 36.74 RCW, which authorizes a city to assume the rights, powers, functions and obligations of a transportation benefit district established by a city; and

WHEREAS, in order to assume the rights, powers, functions, and obligations of a transportation benefit district established by a city, the city legislative body must adopt an ordinance or resolution indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations; and

WHEREAS, the City of Lake Stevens is required to identify the time, date and place for a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Lake Stevens Transportation Benefit District; and

WHEREAS, the ordinance or resolution of intention must be published at least two times during the two weeks preceding the scheduled hearing in newspapers of daily general circulation printed or published in the city in which the transportation benefit district is to be located; and

WHEREAS, as authorized by RCW 36.74.020, the City Council desires to schedule a hearing to consider an ordinance authorizing the City to assume the rights, powers, functions, and obligations of the transportation benefit district.

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Hearing Date. The City of Lake Stevens Council will hold a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Transportation Benefit District on January 8th, 2019, at 7:00 PM. The hearing will be held at the Lake Stevens School District Educational Service Center at 12309 – 22nd Street NE, Lake Stevens, WA 98258. All persons interested may appear and be heard.

Section 2. Publication. This Resolution shall be published at least two times during the two weeks preceding the scheduled hearing, in the official newspaper of record for the City of Lake Stevens.

PASSED by the City Council of the City of Lake Stevens this 18th day of December, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date: December 18, 2018

Subject: Lake Stevens School District Capital Facilities Plan

Contact	Russ Wright, Director	Budget	NA
Person/Department:	<u>Community Development</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Ordinance 1046, adopting the Lake Stevens School District Capital Facilities Plan 2018-2023.**

SUMMARY/BACKGROUND:

The Lake Stevens School District updates its Capital Facilities Plan every two years. The Capital Plan identifies the current student population and forecast, capital construction / acquisitions need and sets impact fee rates based on these variables. Per Chapter 14.100 LSMC, the city considers adoption of the Plan following review of the Planning Director. The School District Plan meets the criteria for review set in LSMC 14.100.080. staff recommends that Council adopt the plan by reference into the Capital Facilities Element of the Comprehensive Plan. At the next update, staff will incorporate these changes directly into the plan.

APPLICABLE CITY POLICIES: Chapter 14.100 LSMC / Lake Stevens Comprehensive Plan

BUDGET IMPACT: NA – Fees will be set by the Fees Resolution as a separate action

ATTACHMENTS:

► Ordinance 1046

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1046**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING BY REFERENCE THE LAKE STEVENS SCHOOL DISTRICT CAPITAL FACILITIES PLAN 2018 – 2023 AS AN ELEMENT OF THE CAPITAL FACILITIES ELEMENT OF THE CITY'S COMPREHENSIVE PLAN; ADOPTING FINDINGS; PROVIDING FOR THE INCLUSION OF THE SCHOOL IMPACT FEE SCHEDULE IN THE CITY'S FEE SCHEDULE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE.

WHEREAS, the Lake Stevens School District (District) submitted its updated Capital Facilities Plan to the city on October 4, 2018; and

WHEREAS, Chapter 14.100 Lake Stevens Municipal Code (LSMC) requires that the city consider adoption of the School District's Capital Facilities Plan by reference as an element of the Capital Facilities Element of the City's Comprehensive Plan; and

WHEREAS, The Planning Director has determined that the District's Capital Facilities Plan meets the requirements of LSMC 14.100.080, including

- (a) That the District's analysis is consistent with current data developed pursuant to the requirements of the GMA.
- (b) The school impact fee proposed in the District's Capital Facilities Plan includes the elements contained in LSMC 14.100.130.
- (c) That the capital facilities plan has been adopted by the District's board of directors on August 8, 2018; and

WHEREAS, on December 17, 2018, the city issued a Determination of Non-Significance for the proposed amendments to the Comprehensive Plan; and

WHEREAS, the Lake Stevens City Council reviewed the proposed amendments to the Lake Stevens School District Capital Facilities Plan 2018 – 2023 on December 13, 2018.

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

Section 1. The City Council hereby adopts and incorporates by reference the above recitals as findings and conclusions for approving the District's Capital Facilities Plan 2018 – 2023 as contained herein.

Section 2. The City Council hereby adopts the District's Capital Facilities Plan 2018 – 2023 attached as Exhibit A, by reference as part of the capital facilities element of the City's Comprehensive Plan.

Section 3. Upon review of the next City Comprehensive Plan, the city will update references to the current District Capital Facilities Plan.

Section 4. The impact fees proposed in the district's capital facilities plan shall be incorporated into the City's fee schedule.

Section 5. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 6. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 18th day of December 2018.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First / Final Reading: December 18, 2018

Published:

Effective Date:

EXHIBIT A

Lake Stevens School District No. 4
Capital Facilities Plan 2018 - 2023

LAKE STEVENS SCHOOL DISTRICT NO. 4 CAPITAL FACILITIES PLAN 2018 - 2023

prepared for:

Snohomish County
Planning Department

And

City of Lake Stevens
City of Marysville

August 2018

**CAPITAL FACILITIES PLAN
LAKE STEVENS SCHOOL DISTRICT NO. 4
BOARD OF DIRECTORS**

David Iseminger, President

John Boerger

Paul Lund

Kevin Plemel

Mari Taylor

SUPERINTENDENT

Amy Beth Cook, Ed.D.

EXECUTIVE DIRECTOR, OPERATIONS

Robb Stanton

This plan is not a static document. It will change as demographics, information and District plans change. It is a “snapshot” of one moment in time.

For information on the Lake Stevens School District Capital Facilities Plan contact Robb Stanton at the District (425) 335-1506

TABLE OF CONTENTS

SECTION 1: INTRODUCTION	1-1
Purpose of the Capital Facilities Plan	1-1
Overview of the Lake Stevens School District	1-2
Significant Issues Related to Facility Planning in the Lake Stevens School District	1-3
SECTION 2: DEFINITIONS	2-1
SECTION 3: DISTRICT EDUCATIONAL PROGRAM STANDARDS	3-1
Educational Program Standards for Elementary Grades	3-2
Educational Program Standards for Middle, Mid-High and High Schools	3-2
Minimum Educational Service Standards	3-3
SECTION 4: CAPITAL FACILITIES INVENTORY	4-1
Capital Facilities	4-1
Schools	4-1
Leased Facilities	4-2
Relocatable Classroom Facilities (Portables)	4-2
Support Facilities	4-3
Land Inventory	4-1
SECTION 5: STUDENT ENROLLMENT TRENDS AND PROJECTIONS	5-1
Historic Trends and Projections	5-1
2035 Enrollment Projections	5-3
SECTION 6: CAPITAL FACILITIES PLAN	6-1
Existing Deficiencies	6-1
Facility Needs (2018-2023)	6-1
Forecast of Future Facility Needs through 2035	6-1
Planned Improvements (2018 - 2023)	6-2
Capital Facilities Six-Year Finance Plan	6-2
Calculation Criteria	6-8
1. Site Acquisition Cost Element	6-6
2. School Construction Cost Variables	6-10
3. Relocatable Facilities Cost Element	6-10
4. Fee Credit Variables	6-11
5. Tax Credit Variables	6-11
6. Adjustments	6-11
Proposed Impact Fee Schedule	6-12

LIST OF TABLES

Table 3-1: Level of Service	3-3
Table 4-1: School Capacity Inventory	4-1
Table 4-2: Portables	4-2
Table 4-3: Support Facilities	4-3
Table 5-1: Enrollment 2008-2017	5-1
Table 5-2: Projected Enrollment 2018-2023	5-2
Table 5-3: Projected 2035 Enrollment	5-3
Table 6-1: Projected Additional Capacity Needs 2018-2023	6-1
Table 6-2: 2023 Additional Capacity Need	6-2
Table 6-3: Capital Facilities Plan 2018-2023	6-4
Table 6-4: Projected Growth Related Capacity Surplus (Deficit) After Programmed Improvements	6-7
Table 6-5: Impact Fee Variables	6-8
Table 6-6: Student Generation Rates – 2018	6-9
Table 6-6a: Student Generation Rates – 2016	6-9
Table 6-7: Calculated Impact Fees	6-12
Table 6-8: Calculated Impact Fees – 50% Discount	6-12

LIST OF FIGURES

Figure 1: Map of District Facilities	4-4
Figure 2: Lake Stevens School District Enrollment 2006-2015	5-1
Figure 3: Lake Stevens School District Enrollment 2015-2023	5-2

APPENDICES

Appendix A: Impact Fee Calculation
Appendix B: OSPI Enrollment Forecasting Methodology
Appendix C: Student Generation Rate Methodology
Appendix D: Board Resolution Adopting Capital Facilities Plan
Appendix E: Determination of Non-Significance and Environmental Checklist
Appendix F: Snohomish County General Policy Plan

SECTION 1: INTRODUCTION

Purpose of the Capital Facilities Plan

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next seventeen years (2035), with a more detailed schedule and financing program for capital improvements over the next six years (2018-2023). This CFP is based in large measure on the recently adopted (2015) Facilities Master Plan for the Lake Stevens School District.

When Snohomish County adopted its GMA Comprehensive Plan in 1995, it addressed future school capital facilities plans in Appendix F of the General Policy Plan¹. This part of the plan establishes the criteria for all future updates of the District CFP, which is to occur every two years. This CFP updates the GMA-based Capital Facilities Plan last adopted by the District in 2014.

In accordance with GMA mandates and Chapter 30.66C SCC, this CFP contains the following required elements:

Element	See Page	/ Table
Future enrollment forecasts for each grade span (elementary, middle, mid-high and high).	5-2	5-2
An inventory of existing capital facilities owned by the District, showing the locations and student capacities of the facilities.	4-1	4-1
A forecast of the future needs for capital facilities and school sites; distinguishing between existing and projected deficiencies.	6-1 6-2	6-1 6-2
The proposed capacities of expanded or new capital facilities.	6-4	6-3
A six-year plan for financing capital facilities within projected funding capacities, which clearly identifies sources of public money for such purposes. The financing plan separates projects and portions of projects that add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The	6-4	6-3

¹ See Appendix F of this CFP

Element	See Page /	Table
financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.		
A calculation of impact fees to be assessed and support data substantiating said fees.	6-12 Appendix A	6-7 6-8
A report on fees collected in calendar year 2017 and 2018 to date and how those funds were used.	6-7 Appendix G	
A Level of Service report comparing the District's adopted educational service standards with actual experience since the 2016 report.	3-3	3-1

In developing this CFP, the guidelines of Appendix F of the General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. School districts may generate their own data if it is derived through statistically reliable methodologies. Information is to be consistent with the State Office of Financial Management (OFM) population forecasts and those of Snohomish County.
- Chapter 30.66C SCC requires that student generation rates be independently calculated by each school district. Rates were updated for this CFP by Doyle Consulting (See Appendix C).
- The CFP complies with RCW 36.70A (the Growth Management Act) and, where impact fees are to be assessed, RCW 82.02.
- The calculation methodology for impact fees meets the conditions and test of RCW 82.02. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.

Adoption of this CFP by reference by the County and cities of Marysville and Lake Stevens constitutes approval of the methodology used herein by those entities.

Overview of the Lake Stevens School District

The Lake Stevens School District is located six miles east of downtown Everett and encompasses all of the City of Lake Stevens as well as portions of unincorporated Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District.

The District currently serves a student population of 8,970 (2018 1049 report) with one early learning center, seven elementary schools, two middle schools, one mid-high school, one high school and one homeschool partnership program (HomeLink). The early learning center services income- and developmentally-eligible children ages three and four. Elementary schools provide educational programs for students in Kindergarten through grade five. Middle schools serve grades six and seven, the mid-high serves grades eight and nine and the high school serves grades ten through twelve. HomeLink provides programs for students from Kindergarten through grade ten.

Significant Issues Related to Facility Planning in the Lake Stevens School District

The most significant issues facing the Lake Stevens School District in terms of providing classroom capacity to accommodate existing and projected demands are:

- ❖ Continued housing growth in the District;
- ❖ The need to have unhoused students before becoming eligible for state construction funding;
- ❖ The implementation of full-day kindergarten and reduced class sizes at the K-3 level at all elementary schools;
- ❖ Uneven distribution of growth across the district, requiring facilities to balance enrollment;
- ❖ Increased critical areas regulations, decreasing the amount of developable areas on school sites;
- ❖ An imbalance in the number of elementary schools in the north and south halves of the district;
- ❖ Discounted school impact fees and changes to how and when these fees are calculated and paid, none of which supports mitigating the true impact of development;
- ❖ The need for additional property and lack of suitable sites within Urban Growth Area (UGA) boundaries to accommodate a school facility;
- ❖ The elimination of the ability to develop schools outside of UGAs;
- ❖ The inability to add temporary capacity with portable classrooms on school sites without costly stormwater and infrastructure improvements;
- ❖ Aging school facilities;
- ❖ Projected permanent capacity shortfall by 2023 for K-5 of 1,068 students (with no improvements).

These issues are addressed in greater detail in this Capital Facilities Plan.

SECTION 2: DEFINITIONS

Note: Definitions of terms preceded by an asterisk (*) are provided in Chapter 30.9 SCC. They are included here, in some cases with further clarification to aid in the understanding of this CFP. Any such clarifications provided herein in no way affect the legal definitions and meanings assigned to them in Chapter 30.9 SCC.

*Appendix F means Appendix F of the Snohomish County Growth Management Act (GMA) Comprehensive Plan, also referred to as the General Policy Plan (GPP).

*Average Assessed Value average assessed value by dwelling unit type for all residential units constructed within the district. These figures are provided by Snohomish County. The current average assessed value for 2018 is \$349,225 for single-family detached residential dwellings; \$91,988 for one-bedroom multi-family units, and \$136,499 for two or more bedroom multi-family units.

*Boeckh Index (See Construction Cost Allocation)

*Board means the Board of Directors of the Lake Stevens School District (“School Board”).

Capital Bond Rate means the annual percentage rate computed against capital (construction) bonds issued by the District. For 2018, a rate of 3.85% is used. (See also “Interest Rate”)

*Capital Facilities means school facilities identified in the District’s capital facilities plan that are “system improvements” as defined by the GMA as opposed to localized “project improvements.”

*Capital Facilities Plan (CFP) means the District’s facilities plan adopted by its school board consisting of those elements required by Chapter 30.66C SCC and meeting the requirements of the GMA and Appendix F of the General Policy Plan. The definition refers to *this* document, which is consistent with the adopted “Facilities Plan for the Lake Stevens School District – 2015,” which is a separate document.

Construction Cost Allocation (formerly the Boeckh Index) means a factor used by OSPI as a guideline for determining the area cost allowance for new school construction. The Index for the 2018 Capital Facilities Plan is \$225.97, as provided by Snohomish County.

*City means City of Lake Stevens and/or City of Marysville.

*Council means the Snohomish County Council and/or the Lake Stevens or Marysville City Council.

*County means Snohomish County.

*Commerce means the Washington State Department of Commerce.

*Developer means the proponent of a development activity, such as any person or entity that owns

or holds purchase options or other development control over property for which development activity is proposed.

*Development means all subdivisions, short subdivisions, conditional use or special use permits, binding site plan approvals, rezones accompanied by an official site plan, or building permits (including building permits for multi-family and duplex residential structures, and all similar uses) and other applications requiring land use permits or approval by Snohomish County, the City of Lake Stevens and/or City of Marysville.

*Development Activity means any residential construction or expansion of a building, structure or use of land or any other change of building, structure or land that creates additional demand and need for school facilities, but excluding building permits for attached or detached accessory apartments, and remodeling or renovation permits which do not result in additional dwelling units. Also excluded from this definition is "Housing for Older Persons" as defined by 46 U.S.C. § 3607, when guaranteed by a restrictive covenant, and new single-family detached units constructed on legal lots created prior to May 1, 1991.

*Development Approval means any written authorization from the County and/or City, which authorizes the commencement of a development activity.

*Director means the Director of the Snohomish County Department of Planning and Development Services (PDS), or the Director's designee.

District means Lake Stevens School District No. 4.

*District Property Tax Levy Rate (Capital Levy) means the District's current capital property tax rate per thousand dollars of assessed value. For this Capital Facilities Plan, the assumed levy rate is .00230.

*Dwelling Unit Type means (1) single-family residences, (2) multi-family one-bedroom apartment or condominium units ("*small unit*") and (3) multi-family multiple-bedroom apartment or condominium units ("*large unit*").

*Encumbered means school impact fees identified by the District to be committed as part of the funding for capital facilities for which the publicly funded share has been assured, development approvals have been sought or construction contracts have been let.

*Estimated Facility Construction Cost means the planned costs of new schools or the actual construction costs of schools of the same grade span recently constructed by the District, including on-site and off-site improvement costs. If the District does not have this cost information available, construction costs of school facilities of the same or similar grade span within another District are acceptable.

*FTE (Full Time Equivalent) is a means of measuring student enrollment based on the number of hours per day in attendance at the District's schools. A student is considered one FTE if he/she is enrolled for the equivalent of a full schedule each full day.

*GFA (per student) means the Gross Floor Area per student.

*Grade Span means a category into which the District groups its grades of students (e.g., elementary, middle or junior high, and high school).

Growth Management Act (GMA) - means the Growth Management Act (RCW 36.70A).

*Interest Rate means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index. For this Capital Facilities Plan an assumed rate of 3.85% is used, as provided by Snohomish County. (See also “Capital Bond Rate”)

*Land Cost Per Acre means the estimated average land acquisition cost per acre (in current dollars) based on recent site acquisition costs, comparisons of comparable site acquisition costs in other districts, or the average assessed value per acre of properties comparable to school sites located within the District.

*Multi-Family Dwelling Unit means any residential dwelling unit that is not a single-family unit as defined by Chapter 30.66C. SCC³

*OFM means Washington State Office of Financial Management.

*OSPI means Washington State Office of the Superintendent of Public Instruction.

*Permanent Facilities means school facilities of the District with a fixed foundation.

*R.C.W. means the Revised Code of Washington (a state law).

*Relocatable Facilities (also referred to as Portables) means factory-built structures, transportable in one or more sections, that are designed to be used as an education spaces and are needed:

- A. to prevent the overbuilding of school facilities,
- B. to meet the needs of service areas within the District, or
- C. to cover the gap between the time that families move into new residential developments and the date that construction is completed on permanent school facilities.

*Relocatable Facilities Cost means the total cost, based on actual costs incurred by the District, for purchasing and installing portable classrooms.

*Relocatable Facilities Student Capacity means the rated capacity for a typical portable classroom used for a specified grade span.

*School Impact Fee means a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve the new growth and development. The school impact fee does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling impact fees, or the cost of reviewing independent fee calculations.

*SEPA means the State Environmental Policy Act (RCW 43.21C).

*Single-Family Dwelling Unit means any detached residential dwelling unit designed for occupancy by a single-family or household.

*Standard of Service means the standard adopted by the District which identifies the program year, the class size by grade span, taking into account the requirements of students with special needs, the number of classrooms, the types of facilities the District believes will best serve its student population and other factors as identified in the District's capital facilities plan. The District's standard of service shall not be adjusted for any portion of the classrooms housed in relocatable facilities that are used as transitional facilities or from any specialized facilities housed in relocatable facilities.

*State Match Percentage means the proportion of funds that are provided to the District for specific capital projects from the State's Common School Construction Fund. These funds are disbursed based on a formula which calculates district assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the maximum percentage of the total project eligible to be paid by the State.

*Student Factor [Student Generation Rate (SGR)] means the number of students of each grade span (elementary, middle, mid-high and high school) that the District determines are typically generated by different dwelling unit types within the District. Each District will use a survey or statistically valid methodology to derive the specific student generation rate, provided that the survey or methodology is approved by the Snohomish County Council as part of the adopted capital facilities plan for each District. (See Appendix D)

*Subdivision means all small and large lot subdivisions as defined in Section 30.41 of the Snohomish County Code.

Un-housed Students -means District enrolled students who are housed in portable or temporary classroom space, or in permanent classrooms in which the maximum class size is exceeded.

*Teaching Station means a facility space (classroom) specifically dedicated to implementing the District's educational program and capable of accommodating at any one time, at least a full classroom. In addition to traditional classrooms, these spaces can include computer labs, auditoriums, gymnasiums, music rooms and other special education and resource rooms.

*Unhoused Students means District enrolled students who are housed in portable or temporary classroom space, or in permanent classrooms in which the maximum class size is exceeded.

*WAC means the Washington Administrative Code.

³ For purposes of calculating Student Generation Rates, assisted living or senior citizen housing are not included

SECTION 3: DISTRICT EDUCATIONAL PROGRAM STANDARDS

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District's adopted educational program. The educational program standards that typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classroom facilities (portables). Educational Program Standards are the same as the minimum level of service as required by Appendix F.

In addition, government mandates and community expectations may affect how classroom space is used. Traditional educational programs offered by school districts are often supplemented by nontraditional or special programs such as special education, English as a second language, remediation, migrant education, alcohol and drug education, preschool and daycare programs, computer labs, music programs, etc. These special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities.

Examples of special programs offered by the Lake Stevens School District at specific school sites include:

- Bilingual Program
- Behavioral Program
- Community Education
- Conflict Resolution
- Contract-Based Learning
- Credit Retrieval
- Drug Resistance Education
- Early Learning Center, which includes ECEAP and developmentally-delayed preschool
- Highly Capable
- Home School Partnership (HomeLink)
- Language Assistance Program (LAP)
- Life Skills Self-Contained Program
- Multi-Age Instruction
- Running Start
- Summer School
- Structured Learning Center
- Title 1
- Title 2
- Career and Technical Education

Variations in student capacity between schools are often a result of what special or nontraditional programs are offered at specific schools. These special programs require classroom space, which can reduce the regular classroom capacity of some of the buildings housing these programs. Some students, for example, leave their regular classroom for a short period of time to receive instruction in these special programs. Newer schools within the District have been designed to accommodate most of these programs. However, older schools often require space modifications to accommodate special programs, and in some circumstances, these modifications may reduce the overall classroom capacities of the buildings.

District educational program requirements will undoubtedly change in the future as a result of changes in the program year, special programs, class sizes, grade span configurations, state funding levels and use of new technology, as well as other physical aspects of the school facilities. The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this Capital Facilities Plan.

In addition, districts are wrestling with the outcomes from the McCleary decision and additional funding and requirements from OSPI and the state Legislature. Many of these outcomes, like full-day kindergarten and reduced class sizes at the elementary level and new graduation requirements at the high school level can have significant impacts to the use of facilities. These will need to be incorporated into the District's facility capacities and uses.

The District's minimum educational program requirements, which directly affect school capacity, are outlined below for the elementary, middle, mid-high and high school grade levels.

Educational Program Standards for Elementary Grades

- Average class size for kindergarten should not exceed **19** students.
- Average class size for grades 1-3 should not exceed **20** students.
- Average class size for grades 4-5 should not exceed **25** students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 12 students.
- All students will be provided music instruction in a separate classroom.
- Students may have a scheduled time in a computer lab.
- Optimum design capacity for new elementary schools is 550 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Educational Program Standards for Middle, Mid-High and High Schools

- Class size for secondary grade (6-12) regular classrooms should not exceed **27** students. The District assumes a practical capacity for high school, mid-high and middle school classrooms of 30 students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 12 students.
- As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a workspace during planning periods, it is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted using a utilization factor of 83% at the high school, mid-high

and middle school levels.

- Some Special Education services for students will be provided in a self-contained classroom.
- Identified students will also be provided other nontraditional educational opportunities in classrooms designated as follows:
 - ♦ Resource Rooms
 - ♦ Special Education Classrooms.
- Program Specific Classrooms:
 - Music
 - Physical Education
 - Drama
 - Family and Consumer Sciences
 - Art
 - Career and Technical Education

Optimum design capacity for new middle schools is 750 students. Optimum design capacity for new high schools is 1500 students. *Actual* capacity of individual schools may vary depending on the educational programs offered.

Minimum Educational Service Standards

The Lake Stevens School District will evaluate student housing levels based on the District as a whole system and not on a school by school or site by site basis. This may result in portable classrooms being used as interim housing, attendance boundary changes or other program changes to balance student housing across the system as a whole

The Lake Stevens School District has set minimum educational service standards based on several criteria. Exceeding these minimum standards will trigger significant changes in program delivery. If there are 25 or fewer students in a majority of K-5 classrooms, the standards have been met; if there are 27 or fewer students in a majority of 6-12 classrooms, the minimum standards have been met. The Lake Stevens School District meets these standards at all grade levels.

It should be noted that the minimum educational standard is just that, a minimum, and not the desired or accepted operating standard. Also, portables are used to accommodate students within District standards, but are not considered a permanent solution. (See Chapter 4).

Table 3-1: Level of Service

LOS Standard	MINIMUM LOS	CURRENT LOS	MINIMUM LOS	CURRENT LOS
	Elementary	Elementary	Secondary	Secondary
Majority of classrooms do not exceed max enrollment levels (elementary:25, secondary:27)	50%	68%	50%	79%

SECTION 4: CAPITAL FACILITIES INVENTORY

Capital Facilities

Under GMA, public entities are required to inventory capital facilities used to serve the existing populations. Capital facilities are defined as any structure, improvement, piece of equipment, or other major asset, including land that has a useful life of at least ten years. The purpose of the facilities inventory is to establish a baseline for determining what facilities will be required to accommodate future demand (student enrollment) at acceptable or established levels of service. This section provides an inventory of capital facilities owned and operated by the Lake Stevens School District including schools, portables, developed school sites, undeveloped land and support facilities. School facility capacity was inventoried based on the space required to accommodate the District's adopted educational program standards (see Section 3). A map showing locations of District school facilities is provided as Figure 1.

Schools

The Lake Stevens School District includes: seven elementary schools grades K-5, two middle schools grades 6-7, one mid-high school grades 8-9, one high school grades 10-12, and an alternative K-10 home school partnership program (HomeLink).

Table 4-1 – School Capacity Inventory

School Name	Site Size (acres)	Bldg. Area (Sq. Ft.)	Teaching Stations SPED	Teaching Stations Regular	Perm. Student Capacity*	Capacity with Portables	Year Built or Last Remodel	Potential for Expansion of Perm. Facility
Elementary Schools								
Glenwood Elementary	9	42,673	3	20	462	612	1992	Yes
Highland Elementary	8.7	49,727	2	20	455	655	1999	Yes
Hillcrest Elementary	15	49,735		23	496	746	2008	Yes
Mt. Pilchuck Elementary	22	49,833	3	21	487	687	2008	Yes
Skyline Elementary	15	42,673	3	20	468	593	1992	Yes
Stevens Creek Elementary	20	78,880	2	26	584	584	2018	Yes
Sunnycrest Elementary	15	46,970		24	516	691	2009	Yes
Total	104.7	360,491	13	154	3,468	4,568		
Middle Schools								
Lake Stevens Middle School	25	86,374	4	27	682	871	1996	Yes
North Lake Middle School	15	90,323	4	30	867	1,002	2001	Yes
Total	40	176,697	8	57	1,549	1,873		
Mid-High								
Cavelero Mid-High School	37	224,694	4	66	1,842	1,842	2007	Yes
Total	37	224,694	4	66	1,842	1,842		
High Schools								
Lake Stevens High School	38	207,195	8	62	1,755	1,755	2008	Yes
Total	38	207,195	8	62	1,755	1,755		
Other								
HomeLink Housed at North Lake MS (K-12 Homeschool Program)								
Total					8,614			

Source: Lake Stevens School District

*Note: Student Capacity is exclusive of portables and adjustments for special programs.

The Office of the Superintendent of Public Instruction (OSPI) calculates school capacity by dividing gross square footage of a building by a standard square footage per student. This method is used by the State as a simple and uniform approach for determining school capacity for purposes of allocating available State Match Funds to school districts for school construction. However, this method is not considered an accurate reflection of the capacity required to accommodate the adopted educational program of each individual district. For this reason, school capacity was determined based on the number of teaching stations within each building and the space requirements of the District's adopted education program. These capacity calculations were used to establish the District's baseline capacity and determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Table 4-1.

Relocatable classrooms (portables) are not viewed by the District as a solution for housing students on a permanent basis. Therefore, these facilities were not included in the permanent school capacity calculations provided in Table 4-1.

Table 4-2 -- Portables

School Name	Portable Classrooms	Capacity in Portables	Portable ft ²
<u>ELEMENTARY</u>			
Glenwood	6	150	5,376
Highland	8	200	7,168
Hillcrest	10	250	8,960
Mt. Pilchuck	8	200	7,168
Skyline	5	125	4,480
Stevens Creek	0		
Sunnycrest	7	175	6,272
Total	44	1,100	39,424
<u>MIDDLE</u>			
Lake Stevens Middle	11	297	9,856
North Lake Middle	9	243	8,064
Total	20	540	17,920
<u>MID-HIGH</u>			
Cavelero Mid-High	0		
Total			
<u>HIGH</u>			
Lake Stevens High School	0		
Total			
District K-12 Total	64	1,640	57,344
<u>OTHER</u>			
Old ELC	14	150	12,544
Non K-12 Total	14	150	12,544

Leased Facilities

The District does not lease any permanent classroom

Relocatable Classrooms (Portables)

Portables are used as interim classroom space to house students until funding can be secured to construct permanent classroom facilities. Portables are not viewed by the District as a solution for housing students on a permanent basis. The Lake Stevens School District currently uses 64 portable classrooms at various school sites throughout the District to provide interim capacity for K-12 students portable classrooms at various school sites throughout the District.

A typical portable classroom can provide capacity for a full-size class of students. Current use of portables throughout the District is summarized on Table 4-2.

The District will continue to purchase or move existing portables, as needed, to cover the gap between the time that families move into new residential developments and the time the District is able to complete construction on permanent school facilities. Some of the District's existing portables are

beyond their serviceable age and are no longer able to be moved. Upon completion of additional school facilities, the probability exists these units will be demolished.

Support Facilities

In addition to schools, the Lake Stevens School District owns and operates additional facilities that provide operational support functions to the schools. An inventory of these facilities is provided in Table 4-3.

Table 4-3 – Support Facilities

Facility	Site Acres	Building Area (sq.ft.)
Education Service Center	1.4	13,700
Grounds	1.0	3,000
Maintenance	1.0	6,391
Transportation	6.0	17,550
Total	9.4	40,641

Land Inventory

The Lake Stevens School District owns six undeveloped sites described below:

Ten acres located in the northeast area of the District (Lochsloy area), west of Highway 92. This site will eventually be used for an elementary school (beyond the year 2023). It is presently used as an auxiliary sports field.

An approximately 35-acre site northeast of the intersection of Highway 9 and Soper Hill Road, bordered by Lake Drive on the east. This is the site of the district's newest elementary school and early learning center. The remainder of the site is planned for a future middle school.

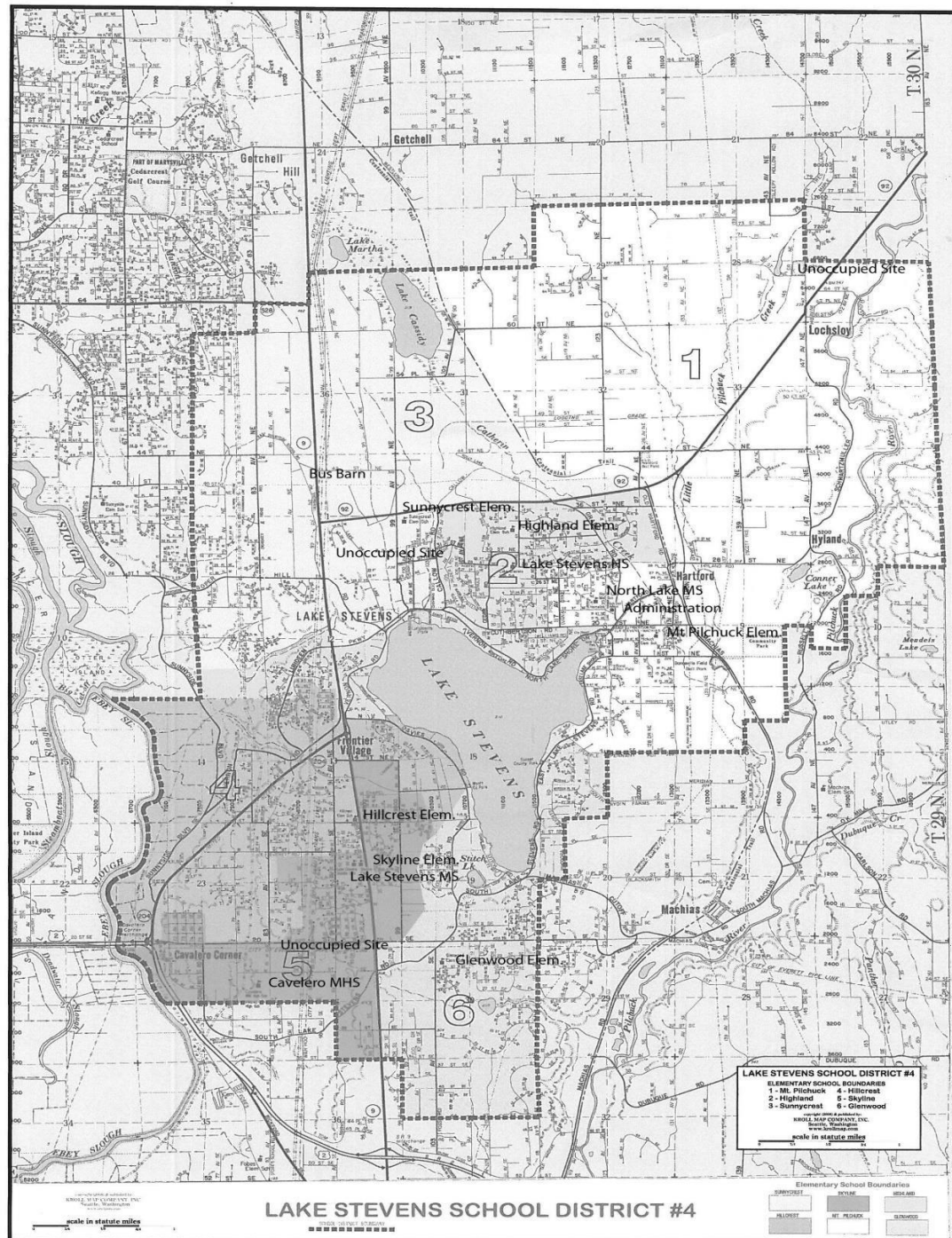
A parcel of approximately 23 acres located at 20th Street SE and 83rd Street. This property was donated to the School District for an educational facility. The property is encumbered by wetlands and easements, leaving less than 10 available acres. It is planned to be a future elementary school.

A 5.4 acre parcel located at 20th Street SE and 83rd Street that has been used as an access to the mid-high site.

A 20 ft. x 200 ft. parcel located on 20th Street SE has been declared surplus by the Lake Stevens School Board and will be used in exchange for dedicated right-of-way for Cavelero Mid-High.

A 2.42 acre site (Jubb Field), located in an area north of Highway #92, is used as a small softball field. It is not of sufficient size to support a school.

Figure 1 – Map of District Facilities

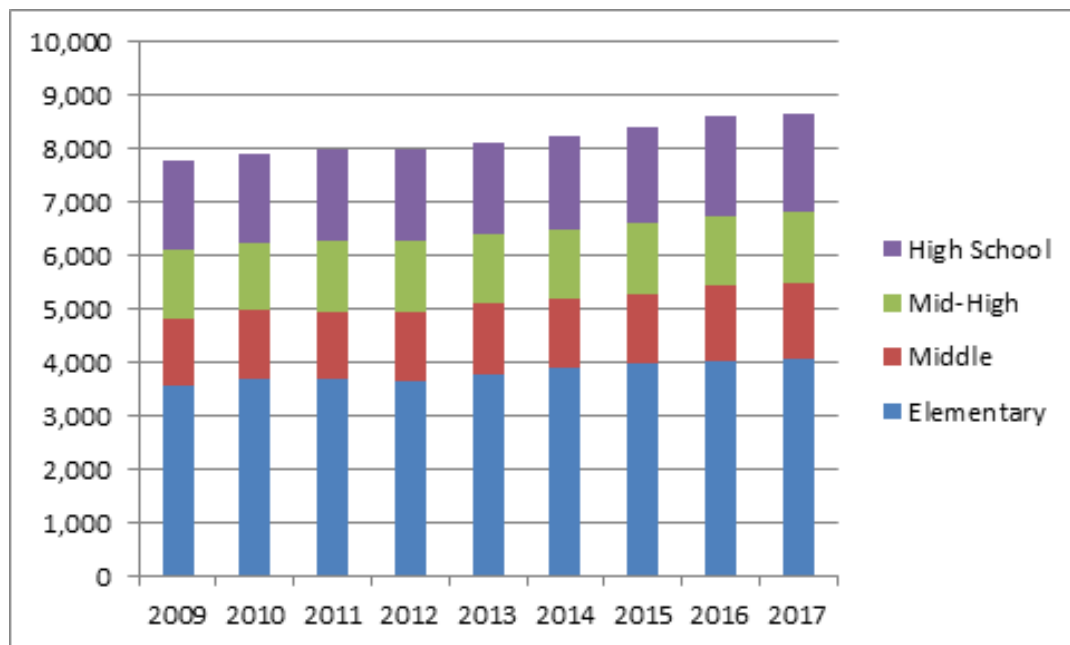


SECTION 5: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Historic Trends and Projections

Student enrollment in the Lake Stevens School District remained relatively constant between 1973 and 1985 (15%) and then grew significantly from 1985 through 2005 (approximately 120%). Between October 2008 and October 2017, student enrollment increased by 1003 students, approximately 13%. Overall there was a 1% increase countywide during this period, with nine districts losing enrollment. The District has been and is projected to continue to be one of the fastest growing districts in Snohomish County based on the OFM-based population forecast. Population is estimated by the County to rise from 43,000 in 2015 to almost 61,000 in Year 2035, an increase of 42%.

Figure 2 – Lake Stevens School District Enrollment 2009-2017

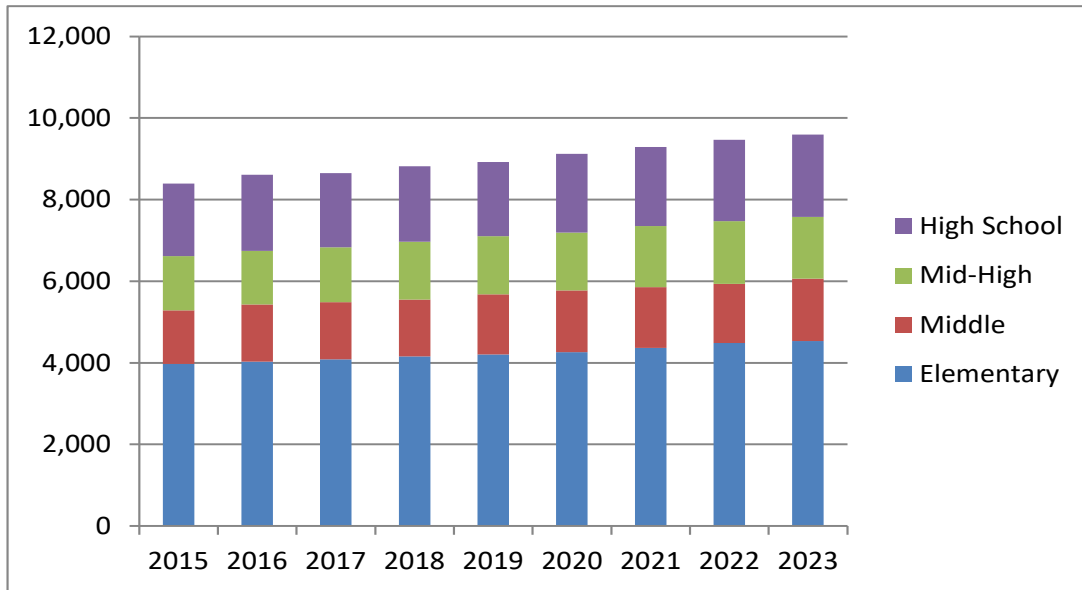


**Table 5-1
Enrollment 2009-2017**

	2009	2010	2011	2012	2013	2014	2015	2016	2017
Elementary	3,572	3,677	3,675	3,658	3,783	3,917	3,971	4,030	4,083
Middle	1,252	1,292	1,263	1,307	1,328	1,261	1,314	1,398	1,405
Mid-High	1,308	1,284	1,336	1,313	1,283	1,318	1,331	1,312	1,344
Sr. High	1,663	1,660	1,711	1,709	1,732	1,757	1,776	1,871	1,814
Total	7,795	7,913	7,985	7,987	8,126	8,253	8,392	8,611	8,646

Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, economic conditions and demographic trends in the area affect the estimates. Monitoring population growth for the area are essential yearly activities in the ongoing management of the capital facilities plan. In the event enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds the projections. Table 5-1 shows enrollment growth from 2009 to 2017 according to OSPI and District records.

**Figure 3 – Lake Stevens School District
Enrollment 2015-2023**



**Table 5-2
Projected Enrollment 2017-2023**

	2017	2018	2019	2020	2021	2022	2023
Elementary School	4,083	4,156	4,207	4,261	4,369	4,485	4,536
Middle School	1,405	1,391	1,470	1,515	1,483	1,446	1,531
Mid-High School	1,344	1,420	1,430	1,418	1,499	1,544	1,510
High School	1,814	1,853	1,817	1,927	1,940	1,990	2,015
Total (OSPI)	8,646	8,820	8,924	9,121	9,291	9,465	9,592
Ratio Method		8,718	8,879	9,040	9,200	9,361	9,522

Table 5-2 shows projected enrollments over the six-year CFP planning period 2018-2023. Beginning in September 2016 all kindergarten programs at all elementary schools in the district became full day. As a result, kindergarten student enrollment changed from FTE to headcount to reflect the full day programs and the need for classrooms to support these programs.

The District has used either a Ratio Method for its projections or accepted the projections from the State Office of the Superintendent of Public Instruction (OSPI). The Ratio Method estimates future enrollments as a percentage of total population, which is tracked for past years, with assumptions being made for what this percentage will be in future years. Between 2006-2017, the average percentage was just under 20%. For future planning, a more modest assumption of 18.8% is used recognizing the trend toward lower household sizes. OSPI methodology uses a modified cohort survival method which is explained in Appendix B. OSPI Headcount estimates are found in Table 5-2, along with the District's Ratio Method estimates. The difference is minor (70 students in 2023).

In summary, the OSPI estimates that headcount enrollment will total 9,592 students in 2023. This represents an 11.2% increase over 2017. The District accepts the OSPI estimate for its 2018 CFP planning.

2035 Enrollment Projections

Although student enrollment projections beyond 2023 are highly speculative, they are useful for developing long-range comprehensive facilities plans. These long-range enrollment projections may also be used in determining future site acquisition needs.

The District projects a 2035 student enrollment of 11,470 based on the Ratio method. (OSPI does not forecast enrollments beyond 2023). The forecast is based on the County's OFM-based population forecast of 60,913 in the District. Assuming the County forecasts are correct, student enrollment will continue to increase through 2035 and the 18.8% ratio is considered reasonable. The 2017 actual ratio was 19%. OSPI has forecasted a decline in the student/population ratio. The 2035 assumption reflects this ratio decline.

Table 5-3 - Projected 2035 Enrollment

Grade Span	Projected 2035 FTE Student Enrollment
Elementary (K-5)	5,399
Middle (6-7)	1,830
Mid-High (8-9)	1,799
High (10-12)	2,443
District Total (K-12)	11,471

The 2035 estimate represents a 36.7% increase over 2015 enrollment levels. The total population in the Lake Stevens School District is forecasted to rise by 41.5%. The total enrollment estimate was broken down by grade span to evaluate long-term site acquisition needs for elementary, middle school, mid-high school and high school facilities. Enrollment by grade span was determined based on recent and projected enrollment trends at the elementary, middle, mid-high and high school levels.

Again, the 2035 estimates are highly speculative and are used only for general planning purposes. Analysis of future facility and capacity needs is provided in Section 6 of this Capital Facilities Plan.

SECTION 6: CAPITAL FACILITIES PLAN

Existing Deficiencies

Current enrollment at each grade level is identified in Table 5-2. The District currently (2017) has 615 unhoused students at the elementary level and 59 unhoused students at the high school level. It has excess capacity at the middle school (144) and mid-high (498) school levels.

Facility Needs (2018-2023)

Projected available student capacity was derived by subtracting projected student enrollment from 2017 permanent school capacity (excluding portables) for each of the six years in the forecast period (2018-2023). The District's enrollment projections in Table 5-2 have been applied to the existing capacity (Table 4-1). If no capacity improvements were to be made by the year 2023 the District would be over capacity at the elementary level by 1068 students and 260 students at the high school level.

These projected future capacity needs are depicted on Table 6-1. This table compares actual future space needs with the portion of those needs that are "growth related." RCW 82.02 and Chapter 30.66C SCC mandate that new developments cannot be assessed impact fees to correct existing deficiencies. Thus, any capacity deficiencies existing in the District in 2017 must be deducted from the total projected deficiencies before impact fees are assessed. The percentage figure shown in the last column of Table 6-1 is the "growth related" percentage of overall deficiencies that is used to calculate impact fees.

Table 6-1 - Projected Additional Capacity Needs 2018 – 2023

Grade Span	2017	2018	2019	2020	2021	2022	2023	2017-23
Elementary (K-5)								
Capacity Deficit	(615)	(688)	(739)	(793)	(901)	(1017)	(1068)	
Growth Related		(73)	(124)	(178)	(286)	(402)	(453)	42.42%
Middle School (6-7)								
Capacity Deficit	144	158	79	34	66	103	18	
Growth Related		14	(65)	(110)	(78)	(41)	(126)	100.00%
Mid-High (8-9)								
Capacity Deficit	498	422	412	424	343	298	332	
Growth Related		(76)	(86)	(74)	(155)	(200)	(166)	100.00%
High School 10-12)								
Capacity Deficit	(59)	(98)	(62)	(172)	(185)	(235)	(260)	
Growth Related		(39)	(3)	(113)	(126)	(176)	(201)	77.31%

Figures assume no capital improvements.

Forecast of Future Facility Needs through 2035

Additional elementary, middle, mid-high and high school classroom space will need to be constructed between 2018 and 2035 to meet the projected student population increase. The District will have to purchase additional school sites to facilitate growth during this time frame.

By the end of the six-year forecast period (2023), additional permanent student capacity will be needed as follows:

**Table 6-2 –Additional Capacity Need
2023 & 2035**

Grade Level	2017 Capacity	2023 Enrollment	2023 Additional Capacity Needed	2035 Enrollment	2035 Additional Capacity Needed
Elementary	3,468	4,536	1,068	5,399	1,931
Middle School	1,549	1,531		1,830	281
Mid-High	1,842	1,510		1,799	
High School	1,755	2,015	260	2,443	688
Total	8,614	9,592	978	11,471	2900

Planned Improvements (2018 - 2023)

The following is a brief outline of those projects likely needed to accommodate un-housed students in the Lake Stevens School District through the Year 2023 based on OSPI enrollment projections.

Elementary Schools: Based upon current enrollment estimates, elementary student population will increase to the level of requiring a new elementary school. There would remain a projected 1,068 unhoused students, a number which would justify two additional schools. One of these will be addressed with the opening of Stevens Creek Elementary School in September 2018. The CFP reflects a second school in 2023, although the exact timing is unknown at this time.

High Schools: The high school houses grades 10-12. There will be an estimated 260 unhoused students at this level, even without a proposed 580-student addition beginning in 2018

Interim Classroom Facilities (Portables): Additional portables will be purchased in future years, as needed. However, it remains a District goal to house all students in permanent facilities.

Site Acquisition and Improvements: An additional elementary school site will be needed in an area where student growth is taking place. The 10-acre Lochsloy property is in the far corner of the district, not in an area of growth and will not meet this need. Affordable land suitable for school facilities will be difficult to acquire. Funds for the purchase of land suitable for an elementary facility were included in the approved 2016 bond issue.

Support Facilities

The District has added a satellite pupil transportation lot at Cavelero Mid High to support the growing needs for the district. This is a temporary measure until a site can be acquired and a new, larger pupil transportation center can be built.

Capital Facilities Six-Year Finance Plan

The Six Year Finance Plan shown on Table 6-3 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2018-2023. The financing components include bond issue(s), State match funds, school mitigation and impact fees.

The financing plan separates projects and portions of projects that add capacity from those that do not, since

the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation formula also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.

Table 6-3 – Capital Facilities Plan 2018-2023

Estimated Project Cost by Year - in \$millions							Total	Local Cost	State Match
	2018	2019	2020	2021	2022	2023			
Improvements Adding Student Capacity								Local	Match
Elementary									
Site Acquisition									
Acres						10	10		
Acquisition Cost (\$M)						\$2.00	\$2.00	\$2.00	
Capacity Addition						550	550		
Construction Cost (\$M)						\$48.5	\$48.50	\$38.50	\$10.00
Capacity Addition						700	700		
Middle							-		
Site Acquisition							-		
Acres							-		
Acquisition Cost (\$M)							-		
Capacity Addition							-		
Construction Cost (\$M)							-		
Capacity Addition							-		
Mid-High							-		
Site Acquisition							-		
Acres							-		
Acquisition Cost (\$M)							-		
Capacity Addition							-		
Construction Cost (\$M)							-		
Capacity Addition							-		
High School							-		
Site Acquisition							-		
Acres							-		
Acquisition Cost (\$M)							-		
Capacity Addition							-		
Construction Cost (\$M)		\$31.60					\$31.60	\$21.60	\$10.00
Capacity Addition		580					580		
Total Cost		\$31.60				\$50.50	\$82.10	\$62.10	\$20.00
Improvements Not Adding Student Capacity							-	Local	Match
Elementary							-		
Construction Cost							-		
Middle							-		
Construction Cost							-		
Mid-High							-		
Construction Cost							-		
High School							-		
Construction Cost		\$34.00	\$10.00				\$44.00	\$26.90	\$17.10
District-wide Improvements									
Construction Cost		\$4.00	\$2.50	\$1.50	\$1.50		\$9.50	\$9.50	
Early Learning Center	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	66.00	\$66.00	
Total Cost	\$11.00	\$49.00	\$23.50	\$12.50	\$12.50	\$11.00	\$119.5	\$102.4	\$17.1
Elementary						\$50.50	\$50.5	\$40.5	\$10.0
Middle									
Mid-High									
High School		\$65.60	\$10.00				\$75.6	\$48.5	\$27.1
District Wide	\$11.00	\$15.00	\$13.50	\$12.50	\$12.50	\$11.00	\$75.5	\$75.5	
Annual Total	\$11.00	\$80.60	\$23.50	\$12.50	\$12.50	\$61.50	\$201.6	\$164.5	\$37.1

General Obligation Bonds: Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to pass a bond. Bonds are then retired through

collection of property taxes. A capital improvements bond for \$116,000,000 was approved by the electorate in February 2016. Funds have been used to construct a new elementary school and modernize Lake Stevens High School, as well as fund other non-growth-related projects.

The total costs of the growth-related projects outlined in Table 6-3 represent recent and current bids per information obtained through OSPI, the District's architect and neighboring school districts that have recently or are planning to construct classroom space. An escalation factor of 5% per year has been applied out to 2023.

State Match Funds: State Match Funds come from the Common School Construction Fund. Bonds are sold on behalf of the fund then retired from revenues accruing predominately from the sale of renewable resources (i.e. timber) from State school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects.

School districts may qualify for State matching funds for a specific capital project. To qualify, a project must first meet State-established criteria of need. This is determined by a formula that specifies the amount of square footage the State will help finance to house the enrollment projected for the district. If a project qualifies, it can become part of a State prioritization system. This system prioritizes allocation of available funding resources to school districts based on a formula which calculates district assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percent of the total project cost to be paid by the State for eligible projects.

State Match Funds can only be applied to major school construction projects. Site acquisition and minor improvements are not eligible to receive matching funds from the State. Because state matching funds are dispersed after a district has paid its local share of the project, matching funds from the State may not be received by a school district until after a school has been constructed. In such cases, the District must "front fund" a project. That is, the District must finance the project with local funds. When the State share is finally disbursed (without accounting for escalation) the future District project is partially reimbursed.

Because of the method of computing state match, the District has historically received approximately 39% of the actual cost of school construction in state matching funds. For its 2018 CFP, the District assumes a 40% match.

School Impact Fees: Development impact fees have been adopted by a number of jurisdictions as a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time building permits or certificates of occupancy are issued.

Impact fees have been calculated utilizing the formula in Chapter 30.66C SCC. The resulting figures are based on the District's cost per dwelling unit to purchase land for school sites, make site improvements, construct schools and purchase, install or relocate temporary facilities (portables). Credits have also been applied in the formula to account for state match funds to be reimbursed to the District and projected future property taxes to be paid by the owner of a dwelling unit. The costs of projects that do not add capacity or which address existing deficiencies have been eliminated from the variables used in the calculations. Only capacity improvements are eligible for impact fees.

Since 2012, the Lake Stevens School District has collected and expended the following impact fees:

	Collections	Expenditures
2018*	\$ 1,322,470.00	\$617,735.43
2016	\$ 1,595,840.00	\$1,872,013.91
2014	\$ 698,188.00	\$1,389,783.74
2013	\$1,005,470.00	\$22,304.10
2012	\$1,526,561.00	
* To date		

The law allows ten years for collected dollars to be spent.

By ordinance, new developments cannot be assessed impact fees to correct existing deficiencies. Thus, existing capacity deficiencies must be deducted from the total projected deficiencies in the calculation of impact fees.

The financing plan separates projects and portions of projects that add capacity from those that do not, since the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs. From this process, the District can develop a plan that can be translated into a bond issue package for submittal to District voters, if deemed appropriate.

Table 6-4 presents an estimate of the capacity impacts of the proposed capital construction projects.

Table 6-4
Projected Growth Related Capacity (Deficit) After Programmed Improvements

	Elementary	Middle	Mid-High	High School
2017				
Existing Capacity	3,468	1,549	1,842	1,755
Programmed Improvement Capacity				
Capacity After Improvement	3,468	1,549	1,842	1,755
Current Enrollment	4083	1,405	1,344	1,814
Surplus (Deficit) After Improvement	(615)	144	498	(59)
2018				
Existing Capacity	3,468	1,549	1,842	1,755
Programmed Improvement Capacity	584			
Capacity After Improvement	4,052	1,549	1,842	1,755
Projected Enrollment	4,156	1,391	1,420	1,853
Surplus (Deficit) After Improvement	(104)	158	422	(98)
2019				
Existing Capacity	4,052	1,549	1,842	1,755
Programmed Improvement Capacity				580
Capacity After Improvement	4,052	1,549	1,842	2,335
Projected Enrollment	4,207	1,470	1,430	1,817
Surplus (Deficit) After Improvement	(155)	79	412	518
2020				
Existing Capacity	4,052	1,549	1,842	2,335
Programmed Improvement Capacity				0
Capacity After Improvement	4,052	1,549	1,842	2,335
Projected Enrollment	4,261	1,515	1,418	1,927
Surplus (Deficit) After Improvement	(209)	34	424	408
2021				
Existing Capacity	4,052	1,549	1,842	2,335
Programmed Improvement Capacity				
Capacity After Improvement	4,052	1,549	1,842	2,335
Projected Enrollment	4,369	1,483	1,499	1,940
Surplus (Deficit) After Improvement*	(317)	66	343	395
2022				
Existing Capacity	4,052	1,549	1,842	2,335
Programmed Improvement Capacity				
Capacity After Improvement	4,052	1,549	1,842	2,335
Projected Enrollment	4,485	1,446	1,544	1,990
Surplus (Deficit) After Improvement*	(433)	103	298	345
2023				
Existing Capacity	4,052	1,549	1,842	2,335
Programmed Improvement Capacity	700			
Capacity After Improvement	4,752	1,549	1,842	2,335
Projected Enrollment	4,536	1,531	1,510	2,015
Surplus (Deficit) After Improvement	216	18	332	320

Table 6-5
Impact Fee Variables

	Criteria	Elementary	Middle	Mid-High	High
Student Factor					
	Single Family	0.337	0.090	0.090	0.112
	Multiple Family 1 Bdrm	-	-	-	-
	Multiple Family 2 Bdrm	0.169	0.071	0.026	0.058
Site Acquisition Cost Element					
	Site Needs (acres)	10.0	-	-	-
	Growth Related	4.2	-	-	-
	Cost Per Acre	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
	Additional Capacity	550	-	-	-
	Growth Related	233			
School Construction Cost Element					
	Estimated Facility Construction Cost (\$M)	\$38.50			\$21.60
	Growth Related	\$16.00			\$16.00
	Additional Capacity	550			580
	Growth Related	233	-	-	448
	Current Facility Square Footage	360,491	176,697	224,694	207,195
Relocatable Facilities Cost Element					
	Relocatable Facilities Cost	\$110,000	\$110,000	\$110,000	\$110,000
	Growth Related	\$46,657	\$110,000	\$110,000	85,038.46
	Relocatable Facilities Capacity/Unit	25	27	27	27
	Growth Related	10	27	27	20
	Existing Portable Square Footage	39,424	17,920	-	-
State Match Credit					
	Cost Construction Allocation	\$225.97	\$225.97	\$225.97	\$225.97
	School Space per Student (OSPI)	90	117	117	130
	State Match Percentage	40.00%	40.00%	40.00%	40.00%
Tax Payment Credit					
	Interest Rate	3.86%	3.86%	3.86%	3.86%
	Loan Payoff (Years)	10	10	10	10
	Property Tax Levy Rate (Bonds)	0.00230	0.00230	0.00230	0.00230
	Average AV per DU Type	\$349,225	\$91,988		\$136,499
		(Single Fam.)	(MF 1 bdrm)		(MF 2 bdrm)
Growth-Related Capacity Percentage					
		42.42%	100.00%	100.00%	77.31%
Discount 1					
		50%	50%	50%	50%

Calculation Criteria

1. Site Acquisition Cost Element

Site Size: The site size given the optimum acreage for each school type based on studies of existing school sites OSPI standards. Generally, districts will require 11-15 acres for an elementary school; 25-30 acres for a middle

school or junior high school; and 40 acres or more for a high school. Actual school sites may vary in size depending on the size of parcels available for sale and other site development constraints, such as wetlands. It also varies based on the need for athletic fields adjacent to the school along with other specific planning factors.

This space for site size on the Variable Table contains a number only when the District plans to acquire additional land during the six-year planning period, 2018 - 2023. As noted previously, the District will need to acquire an additional elementary school site between 2018 and 2023.

Average Land Cost Per Acre: The cost per acre is based on estimates of land costs within the District, based either on recent land purchases or by its knowledge of prevailing costs in the particular real estate market. Prices per acre will vary throughout the County and will be heavily influenced by the urban vs. rural setting of the specific district and the location of the planned school site. The Lake Stevens School District estimates its vacant land costs to be \$200,000 per acre. Until a site is actually located for acquisition, the actual purchase price is unknown. Developed sites, which sometimes must be acquired adjacent to existing school sites, can cost well over the \$200,000 per acre figure.

Facility Design Capacity (Student FTE): Facility design capacities reflect the District's optimum number of students each school type is designed to accommodate. These figures are based on actual design studies of optimum floor area for new school facilities. The Lake Stevens School District designs new elementary schools to accommodate 550 students, new middle schools 750 students and new high schools 1,500 students.

Student Factor: The student factor (or student generation rate) is the average number of students generated by each housing type – in this case: single-family detached dwellings and multiple-family dwellings. Multiple-family dwellings, which may be rental or owner-occupied units within structures containing two or more dwelling units, were broken out into one-bedroom and two-plus bedroom units. Pursuant to a requirement of Chapter 30.66C SCC, each school district was required to conduct student generation studies within their jurisdictions. A description of this methodology is contained in Appendix D. Doyle Consulting performed the analysis. The student generation rates for the Lake Stevens School District are shown on Table 6-6.

Table 6-6 – Student Generation Rates -- 2018

	Elementary	Middle	Mid-High	High	Total
Single Family	0.337	0.090	0.090	0.112	0.629
Multiple Family, 1 Bedroom					
Multiple Family, 2+ Bedroom	0.169	0.071	0.026	0.058	0.324

Table 6-5A below shows the Student Generation rates from the 2016 CFP. It shows a decline for elementary, middle and Mid-High levels for single family homes; and for larger apartments at the Elementary and Middle School levels. Total students per new single family household declined significantly from .676 to .629; and increased significantly for apartments, from .254 to .324.

Table 6-6a – Student Generation Rates -- 2016

	Elementary	Middle	Mid-High	High	Total
Single Family	0.361	0.107	0.105	0.103	0.676
Multiple Family, 1 Bedroom					
Multiple Family, 2+ Bedroom	0.139	0.020	0.032	0.063	0.254

2. School Construction Cost Variables

Additional Building Capacity: These figures are the actual capacity additions to the Lake Stevens School District that will occur as a result of improvements listed on Table 6-3 (Capital Facilities Plan).

Current Facility Square Footage: These numbers are taken from Tables 4-1 and 4-2. They are used in combination with the “Existing Portables Square Footage” to apportion the impact fee amounts between permanent and temporary capacity figures in accordance with Chapter 30.66C. SCC.

Estimated Facility Construction Cost: The estimated facility construction cost is based on planned costs or on actual costs of recently constructed schools. The facility cost is the total cost for construction projects as defined on Table 6-3, including only capacity related improvements and adjusted to the “growth related” factor. Projects or portions of projects that address existing deficiencies (which are those students who are un-housed as of October 2017) are not included in the calculation of facility cost for impact fee calculation.

Facility construction costs also include the off-site development costs. Costs vary with each site and may include such items as sewer line extensions, water lines, off-site road and frontage improvements. Off-site development costs are not covered by State Match Funds. Off-site development costs vary, and can represent 10% or more of the total building construction cost.

3. Relocatable Facilities Cost Element

Impact fees may be collected to allow acquisition of portables to help relieve capacity deficiencies on a temporary basis. The cost allocated to new development must be growth related and must be in proportion to the current permanent versus temporary space allocations by the district.

Existing Units: This is the total number of existing portables in use by the district as reported on Table 4-2.

New Facilities Required Through 2023: This is the estimated number of portables to be acquired.

Cost Per Unit: This is the average cost to purchase and set up a portable. It includes site preparation, but does not include moveable furnishings in the unit.

Relocatable Facilities Cost: This is simply the total number of needed units multiplied by the cost per unit. The number is then adjusted to the “growth-related” factor.

For districts, such as Lake Stevens, that do not credit any portable capacity to the permanent capacity total (see Table 4-1), this number is not directly applicable to the fee calculation and is for information only. The impact fee allows a general fee calculation for portables; however the amount is adjusted to the proportion of total square footage in portables to the total square footage of permanent and portable space in the district.

Where districts do allow a certain amount of portable space to be credited to permanent capacity, that amount would be adjusted by the “growth-related” factor, because it is considered to be permanent space.

4. Fee Credit Variables

Construction Cost Allocation (formerly the Boeckh Index): This number is used by OSPI as a guideline for determining the area cost allowance for new school construction. The index is an average of a seven-city building cost index for commercial and factory buildings in Washington State, and is adjusted every two months for inflation. The current allocation is \$225.97 (January 2018) up from \$213.23 in 2016.

State Match Percentage: The State match percentage is the proportion of funds that are provided to the school districts, for specific capital projects, from the State's Common School Construction Fund. These funds are disbursed based on a formula which calculates the District's assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percentage of the total project to be paid by the State. The District will continue to use a state match percentage of 40%.

5. Tax Credit Variables

Under Chapter 30.66C SCC, a credit is granted to new development to account for taxes that will be paid to the school district over the next ten years. The credit is calculated using a "present value" formula.

Interest Rate (20-year GO Bond): This is the interest rate of return on a 20-year General Obligation Bond and is derived from the bond buyer index. The current assumed interest rate is 3.85%.

Levy Rate (in mils): The Property Tax Levy Rate (for bonds) is determined by dividing the District's average capital property tax rate by one thousand. The current levy rate for the Lake Stevens School District is 0.00230.

Average Assessed Value: This figure is based on the District's average assessed value for each type of dwelling unit (single-family and multiple-family). The averaged assessed values are based on estimates made by the County's Planning and Development Services Department utilizing information from the Assessor's files. The current average assessed value for 2018 for single-family detached residential dwellings is \$349,255 (up from \$290,763 in 2016); \$91,988 (2016: \$79,076) for one-bedroom multi-family units, and 136,499 (2016:\$115,893) for two or more bedroom multi-family units.

6. Adjustments

Growth Related Capacity Percentage: This is explained in preceding sections.

Fee Discount: In accordance with Chapter 30.66C SCC, all fees calculated using the above factors are to be reduced by 50%.

Proposed Impact Fee Schedule

Using the variables and formula described, impact fees proposed for the Lake Stevens School District are summarized in Table 6-7 and 6-8 (refer to Appendix A for worksheets).

Table 6-7: Calculated Impact Fees

Housing Type	Impact Fee Per Unit
Single Family Detached	\$14,471
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$7,024
Duplex/Townhouse	\$7,024

Table 6-8: Calculated Impact Fees – 50% Discount

Housing Type	Impact Fee Per Unit
Single Family Detached	\$7,235
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$3,512
Duplex/Townhouse	\$3,512

Appendix A

Impact Fee Calculations

IMPACT FEE WORKSHEET
LAKE STEVNS SCHOOL DISTRICT
SINGLE-FAMILY RESIDENTIAL

SITE ACQUISITION COST

acres needed	4.20	x	\$	200,000	capacity (# students)	233	x	student factor	0.337	=	\$1,215	(elementary)
acres needed	0	x	\$	200,000	capacity (# students)	0	x	student factor	0.090	=		(middle)
acres needed	0	x	\$	200,000	capacity (# students)	0	x	student factor	0.090	=		(mid-high)
acres needed	0	x	\$	200,000	capacity (# students)	0	x	student factor	0.112	=		(high school)
TOTAL SITE ACQUISITION COST										=	\$1,215	

SCHOOL CONSTRUCTION COST

total const. cost	\$16,000,000	/	capacity (# students)	233	x	student factor	0.337	=	\$23,142	(elementary)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.090	=		(middle)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.090	=		(mid-high)
total const. cost	\$16,000,000	/	capacity (# students)	448	x	student factor	0.112	=	\$4,000	(high school)
							Subtotal		\$27,142	
Total Square Feet of Permanent Space (District)		/ Total Square Feet of School Facilities (000)						=	94.41%	
		969,077			1,026,421					
TOTAL FACILITY CONSTRUCTION COST								=	\$ 25,625	

RELOCATABLE FACILITIES COST (PORTABLES)

Portable Cost	\$	46,657	/	10	facility size	x	student factor	0.337	=	\$1,572	(elementary)
Portable Cost	\$	110,000	/	27	facility size	x	student factor	0.090	=	\$367	(middle)
Portable Cost	\$	110,000	/	27	facility size	x	student factor	0.090	=	\$367	(mid-high)
Portable Cost	\$	85,038	/	20	facility size	x	student factor	0.112	=	\$476	(high school)
									Subtotal	\$2,782	
Total Square Feet of Portable Space (District)				57,344	/ Total Square Feet of School Facilities (000)				1,026,421	=	5.59%
TOTAL RELOCATABLE COST ELEMENT									=	\$155	

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

CCA Index	\$ 225.97	x OSPI Allowance	90.00	x	State Match %	40.00%	x	student factor	0.337	=	\$2,741	(elementary)
CCA Index	\$ 225.97	x OSPI Allowance	117.00	x	State Match %	40.00%	x	student factor	0.090	=	\$952	(middle)
CCA Index	\$ 225.97	x OSPI Allowance	117.00	x	State Match %	40.00%	x	student factor	0.090	=	\$952	(mid-high)
CCA Index	\$ 225.97	x OSPI Allowance	130.00	x	State Match %	40.00%	x	student factor	0.112	=	\$1,316	(high school)
TOTAL STATE MATCH CREDIT										=	\$5,961	

TAX PAYMENT CREDIT

(((1+ interest rate	3.85%	) ^	10	years to pay off bond) - 1]	/	[interest rate	3.85%	x				
(1 + interest rate	3.85%	)^	10	years to pay off bond]	x	0.00230	capital levy rate	x				
assessed value	\$349,225								tax payment credit	=	\$ 6,564	

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$1,215
FACILITY CONSTRUCTION COST	\$ 25,625
RELOCATABLE FACILITIES COST (PORTABLES)	\$155
(LESS STATE MATCH CREDIT)	(\$5,961)
(LESS TAX PAYMENT CREDIT)	(\$6,564)

	Non-Discounted	50% Discount
FINAL IMPACT FEE PER UNIT	\$14,471	\$7,235

IMPACT FEE WORKSHEET

LAKE STEVNS SCHOOL DISTRICT

MULTIPLE FAMILY RESIDENTIAL -- 2 BDRM OR MORE

SITE ACQUISITION COST

acres needed	4.2	x	\$ 200,000	capacity (# students)	233	x	student factor	0.169	=	\$609	(elementary)
acres needed	0	x	\$ 200,000	capacity (# students)	0	x	student factor	0.071	=	\$0	(middle)
acres needed	0	x	\$ 200,000	capacity (# students)	0	x	student factor	0.026	=	\$0	(mid-high)
acres needed	0	x	\$ 200,000	capacity (# students)	0	x	student factor	0.058	=	\$0	(high school)

TOTAL SITE ACQUISITION COST

= \$609

SCHOOL CONSTRUCTION COST

total const. cost	\$16,000,000	/	capacity (# students)	233	x	student factor	0.169	=	\$11,605	(elementary)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.071	=	\$0	(middle)
total const. cost	\$0	/	capacity (# students)	0	x	student factor	0.026	=	\$0	(mid-high)
total const. Cost	\$16,000,000	/	capacity (# students)	448	x	student factor	0.058	=	\$0	(high school)

\$11,605

Total Square Feet of Permanent Space (District) / Total Square Feet of School Facilities (000)

969,077

1,026,421

= 94.41%

TOTAL FACILITY CONSTRUCTION COST

= \$ 10,957

RELOCATABLE FACILITIES COST (PORTABLES)

Portable Cost	\$ 46,657	/	10	facility size	x	student factor	0.169	=	\$789	(elementary)
Portable Cost	\$ 110,000	/	27	facility size	x	student factor	0.071	=	\$289	(middle)
Portable Cost	\$ 110,000	/	27	facility size	x	student factor	0.026	=	\$106	(mid-high)
Portable Cost	\$ 85,038	/	20	facility size	x	student factor	0.058	=	\$247	(high school)

Subtotal

\$1,430

Total Square Feet of Portable Space (District) / Total Square Feet of School Facilities (000)

57,344

1,026,421

= 5.59%

TOTAL RELOCATABLE COST ELEMENT

= \$80

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 225.97	x OSPI Allowance	90	x	State Match %	40.00%	x	student factor	0.169	=	\$1,375	(elementary)
BOECKH Index	\$ 225.97	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0.071	=		(middle)
BOECKH Index	\$ 225.97	x OSPI Allowance	117	x	State Match %	40.00%	x	student factor	0.026	=		(mid-high)
BOECKH Index	\$ 225.97	x OSPI Allowance	130	x	State Match %	40.00%	x	student factor	0.058	=	\$682	(high school)
TOTAL STATE MATCH CREDIT										=	\$2,056	

TAX PAYMENT CREDIT

$\frac{[(1 + \text{interest rate } 3.85\%)^{10} - 1]}{0.0385}$		10	years to pay off bond	- 1]	/	$\frac{[\text{interest rate } 3.85\% \times 0.00230 \text{ capital levy rate}]}{0.00230}$		x				
(1 + interest rate	3.85%	)^	10	years to pay off bond]	x	0.00230	capital levy rate	x				
assessed value	\$136,499								tax payment credit	=	\$	2,566

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$609
FACILITY CONSTRUCTION COST	\$10,957
RELOCATABLE FACILITIES COST (PORTABLES)	\$80
(LESS STATE MATCH CREDIT)	(\$2,056)
(LESS TAX PAYMENT CREDIT)	(\$2,566)

	Non-Discounted	50% Discount	50% Discount #	25% Discount
FINAL IMPACT FEE PER UNIT	\$7,024	\$3,512		\$5,268

Appendix B

OSPI Enrollment Forecasting

OSPI PROJECTION OF ENROLLMENT DATA

Cohort-Survival or Grade-Succession Technique

Development of a long-range school-building program requires a careful forecast of school enrollment indicating the projected number of children who will attend school each year. The following procedures are suggested for determining enrollment projections:

1. Enter in the lower left corner of the rectangle for each year the number of pupils actually enrolled in each grade on October 1, as reported on the October Report of School District Enrollment, Form M-70, column A. (For years prior to October 1, 1965, enter pupils actually enrolled as reported in the county superintendent's annual report, Form A-1.)
2. In order to arrive at enrollment projections for kindergarten and/or grade one pupils, determine the percent that the number of such pupils each year was of the number shown for the immediately preceding year. Compute an average of the percentages, enter it in the column headed "Ave. % of Survival", and apply such average percentage in projecting kindergarten and/or grade one enrollment for the next six years.
3. For grade two and above determine the percent of survival of the enrollment in each grade for each year to the enrollment in the next lower grade during the preceding year and place this percentage in the upper right corner of the rectangle. (For example, if there were 75 pupils in actual enrollment in grade one on October 1, 1963, and 80 pupils were in actual enrollment in grade two on October 1, 1964, the percent of survival would be $80/75$, or 106.7%. If the actual enrollment on October 1, 1965 in grade three had further increased to 100 pupils, the percent of survival to grade three would be $100/80$ or 125 %.). Compute an average of survival percentages for each year for each grade and enter it in the column, "Ave. % of Survival".

In order to determine six-year enrollment projections for grade two and above, multiply the enrollment in the next lower grade during the preceding year by 7 the average percent of survival. For example, if, on October 1 of the last year of record, there were 100 students in grade one and the average percent of survival to grade two was 105, then 105% of 100 would result in a projection of 105 students in grade two on October 1 of the succeeding year.

4. If, after calculating the "Projected Enrollment", there are known factors which will further influence the projections, a statement should be prepared showing the nature of those factors, involved and their anticipated effect upon any portion of the calculated projection.

*Kindergarten students are projected based on a regression line.

Appendix C

Student Generation Rates



DOYLE
CONSULTING

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

Student Generation Rate Study for the Lake Stevens School District

With Grade Levels (K-5, 6-7, 8-9, 10-12)
4/18/2018

This document describes the methodology used to calculate student generation rates (SGRs) for the Lake Stevens School District, and provides results of the calculations.

SGRs were calculated for two types of residential construction: Single family detached, and multi-family with 2 or more bedrooms. Attached condominiums, townhouses and duplexes are included in the multi-family classification since they are not considered “detached”. Manufactured homes on owned land are included in the single family classification.

1. Electronic records were obtained from the Snohomish County Assessor’s Office containing data on all new construction within the Lake Stevens School District from January 2010 through December 2016. As compiled by the County Assessor’s Office, this data included the address, building size, assessed value, and year built for new single and multi-family construction. The data was “cleaned up” by eliminating records which did not contain sufficient information to generate a match with the District’s student record data (i.e. incomplete addresses).

COUNT OF GRADE(S)	CALCULATED MATCHES	RATE
K	126	0.071
1	95	0.053
2	101	0.057
3	103	0.058
4	84	0.047
5	91	0.051
6	78	0.044
7	83	0.047
8	84	0.047
9	77	0.043
10	73	0.041
11	76	0.043
12	51	0.029
K-5	600	0.337
6-7	161	0.09
8-9	161	0.09
10-12	200	0.112
K-12	1122	0.63

2. The District downloaded student records data into Microsoft Excel format. This data included the addresses and grade levels of all K-12 students attending the Lake Stevens School District as of April 2018. Before proceeding, this data was reformatted and abbreviations were modified as required to provide consistency with the County Assessor’s data.

3. **Single Family Rates:** The data on all new single family detached residential units in County Assessor’s data were compared with the District’s student record data, and the number of students at each grade level living in those units was determined. The records of 1,780 single family detached units were compared with data on 8,810 students registered in the District, and the following matches were found by grade level(s)*:

4. Large Multi-Family Developments: Snohomish County Assessor's data does not specifically indicate the number of units or bedrooms contained in large multi-family developments. Additional research was performed to obtain this information from specific parcel ID searches, and information provided by building management, when available. Information obtained included the number of 0-1 bedroom units, the number of 2+ bedroom units, and specific addresses of 0-1 bedroom units.

Small Multi-Family Developments: This method included all developments in the County Assessor's data containing four-plexes, tri-plexes, duplexes, condominiums and townhouses. This data contained information on the number of bedrooms for all townhouses and condominiums. Specific parcel ID searches were performed for duplex and larger units in cases where number of bedroom data was missing.

5. Multi-Family 2+ BR Rates: The multi-family 2+ BR SGR's were calculated by comparing data on 2+ BR multi-family units with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 154 multi-family 2+ BR units were compared with data on 8,810 students registered in the District, and the following matches were found by grade level(s)*:

COUNT OF GRADE(S)	CALCULATED MATCHES	RATE
K	2	0.013
1	5	0.032
2	4	0.026
3	6	0.039
4	5	0.032
5	4	0.026
6	4	0.026
7	7	0.045
8	2	0.013
9	2	0.013
10	3	0.019
11	3	0.019
12	3	0.019
K-5	26	0.169
6-7	11	0.071
8-9	4	0.026
10-12	9	0.058
K-12	50	0.325

6. Multi-Family 0-1 BR Rates: Research indicated that no (0) multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study.

7. Summary of Student Generation Rates*:

	K-5	6-7	8-9	10-12	K-12
Single Family .	337	.090	.090	.112	.630
Multi-Family 2+ BR	.169	.071	.026	.058	.325

*Calculated rates for grade level groups may not equal the sum of individual grade rates due to rounding.

Appendix D

Board Resolution

RESOLUTION NO. 9-18
ADOPTION OF THE 2018-2023 CAPITAL FACILITIES PLAN

WHEREAS, the Lake Stevens School District is required by RCW 36.70 (the Growth Management Act) and the Snohomish County General Policy Plan to adopt a Capital Facilities Plan; and

WHEREAS, development of the Capital Facilities Plan was carried out by the District in accordance with accepted methodologies and requirements of the Growth Management Act; and

WHEREAS, impact fee calculations are consistent with methodologies meeting the conditions and tests of RCW 82.02 and Snohomish County Code; and

WHEREAS, the District finds that the methodologies accurately assess necessary additional capacity which address only growth-related needs; and

WHEREAS, a draft of the Plan was submitted to Snohomish County for review with changes having been made in accordance with County comments; and

WHEREAS, the District finds that the Plan meets the basic requirements of RCW 36.70A and RCW 82.02; and

WHEREAS, a review of the Plan was carried out pursuant to RCW 43.21C (the State Environmental Policy Act). A Determination of Non Significance has been issued.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Lake Stevens School District hereby adopts the Capital Facilities Plan for the years 2018-2023, pursuant to the requirements of RCW 36.70A and the Snohomish County General Policy Plan. The Snohomish County Council, the City of Lake Stevens and the City of Marysville are hereby requested to adopt the Plan as an element of their general policy plans and companion ordinances.

ADOPTED, by the Board of Directors of the Lake Stevens School District No. 4, Snohomish County, state of Washington, at a regular meeting thereof held this 8th day of August, 2018.

LAKE STEVENS SCHOOL DISTRICT NO. 4
BOARD OF DIRECTORS

President

ATTEST:

Superintendent:

Appendix E
SEPA Checklist
and
Determination of Nonsignificance

DETERMINATION OF NONSIGNIFICANCE

Lake Stevens School District No. 4 Capital Facilities Plan 2018-2023

DESCRIPTION OF PROPOSAL:

The proposed action is the adoption of the Lake Stevens School District No. 4 Capital Facilities Plan, 2018-2023. Board adoption is scheduled to occur on August 8, 2018. This Capital Facilities Plan has been developed in accordance with requirements of the State Growth Management Act and is a non-project proposal. It documents how the Lake Stevens School District utilizes its existing educational facilities given current district enrollment configurations and educational program standards, and uses six-year and 17-year enrollment projections to quantify capital facility needs for years 2018-2023 and 2035.

PROPONENT: Lake Stevens School District No. 4

LOCATION OF PROPOSAL: Lake Stevens School District No. 4
Snohomish County, Washington

LEAD AGENCY: Lake Stevens School District No. 4

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the published date below. Comments must be submitted by Tuesday July 25, 2018 to the Responsible Official as named below.

RESPONSIBLE OFFICIAL: Robb Stanton
POSITION/TITLE: Executive Director, Operations
ADDRESS: Lake Stevens School District No. 4
12309 22nd Street NE
Lake Stevens, WA 98258
PHONE: 425-335-1506

PUBLISHED: The Everett Herald – July 8, 2018

There is no agency appeal.

LAKE STEVENS SCHOOL DISTRICT NO. 4
ENVIRONMENTAL CHECKIST
Adoption
of
Capital Facilities Plan 2018-2023

Prepared by
SHOCKEY PLANNING GROUP, INC.
for
Lake Stevens School District No. 4

Proposal

**Adoption of Capital Facilities Plan 2018-2023
Lake Stevens School District No. 4**

Proponent

Lake Stevens School District No. 4

Robb Stanton

12309 22nd Street NE

Lake Stevens, Washington 98258

Phone: (425) 335-1506

Project Representative

SHOCKEY PLANNING GROUP, INC.

Reid H. Shockey, AICP

2716 Colby Avenue

Everett, Washington 98201

Phone: (425) 258-9308

July 2018

TABLE OF CONTENTS

A. BACKGROUND.....	1
B. ENVIRONMENTAL ELEMENTS.....	2
1. EARTH.....	2
2. AIR.....	5
3. WATER.....	6
4. PLANTS.....	8
5. ANIMALS.....	9
6. ENERGY AND NATURAL RESOURCES.....	10
7. ENVIRONMENTAL HEALTH	10
8. LAND AND SHORELINE USE	12
9. HOUSING.....	15
10. AESTHETICS	15
11. LIGHT AND GLARE	16
12. RECREATION.....	16
13. HISTORIC AND CULTURAL PRESERVATION	17
14. TRANSPORTATION	17
15. PUBLIC SERVICES.....	19
16. UTILITIES	19
C. SIGNATURE	20

List of Figures

Figure 1 - Map of School Facilities	4
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Appendices

Appendix A – Supplemental Sheet for Nonproject Actions
Appendix B – 2018-2023 Capital Facilities Plan

ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. **Name of proposed project, if applicable:** Adoption of Capital Facilities Plan, 2018-2023
2. **Name of applicant:** Lake Stevens School District No. 4
3. **Address and phone number of applicant and contact person:**

Applicant Contact: Lake Stevens School District No. 4
Attn: Robb Stanton
12309 22nd St. N.E
Lake Stevens, WA 98258
Phone: (425) 335-1506
Email: robb_stanton@lkstevens.wednet.edu

Environmental/Permitting Consultant: Shockey Planning Group, Inc.
Attn: Reid Shockey, AICP
2716 Colby Avenue
Everett, WA 98201
Phone: (425) 258-9308
Email: rshockey@shockeyplanning.com

4. **Date checklist prepared:** June 21, 2018
5. **Agency requesting checklist:** Lead agency for environmental review and SEPA compliance is the Lake Stevens School District No 4.
6. **Proposed timing or schedule (including phasing, if applicable):**

The Lake Stevens School District's Capital Facilities Plan, 2018-2023, is scheduled to be adopted by the Lake Stevens School Board August 8, 2018

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

The Capital Facilities Plan identifies school construction projects to accommodate un-housed students in the Lake Stevens School District through 2023. The Capital Facilities Plan will be updated at least bi-annually. Changes in actual enrollment and in enrollment projections will be used to recalculate facility needs. As noted above, project-specific environmental review will be undertaken at the time of construction on the identified projects and future projects.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

The following reports/information are incorporated by reference and attached to this environmental checklist:

- Snohomish County General Policy Plan
- City of Lake Stevens Comprehensive Plan
- City of Marysville Comprehensive Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Following adoption of the Capital Facilities Plan, it is anticipated that it will be incorporated into the comprehensive plans for Snohomish County and the Cities of Lake Stevens and Marysville.

10. List any government approvals or permits that will be needed for your proposal, if known.

Individual proposed projects may require various governmental approvals, and each project would be reviewed at the project-specific level. The District would obtain any of the required approvals.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.).

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next seventeen years, with a more detailed schedule and financing program for capital improvements over the next six years (2018-2023).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Lake Stevens School District is located six miles east of downtown Everett, and encompasses all of the City of Lake Stevens as well as portions of unincorporated Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District. See *Figure 1 – Map of School Facilities*.

B. ENVIRONMENTAL ELEMENTS

1. EARTH

- a. General description of the site (circle one):** Flat, rolling, hilly, steep slopes, mountainous, other.

The Lake Stevens School District is comprised of a variety of topographic features and landforms. Specific topographic and landform characteristics of the sites of proposed individual projects included in the CFP have been or would be described during project-level environmental review.

b. What is the steepest slope on the site (approximate percent slope)?

Specific slope characteristics at sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Specific soil types and their characteristics at the sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review. Typically agricultural areas lie outside Urban Growth Areas. Schools are discouraged outside the UGA.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Specific soil types and properties have been or would be analyzed on the sites of the proposed individual projects included in the CFP, at the time of project-level environmental review. Any limitations or necessary mitigation would be identified during project-level environmental review.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

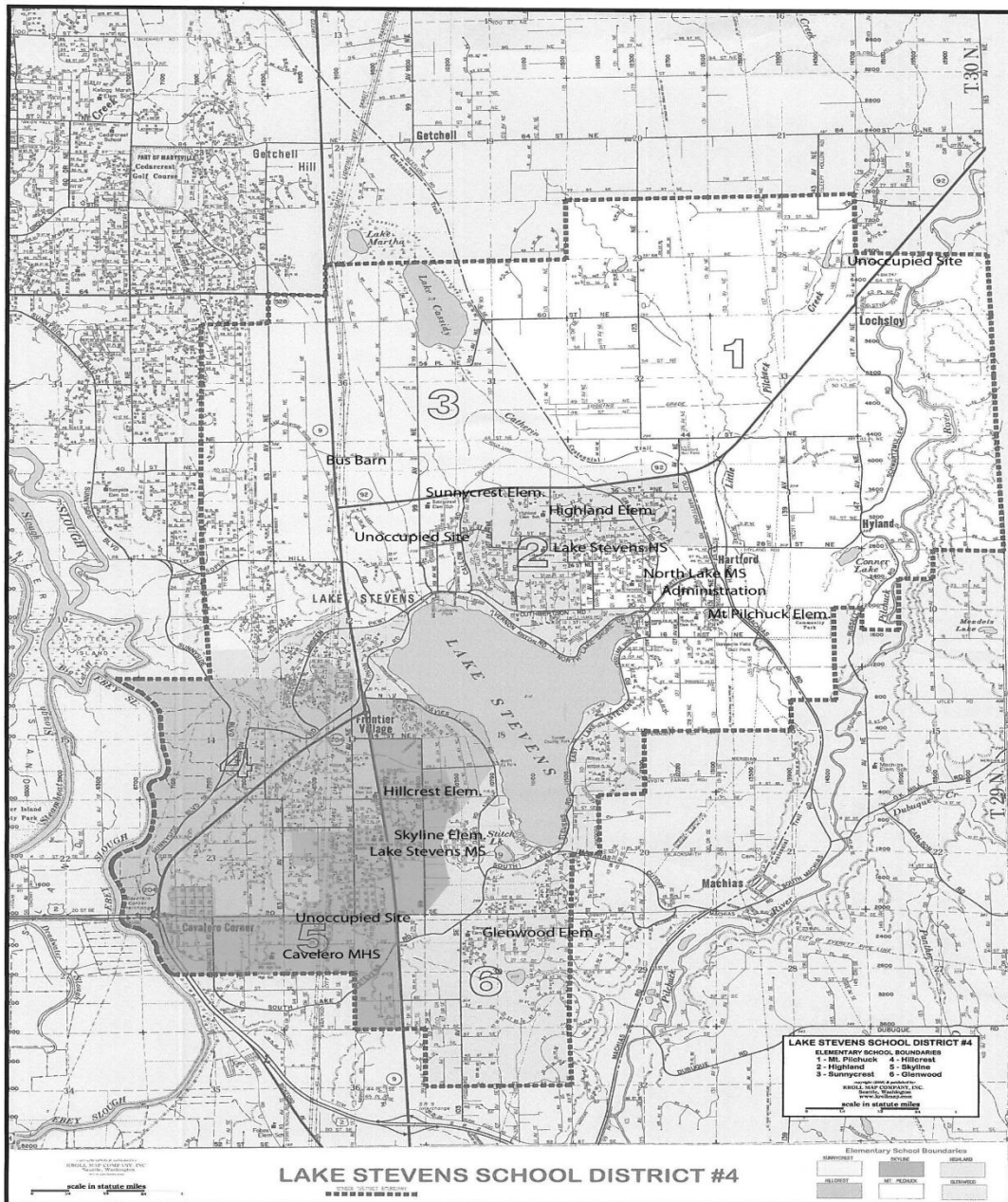
Individual projects included in the CFP have been or would be subject to Lake Stevens, Marysville or County project approval and environmental review, at the time of application.

Proposed grading activities as well as quantity, type, source and purpose of such activities would be addressed at that time. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion could occur during the construction of projects proposed in the CFP. Individual projects would be subject to the local project review process. Potential erosion impacts would be addressed on a site-specific basis during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

Figure 1 - Map of School Facilities



g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The renovations and new school facilities proposed in the CFP would result in the increase of impervious surfaces. The amount of impervious surface constructed would vary by individual project. Impervious surface quantities proposed to be constructed at each of the individual projects would be subject to project-level environmental review as well as the local project review process. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Measures to control and reduce erosion impacts would be assessed and implemented in accordance with individual jurisdictional requirements. Erosion control and reduction measures have been or would be determined during project-level environmental review and requirements of the permitting jurisdiction would be met.

2. AIR

a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction, operation and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Various air emissions may result from the projects proposed in the CFP. The majority of emissions would be construction related and temporary. The air-quality impacts of specific projects have been or would be evaluated during project-level environmental review. For greater detail please see *Appendix A – Supplemental Sheet for Nonproject Actions*.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Any off-site sources of emissions or odor that may affect individual projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The individual projects in the CFP would be subject to site-specific environmental review, and also subject to individual jurisdiction local project review processes. The District would be required to comply with all applicable clean air regulations and permit requirements. Proposed air quality measures, specific to individual projects would be identified during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any

significant adverse unavoidable impact. For greater detail please refer to ***Appendix A - Supplemental Sheet for Nonproject Actions.***

3. WATER

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

The Lake Stevens School District is characterized by a variety of surface water bodies. The individual water bodies that are in close proximity to proposed projects included in the CFP have been or would be identified during project-level environmental review. When necessary, detailed studies of surface water regimes and flow patterns would be conducted, and the findings of such studies would be incorporated into the site designs of the individual projects. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP would, cause any significant adverse unavoidable impact.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

The proposed projects included in the CFP could require work within 200 feet of the surface waters located in the Lake Stevens School District. All local project approval requirements would be satisfied and evaluated at project-specific design and environmental review.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Specific information in regard to quantities and placement of fill or dredge material, resulting from the proposed projects contained in the CFP, would be provided during project-specific design and environmental review. All applicable local regulations regarding quantity and placement of dredge and fill material would be satisfied for all of the individual projects. All projects would be subject to local project review processes. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Any surface water withdrawals or diversions made in connection with the proposed projects outlined in the CFP would be addressed during project-specific design and environmental review.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

If any of the projects proposed in the CFP are located in a floodplain area, then they would be required to meet all applicable regulations addressing flood hazard areas through project-specific design and environmental review.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Waste material disposal methods required for specific projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Individual projects proposed by the CFP may withdraw or discharge to groundwater resources. Any potential impacts on groundwater resources would be identified during project-specific design and environmental review. Each project is subject to local jurisdiction regulations regarding groundwater resources and would be compliant with such regulations. For more detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Discharges of waste material associated with proposed individual projects included in the CFP would be addressed during project-specific design and environmental review.

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Individual projects included in the CFP may have various effects on stormwater runoff quantities and rates. These effects would be identified during project-

specific design and environmental review. All proposed projects would be subject to local stormwater regulations and would be compliant as such.

2) Could waste materials enter ground or surface waters? If so, generally describe.

The impacts of specific projects included in the CFP on potential ground or surface water discharges would be addressed during project-specific design and environmental review. Each project would be subject to all applicable regulations regarding discharges to ground or surface water. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Any proposed school project would be required to submit a drainage analysis including potential impacts to drainage patterns and means of avoiding those impacts.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Proposed measures to reduce or control surface runoff attributable to the individual projects included in the CFP would be addressed during project-specific design and environmental review. All jurisdictional regulation requirements would be satisfied.

4. PLANTS

a. Check the types of vegetation found on the site:

☒ deciduous tree: alder, maple, aspen, other: _____

☒ evergreen tree: fir, cedar, pine, other: _____

☒ shrubs

☒ grass

___ pasture

___ crop or grain

___ Orchards, vineyards or other permanent crops

☒ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other: _____

___ water plants: water lily, eelgrass, milfoil, other: _____

☒ other types of vegetation: domestic vegetation

A variety of plant communities exist within the Lake Stevens School District boundaries. Vegetation types located at specific project sites included in the CFP would be identified during project-specific design and environmental review. Any potential wet soil plants would be identified at the project specific environmental review.

b. What kind and amount of vegetation will be removed or altered?

Some of the projects proposed in the CFP may require removal or alteration of vegetation. The specific alterations to vegetation on the sites of individual projects would be identified during project-specific environmental analysis.

c. List threatened and endangered species known to be on or near the site, if any:

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP have been or would be identified during project-specific environmental analysis. The proposed projects would be compliant with all applicable regulations regarding threatened and endangered species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Proposed landscaping and other measures to preserve or enhance vegetation on the sites included in the CFP would be identified during project-specific design and environmental review. All projects would be subject to local jurisdiction project review, and the landscaping requirements implied therein.

e. List all noxious weeds and invasive species known to be on or near the site.

The specific presence of noxious weeds and invasive species would be determined at the time of specific project permitting. Project proposals would include the means of eliminating those with a potential hazard or impact to a school project.

5. ANIMALS

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other:

A wide variety of wildlife exists in the Lake Stevens School District. Inventories of existing species observed on the proposed sites included in the CFP would be conducted during project-level environmental review.

b. List any threatened and endangered species known to be on or near the site.

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP would be identified during project-level environmental review. The proposed projects would be compliant with all regulations regarding threatened and endangered species.

c. Is the site part of a migration route? If so, explain.

Impacts on migration routes by the proposed projects included in the CFP have been or would be identified during project-level environmental review.

d. Proposed measures to preserve or enhance wildlife, if any:

Measures to preserve or enhance wildlife would be identified and determined during project-level environmental analysis.

e. List any invasive animal species known to be on or near the site.

The specific presence of invasive species would be determined at the time of specific project permitting. Project proposals would include the means of eliminating those with a potential hazard or impact to a school project.

6. ENERGY AND NATURAL RESOURCES

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The State Board of Education requires a life cycle cost analysis be conducted for all heating, lighting, and insulation systems, prior to permitting specific school projects. The identification of project energy needs has been or would be done during project-specific design and environmental review.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

The impacts of proposed projects included in the CFP, on the use of solar energy by adjacent properties, have been or would be identified during project-specific design and environmental review.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Projects included in the CFP have been or would be required to complete a life cycle cost analysis. Other conservation measures have been or would be identified during project-specific design and environmental review.

7. ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so describe.

For a more detailed discussion, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

1) Describe any known or possible contamination at the site from present or past uses.

The specific presence of contaminants would be determined at the time of site selection or specific project permitting, including a Phase 1 Environmental Review and, if warranted, a Phase 2 analysis. Project proposals would include the means of eliminating materials with a potential hazard or impact to a school project.

- 2) **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

Specific types of hazardous material would be identified for specific projects once their location is identified.

- 3) **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Hazardous materials would not typically be stored at a school facility; however, when such is necessary, building would be designed to afford maximum protection against spills or release.

- 4) **Describe special emergency services that might be required.**

Special emergency services have been or would be identified during project-specific design and environmental review. For greater detail, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

- 5) **Proposed measures to reduce or control environmental health hazards, if any:**

Safety procedures and programs are part of the school's emergency programs for both existing and proposed school facilities. Projects included in the CFP would comply with all current codes, regulations, and rules. Individual projects have been or would be subject to environmental review, and the local project approval process. Candidate acquisition sites could be disqualified if hazardous materials are discovered.

b. Noise

- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other?)**

Various noise sources exist within the Lake Stevens School District boundaries. The specific noise sources that may affect individual projects included in the CFP have been or would be identified during project-specific design and environmental review.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic,**

construction, operation, other)? Indicate what hours noise would come from the site.

Short-term noise impacts associated with construction would exist for future projects included in the CFP. Long-term noise impacts associated with individual projects included in the CFP have been or would be identified through project-specific design and environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable noise impact. See *Appendix A - Supplemental Sheet for Nonproject Actions*.

3) Proposed measures to reduce or control noise impacts, if any:

Mitigation measures to reduce or control project-generated noise impacts have been or would be analyzed during project-specific design and environmental review. All projects would be subject to all applicable regulations regarding noise and would be compliant.

8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

There are various land uses throughout the District's boundaries. Schools are a common feature in local neighborhoods. Specific land use designations that apply to individual sites included in the CFP would be identified during project-specific, site selection, design and environmental review.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

Existing school sites have not recently been used for agriculture. A historical review would be conducted for proposed sites, in conjunction with project-specific design and environmental review.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Schools within this urban District will not typically be located near the activities described.

c. Describe any structures on the site.

A brief description of existing school facilities is included in Section 4 of the CFP. Proposed structures, located on the proposed sites, have been or would be described

in detail during the project-specific permitting and environmental review. See *Appendix B – 2018-2023 Capital Facilities Plan*.

d. Will any structures be demolished? If so, what?

The remodeling and renovation of school structures may involve demolition of existing structures; any potential demolition would be reviewed for hazardous material removal. Any demolition of structures has been or would be identified during project-specific design and environmental review.

e. What is the current zoning classification of the site?

Projects in the Lake Stevens School District are, and would be, located in various zoning classifications under applicable local zoning codes. Current zoning classifications, at the time of project application, would be identified at the time of project-specific design and environmental review.

f. What is the current comprehensive plan designation of the site?

Projects included in the CFP are located within various Comprehensive Plan designations. Comprehensive plan designations would be identified at the time of project-specific permitting and environmental review.

g. If applicable, what is the current shoreline master program designation of the site?

Shoreline master program designations of the proposed project sites included in the CFP have been or would be identified during project-specific site selection, permitting, design and environmental review. It is unlikely that a school would be sited or constructed within a Shoreline Management jurisdiction.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Any environmentally sensitive areas located on District project sites have been or would be identified during the project-specific design and environmental review.

i. Approximately how many people would reside or work in the completed project?

Current employment in the District as of June, 2018 is approximately 1038.

j. Approximately how many people would the completed project displace?

Any displacement of people caused by the projects proposed in the CFP has been or would be identified during project-specific design and environmental review.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Projects included in the CFP would be subject to project-specific environmental review and local approval, when appropriate. Proposed mitigating measures would be identified at that time.

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The CFP is intended to identify facilities needed to accommodate student population growth anticipated by the land use elements of the County, Lake Stevens and Marysville Comprehensive Plans. Under the GMA, these jurisdictions are required to reassess the land use element of their comprehensive plans, if probable funding falls short of meeting existing needs. Reassessment undertaken is to ensure that the land use element, capital facilities plan elements and financing plan are coordinated and consistent.

The compatibility of the specific projects included in the CFP with existing uses and plans has been or would be assessed as part of the comprehensive planning process, and during project-specific environmental review.

In accordance with GMA mandates and Chapter 30.66C SCC, this CFP contains the following elements:

- Future enrollment forecasts for each grade span (elementary, middle and high).
- An inventory of existing facilities owned by the District.
- A forecast of the future facility needs for capital facilities and school sites, distinguishing between existing and projected deficiencies.
- The proposed capacities of expanded or new capital facilities.
- A financing program (minimum 6-year planning horizon).
- A schedule of impact fees (proposed), and support data.

In developing this CFP, the plan performance criteria of Appendix F of the Snohomish County General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. In addition, District generated data derived through statistically reliable methodologies was used. The information is consistent with the State Office of Financial Management (OFM) population forecasts used in the General Policy Plan.
- The CFP complies with the provisions of RCW 36.70A (Growth Management Act) and RCW 82.02.
- The calculation methodology for impact fees meets the conditions and tests of RCW 82.02. The District proposes the use of impact fees for funding its capital projects and facilities. In future CFP updates, the District intends to update alternative funding sources in the event that impact fees are not available due to action by the State, County or the cities within their district boundaries.
- The district has available three major sources of project financing: bonds, state match funds and school impact fees. Bonds are typically used to fund construction of new schools and require a 60% voter approval. They are then retired through property taxes. State match funds come from the common school construction

fund. Bonds are sold on behalf of the funds then retired from revenues acquired predominantly from the sale of renewable resources from State school loans set aside by Enabling Act of 1889. To qualify, schools must meet state-established criteria of need. School impact fees are usually collected by the permitting agency at the time building permits are issued.

Housing projects in the Cities of Marysville and Lake Stevens and unincorporated Snohomish County are required to mitigate impacts to the District by voluntary mitigation agreements based on the anticipated impacts of each specific project.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Schools within this urban District will not typically be located near the rural agriculture or forestry activities. Should this occur, the design process and the entitlement process will disclose any potential incompatibilities which can be addressed on a case by case basis.

9. HOUSING

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

No housing units would be provided in connection with the completion of the projects included in the CFP.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

The impacts of the projects proposed in the CFP on existing housing units have been or would be identified at the time of project-specific environmental analysis.

c. Proposed measures to reduce or control housing impacts, if any:

Measures to reduce or control any housing impacts caused by the projects included in the CFP have been or would be addressed during project-specific design and environmental review.

10. AESTHETICS

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The design elements of the projects included in the CFP have been or would be addressed during project-specific design and environmental review.

b. What views in the immediate vicinity would be altered or obstructed?

The aesthetic impacts of the projects included in the CFP have been or would be identified during project-specific design and environmental review.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the CFP have been or would be identified on a project-specific basis. Jurisdictional design requirements would be satisfied during project review.

11. LIGHT AND GLARE

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific design and environmental review.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific environmental review when appropriate.

c. What existing off-site sources of light or glare may affect your proposal?

Off-site sources (such as land use generators and traffic) of light or glare that may affect projects included in the CFP have been or would be identified during project-specific environmental review.

d. Proposed measures to reduce or control light and glare impacts, if any:

Proposed measures to reduce or control light and glare impacts have been or would be identified during project-specific design and environmental review.

12. RECREATION

a. What designated and informal recreational opportunities are in the immediate vicinity?

There are numerous formal and informal recreational facilities within the Lake Stevens School District. These include facilities both on and in the vicinity of District facilities.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The recreational impacts of the projects included in the CFP have been or would be addressed during project-specific design and environmental review. The proposed

projects included in the CFP, once completed, may enhance recreational opportunities and uses that exist on school sites.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Recreational impacts of the projects included in the CFP have been or would be subject to mitigation during project-specific design and environmental review. School sites provide opportunities for public use throughout the District's boundaries.

13. HISTORIC AND CULTURAL PRESERVATION

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

There are no known places or objects listed on or proposed for such registers on any sites currently being considered for projects included in the CFP. The existence of historic and cultural resources on or next to the proposed sites included in the CFP would be identified in more detail during project-specific design and environmental review.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

An inventory of historical sites at or near the sites of the projects included in the CFP would be developed during project-specific environmental review, including review of data from the Washington Office of Archaeology and Historic Preservation (OAHP)

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

If any landmarks or evidence of historic, archaeological, scientific, or cultural importance were to be discovered during project-specific review, the State Historic Preservation Officer would be contacted.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

If suspected sites are found, then archaeological monitoring would be a likely requirement of permit approval.

14. TRANSPORTATION

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on-site plans, if any.**

The impact on public streets and highways of the individual projects included in the CFP has been or would be identified during project-specific permitting, design and environmental review.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The relationship between the specific projects included in the CFP and public transit has been or would be identified during project-specific design and environmental review. The District does provide school bus service to their facilities, and the need for service has or would be evaluated during project-specific review. Community Transit facilities are located throughout the District's boundaries.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

An inventory of parking spaces located at the sites of the projects included in the CFP, and the impacts of specific projects on parking availability, have been or would be conducted during project-specific design and environmental review.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

The need for new streets or roads, or improvements to existing streets or roads has been or would be addressed during project-specific permitting, design and environmental review.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

It is unlikely that any of these modes would be used as part of any school facilities.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?**

The traffic impacts of the projects included in the CFP have been or would be addressed during project-specific design and environmental review.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Schools within this urban District will not typically be located near rural agriculture or forestry activities. Specific impacts of the projects included in the CFP would be addressed during project-specific design and environmental review.

- h. Proposed measures to reduce or control transportation impacts, if any:**

The mitigation of traffic impacts associated with the projects included in the CFP has been or would be addressed during project-specific design and environmental review. Identified mitigation would be consistent with the local permitting jurisdiction requirements for transportation mitigation and concurrency.

15. PUBLIC SERVICES

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe:**

The District does not anticipate that the projects identified in the CFP would substantially increase the need for public services. Actual needs would be evaluated at project-specific design and environmental review.

The CFP is intended to provide the District, Snohomish County, the Cities of Lake Stevens and Marysville, and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service through the year 2023. It also provides a more detailed schedule and financing program for capital improvements over the six-year period 2018-2023. The capital facilities financing plan is outlined in the CFP (Table 6-3). Funding sources include General Obligation Bonds, State Match Funds, and School Impact Fees. See *Appendix B – 2018-2023 Capital Facilities Plan*.

- b. Proposed measures to reduce or control direct impacts on public services, if any.**

New school facilities would be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems. Other measures to reduce or control impacts to public services would be identified at the project-specific level of environmental review.

16. UTILITIES

- a. Circle utilities currently available at the site:** ☒ electricity, ☒ natural gas, ☒ water, ☒ refuse service, ☒ telephone, sanitary sewer, septic system, other: _____

Electricity, natural gas, water, refuse service, and telephone are available at the sites of the projects proposed in the CFP. Sanitary sewer utilities are either available at the

sites, or the District would apply for approval of alternative sewage disposal systems/procedures. The types of utilities available at specific project sites have been or would be addressed in more detail during project-specific design and environmental review.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Utility revisions and construction have been or would be identified during project-specific environmental review when appropriate.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____
Applicant Representative

Name of signee: _____

Position and Agency/Organization: _____

Date Prepared: _____, 2018

Appendix A

Supplemental Sheet for Nonproject Actions

D. SUPPLEMENT SHEET FOR NONPROJECT ACTIONS (IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air, production, storage, or release of toxic or hazardous substances; or production of noise?

The Capital Facilities Plan (CFP) identifies school facilities to be constructed, renovated, and remodeled. There would be some environmental impacts associated with these activities. Additional impervious surfaces, such as roofs, parking lots, sidewalks, access roads, and playgrounds could increase stormwater runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school construction equipment could result in air emissions. The projects included in the CFP most likely would not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generation equipment. The District does not anticipate a significant increase in the production of noise from its facilities, with the possible exception of noise production due to short-term construction activities or the presence of additional students on a site. Construction impacts related to noise and air would be short term and are not anticipated to be significant.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or would be addressed during project-specific design and environmental review. Stormwater detention and runoff would meet all applicable County, State and/or local requirements, and may be subject to National Pollutant Discharge Elimination System (“NPDES”) permitting requirements. Discharges to air would meet applicable air pollution control requirements. Any fuel storage would be done in accordance with all applicable regulations.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The projects included in the CFP may require clearing plants off of the building sites and a loss of animal habitat. Because some sites for the remodeling and renovation projects included in the CFP are already developed, lost habitat resulting from these projects should be minimal. These impacts have been or would be addressed in more detail during project-specific design and environmental review. This would include researching the State register for any threatened or endangered species that may exist on a school site or in the vicinity.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, fish, and birds have been or would be identified during project-specific design and environmental review. The District would work directly with the permitting agency to minimize impacts and potentially provide mitigation measures for plants and animals. All applicable regulations would be satisfied. The District has incorporated many ecological programs into their curriculum.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the CFP would require the consumption of energy. The consumption would be related to short-term construction impacts as well as projects at completion.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the CFP would be constructed in accordance with applicable energy efficiency standards. This would also include the completion of the life-cycle cost analysis, as required by the State Board of Education.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The CFP and proposed individual projects would analyze these potential impacts on a project-specific level

Proposed measures to protect such resources or to avoid or reduce impacts are:

Appropriate measures to protect environmentally sensitive areas have been or would be implemented through the process of project-specific design and environmental review. Updates of this CFP would be coordinated with permitting agencies as part of the GMA process. One of the purposes of the GMA is to protect environmentally sensitive areas. The District's facilities planning process is part of the overall growth management planning process. Environmentally sensitive resources are more likely to be protected, with the extent of the District's CFP process. Future projects would comply with permitting regulations regarding environmentally sensitive areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The CFP would not have any impact on land or shoreline uses that are incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the CFP, or the projects contained therein, would directly affect land and shoreline uses in the area served by the District.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the CFP, or the projects included, are proposed at this time. To the extent the District's facilities planning process is part of the overall growth management planning process, land use impacts or conflicts should be minimized.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal should not create substantial new demands for transportation. The projects included in the CFP may create an increase in traffic near District facilities. The construction of the facilities included in the CFP may result in minor increases in the demand for public services and utilities, such as fire and police protection, and water, sewer and electric utilities. None of these impacts is likely to be significant. The impacts on transportation, public services and utilities of the projects included in the CFP would be addressed during project-level environmental review.

Proposed measures to reduce or respond to such demand(s) are:

Any proposed measures to reduce demands on transportation, public services or utilities have been or would be done at the project-specific level. Requirements of the permitting jurisdiction would be complied with, as well as a review of concurrency requirements.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The CFP would not conflict with any laws or requirements for the protection of the environment. The Washington Growth Management Act (the GMA) outlines 13 broad goals, including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070, and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

Appendix B

2018-2023

Capital Facilities Plan

INCORPORATED BY REFERENCE.

COPIES AVAILABLE FOR REVIEW BY CONTACTING LAKE STEVENS SCHOOL DISTRICT

Appendix F

Snohomish County General Policy Plan -- Appendix F

Appendix F

REVIEW CRITERIA FOR SCHOOL DISTRICT CAPITAL FACILITY PLANS

Required Plan Contents

1. Future Enrollment Forecasts by Grade Span, including:
 - a 6-year forecast (or more) to support the financing program;
 - a description of the forecasting methodology and justification for its consistency with OFM population forecasts used in the county's comprehensive plan.
2. Inventory of Existing Facilities, including:
 - the location and capacity of existing schools;
 - a description of educational standards and a clearly defined minimum level of service such as classroom size, school size, use of portables, etc.;
 - the location and description of all district-owned or leased sites (if any) and properties;
 - a description of support facilities, such as administrative centers, transportation and maintenance yards and facilities, etc.; and,
 - information on portables, including numbers, locations, remaining useful life (as appropriate to educational standards), etc.
3. Forecast of Future Facility Needs, including:
 - identification of new schools and/or school additions needed to address existing
 - deficiencies and to meet demands of projected growth over the next 6 years; and
 - the number of additional portable classrooms needed.
4. Forecast of Future Site Needs, including:
 - the number, size, and general location of needed new school sites.
5. Financing Program (6-year minimum Planning Horizon)
 - estimated cost of specific construction and site acquisition and development projects proposed to address growth-related needs;
 - projected schedule for completion of these projects; and
 - proposed sources of funding, including impact fees (if proposed), local bond issues (both approved and proposed), and state matching funds.
6. Impact Fee Support Data (where applicable), including:
 - an explanation of the calculation methodology, including description of key variables and their computation;
 - definitions and sources of data for all inputs into the fee calculation, indicating that it:
 - is accurate and reliable and that any sample data is statistically valid;
 - accurately reflects projected costs in the 6-year financing program; and
 - a proposed fee schedule that reflects expected student generation rates from, at minimum, the following residential unit types: single-family, multifamily/studio or 1-bedroom, and multi-family/2-bedroom or more.

Plan Performance Criteria

1. School facility plans must meet the basic requirements set down in RCW [36.70A](#) (the Growth Management Act). Districts proposing to use impact fees as a part of their financing program must also meet the requirements of RCW [82.02](#).
2. Where proposed, impact fees must utilize a calculation methodology that meets the conditions and tests of RCW [82.02](#).
3. Enrollment forecasts should utilize established methods and should produce results which are not inconsistent with the OFM population forecasts used in the county comprehensive plan. Each plan

should also demonstrate that it is consistent with the 20-year forecast in the land use element of the county's comprehensive plan.

4. The financing plan should separate projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects which address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.
5. Plans should use best-available information from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. District-generated data may be used if it is derived through statistically reliable methodologies.
6. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.
7. Repealed effective January 2, 2000.

Plan Review Procedures

1. District capital facility plan updates should be submitted to the County Planning and Development Services Department for review prior to formal adoption by the school district.
 2. Each school district planning to expand its school capacity must submit to the county an updated capital facilities plan at least every 2 years. Proposed increases in impact fees must be submitted as part of an update to the capital facilities plan, and will be considered no more frequently than once a year.
 3. Each school district will be responsible for conducting any required SEPA reviews on its capital facilities plan prior to its adoption, in accordance with state statutes and regulations.
 4. School district capital facility plans and plan updates must be submitted no later than 180 calendar days prior to their desired effective date.
 5. District plans and plan updates must include a resolution or motion from the district school board adopting the plan before it will become effective.
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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 13, 2018

Subject: Fees Resolution 2018-035

Contact	Kathy Pugh, City Clerk	Budget	none
Person/Department:	Russ Wright, Community Development Director Eric Durpos, Public Works Director	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt Resolution 2018-035 adjusting fees for city licenses, permits and other services.

BACKGROUND:

The city periodically adjusts fees for licenses, permits and other services by resolution to ensure city costs are appropriate.

DISCUSSION:

Staff is recommending that City Council adopt Resolution 2018-035. The following list describes the proposed fee adjustments.

Table A: Schedule of Land Use Fees

- Add a fee of \$350 for safety buoy purchase as a contribution to the Lake Safety Marker Program. This fee covers the cost of the buoy purchase and initial installation. The Police and Community Development departments will coordinate on the exact placement of the additional buoy(s) in context to the overall safety line. After the purchase, the buoy becomes the property of the city and will be maintained by the city as a component of the Lake Safety Marker Program.
- Impact fees for schools updated to conform to the adopted Lake Stevens School District Capital Facilities Plan 2018-2023. Per LSMC 14.100.050 the city must adopt the School District's Capital Facilities Plan to ensure school impact fee eligibility.

Section 11. Fire Safety Inspections Permits and Fire District Related Service Fees

- Replace current fees and tables with reformatted and adjusted fees, including the inspections fees reviewed by the City Council this fall, as requested by the Lake Stevens Fire District. Per the city's interlocal agreement with the Lake Stevens Fire District, the city administers fire fees on behalf of the district.

ATTACHED

Resolution 2018-35

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2018-35

A RESOLUTION REPEALING RESOLUTION NO. 2018-22 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution, and;

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS: Resolution No. 2018-22 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. **Fees.** Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. **Payment Due.** Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. **Late Payment Penalties.** If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. **Waivers.** Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.
- E. **Concurrent Applications.** Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. (Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	150
Lot Status Determination	150 for first two hours + 75 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	150
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040) Plan Review Fee	75
Subsequent Plan Modification Review	75/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	150 for first two hours + 75 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Review of Model Home	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	
Applicant pays actual cost charged City plus 35 Administrative fee	
APPEALS PER TITLE 14	

Action/Permit/Determination	Fee (\$)
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	15
Concession Agreement Review/Administration	150
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below)

Action/Permit/Determination	Fee (\$)
	As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
Design Review –Design Review Board	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	150 for first two hours + 75 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
FIREWORKS PERMITS	
Fireworks Display	250
Fire Works Stand	100
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Detached Single Family Residence	6,6247.235/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	3,6783.512/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip

Action/Permit/Determination	Fee (\$)
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	150
LAND DISTURBANCE	
Minor Land Disturbance Permits	375
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
Design Review Board	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Action/Permit/Determination	Fee (\$)
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200

Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	150
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
<u>Shoreline Exemption with Floodplain Development Permit</u>	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SIGN PERMITS	
Sign Permit	150+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	450
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2015 edition of the International Building Code (IBC)
 2. 2015 edition of the International Residential Code (IRC)
 3. 2015 edition of the International Mechanical Code including the 2015 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2015 National Fire Protection Association 54 (National Fuel Gas Code)
 4. 2015 edition of the Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. 2015 edition of the International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$75.00 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$75.00 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$75.00 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except ~~Groups R-3 and Group U~~

Construction Valuation		Fee
From:	To:	
Group R-3 or IRC Dwellings (regardless of valuation)		\$30
\$0	\$1,000	\$30
\$1,001	\$5,000	\$115
\$5,001	\$10,000	\$175
\$10,001	\$20,000	\$200
\$20,001	\$45,000	\$260
\$45,001	\$100,000	\$315
\$100,001	\$250,000	\$430
\$250,001	\$500,000	\$545
\$500,001	\$1,000,000	\$690
\$1,000,001	\$1,500,000	\$775
\$1,500,001	\$2,000,000	\$835
>\$2 million		\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.

Reinspection fees assessed at \$75 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$75/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$75		\$75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$75	\$75/hr (1 hr min)	\$75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$150		\$150
Re-inspection	\$75		\$75

BVD = Building Valuation Data, August 2012, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00

Mechanical Fees		Plumbing Fees	
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00

Mechanical Fees		Plumbing Fees	
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: <ul style="list-style-type: none"> Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime Each dog or cat neutered or non-neutered, lifetime Senior Citizen (defined as being 62 years of age or older) owners, lifetime Service and guide dogs, lifetime Duplicate license for lost or destroyed dog/cat tag Duplicate license - Senior Citizen owners and Service/Guide Dogs Other Code Violations: <ul style="list-style-type: none"> First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. 	<p>Free</p> <p>20</p> <p>Free</p> <p>Free</p> <p>4</p> <p>Free</p>
Impound Fees for Cost Recovery: <ul style="list-style-type: none"> Dogs and cats (at police kennel) Animals Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred. 	<p>25</p> <p>30</p> <p>Varies</p>
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Boat Launch Parking Fees and Fine:	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid within 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works :	Refer to current billable rate schedule
Hourly Rate for Service for Non-profits	
Hourly Rate for Service for others (includes a 15% administrative fee)	
Business Licenses:	
- Non-refundable Adult Entertainment (Cabaret) application Fee	100
- Adult Entertainment (Cabaret) Establishment (annual)	500
- Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual)	50/person
- Business License Registration – Application	40
- Business License Registration – Annual Renewal	25
- Temporary business license	40
- Renewal	5
- Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.)	75 for the 1 st three employees, and \$10 for each additional employee
- Live music and/or dance entertainment (annual)	50
- Games (annual)	50
- Pawnbroker and Second Dealers (annual)	500
- Washington State Department of Licensing's Master License Service	Currently New Application \$15 Renewal \$9
- Business license handling fee (fees shall be automatically amended by the State)	
Duplication of Public Records: (postage/delivery costs extra)	
- In-house Copying of City documents for the public.	For all records duplication and/or transmission, first \$5 cumulative waived
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	10¢ per gigabyte
- In-House duplication of City documents to CD, such as	Actual Cost
• Comprehensive Plan, Lake Stevens Municipal Code Title 14,	
• Urban Design Standards, Engineering Design and Development Standards, etc.	

Permit/Action	Fee or Fine (\$)
<ul style="list-style-type: none"> - Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" - Special requests for plotted maps, aerials, plans, etc. (each) - Audio recordings of meetings: <ul style="list-style-type: none"> • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record 	<p>Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)</p> <p>Actual Cost to reproduce; requestor may arrange to pay outside vendor directly</p> <p>\$2</p> <p>\$6</p> <p>\$12</p> <p>\$1/tape/disc Actual cost to reproduce</p> <p>40¢</p> <p>\$5 for 1st Page and \$1 each after the 1st Page</p>
Dishonored Check Fine (in payment of City services)	\$35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee \$110 Execution Fee \$35
Under Age 16	Passport Fee \$80 Execution Fee \$35
Passport Photos	\$16.00/set including sales tax
Technology Fee	A technology fee of three (3) percent will be assessed on each building and land use permit issued.

Section 8. Community Center and Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Community Center	
*Local users – see definition below	\$10/ hour or \$60/day
Non-local users	\$15/hour or \$90/day
**Non-Profit Community Interest Groups - see definition below	\$5/hour
Public utilities and any instrumentality of the United States, State of Washington, or political subdivision thereof with respect to the exercise of governmental functions	Free
Key Replacement Fee	\$25
Facilities	
Athletic Fields	
Youth Sports	\$20 per every 2hrs
Adult Sports	\$30 per every two hours
Eagle Ridge Community Garden bed rental	\$40 annually

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.
6. No animals other than service animals will be permitted inside facilities without consent of the City Clerk or designee.
7. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. Lundeen Park Shelter Fees. Fees for the rental of Lundeen Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Lundeen Park Shelter Rental Fees

	Group Size	Number of shelters	Rate
Lundeen Park Shelter Pricing	1-50	1	\$ 60 <i>Non-refundable reservation fee</i> + \$ 7 <u>\$ 67</u>
	1-100	2	\$ 120 <i>Non-refundable reservation fee</i> + \$ 7 <u>\$ 127</u>

Maximum of 50 people per shelter.
Reservation Fee is Non-Refundable unless cancelled by the City of Lake Stevens

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per ESU
<u>Residential and Multifamily Residential with Five or Fewer Units¹</u>	NA	\$220
<u>All Other Customers, Including Commercial and Multifamily Residential with Six or More Units</u>	3,000 square feet	\$220
<u>Undeveloped²</u>	NA	No Charge
<u>State Highways</u>		Set in accordance with RCW 90.03.525
<u>Low Income Senior or Disabled Exemption</u>		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class	Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot	NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot	NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in

- addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
 5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Annual Fire Inspection Fees and Fire Department Related Service fees. Fees for fire inspection and Fire Department related Services fees shall be as listed in Table J below.

Table J: ANNUAL FIRE INSPECTION

AND FIRE DEPARTMENT RELATED SERVICE FEES

TABLE A — ANNUAL FIRE INSPECTION FEE			
Building size In square feet	FEE		
	B, M, R	A, E, LC, R	F, H, I, S Occupancies
0-1000	\$45	\$75	\$95
1,001-2,500	\$65	\$105	\$165
2,501-5,000	\$95	\$155	\$245
5,001-7,500	\$115	\$185	\$285
7,501-10,000	\$125	\$195	\$300
10,001-12,500	\$145	\$230	\$315
12,501-15,000	\$165	\$275	\$330
15,001-17,500	\$175	\$295	\$345
17,501-20,000	\$190	\$310	\$365
20,001-30,000	\$215	\$350	\$375
30,001-40,000	\$230	\$375	\$385
40,001-50,000	\$245	\$400	\$400
50,001-60,000	\$260	\$425	\$425
60,001-70,000	\$275	\$450	\$450
70,001-100,000	\$300	\$475	\$475
100,001-150,000	\$350	\$500	\$500
150,001-200,000	\$400	\$525	\$525
OVER 200,000	\$450	\$550	\$550
REINSPECTION FEES			
For uncorrected violations at time of first re-inspection			\$25
For uncorrected violations at time of second re-inspection			\$50
SPECIAL INSPECTION FEES			
Riser system Re-testing			\$58 each
Fuel storage tank abandonment			\$58.00 each
Alarm System re-testing			\$58.00 each
SPECIAL EVENT PERMIT FIRE INSPECTIONS			

During regular business hours	\$115
After regular business hours/weekends	\$69/hour of actual
PYROTECHNIC FIREWORKS	
Retail fireworks	\$115
Wholesale fireworks	\$115

FIRE DEPARTMENT RELATED SERVICE

Table B --- SPECIAL ASSEMBLY PERMITS(IFC 105.6.43)	
Temporary Membrane Structures, Tents & Canopies	
(See IFC 105.6.43& IFC 24)	
Duration / Commercial Use	Fee:
< 3 days	No Fee
4 to 180 days	\$58
Temporary Assembly	
For <99 people	\$58
For >100 people	\$115
Table C --- EXPLOSIVES (105.6.15)	
Retail Fireworks Stand	
Retail Sales -- Wood Stand	included in Fireworks Permit fee
Retail Sales -- Tent	included in Fireworks Permit fee
Must meet requirements of Table B, but no additional fees required.	
Public Display	
Licensed Pyrotechnic Operators Only	\$115
Temporary Storage	\$173

Table D — NFPA 72 FIRE ALARM SYSTEMS 105.7.4		
Comprehensive Fees for Permit, Review & Inspection		
Tenant Improvement or System Modification		
Number of Devices* From: _____ To: _____		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 431
101	200	\$ 546
>200		\$575 plus \$58 per 100 additional devices (prorated)
New System		
Number of Devices* From: _____ To: _____		Fee:
1	100	\$403
101	200	\$546
>200		\$575 plus \$58 per 100 additional devices (prorated)
In addition to device* fees shown, the following fees also apply:		
FACP and/or Transmitter		
Replaced		\$144
New		\$230
Note: All Central Station Monitoring must be UL or FM listed.		
*Devices include separate individual portions of a Fire Alarm System such as: Initiation Devices, Notification Appliances, Flow Switches, Supervisory Switches, Magnetic Door Hold-Open devices, Remote Annunciators, Pull Stations, Beam Detectors (each piece is one device), and other such devices.		

Table E — FIRE SPRINKLER SYSTEMS (105.7.1, 105.7.11, 105.7.4)		
Tenant Improvement or System Modification (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: _____ To: _____		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
24	40	\$ 345
44	100	\$ 460
101	200	\$ 546
201	300	\$ 661
>300		\$690 plus \$58 per 100 additional devices (prorated)
New System (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: _____ To: _____		Fee:
1	100	\$431
101	200	\$546
201	300	\$690
>300		\$710 plus \$58 per 100 additional devices (prorated)
NFPA 13-D (RESIDENTIAL)		
Number of Sprinklers:		Fee*:
1 to 10		\$ 201
11 to 25		\$ 259
26+		\$ 316
*Non required NFPA 13-D Systems Fee 50% of listed fees for voluntary installations		
Hood Suppression Systems		

Type of System:	Fee:
Pre Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE & COMBUSTIBLE LIQUIDS (105.7.6) AND LP GAS (105.7.9)	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	
< 500 Gallons	\$115
>= 500 Gallons	\$230
>= 1000 Gallons	\$575
LP Gas System	\$86
Table H -- SPRAY BOOTHS (105.7.11) AND INDUSTRIAL OVENS (105.7.8) Note: Separate Sprinkler Permit Required under Table E	

NOT SUBJECT TO TABLE A FEES	
SPRAY BOOTHS Type:	Fee:
Pre-Engineered w/ documents	\$ 173
Site-Built or used w/o documents	\$ 288
INDUSTRIAL OVENS	\$ 288
Table I -- ANNUAL BUSINESS INSPECTION FEES	
1 st Inspection	In accordance with LSMC 2.52
Table J -- MISCELLANEOUS FEES	
Work Begun or Completed before Permit Issuance	Permit Fees Triple / No inspections until paid
After Hours Inspection (Regular Inspection Hours: 7:30am to 3:30pm)	\$86 per hour / 1 hour minimum
Firefighter Fire Watch or Standby	\$75 per hour / per firefighter 2-hour minimum per firefighter
Fire Flow Determination	\$115
Re-Inspection Fee for each inspection after the 3rd site visit, or as required by the fire code official.	\$86
Fees may be reduced by the fire code official for small or short duration projects. Note: \$25 of each fire permit issued is retained by the permit department as an administrative fee. The remainder of the fees listed is remitted to the Fire Department. "Additional plan review required by changes, additions or revisions to plans \$58.00 per hour." Outside Consultant Review: Actual Costs plus 10% (Fire Marshal Review Fee)	
TABLE K -- OPERATIONAL PERMITS	
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes which may produce conditions hazardous to life or property.	
An Operational Fire Permit is required prior to engagement in the activities, operations, practices or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed annually before expiration.	
Unless otherwise indicated, Operational Permit Fees are \$100 each. If more than one permit is required for a single occupancy, all permits shall be issued under a single permit fee in the amount of \$150.	
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event or will not be considered.	
Permit Type:	Required for:
Aerosol Products	Level 2 or 3 in excess of 500 lbs

Amusement buildings	Operation of a special amusement building
Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or aircraft fuel servicing vehicles
Carnivals & Fairs	Conducting a carnival or fair
Battery Systems	Installing or using lead-acid battery systems w/ a liquid capacity > 50 gallons
Cellulose Nitrate film	Storing, handling or using cellulose nitrate film in a Group A occupancy
Combustible Dust	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2 of the IFC
Combustible Fibers	Storage and handling of combustible fibers in excess of 100 cubic feet (Agricultural storage exempt)
Compressed Gases	Storage, use or handling at normal temperature and pressure of compressed gases in excess of quantities listed in IFC 105.6.8 (compressed gas-fueled vehicles exempt)
Covered Mall Buildings	1. Placement of retail fixtures or displays, concession equipment, displays of highly combustible goods and similar items in the mall. 2. Display of liquid or gas-fired equipment in the mall. 3. The use of open flame or flame-producing equipment in the mall.
Cryogenic Fluids	Production, storage, transport on-site, using, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.
Cutting and Welding	Cutting or welding operations within the jurisdiction
Dry Cleaning Plants	Engaging in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment
Exhibits and Trade Shows	Operating an exhibit or trade show
Explosives	The manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects within the scope of IFC 33
Flammable and Combustible Liquids	See WAC 51-54-0100, 105.6.16
Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids
Fruit and Crop Ripening	Operating a fruit, or crop ripening facility or conducting a fruit ripening process using ethylene gas.

Fumigation and Thermal Insecticidal Fogging	Operating a business of fumigation or thermal insecticidal fogging and to maintaining a room, vault or chamber in which a toxic or flammable fumigant is used.
Hazardous Materials	Storage or Use in excess of quantities shown in Table 105.6.20.
High-piled Storage	Using a building or portion thereof as a high-piled storage area exceeding 500 square feet (46 m ²)
Hot Work Operations	Hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire code official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.
Industrial Ovens	Operation of industrial ovens regulated by IFC 24
Lumberyards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet (8,333 ft ³) (236 m ³)
Liquid- or gas-fueled vehicles or equipment in assembly buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings
LP Gas	1. Storage and use of LP gas Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. 2. Operation of cargo tankers that transport LP gas.
Magnesium	Melting, casting, heat treating or grinding more than 10 pounds (4.54 kg) of magnesium
Miscellaneous Combustible Storage	Storing in any building or upon any premises in excess of 2,500 cubic feet (71 m ³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material
Open Burning	Contact Fire District Directly at 425.334.3034
Open Flames and Torches	Removing paint with a torch; or using a torch or open flame device in a hazardous fire area
Open Flames and Candles	Using open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments
Organic Coatings	Any organic coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day
Places of Assembly	Operating a place of assembly

Pyrotechnic special effects material	Use and handling of pyrotechnic special effects material
Pyroxylin Plastics	Storage or handling of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastics
Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by IFC 6
Repair garages and motor fuel dispensing facilities	Operation of repair garages and automotive, marine and fleet motor fuel dispensing facilities
Rooftop Heliport	Operation of a rooftop heliport
Spraying and Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by IFC 15
Storage of scrap tires and tire byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71m3) of total volume of scrap tires and for indoor storage of tires and tire byproducts
Temporary Membrane Structures, Tents & Canopies	The fees for this permit are in Table B. An operational permit is not required — but a construction permit is required under Table B.
Tire rebuilding Plants	Operation and maintenance of a tire rebuilding plant
Waste Handling	Operation of wrecking yards, junk yards and waste material handling facilities
Wood products	Storing chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3)

PASSED by the City Council of the City of Lake Stevens this 18th day of December 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

December 18, 2018

Subject: Professional Services Agreement with Epic Land Solutions

Contact	Russ Wright, Director	Budget	\$37,869.22
Person/Department:	Community Development	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Professional Services Agreement with Epic Land Solutions in an amount not to exceed \$37,869.22.

SUMMARY/BACKGROUND: The city is acquiring property adjacent to North Cove Park, commonly known as the Williams' property, for inclusion in North Cove Park, which will be built out as part of the expanded park project. The Williams' property contains several rental units with residential tenants renting and living on the property.

Staff evaluated proposals from three firms for relocation assistance services to assist the city with developing a comprehensive relocation policy and providing direct relocation assistance to those tenants who will be displaced by the expansion of North Cove Park. Two firms were interviewed. Based on the proposal and interview, staff recommends Epic Land Solutions for consideration to manage this project.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$37,869.22

ATTACHMENTS:

- Exhibit A: Professional Services Agreement with Epic Land Solutions

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND EPIC LAND SOLUTIONS, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Epic Land Solutions, Inc., a Washington corporation, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Right of Way Relocation Services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, June 30, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

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

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

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

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

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

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

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

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a 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 Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an 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 coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

k. **Subcontractors' Insurance.** 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, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$37,869.22 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425.622.9400

To the Consultant:

Epic Land Consultants, Inc.
Attn: Dianna Nausley
8541 Horizon Lane SE
Olympia, WA 98501
Telephone: 360.350.4786

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

V.10 COUNTERPARTS AND SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

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

DATED this _____ day of December, 2018.

CITY OF LAKE STEVENS

EPIC LAND CONSULTANTS, INC.

By: _____
John Spencer, Mayor

By: _____
Dianna Nausley, Regional Manager

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Epic Land Solutions, Inc.

Puget Sound Regional Office
8541 Horizon Lane SE
Olympia, WA 98501
Main (360) 350-4786
epicland.com

EXHIBIT A

December 10, 2018

Mr. Brett Vinson
Weed, Graafstra & Associates, Inc. P.S.
110 Cedar Ave, Ste 102
Snohomish WA 98290
Phone: (360)568-3119
Email: brettv@snohomishlaw.com

Via email to Brett Vinson & Russ Wright

Mr. Russ Wright, Community Development Director
City of Lake Stevens/Planning and Community Development
1812 Main Street/PO Box 257
Lake Stevens, WA 98258
Phone (425)212-x3315
Email: rwright@lakestevenswa.gov

RE: Revised Right of Way Scope of Work for City of Lake Stevens Downtown Subarea Plan – North Cove Park Relocation Project

Dear Brett and Russ:

Epic Land Solutions, Inc. (“Epic”) is pleased to work with City of Lake Stevens on the relocations on your Downtown Subarea Plan – North Cove Park Relocation Project. This letter confirms our commitment to provide relocation services for this project, as well as outlines our scope of work and fee proposal. We appreciate your interest in Epic, and look forward to working with you to serve the relocation consulting needs of the City of Lake Stevens.

SCOPE OF WORK

Epic understands that the City is anticipating relocation services tasks that are required to complete your North Cove Park Project. Relocations are required for 2 affected parcels that will result in the following displacements:

- Ten (10) Residential Tenants

Epic’s Project Manager, Dianna Nausley, will enable the City’s project goals by managing these services from start to finish. We anticipate that the key tasks and deliverables for this project will include:

1. Relocation Services Project Management
2. Relocation Policy Development
3. Relocation Assistance Services

1. Right of Way Services Project Management

Epic will interface with the City and its partners to manage the scope of the relocation services necessary for this project. Epic will prepare and maintain a detailed project schedule and provide periodic progress reports to the City. We will ensure the right of way process has been followed in accordance with the relocation policy developed by the City for this project. Project management services includes meetings, relocation project guidance, file maintenance, status reports, file close out, and budget tracking/analysis.

2. Relocation Policy Development

Epic will work with the City to develop a comprehensive relocation policy for the project setting forth schedules of services and payments available to displaced persons on the North Cove Park Project. Epic will participate in brainstorming sessions, take the lead on policy development, provide recommendations/solutions to anticipated relocation issues, and set up fee schedules for relocation benefits. Upon completion, Epic will submit the policy to the City for final review and approval.

3. Relocation Assistance Services

Epic will provide relocation services necessary for the City to perform this project in accordance the Relocation Policy developed for this project. For this proposal, it is assumed that two (2) properties are impacted which will result in (10) tenant displacements. Epic will compute and deliver relocation entitlements to property owners and tenants.

Approach to relocation assistance services:

- Prepare and maintain electronic and hard copy relocation files.
- Track and update relocation right of way schedule milestones.
- Interview potential displaced tenants.
- Search surrounding area for available rentals for displaced persons and provide list of available replacement rentals in the area per displacee needs.
- Act as agents of the City in providing relocation advisory services which include:
 - Preparation and delivery of relocation benefits and move notice.
 - Preparation of Residential Move schedule or bids solicitation.
 - Obtaining and analyzing move estimates as needed.
 - Delivering relocation entitlements per the City's relocation policy for this project.
- Monitor actual relocation of displacee from displacement sites.
- Process relocation payments through the City.
- Transmit completed relocation files to the City.
- Coordinate with City's Property Management Team on vacate inspections, photographs of premises and document condition of property.

PROJECT TIME FRAME

We acknowledge that the City's project will be executed within an aggressive time frame. Our staff has the availability to start the relocation process immediately. It is anticipated that once the City issues the NTP the work can be completed within three (3) months.

COST PROPOSAL

Real Estate Services Task	Total Cost Per Task
1. Right of Way Services Project Management	\$ 5,822.28
2. Relocation Policy Development	\$ 7,2964.14
3. Relocation Services – 10 displacements	\$ 22,250.80
Sub Total	\$ 35,369.22
Other Direct Costs	Total Cost
Mileage/Travel Expenses/Tolls	\$ 2,000.00
Postage/Overnight Packages	\$ 200.00
On-line Data services	\$ 300.00
Sub Total	\$ 2,500.00
Total Cost	\$ 37,869.22

Fees will be billed based on time and expense. Invoices for hourly charges, supported by description of work, and for reimbursable costs, supported by copies of original bills, invoices, expense account and other miscellaneous supporting data, shall be submitted monthly.

ASSUMPTIONS

- Monthly invoices for actual time and expense will be provided.
- Mileage at IRS allowable rate.
- Assumes no federal funding in project.
- Assumes project has no delays and that scope can be completed within three (3) months from NTP.
- If the NTP is received after 30 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.
- Fees and hourly billing rates are valid for 120 days.
- Assumes three (3) client meetings, monthly status report preparation, and related tasks.
- Assumes no Relocation Plan since there is no federal funding.
- Assumes ten (10) residential tenant displacements. Any additional relocations beyond the five (5) single-family residences, one (1) four-plex structure, and one (1) duplex will require a scope change.
- Relocation appeal support not included.
- Agents will be responsible for assisting displaced persons in submitting claims, claims monitoring, additional relocation services after vacation of the site, making sure relocation payments have been made to any displacee, and closing of all relocation files.
- At the end of the project (properties vacated, and relocation payments made) all relocation files will be submitted by the agent to the project manager with all original documents.

TEAM QUALIFICATIONS

Resume for Project Manager included as Attachment "A".

CLOSING

If you have any questions, please don't hesitate to contact me at (360) 350-4786 or dnausley@epicland.com. We look forward to working with you and the City of Lake Stevens on this and future opportunities.

Sincerely,

EPIC LAND SOLUTIONS, INC.

Dianna Nausley

Dianna Nausley, SR/WA, R/W-RAC
Regional Manager

Attachment "A"

Dianna Nausley, SR/WA, R/W-RAC, Project Manager

Years of Experience: 28

Years with Firm: 1

Education: A.A., Business Administration, Tacoma Community College

Registration: SR/WA (#6625) and R/W-RAC, International Right of Way Association (IRWA)

Industry Coursework: WSDOT No-ROW-Verification Course Administrative Settlement eLearning Course; WSDOT ROW and NEPA Integration Course; WSDOT Basic Acquisition Policies Course; WSDOT Appraisal Scoping and ROW Certifications; IRWA 801 - United States Land Titles; IRWA 800 – Principles of Real Estate Law; IRWA 506 – Advanced Business Relocation Assistance; IRWA 505 – Advanced Residential Relocation Assistance (PE) ; IRWA 504 – Computing Replacement Housing Payments (PE) ; IRWA 502 – Non-Residential Relocation Assistance (PE); IRWA 501 – Residential Relocation Assistance (PE) ; IRWA 303 – Managing the Consultant Process (PE) ; IRWA 205 – Bargaining Negotiations; IRWA 201 – Communications in Real Estate Acquisition (PE) ; IRWA 200 – Principles of Real Estate Negotiation; IRWA 103 – Ethics and the Right of Way Profession; IRWA 100- Principles of Land Acquisition



Biography

Dianna Nausley carries nearly three decades of experience at WSDOT as a Local Programs Right of Way Manager and Relocation Assistance Program Manager. Dianna has reviewed and approved right of way projects throughout the state and is an expert on all aspects of the right of way and relocation process in Washington.

Relevant Experience

WSDOT Local Programs Right of Way Manager: Dianna's most recent experience as the statewide Local Programs Right of Way Manager at WSDOT has provided visibility and experience with federally-funded right of way projects throughout Washington. She was responsible for review and signing off on all projects before forwarding to FHWA for approval. Along with her staff, Dianna provided oversight, training and technical guidance to local agencies. She established policies and procedures for the WSDOT right of way program, and responded to legislative bill analysis.

WSDOT Relocation Assistance Program Manager: From 2002 to 2015, Diana served as Relocation Assistance Program Manager. In this role, she provided oversight of all relocation assistance matters on WSDOT and Local Agency projects that had federal financial assistance from FHWA. Dianna developed and implemented necessary policy and guidance of relocation issues and training related to relocation assistance. She managed the Relocation Assistance Business Plan and had 100% completion of PMPs. She served as a committee member for the rewrite of the National Highway Institute Residential Relocation Course, implemented new legislation for reestablishment expenses in 2005 and developed and incorporated the new Personal Property Only section for ROW Manual.

WSDOT Right of Way Agent 3 – Relocation Specialist: Dianna's relocation assistance experience at WSDOT began with providing relocation assistance to displaced persons, including businesses, farms, non-profits and residential (single- and multi-family dwellings) properties. Dianna's services included relocation plan preparation; personal interviews; notice preparation and delivery; replacement housing research and inspections (Decent, Safe and Sanitary); moving inventory preparation, bids and monitoring; files and payment processing for a large LPA relocation project. She provided relocations and reviews for the SR 509 project.

WSDOT Right of Way Agent 2 – Negotiations/Title: In under two years in this position at WSDOT, Dianna negotiated over 90 complex parcels needed for right of way acquisition for Local Public Agencies and special

Relocation Services
Scope of Work for City of Lake Stevens Downtown Subarea- North Cove Park Project

projects. The services she managed including preparing legal documents and legal descriptions, title review, and title checks for Property Management surplus property disposal packages.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 18, 2018

Subject: Appoint Liaisons to Senior Center

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Appoint up to two Councilmembers to serve as liaisons to the Senior Center for 2019.

SUMMARY/BACKGROUND: The Mayor is currently the City representative to the Senior Center. The Senior Center and City are working together to maximize and improve services provided by the Senior Center to seniors in the community and greater Snohomish County. It is Staff's recommendation that Council appoint two representatives to provide additional interfacing and communication between the City and the Senior Center for calendar year 2019. The Senior Center Board meets on the second Tuesday of each month at 9:30 a.m.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: N/A