



## **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.*

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### **CITY COUNCIL SPECIAL MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 – 22<sup>nd</sup> Street NE, Lake Stevens**

**Tuesday, December 17, 2019 – 7:00 p.m.**

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

<b>CALL TO ORDER</b>	7:00 p.m.	Mayor
<b>PLEDGE OF ALLEGIANCE</b>		Mayor
<b>ROLL CALL</b>		
<b>APPROVAL OF AGENDA</b>		Council President
<b>OATH OF OFFICE</b>	A Incoming Mayor Brett Gailey B Incoming Councilmembers Shawn Frederick, Anji Jorstad, Mary Dickinson and Position #6	City Clerk/or Notary Public
<b>GUEST BUSINESS</b>	Rotary of Lake Stevens Donation	
<b>CITIZEN COMMENTS</b>		
<b>COUNCIL BUSINESS</b>		Council President
<b>MAYOR'S BUSINESS</b>		
<b>CITY DEPARTMENT REPORT</b>	Update	
<b>CONSENT AGENDA</b>	*A 2019 Vouchers *B City Council Workshop Meeting Minutes of December 3, 2019 *C Resolution 2019-23 Accepting Donation from Lake Stevens Rotary *D Catherine Creek Park Lease Agreement *E Ordinance 1078 Amending LSMC 2.29 and 2.56 re Arts Commission and Parks Planning Board	Barb Kathy Jill/Russ Jill M. Jill M.

**Lake Stevens City Council Special Meeting Agenda**

**December 17, 2019**

- |    |   |      |
|----|---|------|
| *F | Interlocal Agreement with Snohomish County<br>re Wyatt Park Transfer          | Jill |
| *G | Reaffirm Adoption of Resolution 2019-17 re<br>Costco Development Agreement    | Russ |
| *H | Lease Agreement with State of Washington re<br>Office Space for Senator Hobbs | Gene |

**PUBLIC HEARING:**

**ACTION ITEMS:**

- |                          |    |                       |      |
|--------------------------|----|-----------------------|------|
| <b>DISCUSSION ITEMS:</b> | *I | Land Use Code Updates | Russ |
|--------------------------|----|-----------------------|------|

**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.**

BLANKET VOUCHER APPROVAL  
**2019**

Payroll Direct Deposits	12/10/2019	\$223,464.01
Payroll Checks	49239-49240	\$3,284.65
Electronic Funds Transfers	ACH	
Claims	49241-49304	\$808,102.35
Void Checks		
Total Vouchers Approved:		\$1,034,851.01

**This 17th day of December 2019**

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

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Councilmember

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Councilmember

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Councilmember

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Councilmember



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Total for Period
<b>\$808,102.35</b>

Checks to be approved for period 12/05/2019 - 12/11/2019

**Vendor: A Worksafe Service Inc**

**Check Number: 49241**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
283116	12/11/2019	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Drug Screening	\$55.00
					<b>\$55.00</b>

**Vendor: Ace Hardware**

**Check Number: 49242**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65001	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Keys	\$2.71
					<b>\$2.71</b>

**Vendor: Amazon Capital Services**

**Check Number: 49243**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1KQ1-CQ7J-D944	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammo Crate	\$31.59
1XNN-L4H9-KPXF	12/11/2019	001 008 521 20 31 02	LE-Minor Equipment	Hard Hat	\$20.28
					<b>\$51.87</b>

**Vendor: Amazon Capital Services**

**Check Number: 49244**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1HX3-XRN9-VG93	12/11/2019	001 006 518 80 31 00	IT-Office Supplies	Desktop External Hard Drive	\$132.97
					<b>\$132.97</b>

**Vendor: Beazizo**

**Check Number: 49245**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010520 BEAZIZO	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SLI Training/Spokane - J Beazizo	\$333.00
					<b>\$333.00</b>

**Vendor: Brooks**

**Check Number: 49246**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010520 BROOKS	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SLI Training/Spokane - R Brooks	\$333.00
					<b>\$333.00</b>

**Vendor: Business Card**

**Check Number: 49247**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BEAZIZO 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Chest Rig X Harness	\$168.45
BEAZIZO 1219	12/11/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	onX Hunt Premium Annual Membership	\$25.00
BEAZIZO 1219	12/11/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case 2018-25426	\$144.00
BEAZIZO 1219	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Parking Fees - Dawson Place Luncheon Snohomish County	\$4.00
BRAZEL 1219	12/11/2019	001 002 513 11 43 00	AD-Travel & Meetings	Meal - Nov 2019 MAG Meeting Snohomish	\$12.77
BRAZEL 1219	12/11/2019	001 002 513 11 49 01	AD-Miscellaneous	WWCPA Certificate Renewal - Brazel	\$20.00
BRAZEL 1219	12/11/2019	001 002 513 11 49 01	AD-Miscellaneous	ICMA Membership - Brazel	\$1,400.00

BRAZEL 1219	12/11/2019	001-013-518-20-32-00	GG-Fuel	Fuel PW41	\$42.66
BROOKS 1219	12/11/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Canine Dog Food	\$53.94
BROOKS 1219	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Traffic Cones	\$1,531.99
DREHER 1219	12/11/2019	001 005 517 90 41 00	HR-Wellness Program	Wellness Committee Turkey Bowl Meal	\$526.40
DREHER 1219	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Patriotic Slotted Stars/Patriotic Table Runner	\$99.06
DREHER 1219	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Cards	\$3.80
DREHER 1219	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Cards	\$3.80
DREHER 1219	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Felt Tips Pens	\$18.29
DREHER 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Training Cuffs	\$219.19
DREHER 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Latex Gloves	\$210.84
DREHER 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Gym Mats	\$1,170.66
DREHER 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Training Cuffs/Cuff Peerless Hinged	\$195.00
DREHER 1219	12/11/2019	001 008 521 20 42 00	LE-Communication	Postage - Mailed Earpiece to Beazizo in California	\$3.78
DREHER 1219	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Basic Collision Training - A Bryant	\$543.75
DREHER 1219	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Leadership Training Seattle - J Barnes	\$420.98
DREHER 1219	12/11/2019	001 008 521 20 49 00	LE-Dues & Memberships	FBI-LEEDA Membership - Dyer	\$50.00
DREHER 1219	12/11/2019	001 008 521 21 43 00	LE-Boating-Travel & Per Diem	Credit Adv Boating Training/Tallahassee FL - Carter	(\$44.81)
DREHER 1219	12/11/2019	001 008 521 40 49 01	LE-Registration Fees	Training Successful Prosecution of Animal Abuse Cases - Brooks	\$25.00
DREHER 1219	12/11/2019	001 008 521 50 30 00	LE-Facilities Supplies	Kleenex	\$32.70
DURPOS 1219	12/11/2019	001 005 517 90 41 00	HR-Wellness Program	Wellness Turkey Bowl Supplies	\$330.12
DURPOS 1219	12/11/2019	001 007 571 00 30 00	PL-Park & Recreation	Winterfest Ornaments	\$587.82
DURPOS 1219	12/11/2019	001 010 576 80 31 00	PK-Operating Costs	Latches for Lundeen Restrooms	\$66.09
DURPOS 1219	12/11/2019	001 010 576 80 31 00	PK-Operating Costs	Backflow Tests 20th St Ball Park/Lundeen Park	\$165.00
DURPOS 1219	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	PS Clean Air Permit - 9208 21st St SE	\$65.00
DURPOS 1219	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	PS Clean Air Permit - 9106 20th ST SE	\$65.00
DURPOS 1219	12/11/2019	101 016 543 30 43 00	ST-Travel & Meetings	Meal for All PW Staff Training	\$129.47
DURPOS 1219	12/11/2019	101 016 543 30 43 00	ST-Travel & Meetings	Bargaining Lunch	\$16.64
DURPOS 1219	12/11/2019	101 016 543 30 43 00	ST-Travel & Meetings	Bargaining Lunch with Consultant	\$16.69
DURPOS 1219	12/11/2019	410 016 531 10 43 00	SW-Travel & Meetings	Meal for All PW Staff Training	\$129.47
DURPOS 1219	12/11/2019	410 016 531 10 43 00	SW-Travel & Meetings	Bargaining Lunch with Consultant	\$16.69
DURPOS 1219	12/11/2019	410 016 531 10 43 00	SW-Travel & Meetings	Bargaining Lunch	\$16.64
DURPOS 1219	12/11/2019	410 016 531 10 49 00	SW-Miscellaneous	WCPA Annual Certification Renewal - Durpos	\$45.00
DURPOS 1219	12/11/2019	410 016 531 10 49 00	SW-Miscellaneous	2020 Waterworks Certification Renewal - Durpos	\$42.00
DYER 1219	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - WASPC Conference - Dyer	\$515.96
ESHLEMAN 1219	12/11/2019	001 010 576 80 31 00	PK-Operating Costs	Tree Ornaments	\$175.57
ESHLEMAN 1219	12/11/2019	001 010 576 80 45 00	PK-Equipment Rental	Manlift Diesel Rental	\$2,960.62
ESHLEMAN 1219	12/11/2019	101 016 542 30 45 00	ST-Rentals-Leases	Manlift Diesel Rental	\$2,960.63
GOOD 1219	12/11/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	SCC Membership Meeting - Daughtry	\$45.00
GOOD 1219	12/11/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	SCC Membership Meeting - Welch	\$45.00
GOOD 1219	12/11/2019	001 005 518 10 49 02	HR-Employee Recognition	Credit Picture Frame - Spencer Retirement	(\$14.39)
GOOD 1219	12/11/2019	001 005 518 10 49 02	HR-Employee Recognition	Picture Frame - Spencer Retirement	\$16.34
GOOD 1219	12/11/2019	001 005 518 10 49 02	HR-Employee Recognition	Signature Mat - Spencer Retirement	\$5.11
MINER 1219	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Utility Tubs	\$50.12
PUGH 1219	12/11/2019	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	\$5.44
PUGH 1219	12/11/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration Elected Officials Essentials - S Frederick	\$45.00
PUGH 1219	12/11/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration Elected Officials Essentials - Jorstad/Dickinson	\$90.00
PUGH 1219	12/11/2019	001 005 518 10 49 02	HR-Employee Recognition	Plaques - Employee Recognition	\$574.75

PUGH 1219	12/11/2019	301 016 595 30 60 02	Village Access	Recording of Easement - Frontier Village	\$108.50
STEVENS B 1219	12/11/2019	001 003 514 20 43 00	CC-Travel & Meetings	Flight - 2020 LF Empower Conf/Long Beach - A Crim	\$121.05
STEVENS B 1219	12/11/2019	001 004 514 23 43 00	FI-Travel & Meetings	Flight - 2020 LF Empower Conf/Long Beach - A Crim	\$121.06
UBERT 1219	12/11/2019	001 008 521 20 31 02	LE-Minor Equipment	Family Pack of CPR Manikins with Feedback	\$619.06
UBERT 1219	12/11/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis Nov 2019	\$163.50
WRIGHT 1219	12/11/2019	001 007 558 50 41 03	PL-Advertising	Postcard Mailers BAT Lanes Open House	\$339.53
WRIGHT 1219	12/11/2019	001 007 558 50 41 03	PL-Advertising	Postcard Mailers BAT Lanes Open House	\$339.53
WRIGHT 1219	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Vinje	\$53.11
WRIGHT 1219	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Talon Ridge Final Plat	\$30.95
WRIGHT 1219	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Toll Estate PH	\$63.11
WRIGHT 1219	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Costco PH	\$31.60
WRIGHT 1219	12/11/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Parking Fees - Snohomish County Meeting	\$7.00
WRIGHT 1219	12/11/2019	001 007 571 00 30 00	PL-Park & Recreation	Credit - Assorted Candy - Harvestfest	(\$255.84)
					<b>\$17,790.19</b>

**Vendor: Rick Carlson**  
**Check Number: 49248**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
112719 ALLPHASE	12/11/2019	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - 40 Trees Layton MAP	\$34,880.00
					<b>\$34,880.00</b>

**Vendor: CDW Government Inc**  
**Check Number: 49249**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
VWH0873	12/11/2019	001 008 521 20 31 00	LE-Office Supplies	Unifi Cloud Key/NanoHD/Mounting Kit	\$1,164.08
VWL0241	12/11/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Panasonic Toughpad/Service Package	\$3,558.85
					<b>\$4,722.93</b>

**Vendor: Central Welding Supply Co Inc**  
**Check Number: 49250**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN11190998	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Argon Gas	\$9.03
RN11190998	12/11/2019	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$9.03
					<b>\$18.06</b>

**Vendor: Centro Print Solutions**  
**Check Number: 49251**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
220055	12/11/2019	001 004 514 23 31 00	FI-Office Supplies	2019 Tax Forms	\$93.90
					<b>\$93.90</b>

**Vendor: City of Marysville**  
**Check Number: 49252**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 19-0130	12/11/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCORE Sept 2019	\$202.24
					<b>\$202.24</b>

**Vendor: Comdata Inc**  
**Check Number: 49253**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20319946	12/11/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$8,450.43
					<b>\$8,450.43</b>

**Vendor: Comdata Inc**

**Check Number: 49254**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20319953	12/11/2019	001 007 559 30 32 00	PB-Fuel	PW Fuel	\$236.86
20319953	12/11/2019	001 010 576 80 32 00	PK-Fuel Costs	PW Fuel	\$1,545.93
20319953	12/11/2019	101 016 542 30 32 00	ST-Fuel	PW Fuel	\$1,512.96
20319953	12/11/2019	410 016 531 10 32 00	SW-Fuel	PW Fuel	\$1,625.21
					<b>\$4,920.96</b>

**Vendor: Everett Stamp Works**

**Check Number: 49255**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
28359	12/11/2019	001 004 514 23 31 00	FI-Office Supplies	Date Stamps	\$121.92
					<b>\$121.92</b>

**Vendor: Fastenal Company**

**Check Number: 49256**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN135868	12/11/2019	410 016 531 10 31 02	SW-Operating Costs	White Marking Paint	\$56.00
					<b>\$56.00</b>

**Vendor: Feldman and Lee**

**Check Number: 49257**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110119 FELDMAN	12/11/2019	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Nov 2019	\$10,000.00
					<b>\$10,000.00</b>

**Vendor: Glens Welding & Machine Inc**

**Check Number: 49258**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S13111	12/11/2019	001 010 576 80 31 00	PK-Operating Costs	Chain/Spark Plug/Air Filter/Fuel Filter/Sharpen	\$49.98
S13111	12/11/2019	410 016 531 10 31 02	SW-Operating Costs	Chain/Spark Plug/Air Filter/Fuel Filter/Sharpen	\$49.99
					<b>\$99.97</b>

**Vendor: Grainer**

**Check Number: 49259**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9365477190	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Hard Hat/Faceshield/Arc Flash Gloves	\$156.99
9371585218	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Liquid Bandage	\$17.28
					<b>\$174.27</b>

**Vendor: Granite Construction Supply**

**Check Number: 49260**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00079352	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Hard Hats/Safety Glasses/Beanies	\$266.32
262_00079399	12/11/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Road Closure Signs	\$247.72
262_00079429	12/11/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Detour Arrow Signs	\$420.40
					<b>\$934.44</b>

**Vendor: Honey Bucket**

**Check Number: 49261**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551332644	12/11/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50
					<b>\$117.50</b>



**Vendor: HW Lochner Inc**

**Check Number: 49262**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24	12/11/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$4,070.92
					<b>\$4,070.92</b>

**Vendor: J Thayer Company Inc**

**Check Number: 49263**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1412116-0	12/11/2019	001 003 514 20 31 00	CC-Office Supply	Certificate Holders/Bond Paper	\$76.95
1412116-0	12/11/2019	001 004 514 23 31 00	FI-Office Supplies	Page Flags	\$42.01
1412116-0	12/11/2019	001 006 518 80 31 00	IT-Office Supplies	Scissors	\$3.48
1412116-0	12/11/2019	001 007 558 50 31 00	PL-Office Supplies	Pushpins/Tape	\$13.17
1412116-0	12/11/2019	001 007 559 30 31 00	PB-Office Supplies	Pushpins/Tape	\$13.17
1412116-0	12/11/2019	001 010 576 80 31 00	PK-Operating Costs	Markers/Erasers/Cube Hanger	\$8.91
1412116-0	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	Binder Clips	\$5.49
1412116-0	12/11/2019	101 016 544 90 31 01	ST-Office Supplies	Markers/Erasers/Cube Hanger	\$8.91
1412116-0	12/11/2019	410 016 531 10 31 01	SW-Office Supplies	Markers/Erasers/Cube Hanger	\$8.91
					<b>\$181.00</b>

**Vendor: Kaiser Permanente**

**Check Number: 49264**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68825466	12/11/2019	101 016 542 30 41 02	ST-Professional Service	Comm Drivers Med Exam/Drug Screen - PW	\$182.50
68825466	12/11/2019	410 016 531 10 41 01	SW-Professional Services	Comm Drivers Med Exam/Drug Screen - PW	\$182.50
					<b>\$365.00</b>

**Vendor: Kent D Bruce**

**Check Number: 49265**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5770	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tactical Seat Cover Police Interceptor	\$197.24
					<b>\$197.24</b>

**Vendor: Kilroy**

**Check Number: 49266**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011220 KILROY	12/11/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals DT Level 2/Burien - J Kilroy	\$380.00
					<b>\$380.00</b>

**Vendor: Lake Industries LLC**

**Check Number: 49267**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
282491	12/11/2019	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	\$544.17
					<b>\$544.17</b>

**Vendor: Land Development Consultants Inc**

**Check Number: 49268**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19509	12/11/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path	\$1,310.85
19550	12/11/2019	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$3,177.05
19873	12/11/2019	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$14,660.90
19907	12/11/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path	\$2,460.05
					<b>\$21,608.85</b>

**Vendor: Layton**

**Check Number: 49269**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19206	12/11/2019	001 010 576 80 41 01	PK -Professional Tree Srv	Arborist Services 20th St NE	\$441.42
					<b>\$441.42</b>

**Vendor: LN Curtis & Sons**

**Check Number: 49270**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV338293	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Boots - Heinemann	\$108.99
					<b>\$108.99</b>

**Vendor: McLoughlin & Eardley Group Inc**

**Check Number: 49271**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0244557-IN	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Whelen Projector/Sirennet Blue V	\$336.76
					<b>\$336.76</b>

**Vendor: Meis**

**Check Number: 49272**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
121119 MEIS	12/11/2019	001 005 517 90 41 00	HR-Wellness Program	Reimburse - Bowling Pins for Wellness Turkey Bowl	\$76.26
					<b>\$76.26</b>

**Vendor: Northwest Crane Inspection Inc**

**Check Number: 49273**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1893A	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Annual Crane Inspection	\$262.50
1893A	12/11/2019	410 016 531 10 31 02	SW-Operating Costs	Annual Crane Inspection	\$262.50
					<b>\$525.00</b>

**Vendor: Northwest Professional Resid & Comm Construction**

**Check Number: 49274**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4923	12/11/2019	303 016 594 31 60 01	SW - Decant Facility	Chain Link Fence Install Decant Facility	\$8,851.12
					<b>\$8,851.12</b>

**Vendor: O Reilly Auto Parts**

**Check Number: 49275**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-157476	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Wiper Blades	\$29.81
					<b>\$29.81</b>

**Vendor: Ogden Murphy Wallace PLLC**

**Check Number: 49276**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
830919	12/11/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services Oct 2019	\$13,703.45
830919	12/11/2019	001 011 515 41 41 01	Ext Consultation - City Atty	Legal Services Public Records Oct 2019	\$1,869.00
830919	12/11/2019	401 070 535 10 41 00	SE-Professional Service	Legal Services Oct 2019	\$5,115.00
					<b>\$20,687.45</b>

**Vendor: OSW Equipment & Repair LLC**

**Check Number: 49277**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
502474	12/11/2019	101 016 542 66 31 00	ST-Snow & Ice - Sply	Long Snow Plow Rubber PW12	\$562.64
					<b>\$562.64</b>

**Vendor: Outcomes by Levy LLC**

**Check Number: 49278**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-11-LS	12/11/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Nov 2019	\$4,917.33
					<b>\$4,917.33</b>

**Vendor: Pilchuck Equipment Rental and Sales**

**Check Number: 49279**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90034	12/11/2019	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift Rental	\$491.85
90790	12/11/2019	001 010 576 80 45 00	PK-Equipment Rental	Air Compressor Rental	\$156.30
					<b>\$648.15</b>

**Vendor: Pilchuck Veterinary Hospital**

**Check Number: 49280**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
656360	12/11/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Cia Wellness Exam/Vaccines	\$323.38
					<b>\$323.38</b>

**Vendor: Rexel USA Inc**

**Check Number: 49281**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
X738374	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	Aluminum Cable/PVC Supplies/Breaker	\$685.90
X738448	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	Flexible Conduit/PVC Terminal Adapter/Connector	\$71.79
X741730	12/11/2019	001 013 518 20 31 00	GG-Operating Costs	Cable Connector/Wire Stripper/Oxide Inhibitor/Conduit	\$58.77
					<b>\$816.46</b>

**Vendor: Smarsh Inc**

**Check Number: 49282**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00561529	12/11/2019	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$666.00
					<b>\$666.00</b>

**Vendor: Snohomish County Human Service**

**Check Number: 49283**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000514267	12/11/2019	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q3 2019 Liquor Excise Taxes	\$2,314.44
					<b>\$2,314.44</b>

**Vendor: Snohomish County PUD**

**Check Number: 49284**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
118467535	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
125100197	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$179.15
125102882	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,249.62
125102883	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,441.73
125102884	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30

134994601	12/11/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.55
134994601	12/11/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$91.56
138206353	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$233.76
151446771	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
157892490	12/11/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$25.66
157892490	12/11/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$24.83
157892491	12/11/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
					<b>\$15,739.84</b>

**Vendor: Snohomish County PUD 1 Water Utility**

**Check Number: 49285**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120519 PUD	12/11/2019	306 000 594 21 60 00	Police Dept Project Account	Fire Flow Test Future Police Station	\$300.00
					<b>\$300.00</b>

**Vendor: Snohomish County PW S**

**Check Number: 49286**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000517626	12/11/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint Oct 2019	\$197.14
I000517627	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	ILA Aid Agreement Bridge Inspection	\$1,170.06
					<b>\$1,367.20</b>

**Vendor: Snohomish County Sheriffs Office**

**Check Number: 49287**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-6086	12/11/2019	001 008 523 60 41 00	LE-Jail	Jail Services Medical Oct 2019	\$20.41
					<b>\$20.41</b>

**Vendor: Sounds Publishing**

**Check Number: 48288**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH881801	12/11/2019	001 007 558 50 41 03	PL-Advertising	LUA2019-0129 PH Restructuring Subdivision Regs	\$90.02
EDH881810	12/11/2019	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting	\$30.53
EDH882571	12/11/2019	001 007 558 50 41 03	PL-Advertising	LUA2019-0178 Revised PH Notice	\$122.84
EDH882634	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0084 Toll Estates Cluster Subdivison	\$97.50
EDH882637	12/11/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0176 Vinje Planned Residential Development	\$106.55
EDH883043	12/11/2019	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting	\$39.58
EDH883049	12/11/2019	001 013 518 30 41 01	GG-Advertising	Council Vacancy Advertisment	\$111.74
EDH883051	12/11/2019	001 013 518 30 41 01	GG-Advertising	Ordinances 1071/1073/1074/1075/1076/1077	\$86.64
					<b>\$685.40</b>

**Vendor: Sounds Security Inc**

**Check Number: 49289**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
951818	12/11/2019	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$571.04
					<b>\$571.04</b>

**Vendor: Strider Construction Co Account 62763077500**

**Check Number: 49290**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS #1	12/11/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	Retainage - S Lake Stevens Multi Use Path Project 18004	\$30,006.03
					<b>\$30,006.03</b>

**Vendor: Strider Construction Co Inc**

**Check Number: 49291**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS #1	12/11/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	S Lake Stevens Multi Use Path Project 18004	\$570,114.61
					<b>\$570,114.61</b>

**Vendor: Tacoma Screw Products Inc**

**Check Number: 49292**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18261537	12/11/2019	101 016 544 90 31 02	ST-Operating Cost	Rotary Brush/Steel Deck Screws/Cable Ties	\$327.99
18261537	12/11/2019	410 016 531 10 31 02	SW-Operating Costs	Rotary Brush/Steel Deck Screws/Cable Ties	\$328.00
					<b>\$655.99</b>

**Vendor: Technological Services Inc**

**Check Number: 49293**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14895	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Lube/Oil/Filter/Fluid Ck/Tire Rotation PT-19-82	\$81.14
14936	12/11/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Lube/Oil/Filter/Fluid Ck/Tire Rotation PT-17-75	\$91.96
					<b>\$173.10</b>

**Vendor: The Watershed Co**

**Check Number: 49294**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-1629	12/11/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	Environmental Consulting - 24th St SE Extension	\$11,754.09
					<b>\$11,754.09</b>

**Vendor: Tom Astrof Construction Inc**

**Check Number: 49295**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
191204-825	12/11/2019	309 016 595 61 63 01	Sidewalk Construction	Sidewalk Concrete Sealer	\$378.99
					<b>\$378.99</b>

**Vendor: TranTech Engineering LLC**

**Check Number: 29296**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018033-06	12/11/2019	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS Bridge Loading and Scouring Analysis Aug-Nov 2019	\$1,700.74
					<b>\$1,700.74</b>

**Vendor: ULINE**

**Check Number: 49297**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
114507524	12/11/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Clear Carton Seal Tape/Dispenser/Rifle Evidence Box	\$381.35
					<b>\$381.35</b>

**Vendor: UPS**

**Check Number: 49298**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42489	12/11/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$52.88
					<b>\$52.88</b>

**Vendor: Verizon Northwest**

**Check Number: 49299**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9842781819	12/11/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Services PD	\$2,697.11
					<b>\$2,697.11</b>

**Vendor: Washington State Patrol**

**Check Number: 49300**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120003585	12/11/2019	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks Nov 2019	\$225.25
					<b>\$225.25</b>

**Vendor: Weed Graasftra & Associates Inc**

**Check Number: 49301**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120319 WGA	12/11/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$1,406.13
120319 WGA	12/11/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$5,700.49
					<b>\$7,106.62</b>

**Vendor: WSAPT**

**Check Number: 49302**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120419 WSAPT	12/11/2019	001 007 558 50 49 00	PB-Miscellaneous	WSAPT Membership - Meyers/Fenrich	\$45.00
120419 WSAPT	12/11/2019	001 007 559 30 49 00	PL-Miscellaneous	WSAPT Membership - Meyers/Fenrich	\$45.00
					<b>\$90.00</b>

**Vendor: Wynne and Sons Inc**

**Check Number: 49303**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63153	12/11/2019	001 007 559 30 31 00	PB-Office Supplies	Business Cards - T Farmer	\$48.86
					<b>\$48.86</b>

**Vendor: Zachor and Thomas Inc PS**

**Check Number: 49304**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS00011	12/11/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services Nov 2019	\$11,889.09
					<b>\$11,889.09</b>

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

Tuesday, December 3, 2019  
Lake Stevens Educational Service Center (Admin Bldg)  
12309 – 22<sup>nd</sup> Street NE, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Council President Gary Petershagen

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Todd Welch, Rauchel McDaniel, Marcus Tageant and Brett Gailey

ELECTED OFFICIALS ABSENT: Mayor John Spencer, Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources/Risk Manager Julie Good, City Clerk Kathy Pugh, Police Commander Ron Brooks, Parks Planning and Development Coordinator Jill Meis

OTHERS: Attorney Dan Swedlow

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Council Petershagen called the meeting to order and announced an Executive Session regarding collective bargaining, with no action to follow, to last 20 minutes.

The workshop meeting reconvened at 7:20 p.m.

Facility Use Agreement – North Cove Pavilion: Parks and Recreation Coordinator Meis shared handout and said in researching facility use she has discovered there is a wide range of options. She reviewed the building size, style and design, and the meeting room capacity. She has reached out to colleagues, and she is now requesting direction on how Council wishes to move forward. She reviewed the subarea plan identifies keeping a civic area presence in downtown and reviewed proposed uses of the pavilion. She then reviewed the city needs for a meeting room and noted the scarcity of such rooms within the city limits. Coordinator Meis suggested the building could be used by service groups, other agencies, for recreation programming, festivals and private rentals.

Councilmember Tageant commented the city needs to be the primary user of the meeting room space, with Councilmember McDaniel agreeing and suggesting the city needs to be very proactive about maintaining the quality of the room, including furniture and fixtures.

Councilmember Petershagen wondered if simultaneous events could be held in the space. Coordinator Meis responded the great hall does not lend it self to multiple events, but that the meeting room, commonly referred to as the Council Chambers could provide a private meeting or event area. Coordinator Meis suggested the Council Chambers could be reserved for a set period of days each week, and could then be utilized for other events during noncity-reserved times, such as Saturdays and Sundays.

Director Wright suggested the area called the Great Hall could be used for a small business fair or other events, and the Council Chambers could be reserved in advance.

Councilmember McDaniel suggested a limit for how far in advance reservations could be made so that the space is not dominated by individual groups. Coordinator Meis confirmed the City would block out dates far in advance for city events.

Coordinator Meis reviewed the pros and cons of different facility management options including hiring an outside management company, the city managing the facility and a hybrid or phased approach with city staff managing the facility the first year and then evaluating the management needs and marketing approach. Coordinator Meis responded to Councilmembers' questions as to how other city-owned public facilities are managed, sharing that Rose Hill and Forest Park are run by staff, rentals are expensive and the facilities run at a deficit or breaks even. Coordinator Meis also shared that the management model for Pike Street has changed several times and it is now run more like a mall and is a nonprofit operation. She commented that the city-managed option involves hiring more staff and provides more flexibility in use of the building.

Councilmember Tageant would like city staff to run the facility the first year and then Council can re-evaluate how that is working. Councilmember Welch agreed, noting the Pavilion is designed to be open to the public.

Discussion ensued as to how the public might be able to use the building while a private event is going on. Discussion then turned to how management of events would be staffed if the building is self-managed. Ideas included on-call public works staff and using seasonal employees, and Coordinator Meis added the Events Coordinator position will also assist with management of the Pavilion.

Coordinator Meis next reviewed the pros and cons of using a hybrid or phased approach in which the city would manage the space for a year using a request for proposals and targeted marketing approach. Director Wright clarified that under this approach the meeting space would be reserved for city business first, and that the hybrid approach requires the city to manage the facility and identify users and marketing tools.

Coordinator Meis requested input as to having a concession in the area called the great hall and said that the area is already wired and plumbed to accommodate this use. She added that having a concession will ensure eyes on the property at all times.

Discussion ensued with Councilmember Daughtry commenting there will be times when a concession space would be in the way of other activities in that area, Councilmember McDaniel requested a business model including a noncompete clause with adjacent businesses, and Councilmember Gailey preferring not to run a concession stand at this point, unless it is for a specific event.

Coordinator Meis said that John Christison, the retired executive director for the Lynnwood Convention Center, has agreed to participate in an informal work session on December 9<sup>th</sup> at 7:00 p.m. at City Hall and invited Councilmembers to attend.

Director Wright identified the next steps as finalizing the facility use document and bringing naming proposals forward for the building.



Councilmember McDaniel asked about parking and Director Wright responded in the immediate future parking will be added behind City Hall, and as the festival street is built out and the library and historical society are relocated there will be more parking available.

Discussion ensued with Councilmember McDaniel commenting she does not support concrete being added between City Hall and the lake. Councilmember Tageant believes people using the building need to worry about the parking and Councilmember Petershagen said that lack of parking will cut into the attractiveness of using the building.

Everett Waterline Interlocal Agreement: Director Wright reviewed the draft Interlocal Agreement with City of Everett regarding the waterline including the various recitals and legal requirements. He commented the ILA sets the terms for the cities of Lake Stevens and Everett to work cooperatively to replace the waterline and allows Lake Stevens to build out 91<sup>st</sup>.

Councilmember Welch asked about the timeline for replacement and Director Wright reviewed the replacement history of the waterline and said the upcoming replacements will have a lifespan of 75-100 years.

Director Durpos added that Everett originally wanted Lake Stevens to carry the entire cost, and explained that by working with a consultant the cities were able to negotiate a win-win agreement. He added that if the waterlines were not replaced the cost of the 91<sup>st</sup> Street improvement was over a \$.5 million dollars more. He said there is less cost in not having to bury the pipes.

Director Wright added this ILA builds cooperation and responsibility between the two agencies as they look at replacing and building out the remaining pipeline.

There was consensus to bring this ILA forward on the December 10, 2019 consent agenda for approval.

Agreement with WSDOT re SR 9 Roundabout at 24<sup>th</sup>: Director Wright reviewed this agreement and said it identifies cost and maintenance responsibilities between the city and WSDOT, as well as setting the stage with WSDOT to move forward with the roundabout and working with other agencies that need to be involved in this intersection improvement. Director Durpos commented the city is contributing 12.5% based on the development agreement.

Responding to Councilmember Petershagen's question, Director Wright said if for some reason the current anticipated project does not go forward, another project will, and the intersection improvement will still be needed. He added that the city will be able to capture funds from other developments and the City Attorney is working on a cost recovery plan on the east side of SR 9.

There was consensus to bring this agreement forward for approval on the December 10, 2019 consent agenda.

NLC Membership – Renew for 2020?: Clerk Pugh reminded Council has been discussing whether or not to send representatives to the NLC conference in Washington, D.C. in 2020, and staff is requesting direction as to whether Council wishes to renew its membership in NLC. Discussion ensued with Councilmember Tageant saying it is important to continue to go to Washington D.C. to meet with federal legislators regarding transportation needs. Council was

unclear as to the membership benefits and directed staff to not renew the membership for 2020; Council would still consider travelling to Washington D.C. during the NLC conference time.

Refugee Resettlement Consent: Director Wright reviewed Presidential Executive Order 13888 addressing how the U.S. government working with state and local governments would work with refugees. The Executive Order provides for an opt-in approach for state and local governments wishing to accept refugees. Discussion ensued with the consensus being that Lake Stevens does not have the capabilities and infrastructure such as social services and housing that would allow it to opt in to hosting a facility or subsidizing rent for refugees. Councilmember Petershagen clarified that by not opting in, churches and other non-government agencies are not precluded from hosting refugees.

Lease Agreement with State of Washington for Use of VIC by Senator Hobbs: Clerk Pugh said that Senator Hobbs has been renting space in the Fire District Administration Building, and that space is no longer available to him with the renovations of the building for use by the Police Department. The city has vacant office space at the VIC that would be suitable for his use. The rental would be with the State of Washington for a predetermined nominal amount. Director Durpos clarified that there is one office space available and that Senator Hobbs would provide his own office equipment. Councilmember Daughtry added that Senator Hobbs has visited the VIC and identified that the space available would meet his needs for local office space. He added the VSO is currently using the space, but that there are other options for the Veterans Service Officer.

There was consensus was to bring the lease agreement forward on an upcoming consent agenda for approval.

There being no further business the meeting was adjourned at 8:26 p.m.

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John Spencer, Mayor

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Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** December 17, 2019

**Subject:** Lake Stevens Rotary Donation for Frontier Heights Park

<b>Contact</b>	Jill Meis, Parks Planning and Development	<b>Budget</b>	
<b>Person/Department:</b>	<u>Coordinator</u>	<b>Impact:</b>	<u>N/A</u>

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Resolution 2019-23 accepting a donation from Rotary Club of Lake Stevens to be used in Frontier Heights Park.

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**SUMMARY/BACKGROUND:**

Frontier Heights Park will begin development in 2020 and Lake Stevens Rotary wishes to donate for the development of playgrounds within the park. Pursuant to LSMC 3.60.040(b) Council must accept by resolution any donation of \$5,000.00 or more.

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**APPLICABLE CITY POLICIES:** LSMC 3.60 Donations to City

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**BUDGET IMPACT:**

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**ATTACHMENTS:**

► Resolution 2019-23

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**RESOLUTION NO. 2019-23**

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON  
ACCEPTING A CASH DONATION FROM ROTARY CLUB OF LAKE STEVENS**

**WHEREAS**, RCW 35.21.100 and RCW 35A.11.010 allow cities to accept donated money Ordinance; and

**WHEREAS**, Lake Stevens Ordinance 948 allows acceptance of donations of value greater than \$5,000 by City Council Resolution; and

**WHEREAS**, Rotary Club of Lake Stevens is making a generous donation of \$10,000 to be used for the development of playgrounds at Frontier Heights Park; and

**WHEREAS**, the City is willing to use this generous donation for Frontier Heights Park Improvements as designated by Rotary Club of Lake Stevens.

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

Section 1. Acceptance of Donation. The Lake Stevens City Council accepts the donation from Rotary Club of Lake Stevens in the amount of Ten Thousand Dollars (\$10,000.00), to be deposited into the Parks Mitigation account, and agrees to use the donation for the specific uses requested by Rotary Club of Lake Stevens.

Section 2. Other Actions Authorized. The Lake Stevens City Council hereby authorizes the City Administrator or designee to take other actions necessary to implement this decision and to fulfill the City's obligations regarding use of these donated funds.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this 17<sup>th</sup> day of December 2019.

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John Spencer, Mayor

ATTEST:

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Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** December 12, 2019

**Subject:** Catherine Creek Park Lease Renewal

**Contact Person/Department:** Jill Meis, Parks Planning and  
Development Coordinator

**Budget Impact:** \$1 yearly

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign lease renewal for Catherine Creek Park.

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**SUMMARY**

Lake Stevens leases the Community Park at Catherine Creek from Lake Stevens School District for \$1 a year. Staff met with the district and the district wished to modify the language in the lease specifically renewing the lease for a five-year increment for this renewal only as well as the formalize the restroom agreement. The reason for the five-year increment is to allow for staffing changes at the leadership level to make future decisions regarding the park.

**BACKGROUND**

On August 29, 1973 the City and Lake Stevens School District entered a 25-year lease for Catherine Creek Park located at 12708 20<sup>th</sup> Street NE. The lease has been renewed twice for 10-year intervals. This 8-acre park is located adjacent to Mount Pilchuck Elementary School. The park is maintained primarily as a "natural" park with a network of trails, access to Catherine Creek, and picnic facilities. It also includes a unique disc golf course, installed and maintained by the community in 2000. The park is used frequently and hosts disc golf tournaments and fundraisers.

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**BUDGET IMPACT:** \$1 yearly

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**EXHIBITS:** Lease Renewal

**CATHERINE CREEK PARK LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF  
LAKE STEVENS AND LAKE STEVENS SCHOOL DISTRICT NO. 4**

WHEREAS, the City of Lake Stevens, hereinafter referred to as “City”, desires to provide a community park within the city of Lake Stevens; and

WHEREAS, the City has developed Catherine Creek Park according to the master plan designed by Richard Carothers Associates Landscape Architects and Environmental Planners as submitted on July 23, 1973; and

WHEREAS, the City desires to continue leasing certain real property for the use of said park from the Lake Stevens School District No. 4, hereinafter referred to as “District”; and

WHEREAS, the City and District entered into a twenty-five year lease agreement on August 29, 1973; and

WHEREAS, the original lease agreement provides for the renewal upon mutual consent of the parties for (10) year increments; and

WHEREAS, the District would like to modify for a renewal increment of five years for this renewal; and

WHEREAS, both parties desire to renew the lease for an additional five years; and

NOW, THEREFORE, the District, in consideration of agreements on the part of the City herein contained, hereby leases to the City the property described in attachment A:

1. **TERMS:** The parties agree to the following terms:
  - 1.1 The Lease Shall be renewed for a period of five (5) years, commencing on the 1<sup>st</sup> day of January 2020.
  - 1.2 The lease may be renewed upon the mutual consent of the parties for ten (10) year increments. Renewal proceedings shall be initiated by the City one (1) year prior to the expiration date of the current lease.
  - 1.3 **RENT:** The District recognizes that the proposed park will be of value to the community and to the District for use by the District., and particularly the Mount Pilchuck Elementary School, as an outdoor classroom area, and based upon anticipated use by the District, the District agrees that the rent for said site will be at the rate of One Dollar (\$1.00) per year, which sum the City agrees to pay.
2. **USE:** The City agrees that the site will be maintained as a community park and that the park site will be made available to the general public and to the District for the adjoining elementary school. The City agrees that the exclusive use of said property will be as a public park, to be maintained and improved by the City and the City hereby agrees to work with the District to provide a continuing joint use by the community and by the District.
3. **MODIFICATIONS:** The City agrees that modifications to the landscape, modifications to existing structures, additions of structures, and removal of structures shall require the approval of the District. Any and all improvements placed upon the described park site shall be at the risk of the City and District shall not be liable for any damage thereto.
4. **MAINTENANCE:** The City agrees to maintain the park site in good repair and shall maintain

all utilities and improvements placed upon the premises by the City or its agents and shall keep the area free from effuse and accumulations which may occur from time to time from public use.

5. **HOLD HARMLESS:** The City shall hold the District and its officers, agents, and employees harmless from all costs, claims, or liability of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the activities or omissions of the City, its agents or employees pursuant to the Agreement; and if a suite or other proceeding alleging the above be filed, the City shall appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment by the District, the City shall pay the same.

The District shall hold the City and its officers, agents, and employees harmless from all costs, claims, or liability of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the activities or omissions of the District, its agents or employees pursuant to the Agreement; and if a suit or other proceeding alleging the above be filed, the District shall appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment by the City, the District shall pay the same.

6. **INSURANCE:** The City and District each agree to maintain a policy of liability insurance or comparable insurance through an authorized insurance pool insuring the City and District against loss and damage to persons using said property in a minimum sum of \$1,000,000.00 per person or a maximum of \$2,000,000.00 per accident, which policy shall also contain \$250,000.00 coverage for property damage.
7. **EASEMENTS:** The District agrees to provide the City the appropriate easements which shall be necessary to connect to the subject property to the sewage system and for the connection to such other utilities as might be necessary. The parties recognize that the location of said sewer and utility lines has not yet been determined and that the District therefore grants to the City the right to locate said lines as recommended by the City's engineer, provided that said lines do not interfere with existing structures belonging to the District and provided that the City shall restore said property to its original condition upon the completion of the sewer and utility connections.
8. **AMENDMENTS:** It is understood by the parties that this lease agreement may be changed from time to time as agreed to by the parties so as to accomplish the basic purpose of the leasehold and to adequately comply with the ordinances of the county of Snohomish and the state of Washington.
9. **RESTROOM:** The City shall solely be responsible for the restroom, including any costs to supply, maintain and remove portable restrooms.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement as of the \_\_\_\_\_ day of December, 2019.

CITY OF LAKE STEVENS

LAKE STEVENS SCHOOL DISTRICT NO. 4

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
*Name/Title*



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Agenda Date:** December 17,  
2019

**Subject:** Code Amendment of the Arts Commission and Parks and Recreation Planning Board Charter

**Contact** Jill Meis, Parks Planning & Dev. **Budget** None  
**Person/Department:** Coordinator **Impact:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:** Adopt Ordinance 1078 amending LSMC 2.29 and 2.56

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**SUMMARY/BACKGROUND:** At the City Council retreat the idea of combining the Arts Commission and Parks and Recreation Planning Board was discussed. There was direction from Council to not proceed with this plan, but rather to review the existing charters and update the Lake Stevens Municipal Code as needed.

In review of the charter for Parks Planning and Recreation Board staff found there is a reference to an RCW that is no longer valid since the state adoption of the Growth Management Act. There are also some duties and functions that have not been practiced and some inconsistencies with the later adopted Special Event code in Title 14. In addition to these changes, staff is recommending the addition of language that represents modern needs of this board such as providing direction on prioritization of park projects; and recreational programming as the city expands to provide these services. Staff also recommends this board assist with the scope and visioning of park development.

In review of the charter for Arts Commission staff recommends updating the language to allow for recommendations to staff and City Council as well as the Mayor, as it currently allows.

These proposed amendments to LSMC 2.29 and 2.56 were presented to Council at the December 3, 2019 workshop meeting and direction was received to move forward with the recommended code amendments.

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**APPLICABLE CITY POLICIES:** Title 2 and 14

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**BUDGET IMPACT:** None

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**ATTACHMENTS:**

► Ordinance 1078

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**ORDINANCE NO. 1078**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON CONCERNING THE CHARTER OF THE ARTS COMMISSION AND PARKS AND RECREATION PLANNING BOARD; AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) TITLE 2 BY DEFINING DUTIES AND RESPONSIBILITIES; AMENDING CHAPTERS 2.29.050 TO UPDATE ARTS COMMISSION DUTIES, AND 2.56; UPDATING POWERS AND DUTIES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

WHEREAS, the City of Lake Stevens has established an Arts Commission within the City; and

WHEREAS, the City of Lake Stevens has the authority to update the duties to be consistent with the needs of the community; and

WHEREAS, the recommendations of the Arts Commission should be made to City Council, staff and the Mayor; and

WHEREAS, the City of Lake Stevens has hired professional staff to fulfill some duties; and

WHEREAS, the City of Lake Stevens plans under the Growth Management Act and as such the Planning Commission is the public hearing body of the Comprehensive Plan; and

WHEREAS, the City of Lake Stevens has adopted a review process for special events; and

WHEREAS, the City Council prefers the Parks and Recreation Planning Board to provide input on prioritization of parks projects and recreation development; and

WHEREAS, the City Council prefers the Parks and Recreation Planning Board to assist with scope and visioning of park development; now, therefore,

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

**Section 1.** Lake Stevens Municipal Code Section 2.29.050 and subsection C, D, J and K Duties.

C. To make recommendations to the Mayor, staff and City Council;

D. To represent the City's interest in cultural matters in the City and to keep the Mayor and City Council informed on such matters;

J. To render any other advice and assistance in the field of culture deemed necessary by the Commission or specifically requested by the Mayor, staff and City Council;

K. To gather information, perform studies and do whatever is deemed necessary to acquire a sufficient basis so as to adequately advise the Mayor, staff and City Council as to the appropriate cultural development for the City.

**Section 2.** Lake Stevens Municipal Code Section 2.56.060 A, B, C9(C-6)

A. The Park Board shall be the principal planning advisory body for all matters relating to parks and the provision of recreation services to staff, Mayor and City Council. ~~Public hearings required by Chapter 35A.63 RCW to be held in the course of the adoption or amendment of the text and/or map of the Park and Recreation Element of the Comprehensive Plan, shall be held by the Park Board; however, this in no way prohibits the City Council from making the final decision.~~

B. The Park Board shall perform such other advisory functions ~~(including hearings on certain park and recreation permit applications)~~ as may be assigned to it by resolution or motion of the City Council.

C. In addition to these and other powers and duties set forth elsewhere in this chapter, the Park Board shall be given the powers and duties hereinafter set forth:

- (1) To recommend to the staff, Mayor and City Council programs for the provision of recreation opportunities and for park and open space acquisitions and improvements;
- (2) To publish and distribute copies of status reports of activities of the Park Board which may include plans and official recommendations made by the Board in the regular exercise of its duties, as set forth in this section;
- (3) To consult with and advise public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens in relation to its plans and recommendations prepared by it;
- (4) To provide input on prioritization of park projects and recreation programming. ~~To request all public officials to furnish, within a reasonable time, such available information to assist in formulating the Board's plans and recommendations;~~
- (5) To exercise such authority as may be necessary to enable it to fulfill its functions, promote park and recreation planning, and carry out the purposes of this section;
- (6) To conduct, upon request by the Mayor or Council, an investigation and submit a report, plan, map, or recommendation in connection with the development of the parks and recreation facilities of the City;
- (7) Assist in development of scope and vision of park development.

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

**Section 4. Effective Date and Publication.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 17<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
John Spencer, Mayor

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

First and Final Reading: December 17, 2019  
Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** December 17, 2019

**Subject:** ILA for Wyatt Park Transfer

**Contact** Jill Meis, Parks Planning and Development **Budget**  
**Person/Department:** Coordinator **Impact:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign an Interlocal Agreement with Snohomish County to transfer ownership of Wyatt Park to the City of Lake Stevens substantially in the form that is attached and authorize the Mayor to designee to make non-substantive changes as needed.

**SUMMARY/BACKGROUND:** Lake Stevens has contacted Snohomish County to express interest in transferring ownership of Wyatt Park to the city. The ILA paves a pathway to transfer the park in an expedited schedule to the city. The transfer of the park will allow for better monitoring and a higher level-of-service for park users.

The City Council was briefed on this at previous council meetings.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:**

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**ATTACHMENTS:**

- Exhibit A: ILA for transfer of ownership

**INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**  
Relating to the Ownership, Funding, Operation, and Maintenance of Wyatt Park

THIS AGREEMENT is made and entered into this day by and between the City of Lake Stevens, hereinafter called “the City,” and Snohomish County, hereinafter referred to as “the County,” as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for Wyatt Park (as further described below), which is located inside the City; and

WHEREAS, the City has agreed to accept ownership, management, and the financial responsibility for maintaining and operating Wyatt Park from the County, upon certain terms and conditions; and

WHEREAS, Snohomish County has adopted a level of service standard which provides recreational amenities to Snohomish County residents, based upon unincorporated population. Wyatt Park provides amenities, which have counted toward this level of service. Given that this Agreement is not paired with an annexation action which transfers population between jurisdictions, it is the County’s intent to retain level-of-service credit for amenities provided by the Parks up to five (5) years after the execution of this Agreement. The parties agree the continued availability of Wyatt Park to County residents and retention of County level-of-service credit is a benefit to the County and a material consideration to this Agreement.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title.

- 1.1 On January 1, 2020, Snohomish County shall convey to the City, by warranty deed substantially in the form of Attachment A to this document, by this reference made a part hereof, a fee simple interest in Willard Wyatt Park (aka Davies Beach) (“Wyatt Park” or “Park”), and all structures and improvements therein, located at 20 S. Davies Rd., in the City of Lake Stevens, consisting of 4.4 acres more or less and more fully described in Attachment B to this document, by this reference made a part hereof. The deed to said property and improvements shall contain all reservations of record known to the County, and such other reservations, covenants, or restrictions as may be acceptable to the City.
- 1.2 The City covenants to operate and maintain Wyatt Park in perpetuity as public open space or as a public parks’ recreational facility. The City further covenants that it will not limit access to Wyatt Park so as to restrict usage by non-City residents and that any and all entrance fees shall be at the same rate for non-City residents as for residents of the City. In this manner Wyatt Park shall be available to County and City residents on the same terms.

2. Responsibility for Operations. Maintenance. Repairs and Improvements.

- 2.1 Upon the transfer of ownership and recording of the deed referred to in section 1.1, the City agrees to accept Wyatt Park in an as is condition, and to assume full ownership and complete responsibility for operations, maintenance, repairs and improvements of said Park. This

responsibility includes, but is not limited to: hiring and control of City personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the transfer of ownership and recording of the deed referred to in section 1.1, the County agrees to continue to operate, maintain and repair Wyatt Park and park improvements and to operate any previously scheduled recreation programs in Wyatt Park.

3. Revenues From Use.

- 3.1 Revenues from Wyatt Park use and recreational programs prior to the transfer of title and the recording of the deed referred to in section 1.1 above shall accrue to the County. Revenues from park use and recreational programs after the transfer of title and recording of the deed referred to in section 1.1 will accrue to the City.
- 3.2 Snohomish County Parks, Recreation, and Tourism staff will work cooperatively with the City of Lake Stevens to provide program and service information to the City before the transfer of title and recording of the deed referred to in section 1.1 above so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on the date of title transfer and recording of the deed.
- 3.3 Once the deed is recorded the City may issue licenses to third parties and collect fees therefrom for all activities in Wyatt Park, subject to: (a) RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment C, incorporated herein by this reference) and any other deed restrictions associated with the Park.
4. The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue. The City may charge a Day Use Fee to users that do not have County issued Annual Parking and Boat Launch Permits.

5. Duration.

This Agreement shall be effective upon signature and authorization by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

6. Indemnification and Hold Harmless.

The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Parks with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Parks or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees related to the City's enforcement or attempted enforcement of Snohomish County Code or County Parks rules or regulations. It is specifically and

expressly understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated. The County shall hold harmless, indemnify, and defend the City, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement, or any act, error, or omission of the County, the County's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the County's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The County agrees that this waiver has been mutually negotiated.

7. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- 7.1 Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the site identified in Attachment B.

8. Non-Discrimination.

The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections.

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments.

- 10.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.



11. Default.

- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

12. Entire Agreement and Modifications.

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though full set forth herein.

13. Administration of Agreement.

- 13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar day's written notice to the other.
- 13.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the Mayor and the County Director of Parks, Recreation, and Tourism, who shall first attempt to resolve the conflict prior to any administrative or judicial dispute resolution process or civil proceeding is initiated.

IN WITNESS WHEREOF, the parties have executed this agreement.

Snohomish County

City of Lake Stevens

\_\_\_\_\_  
Snohomish County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
Snohomish County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda  
Date:**

December 17, 2019

**Subject:** Costco Development Agreement

**Contact  
Person/Department:**

Russ Wright Planning &  
Community Development

**Budget  
Impact:**

N/A

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Reaffirm the approval of the Costco Development Agreement, consistent with the City Council motion approved on December 10, 2019, through the adoption of Resolution 2019-17 that authorized the Mayor or designee to sign the Development Agreement substantially in the form that is attached, and authorized the Mayor or designee to make such non-substantive changes to the Development Agreement so as to provide flexibility and clarification of offsite mitigations.

**SUMMARY/BACKGROUND:** This is brought forward as a housekeeping matter to clarify the intent of the Council's motion adopting Resolution 2019-17.

Costco Wholesale is requesting approval of a Binding Site Plan (LUA2019-0156), Site Plan Review (LUA2019-0080) and Design Review (LUA2019-0081) and two minor alterations to develop an approximately 160,000 square foot Costco warehouse with a fuel facility in the Commercial District, within the 20th Street SE Corridor Subarea, on seven parcels totaling nearly 36.74 gross acres. The net site area is nearly 21.67 acres after removing future roads, stormwater facility, wetland and mitigation areas, and an out lot. The development is proposed to be accessed off two new roads: 91<sup>st</sup> Ave SE and 24<sup>th</sup> St SE. Other related traffic improvements will include realigning South Lake Stevens Road and constructing a roundabout on SR-9 at the intersection of South Lake Stevens Road and 24<sup>th</sup> St SE. Additional permits related to the actual construction of public and private improvements will follow as separate applications.

In tandem, Costco has applied for a Development Agreement (**Exhibit 2**) on October 31, 2019 to establish the terms for future phased development for an assemblage of parcels. Under state law (Chapters 36.70B.170 through 36.70B.210 of the Revised Code of Washington), Development Agreements are designed to provide certainty to the city and the developer for major projects or phased proposals. Significant topics include establishing development and design standards, permitted uses, impacts fees, potential mitigation measures, phasing and vesting.

Staff, the City Attorney and representatives of Costco have been coordinating the terms of the development agreement as the proposed development affects the expansion of public infrastructure and construction of a private development. Staff has briefed City Council twice on the development agreement at workshops (October 15, 2019 and November 19, 2019). City Council held a public hearing on the development agreement on November 26, 2019, which was continued to December 10, 2019. City Council closed the public comment portion of the public hearing but held open the public comment period until 5:00 pm December 10th to receive additional written comments.

The various permits related to the Costco project have garnered a significant amount of public comment. The public comments for the various proposals are available toward the bottom of the page, on the city's website, at the following link: <https://www.lakestevenswa.gov/380/Current-Planning>.

Comments received after November 19, 2019 and up until 5:00 pm on November 26, 2019 were provided to the Council on November 26th. At that meeting, City Council closed the public comment portion of the public hearing but held open the public comment period until 5:00 pm December 10th to receive additional written comments.

Any comments received after December 5th through 5:00 pm on December 10th were provided to the Council at the dais. City staff has provided a response summary that is available on the city's website at the following link: [https://www.lakestevenswa.gov/DocumentCenter/View/8046/Summary-Response-To-Public-Comments-11\\_19\\_19?bidId=](https://www.lakestevenswa.gov/DocumentCenter/View/8046/Summary-Response-To-Public-Comments-11_19_19?bidId=)

## CHANGES

Major proposed changes to the development agreement since Council's review of it on November 26<sup>th</sup> include the following:

1. Section II Paragraph 3. Update description of offsite improvements, adding the language "and other offsite enhancements as practical" and "removing culvert replacements/removals."
2. Section II Paragraph 4.f. Delete reference to culverts and add "other offsite enhancement as practical."
3. Section II Paragraph 5.a. Delete reference to culverts and add "other offsite enhancement as practical."
4. Section II Paragraph 5.e. Delete reference to culvert agreements.
5. Section II Paragraph 11.a. Delete reference to culverts

The following additional changes were made to the Mitigation Construction and Funding Agreement

6. Section II Paragraph 4.d. Delete reference to culverts and add "other offsite enhancement as practical."
7. Section II Paragraph 4.f. Delete reference to culverts and add "other offsite enhancement as practical."
8. Section II Paragraph 5.a. Delete reference to culverts and add "SR9 Culverts and other offsite improvements for improved environmental function as practical."
9. Section II Paragraph 5.c. Delete entire paragraph related to fish culverts, renumber remainder.
10. Section II Paragraph 9. Delete reference to culverts and add "other offsite enhancement as practical."
11. Exhibit E-1 Delete reference to culverts and add "other enhancement as practical."
12. Exhibits D8 and D10 have been updated.

Pending the execution of the Development Agreement, Costco would submit Construction Plans and Building Permits for review to facilitate the development of the project.

Under the city's municipal code, Development Agreements are Type VI applications subject to City Council review and approval.

## **FINDINGS:**

### Process

The city issued a Planned Action Certification to construct the public roads of 91st Ave SE and the S. Lake Stevens Road Connector on April 22, 2019. The city issued an MDNS for the proposal to construct the public road of 24th St SE on April 22, 2019. The city issued a Planned Action Certification for the Costco project on June 6, 2019. Staff has issued a Notice of Application for the project, issued a Planned Action Certification for the project and duly advertised the public hearing. Staff has coordinated with the City Attorney's office and reviewed the Development Agreement against the requirements of LSMC 14.16C.055.

### Decision Criteria

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

***The proposal is consistent with several goals and policies of the 2015-2035 Lake Stevens Comprehensive Plan and the 20th Street SE Corridor Subarea Plan, including but not limited to the following:***

#### ***Land Use Element***

- ***Policy 2.1.5*** Coordinate land use decisions with capital improvement needs for public facilities including streets, sidewalks, lighting systems, traffic signals, water, storm and sanitary sewer, parks and recreational facilities, cultural facilities and schools.
- ***Goal 2.4*** Encourage the continued planning of local growth centers to develop a balanced and sustainable community that provides a focus for employment, public, and residential development.
- ***Policy 2.4.4*** Ensure that adequate connections are made to link growth centers, subareas and adjacent residential areas.
- ***Goal 6.3*** Enhance retail and personal services growth to address the community's needs and expand the city's retail sales tax base.
- ***Goal 6.4*** Support employment growth in the city.

#### ***Economic Development Element***

- ***Goal 6.1*** Improve the city's economic conditions for a healthy, vibrant, and sustainable community with a high quality of life.
- ***Goal 6.2*** Manage commercial growth in centers.
- ***Goal 6.3*** Enhance retail and personal services growth to address the community's needs and expand the city's retail sales tax base.
- ***Goal 6.4*** Support employment growth in the city.
- ***Policy 6.4.1*** Develop zoning for employment/business areas that is flexible to support employment growth and large employers.
- ***Goal 6.6*** Participate and foster public and private partnerships.

#### ***Capital Facilities Element***

- ***Policy 9.2.2*** Capital improvement projects identified for implementation in this Plan and at a cost of at least \$10,000 shall be included in the Six-Year Schedule of Improvement.

- **Policy 9.3.2** *Appropriate funding mechanisms for developments' contribution of a fair share of other public facility improvements [such as recreation, drainage and solid waste] will be considered for implementation as the city develops them.*
- **Goal 9.4** *Provide needed capital improvements to maintain adopted levels of service.*

**20<sup>th</sup> St SE Corridor Subarea Plan**

- **Policy 1.4 – Incentives for Public Amenities in New Developments 1.4.1** *-Develop new land use regulations governing uses, intensities and heights that allow additional development potential in return for a development with specified public amenities (pg. 24).*
- **Goal 3:** *Identify business/office park locations, and areas of commercial/mixed use nodes and specific locations for higher density housing to create a vibrant district for economic development, jobs, regional shopping and housing options over a 10 to 20-year period with some areas developing earlier and others later depending upon access, market demand, environmental factors and other variables (pg. 30).*
- **Policy 3.1.4** *- Identify separate nodes for commercial/mixed-use development. For example, the southwest corner of 20th Street SE and SR- 9 is proposed for a large regional commercial development. The northwest corner of the same intersection or the northeast intersection of 20th Street SE and 79th Avenue SE could be identified for mixed-use development (pg. 31).*
- **Policy 4.3.1** *- Achieve more connectivity and accommodate development as it occurs, by identifying additional public streets of any class defined in the layered network or significant upgrades to existing streets as development occurs. For example, constructing a new street, 24th Street SE, in the southern part of the subarea would provide a secondary east-west connector for local vehicle access and could be developed as a trail street to support walking and biking (pg. 33).*
- **Goal 5:** *Development and infill projects should apply best management practices and integrate site design into the natural systems and greenbelts while striving to retain natural elements such as existing vegetation and significant trees and take advantage of mountain and valley views (pg. 37).*
- **Policy 5.2.3** *- New development within the subarea should utilize a variety of environmental enhancement and low impact development techniques such as rain gardens, pervious pavement, and other infiltration techniques as appropriate and feasible (pg. 38).*

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

***The development agreement is consistent with applicable development regulations and the project will meet current development regulations or any allowed modifications.***

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

***The Development Agreement sets out a conceptual strategy for mitigation of the potential impacts to the built and natural environment from the development. At the project level (i.e., during the review of construction and building permits) all mitigation documents must be finalized.***

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

***The development agreement explicitly provides a provision reserving the city's authority to impose new or different regulations.***

Contents

*The proposed development agreement includes the minimum provisions required by RCW 36.70B.170 through 36.70B.210 and other measures as allowed under LSMC 14.16C.055(e).*

Recording: *The Development Agreement will be recorded upon execution.*

Modification: *Any future modifications will follow the requirements of the LSMC.*

Appeal: *Appeal process is outlined below.*

**RECOMMENDATION AND CONDITIONS OF APPROVAL:**

STAFF RECOMMENDS that City Council authorize the Mayor to execute the Development Agreement in the form attached and APPROVE the Costco Development Agreement subject to the following conditions:

1. Acceptance by Costco of the revised Agreement AS ATTACHED AND WITH ALL CONDITIONS AND LIMITATIONS CONTAINED THEREIN;
2. The applicant shall record the Development agreement within 30-days of Council Approval.

**APPEALS**

- (1) A development agreement shall be subject to appeal in Snohomish County Superior Court in accordance with the provisions of the Land Use Petition Act, Chapter [36.70C](#) RCW.
- (2) The cost of transcribing the record of proceedings, of copying photographs, video tapes, and any oversized documents, and of staff time spent in copying and assembling the record and preparing the record for filing with the court shall be borne by the party filing the petition. If more than one party appeals the decision, the costs of preparing the record shall be borne equally among the appellants.

**Attached**

Exhibit 1 Resolution 2019-17

Exhibit 2 Development Agreement (w/ exhibits)

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**BUDGET IMPACT:** Future construction of capital improvements

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Exhibit 1

**CITY OF LAKE STEVENS  
Lake Stevens, Washington  
RESOLUTION NO. 2019-17**

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAKE STEVENS (CITY), WASHINGTON, A WASHINGTON MUNICIPAL CORPORATION, AND COSTCO WHOLESALE CORPORATION (COSTCO), A WASHINGTON CORPORATION AND/OR ASSIGNS AND SUCCESSORS**

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

WHEREAS, the City owns approximately 13 acres of commercially zoned property known as the **"Ridgeline Property"** located at the intersection of 91<sup>st</sup> Avenue SE and 24<sup>th</sup> Street SE. The Ridgeline Property is currently landlocked with future access identified in the City's Capital Facilities Plan and 20<sup>th</sup> Street SE Corridor Subarea Plan (**"Corridor Plan"**), which is part of the City's Growth Management Act (**"GMA"**, Ch. 36.70A RCW) 2015-2035 Comprehensive Plan.

WHEREAS, the property is located within the 20<sup>th</sup> Street Corridor Subarea and has a comprehensive plan designation of Commercial and a zoning designation of Commercial District; and

WHEREAS, on October 31, 2019, Costco applied for a Development Agreement (LUA2019-0178) for the Costco Project; and

WHEREAS, the City and Costco will enter into a Real Estate Purchase and Sale Agreement (PSA), where the City has agreed to sell the Ridgeline Property to Costco; and

WHEREAS, Costco and its successors and/or assigns, agree to all requirements, terms and conditions of the Development Agreement ***Exhibit No. 1***; and

WHEREAS, comprehensively evaluating the entire Costco project and all associated improvements, three distinct SEPA actions have been taken to date: 1) A Planned Action Certification for the construction of the Costco Warehouse and related infrastructure improvements 2) A Planned Action Certification for the public roads of 91<sup>st</sup> Ave SE and S. Lake Stevens Road Connector 3) An MDNS for the construction of 24<sup>th</sup> St SE.

- 1) The Costco property is within the Lake Stevens 20th Street SE Corridor Subarea for which a Planned Action EIS exists. The proposal for this SEPA action included the warehouse, parking stalls, fueling facility, and stormwater pond. This proposal qualifies as a planned action under the Lake Stevens 20th St. SE Corridor Subarea EIS adopted via Ordinance No. 878 and pursuant to Lake Stevens Municipal Code (LSMC) 14.38.120. The city issued a Planned Action Certification for the Costco project on June 6, 2019.
- 2) The city issued a Planned Action Certification to construct the public roads of 91<sup>st</sup> Ave SE and the S. Lake Stevens Road Connector on April 22, 2019. This project is consistent with the Lake Stevens Comprehensive Plan and the Capital Improvement Plan for the city. These



roads were identified in the 20th St. SE Corridor Subarea EIS as additional improvements needed to the road network that are necessary as a result of growth and which were assumed in the transportation analysis.

3) The city issued an MDNS for the proposal to construct the public road of 24<sup>th</sup> St SE on April 22, 2019. This project is consistent with the Lake Stevens Comprehensive Plan and the Capital Improvement Plan for the city. 24th St SE was identified in the 20th St SE Corridor Subarea Plan as a key connecting roadway but potential environmental impacts of the construction of this road were not fully analyzed in the 20<sup>th</sup> St SE Corridor EIS thus requiring a SEPA determination for the roadway itself; and

WHEREAS, LSMC 14.16C.055(c)(2) requires a Type VI Legislative Review process with no Planning Commission review; and

WHEREAS, a notice of the public hearing was duly noticed in the Everett Herald as required by LSMC 14.16B.630(b); and

WHEREAS, the City Council held a public hearing on November 26, 2019, which was continued to December 10, 2019 to consider the Development Agreement.

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

Section 1. Development Agreement between the city of Lake Stevens, Washington, a Washington Municipal Corporation, and Costco Wholesale Corporation, a Washington Corporation and its Successors and/or Assigns, which is attached hereto and incorporated by reference as ***Exhibit No. 1***, is hereby approved.

Section 2. SEPA. The City has met SEPA requirement pursuant to Chapter 197-11 WAC and Chapter 16.04 LSMC and Ordinance 878.

Section 3. Findings. The approval of the Development Agreement is based upon the following specific findings required by section 14.16.055(d):

- (1) The proposed agreement is compatible with the goals and policies of the Comprehensive Plan;
- (2) The proposed agreement is consistent with applicable development regulations;
- (3) The proposed agreement provides for adequate mitigation of adverse environmental impacts; provided, that if the development is not sufficiently characterized at a project level, the agreement shall provide a process for evaluating and appropriately mitigating such impacts in the future; and
- (4) The proposed agreement reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 4. Severability. If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
John Spencer, Mayor

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Rubstello, City Attorney

12/10/19 Exhibit 2

## DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF A COSTCO WHOLESALE MEMBERSHIP FACILITY

This Development Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (“**Effective Date**”), by and among the City of Lake Stevens, a Washington municipal corporation (the “**City**”) and Costco Wholesale Corporation (“**Costco**”), a Washington corporation. The City and Costco may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

### I. RECITALS

- A. The City is a noncharter Optional Municipal Code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of the Costco Property (as hereafter defined) and specify zoning and land use regulatory controls with the jurisdictional limits of the City.
- B. The City has authority under RCW 36.70B.170 through 36.70B.210 and Lake Stevens Municipal Code (“**LSMC**”) section 14.16C.055 to enter into a development agreement with a person having ownership or control of real property wherein they agree to development standards and other provisions that shall apply and govern and vest the development, use and mitigation of the real property. This Agreement is also entered into under the City’s general contracting authority and the City’s State Environmental Policy Act (“**SEPA**”) mitigation agreement authority.
- C. The City owns approximately 13 acres of commercially zoned property known as the “**Ridgeline Property**” located at the intersection of 91<sup>st</sup> Avenue SE and 24<sup>th</sup> Street SE. The Ridgeline Property is currently landlocked with future access identified in the City’s Capital Facilities Plan and 20<sup>th</sup> Street SE Corridor Subarea Plan (“**Corridor Plan**”), which is part of the City’s Growth Management Act (“**GMA**”, Ch. 36.70A RCW) 2015-2035 Comprehensive Plan.
- D. The City adopted the Corridor Plan pursuant to RCW 36.70A.080, which identifies preferred land uses, establishes development thresholds and defines the necessary capital improvements for implementation of the Corridor Plan to increase the City’s employment base and to promote economic development in this area.
- E. Pursuant to Chapters 35.77 and 47.26 RCW the City prepared and adopted its 2014-2019 Transportation Improvement Plan (“**TIP**”), consistent with the Capital Facilities Element of the City’s Comprehensive Plan, which includes two new road connections: 91<sup>st</sup> Avenue SE from 20<sup>th</sup> Street SE to 24<sup>th</sup> Street SE and 24<sup>th</sup> Street SE from 91<sup>st</sup> Avenue SE to State Route 9 (“**SR9**”).
- F. The City has adopted the 2014 Ecology Stormwater Manual for Western Washington and desires to construct a regional stormwater facility to facilitate and mitigate the development contemplated in the Corridor Plan.

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- G. The City's Comprehensive Plan includes a Capital Facilities Element that identifies establishing a sidewalk trail along 20<sup>th</sup> Street SE and an east/west multi-modal path along 24<sup>th</sup> Street SE and South Lake Stevens Road. This trail system is also included and identified in the 20<sup>th</sup> Street SE Corridor subarea plan.
- H. Costco intends to purchase the approximately 13-acre Ridgeline Property from the City, and approximately 25 acres of adjacent real property owned by Nordin Investment, LLC ("**Nordin Property**"). All such property is located in the City of Lake Stevens, within the Corridor Plan planning area, in the vicinity of 20<sup>th</sup> Street SE and SR9. The Ridgeline Property and the Nordin Property are collectively referred to in this Agreement as the ("**Costco Property**"). Upon completion of the purchase and concurrent closing on the Ridgeline Property and the Nordin Property, Costco will own the real property legally described in **Exhibit A** and depicted on **Exhibit B**.
- I. Costco intends to develop, construct and operate on a portion of the Costco Property, in accordance with Costco's policies, a wholesale and retail general merchandise facility, which also may include, without limitation, a pharmacy, liquor sales, photo processing, butcher, deli and bakery services, optometry services, a tire sales and installation center, a propane sales and fueling center, a vehicle fueling facility, a car wash, office space, parking and other infrastructure improvements ("**Costco Project**"). A site plan for the Costco Project, following the completion of the onsite and offsite improvements, is attached as **Exhibit C**.
- J. Both the City and Costco find it desirable to enter into this Agreement to plan for the orderly development of the Costco Project and the necessary environmental mitigation and public transportation infrastructure to support the Costco Project.
- K. The City finds that Costco's presence in the community provides economic and community benefit to the City and its residents. The public benefits of entering into this Agreement for the Costco Project include, but are not limited to, Costco's participation in construction of roads and other public infrastructure, increased property and sales tax revenues, and the creation of employment opportunities for residents of the City and nearby communities in Snohomish County.
- L. The mutual goals that will be achieved through implementation of this Agreement include, without limitation:
  - i. Facilitating development of the Costco Project within the City's 20<sup>th</sup> Street SE Corridor Subarea, which will provide needed goods, services and employment opportunities to Lake Stevens' residents;
  - ii. Maximizing the effectiveness of public and private planning and financial resources to coordinate development of the Costco Project and related public infrastructure;
  - iii. Providing certainty and predictability for development of the Project; and
  - iv. Generating increased property and sales tax revenues for the City and Snohomish County.

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## II. AGREEMENT

1. Costco Project. In exchange for the promises and consideration contained in this Agreement, Costco shall have the right to construct the Costco Project on the Costco Property, which will include a building that contains approximately 160,000 square feet, plus and enclosed canopy, with parking for approximately 810 vehicles (with an ability to expand the parking area to accommodate up to approximately 900 vehicles in the future), and a fueling station with open canopy as generally depicted on **Exhibit C**. The target date for completion of the Costco Project is October 31, 2021.
2. Parking. Pursuant to Lake Stevens Municipal Code 14.72.020 Flexibility in Administration Required, the permit-issuing authority may permit deviations from the presumptive requirements and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the standard set forth in Section 14.72.010(a). Costco has provided a parking study to justify its need for additional parking beyond the maximum stalls allowed in LSMC 14.38.060. The City approves this request to allow parking up to 5.7 stall per 1,000 square feet for the Costco Project.
3. Offsite Improvements. The construction of the Costco Project is dependent on the construction of the following improvements that will be ultimately located off the Costco Project site: wetland mitigation and other offsite enhancement as practical, sewer facilities (e.g., lift station, force main and gravity lines) stormwater improvements, and transportation and utility improvements (hereinafter collectively “**Offsite Improvements**”). The Offsite Improvements are depicted on several sketches attached hereto as **Exhibit D**. The Costco Project and Offsite Improvements are collectively referred to in this Agreement as the “**Development**”. This Agreement provides for shared responsibility for financing and construction of the Offsite Improvements. A more detailed discussion of the project descriptions, construction timing, and financing for the Offsite Improvements is contained in the Mitigation Construction and Funding Agreement (“**MCFA**”), which is attached as **Exhibit E**.
4. The Offsite Improvements consist of the following:
  - a. Street and Roadway Improvements:
    - i. Intersection of 91<sup>st</sup> Avenue SE and 20<sup>th</sup> Street SE (“**91<sup>st</sup> Intersection Section A**”) **Exhibit D1**;
    - ii. 91<sup>st</sup> Avenue SE to the Ridgeline Property (“**91<sup>st</sup> Avenue SE Section B**”) **Exhibit D2**;
    - iii. 91<sup>st</sup> Avenue SE through the Ridgeline Property to 24<sup>th</sup> Street SE, a collector (“**91<sup>st</sup> Avenue SE Section C**”) **Exhibit D3**;
    - iv. 24<sup>th</sup> Street SE (a collector with a multi-modal path) (“**24<sup>th</sup> Street SE**”) **Exhibit D4**;
    - v. South Lake Stevens Road connection to 24<sup>th</sup> Street SE (“**S. Lake Stevens Road Connection**”) **Exhibit D5**; and

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- b. Regional Stormwater Detention Facility (“**Regional Stormwater Facility**”) **Exhibit D6**.
- c. Sewer Lift Station, Gravity Sewer and Force Main (“**Sewer Facilities**”) **Exhibit D7**.
- d. Wetland mitigation (“**Wetland Mitigation**”) **Exhibit D8**.
- e. Extension of other utilities including but not limited to communications, power lines, water lines, and gas mains (“**Utility Extensions**”) **Exhibit D9**.
- f. SR9/24<sup>th</sup> Street Roundabout fish passage culvert (“**SR9 Culvert**”), and other offsite enhancement as practical **Exhibit D10**.

5. Responsibility for Design and Construction of the Offsite Improvements.

a. Costco will be responsible for the design (except as otherwise provided herein) and construction of the following Offsite Improvements:

- i. 91<sup>st</sup> Intersection Section A;
- ii. 91<sup>st</sup> Avenue SE Section B;
- iii. 91<sup>st</sup> Avenue SE Section C;
- iv. 24<sup>th</sup> Street SE;
- v. S. Lake Stevens Road Connection;
- vi. Regional Stormwater Facility;
- vii. Sewer Facilities;
- viii. Wetland Mitigation;
- ix. Utility Extensions; and
- x. Other offsite enhancement as practical.

b. The City will be responsible for the design of 91<sup>st</sup> Avenue SE Section B (Costco will construct this improvement). To the extent this work requires an Inter-Agency Agreement (“**IAA**”) with the City of Everett (“**Everett**”) with respect to Everett’s water line in the roadway, the City agrees to secure an IAA between Everett and the City (“**Everett IAA**”) in a timely manner.

c. The Washington State Department of Transportation (“**WSDOT**”) shall be responsible for the design and construction of the SR9 Roundabout (except that Costco shall be responsible for the design and construction of the SR9 Culvert as necessary) under the terms set forth in an IAA between WSDOT and the City (“**WSDOT IAA**”), which the City agrees to secure in a timely manner.

d. Costco will construct the Sewer Facilities for the Lake Stevens Sewer District (“**LSSD**”). To the extent this work requires an IAA with the LSSD, the City agrees to secure an IAA between LSSD and the City (“**LSSD IAA**”) in a timely manner.

e. In addition to the City’s obligation to secure the Everett IAA, the WSDOT IAA, the LSSD IAA (as applicable), the City shall be responsible (at its sole cost and expense) for securing all agreements involving third parties (other than the City and Costco) that are necessary for the completion of the Offsite Improvements, including, without limitation (to the extent applicable): right-of-way acquisition agreements, temporary construction easements, and other similar agreements pertaining to the

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performance of the Offsite Improvements on property not owned or controlled by the Parties. The City agrees to use commercially reasonable efforts to pursue and secure the Everett IAA, the WSDOT IAA, the LSSD IAA (as applicable), and such other agreements with third parties (collectively, “**Third Party Agreements**”) on or before **December 31, 2019** in order to ensure that such agreements are in place and do not delay construction of the Costco Project or the Development. As a condition precedent to Costco’s performance under this Agreement, Costco shall have the right to review and approve (in Costco’s commercially reasonable discretion) all Third Party Agreements before they become effective.

6. Future Performance of this Agreement and Opt-out. The Parties intend that this Agreement will become effective upon mutual execution by the City and Costco, with the proviso that future performance is contingent on two events: (i) Costco’s and the City’s agreement on the bids received for construction of the Offsite Improvements (“**Mutual Agreement to Proceed**”) and (ii) Costco’s decision to close on the purchase of the Assemblage (“**Costco Closing Decision**”).
7. Timing of Decision on Mutual Agreement to Proceed. The Parties agree to cooperate in good faith to prepare mutually acceptable bid packages for the Offsite Improvements. Within seven (7) days of receipt of the bid responses, the Parties shall meet to review the bid responses and select the winning bidder. Within seven (7) days of the bid response review meeting, each Party shall notify the other in writing as to whether the bids are acceptable to that Party and indicate that Party’s intent to proceed (“**Notice of Intent to Proceed**”). If the Parties are not in agreement on proceeding, they shall meet and try to resolve their differences. If the Parties cannot reach agreement on proceeding, the Parties shall initiate the procedures in Paragraph 9 for winding down and terminating this Agreement.
8. Timing of Costco’s Closing Decision. Costco’s Notice of Intent to Proceed shall include Costco’s Closing Decision on whether to close on the purchase of the Assemblage, in accordance with the applicable purchase and sales agreements. Costco’s Closing Decision shall be in Costco’s sole and absolute discretion and may be based on factors other than the bid responses for construction of the Offsite Improvements. If Costco decides to close on the Assemblage, the closing shall occur within a commercially reasonable time thereafter. If Costco decides not to close on the purchase of the Assemblage, the Parties shall initiate the procedures in Paragraph 9 for winding down and terminating this Agreement.
9. Early Termination and Wind-Down. In the event the City and Costco fail to jointly agree upon the amount of the construction bids for the Offsite Improvements, or Costco decides not to proceed with the closing on the purchase of the Assemblage, then (a) this Agreement, including the MCFA (**Exhibit E**), shall be terminated, and the Parties shall be relieved of all obligations and responsibilities thereunder, and (b) upon written request from the City, Costco will transfer to the City all engineering and design plans and reports related to the construction of the Offsite Improvements; provided, however, that the responsibility for the payment of soft costs (as such term is defined in the MCFA), including soft costs incurred by Costco prior to the execution date of this Agreement, shall be as follows: (i) if the Parties mutually agree not to proceed, then the City shall reimburse Costco for fifty percent (50%) of the soft costs incurred by Costco prior to the date the Parties mutually

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agree not to proceed; (ii) if Costco desires to proceed, but the City chooses not to proceed, then the City shall reimburse Costco for one hundred percent (100%) of the soft costs incurred by Costco prior to the date the City chooses not to proceed; and (iii) if the City desires to proceed, but Costco chooses not to proceed, then Costco shall be responsible for one hundred percent (100%) of the soft costs incurred by Costco prior to the date Costco chooses not to proceed.

10. Transportation Mitigation, Impact Fees, and Concurrency. Costco's participation in funding and construction of the traffic improvements identified in the MCFA (**Exhibit E**) fully mitigates all SEPA and development regulation-based traffic mitigation, traffic impact fee and traffic concurrency requirements for the Costco Project and overall Development. The MCFA is part of this Agreement and is approved pursuant to RCW 36.70B.170 through 36.70B.210. Costco shall pay for the first TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$2,800,000.00) of the costs of construction for portions of the Offsite Improvements (for streets and roads) as an offset against the amount of Transportation Mitigation, Impact Fees otherwise due pursuant to LSMC 14.112.090 as described in the MCFA. No additional traffic fees or traffic mitigation will be required to entitle the Costco Project. The City confirms that the Costco Project is concurrent. The City agrees that no further concurrency review and/or mitigation of transportation impacts are required for the Costco Project.

11. Mitigation Fully Mitigates Development Impacts.

a. Offsite Mitigation. In conjunction with traffic mitigation described in Paragraph 10, Costco's participation in the design and construction of the non-transportation Offsite Mitigation, including without limitation but not limited to the wetland mitigation (e.g., wetland creation, enhancement or restoration), wetland bank credit purchases, sewer lift station, stormwater pond, and utility extensions fully mitigate the identified impacts for the proposed Development. Unless the project scope is materially increased above the parameters for the Costco Project identified in Paragraph 1, or through additional SEPA review under Section 12.g and additional impacts are identified, no additional mitigation fees, impact fees, or mitigation shall be required for the Costco Project or overall Development.

b. Onsite Mitigation. As part of its overall mitigation and construction strategy for the Costco Project, to the extent commercially reasonable, Costco agrees to consider and implement low impact development techniques as deemed feasible and practicable using best available science for its management of stormwater and rehydration of wetlands and streams in proximity to the Costco Property.

12. State Environmental Policy Act (Ch. 43.21C "SEPA") / National Environmental Policy Act (40 CFR Parts 1500-1508 "NEPA") Compliance. SEPA and NEPA compliance for the Development shall occur in accordance with the provisions of this Paragraph:

a. Planned Action Determination. The Costco Property is within the area described in City Ordinance No. 878, which approved a SEPA Planned Action for the City's 20<sup>th</sup> Street SE Corridor Subarea, pursuant to RCW 43.21C.031 ("**Planned Action Ordinance**"), attached as **Exhibit F**. The Planned Action Ordinance and supporting documentation addressed the environmental impacts associated with development within the 20<sup>th</sup> Street SE Corridor Subarea in order to facilitate and expedite the environmental



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review of future individual development projects. The Development is an implementing project for purposes of the Planned Action Ordinance.

b. Confirmation of Consistency. The Development is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action Project that complies with Ch. 43.21C RCW and Ch. 16.04 LSMC.

c. Except as described below, no SEPA threshold determination, environmental impact statement, or additional SEPA review shall be required for the Development. Future development permit applications implementing this Agreement will not require additional SEPA review if the City confirms that the application is consistent with the Planned Action Determination.

d. Compliance for 24<sup>th</sup> Street SE Road Improvement. The 24<sup>th</sup> Street SE road improvement (“**24<sup>th</sup> Street SE Improvement**”) was not included in the Planned Action Ordinance. The City conducted SEPA review on the 24<sup>th</sup> Street SE Improvement and issued a Mitigated Determination of Non-Significance on April 22, 2019 (**Exhibit G**). This SEPA MDNS was not appealed and is now final and incorporated by reference into this Agreement. Subject to subsection g. below, no further SEPA review shall be required for construction of the 24<sup>th</sup> Street SE road improvement.

e. SEPA / NEPA Compliance for the SR9 Roundabout. The SR9 Roundabout was not included in the Planned Action Ordinance. The City in conjunction with WSDOT will conduct SEPA review on the SR9 Roundabout and issued a separate threshold determination.

f. NEPA. The City in conjunction with WSDOT and Costco will prepare NEPA documentation as necessary for impacts from the Development to satisfy any requirements related to obtaining an Army Corps Permit.

g. Further SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the “mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW” that are applicable to the Development. Pursuant to RCW 43.21C.240(2) & (3), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Development.

h. Submission of Documentation to Determine Development Consistency. For each permit application that would otherwise be subject to SEPA review, Costco shall submit a completed SEPA checklist, or other documents acceptable to the City’s Designated Official, to confirm consistency of the proposed development with this Agreement and the existing SEPA determinations. Submission of the future SEPA checklist or other documentation is for informational purposes to confirm consistency of the proposed development and mitigations established in this Agreement and shall not be a basis for additional SEPA process or mitigation so long as the proposed development conforms to the terms of this Agreement and no additional significant, adverse environmental impacts are identified using the following criteria.

i. Limitations on Additional SEPA Review and Mitigation for Implementing Applications. This Agreement is consistent with the Planned Action process, and the SEPA mitigation for the build out of the Development has been incorporated into this Agreement, particularly the MCFA (**Exhibit E**). As such, the Designated Official may

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require further SEPA review and mitigation only to the extent that an implementing entitlement approval or requested modification meets the following conditions:

- i. The City concludes that a requested entitlement application is likely to cause unmitigated, significant, adverse environmental impacts that have not been previously analyzed in the Planned Action process or other SEPA environmental documents; or
- ii. The City concludes, pursuant to WAC 197-11-600(3)(B), that substantial changes have been made to the development proposal that are likely to have significant, adverse impacts that have not been previously analyzed in the Planned Action process or other SEPA environmental documents; or
- iii. As otherwise required by RCW 43.21C.440 and WAC 197-11-169 and WAC 197-11-172.

13. Vested Rights and Term. The Development shall be governed by this Agreement and is vested to the applicable provisions of the City of Lake Stevens Municipal Code and other land use regulations and controls in effect on the Effective Date of this Agreement and by extension other vesting applications received by the City related to the Costco Project, specifically the binding site plan. Costco shall have the right to construct the Development in accordance with this Agreement and the City's substantive land use regulations and controls including, but not limited, to mitigation, zoning, and construction regulations in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is five (5) years to commence on the Effective Date unless the expiration date is extended by the mutual written agreement of the Parties per Chapter 14.16A and 14.6B LSMC, but in no event shall the vesting period exceed one hundred and twenty (120) months (10 years) from the effective date of this Agreement. Unless otherwise agreed to by the Parties, Costco shall apply for all necessary permits and project approvals for the Development within the Agreement's five (5) year term. For purposes of this Agreement, the City's land use regulations and controls are "development standards" as that term is defined in RCW 36.70B.170(3) and are vested for the term of this Agreement and are material to Costco's decision to enter into this Agreement. Complete applications submitted during the term of this Agreement shall be governed by the City's land use regulations and controls in effect on the Effective Date of this Agreement regardless of whether those applications remain under review following the expiration of this Agreement.

14. Limitation on Imposition of New or Modified Land Use Regulations. In accordance with RCW 36.70B.180, during the term of this Agreement the City shall not modify or impose new or additional development standards applicable to the Development except as set forth in this Agreement: provided however, that to the extent this Agreement does not establish development standards, process, procedures, or similar elements covering a certain subject, element or condition, then the Development shall be governed by the City's land use regulations and controls in effect upon the Effective Date of this Agreement, except as follows:

- a. Stormwater Detention and Treatment. The stormwater standards applicable to the Costco Project are set forth in LSMC Chapter 11.06 and the 2014 DOE Stormwater Manual for Western Washington. Except as state law or NPDES permits

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may otherwise require, the Development is vested to these stormwater standards for five (5) year period established in Paragraph 12 (*Vested Rights and Term*).

b. Serious Threat to Public Health or Safety. The City Council may modify one or more of the City's land use regulations and controls during the term of this Agreement to the extent required to avoid a serious threat to the public health or safety. Any serious threat must be reasonably believed to be imminent and permanent.

c. Updated International Codes Apply. Notwithstanding the foregoing, the International Building Code, International Fire Code, and other construction codes in effect in the State of Washington, and as adopted by the City of Lake Stevens on the date of filing a complete building permit application for the Costco Project, shall apply.

15. Amendment. This Agreement may be amended as follows:

**"Major Amendments"** shall be processed consistent with LSMC 14.16C.055(g) and require a public hearing before the Lake Stevens City Council. Major Amendments are those that materially change the terms of this Agreement by:

- (i) Increasing the Costco Facility size by more than twenty (20) percent;
- (ii) Increasing the costs of the Offsite Improvements by more than twenty (20) percent;
- (iii) Delaying the construction of the Offsite Improvements by more than eighteen (18) months, unless the delay is the result of a *force majeure* as described in Paragraph 30; or
- (iv) Modifying the term of this Agreement.

All other proposed revisions will be considered **"Administrative Amendments"** and shall be reviewed and decided by the City's Director of Planning and Community Development based on consistency with this Agreement and the provisions of the Lake Stevens Municipal Code.

- 16. Agreement to Run with the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Costco's successors and assigns.
- 17. Definitions. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford's American Dictionary, Merriam-Webster's Dictionary, or the American Heritage Collegiate Dictionary.
- 18. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City's Comprehensive Plan, or the LSMC, the terms of the body of this Agreement shall control.
- 19. Recitals and Exhibits Incorporated by Reference. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by this reference and shall be considered as material terms of this Agreement.

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20. Integration. This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
21. Headings. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
22. Obligation to Abide by Law. The Parties acknowledge their respective obligations to abide by county, state and federal laws and regulations which may be applicable to this Agreement. Nothing herein shall prevent the City from enforcing such laws where applicable or where related to City funding requirements.
23. Reservation of Police Power or Condemnation Authority. By executing this Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety.
24. Covenant Running with Land. This Agreement and its component elements shall be covenants running with the land and shall be binding on the Parties and their successors and assigns, and on all subsequent purchasers, lessees or lessors, and transferors of every nature as set forth herein.
25. Recordation. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Snohomish County Auditor at Costco's expense following final execution. Costco shall promptly provide the City with proof of such recording.
26. Agreement's Consistency with RCW 82.02.020. The mitigation payments and dedications established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Development. Costco, or any assignees, shall not assert a claim against the City asserting that (1) the City lacked a legal basis for imposing these agreed-upon payments and dedications; (2) that these payments and dedications lacked sufficient nexus or proportionality with the identified impacts of the Development; or (3) that the payments and dedications were greater than if these mitigation measures had been calculated using alternative rationales or formulae.
27. Authority. By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.
28. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.
29. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing

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herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

30. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.
31. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. Except as otherwise provided in Paragraphs 6-8, the City's or Costco's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.
32. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

**Costco Wholesale Corporation**

c/o Bruce Coffey  
999 Lake Drive  
Issaquah, WA 98027

And to its Attorney:  
Stoel Rives LLP  
c/o Patrick Mullaney  
600 University Street  
Suite 3600  
Seattle, WA 98101

**City of Lake Stevens**

c/o Gene Brazel  
City Hall  
1812 Main Street  
Lake Stevens, WA 98258

And to its Attorney:  
Ogden Murphy Wallace  
c/o Greg Rubstello  
901 5th Avenue

12/10/19

Suite 3500  
Seattle, WA 98164

33. Dispute Resolution. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.
- a. Appeals of Permit Decisions. All appeals of permit decisions related to the Development shall be governed by the applicable provisions of the LSMC.
  - b. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting. The City shall send the Designated Official and persons with information relating to the dispute, and Costco shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
  - c. Unresolved Disputes. In the event that the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**". The Defaulting Party shall have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this Agreement. The Parties may in their joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired and the default remains materially uncured at such time.
  - d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.
  - e. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
  - f. Attorneys' Fees. In any administrative or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
34. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
35. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

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36. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.
37. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
- a. **Exhibit A** – Legal Description of Costco Property
  - b. **Exhibit B** – Sketch of Costco Property
  - c. **Exhibit C** – Costco Project Site Plan
  - d. **Exhibit D** – Sketches of the Offsite Improvements
  - e. **Exhibit E** – Mitigation Construction and Funding Agreement
  - f. **Exhibit F** – Ordinance 878 (SEPA Planned Action Ordinance)
  - g. **Exhibit G** – SEPA MDNS for 24<sup>th</sup> Street SE Road Improvement
38. Compliance with Other Regulatory Agency Requirements. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Development which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Development may include, without limitation, the Washington State Department Ecology, the Army Corps of Engineers, and the Washington State Department of Labor and Industries.
39. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
40. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Development. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

[Signatures follow.]

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IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
John Spencer, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Pugh, City Clerk

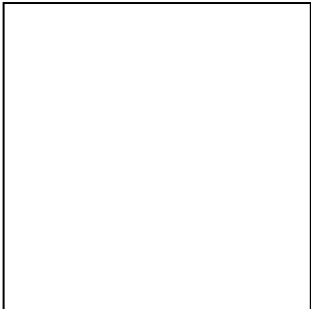
APPROVED AS TO FORM:

\_\_\_\_\_  
Greg A. Rubstello, City Attorney

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Mayor, of City of Lake Stevens that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2019.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at: \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

[Signature follows.]



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## **Development Agreement Exhibit E Mitigation Construction and Funding Agreement**

This Mitigation Construction and Funding Agreement (“**MCFA**”) is intended to implement the Development Agreement for Construction of a Costco Wholesale Membership Facility (“**Development Agreement**”) entered into by the City of Lake Stevens, a Washington municipal corporation (the “**City**”) and Costco Wholesale Corporation, a Washington corporation (“**Costco**”). The City and Costco are referred to herein individually as a “**Party**” and collectively as the “**Parties**”. In consideration of the covenants and agreements contained in this MCFA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Costco agree to implement the Development Agreement as set forth below.

### **I. RECITALS**

- A. This MCFA is intended to set forth additional terms and conditions for the funding and construction of certain enumerated public infrastructure improvements necessary to (i) benefit the public through the improvement of the 20<sup>th</sup> Street SE Corridor and (ii) support and mitigate the development of the Costco Project.
- B. To construct the Costco Project and mitigate the impacts of the Costco Project, Costco will need to acquire both the City Property and the Nordin Property consisting of approximately 38 acres in the aggregate (“**Costco Property**”), which Costco Property will include land (in addition to that required for the Costco Project) required for right-of-way, wetland mitigation, and other off-site improvements, such as a sewer lift station and a stormwater detention pond (collectively, the “**Offsite Improvements**”).
- C. The Offsite Improvements will create a public benefit beyond mitigating the development impacts of the Costco Project and will be funded through a public/private partnership between the City and Costco.
- D. Both the City and Costco find it desirable to enter into this MCFA to plan for the orderly development of necessary public infrastructure to support economic development within the 20<sup>th</sup> Street SE Corridor Subarea, including the development of the Costco Project.
- E. The City finds that the development of the public infrastructure described in this MCFA is consistent with the Lake Stevens Comprehensive Plan, associated Transportation Improvement Plan, the City’s adopted development regulations and other applicable provisions of the Lake Stevens Municipal Code, Planned Action Ordinance 878 and the Development Agreement. The City’s approval of this Development Agreement and construction of the Costco Project will benefit the citizens of Lake Stevens by accelerating the completion of needed public infrastructure, providing a catalyst for additional commercial development in the 20<sup>th</sup> Street Corridor Subarea, and facilitating a development that will provide the City with additional sales tax revenue.

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## II. AGREEMENT

1. Defined Terms. Undefined terms used herein shall have the meanings set forth in the Development Agreement.
2. Conflicts Between Documents. In the event of a conflict in the terms and conditions of the Development Agreement and this MCFA, the terms and conditions of this MCFA shall control.
3. Costco Project. As described in Development Agreement **Paragraph 1** (*Costco Project*), Costco intends to develop, construct, and operate on a portion of the Costco Property the Costco Project as generally depicted on Development Agreement **Exhibit C**.
4. Offsite Improvements. The Offsite Improvements necessary to construct the Costco Project consist of the following:
  - a. Street and Roadway Improvements:
    - i. Intersection of 91<sup>st</sup> Ave. SE and 20<sup>th</sup> St. SE (“**91<sup>st</sup> Intersection Section A**”);
    - ii. 91<sup>st</sup> Ave. SE to the Ridgeline Property (“**91st Avenue SE Section B**”);
    - iii. 91<sup>st</sup> Ave SE through the Ridgeline Property to 24<sup>th</sup> St. SE, a collector (“**91st Avenue SE – Section C**”);
    - iv. 24<sup>th</sup> Street SE (a collector with a multi-modal path) (“**24<sup>th</sup> Street SE**”);
    - v. South Lake Stevens Road Connection to 24<sup>th</sup> Street SE (“**S. Lake Stevens Road Connection**”); and
    - vi. SR9/24<sup>th</sup> Street SE Roundabout ROW Acquisition (if necessary) and Construction (“**SR9 Roundabout**”).
  - b. Regional Stormwater Detention Facility (“**Regional Stormwater Facility**”).
  - c. Sewer Lift Station, Gravity/Force Main (“**Sewer Facilities**”).
  - d. Wetland mitigation and other off-site enhancements to improve environmental functions as practical (“**Wetland Mitigation**”).
  - e. Extension of other utilities including but not limited to communications, power lines, water lines, sewer lines and gas mains (“**Utility Extensions**”).
  - f. SR9/24<sup>th</sup> Street Roundabout fish passage culvert (“**SR9 Culvert**”) as necessary.

The Offsite Improvements are depicted on the several sketches attached as Development Agreement **Exhibit D** (**Exhibits D1 – D10**).

5. Responsibility for Design and Construction of the Offsite Improvements.

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- a. Costco will be responsible for the design (except as otherwise provided herein) and construction of the following Offsite Improvements:
  - i. 91<sup>st</sup> Intersection Section A;
  - ii. 91<sup>st</sup> Avenue SE Section B;
  - iii. 91st Ave SE Section C;
  - iv. 24<sup>th</sup> Street SE;
  - v. S. Lake Stevens Road Connection;
  - vi. Regional Stormwater Facility;
  - vii. Sewer Facilities;
  - viii. Wetland Mitigation;
  - ix. Utility Extensions; and
  - x. SR9 Culverts and other offsite improvements for improved environmental function as practical.
- b. The City will be responsible for the design of 91<sup>st</sup> Avenue SE Section B (Costco will construct this improvement).
- c. The Washington State Department of Transportation (“**WSDOT**”) shall be responsible for the design and construction of the SR9 Roundabout under the terms set forth in the WSDOT IAA, except that Costco shall be responsible for the design and construction of the SR9 Culvert.
- d. Costco will build sanitary sewer for the Lake Stevens Sewer District (“**LSSD**”) under the terms set forth in the LSSD IAA (if applicable).
- e. The City will provide the right-of-way for the construction of 91<sup>st</sup> Intersection Section A and 91<sup>st</sup> Avenue SE Section B under the terms set forth in the Everett IAA (if applicable).
- f. Costco will provide the right-of-way for the construction of: 91<sup>st</sup> Ave SE Section C, 24<sup>th</sup> Street SE, and the S. Lake Stevens Road Connector.
- g. The City shall be responsible for procuring all other right-of-way and Third Party Agreements necessary for construction of the Offsite Improvements. Further, the City covenants that it owns sufficient right-of-way to construct the Offsite Improvements.
- h. Costco will own the stormwater and wetland mitigation tracts until construction is completed on those tracts, at which time Costco will convey

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the stormwater and wetland tracts to the City pursuant to the terms of a separate purchase and sale agreement.

- i. The City shall be responsible for all off-site utility relocation (coordination with utility purveyors and relocation of utilities), which shall be accomplished with no additional costs to Costco.
- j. The parties agree to enter into a Stormwater Maintenance Agreement, under which Costco will pay an annual stormwater maintenance and operation fee to the City, which shall be based on Costco's pro-rata share of the stormwater facility's capacity.
- k. The City will execute a commercially reasonable temporary construction easement to the extent any of Costco's construction of the Offsite Improvements impact City-owned land.

6. Reimbursable Costs. The Offsite Improvements costs reimbursable pursuant to this MCFA shall include, without limitation, reasonable soft and hard costs incurred by Costco, or its third-party consultants, to design and construct the Offsite Improvements ("**Design and Construction Costs**"), including Design and Construction Costs incurred by Costco prior to the execution date of the Development Agreement. As used herein, "**soft costs**" shall mean and refer to costs that are not direct construction costs, such as architectural, engineering, financing, legal, and other pre- and post- construction costs incurred in connection with the performance of the applicable construction work.

7. City Reimbursement. Upon conveyance and dedication to the City of the Offsite Improvements listed in Subparagraphs 5.a (i – ix) hereof, the City shall promptly reimburse Costco the applicable City Reimbursement Responsibility percentage set forth on the City Reimbursement Obligation table attached hereto as **Exhibit E-1** multiplied times the invoiced, reasonable and actual Design and Construction Costs paid by Costco for the applicable component of Offsite Improvements PROVIDED, the City shall receive credit for payment of the first Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) otherwise due Costco consistent with Costco's payment obligation in lieu of Transportation Mitigation Impact Fees set forth in section 10 of the Development Agreement. The City is entering into the Development Agreement. The City is entering into the Development Agreement, including this MCFA as a binding agreement. The City is pledging its full faith and credit to fund the City's share of the Offsite Improvements. This promise from the City is material consideration for Costco's execution of the Development Agreement, including this MCFA. In the event the City fails to reimburse Costco within thirty (30) days following Costco's request for reimbursement, then the amount owed by the City to Costco will accrue interest from the date Costco's request for reimbursement was delivered to the City until paid in full at the prime rate of interest published in *The Wall Street Journal*, or similar publisher of business statistical data, plus two percent (2%); provided, however, that such rate shall not exceed, in any event, the highest rate of interest that may be charged under applicable law without the creation of liability for penalties or rights of offset or creation of defenses.

8. Construction Oversight Responsibility. Except for the design and construction of the SR9 Roundabout, which are WSDOT's responsibility, and the design of the 91<sup>st</sup> Avenue SE,

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which is the City's responsibility, Costco shall be responsible for the design and construction of the remaining Offsite Improvements. Costco shall select the vendors and contractors to construct the Offsite Improvements, and Costco shall be responsible for all necessary engineering design work, government approvals and permits, and administering the Offsite Improvements construction projects.

- a. Sixty Percent (60%) Meeting and Design Direction Cut-Off. The Parties shall meet after the sixty percent (60%) design level for the Offsite Improvements is completed, or as otherwise mutually agreed to, to discuss and decide upon value engineering and design direction. Prior to any decision to materially change the design directions after the sixty percent (60%) level, the Parties will meet to collaborate on and discuss the risks and costs to each Party associated with the proposed design direction change. A "**Material Change**" is defined as an increase in project cost of ten percent (10%) or a delay in project scheduling of more than six (6) months.
- b. Development of Bid Packages. Pursuant to Development Agreement **Paragraph 6** (*Timing of Decision on Mutual Agreement to Proceed*), the Parties shall collaborate on the development of the construction bid packages for the Offsite Improvements. Costco will provide the City with copies of the "**Final Bid Packages**", which are the documents that Costco will provide to contractors and sub-contractors ("**Contractors**") responding to the request for bid. The bid package will include "**Construction Contract Documents**," which are defined as the construction contracts, including number of contractor working days, engineer's estimates and other documents that Costco will present for execution to the Contractors that may be awarded the bid to construct an off-site project. Prior to advertising a project for bid, Costco and the City shall meet to review the Final Bid Packages and obtain the City's consent to the Final Bid Packages, which consent shall not be unreasonably withheld or delayed, so long as the bid package is consistent with the Development Agreement, applicable laws and regulations and the 60% design decisions.
- c. Approval of Bid Responses. Within seven (7) days of receipt of the bid responses, the Parties shall meet to review the bid responses and select the winning Contractors. Within seven (7) days of the bid response review meeting, each Party shall notify the other in writing as to whether the bids are acceptable to that Party and indicate that Party's intent to proceed ("**Notice of Intent to Proceed**").
- d. Pre-Construction Meeting. Prior to the commencement of a project, Costco shall notify the City of its intent to proceed with the construction. Costco shall schedule a meeting with the City and the general contractor to discuss the construction, scheduling, contractor accounting, contractor invoicing, contractor bill practice, Costco payments to the contractor and particular issues applicable to that project.

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- e. Costco Invoicing to City. Each month, Costco will provide the City with copies of the invoices it receives and pays from its Contractors. The invoices shall contain supporting documents considered by Costco in making payment. Upon request, Costco shall promptly provide the City with reasonable evidence of invoice payments.
- f. Invoice Disputes. Should the City dispute any portion of an invoice, the City shall provide Costco with written notice of the dispute and the City's basis for the dispute within thirty (30) days of receipt of the disputed invoice.
- g. Change Orders. Prior to implementing amendments or modifications to the Construction Contract Documents ("**Change Order(s)**") that could result in a material change to a project scope, including without limitation quantities, conditions, material type, schedule, or that could, in aggregate, cause a cumulative increase of ten percent (10%) or more in the Construction Contract Document project costs on a per project basis, Costco shall notify the City of the proposed Change Order(s) as soon as practicable and provide the Change Order(s) for City review and comment together with a detailed explanation of the need for the Change Order(s). Absent a compelling reason not to do so, Costco shall implement any reasonable comments that the City may provide with respect to such amendments or modifications.
- h. Costco Performance of Offsite Improvements. Costco shall diligently perform and complete the Offsite Improvements after bid award subject to issues that may arise outside of its control or through the Parties' mutual agreement to an extension. Such issues that are outside of Costco's control and that may affect timing include, without limitation outside agency permitting, permit appeals, or court decisions, but not Costco's inability to fund, or Costco's decision not to fund, project construction to completion. If issues arise that impact project construction, the Parties shall consult with one another to mutually determine how best to move forward.
- i. Conveyance of Offsite Improvements to the City. Upon completion of construction of an Offsite Improvement by Costco, and the final inspection and acceptance of the Offsite Improvement by the City, which shall not be unreasonably withheld or delayed, Costco shall convey the Offsite Improvement and associated right-of-way to the City. Following the City's acceptance of an off-site improvement, the City shall be responsible for future maintenance of these improvements.
- j. Identification of City Sales Tax Number. Costco's Contractors shall be required to identify the City's state sales tax number 3109 on payments of sales tax for materials used in construction of the Offsite Improvements. Invoices from contractors and suppliers shall include the required sales tax number.

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9. No Additional Requirements. As set forth in Development Agreement Paragraphs 10 and 11, Costco's participation in funding and construction of the traffic improvements identified in this MCFA fully mitigates all SEPA and development regulation-based traffic mitigation, traffic impact fee and traffic concurrency requirements for the Costco Project and overall Development, and Costco's participation in the design and construction of the non-transportation Offsite Mitigation, including without limitation the wetland mitigation (e.g., wetland creation, enhancement or restoration and other enhancements to improve environmental functions as practical), wetland bank credit purchases, sewer lift station, stormwater pond, and utility extensions fully mitigate the non-transportation impacts for the proposed Development (unless the project scope is materially increased above the parameters for the Costco Project identified in Development Agreement Paragraph 1. Consequently, the City agrees that no further concurrency review and/or mitigation of transportation impacts are required for the Costco Project, nor are any additional mitigation fees, impact fees, or other mitigation be required for the Costco Project or overall Development.
10. City Acknowledgement of Sufficient Right-of-Way. The City acknowledges that it has conducted a reasonable investigation and ascertained that sufficient right-of-way exists to construct the Off-Site Improvements. Should an unanticipated right-of-way deficiency arise, the City agrees to use its best efforts, including, if necessary, the possible exercise of its powers of eminent domain, to procure the needed right-of-way at no additional cost to Costco.
11. Agreement to Run with the Land. For the term of the Development Agreement, the benefits and obligations of this MCFA shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Costco's successors and assigns.
12. Definitions. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by the Development Agreement and this MCFA. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford's American Dictionary, Merriam-Webster's Dictionary, or the American Heritage Collegiate Dictionary.
13. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of MCFA, the terms of the Development Agreement exhibits, the City's Comprehensive Plan, or the LSMC, the terms of the body of this MCFA shall control.
14. Recitals and Exhibits Incorporated by Reference. All Recitals and exhibits referenced in this MCFA are hereby incorporated by this reference and shall be considered as material terms of this MCFA.
15. Integration. The Development Agreement and this MCFA and their component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
16. Headings. The headings used in this MCFA are for convenience only and shall not be used to interpret the terms of this MCFA.
17. Obligation to Abide by Law. The Parties acknowledge their respective obligations to abide by county, state and federal laws and regulations which may be applicable to this MCFA.



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Nothing herein shall prevent the City from enforcing such laws where applicable or where related to City funding requirements.

18. Reservation of Police Power or Condemnation Authority. By executing this MCFA, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety.

19. Covenant Running with Land. This MCFA and its component elements shall be covenants running with the land and shall be binding on the Parties and their successors and assigns, and on all subsequent purchasers, lessees or lessors, and transferors of every nature as set forth herein.

20. Agreement's Consistency with RCW 82.02.020. The mitigation payments and dedications established by this MCFA are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Costco Project. Costco, or any assignees, shall not assert a claim against the City asserting: (1) that the City lacked a legal basis for imposing these agreed-upon payments and dedications; (2) that these payments and dedications lacked sufficient nexus or proportionality with the identified impacts of the Costco Project; or (3) that the payments and dedications were greater than if these mitigation measures had been calculated using alternative rationales or formulae.

21. Binding Effect; Assignability. This MCFA shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

22. Interpretation. This MCFA has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this MCFA. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

23. Authority. Each signatory to this MCFA represents and warrants that he or she has full power and authority to execute and deliver this MCFA on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this MCFA on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this MCFA will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.

24. Delays. If either Party is delayed in the performance of its obligations in this MCFA due to Force Majeure, then performance of such obligation shall be excused for the period of delay. "**Force Majeure**" means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Costco's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.

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25. Notices. All notices, requests, demands, and other communications called for or contemplated by this MCFA shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

**Costco Wholesale Corporation**

c/o Bruce Coffey  
999 Lake Drive  
Issaquah, WA 98027

And to its Attorney:  
Stoel Rives LLP  
c/o Patrick Mullaney  
600 University Street  
Suite 3600  
Seattle, WA 98101

**City of Lake Stevens**

c/o Gene Brazel  
City Hall  
1812 Main Street  
Lake Stevens, WA 98258

And to its Attorney:  
Ogden Murphy Wallace  
c/o Greg Rubstello  
901 5th Avenue  
Suite 3500  
Seattle, WA 98164

26. Dispute Resolution. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.

- a. Settlement Meeting. If any dispute arises between the Parties relating to this MCFA, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting. The City shall send the Designated Official and persons with information relating to the dispute, and Costco shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
- b. Unresolved Disputes. In the event that the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default

12/10/19

is referred to as the “**Defaulting Party**”. The Defaulting Party shall have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this MCFA. The Parties may in their joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired and the default remains materially uncured at such time.

- c. Governing Law and Venue. This MCFA shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this MCFA shall lie in King County Superior Court.
  - d. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this MCFA and that the Parties are entitled to compel specific performance of all material terms of this MCFA by any Party in default hereof. All terms and provisions of this MCFA are material.
  - e. Attorneys’ Fees. In any arbitration or judicial action to enforce or determine a party’s rights under this MCFA, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys’ fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
27. No Third-Party Beneficiary. This MCFA is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this MCFA.
28. Severability. This MCFA does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
29. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this MCFA practically effective; provided, however, that this Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this MCFA.
30. Compliance with Other Regulatory Agency Requirements. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Development which are separate from, and additional to, those contained in this MCFA. Other public agencies with jurisdiction over the Development may include, without limitation, the Washington State Department Ecology, the Army Corps of Engineers, and the Washington State Department of Labor and Industries.

12/10/19

31. Full Understanding. The Parties each acknowledge, represent and agree that they have read this MCFA; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this MCFA after sufficient review and understanding of its contents.

32. Final and Complete MCFA. This MCFA is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Development. This MCFA may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This MCFA supersedes and replaces all prior MCFAs, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this MCFA in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this MCFA and the exhibits hereto.

12/10/19

Exhibit E-1

MCFA City Reimbursement Obligation

<b><u>Offsite Improvements</u></b>	<b><u>City's Reimbursement Responsibility<sup>1</sup></u></b>
Offsite Improvements Soft Costs <sup>2</sup>	100%
91 <sup>st</sup> Intersection Section A and Utility Extensions	100%
91 <sup>st</sup> Avenue SE Section B and Utility Extensions	100%
91 <sup>st</sup> Avenue SE Section C and Utility Extensions	100%
24th Street SE and Utility Extensions	100%
S. Lake Stevens Road Connection	100%
Regional Stormwater Facility	100%
Sewer Facilities	80%
Wetland Mitigation	50%
SR9 Culvert	100%
Other enhancements to improve environmental functions as practical	0%

[END OF MCFA.]

<sup>1</sup> See Section II.10 of the Development Agreement for Costco's contribution for offsite streets and roads identified in the city's Capital Facilities Plan and 20<sup>th</sup> Street SE Corridor Subarea Plan.

<sup>2</sup> See Section II.9 of the Development Agreement for exceptions related to soft costs.

EXHIBIT "A"

Legal Description of Costco Property

A portion of the north half of tract 25, Plat of Glenwood Division "A", according to the plat thereof recorded in volume 7 of plats, page 46, records of Snohomish County Washington, lying west of State Road No 1-A;

Except the north 10 feet conveyed to Snohomish County by deed recorded under recording no. 2144563;

And also except that portion conveyed to Snohomish County by deed recorded May 16, 2008 under recording no. 200805160832.

And, the south half of tract 23, in the Plat of Glenwood, Division "A", according to the plat thereof recorded in volume 7 of plats, page 46, in Snohomish County, Washington;

Tract 24, in the plat of Glenwood, Division "A", according to the plat thereof recorded in volume 7 of plats, page 4-6, in Snohomish County, Washington;

Except the north 250 feet thereof:

And also except the south 50 feet thereof conveyed to the County of Snohomish by deed recorded under recording no. 486165:

Also excepting therefrom that portion described in agreed Decree of Appropriation in favor of Snohomish County, a Municipal Corporation. Filed March 30, 2010. Snohomish County Superior Court.  
Case no. 09-2-04614-8,

The south half of tract 25 in the Plat of Glenwood, Division "A", according to the plat thereof recorded in volume 7 of plats, page 46, in Snohomish County, Washington lying south of 20th Street Southeast (Hewitt Avenue) and lying west of State Route 9;

Except the south 30 feet thereof conveyed to Snohomish County by deed recorded under Recording No. 486165;

Also excepting therefrom that portion described in agreed Decree of Appropriation in favor of Snohomish County, a Municipal Corporation, filed March 30, 2010, Snohomish County Superior Court,  
Case No. 09-2-04614-8,

And all of tract 33; all being in the Plat of Glenwood, Division "A", according to the plat thereof recorded in volume 7 of plats, page 46, in Snohomish County, Washington;

And, that portion of lots 21 and 22, Plat of Glenwood, Division "A", according to the plat thereof recorded in volume 7 of plats, page 46, records of Snohomish County, Washington, lying southerly of the

Following described line;

Beginning at the northeast corner of said lot 22;

Thence south 00°18'17" west 360 feet to the point of beginning of said line;

Thence south 89°02'10" west 126.25 feet:

Thence south 10 feet;

Thence south 89°02'10" west 498.18 feet to the west line of said lot 21 and the end of said line.

Except the west 15 feet of said lot 21 conveyed to Snohomish County by instrument recorded under Auditor's File No. 486165.

Situate in the County of Snohomish, State of Washington.

EXHIBIT "B"

Sketch of Costco Property

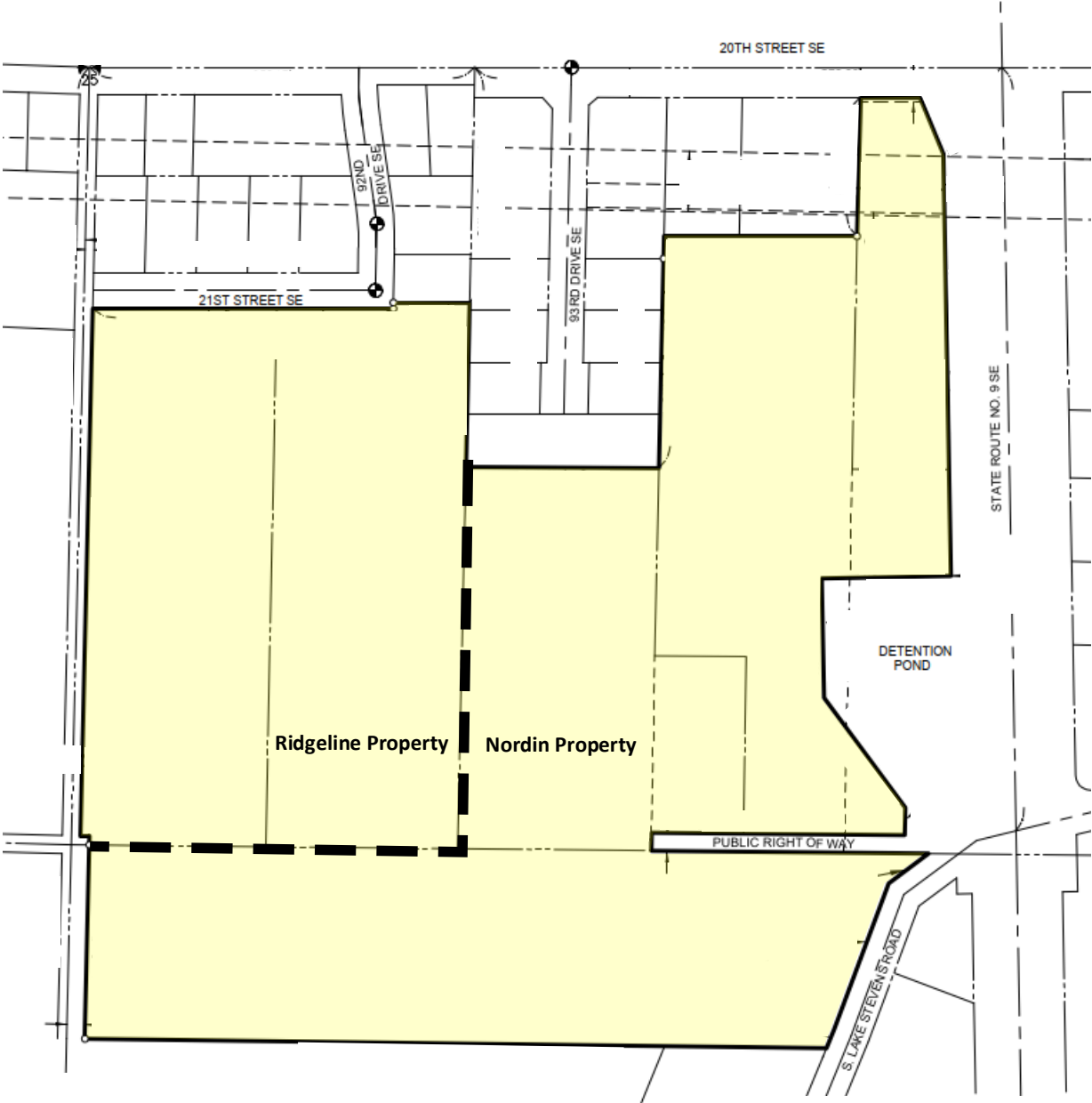


EXHIBIT "C"  
Costco Project Site Plan

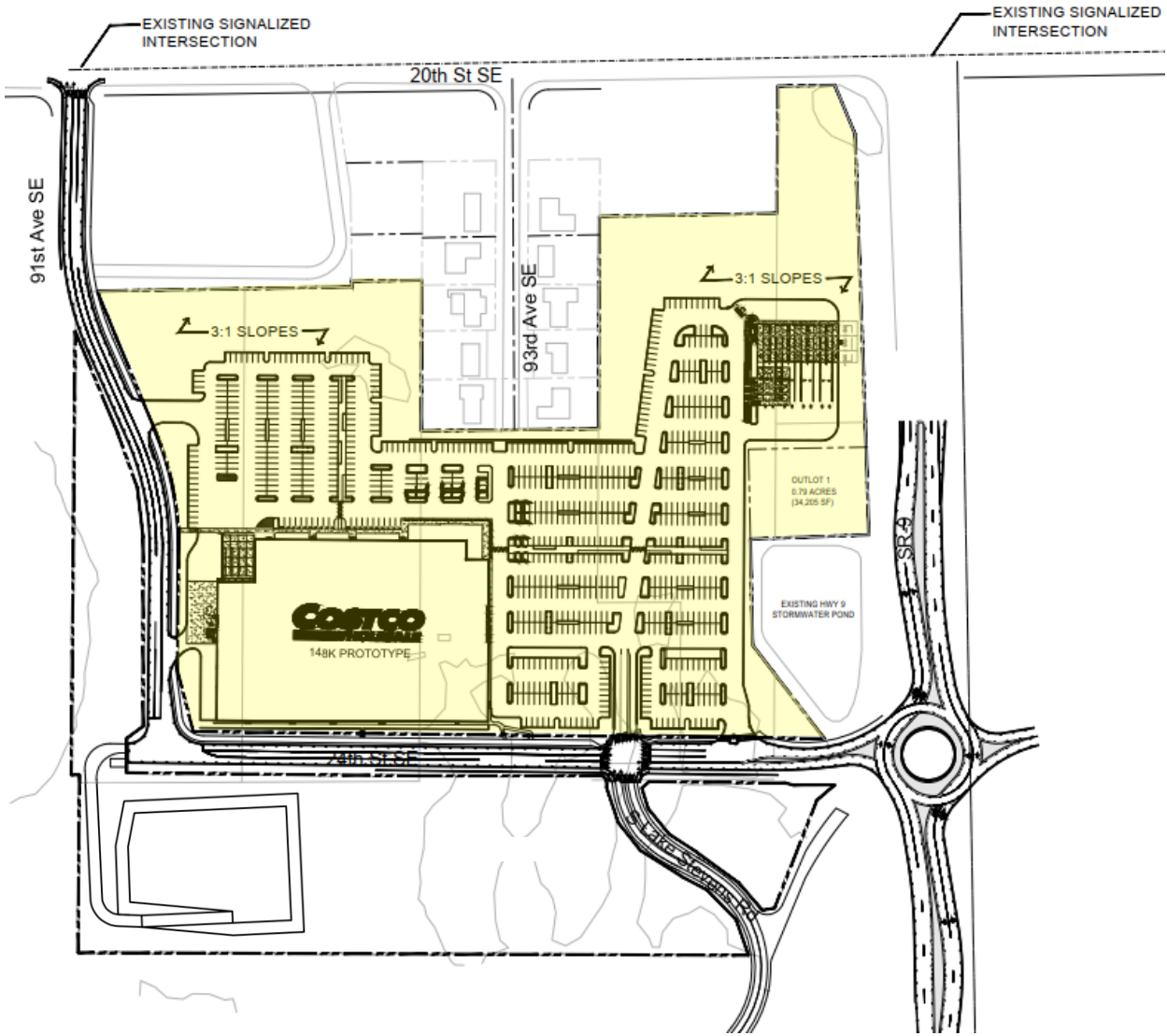




EXHIBIT “D1”

Sketch of Offsite Improvements  
91st Avenue SE, Section A

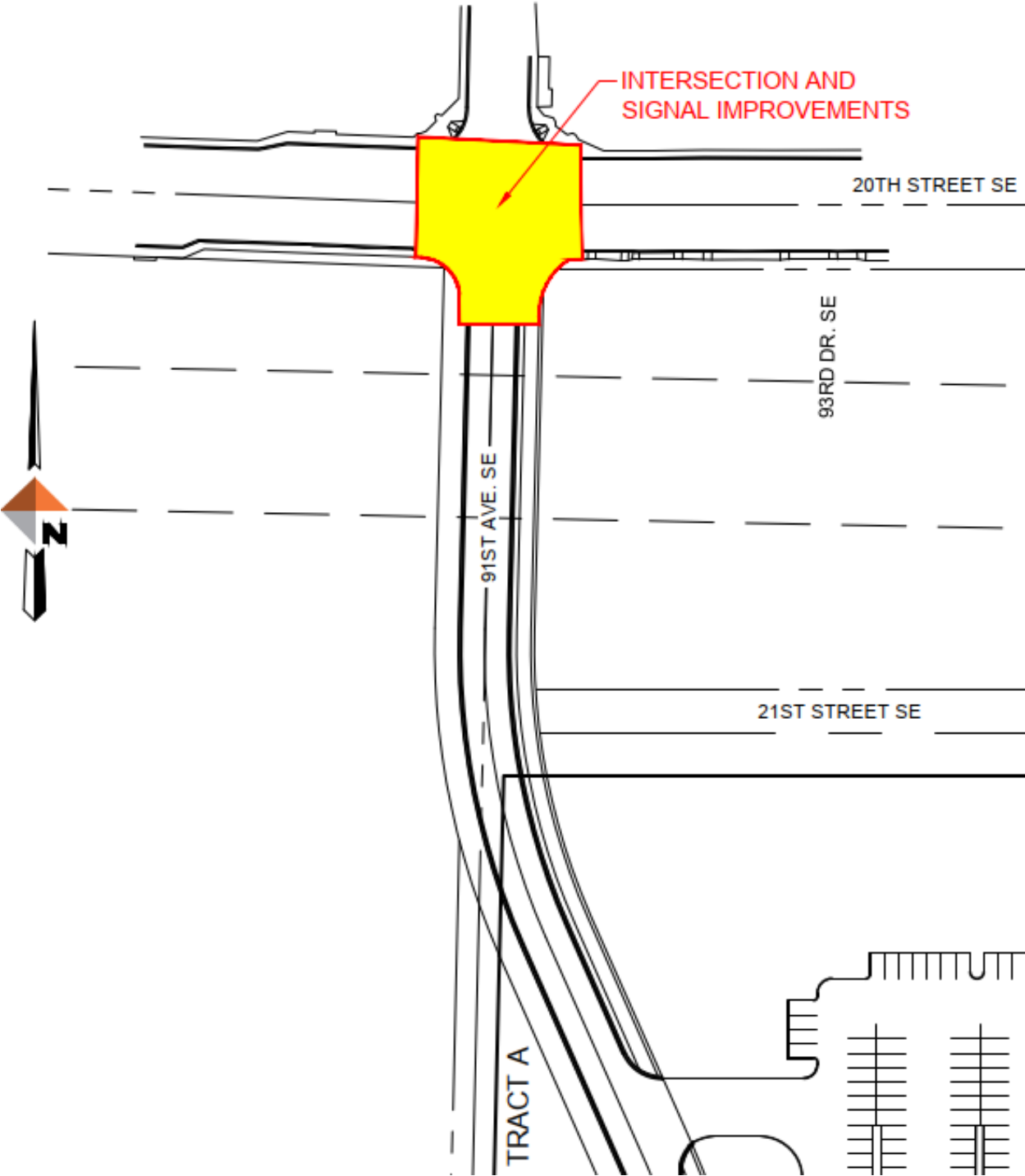


EXHIBIT “D2”

Sketch of Offsite Improvements  
91st Avenue SE, Section B

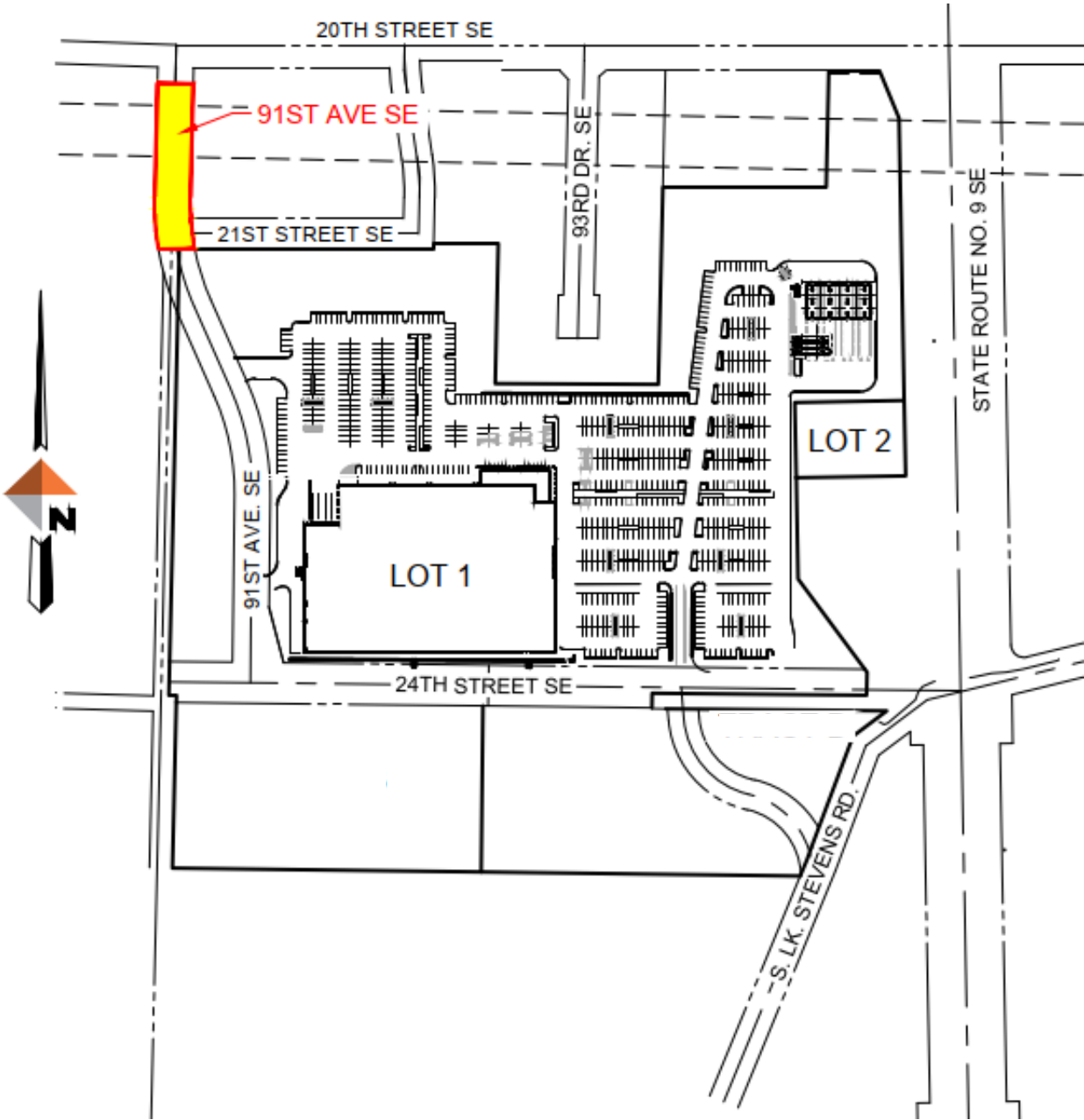


EXHIBIT “D3”

Sketch of Offsite Improvements  
91st Avenue SE, Section C

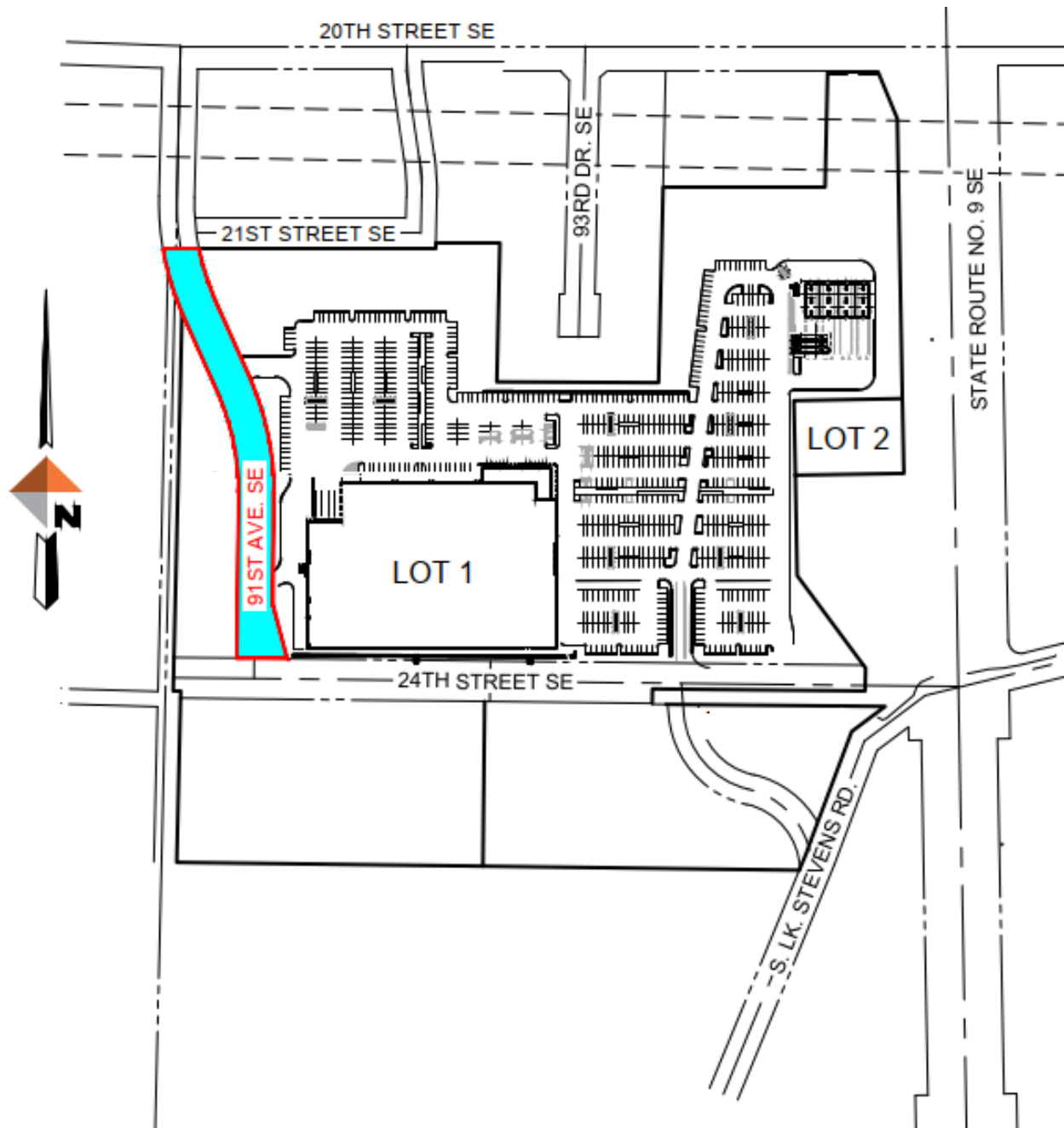


EXHIBIT “D4”

Sketch of Offsite Improvements  
24th Street SE

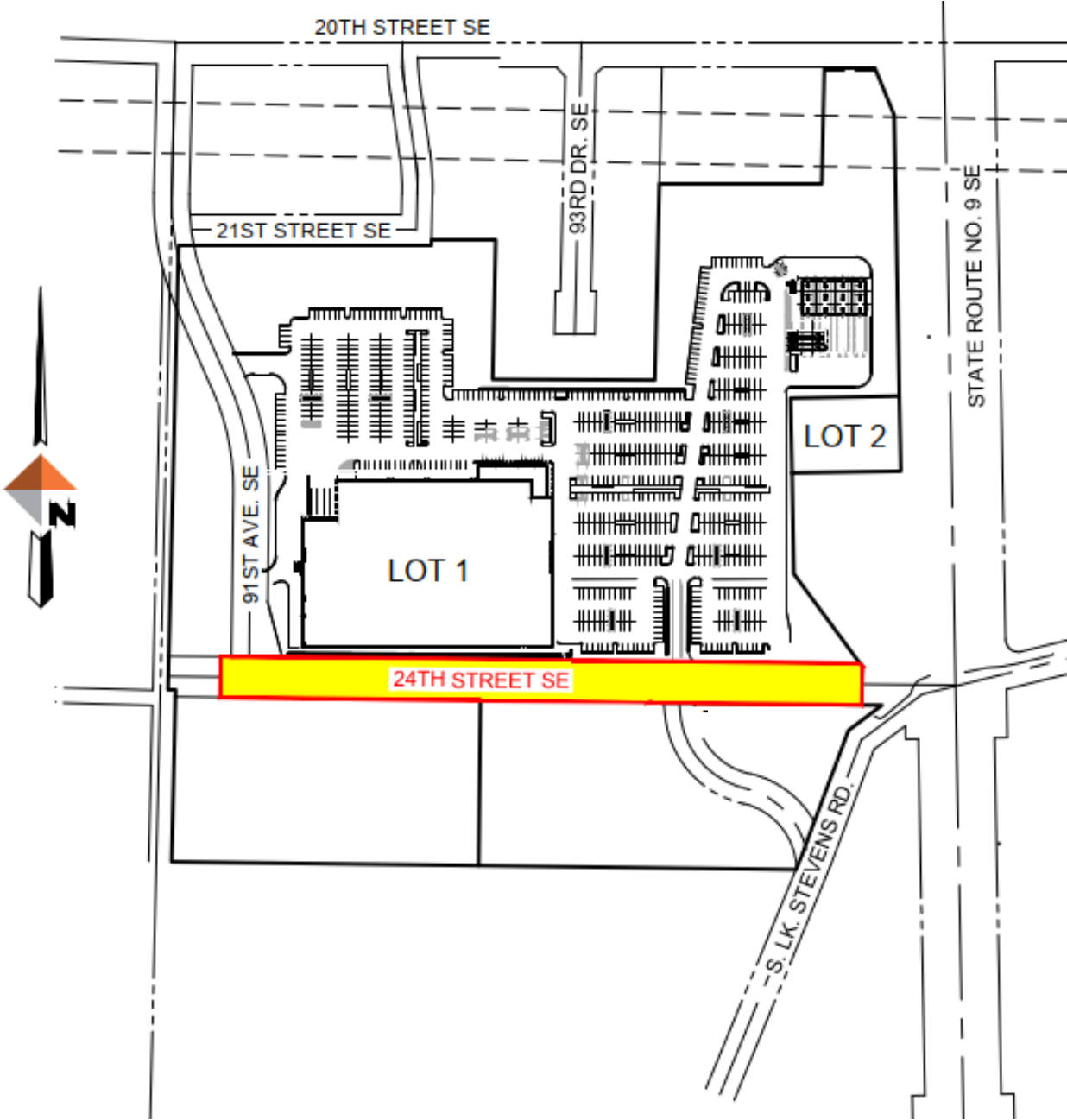


EXHIBIT “D5”

Sketch of Offsite Improvements  
S Lake Stevens Road Connection

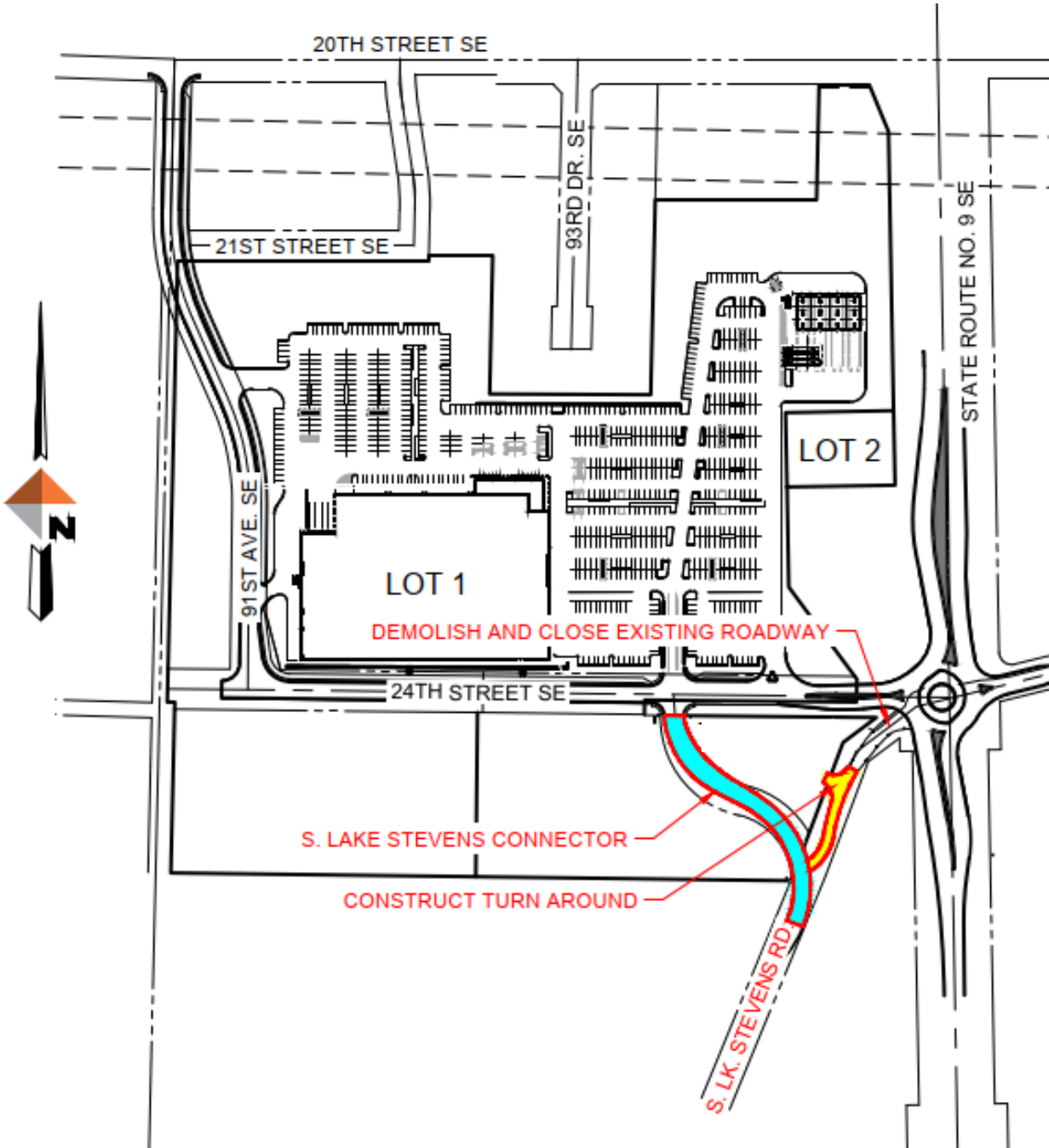


EXHIBIT “D6”

Sketch of Offsite Improvements  
Regional Stormwater Facility

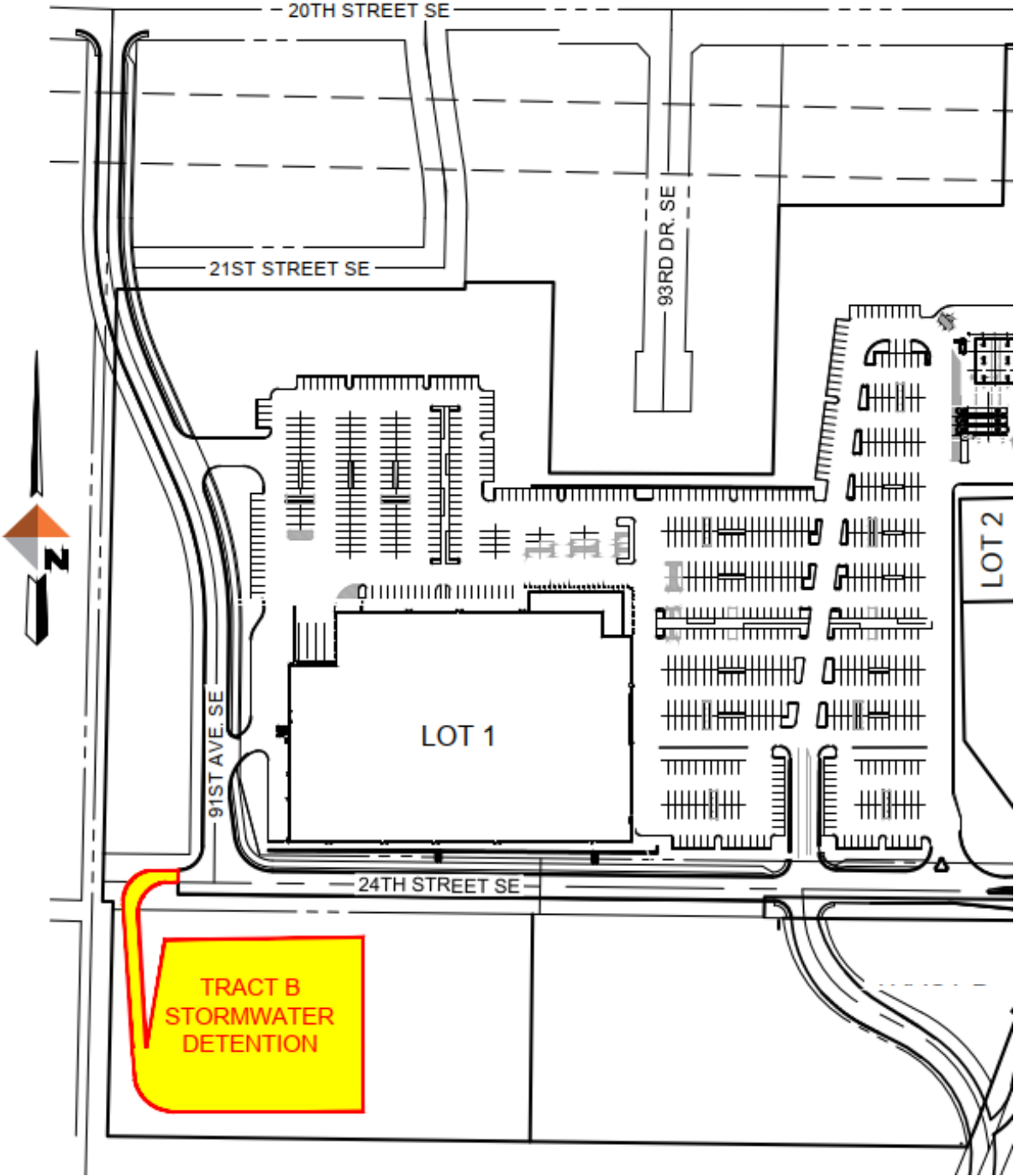


EXHIBIT “D7”

Sketch of Offsite Improvements  
Sewer Facilities

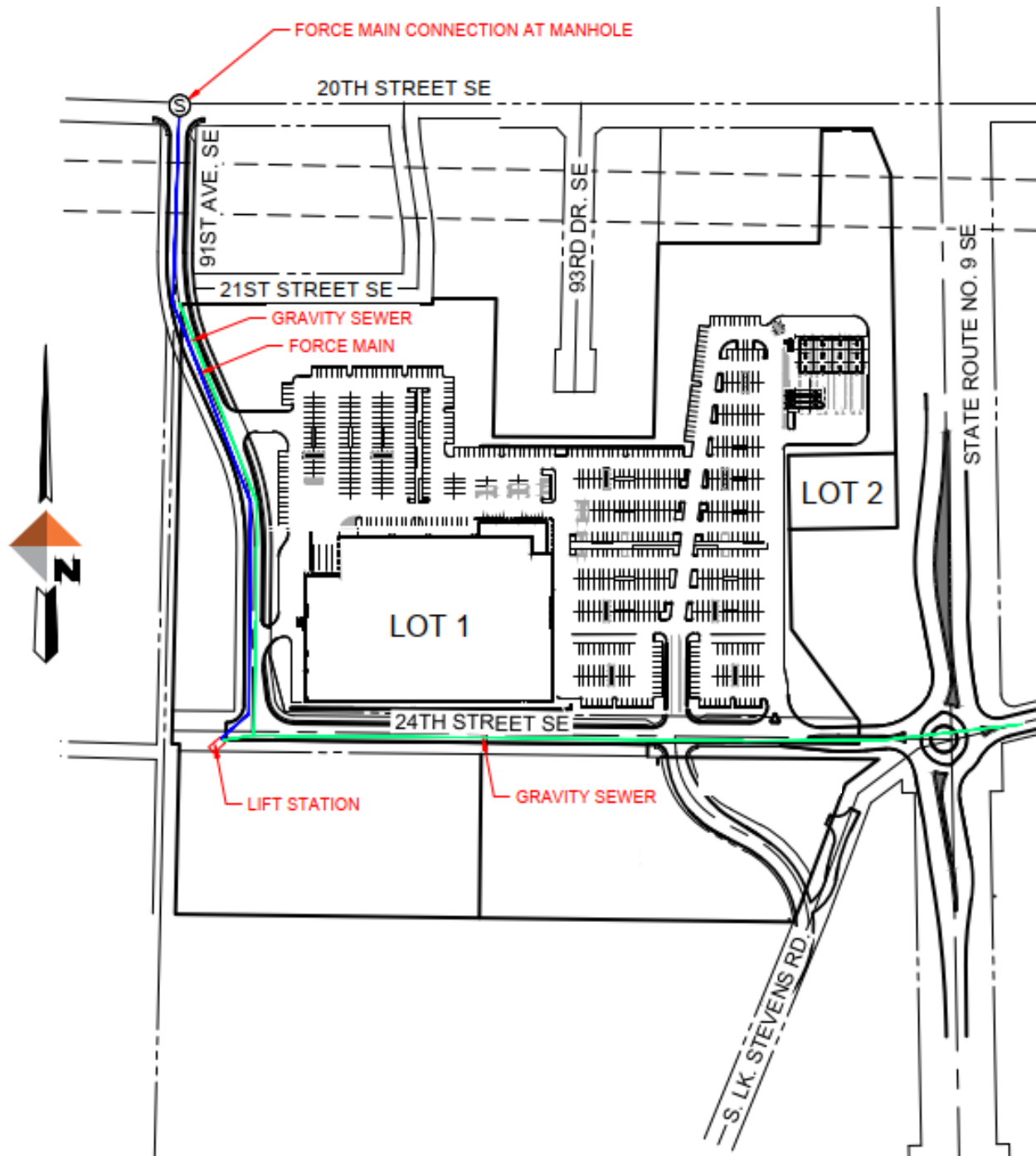


EXHIBIT "D8"

Sketch of Offsite Improvements  
Wetland Mitigation

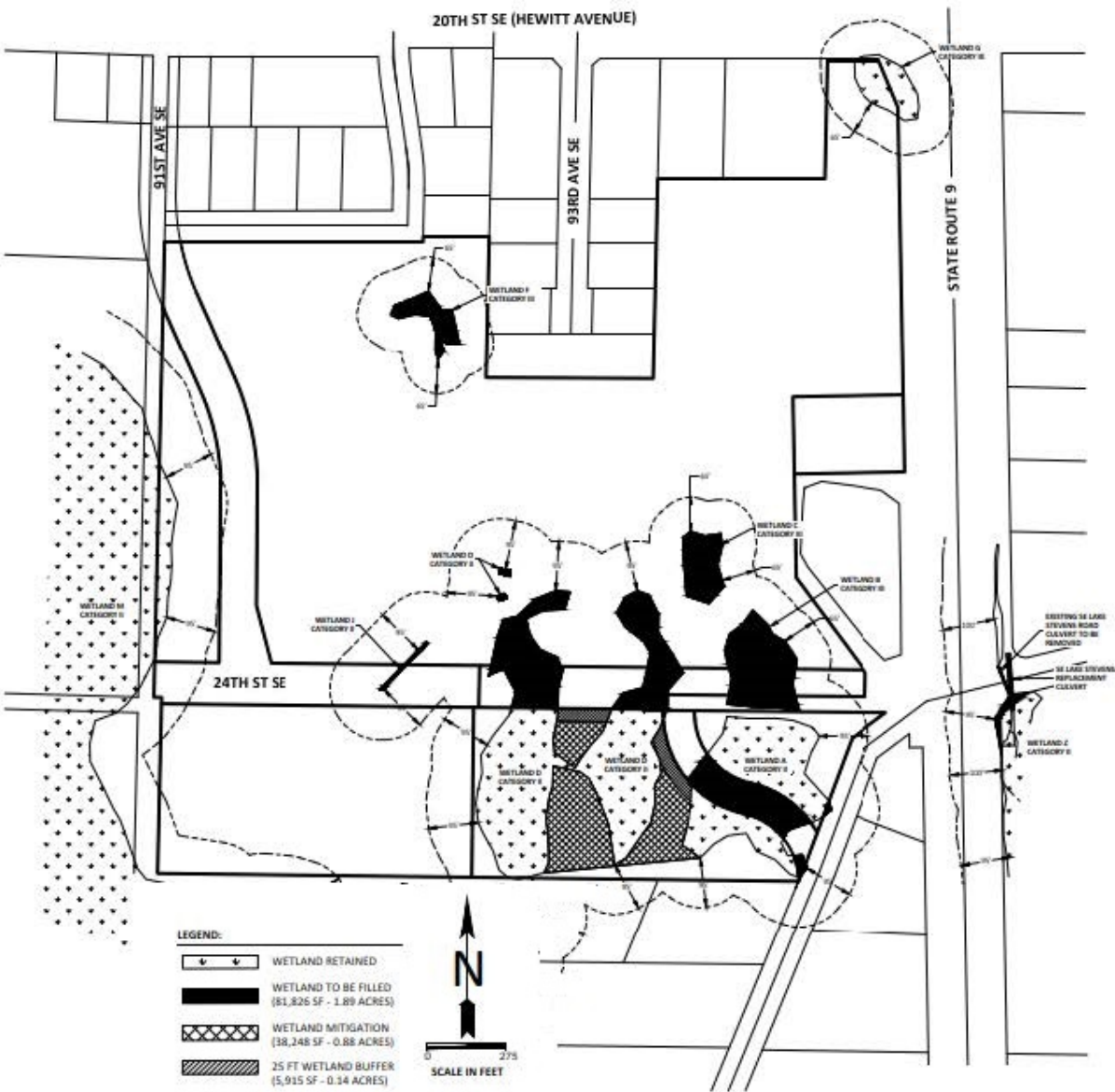




EXHIBIT “D9”

Sketch of Offsite Improvements  
Utility Extensions

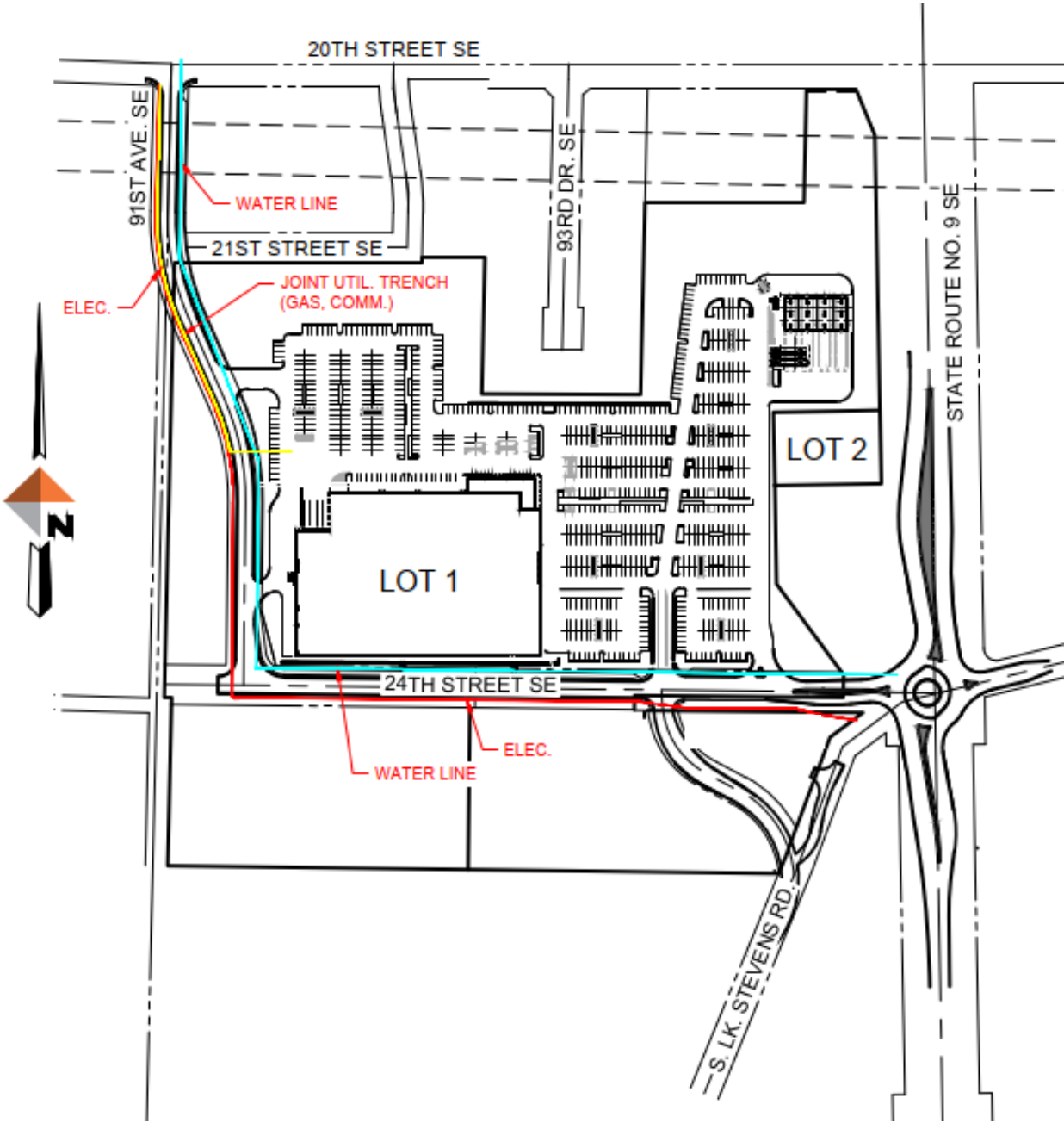
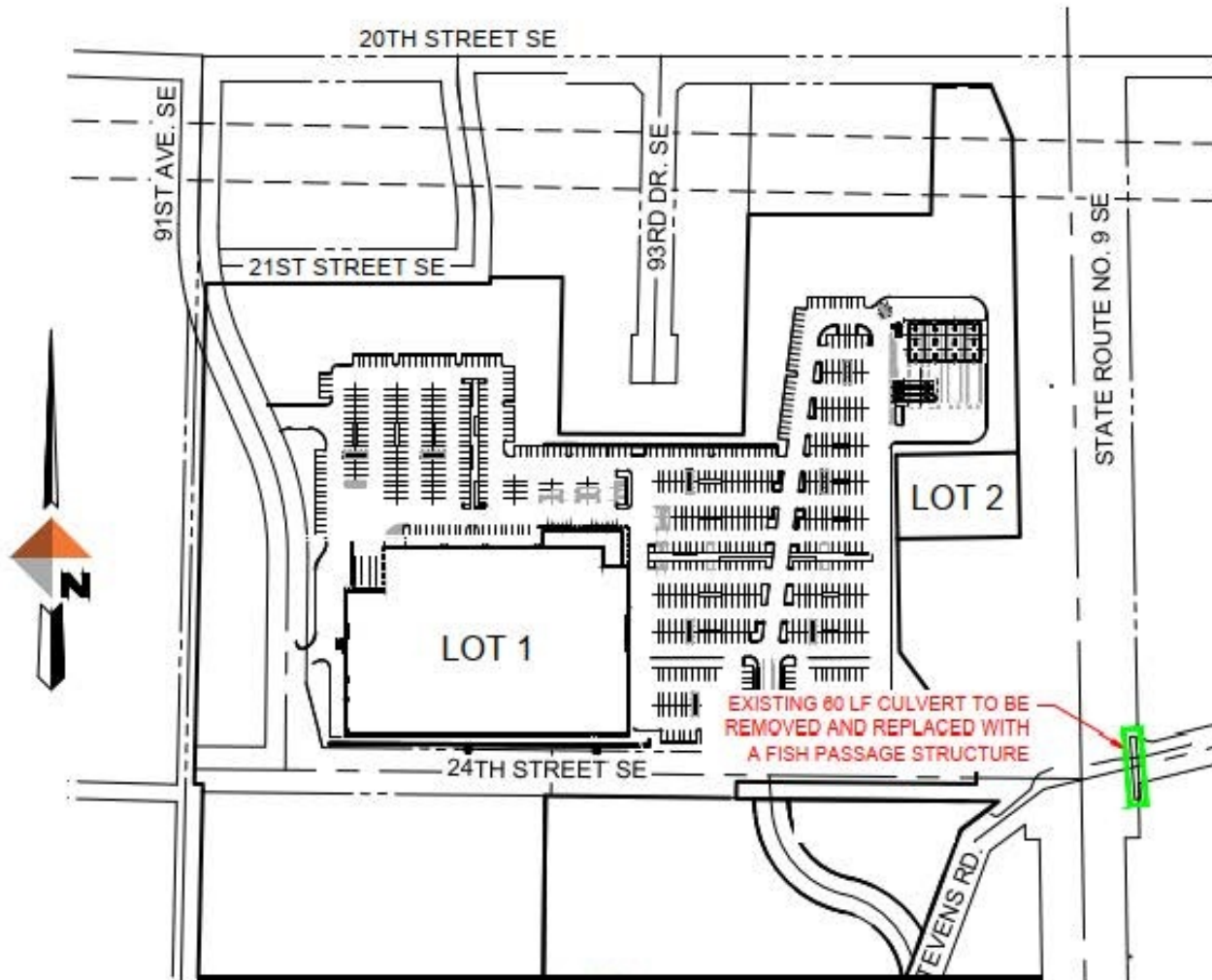


EXHIBIT "D10"

Sketch of Offsite Improvements  
Fish Passage Culverts





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** December 17, 2019

**Subject:** Lease Agreement for Office Space at Visitor Information Center

**Contact**

**Person/Department:** Gene Brazel, City Administrator

**Budget**

**Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve Lease Agreement Between City of Lake Stevens and Senator Hobbs for Office Space at Visitor Information Center in the amount of \$250 per month plus leasehold tax.**

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**SUMMARY/BACKGROUND:** Under IRS regulations, the Senate functions as a member's "employer," and payment of district office rent is reimbursed through a member's Business Expense Account issued via Senate Accounting. The State Senate provides funds in a set amount for local office space rental for state senators. Under the Senate procedures, which are governed by IRS requirements, the senators make the rental payments for their leased office space directly to the lessor and are then reimbursed by the State Senate.

Office space was previously leased to Senator Hobbs by Lake Stevens Fire at the Fire Conference Center/Administration Building, with the lease payments being managed as described above. The City has purchased that space and will be completing improvements to the buildings to house the Police Department. The City has a vacant office space in the Visitor Information Center. Senator Hobbs has viewed this space and believes it meets State criteria and his needs for a local office. The lease amount is set by the State.

Council was briefed on this at the December 3, 2019 Workshop meeting and provided direction to move forward with this lease agreement.

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**APPLICABLE CITY POLICIES:** N/A

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**BUDGET IMPACT:** N/A

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**ATTACHMENTS:**

- Exhibit A: Lease Agreement

**LEASE BETWEEN  
CITY OF LAKE STEVENS  
("Landlord")  
AND  
SENATOR STEVE HOBBS  
("Tenant")**

**1. Parties and Effective Date.** This Lease, executed this \_\_\_\_ day of December, 2019, to be effective January 1, 2020 (the "Effective Date"), is made by and between **THE CITY OF LAKE STEVENS**, hereinafter referred to as "Landlord," and **SENATOR STEVE HOBBS**, hereinafter referred to as "Tenant."

**2. Premises.** Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all the conditions set forth herein, the southeast corner office space located at 10020 Lundeen Park Way, Lake Stevens, WA 98258 (the "Leased Premises").

**3. Term.** The Lease term shall commence on the Effective Date and shall continue month to month until terminated by Landlord or Tenant as of the last day of a calendar month upon not less than thirty (30) days written notice to the other.

**4. Tenant's Rent Obligations.** The rent shall be two hundred and fifty (\$250.00) per month applicable leasehold tax. Rent shall be paid in advance on the first day of each month.

**5. Use of the Leased Premises.** The Leased Premises shall be jointly used by Tenant and Landlord. The Leased Premises shall be used and occupied by Tenant for use as Tenant's legislative district office. The Tenant may not change such use without the Landlord's prior written consent. No act shall be done in or about the Leased Premises that is unlawful or that will increase the rate of insurance on the building without the Landlord's written consent. Tenant will not commit or allow to be committed any waste or any public or private nuisance. Tenant shall comply with all laws relating to its use of the premises and shall keep and observe such reasonable rules and regulations as may be adopted and published from time-to-time by Landlord for the safety, care, cleanliness and benefit of the Leased Premises and the Building.

**6. Maintenance, Repairs and Alterations.**

**6.1 Tenant's Obligations.** Tenant, at Tenant's expense, shall keep in good order, condition and repair the interior of the Leased Premises. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord, or as thereafter improved, reasonable use and wear excepted. Tenant shall repair any damage to the Leased Premises which are caused by its use thereof, or by the removal of Tenant's trade fixtures, furnishings or equipment, which repair shall include the patching and filling of any holes and repair of any structural damage.

**6.2 Landlord's Obligations.** Unless a tenant is responsible for repair

pursuant to a provision like that set forth in Section 6.1, Landlord shall keep in good order, condition, and repair, the roof, common areas, exterior of the Leased Premises, foundation, load bearing walls, heating, air conditioning, plumbing, electrical, and other Building systems, and all other portions of the Building other than the interior of premises rented to tenants. Landlord shall also arrange janitorial services.

**6.3 Alterations and Additions.** Tenant shall not, without Landlord's prior consent, make any alterations, additions or improvements in the Leased Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions, including utility installations, at the expiration of the term, and restore the premises to their prior condition. If Landlord fails to thus condition Landlord's consent, Tenant need not remove such alterations at termination. Tenant shall not permit any mechanics' or materialmen's liens to exist or to be filed against the premises. Tenant shall hold Landlord harmless from any damage, loss or expense arising out of any work done pursuant to this Section 6.4. All work on the Leased Premises shall be done in compliance with all applicable governmental codes and regulations and in accordance with plans and specifications approved in writing in advance by Landlord. Unless otherwise agreed in writing, all such alterations, improvements or additions shall become the property of Landlord and remain upon and be surrendered with the Leased Premises at the expiration of the term. Such alterations or additions shall not be deemed to be additional rent under this Lease. Tenant's machinery, equipment and trade fixtures, other than that which is affixed to the Leased Premises so that it cannot be removed without material damage to the Leased Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 6.1.

## **7. Insurance; Indemnity.**

**7.1 Liability Insurance.** The Senate and the House of Representatives participate in the state's self-insurance program. Through that program, coverage is provided to the Senate and House, their employees and elected and appointed officials, while acting within the scope of their employment. Claims may include those arising from bodily injury, personal injury, and property damage to a third party, attributable to the Senate or House.

**7.2 Property Insurance.** Landlord shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business in the State of Washington, insuring the Building for an amount not less than replacement cost against damage or destruction by perils covered by the standard form of fire and extended coverage including malicious mischief endorsements to fire insurance policies in the State of Washington in effect at the time that the policies are obtained.

**7.3 Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of, or damage to, such waiving party or its property or the property of others under its control, as to any such loss or damage which is insured against under any insurance policy in force at the time of such loss or damage.

**7.4 Hold Harmless.** Tenant shall indemnify, defend and hold Landlord

harmless from any and all claims arising from Tenant's use of the premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

**8. Damage or Destruction.** In the event the Leased Premises are damaged to such an extent as to them untenable in whole or in a substantial part hereof, it shall be optional with the Landlord to repair or rebuild the same. Landlord shall have thirty (30) days after the date of such damage to notify the Tenant of Landlord's intentions not to repair or rebuild said premises, or the part so damaged, and if Landlord elects not to repair or rebuild said premises the Lease shall be terminated as of the date of such damage or destruction. If Landlord does not so notify Tenant, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent shall be reasonably abated to reflect the portion of the Leased Premises thus untenable.

**9. Defaults.** Time is of the essence hereof. In the event Tenant shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease at the time designated herein, or in the event Tenant is in default or in violation of any term of this lease for which no specific time is designated and the default or violation shall continue for, or shall not be remedied within, twenty (20) days after notice in writing thereof is given by Landlord to Tenant, specifying the matter claimed to be in default, or in the event Tenant receives such notice and cures the default and then commits the same default within the next six (6) months, Landlord, at its option, may terminate this Lease. In addition to any other legal remedies provided by law, Landlord may then reenter and repossess the Leased Premises, using such force as may be necessary, and remove all persons and property from the Leased Premises. With respect to any default which cannot be cured within twenty (20) days, Landlord shall not be entitled to terminate this Lease if Tenant, within such twenty-day period, commences appropriate steps to cure the default and thereafter continuously exercises due diligence to cure the default. In addition to curing any default, Tenant shall also reimburse Landlord for any costs incurred by Landlord in connection with the giving of notice of default and the reinstatement of the Lease, including but not limited to reasonable attorney's fees. The amount of such costs shall be billed to Tenant and shall become due and payable as additional rent to Landlord together with Tenant's next monthly rental installment.

**10. Attorney's Fees.** If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Leased Premises, the losing party shall pay the prevailing party, in addition to the costs and disbursements allowed by law, a reasonable sum of attorney's fees.

**11. Assignment and Subletting.** Tenant may not assign this Lease and any part thereof and may not sublet the Leased Premises and any part thereof without the written consent

of Landlord. No sublease or assignment shall relieve the Tenant of any of Tenant's obligations hereunder. If consent is once given by Landlord to the assignment of this Lease, or any interest therein, Landlord shall not be barred from afterwards refusing to consent to further assignment.

**12. Waiver.** Any failure of Landlord or Tenant to enforce rights or seek remedies upon any default of the other party with respect to the obligations of each or either of them, and any waiver by either of the parties hereto of any breach of any term, covenant or condition hereof, shall not be considered to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

**13. Arbitration.** If a dispute arises between the parties concerning the provisions of this Lease, and as a condition precedent to suit or action thereon, the dispute shall be submitted to arbitration in the following manner:

The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator. The other party shall respond with any additional or counter statement of the issue, or issues, to be arbitrated and shall designate the responding party's arbitrator, all within fourteen (14) days after receipt of the initial notice. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator. The arbitrators shall promptly, as the circumstances allow and within a time established by the majority of the arbitrators, conduct a hearing on the issue or issues submitted to them, and shall put their decision in writing, which decision shall be binding upon the parties. A decision by a majority of the arbitrators shall be the decision of the arbitration panel. The arbitrators shall have authority to award costs and reasonable attorney fees to either party in accordance with the merits and good faith of the positions asserted by the parties. In lieu of appointing three arbitrators and in accordance with the foregoing, the parties may, by written agreement, designate a single arbitrator. Except as provided herein the proceedings under arbitration shall be in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

**14. Notices.** All notices given by either party to the other hereunder shall be sent to the following addresses:

Landlord: Kathy Pugh, CMC  
City Clerk  
City of Lake Stevens  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

Tenant: Senator Steve Hobbs  
PO Box 40444  
Olympia, WA 98504

Either party may, at any time, change its address by notice to the other. Any notice given by any party to any other party hereunder shall be deemed to have been given at the time hand delivered and receipted for or deposited in the United States mail, either registered or certified, with postage prepaid, addressed to party to whom such notice is given at the address above set forth or at such other address as such party may have specified by notice to the other party.

**15. Removal of Property.** If Tenant shall fail to remove any of its property of any nature whatsoever from the Leased Premises at the termination of this Lease, or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sale as follows: (i) to the cost and expense of such sale, including reasonable attorney's fees; (ii) to the payment of the costs or charges for storing any such property; (iii) to the payment of any other sums of money which may then be, or thereafter become, due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant.

**16. Landlord's Access.** Upon twenty-four (24) hours written notice, Landlord and its agent(s) shall have the right to enter the Leased Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers, lenders, or future tenants, and making such repairs as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises "for sale" signs and may during the last ninety (90) days of the term place on or about the premises "for sale or lease" signs, all without liability to Tenant.

**17. Landlord's Consent.** If Tenant requests Landlord's consent hereunder and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for withholding of Landlord's consent. Tenant's sole remedy shall be an action for specific performance or injunction, and such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or where, as a matter of law, Landlord may not unreasonably withhold its consent.

**18. Acceptance of Premises.** Tenant accepts the Leased Premises "as is" and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the premises, and accepts this lease subject thereto and subject to all matters disclosed hereby. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representations or warranty as to the suitability of the Leased Premises for the conduct of Tenant's business.

**19. Binding Effect.** Except as otherwise limited herein, the respective rights and obligations hereunder shall inure to and be binding upon the parties hereto and their assigns and successors in interest.

**20. Severability.** If a court of competent jurisdiction shall declare any term or provision of this Lease or the application thereof to any person or circumstances illegal, invalid



or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

**21. Lease Entire Contract.** This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument of equal dignity to this instrument.

**22. Governing Law, Venue.** This Lease shall be construed and interpreted in accordance with the laws of the State of Washington and any action brought hereunder for the interpretation or enforcement of the Lease shall be brought in the courts of such state, in the county of Spokane, Washington. The parties hereby consent to jurisdiction of such courts.

**23. Paragraph Headings.** The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

**24. Termination on Death or Departure from Office.** Notwithstanding any other contradictory provision of this Lease, including the identity of the Tenant or term hereof, if Washington State Senator Steve Hobbs dies or departs from his office for any reason during the term of this Lease, as the same may be extended by any separate or further agreement, this Lease shall terminate on the earlier of: (i) the date on which the Premises is vacated by the Tenant; or (ii) the 30<sup>th</sup> day next following the date of death of or departure from office by Senator Steve Hobbs. Tenant's obligation to pay rent and other charges, including, but not limited to utilities or phone charges, hereunder shall continue until the date of termination as defined in this section. If the date of termination, as defined in this section, is a date other than the end of a calendar month, rent hereunder shall be prorated accordingly. If any rents or other charges have been advanced by Tenant, the same shall prorated as of the termination date as defined herein and refunded to Tenant .

EXECUTED as of the day and year first above written.

TENANT:

LANDLORD:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** December 17, 2019

**Subject:** Zoning Code Updates

**Contact** Russ Wright, Community Dev. Director

**Budget** none

**Person/Department:** Sabrina Harris, Associate Planner

**Impact:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

Discuss proposed zoning code standards

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The City Council and Mayor have discussed an interest in reviewing zoning requirements for the city, specifically the High Urban Residential area. This update coincides with the city's desire to accommodate missing middle housing and state changes made through House Bill 1923 that require cities to consider flexible tools to promote efficient and affordable housing options. The current proposal also considers community concerns related to a perceived lack of open space and crowded neighborhoods.

**Project Goals:**

1. Define what new development can look like in standard subdivisions for properties within and outside city limits considering the current land supply;
2. Define innovative housing tools that will support more diverse neighborhoods with a mix of housing types; and
3. Define an infill toolbox for re-developable and partially-used properties.

Staff created an outreach program to discuss these issues with an advisory committee comprised of interested citizens and industry constituents. Work with the Land Use Advisory Committee has included a visual preference survey, review of the city's current zoning standards, review of standards from multiple jurisdictions, briefing on the city's buildable lands status and participation in creating updated standards for residential development and infill development. Common themes expressed by the group focused on promoting more diversity in neighborhoods, efficiency in development and community aesthetics. Staff held eight meetings with the Land Use Advisory Committee throughout 2019 including a workshop with the Planning Commission. Staff has briefed the Planning Commission five times on changes and periodically briefed the Council on the progress.

Specific code development presented to the Planning Commission has included:

- Subdivision updates,
- Code Clean-up,
- Zoning standards updates, and
- Expanded in-fill requirements.

Many of the amendments required restructuring and reorganizing of existing code with minor adjustments to support the greater project. New proposed code sections are shown through the track-change function, underlined sections are new, while the unaltered code is in black.

Updating the subdivision code primarily consists of reorganizing and consolidating various subdivision sections into one cohesive chapter. Chapter 14.18 currently contains two parts, Subdivisions and Binding Site Plans. The chapter will now include two more parts, Boundary Line Adjustments and Alternative Subdivisions. The Boundary Line section will see the addition of Lot line Consolidation and the Alternative Subdivision Section will include Planned Residential Developments (PRD), Cluster subdivisions, and Unit lot Subdivisions. As part of this consolidation specific changes were made to the PRD section to provide incentives to make PRD's a more attractive zoning tool for development.

Changes to Chapters 14.08, 14.16C, 14.36 and 14.44 are minor and reflect changes to definitions naming, reorganization and simplification of the municipal code and recent changes to the Comprehensive Plan. Changes in Chapter 14.48 include new zone names, element clarification and updates to the dimensional standards. The update includes revisions to lot size requirements, impervious surface limits, and setback standards that better align with that of other jurisdictions, buildable lands methodology while providing new flexibility in some design elements. As part of this update staff has worked with representatives from Master Builders and other stakeholders. Further meetings are scheduled to refine the final draft code.

Updates in Chapter 14.46 have included the addition of Part III Infill Development. The provision provides the abilities to develop alternative housing styles that give flexibility and standards for underutilized residential property. These flexibility options include bonus for density, setback, and impervious surface that can be applied to eligible infill development properties. Regulations for cottage housing in part II saw little change and the remainder of the chapter has had minor changes to remove redundant processes.

The purpose of tonight's meeting is to have a follow up discussion with Council as staff completes the code updates and prepares for public hearings with the Planning Commission in the first quarter of 2020.

**ATTACHED:**

1. Code amendment 14.08, 14.36, 14.44
2. Code amendment 14.18
3. Code amendment 14.46
4. Code amendment 14.48

## Exhibit 1

### Chapter 14.08 BASIC DEFINITIONS AND INTERPRETATIONS

Sections:

14.08.010 Definitions of Basic Terms

14.08.020 Recodified

#### 14.08.010 Definitions of Basic Terms.

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this title.

*Cluster.* A group of residential dwelling units arranged around usable open space (~~Cluster Subdivisions, Section 14.48.070~~) or a common open area (~~Cottage Housing Development Standards, Chapter 14.46~~).

~~Corner lot. See definitions under "lot"~~

Corner lot. See definitions under "lot"

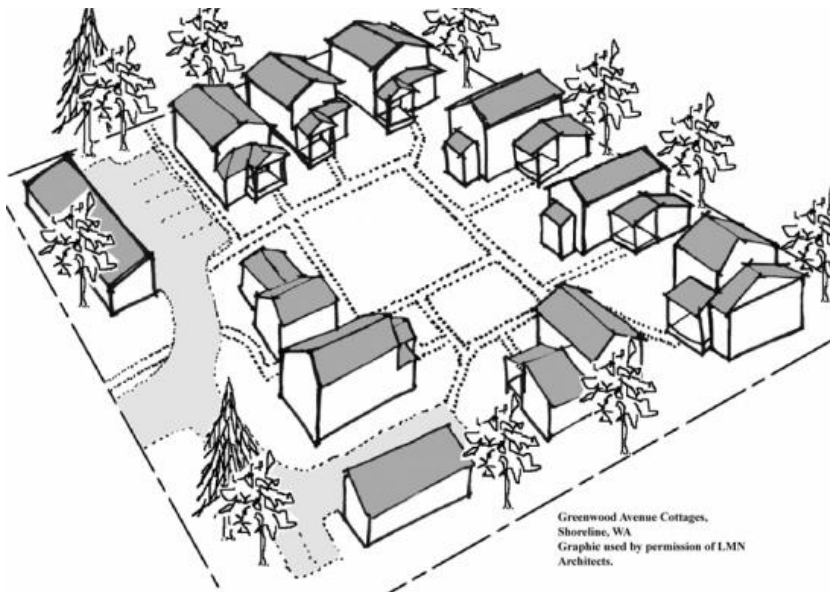
*Cottage.* A single-family detached dwelling unit, not larger than 1,500 square feet, constructed as part of a cottage housing development. More than one cottage may occupy a single lot.

*Cottage Housing Development. See Chapter 14.46 Part II Cottage Housing Development Standards*

*Cottage Housing Development.* One or more clusters of cottages developed under a single land development plan or as part of another land development plan (mixed use development or planned business district) (see Chapter 14.46). A cottage housing development shall have the following characteristics:

- (a) Each cottage is of a size and function suitable for one to three people;
- (b) Each cottage has the construction characteristics of a single-family house as set forth in this chapter;
- (c) Cottages are developed as a detached dwelling or carriage house, common interest community, and share use of common elements such as a common open area, tool shed, community building, gazebo, workshop or parking areas; and
- (d) The site is designed with a unified concept that includes homes surrounding a shared common open area, detached parking arranged on site perimeters, access within the site and from the site, and visually consistent landscaping and architecture.

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The following drawing shows a typical cottage housing development:

*Cottage Housing Development Lot.* The undivided lot on which a cottage housing development takes place.

*Developable (e.g., land, acres).* Land on which development can occur per the regulations of this and other titles of the Lake Stevens Municipal Code. Specifically, lands that are considered critical areas per Chapter 14.88 (Critical Areas) are not considered developable.

*Developable Area.* Land outside of critical areas, their setback, and buffers.

~~*Flag lot.* See definitions under “lot”~~

~~*Flag lot.* See definitions under “lot”~~

*Infill Development.* The creative recycling of vacant or underutilized lands within cities and suburbs. Examples include a vacant lot within an existing neighborhood, surface parking lots, or empty buildings. Infill development can reduce traffic congestion, save open space, and create more livable communities. Infill development contributes to a more compact form of development, which consumes less land and resources and offers increased mobility for those who cannot drive or prefer not to drive.

*Innovative Housing Options.* Different housing styles that provide a choice of housing in the City including, but not limited to, cottages, compact single-family homes, accessory dwelling units, “skinny” houses, and duplexes, triplexes, and fourplexes designed to look like single-family homes.

*Lot.* A fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

1. “Corner lot” means a lot bounded on two adjacent sides by intersecting public streets.

2. "Flag or panhandle lot" means a lot where the front and rear lot lines conform to zoning code requirements for lot dimensions and lot sizes except for the panhandle. The panhandle is a narrow strip of land which does not, itself, meet the full frontage or width requirements of a lot and will be utilized principally for access purposes from an improved public right-of-way.

3. "Interior lot" means a lot abutting only one street.

4. "Through lot" means a lot with frontage on two parallel or approximately parallel streets.

(e) The tongue, axles, transporting lights, and removable towing apparatus are removed after placement on the lot and before occupancy.

"Lot area" means the total horizontal area within the boundary lines of a lot, excluding any access easements or panhandles. For purposes of this definition, a "panhandle" means a narrow strip of land designed for access purposes which does not, itself, meet the full frontage or width requirements of a lot.

Lot Width. The width of a lot is the horizontal distance between the side lot lines measured on a line intersecting at right angles the line of the lot depth 30 feet from the front lot line.

"net buildable area" means gross land area, measured in acres, minus land area in roads, panhandle access and other rights-of-way, surface stormwater retention/detention/water quality facilities, submerged lands, regional utility corridors and land dedicated to the city.

"Net density" means the number of dwelling units divided by the net project area.

Panhandle lot. See definitions under "lot"

**Residence, Duplex.** A two-family residential use in which the dwelling units share a common wall (including without limitation the wall of an attached garage or porch) and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

**Residence, Multifamily.** A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch).

**Residence, Multifamily Apartments.** A multifamily residential use other than a multifamily conversion or multifamily townhouse.

**Residence, Multifamily Conversion.** A multifamily residence containing not more than four dwelling units and results from the conversion of a single building containing at least 2,000 square feet of gross floor area that was in existence on the effective date of this provision and that was originally designed, constructed and occupied as a single-family residence.

**Residence, Multifamily Townhomes and Row Houses.** A multi-story structure containing a group of three or more attached dwelling units, in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one other dwelling unit; has a separate, ground floor entrance; and each dwelling unit has open space on at least two sides.

**Residence, Single-Family Attached, One Dwelling Unit Per Lot.** A residential use consisting of a single building containing two dwelling units which share a common wall (including without limitation the wall of an attached garage or porch), but located on two separate lots containing no other dwelling units in such a manner that a lot line bisects the building along the common wall and that each dwelling unit is completely on a separate lot.

**Residence, Single-Family Detached, More Than One Dwelling Per Lot.** A residential use consisting of two or more single-family detached dwelling units on a single lot.

*Residence, Single-Family Detached, One Dwelling Unit Per Lot.* A residential use consisting of a single detached building containing one dwelling unit and located on a lot containing no other dwelling units.

*Residence, Two-Family.* A residential use consisting of a building containing two dwelling units. If two dwelling units share a common wall, even the wall of an attached garage or porch, the dwelling units shall be considered to be located in one building.

*Residence, Two-Family Conversion.* A two-family residence resulting from the conversion of a single building containing at least 2,000 square feet of gross floor area that was in existence on the effective date of this provision and that was originally designed, constructed and occupied as a single-family residence.

[Through lot. See definitions under "lot"](#)

["Zero lot line development" allows single-family residences, sharing a common street frontage, to shift to one side of a lot. This means that the same side of each lot may have a zero or reduced setback. \(Ord. 2852 § 10 \(Exh. A\), 2011\).](#)



## Exhibit 2

### Sections:

#### Part I. Subdivisions ~~and Boundary Line Adjustments~~

- 14.18.010 Subdivisions**
- 14.18.015 Review of Subdivisions**
- 14.18.020 Limitations on Re-Subdividing Short Plats**
- 14.18.025 Criteria for Preliminary Plat Approval**
- 14.18.030 Application for Final Plat Approval**
- 14.18.035 Approval of Final Plats**
- 14.18.040 Content of the Final Plat**
- 14.18.045 Endorsements on Short and Long Subdivision Plats**
- 14.18.050 Plat Approval Not Acceptance of Dedication Offers**
- 14.18.055 Subdivision Recording Requirements**
- 14.18.060 Alterations of Subdivisions**
- 14.18.065 Vacations of Subdivisions**
- ~~**14.18.070 Boundary Line Adjustments**~~

#### Part II. Binding Site Plans

- 14.18.105 Purpose and Applicability**
- 14.18.110 Procedure**
- 14.18.115 Additional Application Requirements**
- 14.18.120 Decision Criteria**
- 14.18.125 Subsequent Development Permits**
- 14.18.130 Conditions of Approval**
- 14.18.135 Conditions for Previously Approved Site Plan**
- 14.18.140 Conditions When Concurrently Reviewed**
- 14.18.145 Design Standards - Access Requirements**
- 14.18.150 Road and Right-of-Way Establishment and Right-of-Way Dedication**
- 14.18.155 Phased Development**
- 14.18.160 Acceptance of Site Improvements**
- 14.18.165 Bond or Performance Security**
- 14.18.170 Revisions**
- 14.18.175 Recording with County Auditor**
- 14.18.180 Vacation**

### Part III. Boundary Line Adjustments

#### 14.18.200 Lot Line Adjustments

### Part IV. Alternative Subdivisions

#### 14.18.300 Planned Residential Developments

#### 14.18.310 Cluster Subdivisions

#### 14.18.320 Unit Lot Subdivisions

### Part I. Subdivisions ~~and Boundary Line Adjustments~~

#### **14.18.010 Subdivisions.**

Unless exempted by Chapter [58.17](#) RCW, all subdivision activity is subject to the requirements of this title. No person may subdivide land except in accordance with all of the provisions of this chapter. Short plats consist of subdivisions which result in nine or fewer lots. Subdivisions of 10 or more lots may also be referred to as formal or long plats/subdivisions. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.015 Review of Subdivisions.**

No person may subdivide his land except in accordance with the provisions of this title. Long and short subdivisions are subject to a three-step approval process. The first step is approval of the preliminary plat, the second is approval and construction of the infrastructure necessary to serve the plat, and the third step is for approval of the final plat. Each step requires a separate application and fee as set by Council resolution. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.020 Limitations on Re-Subdividing Short Plats.**

Short plats can be re-subdivided with a subsequent short plat within five years if the total number of lots created between the original and second short plat does not exceed nine. If the number of lots exceeds nine, re-subdivision requires a long plat. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.025 Criteria for Preliminary Plat Approval.**

- (a) A preliminary plat shall follow the procedures for a Type II review for a short plat and Type III review for plats pursuant to Chapter [14.16B](#).
- (b) A preliminary plat shall be approved if it meets the approval criteria in Chapter [58.17](#) RCW and the requirements of this title.

(c) Preliminary plat approvals may contain conditions as deemed necessary to ensure the approval criteria are met. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.030 Application for Final Plat Approval.**

The application for final plat approval shall include:

- (a) Completed application form with fee.
- (b) ~~Five~~Two draft copies of the following information:
  - (1) Mathematical lot closures showing error of closures not to exceed 0.005 times the square root of "n," where "n" equals the number of sides and/or curves of a lot.
  - (2) A certification from a professional land surveyor, licensed in the State of Washington, as to the survey data, layout of streets, alleys and other rights-of-way.
  - (3) A certification that bridges, sewage, water systems and other structures together with the information provided by the professional land surveyor for the approval signature of a licensed engineer acting on behalf of the City.
  - (4) A complete survey of the section or sections in which the plat is located, or as much thereof as may be necessary to properly orient the plat within the section or sections. A computer printout showing closures of the section or subdivision breakdown (if any), plat boundary, road centerlines, lots and tracts. The maximum allowable error of closure shall be .02 feet in any such closure.
  - (5) A title company certification which is not more than 30 calendar days old containing:
    - (i) A legal description of the total parcel sought to be subdivided; and
    - (ii) A list of those individuals, corporations, or other entities holding an ownership interest in the parcel; and
    - (iii) Any easements or restrictions affecting the property with a description, purpose and reference by auditor's file number and/or recording number; and
    - (iv) Any encumbrances on the property; and
    - (v) Any delinquent taxes or assessments on the property.
  - (6) An approved subdivision name reservation form from the Snohomish County Auditor's Office.

(7) If lands are to be dedicated or conveyed to the City as part of the subdivision, an American Land Title Association title policy shall be required.

(8) The Planning Director may require the applicant to submit any other information deemed necessary to make this determination, including, but not limited to, a copy of the tax map showing the land being subdivided and all lots previously subdivided from that tract of land within the previous five years. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.035 Approval of Final Plats.**

(a) Final plats for subdivisions and short subdivisions are approved by the Planning and Public Works Directors. Final plats shall be approved if it is found that the requirements of preliminary plat, including applicable conditions of approval, have been met, and the requirements of Chapter [58.17](#) RCW have been met.

(b) The final plat submitted for recording shall be drawn in waterproof ink on a sheet made of material that will be acceptable to the Snohomish County Auditor's Office for recording purposes, and having dimensions of 18 inches by 24 inches.

(c) When more than one sheet is required to include the entire subdivision, all sheets shall be made of the same size and shall show appropriate match marks on each sheet and appropriate references to other sheets of the subdivision. The scale of the plat shall be at one inch equals not more than 50 feet.

(d) The applicant shall also provide all final plat maps and engineered as-builts in digital form. Files shall be submitted in "\*.dwg" or other AutoCad-compatible format approved by Public Works. (Ord. 1023, Sec. 2 (Exh. A), 2018; Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.040 Content of the Final Plat.**

The final plat shall contain the following information:

(a) The name of the subdivision, which name shall not duplicate the name of any existing subdivision as recorded in the Snohomish County Registry.

(b) The name and signatures of the subdivision owner or owners.

(c) The location by quarter section/section/township/range and/or by other legal description, the county, and state where the subdivision is located.

(d) The name, registration number, and seal of the professional land surveyor responsible for preparation of the plat, and a certification on the plat by said surveyor to the effect that (1) it is a true and

correct representation of the land actually surveyed by him/under his supervision; (2) that the exterior plat boundary, and all interior lot corners have been set on the applicant's property by him/under his supervision using appropriate permanent materials, with a field traverse with a linear closure of one to 10,000 and corresponding angular closure as specified in WAC [173-303-610](#); and (3) that all street centerline monuments (points of intersection, points of curve, points of tangency, etc.) within the plat and all intersections with existing street centerlines have been monumented with concrete monuments in case or other permanent material approved by the City.

(e) The scale according to which the plat is drawn in feet per inch or scale ratio in words or figures and bar graph. The drawing shall be of legible scale, and shall include the north arrow and basis of bearings. Unless otherwise approved by the Planning Director, the scale of the final plat will be at one inch equals 50 feet in order that all distances, bearings and other data can be clearly shown.

(f) A boundary survey prepared by a Professional Land Surveyor, licensed in the State of Washington, shall be shown on the proposed plat and shall reference the plat to the Washington Coordinate System, North Zone (North American Datum, 1983) with a physical description of such corners. When the necessary G.P.S. points exist within one-half mile of the subject property, they shall be located on the plat and used as primary reference datums.

(g) The boundary lines of the plat, based on an accurate traverse, with angular and linear dimensions.

(h) The exact location, width, number or name of all rights-of-way and easements within and adjoining the plat and a clear statement as to whether each is to be dedicated or held in private ownership.

(i) The true courses and distances to the nearest established right-of-way lines or official monuments which will accurately locate the plat.

(j) Curved boundaries and centerlines shall be defined by giving radii, internal angles, points of curvature, tangent bearings and lengths of all arcs.

(k) All lot and block numbers and lines, with accurate dimensions in feet and hundredths of feet, and bearings to one second of arc. Blocks in numbered additions to subdivisions bearing the same name must be numbered consecutively through the several additions.

(l) Accurate locations of all monuments at such locations as required by the City Engineer.

(m) All plat meander lines or reference lines along bodies of water which shall be established above, but not farther than 20 feet from the high waterline of the water or within a reasonable distance, to ensure reestablishment.

- (n) Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with purposes indicated thereon and in the dedication; and/or any area to be reserved by deed covenant for common uses of all property owners.
- (o) A full and correct legal description of the property.
- (p) All permanent restrictions and conditions on the lots or tracts or other areas in the plat required by the City.
- (q) Any additional pertinent information required at the discretion of the Public Works Director or Planning and Community Development Director.
- (r) An endorsement to be signed, prior to recordation, by the proper officer in charge of tax collections, certifying that all taxes and delinquent assessments have been paid, satisfied, or discharged.
- (s) The following declaration: "All conditions of the preliminary ~~short~~ plat, embodied within the Form of Decision [recorded in Book \_\_\_\_, Page \_\_\_\_ of the Snohomish County Registry/which is attached hereto as Exhibit \_\_\_\_], shall remain conditions of construction of the public improvements." (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.045 Endorsements on Short and Long Subdivision Plats.\***

All subdivision plats shall contain the following endorsements, specific language of which is to be made available by the Planning Director: certificate of subdivision approval, certificate of approval of public improvements, certificate of ownership and dedication, certificate of survey and accuracy, certificate of City Treasurer, Planning and Public Works Directors Approvals, Snohomish County treasurer's certificate, and recording certificate. (Ord. 903, Sec. 22, 2013; Ord. 811, Sec. 5 (Exh. 4), 2010)

\* Code reviser's note: This section has been updated to correspond to changes made by Ordinance 1023 and the intent of the city council in passing Ordinance 1023.

#### **14.18.050 Plat Approval Not Acceptance of Dedication Offers.**

Preliminary approval of a plat does not constitute acceptance by the City of the offer of dedication of any streets, sidewalks, parks, or other public facilities shown on a plat. Offers of dedication will be officially accepted with approval of the final plat. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.055 Subdivision Recording Requirements.**

When the City approves a final subdivision or final short subdivision, the applicant shall record the original signed final plat or final short plat with the Snohomish County Auditor. The applicant will also furnish the

City with one reproducible copy of the recorded documents, and the Snohomish County Assessor shall be furnished one paper copy. (Ord. 811, Sec. 5 (Exh. 4), 2010)

**14.18.060 Alterations of Subdivisions.**

- (a) If an applicant wishes to alter a subdivision or short subdivision or any portion thereof, except as provided in Section [14.18.065](#), that person shall submit an application to the Department of Planning and Community Services requesting the alteration. The application shall contain the signatures of all persons having an ownership interest in lots, tracts, parcels, sites or divisions within the subdivision or short subdivision or in that portion to be altered.
- (b) The Planning Director shall have the authority to determine whether the proposed alteration constitutes a minor or major alteration. Major alterations are those which substantially change the basic design, density, open space, or other similar requirements or provisions.
- (c) If the subdivision or short subdivision is subject to restrictive covenants, which were filed at the time of the approval, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or short subdivision or any portion thereof.
- (d) If the alteration is requested prior to final plat or final short plat review and signature, a minor alteration may be approved with consent of the Planning Director. A long plat or short plat [major](#) alteration shall require consent of the Planning Director as a Type II review for short subdivisions after public notice or the ~~City Council~~[Hearing Examiner](#) as a Type ~~VIII~~ review for subdivisions after public notice and a public hearing is held. Notice shall be provided of the application for a long plat or short plat alteration to all owners of property within the subdivision or short subdivision, all parties of record, and as was required by the original subdivision or short subdivision application. The Planning Director shall have the authority to determine whether the proposed alteration constitutes a minor or major alteration pursuant to subsection (b) of this section.
- (e) If the alteration is requested after final plat or final short plat review and signature, but prior to filing the final plat or final short plat with Snohomish County, a plat or short plat alteration may be approved with consent of the Planning Director for short subdivisions as a Type II review or the City Council for subdivisions as a Type V review. Upon receipt of an application for alteration, notice shall be provided of the application to all owners of property within the subdivision or short subdivision, all parties of record, and as was required by the original application. The notice shall establish a date for a public hearing.

(f) If the alteration is requested after filing the final plat or final short plat with Snohomish County, a minor plat ~~or short plat~~ alteration may be approved with consent of the Planning Director ~~in the case of short subdivisions~~ as a Type II review ~~or the City Council for subdivisions as a Type V review~~. If the Planning Director determines that the proposed alteration is a major alteration, pursuant to subsection (b) of this section, then the Planning Director may require replatting pursuant to this chapter. Upon receipt of an application for alteration, notice shall be provided of the application to all owners of property within the subdivision or short subdivision, all parties of record, and as was required by the subdivision or short subdivision plat application. The notice shall establish a date for a public hearing.

(g) The City shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration. If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts, or be levied equitably on the lots resulting from the alteration. If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between adjacent properties.

(h) After approval of the alteration, the City shall order the applicant to produce a revised drawing of the approved alteration of the subdivision or short subdivision, and after signature the final plat or final short plat shall be filed with Snohomish County to become the lawful plat or short plat of the property.

(i) This section shall not be construed as applying to the alteration or replatting of any plat or short plat of State-granted shore lands. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.065 Vacations of Subdivisions.**

(a) Whenever an applicant wishes to vacate a subdivision or short subdivision or any portion thereof, that person shall file an application for vacation with The Department of Planning and Community Services. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the subdivision subject to vacation.

(b) If the development is subject to restrictive covenants which were filed at the time of the approval, and the application for vacation would result in a violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the vacation of the subdivision or short subdivision or portion thereof.

(c) When the vacation application is specifically for a City street or road, the procedures for right-of-way vacation in Section [14.16C.095](#) shall be followed for the street or road vacation. When the application is



for the vacation of the plat or short plat together with the streets or roads, the procedure for vacation in this section shall be used, but vacations of streets may not be made that are prohibited under State law.

(d) Notice shall be given to all owners of property within the subdivision or short subdivision, to all property owners within 300 feet of short subdivision and subdivision boundaries, and to all applicable agencies. The Planning Director shall conduct a public meeting in the case of short subdivisions, and the City Council shall conduct a public hearing on the application for a vacation. The application for vacation of a subdivision or short subdivision may be approved or denied after the City has determined the public use and interest to be served by the vacation. If any portion of the land contained in the proposed vacation was dedicated to the public for public use or benefit, such land, if not deeded to the City, shall be deeded to the City unless the City Council sets forth findings that the public use would not be served in retaining title to those lands.

(e) Title to the vacated property shall vest with the rightful owner as shown in Snohomish County records. If the vacated land is land that was dedicated to the public, for public use other than a road or street, and the City Council has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the City Council. When a road or street that is to be vacated was contained wholly within the subdivision or short subdivision and is part of the boundary of the subdivision or short subdivision, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated subdivision.

(f) This section shall not be construed as applying to the vacation of any plat or short plat of State-granted shore lands. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### ~~14.18.070 Boundary Line Adjustments.~~

~~(a) Minor lot line adjustments are exempt from the subdivision regulations. Minor lot line adjustments to existing legal lots are permitted when no new lots are created through the process and the adjusted lots either meet all requirements of this title and other City regulations. In the case of existing legal nonconforming lots, the adjustment shall not create a new or greater nonconformity with respect to any City regulations.~~

~~(b) Application for a boundary line adjustment (BLA) is made by submitting to the Planning Director a land use development application, with a survey of the subject property showing existing and proposed lot lines, before and after legal descriptions, owner's certificate, surveyor's certificate, and Planning Director's approval certificate.~~

~~(c) To finalize an approved boundary line adjustment, it shall be recorded with the Snohomish County auditor's office no later than one year after final approval has been issued by the Planning Director or the application and approval shall lapse and a new application must be submitted.~~

~~(d) Recording fees and applicable state fees shall be paid by the applicant. Immediately after recording, copies of the recorded BLA documents shall be provided to the City. The BLA shall not take effect until recorded with the Snohomish County auditor and copies returned to the City.~~

~~(e) The department may grant up to a one year extension of a BLA for good cause, if a written request for extension, including a description of reason for request, is submitted to the Planning Director at least two weeks before approval lapses.~~

~~(f) If the BLA affects more than one property owner, a conveyance document(s) shall be recorded at the same time as the BLA documents. The conveyance document(s) shall establish ownership consistent with the approved, adjusted boundaries.~~

~~(g) When a BLA is recorded subsequent to a record of survey for the same property, the recording number of the record of survey shall be noted on the BLA map. (Ord. 903, Sec. 23, 2013; Ord. 811, Sec. 5 (Exh. 4), 2010)~~

## Part II. Binding Site Plans

### 14.18.105 Purpose and Applicability.

(a) The purpose of this chapter is to provide an alternative method for the division of land as authorized by RCW [58.17.035](#) and [58.17.040](#)(4), (5), and (7). A binding site plan ensures through covenants, conditions, restrictions, easements, and other requirements binding upon all lot owners that the collective lots continue to function as one site concerning but not limited to public roads, improvements, open spaces, drainage, and other elements specified in this chapter.

(b) The provisions of this part shall apply to:

- (1) The division of commercial or industrial zoned land for sale or lease when used for commercial or industrial purposes, or the division of land for lease when used as a mobile home park;
- (2) The division of land resulting from subjecting a portion of a parcel or tract to the Horizontal Property Regimes Act, Chapter [64.32](#) RCW, or the Condominium Act, Chapter [64.34](#) RCW; and
- (3) The division of land for the creation of special purpose tracts.

(c) The provisions of this part do not apply to:

- (1) Divisions of commercial or industrially zoned property for lease during exhibitions or other special events of a temporary, short-term nature, not to exceed six months' duration;
- (2) Boundary line adjustments;
- (3) Housing cooperatives; and
- (4) Divisions for commercial or industrial zoned land when such lands are being used only for single-family or multifamily residential purposes, or are proposed for such residential purposes, except when the division is proposed pursuant to subsection (b)(2) of this section. (Ord. 811, Sec. 5 (Exh. 4), 2010)

**14.18.110 Procedure.**

The department will process a binding site plan according to the procedures for a Type II administrative decision. Application requirements are established and implemented per Section [14.16A.220](#). A binding site plan application will be processed concurrently with any other application for development of the same site, unless the applicant requests otherwise. (Ord. 811, Sec. 5 (Exh. 4), 2010)

**14.18.115 Additional Application Requirements.**

The submittal requirements for binding site plan applications are set forth in an application checklist provided by the Department pursuant to Section [14.16A.220](#). All binding site plan applications must include one of the following site plan representations, which show the proposed and existing location of all roads, improvements, open space, and any other element specified by this title:

- (a) A previously approved site plan;
- (b) A revision to a previously approved site plan; or
- (c) A new site plan for proposed development. (Ord. 811, Sec. 5 (Exh. 4), 2010)

**14.18.120 Decision Criteria.**

In order to approve a binding site plan, the Department must find that the newly created lots function and operate as one site and that the binding site plan and record of survey comply and are consistent with the following provisions as well as any other applicable regulations as determined by the Department:

- (a) Requirements of this part;
- (b) Requirements for noise control, Chapter [9.56](#);

- (c) Requirements for public or private roads, right-of-way establishment and permits, access, and other applicable road and traffic requirements;
- (d) Compliance with fire lane, emergency access, fire-rated construction, hydrants and fire flow, and other requirements of Chapter [14.84](#);
- (e) Compliance with applicable construction code requirements, Chapter [14.80](#);
- (f) Compliance with applicable use and development standard requirements of this title;
- (g) Compliance with applicable shoreline management code requirements of the Shoreline Master Program, Chapter [14.92](#) and/or flood hazard area requirements of Chapter [14.64](#);
- (h) Compliance with environmental policies and procedures and critical areas regulations of Title [16](#) and Chapter [14.88](#);
- (i) Compliance with applicable drainage requirements of Chapter [14.64](#);
- (j) Compliance with applicable impact fee requirements;
- (k) Provisions for adequate sewer service, water supply and refuse disposal; and
- (l) Any other applicable provision of this title. (Ord. 898, Sec. 4, 2013; Ord. 855, Sec. 19, 2011; Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.125 Subsequent Development Permits.**

Subsequent site development permits for the land are subject to compliance with the zoning, building, and other applicable land use codes and regulations existing at the time of development permit review, unless addressed as part of the binding site plan review and expressly depicted on the binding site plan. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.130 Conditions of Approval.**

(a) The Department is authorized to impose conditions and limitations on the binding site plan. By this authority, and if the Department determines that any delay in satisfying requirements will not adversely impact the public health, safety, or welfare, the Department may allow requirements to be satisfied prior to issuing the first building permit for the site, or prior to issuing the first building permit for any phase, or prior to issuing a specific building's certificate of occupancy, or in accordance with an approved phasing plan.

(b) The binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved binding site plan.

(c) The Department may authorize sharing of open space, parking, access, and other improvements among properties subject to the binding site plan. Conditions and restrictions on development, use, maintenance, shared open space, parking, access, and other improvements shall be identified on the binding site plan and enforced by covenants, conditions, restrictions, easements, or other legal mechanisms.

(d) All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the owner, purchaser, and any other person acquiring a possessory ownership, security, or other interest in any property subject to the binding site plan.

(e) After approval of a binding site plan for land zoned and used for commercial or industrial purposes, or for land zoned and used for mobile home parks, the applicant shall record the approved binding site plan with a record of survey (except for the provision of RCW [58.09.090](#)(1)(d)(iv)) as one recording document complying with the requirements of this section.

(f) After approval of a binding site plan for land, all or a portion of which will be subjected to the provisions of Chapter [64.32](#) or [64.34](#) RCW, the applicant shall record the approved binding site plan with a record of survey (except for the provisions of RCW [58.09.090](#)(1)(d)(iv)) as one recording document complying with the requirements of this section. Following recordation of the binding site plan with record of survey, the applicant shall independently complete improvements shown on the approved binding site plan and file a declaration of condominium, and survey map and plans as required by Chapter [64.32](#) or [64.34](#) RCW.

(g) Under subsection (e) or (f) of this section, when a record of survey is not required pursuant to RCW [58.09.090](#)(1)(d)(iv), the applicable record of survey data, consistent with the application requirements as adopted by the department pursuant to Section [14.16A.220](#), shall be shown on the binding site plan to be recorded. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.135 Conditions for Previously Approved Site Plan.**

If a previously approved site plan is submitted for binding site plan approval, the conditions and limitations imposed by the department may, where appropriate, include any conditions and limitations contained in the previously approved site plan. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.140 Conditions When Concurrently Reviewed.**

When a binding site plan is being considered concurrently with another land development application, the department will incorporate all conditions and limitations imposed on the concurrent application into the binding site plan. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.145 Design Standards - Access Requirements.**

Access requirements and road standards to and within lots of the binding site plan shall be provided in accordance with Chapters [14.56](#) and [14.72](#) and the EDDS. New public road(s) shall be provided for lot access where determined by the Public Works Director to be reasonably necessary as a result of the proposed development or to make appropriate provisions for public roads. The applicant may also propose establishment of public road(s). (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.150 Road and Right-of-Way Establishment and Right-of-Way Dedication.**

(a) Where road and/or right-of-way establishment is required for a binding site plan application or proposed by the applicant, establishment shall be in accordance with Chapter [14.56](#) and shall occur prior to recording the binding site plan with record of survey. The establishment shall be effective upon recording of the binding site plan with record of survey.

(b) Where dedication of new right-of-way is required for binding site plan approval, the dedication shall be made in accordance with Chapter [14.56](#), prior to or at the time of recording the binding site plan with record of survey. The dedication shall be effective upon recording of the binding site plan with record of survey.

(c) Road and right-of-way establishment and right-of-way dedications stated as approval conditions for a previously approved site plan requiring implementation prior to issuance of any subsequent building or development permit shall be implemented at the time of binding site plan with record of survey recording.

(d) Where right-of-way is established by recording a binding site plan with record of survey but not required or built upon at the time of site development, a revised binding site plan with record of survey may be prepared, approved, and recorded showing the elimination of the right-of-way.

(e) This section shall not apply where the establishment or dedication has already been approved or is being considered for approval with another concurrent land development application that includes a site plan approval. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.155 Phased Development.**

(a) An applicant who chooses to develop a site in phases or divisions shall submit to the department a phasing plan consisting of a written schedule and a drawing illustrating the plan for concurrent review with the application for a binding site plan.

(b) Site improvements designed to relate to, benefit, or be used by the entire development (such as stormwater detention ponds or tennis courts in a residential development) shall be noted on the phasing plan. The phasing plan shall relate completion of such improvements to completion of one or more phases or stages of the entire development.

(c) Once a phasing plan has been approved, the information contained therein shall be shown on, or the phasing plan attached to and made a part of, the binding site plan.

(d) Approval of a phasing plan does not constitute approval of the binding site plan. No land may be used, no buildings may be occupied, and no lots may be sold except in accordance with the approved binding site plan. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.160 Acceptance of Site Improvements.**

All public and private site improvements must be completed and accepted by the City or subjected to a performance security approved by the department prior to issuing the first building permit for the site, prior to issuing the first building permit for any phase, or prior to issuing a specific building's certificate of occupancy. Alternatively, the Department may condition the completion of such improvements pursuant to an approved phasing plan. (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.165 Bond or Performance Security.**

(a) Prior to issuing the first building permit for a site development, prior to issuing the first building permit for each phase, or prior to issuing a specific building's certificate of occupancy, the Director may require performance security or security to be provided in a form and amount deemed necessary to assure that all work or actions required by this title are satisfactorily completed in accordance with the approved binding site plan and to assure that all work or actions not satisfactorily completed will be corrected to comply with the approved binding site plan to eliminate hazardous conditions, to restore environmental damage or degradation, and to protect the health, safety, and general welfare of the public bonding in accordance with Section [14.16A.180](#), Security Mechanisms.

(b) The bond or other security device must be conditioned on:

- (1) The work or requirements being completed in accordance with the binding site plan;
  - (2) The site being left in a safe condition; and
  - (3) The site and adjacent or surrounding areas being restored in the event of damages or other environmental degradation from development activities conducted pursuant to the binding site plan.
- (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.170 Revisions.**

- (a) The applicant may revise a binding site plan application or may request that the department revise conditions of binding site plan approval. The department will consider revisions upon an applicant's request, payment of any fees, and submittal of materials required by the department.
- (b) If a revision to a previously recorded binding site plan or record of survey is approved, the applicant must record the revised binding site plan or record of survey.
- (c) Any request for a revision to an approved plan shall be reviewed pursuant to Section [14.16A.235](#). (Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.175 Recording with County Auditor.**

- (a) To finalize an approved binding site plan, it shall be recorded with the Snohomish County auditor's office no later than one year after final approval has been issued by the Planning Director or the application and approval shall lapse and a new application must be submitted.
- (b) Immediately after recording, copies of the recorded binding site plan documents shall be provided to the City. The ~~BLA-binding site plan~~ shall not take effect until recorded with the Snohomish County auditor and copies returned to the City. (Ord. 903, Sec. 24, 2013; Ord. 811, Sec. 5 (Exh. 4), 2010)

#### **14.18.180 Vacation.**

The department is authorized to approve vacation of a binding site plan pursuant to Section [14.16A.240](#) upon the request of all owners of the subject property. If determined appropriate by the department, the Planning Director shall require that all parties having an interest in property subject to the binding site plan consent to vacation and that all legal instruments effecting the division of property into lots be rescinded. (Ord. 811, Sec. 5 (Exh. 4), 2010)

### [Part III. Boundary Line Adjustments](#) **[SECTION MOVED FROM 14.18.070]**

#### **14.18.070200 Boundary Line Adjustments.**

- (a) Minor lot line adjustments and lot consolidations are exempt from the subdivision regulations. Minor lot line adjustments to existing legal lots and lot consolidations are permitted when no new lots are created through the process and the adjusted lots either meet all requirements of this title and other City regulations. In the case of existing legal nonconforming lots, the adjustment shall not create a new or greater nonconformity with respect to any City regulations.



(b) Application for a boundary line adjustment (BLA) is made by submitting to the Planning Director a land use development application, with a survey of the subject property showing existing and proposed lot lines, before and after legal descriptions, owner's certificate, surveyor's certificate, and Planning Director's approval certificate.

(c) To finalize an approved boundary line adjustment, it shall be recorded with the Snohomish County auditor's office no later than one year after final approval has been issued by the Planning Director or the application and approval shall lapse and a new application must be submitted.

(d) Recording fees and applicable state fees shall be paid by the applicant. Immediately after recording, copies of the recorded BLA documents shall be provided to the City. The BLA shall not take effect until recorded with the Snohomish County auditor and copies returned to the City.

(e) The department may grant up to a one-year extension of a BLA for good cause, if a written request for extension, including a description of reason for request, is submitted to the Planning Director at least two weeks before approval lapses.

(f) If the BLA affects more than one property owner, a conveyance document(s) shall be recorded at the same time as the BLA documents. The conveyance document(s) shall establish ownership consistent with the approved, adjusted boundaries.

(g) When a BLA is recorded subsequent to a record of survey for the same property, the recording number of the record of survey shall be noted on the BLA map. (Ord. 903, Sec. 23, 2013; Ord. 811, Sec. 5 (Exh. 4), 2010)

#### Part IV. Alternative Subdivisions

##### **14.18.300 Planned Residential Developments. [SECTION MOVED FROM 14.44.020]**

It is intended that a Planned Residential Development (PRD) will result in a higher quality neighborhood that incorporates design for buildings, parks, open space, landscaping, roadways, and other project features; provide flexibility to the property owners; encourage a variety or mixture of housing types; and promotes compatibility with the surrounding neighborhoods. In addition to meeting the other relevant requirements of this title, PRDs must comply with the following:

(a) The PRD must be located on sites containing at least three acres within a single-family zoning district.

(b) The density of a PRD shall not exceed one hundred and twenty percent of the allowable density specified in Section 14.48.010.

(c) Permissible types of residential uses within a PRD include single-family detached dwellings, single-family attached townhomes, two-family residences, and multifamily residences (limited to four units per structure) regardless of the underlying zone.

(d) Alternative development standards may be used through the PRD process, including reduced lot size, width, or setback restrictions for a portion of the lots, subject to the following:

(1) A majority of the dwelling units must be single-family detached residences.

(2) Optionally, the PRD may contain graduated densities (i.e., distinct lot patterns representing two or more different zoning districts).

i. At least 60 percent of the PRD lots must be designed in compliance with the underlying zoning district's dimensional standards. However, lot sizes and widths may be reduced by 20%.

ii. If the PRD contains graduated densities, then the second graduated density of SFR lots must be designed to achieve the minimum dimensional standards of the next smaller zoning district's lot size and lot width standards.

iii. Multifamily portions of a PRD are limited to four units per structure and may not exceed 25 percent of the total PRD dwelling units and shall have lot widths at least 20-feet wide.

(3) Setback requirements of the underlying zoning district shall apply within the PRD for each land use proposed. Attached housing may have a zero-foot side setback to share a common wall.

(e) The design of a PRD, including site layout, landscaping, public facilities (e.g., storm drainage, parks, streets, etc.) and building design shall be subject to design review and shall meet the City's adopted Design Guidelines, in addition to the following:

(1) Primary building entrances shall be located on the front facades of residences and shall be clearly identifiable and visible from the street.

(2) Facades shall emphasize the pedestrian entrance to the structure by using distinct architectural features, varied materials, windows, and/or varied rooflines.

(3) All homes shall include offsets forward from the garage that define the living area or entry of the home or include other elements including but not limited to using windows, contrasting colors, materials or other architectural features to soften the appearance of garages.

(4) A Type A landscape screen shall be required on the perimeter of the PRD, but are not required between uses within the PRD.

(5) Ensure that the primary frontage of new development includes inviting and appropriate landscaping from the public way that compliments the structure.

(h) The PRD must include and improve 10 percent of the site (excluding critical areas) with common amenities including but not limited to:

(1) Usable open space area for parks and recreation including but not limited to play areas, sport courts, trails, gazebos, covered shelters, picnic tables and benches;

(2) Landscaped entries into the project;

(3) Protection of significant trees. A minimum of 15% of the site's significant trees, outside of critical areas, shall be retained (rounding to the nearest whole tree). The retained trees shall only include healthy trees that have a high likelihood of withstanding wind-throw.

**14.18.310 Cluster Subdivisions [SECTION MOVED FROM 14.48.070]**

(a) In any single-family residential zoning district , a developer may create lots that are smaller than those required by Section 14.48.010 if such developer complies with the provisions of this section.

(b) The subdivision must result in six lots or more.

(c) The intent of this section is to authorize a decrease in lot sizes and leave the land "saved" by so doing as usable open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into the size of lots required by Section 14.48.010.

(1) Lot sizes and lot widths may be reduced by up to 20% of the dimensional standards for the underlying zone as specified in Section 14.48.010.

(d) The amount of usable open space that must be set aside shall be determined by:

(1) Subtracting from the standard square footage requirement set forth in Section 14.48.010 the amount of square footage of each lot that is smaller than that standard;

(2) Adding together the results obtained in subsection (c)(1) of this section for each lot.

(e) The provisions of this section may only be used if the usable open space set aside in a subdivision comprises at least 10,000 square feet of space that satisfies the definition of usable open space.

(f) The setback requirements of Sections 14.48.040 and 14.48.050 shall apply in cluster subdivisions. (Ord. 903, Sec. 40, 2013; Ord. 501, Sec. 10, 1995; Ord. 468, 1995)

**14.18.320 Unit Lot Subdivisions [SECTION MOVED FROM 14.46.030]**

(a) The primary purpose of these provisions is to allow for the creation of fee simple unit lots for townhouse dwellings and duplexes, while applying only those site development standards applicable to the parent site as a whole.

(b) The development as a whole shall meet development standards applicable at the time the permit application is vested. As a result of the subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards of this title based on analysis of the individual unit lot, except that any private open space for each dwelling unit shall be provided on the same lot as the dwelling unit it serves.

(c) Unit lot subdivisions and subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.

(d) Private access drives are allowed to provide access to dwellings and off-street parking areas within a unit lot subdivision. Access, joint use and maintenance agreements shall be executed for use of common garage or parking areas, common open area and other similar features, as recorded with Snohomish County.

(e) Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use that parking is formalized by an easement on the plat, as recorded with Snohomish County.

(f) The facts that the unit lot is not a separate buildable lot and that additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot shall be noted on the plat, as recorded with Snohomish County. (Ord. 798, Sec. 7 (Exh. 2), 2009)

## Chapter 14.48 LSMC DENSITY AND DIMENSIONAL REGULATIONS

Table 14.48-I: Density and Dimensional Standards

Zone	Minimum Lot Size		Minimum Residential Densities (Minimum Square Feet per Dwelling Unit)	Minimum Lot Width (ft.)	Building Setback Requirements Minimum Distance, in feet, from: <sup>4</sup>								Height Limitation (ft.)
	Standard Subdivision	Cluster Subdivision			Nonarterial Street Right-of-Way Line		Nonarterial Street Centerline <sup>1</sup>		Ultimate Arterial Street Right-of-Way Line		Lot Line, Tract or Easement <sup>3</sup>		
					Building	Freestanding Sign	Building	Freestanding Sign	Building	Freestanding Sign	Building and Freestanding Sign		
Waterfront Residential	9,600 ft <sup>2</sup>	7,500 ft <sup>2</sup>	9,600 ft <sup>2</sup>	50	25	12.5	55	42.5	25	12.5	5	35	
Suburban Residential <sup>2</sup>	5 acres/ 9,600 ft <sup>2</sup>	5 acres/ 7,500 ft <sup>2</sup>	5 acres/ 9,600 ft <sup>2</sup>	80	25	12.5	55	42.5	25	12.5	5	35	
Urban Residential <sup>2</sup>	5 acres/ 7,500 ft <sup>2</sup>	6,000 ft <sup>2</sup>	7,500 ft <sup>2</sup>	60	20	10	50	40	20	10	5	35	
High Urban Residential	3,600 ft <sup>2</sup>	N/A	3,600 ft <sup>2</sup>	40	15	5	45	35	20	5	5	35	
Multi-Family Residential	3,000 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	50	0	0	30	30	10	0	0	60	
Neighborhood Commercial	3,000 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	0	0	0	30	30	0	0	0	35	
Mixed Use	3,000 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	0	0	0	30	30 ft <sup>2</sup>	0	0	0	60	
Local Business	3,000 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	0	0	0	30	30	0	0	0	60	
Central Business District	3,000 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	0	0	0	30	30	0	0	0	60	
Planned Business District	0 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	0	0	0	30	30	0	0	0	40	
Sub-Regional Commercial	0 ft <sup>2</sup>	N/A	0 ft <sup>2</sup>	10	0	0	30	30	0	0	0	85	
Light Industrial	0 ft <sup>2</sup>	N/A	N/A	10	0	0	30	30	0	0	0	85	
General Industrial	0 ft <sup>2</sup>	N/A	N/A	10	0	0	30	30	0	0	0	85	
Public/Semi-Public	0 ft <sup>2</sup>	N/A	N/A	0	0	0	0	0	0	0	0	60	

### 14.48.055 Maximum Impervious Surface.

Unless otherwise provided for elsewhere in Title [14](#) or the Shoreline Master Program, the maximum impervious surface shall not exceed 40 percent of a lot for development in single-family zoning districts, except that the impervious surface areas for development in the [Urban Residential \(UR\) zone shall not exceed 55 percent and the](#) High Urban Residential (HUR) zoning district shall not exceed 65 percent of the lot. [The allowance to construct impervious surfaces up to 55 percent of the lot in the UR zone, shall only apply to new parcels with a final plat date after January 1, 2020.](#)

## Chapter 14.36 ZONING DISTRICTS AND ZONING MAP

### Sections:

#### Part I. Zoning Districts

14.36.010 Residential Districts Established

14.36.020 Commercial Districts Established

14.36.025 Mixed-Use Districts Established

14.36.030 Manufacturing Districts Established

14.36.034 Public/Semi-Public District Established

14.36.040 Planned Neighborhood Development Districts Established

14.36.050 Floodplain and Floodway Districts

14.36.060 Shoreline Environment Designation

#### Part II. Zoning Map

14.36.100 Official Zoning Map

14.36.110 Amendments to Official Zoning Map

14.36.120 Lots Divided by District Lines

#### Part III. Compatibility of Zoning Districts with Land Use Plan

14.36.200 Compatibility of Zoning Districts with Land Use Plan Defined

#### Part I. Zoning Districts

##### 14.36.010 Residential Districts Established.

(a) The following residential districts are hereby established: R4, WR, R6, R8-12, MFR~~Suburban Residential, Urban Residential, High Urban Residential, Waterfront Residential, and Multi-Family Residential~~. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in nonresidential districts. Other objectives of some of these districts are explained in the remainder of this section.

~~(b) The Suburban Residential (SR-4) and Urban Residential (UR) districts are designed primarily to accommodate single-family detached residential uses at medium densities in areas served by public water and sewer facilities. Some types of two-family residences are allowed in these districts on larger lots.~~

(1) R4 – Four dwellings per acre. The R-4 district is designed primarily to accommodate single-family detached residential uses and at medium densities of four to five dwelling units per net acre with the potential of some density bonuses. Some types of attached and accessory residences may be allowed.

(2) R6 – Six dwellings per acre. The R6 single-family zone is designed primarily to accommodate single-family detached residential uses at medium densities of six to seven dwelling units per net acre with the potential of some density bonuses. Some types of attached and accessory residences may be allowed.

(3) R8-12 – Eight to 12 dwellings per acre. The R8-12 residential zone is intended to achieve development densities of eight to 12 dwelling units per net acre with the potential of some density

bonuses. This zone will provide for the development of single-family detached dwellings and attached townhomes.

(4)-(e) The Waterfront Residential district (WR-4) is designed primarily to accommodate single-family detached residential uses at medium densities in areas adjacent to Lake Stevens and served by public water and sewer facilities.

(d)-(5) Multifamily Residential district The High Urban Residential (HUR-12) district is designed to accommodate single-family detached or attached residential uses at medium intermediate-higher densities in areas served by public water and sewer facilities. Some types of two-family residences are allowed in these districts on larger lots.

(e) The Multi-Family Residential district (MFR) is designed primarily to accommodate higher density multifamily developments. (Ord. 811, Sec. 25, 2010; Ord. 590, 1998; Ord. 468, 1995)

#### **14.36.020 Commercial Districts Established.**

(a) The following commercial districts are hereby established: Business District, Neighborhood Business, Commercial District, Central Business District, Local Business, and Mixed Use, Planned Business District, and Sub-Regional Commercial District. These districts are created to accomplish the purposes and serve the objectives set forth in the remainder of this section.

(b) The Neighborhood Commercial (NC) zone is designed to accommodate neighborhood commercial activities that would cater to residential needs and to which local residents may walk.

(c) The Central Business District (CBD) is designed to accommodate a wide variety of commercial activities (particularly those that are pedestrian-oriented) that will result in the most intensive and attractive use of the City's Central Business District.

(d) The Local Business (LB) zone is designed to accommodate commercial development generally similar to the types permissible in a Central Business District, except that it is intended that this zone be placed along arterials to cater to commuters, or as a transition in some areas between a higher intensity zone (e.g., commercial, industrial, etc.) and a lower intensity zone (e.g., residential, park, etc.), or may provide for a smaller scale shopping center that primarily serves one neighborhood or area of the City (as opposed to a sub-regional or regional shopping center).

(e) The Mixed Use (MU) zone is designed to accommodate a horizontally stratified mixture of residential and commercial uses. It is intended that this zoning classification be applied primarily in areas adjacent to the Central Business District, Community Business, Sub-Regional Commercial, or Planned Business District zones as a transition or buffer zone to residential districts.

(f) The Sub-Regional Commercial zone (SRC) is designed to accommodate the widest range of commercial activities.

(g) The Planned Business District (PBD) is designed to accommodate commercial or mixed-use development, including supporting residential structures, generally similar to the types permissible in a Central Business District or Mixed Use zone. It is intended that this zone be used on sites containing sensitive resources or other sites where, due to property-specific circumstances, detailed planning would benefit all property owners involved as well as the public by, among other things, allowing for comprehensive site planning and a transfer of densities among parcels in order to avoid impacts to sensitive resources.

(h) The Business District (BD) is designed to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical

clinics, **public and civic uses**, technology, and light manufacturing and assembly. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.

(if) The Commercial District (CD) is designed to accommodate the high intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

~~(j) The Main Street District (MS) is designed to provide pedestrian-oriented commercial uses that serve the community and region by attracting a variety of small (up to 10,000 gross square feet) to mid-sized (approximately 30,000 gross square feet) businesses along with high density residential uses in proximity to other retail and residential areas. Building design and pedestrian-oriented features would support an active and pleasant streetscape. This district should include enhanced sidewalks, public spaces and amenities for pedestrians and cyclists that emphasize pedestrian movement over vehicular movement.~~

~~(k) The Mixed Use Neighborhood (MUN) zone is designed to accommodate higher density residential development in proximity to employment and retail centers and provide basic convenience goods and services in areas with available public services and adequate traffic capacities. This district would have a minimum density of 15 dwelling units per acre and create a transition between higher and lower intensity land uses.~~

~~(l) The Neighborhood Business (NB) zone is designed to provide convenience goods, services, and opportunities for smaller scale shopping centers near neighborhoods that cater to pedestrians and commuters. This district should be located in areas with available public services, transportation accessibility to arterials and adequate traffic capacities. (Ord. 876, Sec. 16, 2012; Ord. 811, Sec. 26, 2010; Ord. 744, Sec. 2, 2007)~~

#### **14.36.025 Mixed-Use Districts**

(a) The following Mixed-Use Districts are hereby established Mixed Use (MU) and Mixed Use Neighborhood (MUN) to accommodate a mix of commercial and residential units at different intensities in transitional areas between commercial and residential areas.

(eb) The Mixed Use (MU) zone is designed to primarily accommodate a horizontally stratified mixture of residential and commercial uses. It is intended that this zoning classification be applied primarily in areas adjacent to the Central Business District, Community Business, Sub-Regional Commercial, or Planned Business District zones as a transition or buffer zone between commercial or multifamily zones to residential districts.

~~(kd)~~ The Mixed Use Neighborhood (MUN) zone is designed to accommodate higher density residential development in proximity to employment and retail centers and provide basic convenience goods and services in areas with available public services and adequate traffic capacities. This district would have a minimum density of 15 dwelling units per acre and create a transition between higher and lower intensity land uses.

#### **14.36.030 ~~Manufacturing Industrial~~ Districts Established.**

The following districts are hereby established primarily to accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment: Light Industrial and General Industrial. The performance standards set forth in Part 1 of Chapter 14.44 place limitations on the characteristics of uses located in these districts. The



limitations in the Light Industrial district are more restrictive than those in the General Industrial district. (Ord. 468, 1995)

#### **14.36.034 Public/Semi-Public District Established.**

A Public/Semi-Public district is hereby established to accommodate public and semi-public uses, such as schools, government services and facilities, public utilities, community facilities, parks, etc., on publicly owned land. (Ord. 501, Sec. 6, 1995)

#### **14.36.040 Planned Neighborhood Development Districts Established.**

(a) ~~There are hereby established 36 different planned neighborhood development (PND) districts as described in this section.~~ Each PND district is designed to combine the characteristics of at least up to three ~~and possibly four~~ zoning districts.

(1) ~~One element of e~~Each PND district shall ~~be the~~include a medium density residential element, ~~comprised of one of the MDR zoning districts. Here there are three possibilities, each one corresponding either to the Suburban, Urban or High Urban residential districts described in Section 14.36.010. Use of the High Urban residential zone shall be in accordance with Chapter 14.88, Part IX.~~ Within that portion of the PND zone that is developed for medium density residential purposes, all development must be in accordance with the regulations applicable to the medium density residential zoning district used in the PND ~~to which the particular PND zoning district corresponds (except that planned residential developments shall not be permissible).~~

(2) A second element of each PND district ~~shall~~may be theinclude a higher density residential element. ~~Here there are two possibilities, each one corresponding either to the Multi-Family residential or Mixed Use~~ element zoning districts described in Sections 14.36.010(ea)(5) and 14.36.020(e)025, respectively. Within ~~that the~~ portion of the PND ~~district that is~~ developed for higher density residential or mixed-use purposes, all development must be in accordance with the regulations applicable to the higher density residential zoning district to which the PND district corresponds.

(3) A third element of each PND district ~~shall~~may be theinclude a commercial element. ~~Here there are three possibilities, each one corresponding to one of the following commercial districts identified in Section 14.36.010020, Mixed Use, Local Business, or Central Business districts.~~ Within that portion of a PND district ~~that is~~ developed for purposes permissible in a commercial district, all development must be in accordance with the regulations applicable to the commercial district to which the PND district corresponds.

~~(4) A manufacturing/processing element may be a fourth element of any PND district. Here there are two alternatives. The first is that uses permitted within the Light Industrial district would be permitted within the PND district. The second alternative is that uses permitted only within the Light Industrial or General Industrial zoning districts would not be permitted. If a Light Industrial element is included, then within that portion of the PND district that is developed for purposes permissible in a Light Industrial district, all development must be in accordance with the regulations applicable to the Light Industrial district.~~

(b) ~~In accordance with the description set forth in subsection (a) of this section, the 36 PND districts shall carry the following designations to indicate their component elements:~~

(1) ~~SR, MU, LI~~

(2) ~~SR, MU~~

(3) ~~SR, MU, LB, LI~~

~~(4) SR, MU, LB~~

~~(5) SR, MU, CBD, LI~~

~~(6) SR, MU, CBD~~

~~(7) SR, MFR, MU, LI~~

~~(8) SR, MFR, MU~~

~~(9) SR, MFR, LB, LI~~

~~(10) SR, MFR, LB~~

~~(11) SR, MFR, CBD, LI~~

~~(12) SR, MFR, CBD~~

~~(13) UR, MU, LI~~

~~(14) UR, MU~~

~~(15) UR, MU, LB, LI~~

~~(16) UR, MU, LB~~

~~(17) UR, MU, CBD, LI~~

~~(18) UR, MU, CBD~~

~~(19) UR, MFR, MU, LI~~

~~(20) UR, MFR, MU~~

~~(21) UR, MFR, LB, LI~~

~~(22) UR, MFR, LB~~

~~(23) UR, MFR, CBD, LI~~

~~(24) UR, MFR, CBD~~

~~(25) HUR, MU, LI~~

~~(26) HUR, MU~~

~~(27) HUR, MU, LB, LI~~

~~(28) HUR, MU, LB~~

~~(29) HUR, MU, CBD, LI~~

~~(30) HUR, MU, CBD~~

~~(31) HUR, MFR, MU, LI~~

~~(32) HUR, MFR, MU~~

~~(33) HUR, MFR, LB, LI~~

~~(34) HUR, MFR, LB~~

~~(35) HUR, MFR, CBD, LI~~

~~(36) HUR, MFR, CBD~~

- (e) Planned neighborhood developments are subject to the requirements set forth in Section 14.16C.080. (Ord. 811, Sec. 27, 2010; Ord. 737, Sec. 3, 2006; Ord. 676, Sec. 22, 2003; Ord. 468, 1995)

#### **14.36.200 Compatibility of Zoning Districts with Land Use Plan Defined**

**Table 14.36-I: Land Use Designation/Zone Compatibility Matrix**

[illegible]

General Industrial with Development Agreement												X	
Public/Semi-Public	X	X	X	X	X	X	X	X	X	X	X	X	X
Subarea Zones													
Business District							X			<del>X</del>			
Commercial District							X						
<del>Main Street District</del>	-	-	-	-	-	-	-	<del>X</del>	-	-	-	-	-
Mixed Use Neighborhood								X					
<del>Neighborhood Business</del>	-	-	-	-	-	-	<del>X</del>	-	-	-	-	-	-
Miscellaneous Designations													
Floodplain and Floodway District	X	X	X	X	X	X		X	X	X	X	X	X
Shoreline Environment Designation	X	X	X	X	X	X		X	X	X	X	X	X

~~LDR~~ = ~~Low Density Residential~~

MU = Mixed Use

MDR = Medium Density Residential

PBD = Planned Business District

HDR = High Density Residential

LI = Light Industrial

WR = Waterfront Residential

GI = General Industrial

D/LC = Downtown/Local Commercial

P/SP = Public/Semi-Public

~~SRG~~ = ~~Sub-Regional Commercial~~

COM = Commercial (Subareas)

GIDA = General Industrial w/Development Agreement

## Chapter 14.44 SUPPLEMENTARY USE REGULATIONS

### ~~14.44.020 Planned Residential Developments.~~

~~It is intended that a PRD will: result in a residential environment of higher quality than traditional lot-by-lot development by being held to higher standards of design of buildings, parks, open space, landscaping, roadways, entrance and other project features; provide flexibility to the property owners; protect critical areas and significant stands of trees; encourage a variety or mixture of housing types; and encourage compatibility of the development with the surrounding neighborhood. In addition to meeting the other relevant requirements of this title, planned residential developments (PRDs) must comply with the following:~~

~~(a) The PRD may only be located on tracts of at least five acres within a Suburban Residential, Urban Residential, High Urban Residential, or Multi-Family Residential zoning district.~~

~~(b) The gross density of a PRD shall not exceed the allowable density specified in Section 14.48.010.~~

~~(c) Permissible types of residential uses within a PRD include single-family detached dwellings (use classification 1.111), single-family attached (1.130), two-family residences (1.200), and multifamily residences (1.300) regardless of the underlying zone.~~

~~(d) In the SR and UR zones the developer may create lots and construct buildings with reduced lot size, width, or setback restrictions, except that:~~

~~(1) In the SR zone, perimeter lots must have a minimum area of 7,500 square feet and width of 60 feet, and in the UR zone, perimeter lots must have a minimum area of 6,000 square feet and width of 45 feet.~~

~~(2) At least 50 percent of the total number of dwelling units must be single-family detached residences on lots of at least 6,000 square feet in all zones except for the Multi-Family Residential.~~

~~(3) Comply with the fire protection requirements of the International Building Code (IBC) and the International Fire Code (IFC). Additional fire protection is required by these rules when setbacks are reduced below the standard five feet.~~

~~(4) Setback requirements of the underlying zone shall apply for all property lines located on the perimeter of the PRD.~~

~~(5) Each lot must be of a size and shape to contain the proposed improvements.~~

~~(6) The lots are designed so that homes can be constructed at least 15 feet from any environmentally critical area buffer.~~

~~(7) In providing additional amenity pursuant to subsection (h) of this section, priority shall be given to maintaining native areas in a natural condition.~~

~~(8) Homes shall be designed so as to minimize the visual impact of garages and automobiles from the streets and sidewalks through either:~~

~~(i) Providing alleys which provide access to the garage at the rear of the lot; or~~

~~(ii) Locate the garage at least 20 feet behind the front of the house; or~~

~~(iii) Locate the garage at least five feet behind the front of the house, with the combined width of garage doors no wider than 18 feet or 50 percent of the width of the front of the house (including garage), whichever is less.~~

~~(e) The design of a PRD, including site layout, landscaping, public facilities (e.g., storm drainage, parks, streets, etc.) and building design shall be subject to Design Review Board (DRB) approval and shall meet~~

the City's adopted Development Design Guidelines. In lieu of the DRB approving each SFR structure, the applicant may propose project-specific design guidelines, in which case the DRB may approve the guidelines, to be implemented administratively by the Department of Planning and Community Development. Where authority is granted by the DRB to staff to review individual single-family residential structures, the DRB shall be the arbiter between the applicant and staff.

(f) When located in the SR, UR or HUR zone, multifamily portions of a PRD shall be developed more toward the interior rather than the periphery of the tract so that only single-family detached residences border adjacent properties and roads.

(g) Type A screening (Chapter 14.76) shall apply to the exterior boundaries of the PRD, but are not required between uses within the PRD.

(h) When creating a PRD, the applicant must improve 10 percent of the site with common amenities, in addition to the open-space requirements. The amenities can include, but are not limited to, additional usable open-space area, landscaped entries into the project (in addition to the standard roadway dedication and landscaping requirements), landscape islands in the center of roads, special treatment of roads (such as concrete pavers), protection of significant clusters of trees, or other amenities as may be appropriate. Common amenities do not include protected critical areas and their buffers, unless passive recreation is provided within the buffer areas. In such case, credit for trails will be given at a rate of 10 square feet for each lineal foot of trail, 10 square feet for each park bench and five square feet for each interpretive sign. Park space will be given credit towards meeting this requirement only when it meets the criteria for dedication contained in Chapter 14.120.

(i) Protected critical areas and significant stands of trees will be used as an amenity to the project through such techniques as providing pervious trails and benches in buffers and significant stands of trees, orienting buildings to create views, and any other technique to provide visual and physical access. (Ord. 903, Sec. 31, 2013; Ord. 746, Sec. 5, 2007; Ord. 741, Sec. 6, 2007; Ord. 639, Sec. 3, 2001; Ord. 579, 1998; Ord. 501, Sec. 9, 1995; Ord. 468, 1995)

#### **~~14.44.035 Cottage Housing Developments.~~**

Cottage housing developments (Chapter 14.46) shall be permitted only in the following residential zoning districts: Suburban Residential, Waterfront Residential, Urban Residential, and High Urban Residential. Cottage housing developments shall also be permitted in the Mixed Use zone if proposed as part of the overall development concept, which includes one or more commercial uses, and if each commercial use is built before or at the same time as the cottage housing development portion of the site. Cottage housing developments shall also be permitted in the Planned Business District to serve as a buffer between adjacent higher and lower density uses that are included in the master development plan. (Ord. 798, Sec. 5, 2009)

#### **~~14.44.095 Neighborhood Commercial.~~**

(a) A property may be rezoned to Neighborhood Commercial if and only if it meets the following criteria:

(1) Neighborhood Commercial zones shall be located on an intersection of two public rights-of-way, one of which must have a roadway classification of arterial or greater.

(2) No more than one acre of contiguous land may be zoned Neighborhood Commercial at any intersection.

~~(3) No property may be zoned Neighborhood Commercial within a one-half mile radius of any other property so zoned, unless it is contiguous to the already zoned property and does not cause the total area of property so zoned to exceed one acre.~~

~~(b) Development and land use within the Neighborhood Commercial zones shall comply with the following:~~

~~(1) Retail sales by dispensing of gasoline, diesel fuel and refillable propane is prohibited.~~

~~(2) Interior illuminated signs and freestanding signs are prohibited.~~

~~(3) The building design shall incorporate features common to the surrounding residential areas such as pitched roofs, natural materials, and detailing.~~

~~(4) Hours of operation shall cease between 10:00 p.m. and 6:00 a.m. (Ord. 662, Sec. 3, 2002; Ord. 468, 1995)~~

#### **~~14.44.320 Diversity within Planned Residential Districts.~~**

~~Within planned residential developments, no identical building elevation may be built on lots adjoining in any direction.~~

~~For the purposes of this section, streets are not considered to separate lots.~~

Exhibit 3

**Chapter 14.46 INNOVATIVE HOUSING AND INFILL**  
**INNOVATIVE HOUSING OPTIONS PROGRAM**

**Sections:**

**Part I. General Provisions**

**14.46.001 Purpose**

**14.46.005 Goals**

**14.46.010 Applicability**

**14.46.015 Review and Processing**

**14.46.020 Application**

**14.46.025 Sewer Requirements**

~~**14.16.030 Unit Lot Subdivisions**~~

**14.46.035 Modifications to the Provisions in This Chapter**

**14.46.040 Repealed**

**14.46.045 Repealed**

**Part II. Cottage Housing Development Standards**

**14.46.100 Purpose and Intent**

**14.46.105 Existing Dwellings**

**14.46.110 Density Standards**

**14.46.115 Community Assets**

**14.46.120 Impact Fees**

**14.46.125 Access and Parking**

**14.46.130 Walkways**

**14.46.135 Storage**

**14.46.140 Design Standards**

**Part III. Infill Development**

**14.46.200**

**Part I. General Provisions**

**14.46.001 Purpose.**

This purpose of this chapter is to help achieve the goals and objectives of the Land Use and Housing elements of the Lake Stevens Comprehensive Plan ~~by providing for a separate program for individual projects creating a type of housing appropriately sized for smaller households.~~ These housing options encourage more efficient use of land and energy, build communities, and offer more affordability (Ord. 872, Sec. 2, 2012; Ord. 798, Sec. 7 (Exh. 2), 2009)



#### **14.46.005 Goals.**

The goals ~~of the for~~ innovative housing ~~and infill options as defined in this chapter program~~ are to:

- (a) Increase housing supply and the choice of housing styles available in the community in accordance with the Comprehensive Plan.
- (b) Provide for development of housing that responds to changing demographics and smaller-sized households.
- (c) Support the efficient use of land and higher density infill in developed areas.
- (d) Promote housing affordability and greater choice by encouraging smaller and more diverse home sizes and mixes of income levels.
- (e) Promote ~~high-~~quality design and materials that are compatible with adjacent neighborhoods.
- (f) Allow flexibility in site and design standards while promoting infill projects compatible with existing single-family developments. (Ord. 872, Sec. 3, 2012; Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **14.46.010 Applicability.**

This chapter applies to all innovative housing projects allowed and submitted under this chapter. (Ord. 872, Sec. 4, 2012; Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **14.46.015 Review and Processing.**

~~Innovative housing projects shall be reviewed and processed according to the requirements of Sections 14.16C.015, 14.16C.045 and 14.40.020(b), with the additional requirements below:~~

- (a) A pre-application conference per Section 14.16A.220(d) is highly recommended~~required~~ to exchange general and preliminary information and to identify potential issues.

~~(b) After the pre-application conference, the applicant shall schedule and host a neighborhood meeting before submitting an application to the City. The purpose of the neighborhood meeting is to provide residents who live adjacent and nearby to the innovative housing development an opportunity to obtain information about the proposal and provide comment on the overall project before an applicant expends significant time and resources in developing the specific site and development features of the proposal.~~

~~(1) The meeting shall be located in the general area of the proposed project.~~

~~(2) Notice of the neighborhood meeting shall be mailed to all property owners located within 300 feet of the proposed project or 20 property owners (whichever results in more property owners being noticed) and shall provide details of the proposed project, including a description of any modification or flexibility in site design standards that will be requested.~~

~~(3) Comprehensive notes describing the meeting shall be submitted with the project application.~~

~~(4) Following the neighborhood meeting, the applicant shall consider public input received during the neighborhood meeting and shall consider recommendations, if any, for revising the proposed innovative housing project to respond to neighborhood concerns.~~The

(b) Projects that use the provisions included in this chapter shall follow the permit path associated with the underlying permit pursuant to Chapters 14.16A and 14.16B.

(MAY BE TYPE II SITE PLAN REVIEW IF DESIRE FOR PUBLIC MEETING) – QUESTION FOR PLANNING COMMISSION.

(c) Innovative housing projects are subject to design review per LSMC 14.16C.050.

Duties and authority are as follows:

(1) The Design Review Board is required to meet with the Director and City staff at a meeting to discuss proposed innovative housing development site plans and recommend modifications.

(2) Prior to a final decision by the Director or the Hearing Examiner, the Design Review Board shall make a recommendation based on whether the proposed project meets the specific design requirements provided in this chapter for the specific type of innovative housing option and may propose allowable modifications. (Ord. 872, Sec. 5, 2012; Ord. 811, Sec. 54, 2010; Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **14.46.020 Application.**

Applications for an innovative housing project shall be made on forms provided by the City, pursuant to the permit path associated with the underlying permit pursuant to Chapter 14.16A. In addition, to the underlying permit the following items shall be provided at the time of submittal shall be available for public review for a minimum of two weeks prior to the neighborhood meeting, and shall include the following materials.

(a) Preliminary Development Plan. A site preliminary development plan of the proposed development, indicating property lines, proposed setbacks, and lot coverage calculations proposed structures, parking, roads, infrastructure and open space / landscape areas and other items identified in LSMC 14.16C.105 Site Plan Review . The site plan shall also include the location of all adjacent structures, the distance to property lines, and the footprint of any existing structures on the property with a note on which structures will remain. The preliminary development plan shall consist of a site plan drawn to scale and shall display the following information:

(1) The location, size, configuration, and dimensions of the lot(s) on which the innovative housing development will be developed;

(2) The location, height and footprint including square feet for each dwelling unit;

(3) A depiction of individual dwelling unit area that delineates the spacing around each dwelling unit;

(4) A delineation of the common open areas, if applicable;

(5) The parking locations, layout, circulation, ingress and egress;

(6) The location, if applicable, of any buildings to be used in common by the residents of the innovative housing development;

(7) The layout and dimensions of pedestrian circulation from the parking areas and connections to the dwelling units;

~~(8) A depiction of the driveway access from a publicly maintained street to the innovative housing development parking areas, with its dimensions; and~~

~~(9) Any other information the Director finds necessary to ensure compliance with this title.~~

~~(b) Conceptual drawings of the proposed innovative housing type, including building footprints and building elevations, floor plans, roof plans, and additional architectural features.~~

~~(eb)~~ A detailed description of how the proposed development is consistent and not in conflict with the surrounding neighborhood character and neighborhood design.

~~(ec)~~ A detailed description of how the proposed development meets the purpose and goals of this chapter and complies with all the criteria and project parameters for an innovative housing project.

~~(e) A detailed description of the proposed unit type, including proposed square footage, unit mix, and number of bedrooms per unit.~~

~~(f) General information about the site including the number of dwelling units allowed by the zone and the number of proposed dwelling units, open space allowed and proposed, impervious surface allowed and proposed, and building height allowed and proposed.~~

~~(g) Photographs of the site and adjacent properties keyed to the site plan.~~

(h) Additional information as required by the application forms provided by the City or deemed necessary by City staff to consider the application. (Ord. 903, Sec. 37, 2013; Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **14.46.025 UtilitySewer Requirements.**

Innovative housing developments are required to be developed on lots on sewers with public utilities including public water and sanitary sewer. No septic systems shall be allowed. (Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **~~14.46.030 Unit Lot Subdivisions.~~**

~~(a) The provisions of this section apply exclusively to the unit lot subdivision of land for innovative housing developments pursuant to this chapter in zones where such uses are permitted.~~

~~(b) Innovative housing developments may be subdivided into individual unit lots. The development as a whole shall meet development standards applicable at the time the permit application is vested. As a result of the subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards of this title based on analysis of the individual unit lot, except that any private open space for each dwelling unit shall be provided on the same lot as the dwelling unit it serves.~~

~~(c) Unit lot subdivisions and subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.~~

~~(d) Access, joint use and maintenance agreements shall be executed for use of common garage or parking areas, common open area and other similar features, as recorded with Snohomish County.~~

~~(e) Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use that parking is formalized by an easement on the plat, as recorded with Snohomish County.~~

~~(f) The facts that the unit lot is not a separate buildable lot and that additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot shall be noted on the plat, as recorded with Snohomish County. (Ord. 798, Sec. 7 (Exh. 2), 2009)~~

#### **14.46.035 Modifications to the Provisions in this Chapter**

(a) An applicant may request modifications to the provisions of this chapter or other provisions of this title related specifically to this chapter, to the extent that such modifications are consistent with the purpose, intent and requirements of this chapter.

(b) The applicant must describe each requested modification and document in writing how the modifications are consistent with the purpose, intent and requirements of this chapter.

(c) The Director or Hearing Examiner may approve modifications ~~after:~~

~~(1) Considering the Design Review Board's recommendations; and (2) Documenting documented~~ in writing that the modifications are consistent with the purpose and requirements of this chapter and do not threaten the public health, safety, or welfare depending on the underlying permit type.

(d) Minor changes to a site plan or design elements approved under this chapter may be approved by the Director. Changes that increase the intensity of development, e.g., trips generated or number of residential units; alter the character of the development or balance of mixed uses; increase the floor area in one building by more than 10 percent; change access points; move buildings around on the site; reduce the acreage of common open area or buffering areas; or diminish the effectiveness of perimeter buffers, are major and shall be subject to the requirements of this chapter. Major modifications may be approved by the original decision body and shall be subject to design review approval. (Ord. 872, Sec. 6, 2012; Ord. 798, Sec. 7 (Exh. 2), 2009)

#### **14.46.040 Sunset Clause.**

*Repealed by Ord. 872. (Ord. 798, Sec. 7 (Exh. 2), 2009)*

#### **14.46.045 Program Evaluation.**

*Repealed by Ord. 872. (Ord. 798, Sec. 7 (Exh. 2), 2009)*

### **Part III. Infill Development (NEW SECTION)**

#### **14.46.200 Purpose and Intent**

The purpose of this section is to encourage the efficient development of underutilized residential parcels in areas that are primarily built out, where infill residential development should be encouraged. This section identifies conditions under which infill development is supported and relaxes certain development requirements to promote the efficient construction of infill development in appropriate areas of the city.

#### **14.46.210 Applicability**

(a) Eligibility Criteria. This chapter may be applied to development or redevelopment that meet all the following criteria:

(1) The lot is within one of the following zoning districts: R4, WR, R6 and R8-12;

(2) Adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property (i.e., side and/or rear lot lines) are developed with single-family dwellings or higher intensity uses;

(3) The subject property is at least 125 percent of the minimum lot size for the underlying zoning district up to a maximum of one acre, not including those lands encumbered by critical areas; and

(i) If the infill development is made up of multiple parcels the maximum size shall be taken from the combined area of the parcels.

(4) The development or redevelopment creates a minimum of one new lot or dwelling unit.

#### **14.46.230 Infill residential standards**

(a) All other provisions of this title that would apply to a non-infill project shall apply to infill development except as specifically modified by this chapter.

(b) *Infill Land Division Standards - Reduction in Dimensional Requirements for Infill Residential Development.* Notwithstanding the dimensional development standard requirements found in the underlying residential zones of LSMC 14.48, property that is eligible for infill residential development pursuant to LSMC 14.46.210 shall be eligible for subdivision of land as follows:

(1) Minimum Lot Area. Minimum lot area may be permitted at 80 percent of the minimum areas required in Chapter 14.48 LSMC for the underlying zone.

(2) Minimum Lot Width. Minimum lot width may be reduced by 20 percent of the required minimum lot width of the underlying zone.

(3) Developments that provide detached housing units 1,600 square feet or smaller shall be granted a 20 percent density bonus to the underlying zoning district.

(c) *Infill Development Standards.* Property that is eligible for infill residential development pursuant to LSMC 14.46.210 shall be eligible for these additional development standards, provided all required utility infrastructure, access requirements, and street elements can be accommodated in accordance with the city design and construction standards.

(1) If the proposed project conforms to the average existing building lines or setbacks of adjoining structures, reduced front setbacks will be permitted. In no case, shall street setbacks be reduced for a garage or carport.

(2) Side setbacks for single-family units may be 5 feet per side.

(3) Lot Coverage Maximum. Maximum lot coverage can be increased by 10 percent over that allowed in the underlying zone.

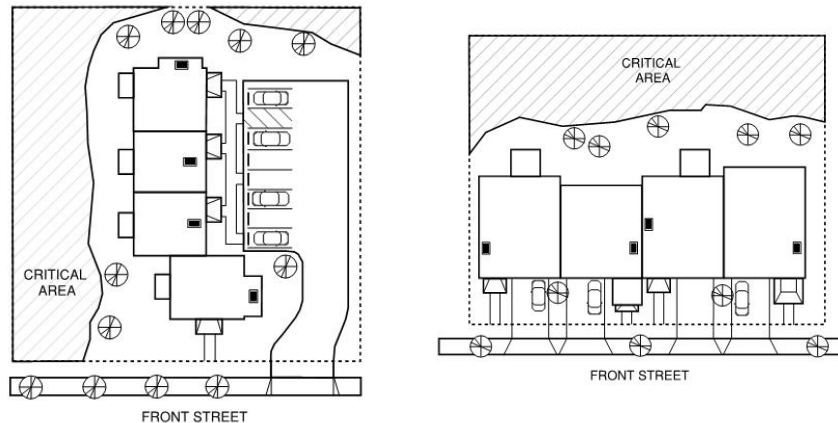
(4) Parking. Attached dwelling units, with shared parking lots, located within a half mile of a transit center or if the bedroom count is XX or less will qualify for a parking standard of 1.5 spaces required per unit.

(5) Attached dwelling units of up to four (4) units shall be allowed in single-family zones as infill development subject to the following lot size standards:

(i) Duplex lots shall be 125% of the minimum lot size of the underlying zone.

(ii) Triplex lots shall be 150% of the minimum lot size of the underlying zone.

(iii) Fourplex lots shall be 175% of the [minimum](#) lot size of the underlying zone.



(iv) Up to four units may be provided in a garden / courtyard apartment with a minimum of two units per structure.

(d) *Infill Design Standards.* Property that is eligible for infill residential development pursuant to [LSMC 14.46.210](#) shall adhere to the following design requirements. While creativity and variation in architectural design is encouraged, the purpose of these requirements is to ensure compatibility of infill development with the character of nearby existing residential structures.

(1) Building orientation on infill lots shall match the predominant orientation of other buildings along the street frontage.

(2) [Parking.](#) Infill developments shall comply with all parking standards pursuant to [chapter 14.72 LSMC](#) except as specifically modified by this chapter.

(i) [Parking may be consolidated.](#)

(ii) For single-family and townhome projects, the access and off-street parking shall be similar to the predominant character for existing development along the street frontage; however, a central parking lot at the rear or side of the development would be allowed.

(iii) For stacked apartment style projects, the primary vehicular access and off-street parking is preferred to be located to the rear or side of the proposed structures.

(iv) For garden / courtyard style apartments the parking must be on the side or rear of the development.

(3) Roofs on proposed infill residential structures shall be similar in slope, material, and style to existing surrounding development(s)-and shall incorporate-features compatible with existing surrounding development(s)

(4) Landscaping shall be provided along the perimeter of the development and parking lots to soften the transition between new and existing dwelling units when the new dwellings are different than the adjacent [existing](#) land use.

(i) Attached dwelling-units, including townhomes, stacked apartment and garden / courtyards shall provide a Type B screen as described in [14.76.040 LSMC](#).

(ii) Detached single-family infill projects are exempt from buffer landscaping adjacent to other single-family zoning districts.

(5) Integration with Natural Amenities. Natural amenities (views, mature trees, creeks, rock outcrops, and other similar features) should be preserved and integrated with the development to the maximum extent feasible. Clustering of lots/units and adjusting roadway configuration to integrate these features is encouraged to achieve these goals. Access and visibility to these natural amenities is encouraged.

(6) Horizontal building facades longer than 25 feet shall be treated to reduce building mass and visual bulk using elements described in the Lake Stevens Design Guidelines for blank wall treatments.

(7) Attached dwelling units shall be design reviewed using the Multifamily Chapter of the Lake Stevens Design Guidelines.

(8) Additional requirements:

Garden / Courtyard Apartments

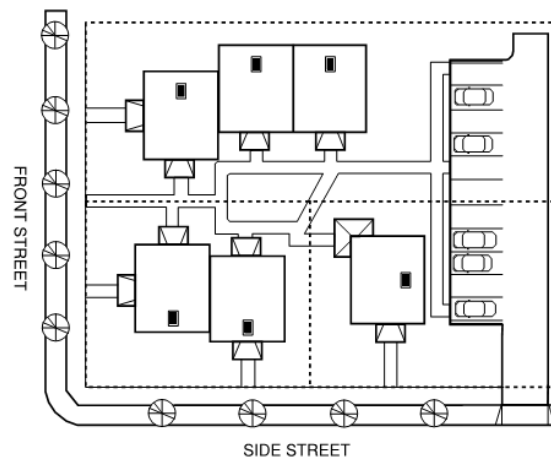


Figure (x): Multiple lots combined to create a garden courtyard project that includes a detached single family, duplex and triplex with consolidated parking in the rear of the development.

(i) Each dwelling unit must have a separate, ground-related entrance with entrances facing the shared open space.

(ii) Site Design

(A) Garden / courtyard projects shall provide architectural details on facades that face the courtyard and the public right of way.

(B) Garden / courtyard entries shall be well defined through the use of landscaping, ornamental fencing, or architectural features.

(C) Every unit shall have a covered entry from the courtyard.

(D) The internal garden / courtyard space of the development shall be defined through architectural features, buildings, or landscape, and include community amenities.

(E) A walkway from each dwelling unit shall be provided that connects the dwelling unit to the garden court and to the street. Connections through the parking area of the development do not count towards this requirement.

(F) Parking accessed from a street or lane shall be limited to one driveway with a maximum width as defined by the currently adopted EDDS.

(G) Garbage/recycling areas shall be consolidated and screened from public view.

#### Definitions & Graphics:

**Garden/courtyard apartment:** A residential development that shares a landscaped courtyard. The structure or structures are arranged around a garden court with parking typically consolidated and located to the side or rear of the development.



Exhibit 4

**Chapter 14.48**

**DENSITY AND DIMENSIONAL REGULATIONS**

Sections:

[14.48.010 Minimum Lot Size Requirements](#)

[14.48.020 Duplexes in Single-Family Zones](#)

[14.48.030 Minimum Lot Widths](#)

[14.48.040 Building Setback Requirements](#)

[14.48.050 Exceptions to Building Setback Requirements](#)

~~[14.48.055 Maximum Impervious Surface](#)~~

[14.48.060 Building Height Limitations](#)

~~[14.48.070 Cluster Subdivisions](#)~~

[14.48.080 Repealed](#)

[14.48.090 Density on Lots Where Portion Dedicated to City for Park and Recreational Facilities](#)

[14.48.094 Minimum Lot Size on Lots Where Right-of-Way is Dedicated to the City](#)

[14.48.100 Rural Subdivisions](#)

**14.48.010 Minimum Lot Size Requirements.**

Table 14.48-I indicates the basic minimum lot size required for each zone district, which shall apply to all created lots unless a reduction is otherwise allowed pursuant to a specific regulation contained elsewhere in this title. ~~(Ord. 811, Sec. 55, 2010; Ord. 676, Sec. 43, 2003; Ord. 590, 1998; Ord. 468, 1995)~~

**14.48.020 Duplexes in Single-Family Zones.**

Duplexes and two-family conversions in single-family zones shall be allowed only on lots having at least ~~150~~ **125** percent of the minimum square footage required for one dwelling unit on a lot in such district. (Ord. 1030, Sec. 2 (Exh. B), 2018; Ord. 676, Sec. 44, 2003; Ord. 590, 1998; Ord. 468, 1995)

**14.48.030 Minimum Lot Widths.**

(a) No lot may be created that is so narrow or otherwise so irregularly shaped that it would be impracticable to construct on it a building that:

- (1) Could be used for purposes that are permissible in that zoning district; and
- (2) Could satisfy any applicable setback requirements for that district.

(b) Without limiting the generality of the foregoing standard, Table 14.48-I ~~indicates-establishes~~ minimum lot widths ~~that are recommended and are deemed presumptively to satisfy the standard set forth in subsection (a) of this section.~~ The lot width shall be measured along a straight line connecting points A and B, where point A is the midpoint of the shorter side property line and point B is the point on the opposite side property line measured an equal distance from the front property line as point A.

(c) No lot created after the effective date of this title that is less than the recommended width shall be entitled to a variance from any building setback requirement. (Ord. 468, 1995)

**14.48.035 Lot standards.**

(a) Corner Lots

(b) Through Lots

(c) Panhandle / Flag Lots. Panhandle lots shall be allowed subject to the following requirements:

- (1) The width of the access corridor shall be 20 feet between the street and buildable portion of the lot.
- (2) In determining setbacks and other dimensional standards for a panhandle lot, the handle portion of the lot shall not be used to determine building setbacks and other dimensional standards. Setbacks shall be determined as though no handle was on the lot
- (3) The access corridor shall maintain a minimum height clearance of 12 feet and shall be designed to meet the city's engineering standards.
- (4) There shall not be two or more contiguous panhandle lots, subject to the requirements of Chapter 14.56 LSMC
- (5) The access corridor shall provide direct access to a paved public or private street.
- (6) All requirements of the fire code shall be met, including access and sprinkler requirements.

**14.48.040 Building Setback Requirements.**

(a) Table 14.48-I ~~and Table 14.48-II~~ sets forth the minimum building and freestanding sign setbacks required from lot lines, ~~ultimate street rights-of-way and street centerlines.~~

~~(1) If the ultimate street right-of-way line is readily determinable (by reference to the Comprehensive Plan Transportation Plan, a recorded map, set irons, adopted plan, or other means), the setback shall be measured from the ultimate right-of-way line. If it is not so determinable, the setback shall be measured from the actual street centerline.~~

~~(2) As used in this section, the term "lot line, tract or easement" refers to all easements and lot boundaries other than those that abut streets.~~ Setbacks from access easements and access tracts are considered lot line setbacks for the purpose of determining front setbacks.

~~(3)~~ As used in this section, the term "building" includes any substantial structure which by nature of its size, scale, dimensions, bulk, or use tends to constitute a visual obstruction or generate activity similar to that usually associated with a building. It also includes any element that is substantially a part of the building, such as bay windows and chimneys, and not a mere appendage, such as a flagpole. Without limiting the generality of the foregoing, for the purpose of determining setbacks the following structures are to be considered buildings:

(i) Gas pumps and overhead canopies or roofs;

~~(ii) Fences, walls, and hedges (see Chapter 14.52 for height and setback requirements).~~

~~(4) Eaves and other minor architectural features may project into the required setback up to 18 inches.~~

(b) Whenever a lot in a residential district abuts a nonresidential district, and its required setback is greater than that of the nonresidential lot, the nonresidentially zoned lot shall observe the more restrictive setback. Where a lot zoned General or Light Industrial shares a boundary with a residentially zoned lot, the setback for the industrial property along that common boundary shall be 30 feet.

~~\_(c) In the High Urban Residential District, one five-foot interior side yard setback of a lot may be reduced to zero feet for portions of the house that share a common wall with the home on the adjacent lot. Portions of a house which do not share a common wall must be set back a minimum of five feet. The Fire and Building Codes have special building requirements which must be met when setbacks are less than five feet.~~

~~(d)~~ All docks and other permissible overwater structures shall be set back pursuant to the Shoreline Master Program, Chapter 4, Section C.3. For the purposes of this section each property line extending into the lake shall be construed as extending at the same angle as the property line on shore. (Ord. 1063, Sec. 2 (Exh. B), 2019; Ord. 903, Sec. 38, 2013; Ord. 898, Sec. 7, 2013; Ord. 796, Sec. 8, 2009; Ord. 666, Sec. 8, 2002; Ord. 612, Sec. 1, 1999; Ord. 590, 1998; Ord. 468, 1995)

#### **14.48.045 Accessory Structures**

(a) In single-family residential zones, accessory structures must meet the following conditions:

(1) The gross floor area of all accessory structures may not exceed 200 square feet without a building permit,

(2) The height of the accessory structure does not exceed 12 feet, and

(3) The accessory structure shall be no closer to the front property line than that of the principal dwelling unit.

#### **14.48.050 Exceptions to Building Setback Requirements.**

(a) The following modifications to the setback requirements identified in Section [14.48.040](#) shall be allowed:

~~\_(1) In the Suburban Residential and Waterfront Residential districts only, where the high point of the roof or any appurtenance of an accessory building exceeds 12 feet in height, the accessory building shall be set back from the rear lot lines, tracts or easements an additional one foot for every foot of height exceeding 12 feet.~~

~~\_(2) In single-family residential zones, accessory structures may be located within the exterior side yard of a corner lot, provided the accessory structure meets the following conditions:~~

~~(i) The gross floor area of all accessory structures within the reduced setback area does not exceed 200 square feet.~~

~~(ii) The height of the accessory structure does not exceed eight feet.~~

~~(iii) The accessory structure is screened to a minimum height of six feet with an opaque fence or densely planted vegetation.~~

~~(iv) The accessory structure respects the minimum front yard setback and shall be no closer to the front property line than that of the principal house.~~

~~(v) The accessory structure is located no closer than 10 feet to the exterior side property line.~~

(b1) In all single-family residential zones, the building setbacks from the street of the underlying zone may be reduced by five feet for living portions of the principal house only. This reduction does not apply to garages or other nonhabitable areas.

~~(c2) In all single-family residential zones, the setback from a critical area buffer may be reduced to five feet for uncovered decks, provided sufficient room is provided to construct and maintain the deck without disturbing the buffer area.~~

(d2) In all single-family residential zones, unenclosed front porches may be constructed to be as close as 15 feet of the ~~ultimate street right-of-way~~ front property line.

(3) Exterior mechanical equipment including air conditioners, heat pumps and similar may extend up to 24 inches into the required setback.

(4) Eaves and other minor architectural features may project into the required setback up to 18 inches.

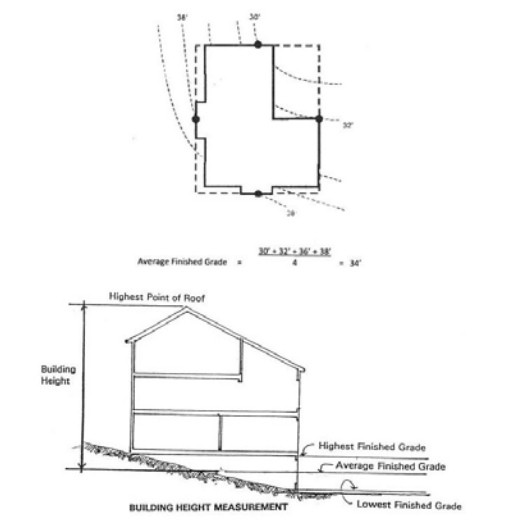
Exceptions for fences, walls, and hedges are contained in Chapter 14.52. (Ord. 1063, Sec. 2 (Exh. B), 2019; Ord. 903, Sec. 39, 2013; Ord. 811, Sec. 56, 2010; Ord. 741, Sec. 7, 2007; Ord. 676, Sec. 45, 2003; Ord. 666, Sec. 9, 2002; Ord. 595, 1999; Ord. 468, 1995)

#### **14.48.055 Maximum Impervious Surface.**

~~Unless otherwise provided for elsewhere in Title 14 or the Shoreline Master Program, the maximum impervious surface shall not exceed 40 percent of a lot for development in single-family zoning districts, except that the impervious surface areas for development in the High Urban Residential (HUR) zoning district shall not exceed 65 percent of the lot. (Ord. 947, Sec. 2, 2015; Ord. 595, 1999)~~

#### **14.48.060 Building Height Limitations.**

(a) For purposes of this section the height of a building shall be the vertical distance measured from the mean elevation of the finished grade ~~around the perimeter of~~ along four points of the proposed the building to the highest point of the building. The height of fences, walls, and hedges is as set forth in Chapter 14.52. The average finished grade shall be determined by first delineating the smallest square or rectangle which can enclose the building and then averaging the ground elevations taken at the midpoint of each side of the square or rectangle



(b) Building height limitations in the various zoning districts shall be as listed in Table 14.48-I and Table 14.48-II.

(c) The following features are exempt from the district height limitations set forth in subsection (b) of this section, provided they conform to the standards contained in subsection (d) of this section:

(1) Chimneys, church spires, elevator shafts, and similar structural appendages not intended as places of occupancy or storage;

(2) Flagpoles and similar devices;

(3) Heating and air conditioning equipment, solar collectors, and similar equipment, fixtures, and devices.

(d) The features listed in subsection (c) of this section are exempt from the height limitations set forth in subsection (b) of this section if they conform to the following requirements:

(1) Not more than one-third of the total roof area may be consumed by such features.

(2) The features described in subsection (c)(3) of this section must be set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached.

(3) The permit-issuing authority may authorize or require that parapet walls be constructed (up to a height not exceeding that of the features screened) to shield the features listed in subsections (c)(1) and (3) of this section from view.

~~(e) In any zoning district the vertical distance from the ground to a point of access to a roof surface of any nonresidential building or any multifamily residential building containing four or more dwelling units may not exceed 35 feet unless the Fire Chief certifies to the permit-issuing authority that such building is designed to provide adequate access for firefighting personnel or the building inspector certifies that the building is otherwise designed or equipped to provide adequate protection against the dangers of fire. A point of access to a roof shall be the top of any parapet wall or the lowest point of a roof's surface, whichever is greater. Roofs with slopes greater than 75 percent are regarded as walls.~~

~~(f)~~ Towers and antennas which exceed the height limit of the zone district are allowed to the extent authorized in the Table of Permissible Uses, use classification 18.000. (Ord. 1063, Sec. 2 (Exh. B), 2019; Ord. 676, Sec. 46, 2003; Ord. 590, 1998; Ord. 468, 1995)

#### **~~14.48.070 Cluster Subdivisions.~~**

~~(a) In any single-family residential subdivision or short subdivision of six lots or more, a developer may create lots that are smaller than those required by Section 14.48.010 if such developer complies with the provisions of this section and if the lots so created are not smaller than the minimums set forth in Table 14.48-I.~~

~~(b) The intent of this section is to authorize the developer to decrease lot sizes and leave the land "saved" by so doing as usable open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into the size of lots required by Section 14.48.010.~~

~~(c) The amount of usable open space that must be set aside shall be determined by:~~

~~(1) Subtracting from the standard square footage requirement set forth in Section 14.48.010 the amount of square footage of each lot that is smaller than that standard;~~

~~(2) Adding together the results obtained in subsection (c)(1) of this section for each lot.~~

~~(d) The provisions of this section may only be used if the usable open space set aside in a subdivision comprises at least 10,000 square feet of space that satisfies the definition of usable open space.~~

~~(e) The setback requirements of Sections 14.48.040 and 14.48.050 shall apply in cluster subdivisions. (Ord. 903, Sec. 40, 2013; Ord. 501, Sec. 10, 1995; Ord. 468, 1995)~~

#### **14.48.080 Architecturally Integrated Subdivisions.**

*Repealed by Ordinance 579.*

#### **14.48.085 Density Calculation**

The density calculation for new residential developments shall be based on a net density as follows, unless otherwise defined in this title.

(1) Determine Net Development Area. Subtract from the gross development land area the actual percentage of area devoted to infrastructure including dedications, streets and stormwater up to a maximum of 20 percent of the gross development area;

(2) Divide net development area by the minimum lot size per the underlying zoning district to determine project density. For multifamily, multiply by the number of multi-family dwelling units per acre permitted in multi-family zone district

(3) When the project density is determined, if the calculation for lots results in a fraction the number shall be rounded up to the next whole number.

(4) Lot size averaging. After calculating the project density, the proponent may apply a limited lot size averaging to achieve the net density provided no lot sizes are reduced by more than 10 percent to achieve the net density for the residential development and/or subdivision unless otherwise modified by other sections of this title.

#### **14.48.090 Density on Lots Where Portion Dedicated to City for Park and Recreational Facilities.**

(a) Subject to the other provisions of this section, if (1) any portion of a tract lies within an area designated on any officially adopted City plan as part of a proposed public park, greenway, or bikeway, and (2) before the tract is developed, the owner of the tract, with the concurrence of the City, dedicates to the City that portion of the tract so designated, then, when the remainder of the tract is developed for residential purposes, the permissible density at which the remainder may be developed shall be calculated in accordance with the provisions of this section.

(b) If the proposed use of the remainder is a single-family detached residential subdivision, then the lot size in such subdivision may be reduced in accordance with the provisions of Sections 14.48.070 except that the developer need not set aside usable open space to the extent that an equivalent amount of land has previously been dedicated to the City in accordance with subsection (a) of this section.

(c) If the proposed use of the remainder is a two-family or multifamily project, then the permissible density at which the remainder may be developed shall be calculated by regarding the dedicated portion of the original lot as if it were still part of the lot proposed for development.

(d) If the portion of the tract that remains after dedication as provided in subsection (a) of this section is divided in such a way that the resultant parcels are intended for future subdivision or development, then each of the resultant parcels shall be entitled to its pro rata share of the "density bonus" provided for in subsections (b) and (c) of this section. (Ord. 590, 1998; Ord. 468, 1995)

#### **14.48.094 Minimum Lot Size on Lots Where Right-of-Way is Dedicated to the City.**

Where land is dedicated to the City for public rights-of-way for a short plat or a building permit for a single-family house or a duplex, the minimum parcel size may be reduced by an equivalent square footage as that dedicated, not to exceed 10 percent of the required minimum parcel size. (Ord. 590, 1998; Ord. 468, 1995)

#### **~~14.48.100 Rural Subdivisions.~~**

~~(a) Except as exempted in subsection (b) of this section, where dual densities/minimum parcel sizes are given for a zone in Table 14.48-I, the lesser density/larger minimum parcel size prevails unless the decision-making authority is able to make all of the below-listed findings, in which case the higher densities/smaller minimum parcel size prevails. The intent of the findings is graphically represented in Figure 14.1. The findings needed to be made to allow the higher density/smaller minimum parcel size are:~~

~~(1) The subject parcel(s) or tract(s) proposed for subdivision or development must be adjacent to an area of at least 1,000 acres ("core urban area"), of which at least 20 acres contiguous to the subject property is seventy-five percent (75%) subdivided and/or built at its allowed higher density. For the purpose of this section "adjacent" means sharing a common border for at least twenty-five percent (25%) of the subject property's entire boundary (roads are not considered to separate properties). The net developable area of the 20 acres shall be used in the calculations so that lands permanently dedicated to public uses (open space, schools, Lake Stevens, etc.) do not forestall the ability of a subject property to develop to its higher density. Intervening areas of non-residentially zoned land between the core urban area and the subject property may be counted as part of the developed core urban area regardless of whether or not it is built, since the development of commercial or industrial land often follows residential development.~~

~~(2) All urban services (i.e., sewer, water, roads, other utilities, police, etc.) must be physically and fiscally available. Fulfillment of this finding shall be supported by the applicant providing an analysis of availability, analyzing both costs and benefits to the agencies or districts providing the services.~~

~~(3) All required infrastructure can be provided and provision is made a condition of the subdivision. This infrastructure must be provided consistent with the urban level of service established by the governing jurisdiction.~~

~~(4) Either:~~

~~(1) The property is annexed to the City OR~~

~~(2) The governing jurisdiction has passed a resolution stating that it is willing to provide urban services and the applicant has signed and recorded an agreement committing the entire property to annex to the City upon the initiation of a request for annexation which encompasses the subject property. The governing jurisdiction's resolution should take into account the special service districts' ability to provide the needed services.~~

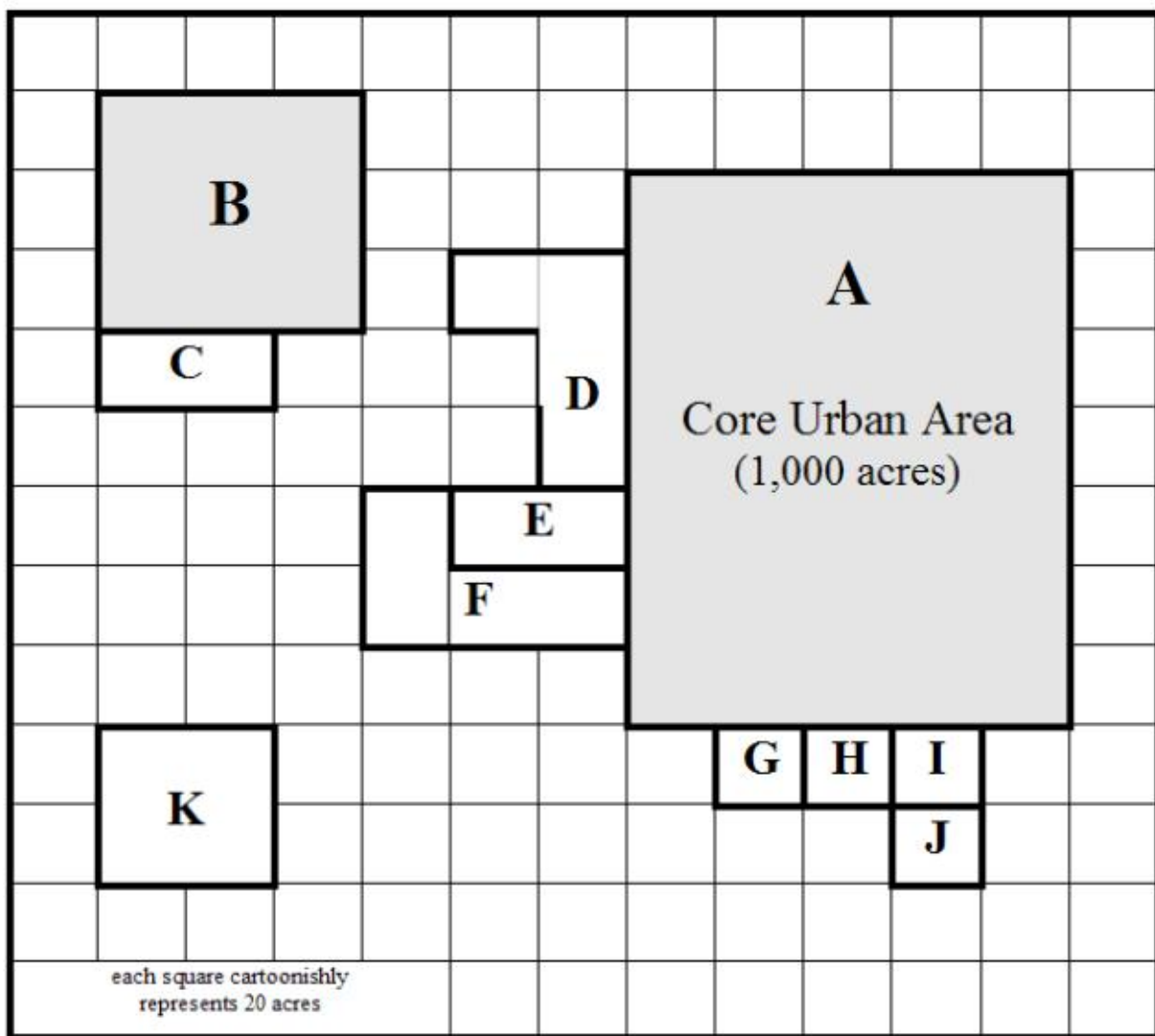
~~(b) Exemptions from subsection (a)(1) and which are allowed to develop at their higher densities upon the findings of subsection (a)(2-4) being made include:~~

~~(1) Those portions of PNDs developed as single-family residential districts.~~

~~(2) Properties within the City limits.~~

~~(c) For subdivisions into tracts of 5 acres or larger, provision of public improvements to an urban level shall not be required, although some provision may be required to adequately reduce the impacts of the proposed level of development. Specifically, public sewer facilities are not required and roads need only be developed to 28-feet of pavement with 6-foot gravel shoulders. However, dedication of all future rights-of-way as specified in the Transportation Plan of the Comprehensive Plan (or other adopted transportation plan) shall be made a condition of the subdivision. (Ord. 468, 1995)~~

Figure 14.1: Graphic Representation of the Intent of ~~§14.48.100~~ (Suburban Subdivisions)



Key to Figure 14.1



- A    ~~The Urban Core Area of 1,000 acres, developed to its higher density.~~  
=
- B    ~~An outlying area developed to its higher density, but the overall area contains less than 1,000 acres.~~  
=
- C    ~~An undeveloped 40-acre tract that could subdivide into five-acre lots, but not to its higher density~~  
=    ~~yet. Even though more than a quarter of its boundary adjoins Area B, which is developed to its~~  
     ~~higher density, that area is not a “core urban area” (i.e., it is less than 1,000 acres in size).~~
- D    ~~An undeveloped 80-acre tract that could subdivide to its higher density, as more than a quarter of~~  
=    ~~its boundary adjoins the core urban area.~~
- E=   ~~An undeveloped 40-acre tract that could subdivide into five-acre lots, but not to its higher density~~  
     ~~until Area D developed to its higher density.~~
- F=   ~~An undeveloped 80-acre tract that could subdivide into five-acre lots, but not to its higher density~~  
     ~~until Area E developed to its higher density (and thus, not until Area D also developed to its higher~~  
     ~~density).~~
- G    ~~An undeveloped 20-acre tract that could subdivide to its higher density, as more than a quarter of~~  
=    ~~its boundary adjoins the core urban area.~~
- H    ~~An undeveloped 20-acre tract that could subdivide to its higher density, as more than a quarter of~~  
=    ~~its boundary adjoins the core urban area.~~
- I=   ~~An undeveloped 20-acre tract that could subdivide to its higher density, as more than a quarter of~~  
     ~~its boundary adjoins the core urban area.~~
- J=   ~~An undeveloped 20-acre tract that could subdivide into five-acre lots, but not to its higher density~~  
     ~~until Area I developed to its higher density.~~
- K    ~~An undeveloped 80-acre tract that could subdivide into five-acre lots, but not to its higher density~~  
=    ~~until higher density development reached its boundaries.~~

{Ord. 468, 1995}

**Table 14.48 I: Density and Dimensional Standards-**

Zone	Minimum Lot Size		Minimum Residential Densities (Minimum Square Feet per Dwelling Unit)	Minimum Lot Width (ft.)	Building Setback Requirements Minimum Distance, in feet, from: <sup>4</sup>							Height Limitation (ft.)
	Standard Subdivision	Cluster Subdivision			Nonarterial Street Right-of-Way Line		Nonarterial Street Centerline <sup>1</sup>		Ultimate Arterial Street Right-of-Way Line		Lot Line, Tract or Easement <sup>2</sup>	
					Building	Freestanding Sign	Building	Freestanding Sign	Building	Freestanding Sign	Building and Freestanding Sign	
Waterfront Residential	9,600-ft <sup>2</sup>	7,500-ft <sup>2</sup>	9,600-ft <sup>2</sup>	50	25	12.5	55	42.5	25	12.5	5	35
Suburban Residential <sup>2</sup>	5-acres/ 9,600-ft <sup>2</sup>	5-acres/ 7,500-ft <sup>2</sup>	5-acres/ 9,600-ft <sup>2</sup>	80	25	12.5	55	42.5	25	12.5	5	35
Urban Residential <sup>2</sup>	5-acres/ 7,500-ft <sup>2</sup>	6,000-ft <sup>2</sup>	7,500-ft <sup>2</sup>	60	20	10	50	40	20	10	5	35
High Urban Residential	3,600-ft <sup>2</sup>	N/A	3,600-ft <sup>2</sup>	40	15	5	45	35	20	5	5	35
Multi-Family Residential	3,000-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	50	0	0	30	30	10	0	0	60

**Table 14.48 I: Density and Dimensional Standards**

Zone	Minimum Lot Size		Minimum Residential Densities (Minimum Square Feet per Dwelling Unit)	Minimum Lot Width (ft.)	Building Setback Requirements Minimum Distance, in feet, from: <sup>4</sup>							Height Limitation (ft.)
	Standard Subdivision	Cluster Subdivision			Nonarterial Street Right-of-Way Line		Nonarterial Street Centerline <sup>1</sup>		Ultimate Arterial Street Right-of-Way Line		Lot Line, Tract or Easement <sup>2</sup>	
					Building	Freestanding Sign	Building	Freestanding Sign	Building	Freestanding Sign	Building and Freestanding Sign	
Neighborhood Commercial	3,000-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	0	0	0	30	30	0	0	0	35
Mixed Use	3,000-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	0	0	0	30	30-ft <sup>2</sup>	0	0	0	60
Local Business	3,000-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	0	0	0	30	30	0	0	0	60
Central Business District	3,000-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	0	0	0	30	30	0	0	0	60
Planned Business District	0-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	0	0	0	30	30	0	0	0	40
Sub-Regional Commercial	0-ft <sup>2</sup>	N/A	0-ft <sup>2</sup>	10	0	0	30	30	0	0	0	85

**Table 14.48 I: Density and Dimensional Standards**

Zone	Minimum Lot Size		Minimum Residential Densities (Minimum Square Feet per Dwelling Unit)	Minimum Lot Width (ft.)	Building Setback Requirements Minimum Distance, in feet, from: <sup>4</sup>							Height Limitation (ft.)
	Standard Subdivision	Cluster Subdivision			Nonarterial Street Right-of-Way Line		Nonarterial Street Centerline <sup>1</sup>		Ultimate Arterial Street Right-of-Way Line		Lot Line, Tract or Easement <sup>3</sup>	
					Building	Freestanding Sign	Building	Freestanding Sign	Building	Freestanding Sign	Building and Freestanding Sign	
Light Industrial	0 ft²	N/A	N/A	10	0	0	30	30	0	0	0	85
General Industrial	0 ft²	N/A	N/A	10	0	0	30	30	0	0	0	85
Public/Semi-Public	0 ft²	N/A	N/A	0	0	0	0	0	0	0	0	60

<sup>1</sup> See Section 14.48.040(a)(1) for use of centerline.

<sup>2</sup> See Section 14.48.100 for use of five acres or square feet requirements.

<sup>3</sup> Eaves and other minor architectural features may project into the required setback up to 18 inches.

<sup>4</sup> If property is located on Lake Stevens or Catherine Creek or has wetlands, please refer to the required setbacks in the Shoreline Master Program and Chapter 14.88, Critical Areas.

(Ord. 903, Sec. 38, 2013; Ord. 855, Sec. 22, 2011; Ord. 811, Sec. 55, 2010; Ord. 796, Sec. 9 (Exh. 1), 2009; Ord. 773, Sec. 3, 2008; Ord. 744, Sec. 3, 2007; Ord. 676, Sec. 47, 2003; Ord. 468, 1995)

**Table 14.48-I: Residential Density and Dimensional Standards<sup>1</sup>**

<u>Zoning District</u>	<u>Lot Size</u>		<u>Lot Width</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>	<u>Maximum Impervious Area</u>	<u>Maximum Height</u>
<u>(Suburban Residential)</u> <u>R4</u>	<u>8600 sq ft</u>		<u>70-foot internal</u> <u>80-foot corner</u>	<u>25-feet</u>	<u>15 total</u> <u>(no less than</u> <u>5-feet one side)</u>	<u>20-feet</u>	<u>50%</u>	<u>35</u>
<u>WR</u>	<u>9600 sq ft</u>		<u>variable - not</u> <u>less than 50-</u> <u>feet</u>	<u>25-feet</u>	<u>15 total</u> <u>(no less than</u> <u>5-feet one side)</u>	<u>20-feet</u>	<u>50%</u>	<u>35</u>
<u>(Urban Residential)</u> <u>R6</u>	<u>6000 sq ft</u>		<u>60-foot internal</u> <u>65-foot corner</u>	<u>15 - feet</u>	<u>15 total</u> <u>(no less than</u> <u>5-feet ones ide)</u>	<u>15-feet</u>	<u>55%</u>	<u>35</u>
<u>(High Urban Residential)</u> <u>R8 – 12<sup>2</sup></u>	<u>Detached</u>	<u>4200</u> <u>sq ft</u>	<u>45-foot internal</u> <u>50-foot corner</u>	<u>15 - feet</u> <u>(25-feet</u> <u>max.)</u>	<u>15 total</u> <u>(no less than</u> <u>5-feet one side)</u>	<u>10-feet</u>	<u>65%</u>	<u>35</u>
	<u>Attached</u>	<u>2800</u> <u>sq ft</u>	<u>20-foot internal</u> <u>30-foot corner</u>	<u>15 - feet</u> <u>(25-feet</u> <u>max.)</u>	<u>10-feet</u> <u>between other</u> <u>districts or</u> <u>buildings onsite</u>	<u>10-feet</u>	<u>75%</u>	<u>45</u>
<u>MFR</u>	<u>none</u>		<u>none</u>	<u>variable</u>	<u>10-feet</u> <u>between other</u> <u>districts or</u> <u>buildings onsite</u>	<u>10-feet</u> <u>between other</u> <u>districts</u>	<u>85%</u>	<u>60</u>

1. Unless otherwise stated, the dimensional standards refer to minimum requirements.

2. The R8-R12 zoning district applies two sets of development standards depending if the project is a detached single-family or attached townhouse development. Developments may apply a mix of standards if both types of housing are represented in the project.

**Table 14.48-II: Residential Density and Dimensional Standards**

<u>Zoning District</u>	<u>Lot Size</u>	<u>Lot Width</u>	<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>	<u>Maximum Impervious Area</u>	<u>Height</u>
<b>Commercial Zones</b>							
<u>Central Business District</u>			<u>5</u>	<u>10</u>	<u>10</u>		<u>55</u>
<u>Commercial District</u>			<u>5</u>	<u>10</u>	<u>10</u>		<u>55<sup>*1</sup></u>
<u>Local Business</u>			<u>5</u>	<u>10</u>	<u>10</u>	<u>80%</u>	<u>45</u>
<u>Public/Semi-Public</u>			<u>5</u>	<u>10</u>	<u>10</u>	<u>80%</u>	<u>60</u>
<b>Industrial Zones</b>							
<u>Light Industrial</u>			<u>20</u>	<u>10</u>	<u>10</u>		<u>45</u>
<u>General Industrial</u>			<u>20</u>	<u>10</u>	<u>10</u>		<u>60</u>
<b>Mixed Use Zones</b>							
<u>Mixed-Use</u>			<u>10</u>	<u>10</u>	<u>10</u>	<u>75%</u>	<u>45</u>
<u>Mixed-Use Neighborhood</u>							

1 Setback shall be 10 feet if abutting a property in a residential zone. This setback shall be landscaped as required by Chapter