

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

June 25, 2024 - 6:00 PM

Ways to Participate:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens
or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/87001675374>
or call in at (253) 215-8782 Meeting ID 87001675374

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. New Lateral Police Officer Miles Lewis Jeffrey Beazizo
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. 2024 Capital Projects Update Aaron Halverson
10. **Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of May 28, 2024 Kelly Chelin
 - C. City Council Meeting Minutes of June 4, 2024 Caitlin Weaver
 - D. Professional Services Agreement Addendum No. 1 to BCRA for the Eagle Ridge Park Improvements Phase II Project Jill Meis
 - E. Resolution 2024-07 Adopt Formal Trail Name for Trail From Marysville to Lake Stevens Jill Meis
 - F. Ordinance 1186 Permitting the Use and Throwing of Projectiles Sarah Garceau

- G. Reappoint LeeAnn Balbirona to the Library Board with a term expiring December 31, 2026 Kelly Chelin

11. Action Items

- A. Repair/Refurbish Visitor Information Center Digital Sign Troy Stevens,
Gene Brazel,
Sarah Garceau
- B. Resolution 2024-06 Property Surplus Russ Wright
- C. Real Estate Purchase and Sale Agreement with Snohomish County Public Utility District No. 1 Aaron Halverson
- D. Ordinance 1185 & Resolution 2024-04 Solicitor License Code Amendment LUA2023-0046 Jill Needham

12. Discussion Items

- A. 2024 Comprehensive Plan Update Project Update David Levitan

13. Adjourn

THE PUBLIC IS INVITED TO ATTEND

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.

CITY DEPARTMENT REPORT



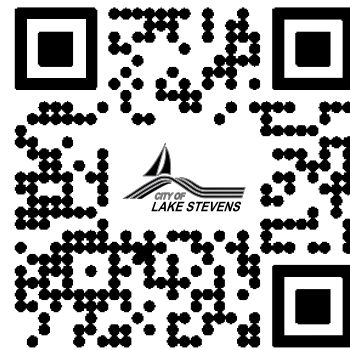
Agenda Date: 6/25/2024

Contact Person/Department: Aaron Halverson, Public Works

Five capital projects will go into the construction phase during the summer of 2024. There will be temporary impacts on traffic that will be mitigated with advanced warning signage and dynamic traffic control. The attached report will be used to generate press releases and social media posts to warn the public of potential delays. Also, each capital project will have a project sign identifying the project name, project owner (City of Lake Stevens) and a QR code that can be used to navigate to the project website.

91ST AVENUE SE IMPROVEMENTS

THIS SIDEWALK PROJECT HAS BEEN FUNDED BY:



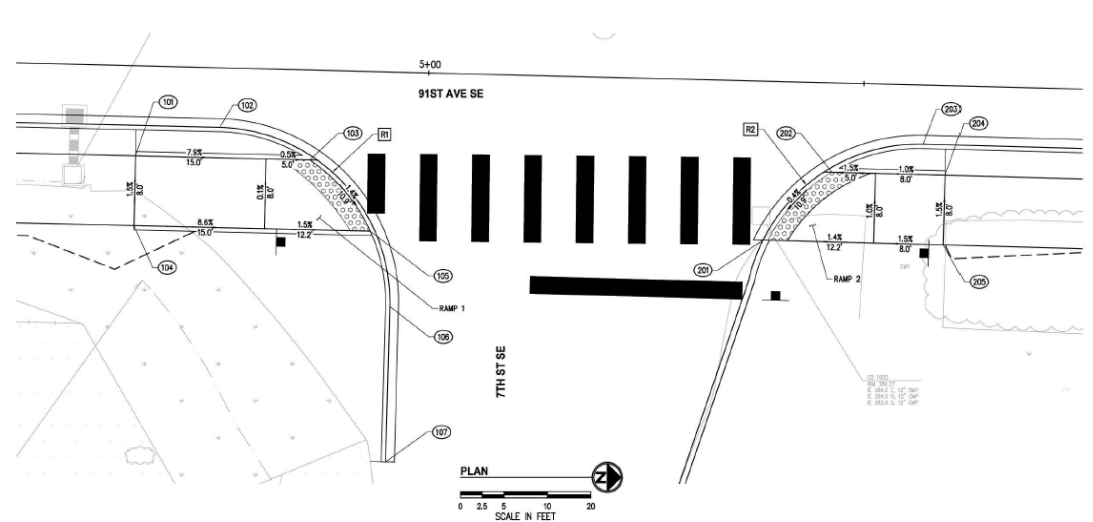
TRANSPORTATION BENEFIT PROGRAM

SCHEDULED COMPLETION: FALL 2024

www.lakestevenswa.gov/476/Capital-Projects



Existing conditions: paved shoulder and some sections of sidewalk. Image source: Google streets.



Detail of 8-foot path, updated ADA ramps and crossing from construction plan set.

91ST AVE SE SIDEWALK PHASE 1

PROJECT DESCRIPTION

Complete a continuous pedestrian and bicycle route on the east side of 91st Avenue SE, between the intersections of 8th St SE and Market Place.

8th St SE to Meridian Place: 8-10 foot multi-use path

Meridian to Market Place: 6 foot sidewalk with sharrow (combined bike and vehicle travel lane)

Existing sidewalk and utilities are incorporated where possible. The project will also construct driveway ramps or provide crosswalk striping as needed where driveways or cross streets meet the new sidewalk.



PROJECT LOCATION
NOT TO SCALE

PROJECT DETAILS

TIMELINE:

Design:

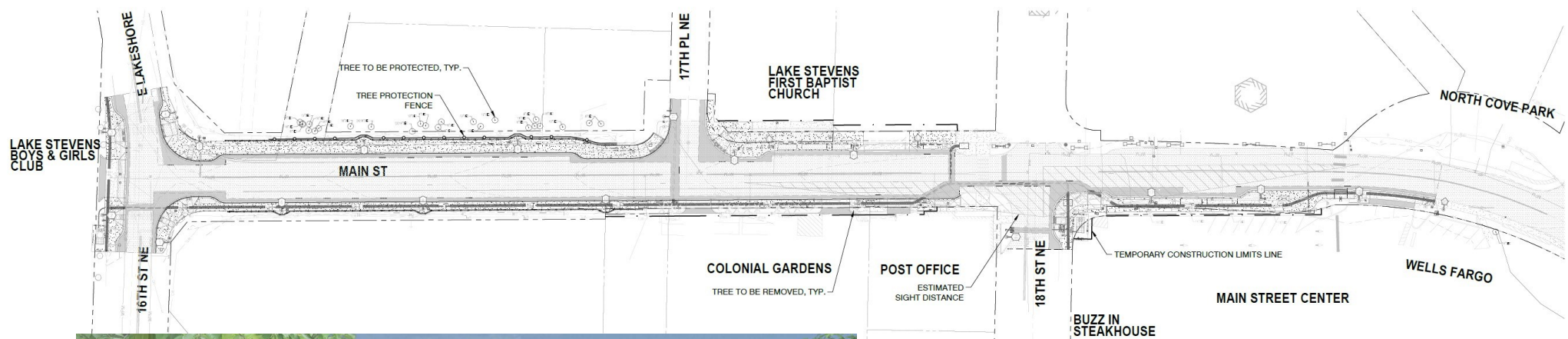
Through May 2024

Construction:

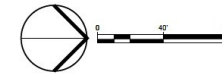
July - Sept. 2024

CONSTRUCTION COST:

\$1,679,990



Artist's rendering of Main Street.



MAIN STREET IMPROVEMENTS PROJECT

PROJECT DESCRIPTION

Reconstruct Main Street from 20th St NE to 16th St NE/E Lakeshore Drive.

The improvements include a 10-foot multi-use path on the west side of the roadway, reconstructed sidewalk on the east side, bulb-outs to enhance pedestrian crossings and parking facilities, landscaping, lighting, and utility upgrades.

PROJECT DETAILS

TIMELINE:

Design:

Through December 2023

Construction:

Aug - Dec. 2024

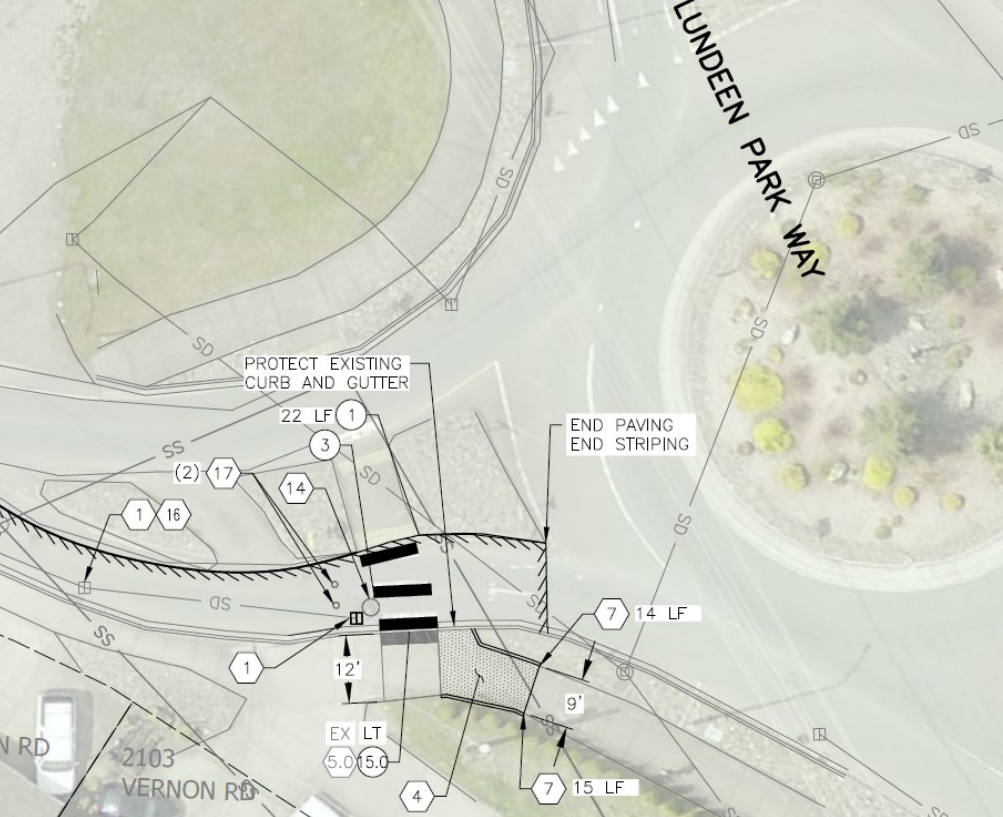
CONSTRUCTION COST:

\$2,961,600

GRANT INFORMATION:

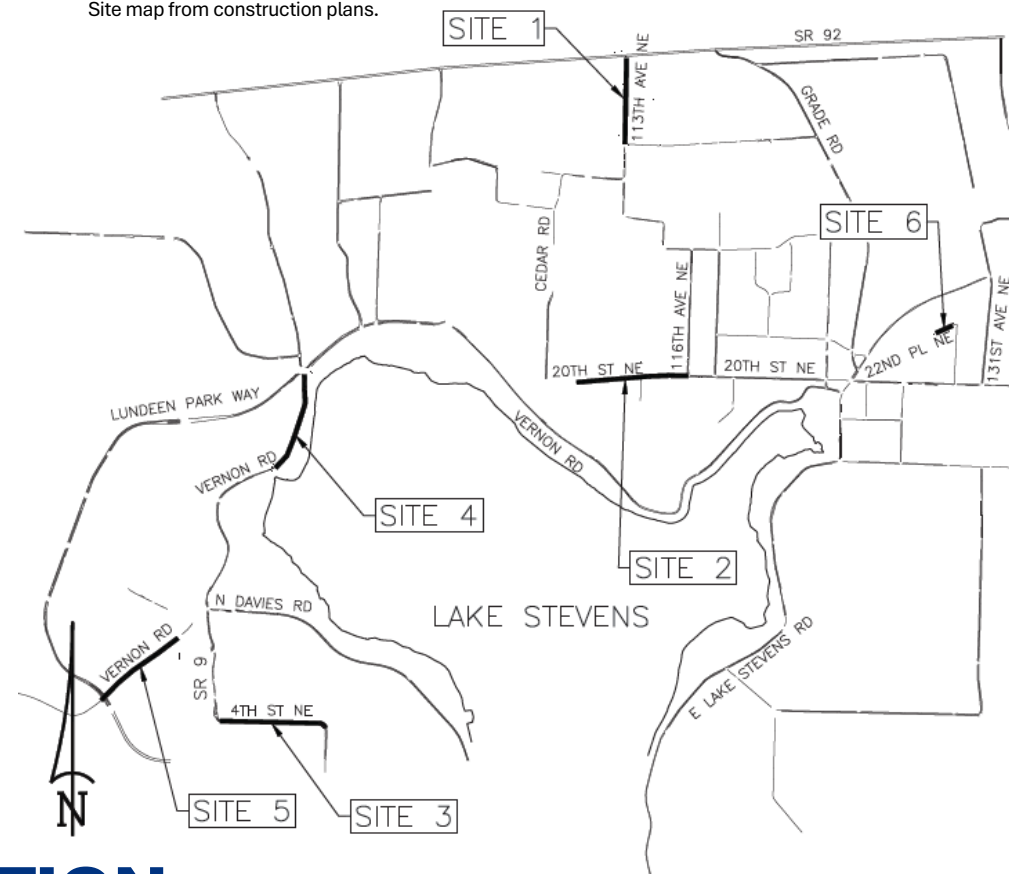
PSRC:

\$4,441,343



Detail of paving, striping, and pedestrian facility upgrades at the Lundeen and Vernon roundabout.

Site map from construction plans.



2024 PAVEMENT PRESERVATION

PROJECT DESCRIPTION

Roadway asphalt grind and overlay with associated ADA curb ramp, sidewalk, and crosswalk updates as required based on impacted areas.

The project also includes some full-depth spot repairs, utility adjustments, and replacing existing roadway markings. The project locations are:

Site 1: 113th Ave NE from SR92 to 32nd St NE

Site 2: 20th St. NE from Ashley Pointe to 116th Ave NE

Site 3: 4th St. NE from SR9 to 99th Ave NE

Site 4: Vernon Road from the bridge (1706 Vernon Rd) to Lundeen Parkway roundabout

Site 5: Vernon Road from Lundeen Parkway to 91st Ave NE

Site 6: 22nd Place NE from 130th Dr. NE to Cul-de-sac

PROJECT DETAILS

TIMELINE:

Design:

April - May 2024

Construction:

July - Aug. 2024

CONSTRUCTION COST:

\$999,700

BAYVIEW TRAIL PHASE 0

PROJECT DESCRIPTION

Phase Zero will construct a 10-foot-wide multi-use, non-motorized trail along the powerline trail corridor from 20th St SE to 12th St SE.

This will include a trailhead and parking lot at 20th St SE, dog park, parking at 12th St SE, and improvements at the 12th St SE and 87th Ave SE intersection.

Ultimately, the trail will extend north to the City of Marysville.

PROJECT DETAILS

TIMELINE:

Design:

Through May 2024

Construction:

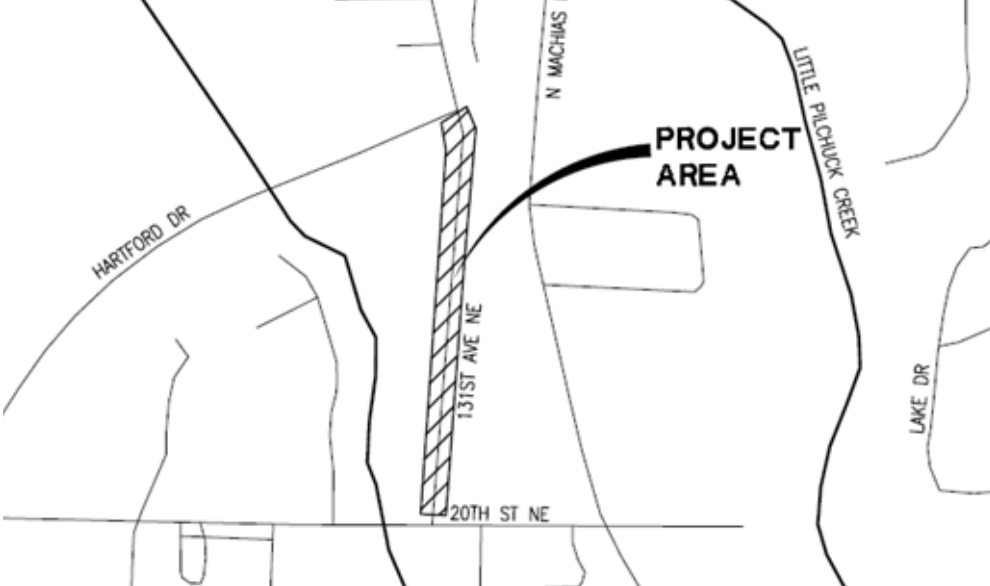
July - Aug. 2024

CONSTRUCTION COST:

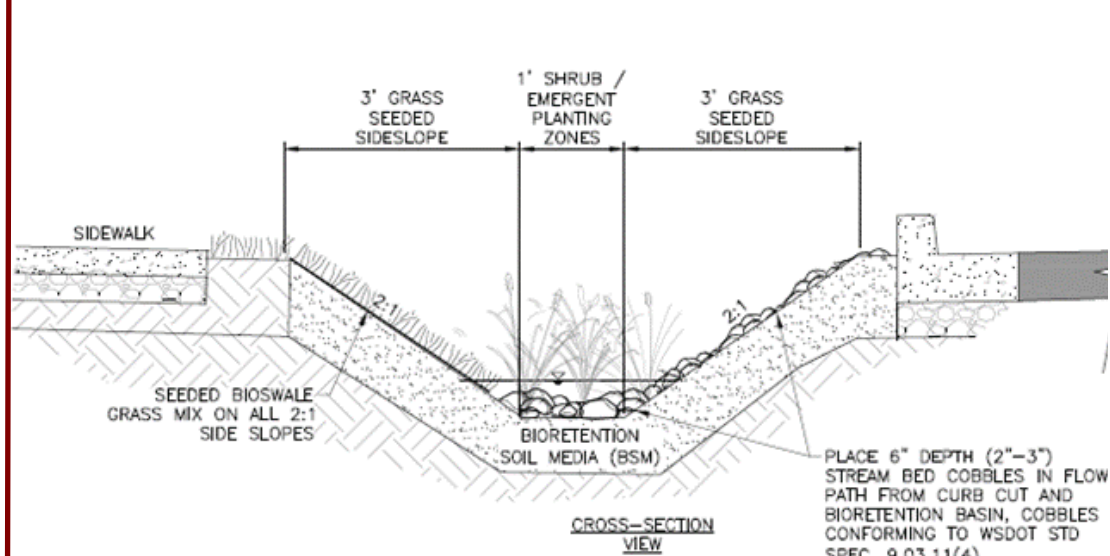
\$980,950



Detail of 20th St SE trailhead and a portion of the multiuse trail.



Site map from 90% construction plans.



Bioswale cross-section detail from 90% construction plans.

131ST AVE NE SEWER PROJECT

PROJECT DESCRIPTION

Construction of a sanitary sewer main along 131st Ave NE (from 20th St NE to Hartford Dr) and pedestrian and stormwater infrastructure on the west side of the roadway.

The new sewer main will include east and west spurs to connect to existing sewer infrastructure at N Machias and 22nd Pl NE. The project will also include an overlay of the existing roadway (both lanes), construction of an 8-foot multi-use sidewalk on the west side, upgrades to pedestrian crossings to meet ADA requirements, and reconstruction of existing driveways where they meet the new sidewalk. This will also be the first city project to incorporate open stormwater conveyance using Low Impact Development principles. This will be implemented via a bioswale, which doubles as a landscape strip/ vegetated buffer providing treatment, flow control, and conveyance of stormwater, while reducing long-term stormwater infrastructure maintenance costs.

PROJECT DETAILS

TIMELINE:

Design:

2024

Construction:

2024

CONSTRUCTION COST:

\$2,541,250

GRANT INFORMATION:

Commerce Grant:

\$208,000

2024 ROADWAY MARKINGS MAINTENANCE

PROJECT DESCRIPTION

Replace existing and install new longline striping and thermoplastic roadway markings at priority sites throughout the city.

Roundabouts, signalized intersections, and high-volume roadways, along with a few spot-specific roadway safety projects, have been prioritized for 2024.

On Market Place, excessively wide vehicle travel lane widths (12+ feet) are proposed to be narrowed to our current EDDS standard width (11 feet). This will accommodate a wider/buffered bike lane, encourage slower vehicle speeds, and increase safety for all road users.

PROJECT DETAILS

TIMELINE:

Design:

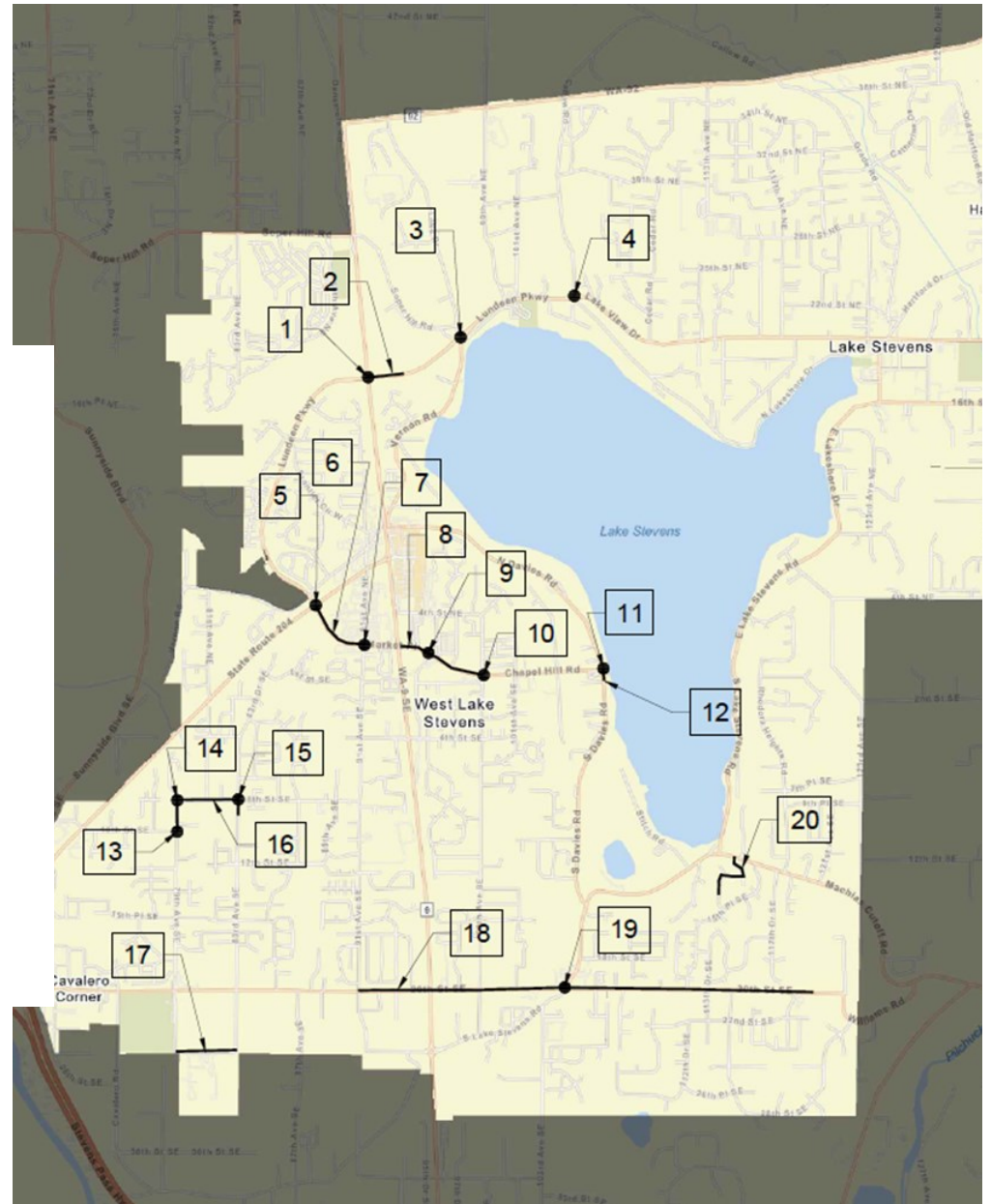
Through June 2024

Construction:

July - Sept. 2024

CONSTRUCTION COST:

\$135,000



Draft site map of project locations. Circles represent intersection treatments (such as crosswalks, traffic arrows, or stop lines) and bold lines represent longline striping (lane centerlines and edgelines.)

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$40,925.11
Claims	61083-61137	\$288,681.94
Void Checks		
Total Vouchers Approved:		\$329,607.05

This 25th day of June 2024

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, Barb Stevens

Mayor, Brett Gailey

June 25, 2024



City expenditures by type for this voucher packet		
Supplies	\$26,746	8%
Professional Services	\$241,723	73%
Refunds	\$250	0%
Capital *	\$49,449	15%
Debt Payments	\$11,439	3%
Total	\$329,607	100%

Large Purchases *

* 91st Ave SE Ph 1 Sidewalk Improvements \$23,400

* 91st Ave SE Ph 1 Sidewalk Improvements \$11,700

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 06/14/2024 - 06/20/2024

Total for Period
\$329,607.05

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	79508	101 016 542 90 31 01	ST-Clothing	Water Proof for Work Boots - P Stevens	61083	\$10.92
Ace Hardware	79508	410 016 531 10 31 00	SW - Clothing	Water Proof for Work Boots - P Stevens	61083	\$10.92
Ace Hardware	79528	001 010 576 80 31 04	PK-Vandalism Supplies	Cedarwood Graffiti Supplies	61083	\$97.13
Ace Hardware	79538	101 016 544 90 31 02	ST-Operating Cost	VP Racing Fuels Small Engine 2-Cycle 50:1 Pre-Mixed	61083	\$29.50
Ace Hardware	79538	410 016 531 10 31 02	SW - Operating Costs	VP Racing Fuels Small Engine 2-Cycle 50:1 Pre-Mixed	61083	\$29.50
Ace Hardware	79544	101 016 544 90 31 02	ST-Operating Cost	Gloves/Paper Towels	61083	\$57.97
Ace Hardware	79544	410 016 531 10 31 02	SW - Operating Costs	VP Racing Fuels Small Engine 2-Cycle 50:1 Pre-Mixed	61083	\$236.00
Ace Hardware	79545	001 013 518 20 31 00	GG-Operating Costs	Paper Towels/Gloves/Bags - CH	61083	\$122.80
Ace Hardware	79546	001 013 518 20 31 00	GG-Operating Costs	Bags Credit - CH	61083	(\$25.25)
Ace Hardware	79553	001 012 575 30 31 00	CS- Museum - Operating	Smoke Detectors/Giddle Cover	61083	\$260.06
Ace Hardware	79566	410 016 531 10 31 02	SW - Operating Costs	VP Racing Fuels Small Engine 2-Cycle 50:1 Pre-Mixed	61083	\$708.00
					61083 Total	\$1,537.55
Amazon Capital Services	14KL-1FN9-YFXF	001 008 521 20 31 00	LE-Office Supplies	Notebooks	61084	\$34.96
Amazon Capital Services	197Q-LQK4-TFF7	001 006 518 80 31 00	IT-Office Supplies	Cable Storage Boxes/Container Bins/Iphone OtterBoxes	61084	\$120.17
Amazon Capital Services	197Q-LQK4-TFF7	303 013 594 18 60 02	Citywide Security Cameras	Powersupply Cord for Camera at Lundeen Park	61084	\$14.20
Amazon Capital Services	1C11-CYW7-JNYV	001 008 521 20 31 05	LE-Equipment - New Officers	Boots - B Morgan	61084	\$147.25
Amazon Capital Services	1CGX-7M96-1N4V	001 008 521 20 31 00	LE-Office Supplies	Wall File Organizer	61084	\$17.70
Amazon Capital Services	1GQ3-PVPQ-7K6R	001 008 521 20 31 00	LE-Office Supplies	Wireless Keyboard/Mouse Combo - BWC Grant	61084	\$94.52
Amazon Capital Services	1H99-GPKM-P1KK	001 008 521 20 31 01	LE-Fixed Minor Equipment	Remote Wireless Temperature Sensor for Fridge Credit	61084	(\$75.62)
Amazon Capital Services	1LM1-3XVP-LFQY	101 016 544 90 31 02	ST-Operating Cost	Cat Door/Collars/Wall Liner	61084	\$68.29
Amazon Capital Services	1LM1-3XVP-LFQY	410 016 531 10 31 02	SW - Operating Costs	Cat Door/Collars/Wall Liner	61084	\$68.28
Amazon Capital Services	1QMX-X1NR-36WC	001 010 576 80 31 03	PK- Equipment & Tools	Pliers/Folding Saws/Multi-Tool/SS Gardening Knives	61084	\$267.18
Amazon Capital Services	1RT3-7WKG-FVCY	101 016 544 90 31 02	ST-Operating Cost	Backpack Sprayer Kit	61084	\$178.07
Amazon Capital Services	1XC6-3QJL-GYFV	001 008 521 20 31 05	LE-Equipment - New Officers	Boots - Byram/Lindseth	61084	\$338.16
Amazon Capital Services	1Y1D-R46H-NTXK	001 008 521 50 30 02	LE-Fleet Minor Equipment	Binoculars (2)	61084	\$216.38
Amazon Capital Services	1YXR-1YVY-4GNY	101 016 544 90 31 02	ST-Operating Cost	Command Strips/Surge Protector Power Strip	61084	\$22.72
Amazon Capital Services	1YXR-1YVY-4GNY	410 016 531 10 31 02	SW - Operating Costs	Command Strips/Surge Protector Power Strip	61084	\$22.71
					61084 Total	\$1,534.97
BCRA Inc	32445	004 010 594 76 60 01	PR - Eagle Ridge Park	Eagle Ridge Park Phase 2	61085	\$1,432.20
					61085 Total	\$1,432.20
Business Card	CLIFTON 06-2024	101 016 542 30 49 01	ST-Staff Development	APWA Master Class Registration - C Clifton	61086	\$62.50
Business Card	CLIFTON 06-2024	410 016 531 10 49 01	SW - Staff Development	APWA Master Class Registration - C Clifton	61086	\$62.50
Business Card	CLIFTON 06-2024	101 016 542 30 49 01	ST-Staff Development	Operator/Water Main Disinfection/Chlorine Analysis - C Clifton	61086	\$455.00
Business Card	CLIFTON 06-2024	410 016 531 10 49 01	SW - Staff Development	Operator/Water Main Disinfection/Chlorine Analysis - C Clifton	61086	\$455.00
Business Card	GARCEAU 06-2024	001 010 576 80 49 01	PK-Staff Development	Electrical Journeyman CEU Registration - R Anderson	61086	\$119.00
Business Card	GARCEAU 06-2024	001 010 576 80 31 05	PK-R&M Supplies	Grase Cartridge for Machine Maint	61086	\$27.31
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	Labor Relations Institute Hotel - S Garceau	61086	\$354.92
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	Labor Relations Institute Hotel Credit - S Garceau	61086	(\$20.00)
Business Card	GARCEAU 06-2024	001 010 576 80 49 01	PK-Staff Development	Labor Relations Institute Registration - S Garceau	61086	\$345.00
Business Card	GARCEAU 06-2024	001 010 576 80 42 01	PK-Advertising Services	Meta Advertising Campaign Gaming by the Lake	61086	\$2.31
Business Card	GARCEAU 06-2024	001 010 576 80 42 01	PK-Advertising Services	Meta Advertising Campaign May 4th Event	61086	\$15.69
Business Card	GARCEAU 06-2024	001 010 576 80 31 00	PK-Operating Costs	Mini Blinds	61086	\$22.37
Business Card	GARCEAU 06-2024	001 010 576 80 31 03	PK- Equipment & Tools	Spinkler Trimmer Rods	61086	\$178.99
Business Card	GARCEAU 06-2024	001 010 576 80 31 00	PK-Operating Costs	Strainer Check Stop Body Sub-Assembly for Lundeen RR	61086	\$88.34
Business Card	GARCEAU 06-2024	001 010 576 80 31 03	PK- Equipment & Tools	Water Sillcock Keys	61086	\$47.96
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	WRPA Conf Hotel - J Lewandowski	61086	\$510.78

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	WRPA Conf Hotel - J Meis	61086	\$510.78
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	WRPA Conf Hotel - S Garceau	61086	\$621.66
Business Card	GARCEAU 06-2024	001 010 576 80 43 00	PK-Travel & Meetings	WRPA Conf Hotel - T Woldridge	61086	\$633.66
Business Card	MACDONALD 06-2024	101 016 542 30 41 02	ST-Professional Service	202010 Ford F150 Door Remove/Install	61086	\$150.47
Business Card	MACDONALD 06-2024	410 016 531 10 41 01	SW - Professional Services	202010 Ford F150 Door Remove/Install	61086	\$150.47
Business Card	MACDONALD 06-2024	101 016 544 90 31 02	ST-Operating Cost	Ceiling/Wall Liner Kits/Floor Mats for Ford Transit Van	61086	\$3,496.08
Business Card	MACDONALD 06-2024	530 016 594 48 60 00	Purchase Of Capital Equipment	PW Electric Vehicle Facility Supplies/Parts Credit	61086	(\$3,160.85)
Business Card	UBERT 06-2024	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription	61086	\$100.53
Business Card	UBERT 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IACP Conf Flight - Beazizo/Thomas/J Ubert/J Dreher	61086	\$2,837.60
Business Card	UBERT 06-2024	001 008 521 20 43 00	LE-Travel & Per Diem	WASPC Meal	61086	\$16.24
					61086 Total	\$8,084.31
Canon Financial Services Inc	33142761	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	61087	\$252.95
Canon Financial Services Inc	33142761	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	61087	\$23.52
					61087 Total	\$276.47
Cintas Loc 460	4195048103	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61088	\$54.30
					61088 Total	\$54.30
Cory de Jong and Sons Inc	A343419	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil - Eagle Ridge Garden	61089	\$35.25
					61089 Total	\$35.25
Crystal Springs	5249844 060124	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	61090	\$80.39
Crystal Springs	5249844 060124	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	61090	\$80.39
Crystal Springs	5249844 060124	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	61090	\$174.22
					61090 Total	\$335.00
Daily Journal of Commerce Inc	3399989	101 016 542 30 41 00	ST-Pavement Preservation	RFB Pavement Preservation Advertisement	61091	\$708.90
Daily Journal of Commerce Inc	3399990	004 010 594 76 60 03	PR - LS Bayview Connector	RFB Bayview Trail Phase 0 Advertisement	61091	\$632.40
					61091 Total	\$1,341.30
David Evans and Associates Inc	562530	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 23-03 Lanark Review	61092	\$486.50
					61092 Total	\$486.50
Dept of Labor and Industries	345751	001 012 575 50 48 00	CS- The Mill - R & M	L&I Violation Penalties - Mill Elevator	61093	\$500.00
					61093 Total	\$500.00
Dept of Revenue EFT	05-2024 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 05-2024	0	\$926.88
Dept of Revenue EFT	05-2024 EXCISE	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes 05-2024	0	\$39,998.23
					0 Total	\$40,925.11
Dobbs Heavy Duty Holdings LLC	026P57790	101 016 544 90 31 02	ST-Operating Cost	Power Steering Pump-EV/Gasket Pump Hydraulic	61094	\$337.66
Dobbs Heavy Duty Holdings LLC	026P57790	410 016 531 10 31 02	SW - Operating Costs	Power Steering Pump-EV/Gasket Pump Hydraulic	61094	\$337.66
					61094 Total	\$675.32
Enterprise FM Trust	604558-060524	530 016 594 48 70 00	Capital Lease Principal	City Vehicle Lease/Mgmt/Tax Fees	61095	\$11,185.80
					61095 Total	\$11,185.80
Fastenal Company	MN019855794	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 06-2024	61096	\$5.46
Fastenal Company	MN019855794	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 06-2024	61096	\$5.47
Fastenal Company	WAARN173200	101 016 544 90 31 02	ST-Operating Cost	Warn Flags	61096	\$78.97
Fastenal Company	WAARN173200	410 016 531 10 31 02	SW - Operating Costs	Warn Flags	61096	\$78.97
Fastenal Company	WAARN173207	101 016 544 90 31 02	ST-Operating Cost	Wiper/Gloves/Ninja Flex	61096	\$30.37
Fastenal Company	WAARN173207	410 016 531 10 31 02	SW - Operating Costs	Wiper/Gloves/Ninja Flex	61096	\$30.38
Fastenal Company	WAARN173343	101 016 544 90 31 02	ST-Operating Cost	Gloves/Safety Glasses/Batteries/Vests/QwikStiks	61096	\$98.05
Fastenal Company	WAARN173343	410 016 531 10 31 02	SW - Operating Costs	Gloves/Safety Glasses/Batteries/Vests/QwikStiks	61096	\$98.05
Fastenal Company	WAARN173443	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Duct Tape/Cleaning Supplies/Wasp Killer	61096	\$61.58
Fastenal Company	WAARN173443	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Duct Tape/Cleaning Supplies/Wasp Killer	61096	\$61.59
Fastenal Company	WAARN173533	101 016 544 90 31 02	ST-Operating Cost	Caution Tape/Safety Glasses/EarPlugs/Gloves/Batteries	61096	\$145.92
Fastenal Company	WAARN173533	410 016 531 10 31 02	SW - Operating Costs	Caution Tape/Safety Glasses/EarPlugs/Gloves/Batteries	61096	\$145.92
					61096 Total	\$840.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Feldman & Lee PS	05-2024 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 05-2024	61097	\$14,000.00
Feldman & Lee PS	2024 LKS-SSP-5	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 05-2024	61097	\$900.00
Feldman & Lee PS	2024 LKS-SSP-5	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 05-2024	61097	\$600.00
Feldman & Lee PS	2024 LKS-SSP-5	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services Program 05-2024	61097	\$460.00
					61097 Total	\$15,960.00
Galls LLC	28075612	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - C Wells	61098	\$121.36
Galls LLC	28075613	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - J Barnes	61098	\$121.36
Galls LLC	28090483	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - M Cooper	61098	\$147.62
Galls LLC	28090504	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Gear - M Cooper	61098	\$5.64
					61098 Total	\$395.98
Goldman	2024-1241	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	61099	\$275.00
					61099 Total	\$275.00
Granite Construction Supply	102816	101 016 544 90 31 02	ST-Operating Cost	Signs	61100	\$1,440.79
Granite Construction Supply	102817	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	61100	\$98.91
Granite Construction Supply	102832	001 010 576 80 31 05	PK-R&M Supplies	Custom Signs Replacements	61100	\$2,040.84
Granite Construction Supply	102849	001 010 576 80 31 00	PK-Operating Costs	Sign Pole Posts/Head Drive Rivets	61100	\$1,286.51
					61100 Total	\$4,867.05
Heidelberg Materials	5977232	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	61101	\$3,537.97
					61101 Total	\$3,537.97
Honey Bucket	554198746	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Disk Golf	61102	\$167.75
Honey Bucket	554198747	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	61102	\$264.50
Honey Bucket	554201894	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park Temp	61102	\$290.95
Honey Bucket	554208702	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	61102	\$142.00
					61102 Total	\$865.20
Houghtaling	061324 NATASHA	101 016 543 30 43 00	ST-Travel & Meetings	Heat Awareness Training Supply Reimbursement	61103	\$45.36
Houghtaling	061324 NATASHA	410 016 531 10 43 00	SW - Travel & Meetings	Heat Awareness Training Supply Reimbursement	61103	\$45.37
					61103 Total	\$90.73
Industrial Bolt & Supply Inc	845269-2	101 016 544 90 31 02	ST-Operating Cost	Misc Retainers	61104	\$105.48
Industrial Bolt & Supply Inc	845269-2	410 016 531 10 31 02	SW - Operating Costs	Misc Retainers	61104	\$105.48
Industrial Bolt & Supply Inc	847626-1	101 016 544 90 31 02	ST-Operating Cost	Red Grease Cartridge/Fuse Covers/Couplers/Drills	61104	\$285.58
Industrial Bolt & Supply Inc	847626-1	410 016 531 10 31 02	SW - Operating Costs	Red Grease Cartridge/Fuse Covers/Couplers/Drills	61104	\$285.58
					61104 Total	\$782.12
KPG Psomas Inc	208748	120 016 595 61 60 02	TBP02: 91st - 4th to Market	91st Ave SE Ph 1 Sidewalk Improvements	61105	\$23,399.67
KPG Psomas Inc	208748	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	91st Ave SE Ph 1 Sidewalk Improvements	61105	\$11,699.83
					61105 Total	\$35,099.50
Lake Stevens Chamber of Commerce	061024 CHAMBER	001 013 582 10 00 00	Refund of Deposit	71092730 Chamber Mill Deposit Refund	61106	\$250.00
					61106 Total	\$250.00
Lake Stevens Sewer District	1195 06-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	61107	\$99.00
Lake Stevens Sewer District	12326 06-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	61107	\$100.00
Lake Stevens Sewer District	13135 06-2024	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	61107	\$24.75
Lake Stevens Sewer District	13135 06-2024	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	61107	\$49.50
Lake Stevens Sewer District	13135 06-2024	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	61107	\$24.75
Lake Stevens Sewer District	2538 06-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	61107	\$198.00
Lake Stevens Sewer District	3628 06-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	61107	\$99.00
Lake Stevens Sewer District	5189 06-2024	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	61107	\$590.37
Lake Stevens Sewer District	6294 06-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	61107	\$99.00
Lake Stevens Sewer District	6296 06-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	61107	\$198.00
Lake Stevens Sewer District	6390 06-2024	005 000 518 20 40 01	Rental Property Utilities	Sewer - Leased Comm Building Acct 6390-03	61107	\$206.25
Lake Stevens Sewer District	6666 06-2024	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	61107	\$99.00
Lake Stevens Sewer District	6671 06-2024	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	61107	\$99.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	6810 06-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	61107	\$198.00
Lake Stevens Sewer District	7002 06-2024	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	61107	\$99.00
Lake Stevens Sewer District	8710 06-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	61107	\$99.00
Lake Stevens Sewer District	9902 06-2024	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	61107	\$99.00
					61107 Total	\$2,381.62
Lake Stevens Sewer District	25424	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Extension Inspections	61108	\$200.00
					61108 Total	\$200.00
Language Line Services Inc	11317364	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	61109	\$66.25
					61109 Total	\$66.25
Lemay Mobile Shredding Inc	4842806S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	61110	\$13.05
					61110 Total	\$13.05
LEPS-PSS PLLC	4773	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	61111	\$450.00
					61111 Total	\$450.00
Les Schwab Group Holdings LLC	40200719357	001 000 576 80 48 01	PK - R&M Vehicles	Flat Repair PW86 Mav	61112	\$469.72
					61112 Total	\$469.72
MicroAge	2314948	510 006 518 80 31 00	Purchase Computer Equipment	Replacement UPS Battery Backup for 3 User Desktops	61113	\$587.75
					61113 Total	\$587.75
Millerstoultime	6042483009	101 016 544 90 31 02	ST-Operating Cost	Socket Tray/Imp Sockets/Clamp Pliers	61114	\$81.48
Millerstoultime	6042483009	410 016 531 10 31 02	SW - Operating Costs	Socket Tray/Imp Sockets/Clamp Pliers	61114	\$81.49
					61114 Total	\$162.97
O Reilly Auto Parts	2960-466094	101 016 544 90 31 02	ST-Operating Cost	Oil Filters	61115	\$8.68
O Reilly Auto Parts	2960-466094	410 016 531 10 31 02	SW - Operating Costs	Oil Filters	61115	\$8.67
O Reilly Auto Parts	2960-466652	101 016 544 90 31 02	ST-Operating Cost	Air/Oil Filters PW24	61115	\$23.09
O Reilly Auto Parts	2960-466652	410 016 531 10 31 02	SW - Operating Costs	Air/Oil Filters PW24	61115	\$23.08
					61115 Total	\$63.52
Ogden Murphy Wallace PLLC	891156	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 04-2024	61116	\$19,370.00
Ogden Murphy Wallace PLLC	891156	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 04-2024 PRR	61116	\$2,080.00
Ogden Murphy Wallace PLLC	891156	001 011 515 41 41 04	Ext Attorney - Sewer	Legal Services 04-2024 Sewer	61116	\$552.50
Ogden Murphy Wallace PLLC	891156	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 04-2024 Sewer	61116	\$28,221.00
					61116 Total	\$50,223.50
Owen Equipment Company	115215	101 016 544 90 31 02	ST-Operating Cost	Toggle Clamp/Hose End Weldme	61117	\$398.86
Owen Equipment Company	115215	410 016 531 10 31 02	SW - Operating Costs	Toggle Clamp/Hose End Weldme	61117	\$398.86
Owen Equipment Company	115242	101 016 544 90 31 02	ST-Operating Cost	Quick Clamps	61117	\$141.33
Owen Equipment Company	115242	410 016 531 10 31 02	SW - Operating Costs	Quick Clamps	61117	\$141.33
					61117 Total	\$1,080.38
Pace Engineers Inc	91831	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Main Ext	61118	\$1,598.00
					61118 Total	\$1,598.00
Perteet Inc	20240041.0000-2	101 016 542 30 41 00	ST-Pavement Preservation	2024 Pavement Preservation	61119	\$42,572.50
					61119 Total	\$42,572.50
Powerplan	15310058	101 016 544 90 31 02	ST-Operating Cost	Cool-Gard/Filter Head/Gasket PW83	61120	\$129.47
Powerplan	15310058	410 016 531 10 31 02	SW - Operating Costs	Cool-Gard/Filter Head/Gasket PW83	61120	\$129.47
Powerplan	15348187	101 016 544 90 31 02	ST-Operating Cost	Filter Head PW83 Return	61120	(\$47.64)
Powerplan	15348187	410 016 531 10 31 02	SW - Operating Costs	Filter Head PW83 Return	61120	(\$47.65)
					61120 Total	\$163.65
PrintWest Inc	259721	001 007 558 70 31 00	PL - Citywide Beautification	City Flags	61121	\$3,200.30
					61121 Total	\$3,200.30
Puget Sound Clean Air Agency	24-051 Q3 2024	001 013 553 70 41 00	GG - Air Pollution	Q3 2024 Clean Air Assessment	61122	\$8,006.50
					61122 Total	\$8,006.50
Quest Software Inc	1001063658	510 006 518 80 49 15	LR - Quest Backup Solution	Quest License/Maint	61123	\$3,365.84
					61123 Total	\$3,365.84

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Right On Heating and Sheet Metal Inc	31703	001 013 518 20 48 00	GG-Repair & Maintenance	HVAC Main on City Buildings	61124	\$1,408.88
					61124 Total	\$1,408.88
Rose	061124 ROSE	001 005 517 90 31 00	HR - Wellness Program Supplies	Wellness Lunch & Learn Supply Reimbursement	61125	\$38.05
					61125 Total	\$38.05
SCCFOA	062724 SCCFOA	001 004 514 23 43 00	FI-Travel & Meetings	SCCFOA Monthly Meeting - M Heist/A Crim/J Rowe/M Wells	61126	\$80.00
					61126 Total	\$80.00
Silke Communications Solutions Inc	INV-33000914	001 010 576 80 31 03	PK- Equipment & Tools	Radios/Speaker Mics/License Key & Mgmt/Charging Adapters	61127	\$6,123.13
					61127 Total	\$6,123.13
Six Robblees Inc	14P35617	101 016 544 90 31 02	ST-Operating Cost	Pintle/Ball Combo Hitch	61128	\$103.97
Six Robblees Inc	14P35617	410 016 531 10 31 02	SW - Operating Costs	Pintle/Ball Combo Hitch	61128	\$103.96
					61128 Total	\$207.93
Snohomish County PUD	109536503	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	61129	\$67.63
Snohomish County PUD	112815873	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	61129	\$31.80
Snohomish County PUD	116122004	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	61129	\$14,217.04
Snohomish County PUD	116122005	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	61129	\$1,687.90
Snohomish County PUD	119417335	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	61129	\$82.33
Snohomish County PUD	119417336	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	61129	\$186.33
Snohomish County PUD	126038000	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	61129	\$142.21
Snohomish County PUD	145817724	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	61129	\$1,408.43
Snohomish County PUD	158865467	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	61129	\$67.49
					61129 Total	\$17,891.16
Snohomish County SWM	I000640517	410 016 531 10 41 07	SW - Billing Fees	Annual Stormwater Billing	61130	\$38,659.22
					61130 Total	\$38,659.22
Sound Publishing Inc	EDH996070	120 016 595 61 60 02	TBP02: 91st - 4th to Market	91st Ave SE Sidewalk	61131	\$51.66
Sound Publishing Inc	EDH996070	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	91st Ave SE Sidewalk	61131	\$51.66
Sound Publishing Inc	EDH996650	101 016 542 30 41 00	ST-Pavement Preservation	RFB 2024 Pavement Preservation	61131	\$258.12
Sound Publishing Inc	EDH996657	004 010 594 76 60 03	PR - LS Bayview Connector	RFB Bayview Trail Phase 0	61131	\$216.72
Sound Publishing Inc	EDH996679	004 010 594 76 60 03	PR - LS Bayview Connector	Bayview Trail Phase 0 NPDES	61131	\$120.64
					61131 Total	\$698.80
Sound Security Inc	1134632	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Intrusion/Fire/Elevator Monitoring PD	61132	\$1,196.25
Sound Security Inc	1134633	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire/Access Monitoring 10518 18th St SE	61132	\$98.25
					61132 Total	\$1,294.50
Sprague Pest Solutions	5432873	101 016 542 30 41 02	ST-Professional Service	Pest Control - PW Shop	61133	\$93.18
Sprague Pest Solutions	5432873	410 016 531 10 41 01	SW - Professional Services	Pest Control - PW Shop	61133	\$93.18
Sprague Pest Solutions	5432874	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	61133	\$138.26
Sprague Pest Solutions	5432918	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	61133	\$95.64
					61133 Total	\$420.26
Transpo Group USA Inc	32741	301 016 595 30 60 05	TZ1 - Main Street	LS Main Street Design	61134	\$13,193.33
					61134 Total	\$13,193.33
Washington State Dept of Enterprise Svcs	731134500	001 008 521 20 31 00	LE-Office Supplies	Business Cards for PD	61135	\$278.66
					61135 Total	\$278.66
West Coast Code Consultants Inc	2024-613-MAY	001 007 558 50 41 04	Permit Related Professional Sr	Building Inspection Services 05-2024	61136	\$1,178.69
					61136 Total	\$1,178.69
Wheeling Park Commission	060724 WHEELING	001 010 576 80 49 01	PK-Staff Development	Supervisors Mgmt School Registration - D Green	61137	\$2,160.53
					61137 Total	\$2,160.53

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

May 28, 2024, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Kymm Shipman, Steve Ewing, and Anji Jorstad.

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Tageant.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Petershagen, to excuse Councilmember Tageant. The motion passed 6-0-0-1.

Approval of Agenda

Councilmember Petershagen asked that the Flock Safety Agreement be moved to action items.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue, to approve the agenda as amended. The motion passed 6-0-0-1.

Guest Business

Oath of Office for Corporal Lyons – Chief Beazizo

Citizen Comments

Vildan Kirby, Lake Stevens. Vildan spoke to the Council about traffic issues at Cavalero.

Nathan Packard, Lake Stevens. Nathan spoke about fireworks and stormwater fees.

Dan Devine, Lake Stevens. Dan spoke about a ban on fireworks.

Bruce Morton, Lake Stevens. Bruce spoke against the Flock Safety agreement.

Mark Somers, Lake Stevens. Mark spoke about a ban on fireworks.

Council Business**City Department Report**

Council Summer Recess Dates will be July 23, 2024, through August 20, 2024.

IT Department Staff Report**Consent Agenda**

Director Warrington clarified one typo on the Memorandum of Understanding for the Park Ranger Position for the record.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda items were as follows:

- 2024 Vouchers
- City Council Meeting Minutes of May 14, 2024
- City Council Meeting Minutes of May 21, 2024
- SNO911 Interlocal Agreement Changes
- Public Safety Testing (PST) Pre-employment Background Investigations Service Agreement
- Agreement for Termination of the Interlocal Agreement for System Improvements to the Community Access Channel
- WSDOT Local Agency Agreement for the Main Street Improvements Project
- Transportation Improvement Board Grant Agreement for the 91st Avenue SE Sidewalk Project
- Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County
- Alliance for Affordable Housing ILA Amendment
- Memorandum of Understanding for Park Ranger Position
- Memorandum of Understanding with the Arts and Parks Foundation
- Council Code of Conduct

Action Items**Agreement for Flock Safety Program**

Council discussed the agreement with staff and the Flock Safety representatives.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Donoghue, to table the item to a later date until we get further information back from Flock Safety. The motion passed 6-0-0-1.

Contract with AtkinsRealis for Facility Asset Inventory and Asset Condition Rating

Public Works Analyst Erickson explained that the Public Works Department is seeking approval to contract with AtkinsRealis for the facility asset inventory and condition assessment.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to move forward with the contract with AtkinsRealis. The motion passed 6-0-0-1.

Ordinance 1180 - Use, Discharge and Possession of Fireworks in Public Places
Council discussed the Ordinance.

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember Ewing, to approve Ordinance 1180 on the use and discharge of fireworks. The motion was tied and therefore failed with Councilmember Daughtry, Councilmember Petershagen and Councilmember Jorstad voting no and Councilmember Donoghue, Councilmember Shipman and Councilmember Ewing voting yes.

Council took a short recess from 7:48 p.m. to 7:52 p.m.

Adjournment

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 7:52 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

June 4, 2024, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Steve Ewing, Kymm Shipman, Anji Jorstad and Ryan Donoghue.

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

Call to Order

Mayor Gailey called the meeting to order at 6:00 p.m.

Discussion Items

Community Transit Micro Transit

Kevin Futhey, from Community Transit, presented about a micro transit pilot program coming to Lake Stevens in the next few months.

91st Ave StreetScape

Director Wright presented design concepts for the 91st Ave street scape, discussion occurred on concerns over parking, bike lanes and sidewalks. This item will be brought back to Council for further discussion.

Executive Session

The meeting was recessed to executive session at 6:57 p.m. for approximately 10 minutes to discuss Property Acquisition (with no action to follow) per RCW 42.30.110. The session would conclude at approximately 7:10 p.m. with 3 minutes to clear the room.

Reconvene to Regular Session

The meeting reconvened to regular session at 7:10 p.m.

Adjournment

The meeting adjourned at 7:10 pm.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Professional Services Agreement Addendum No. 1 to BCRA for the Eagle Ridge Park Improvements Phase II Project

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: \$303,725.00

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Addendum No. 1 to the Professional Services Agreement with BCRA for the Eagle Ridge design.

SUMMARY/BACKGROUND:

This project will design and construct park improvements for the uplands portion of Eagle Ridge Park, as identified in the Eagle Ridge Park Master Plan (February 5, 2014, version).

The City advertised for civil engineering design services during September and October 2023. Based on staff scoring of project-specific Statements of Qualifications (SOQs) submitted by four candidate consulting firms in response to the advertisement, BCRA, Inc. was selected as the preferred candidate for this project.

The design for this professional services agreement has been divided into two stages: Preliminary Design and Final Design.

The Preliminary Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-1 and B-1, respectively. The Final Design Scope of Services and Fees are provided in the attached professional services agreement as Exhibits A-2 and B-2, respectively.

On December 12, 2023, the City Council authorized the Preliminary Design stage. This stage is nearing completion and it is now time to proceed with Final Design stage.

APPLICABLE CITY POLICIES:

Comprehensive Procurement Policy, P-2-2018

ATTACHMENTS:

1. Supplement No 1 to Professional Services Agreement - Eagle Ridge Park Improvements Phase 2
2. Professional Services Agreement - Eagle Ridge Park Improvements Phase II

**ADDENDUM NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND BCRA, INC.
FOR CONSULTANT SERVICES**

THIS ADDENDUM NUMBER 1 (hereinafter “Addendum No. 1”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (hereinafter “City”), and BCRA, Inc., a Corporation authorized to do business in the State of Washington, (hereinafter "Consultant") (collectively at times referred to hereinafter as “Parties”).

WHEREAS, the Parties have previously entered into a Professional Services Agreement for the engineering design of the Eagle Ridge Park Improvements Phase 2 Project on December 13, 2023 (hereinafter “Original Agreement”) for the “Preliminary Design Scope of Services” described in the Original Agreement.

WHEREAS, the City wishes to proceed with the “Final Design Scope of Services” described in the Original Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein and further incorporated into the entire and integrated agreement with the Original Agreement, the Parties hereto agree as follows:

ADDENDA TO ORIGINAL AGREEMENT

- .1 Paragraph II.3 of the Original Agreement is deleted and replaced with the following text:

FINAL DESIGN SCOPE OF SERVICES. The Final Design Scope of Services is attached to the Original Agreement as Exhibit A-2 and incorporated herein by this reference (“Final Design Scope of Services”). The Consultant fee schedule for the Final Design Scope of Services is attached to the Original Agreement as Exhibit B-2. The Final Design Scope of Services is authorized by the City by execution of this Addendum by the Parties.

- .2 Paragraph IV.1(a) is deleted and replaced with the following text:

a. The Consultant shall be paid by the City for services rendered under the Original Agreement and Addendum No. 1 as described in Article II. Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$ 303,725.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

This Addendum is integrated into an entire and integrated agreement between the Parties in accordance with Paragraph V.4 of the Original Agreement.

DATED this _____ day of _____ 2024.

CITY OF LAKE STEVENS

BCRA, Inc.

By: _____
Brett Gailey, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

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

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

II.1 SCOPE OF SERVICES. The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

II.2 PRELIMINARY DESIGN SCOPE OF SERVICES. The Preliminary Design Scope of Services is attached hereto as Exhibit A-1 and incorporated herein by this reference ("Preliminary Design Scope of Services"). The Consultant fee schedule for the Preliminary Design Scope of Services is attached hereto as Exhibit B-1.

II.3 FINAL DESIGN SCOPE OF SERVICES. The Final Design Scope of Services is attached hereto as Exhibit A-2 and incorporated herein by this reference ("Final Design Scope of Services"). The Consultant fee schedule for the Final Design Scope of Services is attached hereto as Exhibit B-2. The Final Design Scope of Services may be authorized by the City with a future amendment to this Agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.4 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or

services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.5 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.6 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2025. The parties may extend the term of this Agreement by written mutual agreement.

III.7 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.8 EMPLOYMENT.

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

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

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

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

 Yes employees supplying work have been retired from a Washington state

retirement system.

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

III.9 INDEMNITY.

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

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

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

d. **Public Records Requests.**

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

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

III.10 INSURANCE.

a. **Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

k. **Subcontractors' Insurance.** The Consultant shall cause each and every subcontractor/subconsultants to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors/subconsultants. The Consultant shall ensure that the City is an additional insured on each and every subcontractor's/subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 04 13 for ongoing operations and CG 20 37 04 13 for completed operations.

III.11 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except

for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.12 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

See Exhibit C

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$112,032.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally

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

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9412

To the Consultant:

BCRA, Inc.
Attn: Andrew Cirillo
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402
Telephone: 253-627-4367

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____ 2023.

CITY OF LAKE STEVENS

BCRA, INC.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Attachments:

Exhibit A (A-1 and A-2)

Exhibit B (B-1 and B-2)

Exhibit C

PRELIMINARY DESIGN**EXHIBIT A-1****SCOPE OF SERVICES****TABLE OF CONTENTS**

PROJECT DESCRIPTION.....	2
SCOPE OF SERVICES	2
Task 01 – Project Management.....	2
Subtask C1 – Civil Engineering	2
Task 02 – Site Investigation.....	3
Subtask C1 – Civil Engineering	3
Subtask XB1 – Arborist Review (Bartlett)	3
Subtask XG1 – Geotechnical Engineering (Kleinfelder)	4
Subtask XV1 – Survey (Lanktree Surveying).....	5
Task 04 –Environmental Permitting	6
Subtask C1 – Civil Engineering	6
Subtask XE1 – Environmental Specialist (Widener)	6
Task 10 – 30% Design.....	7
Subtask C1 – Civil Engineering	7
Subtask L1 – Landscape Architecture	8
Subtask XP1 – Electrical Engineering (BCE).....	8
Subtask XO1 – Cost Estimating (Bill Acker)	8
PROJECT ASSUMPTIONS	9

PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 2 improvements at Eagle Ridge Park as set forth in the masterplan adopted by the City of Lake Stevens in 2014. These improvements will include design of the following elements,

- Natural themed playground area
- Looped paved walking trail
- Prefabricated covered amphitheater with natural classroom seating
- Prefabricated picnic shelter(s) and barbeque areas
- Two prefabricated restrooms
- Parking lot with associated stormwater management system
- Frontage improvements consisting of curb, gutter, and sidewalk
- Site landscaping and irrigation
- Pedestrian scale site illumination
- Electrical service to each prefabricated structure
- Security camera or other monitoring device
- Site signage

The work will also include a topographic and tree survey, geotechnical investigations, and environmental permitting.

SCOPE OF SERVICES

Task 01 – Project Management

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare Project Management Plan (PMP) discussing project goals, risks, communication, and changes.
2. Attend project kickoff meeting with City of Lake Stevens to review PMP.
3. Prepare subconsultant agreements and manage subconsultants.
4. Monitor and control scope, schedule, and budget.
5. Prepare monthly invoices and progress reports.

Meetings:

- *(1) PMP review meeting (virtual)*

Assumptions:

- *Project management will occur throughout each Task of the project*

Deliverables:

- *Executed contract (pdf)*
- *Project Management Plan (PMP) (pdf)*
- *Monthly invoices and progress reports (pdf)*

Task 02 – Site Investigation

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with surveyor and geotechnical engineer to identify extent of investigations and review results.
2. Visit site to observe existing conditions within the work area.

Subtask XB1 – Arborist Review (Bartlett)

Urban Forestry Services | Bartlett Consulting will visit the project site to inventory trees along the perimeter and within the project area as shown on the attached exhibit. Inventoried trees will have a trunk diameter of at least 6 inches and a critical root zone overlapping the project area where site disturbance is planned. Inventoried trees will have their condition and risk assessed. Anticipated construction impacts on trees will be evaluated. Impacted trees will be recommended for retention, removal, or tree protection measures. UFS|BC will provide a written report after the initial site visit, followed by general guidance on tree-related issues during the design process.

The following activities will be performed:

1. Site Visit
 - a. Schedule a site visit by a certified arborist within 60 days of a signed proposal to inspect the trees described above.
 - b. Inventory all trees meeting the above criteria. Data for each tree will include:
 - i. Location
 - ii. Species
 - iii. Size (DBH, dripline, critical root zone)
 - iv. Limits of Disturbance
 - v. Condition and Viability
 - vi. Risk rating
 - vii. Numbered tag
2. Arborist Report:
 - a. A general description of the tree stands in the assessment area.
 - b. Risk assessment methodology and terminology.
 - c. A Tree Assessment Site Plan showing the location of tagged trees labeled with their identification number. BCRA will provide a scaled site plan showing the proposed park improvements.
 - d. A Tree Assessment Table with data for individual trees, along with recommendations to remove, retain, or retain with tree protection measures.
 - e. Recommendations for mitigating risk for trees with a higher likelihood of failure and likelihood of impact.
 - f. The limits of disturbance for trees potentially affected by construction and general guidelines for mitigating impacts.
 - g. The recommended location of tree protection measures, such as fencing, on the Tree Assessment Site Plan.
3. Meetings and Design Discussion
 - a. After submitting the arborist report, participate in any discussions with the project architect and manager related to tree management.

- b. Respond to design changes and update the tree risk assessment or tree protection plan accordingly.

Subtask XG1 – Geotechnical Engineering (Kleinfelder)

1. Washington State Law requires that areas of subsurface exploration be marked in white paint prior to utility locates and that utility companies be given a minimum of two business days to mark utilities within the area. We will dispatch a Kleinfelder representative to mark the planned exploration locations and perform site reconnaissance at least one week before our field exploration. We will notify the One-Call utility locate service at least three business days prior to excavation. Exploration locations will be estimated by pacing and taping distances from site features, or by use of handheld GPS, and will be approximate. In addition to the public utility locating described above, we will contract a private utility locating company to perform conductible utility locating services at our proposed exploration locations.

We will explore soil conditions across the site by means of approximately 10 test pit explorations. Test pits depths are anticipated to range from approximately 5 to 10 feet deep, or practical refusal, with depths determined based on the soil conditions encountered and the corresponding site improvements. In general, we will attempt to keep exploration depths to a minimum to reduce disturbance. Based on the referenced geologic information, we anticipate that the site is underlain by Glacial Till. Explorations for pathways and light structures will need only extend a few feet into unweathered Glacial Till, or medium stiff / medium dense soils. Explorations for proposed infiltration systems will extend at least three feet below the depth of the facility as estimated by BCRA.

We will subcontract a local excavation contractor to mobilize to the site and excavate the test pits with a rubber-tracked excavator, which we anticipate will provide less disturbance than a backhoe due to its lower ground contact pressure. Where sod is present, we will attempt to remove it, set it aside, and replace it at each test pit location. Test pit spoils will be placed on sheets of plywood, and compacted back into the test pit in lifts using a hoe-pack. We will attempt to minimize disturbance to the site; however, it should be anticipated that there will be some areas where sod is uneven and some bare patches will remain.

Our explorations will be performed and logged under the full-time observation of Kleinfelder staff, who will collect samples from each soil type or unit encountered during the excavation for further examination and testing in our Redmond, Washington laboratory. In addition to submitting select samples to evaluate geotechnical properties, additional samples will be submitted to perform grain size testing and estimate infiltration rates based on guidance provided in the Washington State Department of Ecology's Stormwater Management Manual for Western Washington (SMMWW).

We understand that the existing asphalt pavements at the site are to remain in place. We will perform a visual reconnaissance of the existing asphalt pavement to document the condition. General areas and types of distress will be noted, and various options for preservation and/or repair will be developed, as appropriate. As requested by the City, no destructive testing will be performed to evaluate the thickness of the existing pavement section.

2. Laboratory Testing: Geotechnical laboratory testing will be performed in accordance with ASTM Standards on selected samples. Laboratory tests will be conducted to provide data on the physical

characteristics of the subsurface soils for engineering studies and analysis. Laboratory tests are anticipated to include natural water content, grain size distribution and hydrometer analysis.

3. Analyses and Geotechnical Report: Based on the results of our site reconnaissance, subsurface exploration, and laboratory testing, we will perform engineering analyses and prepare a geotechnical report that presents the following:
 - a. A description of the proposed project;
 - b. A site plan drawn to scale showing the approximate exploration locations;
 - c. Logs of the explorations;
 - d. Laboratory test results;
 - e. The geologic setting of the site, impact of the site geologic conditions to the project and potential hazards to the proposed construction as well as means to mitigate such hazards;
 - f. A summary of subsurface soil and groundwater conditions as observed during fieldwork;
 - g. Earthwork recommendations including site and subgrade preparation, structural fill, and wet weather earthwork;
 - h. Evaluation of on-site soils for reuse as structural fill;
 - i. Shallow foundation design recommendations for lightly-loaded structures such as restrooms and picnic shelters;
 - j. A summary of our infiltration evaluation, including grain size methods;
 - k. Drainage recommendations for low impact development, potentially including permeable pavement, bioretention, or manufactured units
 - l. Seismic site classification in accordance with the 2021 IBC; and,
 - m. Pavement recommendations for flexible pavements subject to passenger car and delivery truck loading.
4. Meetings and Project Management: We anticipate providing a total of 6 hours of engineer and project manager time for emails, telephone calls, on-line meetings and consultation with BCRA and the City, coordination and discussion with other consultants, and project management.

Subtask XV1 – Survey (Lanktree Surveying)

The following activities will be performed:

1. Boundary Survey: Lanktree Land Surveying, Inc. will complete a Boundary Survey of the property based on a title report. The Boundary Survey will be based on NAD83 horizontal datum, as required by the primary reviewing jurisdiction. We will plot easements according to the title report. We will survey and map any observable perimeter occupational indicators. Property corners and line points of City owned property will be set within the Survey Limits outlined on the attached exhibit. Lanktree Land Surveying, Inc. prepare and record a Record of Survey pursuant to RCW 58.09.
2. Topographic Survey: Lanktree Land Surveying, Inc. will survey the topography and observable improvements on the Survey Limits outlined on the attached exhibit, plus the full right-of-way width of adjoining roads. We will also survey the locations of existing trees in accordance with primary reviewing jurisdiction requirements. Marking placed by subconsultants prior to the start of the survey will be located, e.g., wetland flags, soil test pits, and septic test pits. The Topographic Survey will be prepared using NAVD88 vertical datum as required by the primary reviewing jurisdiction, and will show all spot elevations, breaks-in-grade, and a 1-foot contour interval in sufficient detail for your engineer, planner, and subconsultants to determine slope gradients as may be required by the primary reviewing jurisdiction. Items buried or obscured by heavy vegetation may not be located due to their existence being hidden. All visible, above

ground utilities will be shown, as well as any reference paint marks for underground utilities. Invert elevations will be provided where possible.

3. Utility Locates: Lanktree Land Surveying, Inc. will contact the private utility locate company and coordinate the locating of the underground utilities prior to commencement of the survey. The locate company will locate conductible utilities. Wet utilities not observable from the surface will require a more detailed locate using different technology and is not part of this proposal.

Meetings:

- *None anticipated*

Assumptions:

- *Wetland study and cultural resource study will be provided by the City of Lake Stevens prior to the commencement of site investigation.*
- *To determine an appropriate level of tree or tree part risk, the arborist will consider one of the highest occupancy rate categories for any persons who are deemed to be potential targets of a tree or tree part failure of the tree being assessed, unless the owner/client states otherwise. Also, the highest consequence category is typically assigned whenever a person(s) may be injured from a tree failure. Doing so will potentially result in a higher risk rating of the assessed tree; however, we believe this to be a more prudent method to use when considering the possible injury, the impact of a failed tree or tree part can cause to a person.*
- *Tree risk assessment information is to be considered valid as of the time and date of inspection.*
- *Right of entry and unrestricted access to all locations for survey and explorations will be provided as necessary.*
- *Site exploration work can be performed during regular business hours Monday through Friday, but Saturday and Sunday work is permissible.*
- *Explorations will be backfilled with excavated material. Excess material will be scattered and remain on site. Surface restoration beyond that listed in this Task is not included in this scope.*
- *California Bearing Ratio (CBR) testing is not included in our scope of services; we will support pavement design using soil type / CBR correlations.*
- *The survey of existing trees will include their general species and diameter at breast height (DBH) but will exclude full analysis of or recommendations regarding their health.*
- *Surveying scope will include procuring of title report from title company of Surveyor's choosing.*

Deliverables:

- *Topographic and Boundary Survey (AutoCAD dwg and pdf)*
- *Draft and Final Geotechnical Engineering Report (pdf)*

Task 04 –Environmental Permitting

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with Environmental Specialist for peer review of civil plans

Subtask XE1 – Environmental Specialist (Widener)

The following activities will be performed:

1. Coordinate with design team.
 - a. Verify that the wetland study, provided by the City of Lakew Stevens for use in this project, has been sufficiently incorporated into the Design of the Phase II improvements.
2. Fill out the Application and Revision form (A&R) for the project.

3. Provide peer review of the A&R form, wetland study, cultural resources study, and civil plans prior to submittal to RCO.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of subtasks C1 and XE1 of this task will be 6 weeks.*
- *The project will qualify for a Class II Document Categorical Exclusion.*
- *No NEPA discipline reports will be required.*
- *Neither a NEPA Environmental Impact Statement nor an Environmental Assessment will be required.*
- *A Cultural Resources Report has been prepared for this project. No revisions or updates to this report are included in this scope.*
- *A Critical Areas Study and Mitigation Plan has been prepared for this project. No revisions or updates to this report are included in this scope.*
- *Washington State Department of Archaeology and Historic Preservation (DAHP) will be responsible for coordination with potentially affected tribes; no tribal coordination is included.*
- *There will be no federally endangered or threatened species or designated critical habitats affected by the project; database review documenting absence of affected species and habitats within the Action Area will be sufficient for consultation.*
- *NPS will be the NEPA lead agency. If the NPS requests additional documentation to comply with NEPA, beyond what is listed in this scope, an amendment to this contract may be required.*
- *It is believed that these permits are reasonable and attainable and BCRA will work to receive approval in a timely manner. However, BCRA cannot guarantee permit approval from agencies having jurisdiction.*

Deliverables:

- *Draft and Final A&R Form (word and pdf)*
- *30% plans (see Task 10 for description)*

Task 10 – 30% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review master plan concept
2. Prepare 30% Design drawings including:
 - a. Cover Sheet (1 sheet)
 - b. Site and Surfacing Plan (2 sheets)
 - c. Grading, Drainage, and Utility Plan (2 sheets)
 - d. Construction Details (2 sheets)
3. Schedule and attend pre-application meeting with City of Lake Stevens staff.
4. Develop stormwater models to size stormwater management system.
5. Perform quality control review of 30% documents and revise documents to address comments.
6. Coordinate with cost estimator to develop 30% opinion of probable cost (OPC) based on the 30% design plans.
7. Prepare utility impact exhibit and coordinate with affected franchise utility purveyors.
8. Meet with City of Lake Stevens to review 30% design.
9. Prepare and distribute meeting notes from 30% review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 30% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
2. Attend pre-application meeting with City of Lake Stevens staff.
3. Update 30% Design drawings based on quality control review comments.
4. Coordinate with cost estimator to prepare OPC.
5. Attend 30% design review meeting with City of Lake Stevens staff.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 30% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
3. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 30% design drawings.

Meetings:

- (1) Pre-application meeting with City staff (virtual)
- (1) 30% design review meeting with City staff (virtual)
- (4) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 9 weeks.
- Utility impact coordination is assumed to include coordination with,
 - SnoPUD (power and water)
 - Lake Stevens Sewer District (sewer)
 - Puget Sound Energy (natural gas)
 - Comcast (communications)
 - Frontier (communications)
 - Wave (communications)
 - CenturyLink (communications)
- Off site street lighting is not included in this scope.
- Proposed restroom sewerage is assumed to be provided through a receiving tank to be pumped by City of Lake Stevens staff. Septic design is not included in this scope.
- 30% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

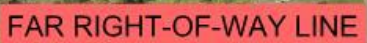
Deliverables:

- 30% plans (CAD and pdf)

- *30% OPC (pdf)*
- *Meeting agendas and notes (pdf)*
- *QC Reports (pdf)*

PROJECT ASSUMPTIONS

- *Stormwater Site Plan will be in accordance with the 2019 Washington State Department of Ecology Stormwater Management Manual for Western Washington.*
- *Stormwater management will be achieved through surface or subsurface facilities not requiring structural design (i.e. stormwater vaults)*
- *Proposed site development is consistent with existing traffic analyses and will not trigger additional analysis of traffic impacts or parking demands of the proposed site.*
- *Natural gas service coordination, telecom service coordination, and public wi-fi design services are not included in this scope.*
- *Renewable energy design is not included in this scope.*
- *City of Lake Stevens will pay all required agency fees.*
- *Signage design will be standard designs in conformance to existing City of Lake Stevens signage standards.*
- *Signage will include text in English language only.*
- *Where applicable, by code, ADA raised text and numerals and type 2 Braille will be included on signage.*
- *The following items are not included in this Scope of Services, but may be provided as an additional service:*
 - *Preparation of engineering reports or studies beyond those specifically listed in the scope of services.*
 - *Preparation of any state or federal level permits beyond those specifically listed in the scope of services.*
 - *Life cycle cost analysis.*
 - *Distribution of documents to bidders and subcontractors during bid and construction. BCRA to provide documents to client and general contractor only.*
 - *Responses to bid and construction RFI's for which the requested information is already provided in the construction documents or caused by contractor errors during construction. Service shall be provided on an hourly basis.*
 - *Traffic control plans.*
 - *Branding identity and branding guide, i.e., logo development, artwork, brand standards.*
 - *Interpretive signage.*
 - *Donor recognition signage.*
 - *Temporary signage.*
 - *Structural engineering required for signage. Structural engineering is the responsibility of the signage fabricator.*
 - *Preparation of any permit submittals required for signage. Such submittals are the responsibility of the signage fabricator.*
 - *Copywriting services.*



FINAL DESIGN
EXHIBIT A-2
SCOPE OF SERVICES

TABLE OF CONTENTS

PROJECT DESCRIPTION.....	2
SCOPE OF SERVICES	2
Task 01 – Project Management.....	2
Subtask C2 – Civil Engineering	2
Task 02 – Site Investigation.....	2
Subtask XG2 – Infiltration Testing (Kleinfelder)	2
Task 04 –Environmental Permitting	3
Subtask C2 – SEPA Coordination.....	3
Subtask XE2 – Environmental Specialist (Widener)	3
Task 20 – 60% Design.....	3
Subtask C1 – Civil Engineering	3
Subtask L1 – Landscape Architecture	4
Subtask L2 – Public Outreach Support.....	4
Subtask XP1 – Electrical Engineering (BCE).....	4
Subtask XO1 – Cost Estimating (Bill Acker)	5
Task 30 – 90% Design.....	5
Subtask C1 – Civil Engineering	5
Subtask L1 – Landscape Architecture	6
Subtask XP1 – Electrical Engineering (BCE).....	6
Subtask XO1 – Cost Estimating (Bill Acker)	6
Task 40 – Permitting and 100% PS&E	7
Subtask C1 – Civil Engineering	7
Subtask L1 – Landscape Architecture	7
Subtask XP1 – Electrical Engineering (BCE).....	7
Task 45 – Bidding Support.....	8
Subtask C1 – Civil Engineering	8
Subtask L1 – Landscape Architecture	8
Task 50 – Construction Administration	8
Subtask C1 – Civil Engineering	8
Subtask L1 – Landscape Architecture	8
PROJECT ASSUMPTIONS	9

PROJECT DESCRIPTION

BCRA and their team of subconsultants will provide site investigations and consulting services to design the Phase 2 improvements at Eagle Ridge Park as set forth in the masterplan adopted by the City of Lake Stevens in 2014. These improvements will include design of the following elements,

- Natural themed playground area
- Looped paved walking trail
- Prefabricated covered amphitheater with natural classroom seating
- Prefabricated picnic shelter(s) and barbeque areas
- Two prefabricated restrooms
- Parking lot with associated stormwater management system
- Frontage improvements consisting of curb, gutter, and sidewalk
- Site landscaping and irrigation
- Pedestrian scale site illumination
- Electrical service to each prefabricated structure
- Security camera or other monitoring device
- Site signage

The work will also include a topographic and tree survey, geotechnical investigations, and environmental permitting.

SCOPE OF SERVICES

Task 01 – Project Management

Subtask C2 – Civil Engineering

The following activities will be performed:

1. Monitor and control scope, schedule, and budget.
2. Prepare monthly invoices and progress reports.

Meetings:

- *None anticipated*

Assumptions:

- *Project management will occur throughout each Task of the project*

Deliverables:

- *Monthly invoices and progress reports (pdf)*

Task 02 – Site Investigation

Subtask XG2 – Infiltration Testing (Kleinfelder)

1. Infiltration Testing (Optional): As part of Task 02 Subtask XG1, we will complete a portion of our budgeted grain size testing and provide BCRA and the City with exploration logs and lab data. Following review of this data and an initial evaluation of infiltration capacity, the need for small scale or large-scale infiltration tests will be determined with the City and project team. We have scoped and budgeted to perform two Pilot Infiltration Tests (PIT) concurrently for up to 24 hours in accordance with the SMMWW. We will coordinate with the project team to determine the scale of the tests based on conditions encountered during Task 02 Subtask XG1 exploration and laboratory testing.

If infiltration testing is performed, we will utilize a 4,000-gallon water truck to provide water, and anticipate running one infiltration test at a time. We have budgeted time for a single staff member to be on-site one-half day for test pit excavation / infiltration setup and for backfilling. We have budgeted time for two staff members to alternate overseeing the tests for up to 24 hours per test.

We have assumed that maximum infiltration facility depths will be 6 feet; actual test depths will be confirmed with BCRA prior to testing. We will subcontract a local excavation contractor to excavate the PIT with a rubber-tracked excavator. Where sod is present, we will attempt to remove it, set it aside, and replace it at each PIT location. Spoils will be placed on sheets of plywood, and compacted back into the excavation in lifts using a hoe-pack. We will attempt to minimize disturbance to the site; however, it should be anticipated that there will be some areas where sod is uneven and some bare patches will remain.

Meetings:

- *None anticipated*

Assumptions:

- *Refer to the assumptions for the Eagle Ridge Park Phase II Task 02 scope of work.*

Deliverables:

- *Final Geotechnical Engineering Report (pdf)*

Task 04 –Environmental Permitting

Subtask C2 – SEPA Coordination

The following activities will be performed:

1. Prepare and submit SEPA checklist to City of Lake Stevens.
2. Coordinate with City of Lake Stevens staff for SEPA determination.
3. Prepare a comment response letter to be included with the SEPA resubmission.

Subtask XE2 – Environmental Specialist (Widener)

The following activities will be performed:

1. Prepare the NEPA Categorical Exclusion (CE) Compliance Checklist with supporting documentation as required by RCO for projects receiving federal funding.

Meetings:

- *None anticipated*

Assumptions:

- *Refer to the assumptions for the Eagle Ridge Park Phase II Task 04 scope of work.*
- *Duration of subtask C2 of this task will be 16 weeks.*
- *City of Lake Stevens will be the SEPA lead agency.*
- *Lighting calculation for the SEPA will not be required.*

Deliverables:

- *Draft and Final SEPA Checklist (word and pdf)*

Task 20 – 60% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare 60% Design drawings including:

- a. Cover Sheet (1 sheets)
- b. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
- c. Site and Surfacing Plan (2 sheets)
- d. Grading, Drainage, and Utility Plan (2 sheets)
- e. Construction Details (6 sheets)
2. Refine stormwater models.
3. Prepare a preliminary Stormwater Site Plan.
4. Perform quality control review of 60% documents and revise documents to address comments.
5. Coordinate with cost estimator to develop 60% opinion of probable cost (OPC) based on the 60% design plans.
6. Coordinate with City of Lake Stevens to determine desired Bid Alternatives or Bid Additives, if any.
7. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
8. Meet with City of Lake Stevens to review 60% design.
9. Prepare and distribute meeting notes from 60% review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 60% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Construction Details (3 sheets)
2. Coordinate with cost estimator to update OPC.
3. Coordinate with City of Lake Stevens to determine Bid Alternates or Bid Additives.
4. Develop up to three (3) thematic concepts for playground design.
5. Develop up to two (2) playground concepts.
6. Update 60% Design drawings based on quality control review comments.
7. Attend 60% design review meeting with City of Lake Stevens staff.

Subtask L2 – Public Outreach Support

The following activities will be performed:

1. Provide up to two (2) colorized plan view rendering of project for use by Lake Stevens City Council and in City of Lake Stevens public engagement process.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 60% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 60% design drawings.

Meetings:

- (1) 60% design review meeting with City staff (virtual)
- (4) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 9 weeks.
- No significant changes to the design concept after the 30% design review will be required.
- City of Lake Stevens will facilitate the public outreach process with graphical support by BCRA, as described above.
- No consultant attendance at any public meetings is assumed.
- City of Lake Stevens will select a single playground for design development during the 60% Design task.
- 60% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- 60% plans (CAD and pdf)
- 60% OPC (pdf)
- Colorized Plan View Rendering (pdf)
- Meeting agendas and notes (pdf)
- QC Reports (pdf)

Task 30 – 90% Design

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Prepare 90% design plans to be used for City of Lake Stevens Land Disturbance Permit Review, including:
 - a. Cover Sheet (1 sheet)
 - b. Survey Control Plan (1 sheets)
 - c. Demolition and Temporary Erosion and Sediment Control (TESC) Plan (2 sheets)
 - d. Site and Surfacing Plan (2 sheets)
 - e. Grading, Drainage, and Utility Plan (2 sheets)
 - f. Detailed Grading Plan (2 sheet)
 - g. Construction Details (6 sheets)
2. Prepare final Stormwater Site Plan.
3. Prepare Stormwater Pollution Prevention Plan (SWPPP).
4. Prepare technical specifications.
5. Submit for coverage under the Construction Stormwater General Permit.
6. Coordinate with cost estimator to develop 90% opinion of probable cost (OPC) based on the 90% design plans.
7. Perform quality control review of 90% documents and revise documents to address comments.
8. Update utility impact exhibit and coordinate with affected franchise utility purveyors.
9. Meet with City of Lake Stevens to review 90% design.
10. Prepare and distribute meeting notes from 90% review.
11. Fill out land disturbance, right-of-way, and building permit applications.

12. Submit permit documents to the City of Lake Stevens.
13. Submit 90% plans to the Recreation and Conservation Office (RCO) for review.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Prepare 90% Design drawings including:
 - a. Material and Layout Plan (2 sheets)
 - b. Planting Plan (2 sheets)
 - c. Irrigation Plan (2 sheets)
 - d. Construction Details (6 sheets)
2. Coordinate with cost estimator to update OPC.
3. Prepare technical specifications.
4. Update 90% design drawings based on quality control review comments.
5. Attend 90% design review meeting with City of Lake Stevens staff.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 90% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Prepare technical specifications
4. Coordinate with cost estimator to prepare OPC.

Subtask XO1 – Cost Estimating (Bill Acker)

The following activities will be performed:

1. Prepare OPC for the proposed improvements based on the 90% design drawings.

Meetings:

- (1) 90% design review meeting with City staff (in-person)
- (5) Biweekly progress calls between City of Lake Stevens and BCRA project manager (virtual)

Assumptions:

- Duration of this task will be 11 weeks.
- City of Lake Stevens will provide Division 00 specifications.
- BCRA will provide Division 01 specifications.
- BCRA will provide technical specifications in APWA format.
- 90% plans will be on sheet size 22"x34" with a plan view scale of 1" = 20'.

Deliverables:

- Permit documents including Applications, Drawings, and Reports (pdf)
- 90% plans (CAD and pdf)
- 90% Technical Specifications (pdf)

- *90% OPC (pdf)*
- *Meeting agendas and notes (pdf)*
- *QC Reports (pdf)*

Task 40 – Permitting and 100% PS&E

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Coordinate with City staff for permit issuance.
2. Finalize 100% plans, specifications, and estimate.
3. Compile approved documents into “For Construction” set for bidding.
4. Submit Notice of Intent for coverage under the Construction Stormwater General Permit

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Finalize 100% plans, specifications, and estimate.

Subtask XP1 – Electrical Engineering (BCE)

The following activities will be performed:

1. Coordination with SnoPUD regarding electrical service for the project site.
2. Prepare 100% Design drawings including:
 - a. Site Illumination Plan and Photometric Analysis (2 sheets)
 - b. Dry Utility Service Plan (2 sheets) including,
 - i. Primary Electrical Service Feed from SnoPUD to Transformer
 - ii. Transformer Pad Location
 - iii. Site Service/Meter Location
 - iv. Secondary service layout for prefabricated structures
 - c. Construction Details (2 sheets)
3. Finalize technical specifications
4. Coordinate with cost estimator to prepare OPC.

Meetings:

- *(3) Biweekly progress calls between City of Lake Stevens and BCRA project manager during the 100% PS&E portion of this task (virtual)*

Assumptions:

- *Duration of permitting portion of this task will be 13 weeks.*
- *Duration of the 100% PS&E portion of this task will be 6 weeks.*
- *One round of comments from the City of Lake Stevens will be received and responded to during the permitting process.*

Deliverables:

- *Comment response letter (pdf)*
- *Final Bid Plans, Specifications, and Estimate (pdf)*
- *Meeting agendas and notes (pdf)*

Task 45 – Bidding Support

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review and sign final compiled bid package from City of Lake Stevens prior to advertisement.
2. Attend pre-bid site walk.
3. Prepare and issue up to 2 bid addenda in response to up to 8 bidder questions.
4. Provide bid tabulation after bid opening.
5. Perform preliminary contractor checks after bid opening.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Attend pre-bid site walk.
2. Prepare responses to up to 4 bidder questions for inclusion in up to 2 bid addenda.

Meetings:

- *(1) Pre-bid site walk (in person)*

Assumptions:

- *Duration of this task will be 6 weeks.*
- *City of Lake Stevens will run the bid process including advertising and acting as the primary point of contact.*

Deliverables:

- *Bid questions responses, as required (pdf)*
- *Bid addenda documents, as required (pdf)*
- *Meeting agendas and notes (pdf)*

Task 50 – Construction Administration

Subtask C1 – Civil Engineering

The following activities will be performed:

1. Review Contractor submittals, as identified in the specifications, for conformance to the design documents.
2. Respond to up to 6 Requests for Information (RFIs) from Contractor.
3. Review Contractor's redline as-built drawings and prepare record drawings based on mark-ups.

Subtask L1 – Landscape Architecture

The following activities will be performed:

1. Review Contractor submittals, as identified in the specifications, for conformance to the design documents.
2. Respond to up to 3 Requests for Information (RFIs) from Contractor.

Meetings:

- *None anticipated*

Assumptions:

- *Duration of this task will be 5 months.*
- *City of Lake Stevens will run the construction management process and will serve as the primary point of contact.*

Deliverables:

- *RFI responses, up to 9 as needed (pdf)*
- *Submittal reviews (pdf)*
- *Record drawings (pdf)*

PROJECT ASSUMPTIONS

- *Refer to the project assumptions for the Eagle Ridge Park Phase II scope of work.*

PRELIMINARY DESIGN

EXHIBIT B-1 FEES									
Task	BCRA		Bartlett	Widener	Kleinfelder	Bill Acker	BCE	Lanktree	Total
	Civil Engineering	Landscape Architecture	Arborist	Environmental Specialist	Geotech. Engineering	Cost Estimating	Illumination & Electrical Engineering	Land Surveying	
01 Project Management	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,840
02 Site Investigation	\$ 3,460	\$ 960	\$ 4,763	\$ -	\$ 14,973	\$ -	\$ -	\$ 35,470	\$ 59,626
04 Environmental Permitting	\$ 700	\$ -	\$ -	\$ 9,382	\$ -	\$ -	\$ -	\$ -	\$ 10,082
10 30% Design	\$ 19,810	\$ 9,520	\$ -	\$ -	\$ -	\$ 5,134	\$ 2,420	\$ -	\$ 36,884
Subtotal	\$ 28,810	\$ 10,480	\$ 4,763	\$ 9,382	\$ 14,973	\$ 5,134	\$ 2,420	\$ 35,470	\$ 111,432
Reimbursible Expenses									\$ 600
Management Reserve									\$ -
Total									\$ 112,032

All fees above are hourly
Subconsultant fees are shown as cost plus 10.0%

FINAL DESIGN

EXHIBIT B-2 FEES									
Task	BCRA		Bartlett	Widener	Kleinfelder	Bill Acker	BCE	Lanktree	Total
	Civil Engineering	Landscape Architecture	Arborist	Environmental Specialist	Geotech. Engineering	Cost Estimating	Illumination & Electrical Engineering	Land Surveying	
01 Project Management	\$ 5,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,580
02 Infiltration Testing	\$ -	\$ -	\$ -	\$ -	\$ 17,891	\$ -	\$ -	\$ -	\$ 17,891
04 Environmental Permitting	\$ 3,880	\$ -	\$ -	\$ 8,639	\$ -	\$ -	\$ -	\$ -	\$ 12,519
20 60% Design	\$ 23,800	\$ 15,200	\$ -	\$ -	\$ -	\$ 5,134	\$ 5,775	\$ -	\$ 49,909
Public Outreach Support	\$ -	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200
30 90% Design	\$ 32,160	\$ 12,800	\$ -	\$ -	\$ -	\$ 5,134	\$ 15,400	\$ -	\$ 65,494
40 Permitting and 100% PS&E	\$ 11,530	\$ 1,280	\$ -	\$ -	\$ -	\$ -	\$ 2,310	\$ -	\$ 15,120
45 Bidding Support	\$ 4,020	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,620
50 Construction Administration	\$ 11,640	\$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,960
Subtotal	\$ 92,610	\$ 38,400	\$ -	\$ 8,639	\$ 17,891	\$ 10,268	\$ 23,485	\$ -	\$ 191,293
Reimbursible Expenses									\$ 400
Management Reserve									\$ -
Total									\$ 191,693

All fees above are hourly
Subconsultant fees are shown as cost plus 10.0%

EXHIBIT C SUBCONSULTANT LIST

BCRA's list of subconsultants will include,

Arborist

Urban Forestry Services | Bartlett Consulting
15119 McLean Road
Mount Vernon, WA, 98273
Contact: Miles Becker
Email: mbecker@Bartlett.com
Phone: 360-399-1377

Cost Estimating

Bill Acker Consulting Services
P.O. Box 1213
Gig Harbor, WA 98335
Contact: Bill Acker
Email: fargwatt@harbornet.com
Phone: 360-895-1756

Electrical Engineering

BCE Engineers, Inc.
6021 12th Street E, Suite 200
Fife, WA 98424
Contact: Carrie Taylor
Email: carrie.taylor@bceengineers.com
Phone: 253-922-0446

Geotechnical Engineering

Kleinfelder
14710 NE 87th Street, Suite 100
Redmond, WA 98052
425.301.0106
Contact: Marcus Byers, PE
Email: MByers@kleinfelder.com
Phone: 425-301-0106

Land Surveying

Lanktree Land Surveying, Inc.
25510 74th Ave S
Kent, WA 98032
Contact: Trevor Lanktree , PLS
Email: tlanktree@lanktreeland.com
Phone: 253-653-6423



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

bcradesign.com

Environmental Specialist

Widener & Associates

10108 32nd Ave W D

Everett, WA 98204

Contact: Jordan Widener

Email: jordancw@widener-enviro.com

Phone: 510-725-2291

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Resolution 2024-07 Adopt Formal Trail Name for Trail From Marysville to Lake Stevens

Contact Person/Department: Jill Meis, Parks Department

Budget Impact: N/A

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve resolution 2024-07 to adopt the name "Bayview Trail" for the section of trail that extends this trail from Marysville to Lake Stevens

SUMMARY/BACKGROUND:

Lake Stevens has been working with the City of Marysville on developing a trail plan that continues the Bayview Trail. This existing trail starts at the Centennial Trail and travels south within the City of Marysville. With new phases of this trail, it will reach Soper Hill Road and continue to the city limits at the south end of Lake Stevens. Through this planning process, staff discovered the trail may be eligible for grant opportunities jointly with Marysville and separately. Additionally, the Bayview Trail has regional name recognition. If Lake Stevens adopts the Bayview Trail name, it allows for a congruent project that uses placemaking to identify the location and aesthetic of the trail. This regional identification has been successful with the Burke-Gilman and Centennial Trails, which travel through several cities but maintain their regional identification. This has proven to be beneficial for recreation users and for economic development initiatives.

The user experience would remain consistent throughout the trail as most users will not recognize when they flow from one jurisdiction to the other. It is a benefit for users to know there is connectivity and the trail doesn't end when the city limits end. Bayview, as the name suggests, is also well suited as users will have views of the bay while using the trail in Lake Stevens. Staff presented this idea to the Parks and Recreation

Planning Board and the board unanimously approved and forwarded a recommendation of adoption to the City Council. Resolution 2024-07 is attached.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Resolution No. 2024-07

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, TO
NAME THE TRAIL THAT JOINS MARYSVILLE AND LAKE STEVENS, "BAYVIEW
TRAIL"**

WHEREAS, Lake Stevens has collaborated with the City of Marysville on planning a regional trail; and

WHEREAS, Lake Stevens desires to be consistent with the existing name of Bayview Trail for the section that will extend from Marysville to Lake Stevens; and

WHEREAS, the Parks and Recreation Planning Board on May 13, 2024, forwarded a recommendation to City Council of naming the trail the "Bayview Trail"; and

WHEREAS, the City wishes to formally adopt a name for the trail;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. To name the trail section that continues the Bayview Trail from Marysville connecting at Soper Hill and continuing south through Lake Stevens, the Bayview Trail.

Section 2. This resolution shall take effect and be in full force upon passage and signature hereon.

PASSED by the City Council of the City of Lake Stevens this 25th day of June, 2024.

Brett Gailey, Mayor

ATTEST:

By: _____
Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Ordinance 1186 Permitting the Use and Throwing of Projectiles

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Adopt Ordinance 1186 - Permitting the Use and Throwing of Projectiles

SUMMARY/BACKGROUND:

Council discussed this as part of Ordinance 1180 at at least three prior Council meetings. The changes to the Lake Stevens Municipal Code are outlined below.

The City Parks Code in chapter 10.03 of the Lake Stevens Municipal Code currently prohibits anyone from shooting, firing or exploding any fireworks or other explosives, throwing any projectiles, or shooting any firearm, air gun, bow and arrow, BB gun or slingshot in a city park.

Ordinance 1186 amends section 10.03.100 to allow the Parks Director to allow for the use of fireworks or other explosive, or throwing of a projectile, or shooting of a firearm, bow and arrow, BB gun or slingshot in conjunction with an event permitted at a city park.

Passing this ordinance will allow for flexibility for special events and recreational classes. One specific example will be allowing axe throwing at the new Going a Viking event in September.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Ordinance 1186

ORDINANCE NO. 1186

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING CHAPTER 10.03 OF THE LAKE STEVENS MUNICIPAL CODE (“LSMC”) IN REGARD TO THE AUTHORITY OF THE PARKS DIRECTOR TO APPROVE THE USE AND THROWING OF PROJECTILES; PROVIDING FOR THE MAKING OF CORRECTIONS, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY, AND FOR AN EFFECTIVE DATE.

WHEREAS, upon the request of the Director of Parks and Recreation and the ability to provide for the safe and entertaining throwing of projectiles as part of an approved event in a public park the City Council has determined it appropriate to amend the current provision of the parks code prohibiting the throwing of any projectiles in a city park,

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

Section 1 Section 10.03.100 FIREARMS, PROJECTILES AND EXPLOSIVES is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

No person shall shoot, fire or explode any fireworks, firecrackers, torpedoes, or explosives of any kind or throw any projectiles except by an event permit issued by the Director, or shoot or fire any firearm, air gun, bow and arrow, BB gun, or use any slingshot on any park properties or a law enforcement officer in the line of duty. The Director may issue a permit for the purpose of conducting a public fireworks display under RCW 70.77.260. The permit must meet the requirements of Section 9.64.030, Public Display of Fireworks.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3 Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing or ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance may be published by Summary Publication and shall become effective five days after passage and summary publication by ordinance title only.

PASSED by the City Council and APPROVED by the Mayor this ___ day of _____ 2024.

{GAR2831371.DOCX;1/13140.000002/ }

CITY OF LAKE STEVENS

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

Date of publication: _____

Effective Date (5 days after publication):_____

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Repair/Refurbish Visitor Information Center Digital Sign

Contact Person/Department: Troy Stevens, Gene Brazel, Sarah Garceau,
Information Technology

Budget Impact: There are two options:

Option 1: Amber (same as North Cove boat launch) \$20,065.62

Option 2: Color sign \$20,841.65 (Staff preference)

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the budget amendment for repair/refurbishing of the Visitors Information Center's digital sign.

SUMMARY/BACKGROUND:

The digital sign was installed at the Visitors Information Center in 2016 and has been showing its age. Several louvers are broken on the panels, and all other panels have significant UV damage. The plastic components have become brittle and prone to damage during cleaning. The primary reason this is coming forward is due to several attempts by staff and the vendor to get the network controller to work, which allows us to program this sign.

We are currently unable to update the messaging on this sign since Fall/Winter of 2023. We are getting to the busy season, and the Parks department and the city need to be able to update messaging on the sign for events, general notifications, and emergency notifications.

This project will include upgrading the sign to either an amber or full color display (776.03 difference), upgrading communications to 4G LTE (cellular modem), and replace three new acrylic letters. The company will also clean the sign.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. City of Lake Stevens - Visitor Center Monument Sign Amber
2. City of Lake Stevens - Visitor Center Monument Sign RGB Color

PROJECT AGREEMENT

June 1, 2024

Troy R. Stevens
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: tstevens@lakestevenswa.gov

Project: Visitor Information Center Monument Sign

Signs Plus hereby proposes to furnish the materials and perform the labor necessary for the completion of the signage below:

1. Remove the existing Watchfire EMC and install new Vantage **Amber** LED EMC's that matches the EMC's on North Cove Boat Launch Sign. Communication is by Cellular Modem (4G LTE) like North Cove.
2. Cut three new acrylic letters to install where the ones that came out while we are on site to install the new EMC's.
3. Clean sign while we are onsite to install the new EMC's.

Price: \$18,238.30 + Tax & Permitting

Customer Initials: _____ Date: _____ Project Manager Initials: _____ Date: _____

Your Project Manager is: Ken Dennis | P: 360.393.1265 | ken@signsplusnw.com



PROJECT AGREEMENT

June 1, 2024

Troy R. Stevens
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: tstevens@lakestevenswa.gov

Project: **Visitor Information Center Monument Sign**

Terms of Agreement

1. **Prices** - Prices are valid for 30 days from the quotation date.
2. **Landlord Approval** - It is the responsibility of the owner to obtain any required Landlord approval for the placement of the new sign/s.
3. **City Approval** - All proposed signs are subject to city approval prior to beginning fabrication.
4. **Permitting** - If required, permit fees and permitting labor are not included in the cost. Permit fees will be billed at cost plus 10%. Staff time to obtain permits are billed at \$87.00 per hour.
5. **Electrical** - The cost to run the required electrical circuit for the sign/s to within 5' of the new sign location is not included in the proposed cost. If there is not the required circuit available, there will be additional costs. Signs must be on a dedicated electrical circuit per the Washington Code.
6. **Unforeseen Circumstances** - Prices within this proposal are firm unless there are unforeseen circumstances that result in delays or obstacles (i.e.: If upon excavating large boulders, old foundation, sewer drain, unmarked utilities, etc. are discovered). If such circumstances arise Signs Plus Inc will notify the client immediately with an evaluation and proposed change in price or work.
7. **Warranty** - All signs are warranted for 5 years against defects in workmanship, 1 year on electrical parts, 90 days on electrical labor. The warranty is for new products supplied by Signs Plus only.
8. **Sales Tax** - Price does not include any required sales tax.
9. **Payment** - 50% down payment is due at signing of contract and balance is due prior to installation. Payments in excess of \$1,000.00 paid by credit card will be charged a 2% processing fee. All invoices are due upon presentation and are considered past due in 10 days unless prior arrangements are made in writing. All overdue payments shall be subject to interest at the rate of 1.5% per month. Payments apply first to finance charges, then to invoices. In the event legal action is required for collection, reasonable attorney fees and collection costs shall also be payable. The venue of Litigation shall be Whatcom County. Signs Plus maintains or is granted ownership in all signs or products we are fabricating and/or installing until paid in full and has the right to repossess and hold such property for payment, including reinstall charges, if applicable. Signs Plus is hereby granted a security interest in the above-described product(s) to secure any amounts owed to Signs Plus under the terms of this agreement and other future indebtedness. A photocopy of this security agreement may be used as a financing statement for the purpose of filing this security agreement with the Washington State Dept. of Licensing. This is a security agreement under the U.C.C. of Washington.
10. **Change Orders** - Changes must be made in writing and must be signed by the customer, salesperson and Signs Plus, Inc. Official acceptance. Any drawings become part of this contract upon their signature by purchaser. Any changes made by the customer after the execution of this contract for work that is already in progress will be billed in addition to the agreed contract amount.
11. **Agreement Terms** - This contract constitutes the entire agreement unless otherwise noted herein. There are no other verbal or implied agreements.

ACCEPTANCE OF PROPOSAL

Person signing as Buyer/Guarantor signifies that he/she has full authorization to do so on behalf of the customer listed in Billing Name section above. Proposal and specifications are hereby accepted; all payments will be made as specified. By signing below the buyer/guarantor personally guarantees payment including interest, attorney fees, and any costs incurred to enforce collection of payment. All contracts are subject to Official Acceptance by the President of Signs Plus or his designate and are not valid until so done.

Buyer/Guarantor's Signature: _____

Printed Name: _____ Date: _____

Project Manager: _____ Date: _____



PROJECT AGREEMENT

June 1, 2024

Troy R. Stevens
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: tstevens@lakestevenswa.gov

Project: **Visitor Information Center Monument Sign**

Signs Plus hereby proposes to furnish the materials and perform the labor necessary for the completion of the signage below:

1. Remove the existing Watchfire EMC and install new Vantage **RGB (color)** LED EMC's that matches the EMC's on North Cove Boat Launch Sign. Communication is by Cellular Modem (4G LTE) like North Cove.
2. Cut three new acrylic letters to install where the ones that came out while we are on site to install the new EMC's.
3. Clean sign while we are onsite to install the new EMC's.

Price: \$18,948.30 + Tax & Permitting

Customer Initials: _____ Date: _____ Project Manager Initials: _____ Date: _____

Your Project Manager is: Ken Dennis | P: 360.393.1265 | ken@signsplusnw.com



PROJECT AGREEMENT

June 1, 2024

Troy R. Stevens
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: tstevens@lakestevenswa.gov:

Project: **Visitor Information Center Monument Sign**

Terms of Agreement

1. **Prices** - Prices are valid for 30 days from the quotation date.
2. **Landlord Approval** - It is the responsibility of the owner to obtain any required Landlord approval for the placement of the new sign/s.
3. **City Approval** - All proposed signs are subject to city approval prior to beginning fabrication.
4. **Permitting** - If required, permit fees and permitting labor are not included in the cost. Permit fees will be billed at cost plus 10%. Staff time to obtain permits are billed at \$87.00 per hour.
5. **Electrical** - The cost to run the required electrical circuit for the sign/s to within 5' of the new sign location is not included in the proposed cost. If there is not the required circuit available, there will be additional costs. Signs must be on a dedicated electrical circuit per the Washington Code.
6. **Unforeseen Circumstances** - Prices within this proposal are firm unless there are unforeseen circumstances that result in delays or obstacles (i.e.: If upon excavating large boulders, old foundation, sewer drain, unmarked utilities, etc. are discovered). If such circumstances arise Signs Plus Inc will notify the client immediately with an evaluation and proposed change in price or work.
7. **Warranty** - All signs are warranted for 5 years against defects in workmanship, 1 year on electrical parts, 90 days on electrical labor. The warranty is for new products supplied by Signs Plus only.
8. **Sales Tax** - Price does not include any required sales tax.
9. **Payment** - 50% down payment is due at signing of contract and balance is due prior to installation. Payments in excess of \$1,000.00 paid by credit card will be charged a 2% processing fee. All invoices are due upon presentation and are considered past due in 10 days unless prior arrangements are made in writing. All overdue payments shall be subject to interest at the rate of 1.5% per month. Payments apply first to finance charges, then to invoices. In the event legal action is required for collection, reasonable attorney fees and collection costs shall also be payable. The venue of Litigation shall be Whatcom County. Signs Plus maintains or is granted ownership in all signs or products we are fabricating and/or installing until paid in full and has the right to repossess and hold such property for payment, including reinstall charges, if applicable. Signs Plus is hereby granted a security interest in the above-described product(s) to secure any amounts owed to Signs Plus under the terms of this agreement and other future indebtedness. A photocopy of this security agreement may be used as a financing statement for the purpose of filing this security agreement with the Washington State Dept. of Licensing. This is a security agreement under the U.C.C. of Washington.
10. **Change Orders** - Changes must be made in writing and must be signed by the customer, salesperson and Signs Plus, Inc. Official acceptance. Any drawings become part of this contract upon their signature by purchaser. Any changes made by the customer after the execution of this contract for work that is already in progress will be billed in addition to the agreed contract amount.
11. **Agreement Terms** - This contract constitutes the entire agreement unless otherwise noted herein. There are no other verbal or implied agreements.

ACCEPTANCE OF PROPOSAL

Person signing as Buyer/Guarantor signifies that he/she has full authorization to do so on behalf of the customer listed in Billing Name section above. Proposal and specifications are hereby accepted; all payments will be made as specified. By signing below the buyer/guarantor personally guarantees payment including interest, attorney fees, and any costs incurred to enforce collection of payment. All contracts are subject to Official Acceptance by the President of Signs Plus or his designate and are not valid until so done.

Buyer/Guarantor's Signature: _____

Printed Name: _____ Date: _____

Project Manager: _____ Date: _____



CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Resolution 2024-06 Property Surplus

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Revenue from property sale / broker commission

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve Resolution 2024-06 A resolution of the city of Lake Stevens, Washington authorizing the City Council to surplus real property Parcel No. 00604200000200 and authorizing the mayor or designee to convey or sell real property pursuant to Chapter 2.98 LSMC.

SUMMARY/BACKGROUND:

The city of Lake Stevens owns real property at 2008 71st Drive SE, directly south of 20th Street SE. This parcel was originally acquired for road projects by Snohomish County as part of the 20th Street widening project. This property and others will be sold through a real estate broker. Resolution 2024-06 is attached in support of the proposed surplus request (Attachment 1).

Lake Stevens Municipal Code (LSMC) 2.98.010 authorizes the City Council to surplus real property when it is not needed for some present or future municipal use and if it can be sold for a reasonable return.

The City Staff have determined this property is not needed for present or future uses and should be returned to the tax rolls.

APPLICABLE CITY POLICIES:

Chapter 2.98 Lake Stevens Municipal Code

ATTACHMENTS:

1. Res - 2024-06 Property Surplus

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON AUTHORIZING THE CITY COUNCIL TO SURPLUS 2008 71ST DRIVE (PARCEL NO. 00604200000200) AND AUTHORIZING THE MAYOR OR DESIGNEE TO CONVEY OR SELL REAL PROPERTY PURSUANT TO CHAPTER 2.98 OF THE LAKE STEVENS MUNICIPAL CODE.

WHEREAS, prior to the Southwest annexation Snohomish County acquired several parcels of real property along 20th Street SE corridor as part of a road widening project; and

WHEREAS, the county has transferred and conveyed said parcels or real property to the City following the Southwest annexation; and

WHEREAS, Lake Stevens Municipal Code (LSMC) 2.98.010 authorizes the City Council to surplus real property when it is not needed for some present or future municipal use and if it can be sold for a reasonable return; and

WHEREAS, LSMC 2.98.020 authorizes the Mayor to dispose of surplus property for a reasonable return or to benefit the public interest by sealed bid, auction, negotiated sale or special disposition; and

WHEREAS, the City Council has determined that the real property identified in Exhibits A, as the real property is no longer needed for present or future municipal uses; and

WHEREAS, the City Council deems it to be in the public interest to sell or convey real property where the property is no longer useful to the City; and

WHEREAS, for reporting purposes, local governments should use capital project funds to account for the accumulation of resources that are restricted, committed, or assigned for expenditure for capital outlays.

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

Section 1. The real property identified in Exhibits A according to the provisions of Chapter 2.98 LSMC including determining fair market value and appropriate process for disposition thereof.

Section 2. The City Council hereby resolves that the proceeds from surplus property sales should be set aside in a capital project fund to pay for public infrastructure improvements including but not limited to road improvements, pedestrian improvements and/or stormwater improvements within the 20th Street SE Corridor subarea.

PASSED by the City Council of the City of Lake Stevens, Washington this 25th Day of June 2024.

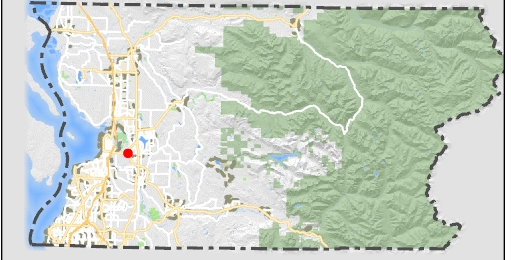
Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello City Attorney



Legend

- Parcel
- Recent Sales 2024
- Recent Sales 2023
- Recent Sales 2022
- City Boundary
- County Park
- National Forest
- Water

Street Types

- Interstate
- State Route
- Local Road

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

0 122 244 Feet

6/18/2024



CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Real Estate Purchase and Sale Agreement with Snohomish County Public Utility District No. 1

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: \$13,834 expenditure from the project budget.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Real Estate Purchase and Sale Agreement with Snohomish County Public Utility District No. 1 to procure 2,289 square feet of property adjacent to 91st Ave SE and 20th Street SE for roadway improvements.

SUMMARY/BACKGROUND:

When the city constructed the improvements at the intersection of 20th Street SE and 91st Ave SE in 2021/22, the project required that 2,289 square feet of Snohomish County PUD property be procured and dedicated as right-of-way. In March 2021, the city made an administrative offer of \$13,834 for the property based on the county-assessed property value, which PUD accepted. In August 2021, the city obtained an appraisal, attached to this agenda item, that valued the property at \$32,000. The city and PUD agreed that the original offer of \$13,834 is suitable for transferring the property to the city as a matter of mutual benefit. Mutual benefits included reduced slope impacts on the PUD property and ease of construction for the city's project. Both parties have delayed this issue because of staff turnover and administrative hurdles. The city is the final signatory of the agreement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. PSA and Resolution City of Lake Stevens_9050 20th St SE
2. PUD Property Acquisition Area Exhibit
3. PUD Property Appraisal

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is by and between the Snohomish County Public Utility District No. 1, a municipal corporation of the State of Washington ("Seller"), and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington ("Buyer").

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of the date of approval by both the Buyer's Council and the Seller's Commissioners. The City Council shall have thirty (30) days from the execution of this Agreement by Seller to approve the Agreement, otherwise the Seller's signature shall be non-binding and this Agreement shall have no legal effect. The Seller's Commissioner's shall have thirty (30) days from the execution of this Agreement by Buyer to approve the Agreement, otherwise the Buyer's signature shall be non-binding and this Agreement shall have no legal effect.
2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property, together with any improvements thereon, legally described in Exhibit A attached hereto and incorporated hereon, located at Lake Stevens, Snohomish County, Washington (the "Property").
3. **Purchase Price.** The purchase price for the Property is Thirteen Thousand Eight Hundred and Thirty-Four Dollars and No/100 (\$13,834.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing. The Parties acknowledge that the purchase price reflects a reduction of \$18,166.00 from the market value of the Property in consideration of the mutual benefits received from the betterment of the Property arising out of the Buyer's 91st Ave. SE expansion project.
4. **Earnest Money Deposit.** No earnest money deposit is to be paid.
5. **Title to Property.**
 - a. **Conveyance.** On the Closing Date, Seller shall convey to Buyer all of Seller's right title and interest to the Property including any after acquired title, by a duly executed and acknowledged standard form Quit Claim Deed (the "Deed").

b. **Title Commitment.** Within seven (7) calendar days following the Buyer's approval of this Agreement, Buyer may procure a preliminary title insurance commitment (the "Commitment") covering the Property, issued by a Title Insurance Company of the Buyer's choosing (the "Title Company"), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions with copies of all active leases with existing tenants, within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a thirty (30) day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve such exceptions on the same basis as provided above and the closing date shall be extended by such review period to accommodate such review.

c. **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.b, Seller shall have five (5) days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

d. **Title Policy.** The parties shall, at Buyer's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy.

6. **Contingency and Permit Periods.**

a. **Buyer's Contingency Period.** Buyer has by past inspection satisfied itself concerning the condition of soils; the suitability and condition of the Property; public support for the purchase and the feasibility of the Property for Buyer's intended use; and does not require a contingency period for inspection and testing.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

a. **Closing Date and Distribution of Purchase Price.** This purchase and sale will be closed at the Title Company's Office or other location agreed to by the parties as soon as reasonably possible after the Buyer gives Seller notice that it is satisfied with the exceptions to title set forth in the title insurance commitment.

b. **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes, special assessments, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of eight percent (8%) per annum from the Closing Date to the date of payment.

c. **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

1. the duly executed and acknowledged Deed;
2. a duly executed and completed Real Estate Excise Tax Affidavit;
3. a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and
4. all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 8.f.1.

d. **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

1. cash in an amount sufficient to pay the Purchase Price, plus the Buyer's closing costs described in Section 8.f.2; and

2. a duly executed and completed Real Estate Excise Tax Affidavit.

e. **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the escrow agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

f. **Closing Costs.**

1. **Seller's Costs.** At Closing, Seller shall pay (a) the real estate excise taxes applicable to the sale, if any; (b) one-half (1/2) of Title Company's escrow fee; and (c) one-half of the cost of recording the Deed.

2. **Buyer's Costs.** At Closing, Buyer shall pay (a) one-half (1/2) of the cost of recording the Deed; (b) one-half (1/2) of the Title Company's escrow fee; and (c) the premiums for any title policy.

g. **Possession.** Buyer shall be entitled to possession upon closing.

h. **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Buyer. If the foregoing condition is not satisfied, Buyer shall have the right, at its sole election, either to waive the condition and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.a of this Agreement.

1. **Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.a of this Agreement.

2. **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.a of this Agreement.

i. **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the foregoing conditions are not satisfied, Seller shall have the right, at its sole election, to the remedy set forth in Section 11.b of this Agreement.

a) **Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it.

9. **Representations and Warranties.**

a. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

1. **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending or threatened litigation or administrative action with respect to the Property or to the Seller's interest in the Property.

2. **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or otherwise, will be necessary in order for Seller to enter into this Agreement and to perform Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

3. **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

4. **Other Agreements.** There are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

5. **Encumbrances.** Seller's execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

6. **Environmental.** Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW), or any comparable law, regulation, ordinance or order of any governmental body, except in compliance with such laws, regulations, ordinance or orders. Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to the best of Seller's knowledge, any prior owner, occupant or user of the Property has received any notice or other communications concerning any alleged violation of any environmental requirements. To the best of Seller's knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

7. **Completeness of Statements.** To the best of Seller's knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

b. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and as of the Closing Date:

1. **Pending Actions.** To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.

2. **Authority of Buyer.** This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. No authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Buyer to enter into this Agreement and to perform its obligations as set forth herein. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

10. **Maintenance of Property Pending Closing and Buyer's Possession.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property.

11. **Default.**

a. **By Seller.** If there is an event of default under this Agreement by Seller, including, without limitation, the failure by Seller to satisfy any condition precedent pursuant to Sections 8.h, Buyer will be entitled (a) to seek specific performance of Seller's obligations under this Agreement; (b) to terminate this Agreement by written notice to Seller and Escrow Agent; and (c) if Buyer elects either option (a) or (b), as hereinbefore set forth, Buyer may obtain payment from Seller of all damages incurred by Buyer as a result of such default. If Buyer terminates this Agreement pursuant to this Section 11.a the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Seller shall pay (i) to Buyer those costs and expenses which Buyer notifies Seller that Buyer has incurred in connection with this Agreement; (ii) all damages incurred by Buyer; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

b. **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, other than that Buyer shall pay to Seller any costs of terminating the escrow and pay any cancellation fee for the Commitment.

12. **Miscellaneous.**

a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

b. **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to: Jennifer Southard

Agent IV, Real Estate Services

Snohomish County PUD

PO Box 1107

Everett, WA 98206-1107

Lake Stevens, WA 98258

If to Buyer, to: Gene Brazel

City Administrator

Lake Stevens City Hall

1812 Main Street

Lake Stevens, WA 98258

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, two (2) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

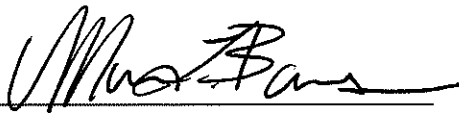
- c. **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.
- d. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.
- e. **Governing Law; Venue.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Snohomish County Superior Court.
- f. **Entire Agreement.** This Agreement and the exhibit hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.
- g. **Attorneys' Fees.** In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.
- h. **Time of the Essence.** Time is of the essence of this Agreement.
- i. **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.
- j. **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.
- k. **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.
- l. **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Buyer in the drafting of this Agreement, and Seller acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.
- m. **Survival.** Sections 5.b, 8.1, a, d, e, g, i, k, l and m shall survive the Closing of this Agreement.

n. **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a .PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

Snohomish County Public Utility District (Subject to Commission Approval)

By: 

Date: 6-11-2024

BUYER:

CITY OF LAKE STEVENS (Subject to City Council approval and authorization for Mayor to sign.)

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

By: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

SUBJECT PARCEL LEGAL DESCRIPTION

PER STATUTORY WARRANTY DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2006138

THAT PORTION OF LOT 20, FLAT OF GLENWOOD DIV. "A" ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, ON PAGE 46, RECORDS OF SNOHOMISH COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH ALONG THE EAST LINE OF LOT 20, 145 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 20, 100 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF LOT 20, 145 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING, LESS ROADS.

EXCEPT THE FOLLOWING;

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 486165

THE EAST 15.00 FEET OF LOT 20 IN THE PLAT OF GLENWOOD DIVISION A

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2147411

THE NORTH 15.00 FEET OF THE EAST 100.00 FEET OF LOT 20, PLAT OF GLENWOOD DIVISION "A", AS RECORDED IN VOLUME 7, PAGE 48, RECORDS OF SNOHOMISH COUNTY AUDITOR, SECTION 25, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOTAL AREA = 11,049 SF

LEGAL DESCRIPTION FOR AREA OF PROPERTY TO BE PURCHASED

ALL THAT PORTION OF THE PARCEL AS DESCRIBED IN ABOVE "SUBJECT PARCEL LEGAL DESCRIPTION" LYING EAST OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE SOUTH 87°56'32" EAST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 17.71 FEET TO THE POINT BEGINNING OF SAID LINE;

THENCE LEAVING SAID NORTH LINE, SOUTH 64°28'41" EAST A DISTANCE OF 49.76 FEET; THENCE SOUTH 08°46'39" EAST A DISTANCE OF 81.97 FEET;

THENCE SOUTH 01°20'33" WEST A DISTANCE OF 29.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL FROM WHICH THE SOUTHEAST CORNER OF THE SAID PARCEL BEARS SOUTH 87°56'32" EAST A DISTANCE OF 7.50 FEET SAID POINT BEING THE TERMINUS OF SAID LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOTAL AREA = 2,289 SF

RESOLUTION NO. 6170

A RESOLUTION Declaring a Portion of Certain Real Property of the District Situated in Lake Stevens, Washington (Tax Parcel No. 00457000002002), to be Surplus and Authorizing Transfer of the Portion of Said Real Property to the City of Lake Stevens, Washington

WHEREAS, the District is the owner of certain real property located 9050 20th Street SE, Lake Stevens, Washington (Tax Parcel No. 00457000002002), and legally described on Attachment No. 1 ("District Property") and approximately Eleven Thousand Forty-Nine square feet in size; and

WHEREAS, the City of Lake Stevens ("City") desires to acquire a portion of the District Property (said portion to be referred herein as "Property" and legally described on Attachment No. 2) and approximately Two Thousand Two Hundred Eighty-Nine square feet in size; and

WHEREAS, the District is not currently utilizing the Property for District purposes and operations, and has no future plans for use of the Property; and

WHEREAS, the City has offered the District Thirteen Thousand Eight Hundred and Thirty-Four Dollars (US \$13,834.00) as consideration for the purchase of the Property; and

WHEREAS, it is recognized that the City previously constructed certain betterments and improvements to the District Property at no cost to the District as part of the City's 91st Avenue Expansion Project; and

WHEREAS, District staff recommends that the Property be declared surplus to the needs of the District and authorize the transfer of the Property to the City for the offered consideration; and

WHEREAS, the Commission held a public hearing to consider declaring the Property surplus to the needs of the District and to consider authorizing transfer of the Property to the City for the offered consideration; and

WHEREAS, based upon the information presented and recommendation of staff, the Commission of Public Utility District No. 1 of Snohomish County finds that the Property (Attachment No. 2):

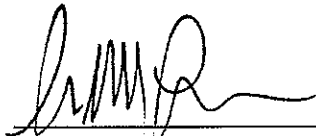
1. Is no longer necessary, material to, and useful in the District's operations;
2. Is not required for continued public utility service.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County that:

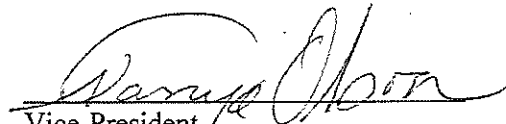
1. The District's property interests in the Property (Attachment No. 2) are surplus to the District's needs; and

2. The Manager of the District's Real Estate Services, or her designee, is authorized to execute a Quit Claim Deed and all documents necessary to transfer the Property (Attachment No. 2) to the City of Lake Stevens for the above referenced consideration and in recognition of the referenced betterments and improvements, and take all other reasonable and necessary actions to complete the transaction; provided that the final form of Deed and all other documents related to the transactions shall be subject to the review and approval of the District's General Counsel or his designee.

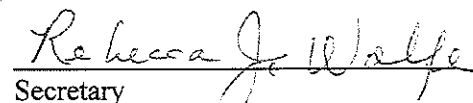
PASSED AND APPROVED this 19th day of March, 2024.



President



Vice-President



Secretary

"ATTACHMENT 1"

PER STATUTORY WARRANTY DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2006138

THAT PORTION OF LOT 20, FLAT OF GLENWOOD DIV. "A" ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, ON PAGE 46, RECORDS OF SNOHOMISH COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH ALONG THE EAST LINE OF LOT 20, 145 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 20, 100 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF LOT 20, 145 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING, LESS ROADS.

EXCEPT THE FOLLOWING;

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 486165

THE EAST 15.00 FEET OF LOT 20 IN THE PLAT OF GLENWOOD DIVISION A

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2147411

THE NORTH 15.00 FEET OF THE EAST 100.00 FEET OF LOT 20, PLAT OF GLENWOOD DIVISION "A", AS RECORDED IN VOLUME 7, PAGE 48, RECORDS OF SNOHOMISH COUNTY AUDITOR, SECTION 25, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOTAL AREA = 11,049 SF

"ATTACHMENT 2"

ALL THAT PORTION OF THE PARCEL AS DESCRIBED IN ABOVE "SUBJECT PARCEL LEGAL DESCRIPTION"
LYING EAST OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE SOUTH $87^{\circ}56'32''$ EAST, ALONG
THE NORTH LINE THEREOF, A DISTANCE OF 17.71 FEET TO THE POINT BEGINNING OF SAID LINE;

THENCE LEAVING SAID NORTH LINE, SOUTH $64^{\circ}28'41''$ EAST A DISTANCE OF 49.76 FEET; THENCE SOUTH
 $08^{\circ}46'39''$ EAST A DISTANCE OF 81.97 FEET;

THENCE SOUTH $01^{\circ}20'33''$ WEST A DISTANCE OF 29.74 FEET TO A POINT ON THE SOUTH LINE OF SAID
PARCEL FROM WHICH THE SOUTHEAST CORNER OF THE SAID PARCEL BEARS SOUTH $87^{\circ}56'32''$ EAST A
DISTANCE OF 7.50 FEET SAID POINT BEING THE TERMINUS OF SAID LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOTAL AREA = 2,289 SF

PUD Property Acquisition Area Exhibit

The City of Lake Stevens needs to acquire 2,289 SF from parcel 00458000002002, owned by Snohomish PUD No. 1, to construct and maintain roadway improvements at 20th Street SE and 91st Ave SE. This area will be dedicated as right-of-way. Construction of the improvements are complete, as shown below.



Appraisal Report

City of Lake Stevens Acquisition

Southwest corner of 20th St SE & 91st Ave SE
Lake Stevens, Washington 98258



FOR

City of Lake Stevens

Eric Durpos
Public Works Director
1812 Main St
Lake Stevens, WA 98258

ABS Valuation

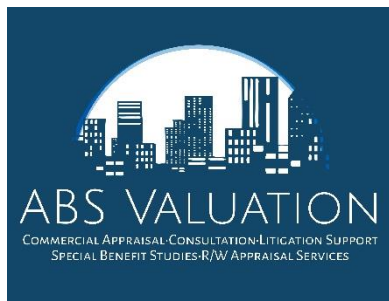
Jim E Dodge, Senior Associate Appraiser
2927 Colby Avenue, Suite 100
Everett, WA 98201
425-258-2611
jdodge@absvaluation.com
absvaluation.com

Date of Valuation: July 13, 2021
Date of Report: August 5, 2021
ABS Valuation Job # 21-0178



ABS VALUATION

COMMERCIAL APPRAISAL-CONSULTATION-LITIGATION SUPPORT
SPECIAL BENEFIT STUDIES-R/W APPRAISAL SERVICES

**Corporate Office**

Smith Tower
506 2nd Avenue
Suite 3200
Seattle, WA 98104
206-209-3016 phone
425-252-1210 fax

2927 Colby Avenue
Suite 100
Everett, WA 98201
425-258-2611 phone
425-252-1210 fax

18728 Bothell Way NE
Suite B
Bothell, WA 98104
425-450-4040 phone
425-252-1210 fax

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253-274-0099 phone
425-252-1210 fax

absvaluation.com

Appraisal Report

August 5, 2021

City of Lake Stevens

Eric Durpos, Public Works Director
1812 Main St
Lake Stevens, WA 98258

RE: APPRAISAL OF SNOHOMISH PUD PROPERTY, BEFORE AND AFTER ACQUISITION OF SPECIFIED PROPERTY RIGHTS, LOCATED AT THE SOUTHWEST CORNER OF 20TH ST SE AND 91ST AVE SE, LAKE STEVENS, WASHINGTON 98258 (Our File #21-0178).

Dear Mr. Durpos:

In response to your request, I have completed an appraisal of the above referenced property. The purpose of this assignment is to provide an opinion of market value before and after acquisition of herein defined property rights. The intended user is City of Lake Stevens.

The subject larger parcel is a 11,049 SF (0.25-acre) tract according to acquisition exhibit prepared by Harmsen, LLC dated 5/11/2021. Proposed fee simple acquisition is an irregular shaped strip along the north and east property boundaries totaling 2,289 SF. The site is located at the southwest corner of 20th St SE and 91st Ave SE. The property is the site of a pump station. Land area north of 20th St SE is primarily single family development. South of 20th St is mostly vacant land and some older single family homes but is zoned Commercial District by Lake Stevens.

The larger parcel is the subject tract and is identified as Snohomish Tax Parcel No.: 004577-000-020-02. Based on provided plans, the proposed fee simple acquisition is an irregular shaped strip along the north and east boundaries. The purpose is to construct 91st Ave SE south of 20th St. The larger parcel is zoned CD, Commercial District according to the City of Lake Stevens Zoning Code.

This appraisal was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), Federal Regulations 49 CFR, Part 24 (The Uniform Act) and the Code of Professional Ethics of the Appraisal Institute. Complete descriptions of properties used for comparison are included in this report, as well as all of our analyses and conclusions. The value conclusions herein are given subject to the specific assumptions and limiting conditions stated in the Addenda of this report.



Based on my investigation and analysis of all relevant data, it is my opinion that the market value of the subject parent property before and after acquisition of specified property rights, as of July 13, 2021, is summarized as follows:

Market Value Before Acquisition	\$155,000
Market Value After Acquisition	<u>\$123,000</u>
Difference	\$32,000

Sincerely,
ABS VALUATION

Jim E. Dodge, Senior Associate Appraiser



Table of Contents

Valuation Summary	1
Executive Summary.....	2
Vicinity Map	3
Aerial Photograph	4
Introduction	5
Identification of the Subject Property	5
Summary of Appraisal Problem	5
Legal Description	5
History and Ownership	5
Intended Use and Users.....	5
Date of Inspection/Valuation & Owner Contact	5
Purpose of the Appraisal	6
Property Rights Appraised	6
Scope of the Appraisal	6
Competency Provision	6
Larger Parcel	7
Extraordinary Assumptions/Hypothetical Conditions	7
Personal Property.....	7
Exposure and Marketing Periods	7
Area/Market/Neighborhood Descriptions	8
Boundaries/Larger Area	8
Population.....	9
Business and Economic Activity	9
Neighborhood Description	15
Overview	15
Site Data	17
Description of the Subject Property	17
Acquisition Plan	20
Acquisition Legal	21
Subject Property Photographs	22
Highest and Best Use	24



As Vacant	24
As Improved	25
Property Valuation	26
Valuation-Before Acquisition	26
Conclusion of Land Value Before Acquisition	30
Valuation-After Acquisition	31
Summary and Recapitulation	31
Assumptions and Limiting Conditions.....	32
Addenda	38
Comparable Property Information	39
NWMLS Market Trend Data	50
Qualifications of Appraiser.....	51
Report of Contact with Owner.....	54



Valuation Summary

Based on the data and analysis presented in this report, market value estimates for the subject property, before and after acquisition of fee simple property rights as of July 13, 2021, are summarized below.

Valuation Summary

Before Acquisition

Commercial site	11,049	SF @	\$14.00	/SF	\$154,686	
Total before					(R)	\$155,000

After Acquisition

Commercial site	8,760	SF @	\$14.00	/Ac	\$122,640	
Total after					(R)	<u>\$123,000</u>

Difference						\$32,000
-------------------	--	--	--	--	--	-----------------

Property Rights Taken

Fee simple land	2,289	SF @	\$14.00	/Ac	\$32,046	
-----------------	-------	------	---------	-----	----------	--

Damages						\$0
----------------	--	--	--	--	--	-----

Special Benefit						<u>\$0</u>
------------------------	--	--	--	--	--	------------

Total Estimated Property Rights Acquired					(R)	\$32,000
---	--	--	--	--	------------	-----------------



Executive Summary

Project:	91 st Ave SE street improvements.
Ostensible Owner:	PUD No. 1 of Snohomish County.
Client:	City of Lake Stevens.
Intended User:	The intended user of this report is the City of Lake Stevens.
Location:	The parent property is situated at the southwest corner of 20 th St SE and 91 st Ave SE, Lake Stevens, WA 98258.
Site Size:	Based on the provided acquisition exhibit prepared by Harmsen, LLC, the parent property contains 11,049 SF (0.25 acres). The tract is generally rectangular in shape with topography that has an overall downward slope to the south.
Improvements:	The property is improved with a wood frame structure containing a pump station. The building has recently been encased in masonry panels.
Utilities:	The site has utility services of electricity, telephone, public water and sanitary sewer available at the property boundaries.
Zoning:	The larger parcel is CD, Commercial District according to the City of Lake Stevens Zoning Code.
Highest & Best Use:	The parent property is located in southern Lake Stevens along a major arterial. The area consists of single family residential development, primarily north of 20 th St SE. The area south of 20 th St SE is zoned commercial with large vacant land tracts and proposed commercial development. Most probable highest and best use of the subject site as vacant is for commercial development or contribution to adjoining commercial development.
Market Value Before Acquisition:	\$155,000
Market Value After Acquisition:	<u>\$123,000</u>
Difference:	\$32,000
Date of Valuation:	July 13, 2021
Date of Report:	August 5, 2021
Appraiser:	Jim E. Dodge, Senior Associate Appraiser



Vicinity Map





Aerial Photograph





Introduction

Identification of the Subject Property

The larger parcel or parent property is located in southern Lake Stevens at the southwest corner of 20th St SE and 91st Ave SE. The property has a wood frame building containing a pump station. The larger tract has no mailing address. The rectangular shaped tract contains 11,049 SF or 0.25 acres according to the provided acquisition exhibit prepared by Harmsen, LLC dated 5/11/21. This appraisal is subject to revision if data is provided to support a difference in land area. Utility services of electricity, telephone, public water and sanitary sewer service are available at the property boundary. Access is by 130± feet of frontage on 91st Ave SE right of way frontage. The tract has 85 feet of frontage on 20th St SE. The tract slopes downward to the south and below street grade along both road frontages.

Summary of Appraisal Problem

The purpose of the report is to provide an opinion of the fee simple market value of the larger parcel before and after acquisition of fee simple property rights to construct 91st Ave SE. The irregular shaped acquisition is along both street frontages as shown on the map contained herein. The property is zoned CD, commercial district according to the City of Lake Stevens Zoning Code.

Legal Description

No title report was provided. The subject parent property is briefly described as a portion of Lot 20, Glenwood Division A, as recorded in volume 7 of Plats, page 46, being a portion of the Northwest quarter of Section 25, Township 29 N, Range 5 E, W.M., Snohomish County, WA. Snohomish County Tax Parcel No. is 004570-000-020-02.

History and Ownership

The parent property has been under continuous ownership in excess of ten years.

Intended Use and Users

The intended use of this appraisal is to provide an opinion of market value before and after acquisition of fee simple property rights to construct street improvements for 91st Ave SE. Intended user of the report is City of Lake Stevens.

Date of Inspection/Valuation & Owner Contact

The subject property was inspected by Jim Dodge on July 13, 2021. The effective date of this appraisal is July 13, 2021. No response was received from telephone calls to Jennifer Southard of Snohomish County PUD.



Purpose of the Appraisal

The purpose of this appraisal is to provide an opinion of the market value of the subject property before and after acquisition of fee simple rights, as of July 13, 2021. Market value is defined as:¹

"the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

Property Rights Appraised

This appraisal is of fee simple interest as encumbered by existing easements. Fee simple interest is defined as:²

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Scope of the Appraisal

This appraisal fulfills the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, *Federal Regulations 49 CFR, Part 24 (The Uniform Act)* and the Code of Professional Ethics of the Appraisal Institute. The appraisal assignment included on-site inspection of the subject parcel; evaluation of local and regional economic conditions; analysis of market supply and demand; determination of highest and best use; and preparation of value estimates by the relevant approaches to value. The scope of this appraisal involves the Sales Comparison. The Income and Cost Approaches are not relevant in valuing land only.

In appraising the subject property, the appraisers did the following:

- Researched CoStar, CBA and NWMLS databases
- Researched ABS Valuation existing database
- Confirmed all sales with buyers, sellers, their agents, and/or public records
- Inspected all comparable sales
- Reviewed all documents as cited throughout this report

Competency Provision

Jim E. Dodge, Senior Associate Appraiser, has previously appraised similar property and has the training and experience needed to competently complete this assignment.

¹Uniform Appraisal Standards for Federal Land Acquisitions, Page 10, Section 1.2.4

² From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute



Larger Parcel

In analyzing the subject property, the larger parcel must be considered. There is no adjoining land under similar ownership. The larger parcel is concluded to be the 11,049 SF site identified herein and located at the southwest corner side of 20th St SE and 91st Ave SE.

Extraordinary Assumptions/Hypothetical Conditions

Extraordinary assumption is defined as an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraisers' opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. No extraordinary assumption is made.

Hypothetical condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used to analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. No hypothetical conditions are made in this appraisal analysis.

Hazardous Waste

We have been provided no information regarding the presence or absence of hazardous waste on the subject property. This report assumes the absence of any and all hazardous waste on the subject property. If hazardous waste is found to be present on the subject property, we reserve the right to change the valuation contained in this report.

Access and Utility Easements

No title was provided. Review of available public records indicated no known access or utility easements which would adversely affect use or market value of the subject property.

Personal Property

There is no personal property included in our analysis.

Exposure and Marketing Periods

Exposure and marketing periods are the respective timeframes before and after the date of valuation that are necessary to sell the subject property at the appraised value. The two periods may differ depending upon a variety of factors, including changes in market conditions or property characteristics. The exposure and marketing periods are considered to be similar for the parent tract and concluded to be six to eighteen months.

The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy, or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.



Area/Market/Neighborhood Descriptions

Boundaries/Larger Area

The larger market area is defined as Snohomish County, located on Puget Sound in the north central portion of western Washington, between Skagit County to the north and King County to the south. Snohomish County is the third most populous county in the state behind King and Pierce counties. The county encompasses approximately 2,100 square miles, of which 43%± (to the east) includes portions of the Mt. Baker-Snoqualmie National Forest and the Glacier Peak Wilderness Area. Most of the population is concentrated in the foothills of the Cascades and the Puget Sound lowlands.

The Puget Sound region has emerged as an area not only known for Boeing, but also as a global center for high technology. Seattle, the “Emerald City,” and the centerpiece of Puget Sound, continues to be ranked as one of the most desirable cities in which to live and do business. The region has a solid economic base, which continues to keep pace with growth in high-tech industries and with development throughout the Pacific Rim. However, with all the attention and growth come the typical problems of congestion, environmental contamination, and depletion of natural resources. Puget Sound, like most metropolitan areas, is squarely facing the challenge of striking a balance between economic growth and the preservation of its quality of life.

The Puget Sound basin is a major lowland area located between the Olympic and Cascade mountain ranges in northwest Washington State. The area is defined by the Puget Sound, a major inland body of saltwater lying between the two mountain ranges and connected to the Pacific Ocean via the Strait of Juan de Fuca. The Puget Sound basin incorporates four counties: King, Pierce, Snohomish, and Kitsap. The city of Seattle, recognized as the hub of the Puget Sound region, is located in King County on the east side of Puget Sound. Pierce County is adjacent to the south of King County; Snohomish County is adjacent to King County to the north; and Kitsap County is located directly west of King County across Puget Sound.

The Puget Sound region offers diverse economic opportunities and the best of social, governmental, and health services. The area also boasts a rich array of cultural, entertainment, and recreational opportunities. The city of Seattle has a professional ballet, opera, and symphony and several live theatrical companies. Public and private joint ventures were successful in constructing Safeco Field and Century Link Field providing new homes for professional baseball, football, and soccer teams which continue to shape the “SODO” neighborhood, south of Seattle’s Central Business District (CBD).

The varied topography of the region offers outdoor activities ranging from boating to snow skiing and other mountain sports. With Puget Sound as a centerpiece, the region is one of the premiere recreational boating areas in the country. Both the Cascade and Olympic Mountains offer countless recreational activities in settings ranging from rainforests to marine vistas to rugged volcanic peaks. Mount Rainier, a classically cone-shaped, dormant volcano, is a trademark visible throughout the Puget Sound region.

The region supports several state universities and colleges, and numerous private and community colleges. The University of Washington, founded in 1851 and located in Seattle,



is one of the largest universities on the West Coast. It is also one of the most highly respected and productive research centers in the country, garnering international attention for achievements in fields such as medicine and physics. Thirty percent of state residents 25 years or older hold a Bachelor' Degree or higher, ranking Washington State 11th in the nation for higher education.

Historically, the Puget Sound region has received a great deal of favorable publicity on a national level. Magazine, radio, and television stories have highlighted the vitality of the Northwest and its exceptional quality of life. For the last 20 years, the region experienced a large in-migration of business and population, the result of which has been tremendous growth and consequentially congestion and higher real estate prices. After a downturn in the local economy following the September 2001 tragedies, the region rebounded to pre-9/11 economic and employment numbers with solid growth in jobs, per capita income and retail sales. Most local forecasters predict another recovery from the recent recession at a pace similar to that of the nation.

Population

King, Pierce, Kitsap and Snohomish counties are the most populated counties within Washington State, as of April 2020, these counties contained 55%± of the state's total population. The region's annual population double-digit growth rate of the 1990's has cooled since the turn of the century. Driving this trend was a slowdown, then recession, in the region's economy primarily due to the burst of the tech bubble in early 2000 and subsequent job losses in the technology and aerospace sectors. Prior to 2000, about two-thirds of the state population growth came from persons moving to Washington— attracted by the state's good employment climate relative to nearby states and the nation as a whole. Since 2000, that number has fluctuated from between 39% in 2003 & 2010, 65% in 2006 & 2007 and a high of 76% for 2019 of net in-migration.

Population Growth

	2010	2015	2016	2017	2018	2019	2020	2021
King County	1,931,249	2,052,800	2,105,100	2,153,700	2,190,200	2,226,300	2,260,800	2,293,300
Snohomish County	713,335	757,600	772,860	789,400	805,120	818,700	830,500	844,400
Pierce County	795,225	830,120	844,490	859,400	872,220	888,300	900,700	917,100
Kitsap County	251,133	258,200	262,590	264,300	267,120	270,100	272,200	275,600

Source: Washington State Office of Financial Management, April 2021

Business and Economic Activity

Overview

The economic base of the state of Washington is anchored in lumber and wood products, aircraft manufacturing, high technology, agriculture, and marine-based industries. Puget Sound has also established itself as a major shipping and distribution center whose importance grows with the continued development of the Pacific Rim.



In the Puget Sound metropolitan area, aircraft manufacturing by the Boeing Company is most important, but is slowly becoming less of a factor, due to the diversification of the regional economy through an increase in high technology companies. Microsoft has grown to be just as important to Seattle employment as Boeing. In addition to Microsoft the region is also headquarters to several top U.S. companies, including Weyerhaeuser, Paccar, Burlington Resources, Nordstrom, Safeco, Starbucks, Alaska Airlines, and Costco Wholesale. There have also been some recent additions to the area in the form of internet-based companies, such as Amazon.com, Adobe, and Real Networks.

The Boeing Company

In the 1970s and 1980s, the economic well-being of the region rose and fell with swings at Boeing. During the past decade, this dependency has diminished. Even with the typically fluctuating employment at Boeing, the region's total employment rose steadily upward. This constant increase can mostly be attributed to the robust growth in high technology jobs. Overall, the region's economy remains somewhat linked to Boeing's fortunes, but substantially less so than in previous decades.

Though Boeing remains an important factor in the Puget Sound economy, significant changes in the health of Boeing's operations can still have a relatively large impact on the overall condition of the area, as exhibited by the layoffs that have occurred over the recent past. After the September 11th tragedy, sales of aircraft, and estimated future sales decreased dramatically. Boeing, in an attempt to balance their situation relocated their corporate headquarters to the business-friendly Chicago area and laid off 23,000 workers nationwide.

In an attempt to return jobs to the Seattle area, city and state leaders won the bid in 2007 to become the final assembly center for the new Boeing 787 wide-body jet. Boeing's long term - market outlook calls for obtaining 1/2 of the sales of the anticipated 20,000 new planes that will be built over the next two decades, or an average of 500 per year. The first 787 was scheduled to enter passenger service in May 2008; however, delays pushed the first delivery date to September 2011, achieving a production rate of 10 airplanes per month in late 2012. They report Washington State aerospace employment (including contract workers) to be about 81,000 as of December 2014.

High Technology

High technology companies have steadily grown to become the major economic factor over the past decade. Microsoft has grown to become the largest, and most well-known, high-tech company in the region. As of December 2014, they employ 41,664 in the Puget Sound area and continue to post gains in net revenue and net income in each of the past 10 years, except for 2009. Microsoft is nearly maximized their employment at the primary Redmond Headquarters and has leased 1.3 million square feet of space in two different buildings in Bellevue, which will house 4,000 employees.

Microsoft's influence in the area has brought a number of high-technology companies to the area. For the most part, all of these high-tech companies have formed "clusters" in the region, with the largest and most highly concentrated cluster located on the "Eastside." The Eastside is the area located east of Seattle and Lake Washington, and includes the cities of Redmond, Bellevue, Bothell, Kirkland, and Issaquah. While Seattle has the second largest amount, almost 80% of high-tech jobs can be found on the Eastside, with Redmond having the most of any city in the region.



Most biotech jobs are located near the University of Washington, and the Fred Hutchinson Cancer Research Center on Lake Union. The clustering of these companies can be attributed to the fact that newer startup businesses and competing companies want to be located near the University and research center in order to become part of their knowledge transfer network. In addition, locating in proximity to existing successful companies provides a startup with access to a highly skilled, trained workforce.

Employment

Two-thirds of the total jobs in the Puget Sound region are located in King County. Roughly one-half of King County's jobs are located in the city of Seattle. Continuing growth in the region has made the political lines separating the counties increasingly artificial. The labor force often travels from Pierce and Snohomish Counties across county lines to their place of employment; only slightly more than half the King County labor force actually resides in the county.

Historically on a statewide level, through 2008, the labor force and employment increased, in the face of fluctuating unemployment as is shown in the chart below. This trend reversed in 2009 as employment declined until a recovery began in 2012.

Labor Force and Unemployment, Washington 2000-2021				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2000	3,059,545	2,901,730	157,815	5.2%
2001	3,038,958	2,847,661	191,297	6.3%
2002	3,083,044	2,855,168	227,876	7.4%
2003	3,126,825	2,895,331	231,494	7.4%
2004	3,196,362	2,996,430	199,932	6.3%
2005	3,263,918	3,082,806	181,112	5.5%
2006	3,323,729	3,156,030	167,699	5.0%
2007	3,403,542	3,243,709	159,833	4.7%
2008	3,479,083	3,290,590	188,493	5.4%
2009	3,535,712	3,212,466	323,246	9.1%
2010	3,510,955	3,160,567	350,388	10.0%
2011	3,461,929	3,140,993	320,936	9.3%
2012	3,471,266	3,189,356	281,910	8.1%
2013	3,463,772	3,220,512	243,260	7.0%
2014	3,489,528	3,275,766	213,762	6.1%
2015	3,546,199	3,346,373	199,826	5.6%
2016	3,635,704	3,443,952	191,752	5.3%
2017	3,719,280	3,543,908	175,372	4.7%
2018	3,790,481	3,620,266	170,215	4.5%
2019	3,912,667	3,745,751	166,916	4.3%
2020	3,912,795	3,583,955	328,840	8.4%
2021 YTD	3,857,797	3,646,040	211,757	5.5%
Source: WA State Employment Security Department, July 2021, seasonally adjusted				



The Covid 19 pandemic has significantly impacted employment nationwide and in the State of Washington with forced shut-downs of many businesses. Washington State Employment Security Department reported that the unemployment rate began climbing in March with a rate of 5.1%. April 2020 peaked at a rate of 16.3%. The trend has been downward since, with a rate of 5.2% in May and June of 2021.

One cannot underestimate the local effect of military presence in our state. Joint Base Lewis-McChord employs more people than Microsoft and when combined with the Naval Shipyards in Bremerton exceeds even Boeing. It was reported that in 2009 Defense Spending in Washington was over \$13 billion. Local governments contribute significantly as well.

Washington State and the Puget Sound region specifically continue to draw business and labor here, perceived as a desirable place to live. Washington ranked No. 6 among a list of "The 10 States that will boom over the next 5 Years" in the November 2012 issue of Forbes, a ranking based on a study by the National Chamber Foundation. This is based on "strong aerospace and technology sectors and a vibrant export economy," according to Forbes. Other factors include productivity, livability, tax structure and regulatory burden, exports and trade and an atmosphere for fostering innovation. The magazine has previously ranked Washington as one of the five best states in America to do business.

Immigration/In-migration

An important contributor to growth in the Puget Sound is its advantage over California in affordability and quality of life. Puget Sound offered less expensive land and housing, and less congestion in a similar, if somewhat more rainy, West Coast setting. For the past two decades, an influx of Californians has fueled the region's escalating real estate market. As a result, while the high quality of life remains an attractive factor, land and housing prices have risen to the point that they provide an offset to that quality of life.

Despite the national economic upheaval, the region continues to experience in-migration from other parts of the United States, though at much lower rates. The area is perceived as having a labor surplus. In addition, these are for the most part highly skilled, computer savvy workers. People of all education levels perceive the region as one offering many employment opportunities. The lack of employment in Alaska and the Rocky Mountain and High Plains states has contributed to the area's population increases. The Puget Sound region has also seen significant immigration from several Asian, North American, and Central American nations.

Transportation

Growth in the Puget Sound region has resulted in the Seattle area becoming the most traffic-congested region in the nation. To alleviate congestion, the Regional Transit Authority (Sound Transit) was formed and has completed construction on the first segment of a high-capacity light rail transit system between downtown Seattle and Sea-Tac Airport while continuing to study long-range growth and transportation strategies for central Puget Sound. Major expansions and revisions are either proposed, underway, or completed on Interstate 405 (I-405), the primary north/south arterial serving the Eastside's high-tech corridor, as well as to the University of Washington, just north of downtown.

Sea-Tac International Airport's most recent report of statistics states it is the 16th busiest airport in the nation for passenger service. The airport is home to twenty-five scheduled passenger airlines that serve 75 non-stop domestic and 21 international destinations. In



order to accommodate the roughly 862 aircraft operations per day, the Port of Seattle continues with its 10-year, \$2 billion renovation project in order to help the airport better provide services into the next century. In addition to Sea-Tac, the region has jumbo-jet capable airports in south Seattle (Boeing Field) and Everett (Paine Field), both sites of significant Boeing activity.

The Port of Seattle and Port of Tacoma are major marine shipping facilities. Together the two ports represent the country's second largest load center for containerized cargo. In order to capture their share of the future container traffic, which is projected to grow by an average of 4.1% per year annually over the next 20 years, the two ports have completed major expansions which have consumed most of the land readily available. The Port of Seattle broke its cargo volume record in 2011 with more than 2.1 million TEU's (20-foot equivalent units) due in part to its "fee free" policy and ability to receive larger ships in port. This ranked them 6th in the country for TEU volume. Cargo handled at the Port of Seattle's seaport generates over 135,000 jobs for Washington and creates over \$2 billion in annual business revenue for the region.

Residential Market

Trends in single-family residential development vary among the Puget Sound counties depending on factors such as:

- Population (changes)
- Economic activity and employment centers
- Income levels
- Supply of developable land
- Infrastructure
- Permitting processes

Obviously, this is not an exhaustive list of relevant factors. However, the point to be made is that each county will grow in different ways based on specific criteria. Since the Puget Sound region is somewhat interdependent, it is logical that the smaller, less populous counties will react to factors affecting the King County market.

The Growth Management Act (GMA) has been in effect since the early 1990s to further protect the unique Pacific Northwest quality of life. The GMA directs the state's most populous and fastest growing counties and their cities to prepare comprehensive land use plans that anticipate growth and impact for a 20-year horizon. The GMA policies encourage dense development within defined urban growth areas, leaving outlying areas rural with the goal of reducing urban sprawl, protecting rural areas, and more efficiently providing roads, parks, and other services. Neighborhoods with existing infrastructure and available land will provide increasingly dense housing options. Alternatively, rural developments of large tracts (5-, 10-, and 20-acre homesites) have occurred increasingly in areas that cannot meet infrastructure requirements for more dense development under the GMA. This has a direct effect on residential growth and development.

Additional GMA guidelines require all jurisdictions to classify, designate, and regulate resource lands and critical areas. Regional citizens are also now faced with land development restrictions stemming from the creation of these more specific Critical Areas Ordinances, which consider wetlands, erosion, landslide, aquatic areas, and wildlife among others. These wide-ranging protections which define permitted uses, buffer areas and



setback requirements have affected businesses, developers, and homeowners alike, adding layers of study, permitting, and cost to the development process.

Snohomish and Pierce Counties continue to experience single-family development and construction at significantly lower price levels than King County according to data from the Northwest Multiple Listing Service. Over the past year, King County median home price rose 8.9%; prices increased 9.2% in Snohomish County, 8.7% in Pierce County and 0.8% in Kitsap County. The November 2015 median prices ranged from a high of \$479,000 in King County to a low of \$245,000 in Kitsap County.

Economic Forecast

Puget Sound Economic Forecaster utilizes a housing market index comprised of three indicators: closed home sales, average real home price and average time on the market. Between the first and second quarters of 2008, all 3 components worked to pull the composite index down, for the first time in several years. That drop marked the end of the regional housing bubble and confirmed that a recession was underway, followed by falling home prices, massive losses in the stock market and a sluggish increase in the Gross Domestic Product (GDP). Many economists now see mid-2009 as the low point of the recession, and indeed recent information shows U.S Gross Domestic Product (GDP) has advanced without interruption since mid-2009, albeit at rates less than 3%. However, employment actually fell in 2009 and 2010 before finally adding jobs in 2011 with unemployment slowly increasing into 2016. The Forecaster economists remain modestly optimistic in their national predictions of a slow and steady recovery of employment during the next few years.

Their long-term forecast for the Puget Sound employment growth averages 1.4% over the next 10-year period and 0.3% faster than the national rate. This is despite their assertion that neither Microsoft nor Boeing will contribute much to job creation, having already adjusted their local workforce to fit future needs. Many are cautiously optimistic as the employment level increases and unemployment rate declines over the next ten years.

Conclusion

The Puget Sound Region has experienced tremendous growth since the 1980s which has contributed to major congestion, inflated housing prices, and increased land use regulations to limit environmental deterioration. As in the 1990s and throughout the first decade of the new millennium, the challenge for the region continues to be creating a balance that will allow growth in industry while preserving the natural amenities that attracted many here in the first place. Increasingly, the various Puget Sound governments are agreeing to regional planning in order to confront the area's problems, particularly with regard to environmental and transportation issues.



Neighborhood Description

Overview

The City of Lake Stevens is located around the lake bearing its name. The area was first settled in 1886 on a 160-acre homestead along the east shore of the lake although a large timber mill, built by the Rucker Brothers Timber Company in 1907, in the north cove of the lake is credited with the establishment of the city at its current location. From the 1920s to the 1950s, Lake Stevens was primarily a resort community, with many public and private beaches scattered around the shore. In 1960 Lake Stevens incorporated as a city with a population of 900. By 2000 the city had grown to a population of 6,361 in approximately 1.8 square miles, changing in character to more of a suburban community with Lake Stevens as a focal point. The entire Lake Stevens UGA had a population of 24,432 in 2000 and the city has projected this population to exceed 46,000 persons by 2035. On January 12, 2006, the city gained state approval to annex over 850 acres of land directly west of the city limits on the northwest shore of the lake and east of State Route 9. The North Lake annexation nearly doubled the geographic size of the city. Overall, between 2000 and mid-2014, the city had annexed more than 5 square miles, quadrupling its size. In 2000, Lake Stevens was the 12th-largest city in the county with 6,361 people and by 2010 it became the fifth-largest and has maintained that rank with a 2021 population of 35,460.

Geographically the city is about 5.5 miles east of the city of Everett, about 30 miles north of downtown Seattle, and about 50 miles north of Tacoma. The area has good access to Interstate 5, the main regional transportation corridor, via State Highway 2. State Highway 2 (also known as the Stevens Pass Highway) is also the main connector to the towns of Snohomish and Monroe to the southeast and to Stevens Pass over the Cascade Mountains. State Route 9 is the main north/south connector to Marysville and Arlington to the north along with Woodinville and Bothell to the south. State Route 92 leads northeast to Granite Falls. The immediate market area is the 20th Street SE corridor subarea plan, encompassing 845± acres in the southern portion of the City and is roughly divided into quadrants by the 20th Street SE and SR-9 intersection.

The subject property is in the southern portion of the city, along 20th Street SE. Zoning south of 20th St SE is Commercial District (CD) and a mix of CD and residential on the north side. A Costco Wholesale warehouse is proposed for the southwest corner of SR 9 and 20th St SE. Current site plans show access to the development from 91st Ave SE on the west and 24th St SE on the south with a new roundabout at SR 9 and 24th St SE. The proposed project encompasses 37± acres with a 165,266 SF warehouse, 802 parking stalls and a fuel station.

At the northeast corner of 79th Avenue SE and 20th Street SE is a recently developed commercial site known as the Trestle Station. The property consists of a 10,000-square foot convenience store with 16 fuel dispensers, expresso stand, car wash, and a 6,730-square foot retail strip center designed for up to five tenants. South of 20th Street SE is Cavalero Hill Park, which encompasses approximately 35 acres. Current improvements include a gravel parking area, a 3-acre off leash dog area and a quarter-acre shy off leash dog area. The majority of the site is grassy meadow with a forested area concentrated in the southwestern corner. Snohomish County plans for the park to include a variety of amenities such as open play areas, ball fields, sports courts, playgrounds, walking trails, picnic facilities, and interpretive signs. Access to the greater market area is good, with 20th Street SE merging with the Highway 2 Trestle approximately one-half mile west of the subject and an Interstate 5 intersection situated approximately 3 miles west.



Population

Below is a summary of population growth for Lake Stevens and surrounding municipalities.

Population Trends

	2010	2015	2016	2017	2018	2019	2020	2021
Everett	103,019	105,800	108,300	109,800	111,200	111,800	112,700	114,700
Arlington	17,926	18,490	18,620	18,690	19,300	19,740	20,600	21,710
Lake Stevens	28,069	29,900	30,900	31,740	32,570	33,080	34,150	35,460
Marysville	60,020	64,140	64,940	65,900	67,040	67,820	69,180	70,040
Monroe	17,304	17,620	18,120	18,350	18,860	19,250	19,800	19,990
Snohomish	9,098	9,385	9,625	10,010	10,150	10,200	10,240	10,340
Snohomish County	713,335	757,600	772,860	789,400	805,120	818,700	830,500	844,400

Source: Washington State Office of Financial Management, April 2021

Conclusion

In conclusion, the subject is located in a desirable area with a growing and stable economy. Continued retail development in the vicinity of 20th St SE, SR 9 and SR 204 together with expanding housing in the Lake Stevens area is expected to result in an upward trend for property values in the vicinity.



Site Data

Description of the Subject Property

Site

The subject larger parcel, as previously discussed, consists of 11,049 SF or 0.25 acres of land. The tract is located at the southwest corner of 20th St SE and 91st Ave SE, Lake Stevens, Washington. The subject site is generally rectangular in shape.

Topography

The property slopes downward to the south and is below street grade.

Access

The subject property has 85 lineal feet of frontage on 20th St SE and 130± feet on 91st Ave SE. Access is from 91st Ave SE right of way.

Sensitive Areas

The subject property is designated a Zone X, area of minimal flood hazard by Federal Emergency Management Agency (FEMA) Map Number 53061C 1055 G, effective date June 19, 2020. No wetland information was provided. The appraisers reserve the right to revise the herein value conclusions upon receipt of any wetland data or delineation.

Utilities

The site has electrical, telephone, public water and sanitary sewer service available at the property boundary.

Zoning

The subject property is zoned CD, commercial district according to the City of Lake Stevens Zoning Code. The purpose of the CD zone is to accommodate high intensity retail needs of the community and regional market with a mix of large to small format retail stores and restaurants. Permitted uses include retail trade, food services, finance/insurance, health care services, personal services, professional services, warehousing and mixed use multifamily units where the majority are located above commercial uses. Below is a table of development standards for the CD zoning designation.

Standard	CD
Minimum lot area	None
Setback front	5 feet
Setback rear	10 feet
Setback side	10 feet
Minimum landscape buffer	5 feet
Minimum 1 st floor height	15 feet
Maximum building height	55 feet



Easements and Encumbrances

No title report was provided. The site is used as a pump station facility. Review of available public records revealed no unusual easements or encumbrances that would adversely affect market value of the subject larger parcel.

Assessed Value and Real Estate Taxes

Below is the current assessed value and tax burden for the subject property.

Assessed Value and Taxes

Tax Parcel	Land	Improvements	Total	2021 Tax
004570-000-020-02	\$162,900	\$1,200	\$164,100	\$610.35

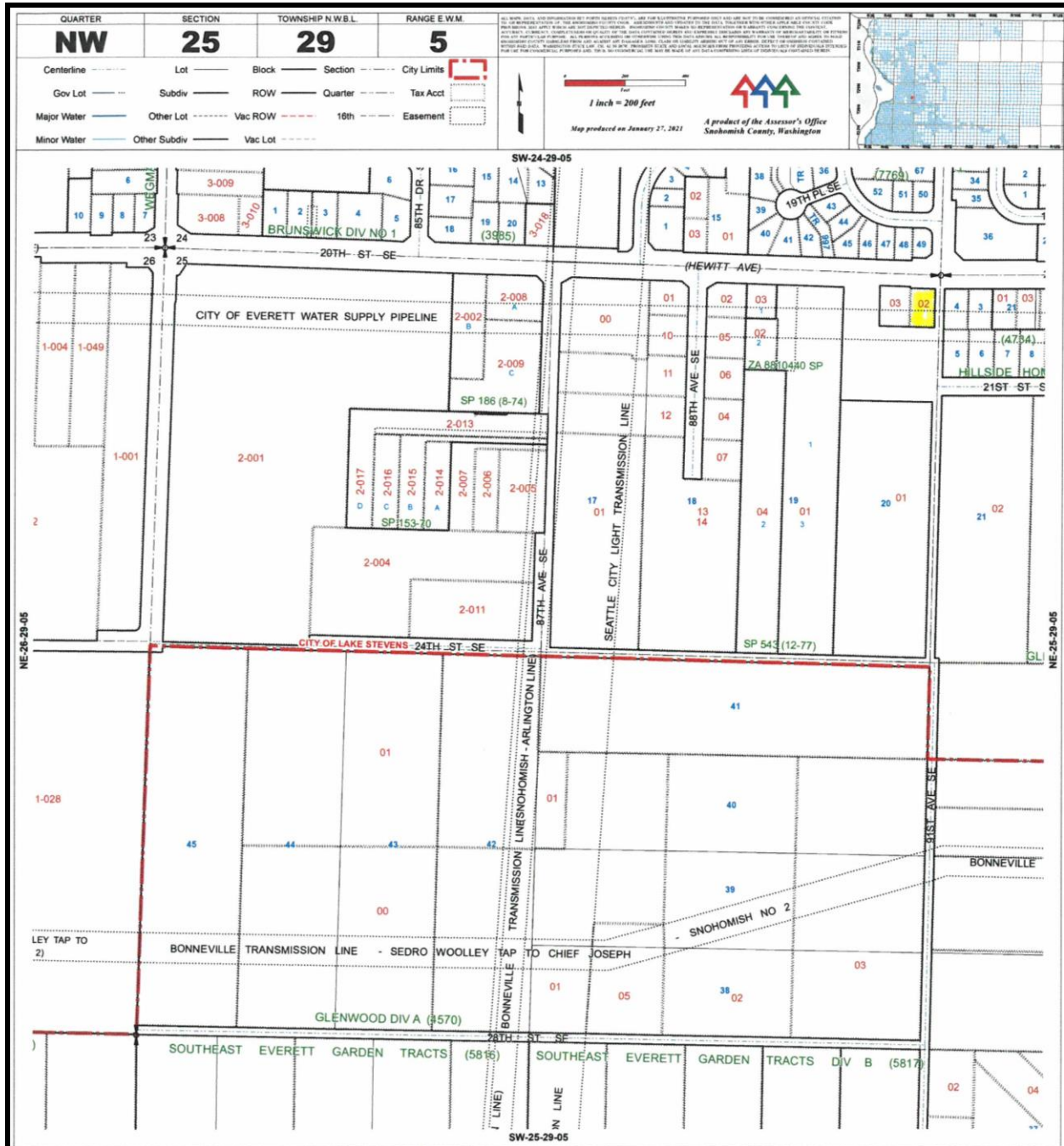
Site Improvements

The site has some graveled area for access and parking. The site improvements are not affected by the proposed acquisition and therefore not analyzed in this appraisal report.

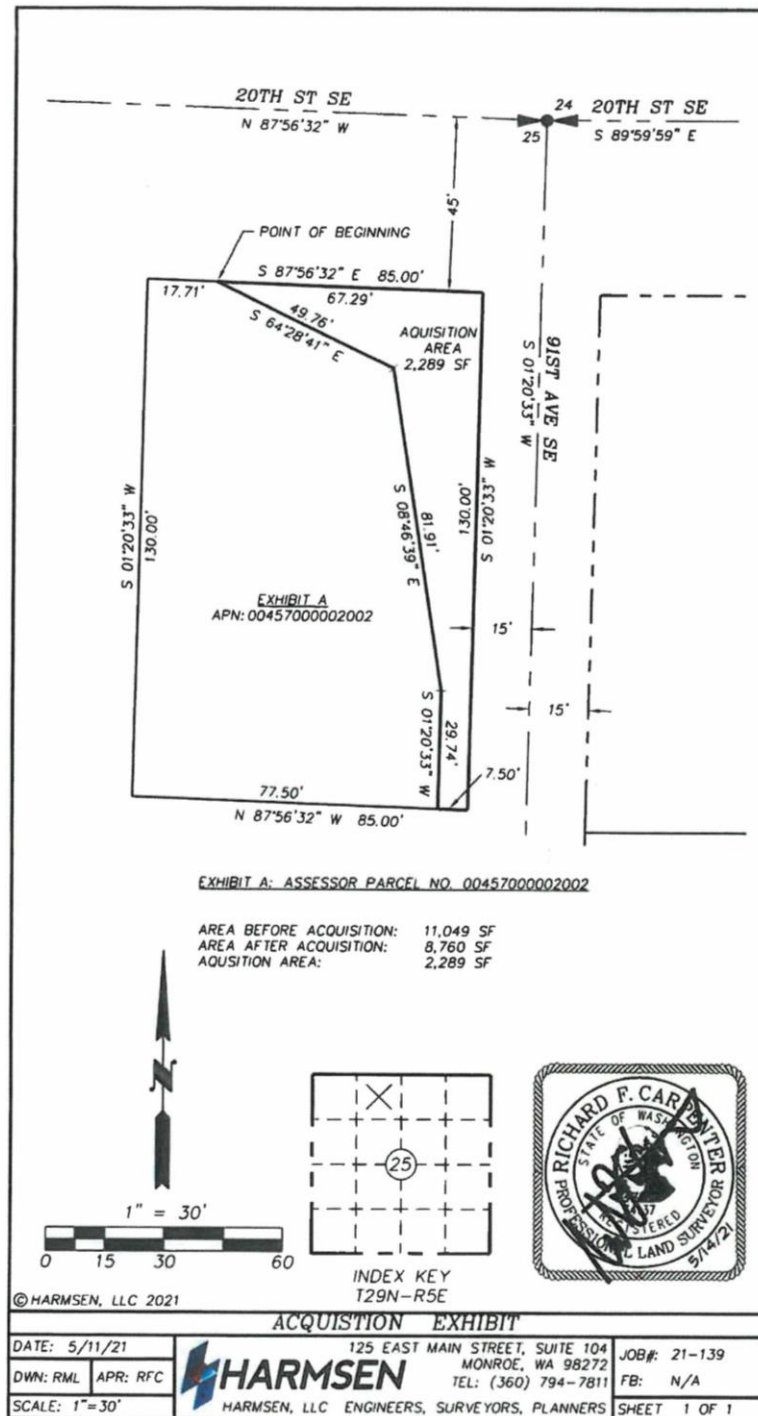
Building Improvements

Improved with a small wood frame structure that is not affected by the acquisition and therefore excluded in this analysis. The building has recently been enclosed with masonry panels.

PLAT MAP



Acquisition Plan



Acquisition Legal

**'EXHIBIT "A"
PARCEL LEGAL DESCRIPTION**

PER STATUTORY WARRANTY DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2006138

THAT PORTION OF LOT 20, FLAT OF GLENWOOD DIV. "A" ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, ON PAGE 46, RECORDS OF SNOHOMISH COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTH ALONG THE EAST LINE OF LOT 20, 145 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 20, 100 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF LOT 20, 145 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING, LESS ROADS.

EXCEPT THE FOLLOWING;

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 486165

THE EAST 15.00 FEET OF LOT 20 IN THE PLAT OF GLENWOOD DIVISION A

PER QUICK CLAIM DEED, SNOHOMISH COUNTY AUDITOR'S FILE NO. 2147411

THE NORTH 15.00 FEET OF THE EAST 100.00 FEET OF LOT 20, PLAT OF GLENWOOD DIVISION "A", AS RECORDED IN VOLUME 7, PAGE 48, RECORDS OF SNOHOMISH COUNTY AUDITOR, SECTION 25, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOTAL AREA = 11,049 SF

LEGAL DESCRIPTION FOR AREA OF ACQUISITION

ALL THAT PORTION OF THE PARCEL AS DESCRIBED IN "EXHIBIT A" LYING EAST OF THE FOLLOWING DESCRIBED LINE;
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE SOUTH 87°56'32" EAST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 17.71 FEET TO THE POINT OF BEGINNING OF SAID LINE;
THENCE LEAVING SAID NORTH LINE, SOUTH 64°28'41" EAST A DISTANCE OF 49.76' FEET;
THENCE SOUTH 08°46'39" EAST A DISTANCE OF 81.97 FEET;
THENCE SOUTH 01°20'33" WEST A DISTANCE OF 29.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL BEARS SOUTH 87°56'32" EAST A DISTANCE OF 7.50 FEET SAID POINT BEING THE TERMINUS OF SAID LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

TOTAL AREA = 2,289 SF



Subject Property Photographs



1. Westerly view along 20th St SE.



2. Looking south along 91st Ave SE.

Subject Property Photographs



3. -Looking north along 91st Ave SE toward 20th St SE.



4. View of building structure.



Highest and Best Use

Highest and best use is defined as: ¹

The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future

A determination of highest and best use is guided by the following parameters: 1) physically possible; 2) legally permissible; 3) financially feasible; and 4) must result in the highest value.

Physically possible uses require an analysis of both the improvements (existing or proposed), as well as the underlying land. Size, topography, shape, access, soil conditions, wetlands, and utilities are all factors that can affect the development potential of a given site. With regard to the improvements, obviously, it must be physically possible to construct a building before it can be considered the highest and best use.

Legally permitted uses are those which fall within current zoning laws and are permitted by all agencies having jurisdiction. These may include federal, state, and local laws; zoning; easements and deed restrictions; as well as the possibility for reasonable zoning changes and variances.

The *financially feasible* category analyzes those uses that are physically possible, legally permitted, and which provide an adequate investor return. For income properties, this return is measured monetarily, while non-income-producing properties provide a somewhat less tangible measure of return. Risk is a primary determinant in the assessment of adequate return.

Finally, the uses satisfying all of the above criteria can be analyzed. The one use providing the highest return is considered maximally productive, and thus, the highest and best use.

As Vacant

Physically Possible. The 11,049 SF (0.25-acre) larger parcel is rectangular in shape with a downward slope to the south boundary. The site is well below grade of its street frontages. Access is average with 85± LF of frontage on 20th St SE and 130± feet along 91st Ave SE. Utility services of electricity, telephone, public water and sanitary sewer are available at the property boundary. The site is improved with a building containing a pump station facility.

Legally Permissible. The site is zoned CD by the City of Lake Stevens Zoning Code. The zone accommodates high-intensity retail needs of the community and regional market. Permitted uses include a variety of commercial retail and service uses.

Financially Feasible/Maximally Productive. The maximally productive use is that use producing the highest residual land value. Physical and legally allowed uses are for commercial development. Surrounding development is currently single family residential homesites and vacant land. The site has fair access with good frontage and available utilities. The larger parcel has been developed as a pump station facility. A proposed Costco

¹ From *The Uniform Appraisal Standards for Federal Land Acquisitions*, 2016



Warehouse facility is to be located just to the east of the subject site. Based on surrounding uses, zoning and market demand, the maximally productive use of the subject site is concluded to be for commercial development.

As Improved

The subject larger parcel has a public agency building improvement which is not reflective of highest and best use of the underlying land. Therefore, existing improvements are considered to have an interim contribution value.



Property Valuation

Valuation-Before Acquisition

The scope of the assignment is to estimate the market value of the subject property before and after acquisition of fee simple property rights for street construction.

Approaches Used in the Valuation Process – The valuation is obtained by the proper use of three different approaches to the value conclusion: the Cost Approach, the Income Approach, and the Sales Comparison Approach. These three approaches are different in character but, related somewhat in the known facts they require to arrive at an opinion of value from each. The final conclusion of value is derived through a correlation process in which the appraiser weighs one approach against the other to determine the relative merits of each before coming to a conclusion.

The Cost Approach to Value is the process of first determining the value of the subject land, to which is added the replacement cost new of the structure, less depreciation and the cost of land improvements. The sum of the costs is the indication of value by the Cost Approach. The subject property has no building improvements; therefore, the Cost Approach is not used.

The Income Approach to Value involves the estimation of a gross economic rental, which is then processed by subtracting an estimated vacancy and credit loss and operating expenses to obtain an estimated net operating income. The net operating income is then capitalized into a value conclusion by the appropriate capitalization rate derived from the market. Land is not typically purchased based on its ability to generate an income stream. Therefore, the Income Approach is not relevant and not utilized.

The Sales Comparison Approach to Value is a comparative technique which utilizes sales of comparable properties and analyzes them to determine an applicable sale price per unit to apply to the subject's underlying land. In this case, the subject will be analyzed on a price per square foot basis.

Final Correlation and Conclusion of Value the various indications of value from the approaches are analyzed as to how they relate to one another, as well as to the market. The approach or approaches most appropriate are given the most consideration in arriving at a final opinion of value.



Site Valuation

Property is typically purchased on a per unit basis. Commercial land is typically compared on a per square foot basis. Comparable sales are adjusted for variation in market conditions, location, size, useable area, zoning, topography and utilities. Based on the concluded highest and best use, we have analyzed a series of sales that reflect the market for the subject property. All sales considered comparable to the subject were utilized.

Comparable Land Sales Tabulation						
Sale No.	Location	Sale Date	Sale Price	Zone	Land Area-SF	Price per SF
Subj	SWC 20th St SE & 91st Av SE, Lake Stevens	NA	NA	CD	11,049	NA
1	225 Cedar Ave, Snohomish	1/29/20	\$235,000	P	7,841	\$29.97
2	9706 20th St SE, Lake Stevens	9/10/19	\$290,000	CD	25,700	\$11.28
3	4003-4011 172nd St NE, Arlington	9/17/20	\$3,189,830	HC	91,040	\$35.04
4	3600 156th St NE, Marysville	5/16/19	\$3,054,000	GC	152,896	\$19.97
5	3000 164th St NE, Marysville	5/20/19	\$2,300,000	GC	113,692	\$20.23

The following discussion of sales relates to the comparables presented in the above chart.

Comparable 1 is the January 2020 purchase of a level 7,841 SF site on the east side of Cedar Avenue, north of 2nd Street and the Snohomish historic business district. Zoning PD-C, a Pilchuck District Center designation which allows a broad range of commercial and residential uses. The site was vacant when it sold in January 2020 and owner is developing a 4-unit townhome project. The transaction did not include any entitlements. All utility services are available.

Comparable 2 is the September 2019 purchase of commercial zoned land located east of SR 9. Improved with a 1,140 sf single family residence built in 1930. Improvement contributes interim value estimated at \$100,000. Land residual is \$290,000 or \$11.28/SF. The site slopes downward to the south from street grade. All utility services are available.

Comparable 3 is a September 2020 sale of 2.09 acres on north side of 172nd St NE for retail development. A 37,407 SF medical facility is proposed (United Healthcare), to be under a 15-year lease. A multi-family structure is under construction on the north side of the site.

Comparable 4 is a May 2019 purchase of 3.51 acres at the southeast corner of Smokey Pt Blvd and 156th St NE. Located east of I-5 overpass and future freeway interchange. A



119,510 sf, 3-story mini-storage structure has since been built. Easterly 66%± of site has been filled with the westerly portion of site vacant and used for storm water.

Comparable 5 is the May 2019 sale of a long narrow tract containing 2.61 acres. Located at the southwest corner of Twin Lakes Avenue and 164th St NE, south of Lakewood Crossing retail development. An owner user office building has since been completed.

Discussion of Adjustments

Unadjusted sale prices range from \$11.28/SF to \$35.04/SF. In comparison to the subject, the sales have been adjusted for differences in market conditions, location, and a variety of physical characteristics. Certain adjustments will be discussed in additional detail in this section. The first category of adjustments includes market conditions (time), financing, and issues relating to the interests purchased. The subsequent category of adjustments reflects the physical features and locational differences.

Rights Conveyed relates to the actual interests transferred. All of the comparable sales include fee simple rights and no adjustments are necessary.

Conditions of Sale reflect adjustments for sales, which occurred under unusual and specific conditions. This category is different than the adjustment for time, which will be dealt with subsequently. No adjustment is made for conditions of sale.

Financing adjustments are necessary for sales that were financed with atypical terms. This includes seller financing with non-market interest rates or abnormal down payment levels; the theory being that a comparable figure for use in appraisal analysis should reflect a cash equivalent price, or a price that is in line with existing market terms at the time of sale. No adjustments are necessary.

In terms of adjustment support for time (market conditions), we have reviewed the market and found that paired sales activity is limited. Average and median sale price trends of residential sales in the 760 Northeast Snohomish County area (includes Lake Stevens) were analyzed based on data from the Northwest Multiple Listing Service. The monthly sales data is contained in the Addenda. The results summarized below are from January 2018 to July 2021 (most current available).

Average Sale Price	
1/2018 - 7/2021	1.38%
Median Sale Price	
1/2018 - 7/2021	1.59%

The monthly upward trend is relatively similar. It is recognized that commercial land sales have increased at a lower rate than the robust residential market. A conservative estimate for a date of sale adjustment is concluded at 0.70% per month. All the sales are older transactions and are adjusted upward for inferior market time.



Physical characteristics, including differences in the location, size, intensity of use, and zoning or land use issues, are now discussed. Market data is not adequate to support quantitative adjustments; therefore, qualitative adjustments are necessary and reflected in the chart as follows:

Location:	Factors in the location equation include the subject's regional access and proximity to major employment centers and commercial services. The subject property is situated in southern Lake Stevens on a major arterial. The comparable sales are located near primary arterials and considered similar to the subject site. No adjustment for location is considered necessary.
Size:	The site size adjustment is based on the larger parcel size of 11,049 SF of land area. Typically, if all other factors are similar, a larger site will sell for less on a per unit basis. Sales 2, 3, 4 and 5 are significantly larger and rated inferior. Sale 1 is relatively similar in size and no adjustment is made.
Site Quality:	This adjustment considers the topography, shape and sensitive area impact, which combine to affect the overall site utility. The rectangular shaped larger parcel has significant sloping topography with no delineated wetlands. Sale 2 has similar topography with no adjustment made. The remaining sales are superior for relatively level topography.
Amenities:	This adjustment is made for any perceived amenities, including views, waterfrontage, privacy, and atmosphere of the neighborhood. This also considers nuisances to the property (traffic noise, powerlines, etc.) that can negatively affect value. This can be a very subjective adjustment and is based on the appraiser's opinion of the amenity quality. The comparable sales are rated similar with no adjustment made.
Zoning/Entitlements:	This adjustment reflects the differences in zoning and entitlements, as properties with higher density or more intense allowable uses typically sell for higher values. Sale 1 with its mixed use designation is rated superior. The remaining sales are considered similar.
Access/utilities:	This adjustment considers visibility, quality of road access, utilities and general infrastructure available at a property. The comparable sales are considered similar to the subject for available utilities and access.



Following is a grid summarizing adjustment of the sales as compared to the subject property.

Comparable Land Sales Adjustment Summary						
Sale No.	Subj	1	2	3	4	5
Sale Date	NA	01/20	09/19	09/20	05/19	05/19
Sale Price	NA	\$235,000	\$290,000	\$3,189,830	\$3,054,000	\$2,300,000
Price/SF	NA	\$29.97	\$11.28	\$35.04	\$19.97	\$20.23
Property rights	fee simple	fee simple	fee simple	fee simple	fee simple	fee simple
Financing terms	NA	similar	similar	similar	similar	similar
Sale conditions	NA	similar	similar	similar	similar	similar
Market conditions-mos	NA	17	22	9	25	25
Adjustment		<u>\$3.57</u>	<u>\$1.74</u>	<u>\$2.21</u>	<u>\$3.50</u>	<u>\$3.54</u>
Adjusted sale price		\$33.54	\$13.02	\$37.25	\$23.47	\$23.77
Location	Avg	similar	similar	superior	similar	similar
Site size	11,049	similar	inferior	inferior	inferior	inferior
Site quality	Avg	superior	similar	superior	superior	superior
Amenities	Avg	similar	similar	similar	similar	similar
Zoning/entitlements	CD	superior	similar	similar	similar	similar
Access/utilities	Avg	similar	similar	similar	similar	similar
Overall Adjustment		superior	inferior	superior	similar	similar

Conclusion of Land Value Before Acquisition

The comparable sales adequately bracket a market value range for subject land area. Adjusted value range is \$13.02/SF to \$37.25/SF after a quantitative adjustment for date of sale. Qualitative adjustments resulted in Sale 2 rated as inferior to the subject land area. Sales 1 and 3 are rated superior and Sales 4 and 5 as similar. Emphasis is placed on Sale 2 for proximity and similar physical characteristics. Therefore, most probable market value of the larger parcel is concluded near the low end of the range or \$14.00/SF.

Market value of the subject land area before acquisition is summarized below.

11,049 SF @ \$14.00/SF
Total market value before acquisition

\$154,686
® **\$155,000**



Valuation-After Acquisition

The subject property after acquisition has 8,760 SF of land area. The site has 130± feet of frontage on 91st Ave SE with development assumed to be completed. Neighborhood and zoning influences on the remaining land area are the same as in the before situation. Highest and best use of the remainder is unchanged from utility of use as a commercial tract.

The same comparable land sales are used in the after situation. All characteristics of comparison are similar and result in similar adjustments. The value conclusion for the remaining subject land area is unchanged and shown below.

8,760SF @ \$14.00/SF..... **(R) \$123,000**

Summary and Recapitulation

Based on the preceding discussion and in consideration of property rights to be acquired, below is a summary of market value before and after acquisition of specified property rights.

Market Value Before Acquisition	\$155,000
Market Value After Acquisition	<u>\$123,000</u>
Difference	\$32,000



Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. ABS Valuation will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of ABS Valuation is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.



10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of ABS Valuation and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by ABS Valuation.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the



client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of



building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.
28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.



33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
35. You and ABS Valuation both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If ABS Valuation and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against ABS Valuation or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by ABS Valuation for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. ABS Valuation shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of ABS Valuation. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold ABS Valuation and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold ABS Valuation harmless from and against any liability, loss, cost, or expense incurred or suffered by ABS Valuation in such action, regardless of its outcome.
37. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.



Certification

I, the undersigned, do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report and upon which the opinions herein are based are true and correct
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions
- I have no interest, either present or prospective in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the subject property, or to the parties involved.
- My engagement in this assignment was in no way contingent upon developing or reporting predetermined results, nor was it based on a requested minimum valuation, a specific value, or the approval of a loan
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal
- My analyses, opinions, and conclusions were developed in conformity with requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs (The Uniform Act).
- I have not performed valuation, consulting or any other services on the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have made a personal inspection of the subject property, and the owner or owner's representative was given the opportunity to accompany the appraiser on the property inspection
- No one provided significant real property appraisal assistance to the person signing this certification, with the exception of the person(s) shown on additional certification(s), if enclosed.
- This report was prepared in compliance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute
- Use of this report is subject to the Appraisal Institute's right to review the appraisal report
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute for Practicing Affiliates
- In my opinion, the market value of the subject property is:

Market Value Before Acquisition	\$155,000
Market Value After Acquisition	<u>\$123,000</u>
Difference	\$32,000

Date of Value: July 13, 2021

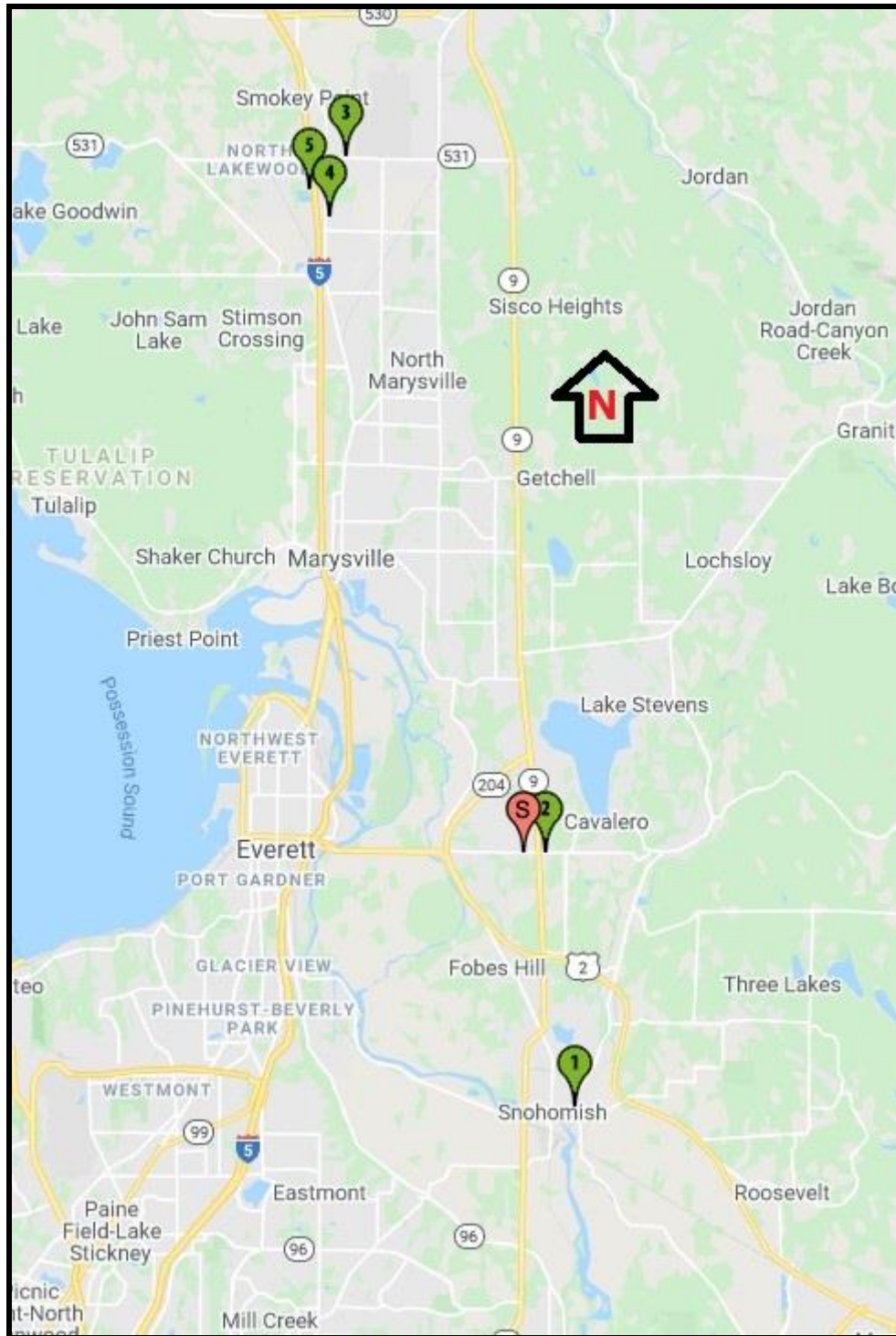
Jim E. Dodge, Senior Associate Appraiser
WA State Certified- General Appraiser No. 1100557



Addenda

Comparable Property Information
NWMLS Market Trend Data
Qualifications
Report of Contact with Owner

Comparable Property Information

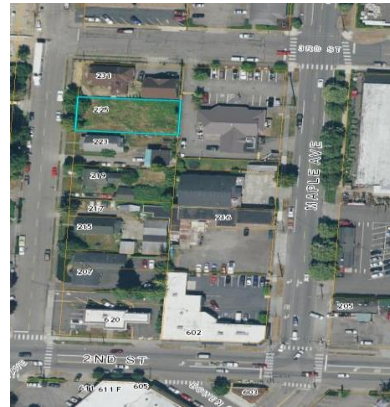


Comparable Land Sales Map

LAND SALE NO. 1



225 Cedar Avenue, Snohomish



225 Cedar Ave

Property Identification

Property ID	10991462
Property Type	Multi-Family Land
Property Name	7,680 SF mixed use zoned site along Cedar Avenue
Address	225 Cedar Avenue
City, State Zip	Snohomish, Washington 98290
County	Snohomish
Location Description	East side of Cedar Ave, 60 feet south of 3rd Street.
Section, Township, Range	NW18-T28N-R06E
Tax ID	004440-002-010-00
Latitude and Longitude	47.913926 - 122.089927

Sale Data

Seller	Jeffrey P. Gilpin
Buyer	L'Entreprise, LLC
Sale Date	01-29-2020
Recording Date	01-31-2020
Sale Price	\$235,000
Analysis Price	\$235,000
Deed Type	Statutory Warranty Deed
Recording No.	202001310564
Property Rights Transferred	Fee Simple
Market Time	81 days
Financing	Cash to seller.
Conditions of Sale	Arm's Length
Verified By	Jim Dodge
Verification With	Ray Cook, agent
Verification Date	11-09-2020

Sale Remarks

Listed in October 2019 for \$295,000 (reduced to \$259,000) and 81 days on market. The buyer is developing a 4-unit townhome project.



Land Data

Land Size	0.18 acres or 7,841 SF
Usable Land Percent & Description	100.0%
Topography	Level
Front Footage	60.0 feet along Cedar Avenue
Depth (Feet)	128.00
Utilities	All available
Access	Cedar Avenue
Shape	Generally Rectangular
Grade	At street grade
Access	Cedar Avenue
In Flood Plain?	No, 53061C 1062G 06-19-2020
Zoning Code	PD-C, Pilchuck District-Center, City of Snohomish
Parcel Type	Mid-Block

Indicators

Analysis Price/Gross Acre	\$1,302,372 per Acre
Analysis Price/Gross SF	\$29.97 per SF
Analysis Price/Unit	\$58,750
Analysis Price/Front Foot	\$3,916.67

Property Remarks

Level 7,841 SF site on the east side of Cedar Avenue, north of 2nd Street and the Snohomish historic business district. Zoning PD-C, a Pilchuck District Center designation which allows a broad range of commercial and residential uses. The site was vacant when it sold in January 2020 and owner is developing a 4-unit townhome project.

Comp ID No. 10991462

LAND SALE NO. 2



9706 20th St SE



9706 20th St SE

Property Identification

Property ID	10992678
Property Type	Commercial Land
Property Name	Commercial land
Address	9706 20th St SE
City, State Zip	Lake Stevens, Washington 98258
County	Snohomish
Location Description	South side of 20th St SE, 345 feet east of SR 9.
Section, Township, Range	25-29-5
Tax ID	004570-000-027-00
Latitude and Longitude	47.977795 - 122.100920

Sale Data

Seller	Jennifer Vierling
Buyer	Harkanwaljit Singh Sandhu
Sale Date	09-05-2019
Recording Date	09-10-2019
Sale Price	\$390,000
Analysis Price	\$390,000
Deed Type	Statutory Warranty Deed
Recording No.	201909100512
Property Rights Transferred	Fee Simple
Market Time	31 days
Verified By	Jim Dodge
Verification With	Daniel Rike, agent
Verification Date	07-13-2021



Land Data

Land Size	0.59 acres or 25,700 SF
Topography	Mostly level
Front Footage	160.00 feet on five lane 20th St SE
Utilities	All available
Access	20th St SE
Shape	Generally Rectangular
Grade	At or below street grade
Access	20th St SE
In Flood Plain?	No
Zoning Code	CD, Commercial District, City of Lake Stevens

Indicators

Analysis Price/Gross Acre	\$661,017 per Acre
Analysis Price/Gross SF	\$15.18 per SF
Analysis Price/Front Foot	\$2,437.50

Property Remarks

Commercial land located east of SR 9. Improved with a 1,140 sf single family residence built in 1930. Improvement contributes interim value estimated at \$100,000. Land residual is \$290,000 or \$11.28/SF.

Comp ID No. 10992678

LAND SALE NO. 3



4003-4011 172nd St NE



4003-4011 172nd St NE

Property Identification

Property ID	10991958
Property Type	Commercial Land
Property Name	Commercial land
Address	4003-4011 172nd St NE
City, State Zip	Smokey Point, Washington 98223
County	Snohomish
Location Description	Northeast corner of 172nd St NE and 40th Ave NE.
Section, Township, Range	21-31-5
Tax ID	310521-003-065-00, 310521-003-066-00 & 310521-003-067-00
Latitude and Longitude	48.152834 - 122.175824

Sale Data

Seller	Baker-Mor, LLC
Buyer	Markdev-Smokey Point, LLC
Sale Date	09-15-2020
Recording Date	09-17-2020
Sale Price	\$3,189,830
Analysis Price	\$3,189,830
Deed Type	Statutory Warranty Deed
Recording No.	202009170335
Property Rights Transferred	Fee Simple
Market Time	554 days
Verified By	Jim Dodge
Verification With	Jon Bockman, agent
Verification Date	03-02-2021



Land Data

Land Size	2.09 acres or 91,040 SF
Topography	Mostly level
Front Footage	360.00 feet on 172nd St NE (SR 531)
Utilities	All available
Access	172nd St NE
Shape	Generally Rectangular
Grade	At street grade
Access	172nd St NE
In Flood Plain?	No
Zoning Code	HC, Highway Commercial, City of Arlington

Indicators

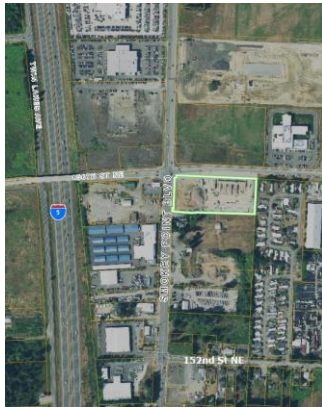
Analysis Price/Gross Acre	\$1,526,234 per Acre
Analysis Price/Gross SF	\$35.04 per SF
Analysis Price/Front Foot	\$8,860.64

Property Remarks

Sale of 2.09 acres on north side of 172nd St NE for retail development. A 37,407 SF medical facility is proposed (United Healthcare), to be under a 15-year lease. A multi-family structure is under construction on the north side of the site.

Comp ID No. 10991958

LAND SALE NO. 4



3600 156th St NE



3600 156th St NE

Property Identification

Property ID	10992003
Property Type	Commercial Land
Property Name	Mini-storage site
Address	3600 156th St NE
City, State Zip	Marysville, Washington 98271
County	Snohomish
Location Description	Southeast corner of Smokey Pt Blvd and 156th St NE.
Section, Township, Range	33-31-5
Tax ID	310533-002-008-00
Latitude and Longitude	48.137675 - 122.182027

Sale Data

Seller	Bannan-50%, Hecla-50%
Buyer	WA Marysville Self Storage, LLC
Sale Date	05-15-2019
Recording Date	05-16-2019
Sale Price	\$3,054,500
Analysis Price	\$3,054,500
Deed Type	Statutory Warranty Deed
Recording No.	201905160343
Property Rights Transferred	Fee Simple
Market Time	593 days
Verified By	Jim Dodge
Verification With	Joel Hylback, agent
Verification Date	03-09-2021



Land Data

Land Size	3.51 acres or 152,896 SF
Topography	Mostly level
Front Footage	250.00 feet on Smokey Point Boulevard
Utilities	All available
Access	156th St NE
Shape	Generally Rectangular
Grade	At street grade
Access	156th St NE
In Flood Plain?	No
Zoning Code	GC, General Commercial, City of Marysville
Parcel Type	Corner

Indicators

Analysis Price/Gross Acre	\$870,228 per Acre
Analysis Price/Gross SF	\$19.98 per SF
Analysis Price/Front Foot	\$12,218.00

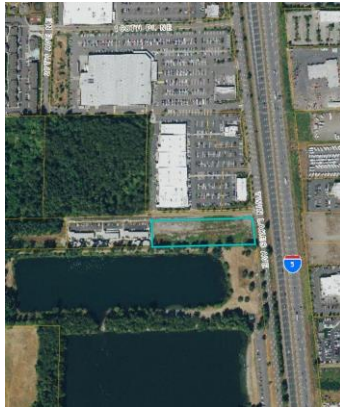
Property Remarks

Purchase of 3.51 acres at the southeast corner of Smokey Pt Blvd and 156th St NE. Located east of I-5 overpass and future freeway interchange. A 119,510 sf, 3-story mini-storage structure has since been built. Easterly 66%± of site has been filled with the westerly portion of site vacant and used for storm water.

Comp ID No. 10992003



LAND SALE NO. 5



3000 164th St NE



3000 164th St NE

Property Identification

Property ID	10990366
Property Type	Commercial Land
Property Name	Commercial land
Address	3000 164th St NE
City, State Zip	Marysville, Washington 98271
County	Snohomish
Location Description	Southwest corner of Twin Lakes Avenue and 164th St NE.
Section, Township, Range	29-31-5
Tax ID	310529-004-002-00
Latitude and Longitude	48.144777 - 122.189279

Sale Data

Seller	Roberto & Paola Crescini Zorzi
Buyer	IBEW Local Union No. 191 Building Association
Sale Date	05-20-2019
Recording Date	05-20-2019
Sale Price	\$2,300,000
Analysis Price	\$2,300,000
Deed Type	Statutory Warranty Deed
Recording No.	201905200192
Property Rights Transferred	Fee Simple
Market Time	727 days
Verified By	Jim Dodge
Verification With	Gabriel Graumann, agent
Verification Date	03-10-2020



Land Data

Land Size	2.61 acres or 113,692 SF
Topography	Mostly level
Front Footage	175.00 feet on Twin Lakes Avenue
Utilities	All available
Access	164th St NE
Shape	Irregular Rectangle
Grade	At street grade
Access	164th St NE
In Flood Plain?	No
Zoning Code	GC, General Commercial, City of Marysville

Indicators

Analysis Price/Gross Acre	\$881,223 per Acre
Analysis Price/Gross SF	\$20.23 per SF
Analysis Price/Front Foot	\$13,142.86

Property Remarks

Sale of a long narrow tract containing 2.61 acres. Located at the southwest corner of Twin Lakes Avenue and 164th St NE, south of Lakewood Crossing retail development. An owner user office building has since been completed.

Comp ID No. 10990366



NWMLS Market Trend Data

Monthly Average Sale Price-Residential Area 760				
Month	2018	2019	2020	2021
Jan	\$405,736	\$420,644	\$479,891	\$560,284
Feb	\$421,321	\$452,063	\$478,455	\$574,255
Mar	\$410,986	\$458,346	\$506,926	\$612,873
Apr	\$427,257	\$452,545	\$515,627	\$641,670
May	\$453,904	\$486,614	\$487,651	\$665,477
Jun	\$450,532	\$483,749	\$536,172	\$655,191
Jul	\$429,412	\$462,931	\$545,139	\$646,066
Aug	\$438,116	\$482,264	\$546,232	
Sep	\$443,198	\$475,475	\$547,770	
Oct	\$446,157	\$511,534	\$559,037	
Nov	\$421,597	\$470,999	\$555,870	
Dec	\$438,107	\$504,685	\$555,139	

Monthly Median Sale Price-Residential Area 760				
Month	2018	2019	2020	2021
Jan	\$380,000	\$406,500	\$458,500	\$550,000
Feb	\$413,600	\$459,950	\$470,000	\$558,717
Mar	\$385,000	\$459,995	\$484,000	\$605,000
Apr	\$420,000	\$452,500	\$510,000	\$621,225
May	\$421,500	\$464,000	\$460,000	\$625,500
Jun	\$427,025	\$460,000	\$504,945	\$627,495
Jul	\$409,500	\$448,475	\$529,950	\$640,000
Aug	\$415,290	\$449,995	\$508,998	
Sep	\$428,500	\$454,998	\$508,445	
Oct	\$439,500	\$448,750	\$500,000	
Nov	\$399,000	\$447,475	\$524,990	
Dec	\$421,250	\$471,293	\$523,835	

Average Sale Price	
1/2018 - 7/2021	1.38%
Median Sale Price	
1/2018 - 7/2021	1.59%



Qualifications of Appraiser



Qualifications of Jim E. Dodge

Senior Associate Appraiser

ABS Valuation

Education

Bachelor of Science in Business Management, University of Idaho, 1977.

Professional Education

Appraisal Courses: Standards of Professional Practice SPP- Part C, Standards of Professional Practice SPP- Part B, Report Writing and Valuation Analysis, Case Studies 2-1, Uniform Standards of Professional Appraisal Practice, Module A, Capitalization Theory & Techniques, Parts 1BA & 1BB, Basic Valuation Procedures 1A2, Real Estate Appraisal Principles 1A1

Seminars and Continuing Education (abbreviated summary of coursework):

- Uniform Standards of Professional Appraisal Practice (USPAP)
- IRWA: 403-Easement Valuation
- IRWA: 802 - Legal Aspects of Easements
- AI: Business Practice & Ethics, Agricultural Special Use
- AI: Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
- AI: Easements & Divided Partial Interests, Errors & Misconceptions in Yellow Book
- AI: USPAP, Evaluating Commercial Construction, Business Practices & Ethics
- AI: Attacking/Defending Appraisals in Litigation, Fall Real Estate Conference
- AI: Real Estate Finance, Statistics & Valuation Modeling, Course 300
- AI: Eminent Domain & Condemnation, Conservation Easements, Analyzing Distressed Properties
- Appraisal Review Overview (WSDOT)
- AI: Partial Interest Valuation
- AI: Condemnation Appraising - Basic Principles, 710

Professional Affiliation

Practicing Affiliate, Appraisal Institute.

Approved Appraiser and Review Appraiser, Washington State Department of Transportation

Member, International Right-of-Way Association

Appraisal Experience

Assignments have included fee and ad valorem appraisals of commercial, industrial, residential, agricultural and special use properties. Qualified as an expert witness in Snohomish County and Island County Superior Courts. Presentations at LID/LUD preliminary and final assessment roll hearings. Ad Valorem appraisal contracts completed for several northern Idaho counties. Tasks included field inspections, analysis of market data, agricultural production income/costs, depreciation studies and board of equalization.



JIM DODGE (cont.)

A variety of right-of-way acquisition appraisals have been completed, typically involving multiple parcel assignments. Projects include trail acquisition for the Snohomish County Parks Department and the Skagit County Parks Department. Right-of-way acquisition for road widening purposes have been completed for Snohomish and Skagit County Public Works departments and the cities of Marysville, Snohomish, Stanwood, Lake Stevens and Everett. A highway right-of-way acquisition project for the Montana Department of Highways involved approximately 100 properties. Eminent domain appraisals have been completed for the Washington State Department of Transportation. Currently on the WSDOT approved list for fee and review appraisers.

Valuation assignments completed cover a wide variety of commercial, industrial, residential, agricultural and special use properties in addition to real estate consultations with private individuals and organizations. LID Special Benefit Study experience includes the 1,400 acre Northwest Landing development by Weyerhaeuser Real Estate Company at DuPont, WA, City of Ocean Shores sewer LID 98-01 and various studies for Snohomish County PUD No. 1 and Skagit County PUD No. 1.

Representative Client List

Cities/Counties

Cities of Arlington, Bellingham, Burlington, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Monroe, Mountlake Terrace, Mount Vernon, Mukilteo, Oak Harbor, Ocean Shores, Renton, Seattle, Snohomish, Stanwood, Sultan, and Woodinville. Counties of Island, King, San Juan, Skagit, Snohomish, and Whatcom.

Government

Ports of Everett and Skagit County. Edmonds, Everett, Granite Falls, Mukilteo, Marysville and Stanwood School Districts. WSDOT, U.S. Naval Facilities Engineering Command NW, Seattle City Light, Snohomish County PUD, Skagit County PUD, Tulalip Tribes, Lummi Indian Nation and Montana Department of Highways.

Financial Institutions

Bank of Washington, BECU, Everett Mutual Bank, Farm Credit Services, First Heritage Bank, First Interstate Bank, Frontier Savings Bank, Seafirst National Bank, The Commerce Bank and US Bancorp.

Corporations, Law Firms and Non-Profits

Weyerhaeuser Real Estate Company, Puget Sound Energy, OTAK, HDR Inc., Coates Field Service, Inc., Perteet Engineering, Brews Layman, Weed, Graafstra & Benson, Inc., P.S., Anderson Hunter, Hill Street Development, Industrial Electric, Les Schwab, Millstone, Northcoast Electric, Northwest Pipeline Corporation, Providence Hospital, Steel Fab and Tyr Energy.

State Certification Number - General: 1100557 **Expiration:** 9/3/21



Report of Contact with Owner

Person(s) Contacted: Jennifer Southard, Agent IV Real Estate Services
Snohomish County PUD No. 1

Date of Contact: July 21, 2021

Relationship to Owner: Representative

Date of Joint Inspection: NA

Phone: 425-783-4339

Email: JJSouthard@snopud.com

Identify all participants in the inspection: Jim Dodge

Comments:

Telephone calls to Jennifer Southard were not returned.

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: Ordinance 1185 & Resolution 2024-04 Solicitor License Code Amendment
LUA2023-0046

Contact Person/Department: Jill Needham, Community Development

Budget Impact: None

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

- 1. Adopt Ordinance 1185 and Fees Resolution 2024-04**

SUMMARY/BACKGROUND:

Staff held a courtesy briefing with the Planning Commission at their May 3, 2023 meeting and a briefing with the City Council on October 3, 2023. Since this code amendment does not modify language found in the Land Use Code (Chapter 14), Planning Commission is not required to issue a recommendation. The proposed amendments will be subject to the public process at a future City Council public hearing.

A canvasser is defined as a person who goes from place to place or house to house seeking contributions, donations, opinions, or other information. Peddlers/Solicitors are defined as any person who goes from place to place or house to house selling goods, wares, or services. Under both the existing and proposed municipal code, this activity requires a Solicitor License in addition to a business license.

Applications are submitted to the Planning and Community Development Department and require the applicant to submit fingerprints to the Police Department for the purpose of a background check. To conduct nationwide background checks, Washington State Patrol requires jurisdictions to codify specific language describing the

process in the municipal code. The new section in LSMC 4.04.230 utilizes the suggested language.

DISCUSSION

Staff requests that the City Council consider the ordinance as attached. At the previous briefing, council members cited concerns regarding the ambiguity and subjectivity of the language within the new section, LSMC 4.04.230(d). Since the introduction briefing last year, staff has worked with the Police Department and legal to create more clear and objective criteria that aims to be less discriminatory while ensuring the safety of residents. Only the felonies and misdemeanors listed in LSMC 4.04.230(d)(1) would disqualify an applicant. Previously, the draft had referenced “any crime which bears upon his/her ability or fitness to serve in that capacity” and “enumerated disqualifiers.” Please see Exhibits 2 and 3 respectively for the initial draft presented at the October 3 2023 meeting and the current code.

As part of this update, staff updated the application to be consistent with the city’s current branding. Likewise, staff created a spreadsheet with a list of businesses with licensed solicitors for residents to reference.

Additionally, staff updated the fees resolution to reference the state fingerprinting fee for solicitor licenses in Exhibit 4. No changes are proposed to the city solicitor license fees.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Exhibit 1 Ordinance 1185
2. Exhibit 2 Code Draft 10.3.2023
3. Exhibit 3 Existing Regulations
4. Exhibit 4 Fees Resolution 2024-004

ORDINANCE NO. 1185

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, CONCERNING SOLICITOR LICENSES; ADOPTING FINDINGS OF FACT, DEFINITIONS, AND REGULATIONS; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City requires licenses for individuals traveling from place to place or house to house for the purpose of selling goods, services, or collecting opinions;

WHEREAS, the City wishes to streamline and simplify code sections relating to solicitor licenses;

WHEREAS, this ordinance provides for public safety by allowing the city staff to conduct nationwide background checks for applicants;

WHEREAS, Washington State Patrol requires specific codified language and an ORI (Originating Agency Number) in order to conduct nationwide fingerprint based background checks;

WHEREAS, on after Council approval, the proposed amendments contained herein will be transmitted to the Washington State Patrol for review as required by the FBI.

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 3. Definitions Added/Removed. Lake Stevens Municipal Code 4.04.020 is hereby amended for the term of this ordinance. Underlines represent insertions. Strikethroughs represent removals.

“Solicitor” or “Peddler” means any persons who, without prior invitation from the occupant, go from place to place, or house to house, carrying for sale, exposing for sale, or offering for sale goods, wares, merchandise, or services of any type, for present or future delivery.

~~“Solicitor or peddler” means any person who goes from place to place or approaches individuals within the City attempting to take orders for any goods, wares or merchandise, including books, periodicals, magazines or personal property of any nature whatsoever for present or future deliveries, whether such person has, carries or exposes a sample of such goods, wares and merchandise or not, or whether such person is collecting advance payment on such sales or not. “Soliciting or peddling” means to engage in such action.~~

Section 4. Section Amended. Existing language in Lake Stevens Municipal Code 4.04.130 Canvassers, Peddlers, and Solicitors to be struck and is hereby replaced as follows:

(a) Purpose.

- (1) The purpose of this section is to regulate the activities of canvassers, peddlers, and solicitors to promote their dependability and accountability. The licensing fees provided herein are levied to defray the costs of regulation and not to place undue burden on interstate commerce.

- (2) It is expressly the purpose of this chapter to provide for and promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms.
- (b) Immunity
- (1) It is the specific intent of this chapter to place the obligation of complying with its terms on the licensee. No provision of this section is intended to impose any duty upon the city or its employees,
 - (2) Nothing contained in this chapter is intended to be nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of the licensee to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees.
- (c) License Required. It is unlawful for any person to engage in business as a peddler, solicitor, or canvasser without first obtaining a solicitor license for each person as provided in this chapter. Such license is in addition to the general business license requirements in this chapter.
- (d) Exemptions. No person shall be required to obtain a soliciting license for the exempt activities listed in LSMC 4.04.040.
- (e) Application Requirements. Applicants shall provide the Department of Planning and Community Development with a written application, to be reviewed in conjunction with the Police Department, including the following information:
- (1) Application including name, date of birth, and permanent home address of the applicant;
 - (3) A brief description of the nature of the business and the goods or services to be sold;
 - (4) Name and address of the employer or parent organization the applicant is representing and documentation verifying that relationship.
 - (5) An estimate of the length of time and a statement of the exact location or parts of the city in which the applicant will pursue the activities in question;
 - (6) Description and license plate numbers of any vehicles to be used;
 - (7) A copy of the applicant's picture identification taken within 60 days immediately prior to the date of filing of the application which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
 - (8) The fingerprints of the applicant for the purpose of a background check pursuant to RCW 35.21.920. Fingerprints shall be taken or submitted to the Police Department. Background checks will be conducted pursuant to LSMC 4.04.230.
 - (9) License fee as adopted by resolution;
 - (10) All applicable requirements listed under Section [4.04.060](#), Procedure for Obtaining License.
- (f) Procedure for Approval or Denial.
- (1) The Police Chief or designee shall review the application and provide a written verification of approval or denial. The review shall include a background check containing felony and misdemeanor convictions and traffic offenses which have occurred in the past 10 years.
 - (2) The Police Chief's report shall specifically address but is not limited to the issues of unsatisfactory criminal history, public safety, pedestrian traffic, vehicular traffic, public disturbance, and noise concerns.

- (3) The Police Chief or designee shall grant, deny or condition the license based on the written report to the applicant.
- (g) Expiration of License. All licenses issued pursuant to this chapter shall expire one year from the date of issuance.
- (h) General Requirements.
 - (1) It is unlawful for any canvasser, peddler or solicitor to operate in a congested area where such operation may impede or inconvenience the public use of such street, alley, sidewalk or right-of-way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced.
 - (2) It is unlawful for any canvasser, peddler or solicitor to occupy any property or structure for the purpose of selling, renting, or delivery of goods, wares or merchandise within the City without prior approval of said structure or property by the City. It is the responsibility of the licensee to assure that approval of each specific structure or property is clearly listed on any license issued under this chapter.
 - (3) The solicitor's license badge shall be carried at all times when peddling, soliciting or canvassing within the City and shall be displayed along with photo identification upon request by any prospective customer or law enforcement officer.
 - (4) No canvasser, peddler or solicitor shall engage in canvassing, peddling or solicitation activities between the hours of 8:00 p.m. and 9:00 a.m.
 - (5) No canvasser, peddler or solicitor shall engage or attempt to engage in activity at any home, residence, apartment complex or business that displays a "No Peddlers" or "No Solicitors" sign or any other similar sign. Any person failing to comply with this chapter shall be in violation of this chapter and shall also be subject to criminal prosecution under RCW 9A.52.080.
- (i) Revocation, Suspension, and Denial. Solicitor licenses issued under this chapter may be revoked, suspended, or denied pursuant to LSMC 4.04.150. All revocations, suspensions, and denials of a solicitor license may be appealed pursuant to LSMC 4.04.160.

Section 5. Section Added. Lake Stevens Municipal Code 4.04.230 Investigations and Background Checks is hereby adopted for the term of this ordinance, to read as follows:

The following shall apply to background checks for solicitor license applications, as required by LSMC 4.04.130(e)(8):

- (a) In accordance with LSMC 4.04.130(e)(8), an applicant, employee, or volunteer seeking to engage in soliciting, peddling, or canvassing shall submit fingerprints to the Police Department which will submit to the Washington State Patrol and the Federal Bureau of Investigation along with appropriate fees.
- (b) Upon receipt of the fingerprints and the appropriate fees, the Washington State Patrol will compare the subject's fingerprints against its criminal database and submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Washington State Patrol and Federal Bureau of Investigation's check will be returned to the Police Department.
- (c) If an employer or organization is a private entity, the Police Department shall render a fitness determination based upon the results of the criminal background check and communicate its fitness determination to such private employer or organization. If an employer or organization is a public entity, the Police Department shall:
 - (1) Render a fitness determination based upon the results of the criminal background check and communicate its fitness determination to such public entity or;

- (2) Disseminate the results of the criminal background check to the public entity for a fitness determination.
- (d) In rendering a fitness determination, the Police Department will decide whether the record subject has been convicted of (or is under pending indictment for)
 - (1) Any felony or a misdemeanor which involved force or threat of force, intent to deliver controlled substances, burglary, theft, financial crimes, crimes against children, or was a sex-related offense;
- (e) A record subject may request and receive a copy of his/her criminal history record information from the Police Department. Should the record subject seek to amend or correct his/her record, he/she must contact the Washington State Patrol for a Washington state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be 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 7. Effective Date. This Ordinance shall take effect and be in full force five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Lake Stevens, this 25 day of June, 2024.

CITY OF LAKE STEVENS

Mayor Brett Gailey

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Greg Rubstello

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:

First and Final Reading: June 25, 2024
Published:
Effective Date:

Exhibit 2 – Draft from October 3, 2023 (SUPERSEDED by Draft Ordinance)

MODIFIED Section: LSMC 4.04.020 Definitions

“Solicitor, Peddler” means any persons who, without prior invitation from the occupant, go from place to place, or house to house, carrying for sale, exposing for sale, or offering for sale goods, wares, merchandise, or services of any type, for present or future delivery.

MODIFIED Section: LSMC 4.04.130 Canvassers, Peddlers and Solicitors

(a) Purpose.

- (1) The purpose of this section is to regulate the activities of canvassers, peddlers, and solicitors to promote their dependability and accountability. The licensing fees provided herein are levied to defray the costs of regulation and not to place undue burden on interstate commerce.
- (2) It is expressly the purpose of this chapter to provide for and promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms.

(b) Immunity

- (1) It is the specific intent of this chapter to place the obligation of complying with its terms on the licensee. No provision of this section is intended to impose any duty upon the city or its employees,
- (2) Nothing contained in this chapter is intended to be nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of the licensee to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees.

(c) License Required. It is unlawful for any person to engage in business as a peddler, solicitor, or canvasser without first obtaining a solicitor license for each person as provided in this chapter. Such license is in addition to the general business license requirements in this chapter.

(d) Exemptions. No person shall be required to obtain a soliciting license for the exempt activities listed in LSMC 4.04.040.

(e) Application Requirements. Applicants shall provide the Department of Planning and Community Development with a written application, to be reviewed in conjunction with the Police Department, including the following information:

- (1) Application including name, date of birth, and permanent home address of the applicant;
- (3) A brief description of the nature of the business and the goods or services to be sold;
- (4) Name and address of the employer or parent organization the applicant is representing and documentation verifying that relationship.
- (5) An estimate of the length of time and a statement of the exact location or parts of the City in which the applicant will pursue the activities in question;
- (6) Description and license plate numbers of any vehicles to be used;

- (7) A copy of the applicant's picture identification taken within 60 days immediately prior to the date of filing of the application which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
 - (8) The fingerprints of the applicant for the purpose of a background check pursuant to 35.21.920 RCW. Fingerprints shall be taken or submitted to the Police Department. Background checks will be conducted pursuant to 4.04.230 LSMC.
 - (9) License fee as adopted by resolution;
 - (10) ~~-~~ All applicable requirements listed under Section [4.04.060](#), Procedure for Obtaining License.
- (f) Procedure for Approval or Denial.
- (1) The Police Chief or designee shall review the application and provide a written verification of approval or denial. The review shall include a background check containing felony and misdemeanor convictions and traffic offenses which have occurred in the past 10 years.
 - (2) ~~-~~ The Police Chief's report shall specifically address but is not limited to the issues of unsatisfactory criminal history, public safety, pedestrian traffic, vehicular traffic, public disturbance, and noise concerns.
 - (3) The Police Chief or designee shall grant, deny or condition the license based on the written report to the applicant.
- (g) Expiration of License. All licenses issued pursuant to this chapter shall expire one year from the date of issuance.
- (h) General Requirements.
- (1) It is unlawful for any canvasser, peddler or solicitor to operate in a congested area where such operation may impede or inconvenience the public use of such street, alley, sidewalk or right-of-way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced.
 - (2) It is unlawful for any canvasser, peddler or solicitor to occupy any property or structure for the purpose of selling, renting, or delivery of goods, wares or merchandise within the City without prior approval of said structure or property by the City. It is the responsibility of the licensee to assure that approval of each specific structure or property is clearly listed on any license issued under this chapter.
 - (3) The solicitor's license badge shall be carried at all times when peddling, soliciting or canvassing within the City and shall be displayed along with photo identification upon request by any prospective customer or law enforcement officer.
 - (4) No canvasser, peddler or solicitor shall engage in canvassing, peddling or solicitation activities between the hours of 8:00 p.m. and 9:00 a.m.
 - (5) No canvasser, peddler or solicitor shall engage or attempt to engage in activity at any home, residence, apartment complex or business that displays a "No Peddlers" or "No Solicitors" sign or any other similar sign. Any person failing to comply with this chapter shall be in violation of this chapter and shall also be subject to criminal prosecution under RCW 9A.52.080.

- (i) Revocation and Appeal. Solicitors' licenses issued under this chapter may be revoked or appealed pursuant to LSMC 4.04.150 and LSMC 4.04.160.

NEW Section: LSMC 4.04.230 Investigations and Background Checks

- (a) An applicant, employee, or volunteer seeking to engage in soliciting, peddling, or canvassing shall submit fingerprints to the Police Department which will submit to the Washington State Patrol and the Federal Bureau of Investigation along with appropriate fees.
- (b) Upon receipt of the fingerprints and the appropriate fees, the Washington State Patrol will compare the subject's fingerprints against its criminal database and submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. ~~—~~ The results of the Washington State Patrol and Federal Bureau of Investigation's check will be returned to the Police Department.
- (c) ~~—~~ If an employer or organization is a private entity, the Police Department shall render a fitness determination based upon the results of the criminal background check and communicate its fitness determination to such private employer or organization. ~~—~~ If an employer or organization is a public entity, the Police Department shall:
 - (1) Render a fitness determination based upon the results of the criminal background check and communicate its fitness determination to such public entity or;
 - (2) Disseminate the results of the criminal background check to the public entity for a fitness determination.
- (d) In rendering a fitness determination, the Police Department will decide whether the record subject has been convicted of (or is under pending indictment for)
 - (1) A crime which bears upon his/her ability or fitness to serve in that capacity;
 - (2) Any felony or a misdemeanor which involved force or threat of force, controlled substances, burglary, theft, financial crimes, crimes against children, or was a sex-related offense; or
 - (3) Enumerated disqualifiers.
- (e) A record subject may request and receive a copy of his/her criminal history record information from the Police Department. ~~—~~ Should the record subject seek to amend or correct his/her record, he/she must contact the Washington State Patrol for a Washington state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

Exhibit 3 Current Regulations

4.04.130 Canvassers, Peddlers and Solicitors.

- (a) No canvasser, peddler or solicitor shall engage in canvassing, peddling or solicitation activities between the hours of 8:00 p.m. and 9:00 a.m.
- (b) No peddler or solicitor shall engage or attempt to engage in the business of peddling at any home, residence, apartment complex or business that prominently displays a “No Peddlers” or “No Solicitors” sign or any other similar sign that communicates the occupants’ desire to not be contacted by peddlers or solicitors. Any person failing to comply with this section shall be in violation of this chapter and shall also be subject to criminal prosecution under RCW 9A.52.080.
- (c) Applicants shall provide the Police Department with a written application describing the proposed business in detail and specifically including as a minimum the following information:
 - (1) The name and address of the applicant, date of birth, Social Security number and also the name of the true owner if the applicant is not such true owner of the services, goods, wares or merchandise to be sold or exhibited for sale or rent;
 - (2) The name and address of the employer or the applicant or the person with whom the applicant is associated and the length of such employment or association;
 - (3) An estimate of the length of time and a statement of the exact location or parts of the City in which the applicant will pursue the activities in question;
 - (4) If a vehicle is to be used, description of the same together with the license number and all other means of identification;
 - (5) A copy of the applicant’s picture identification taken within 60 days immediately prior to the date of filing of the application which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
 - (6) The applicant shall allow the Police Department to take fingerprints of the applicant;
 - (7) Applicants with a proposed, fixed location shall provide the following information:
 - (i) Available parking;
 - (ii) Proposed fire safety features;
 - (iii) Proposed lighting; and
 - (8) All applicable requirements listed under Section 4.04.060, Procedure for Obtaining License.
- (d) The Chief of Police or designee shall review the application and provide a written verification of approval or denial. The Chief of Police’s report shall address his/her concerns and shall specifically address but is not limited to the issues of public safety, pedestrian traffic, vehicular traffic, public disturbance and noise concerns. The Chief of Police or designee shall grant, deny or condition the license based on the written report to the applicant within 10 days of the City’s receipt of the license application.
- (e) It is unlawful for any canvasser, peddler or solicitor to operate in a congested area where such operation may impede or inconvenience the public use of such street, alley, sidewalk or right-of-

way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced.

- (f) It is unlawful for any canvasser, peddler or solicitor to occupy any property or structure for the purpose of selling, renting, or delivery of goods, wares or merchandise within the City without prior approval of said structure or property by the City. It is the responsibility of the licensee to assure that approval of each specific structure or property is clearly listed on any license issued under this chapter.
- (g) The solicitor's license badge shall be carried at all times by each licensee and/or all of the licensee's employees, agents or representatives for whom issued when peddling, soliciting or canvassing within the City and shall be displayed along with photo identification upon request by any prospective customer or law enforcement officer.
- (h) License fees shall be set by resolution and fees associated with any City background checks shall be paid by the applicant. (Ord. 957, Sec. 1 (Exh. A), 2016; Ord. 824, Sec. 4, 2010)

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
REPEALING RESOLUTION NO. 2023-12 AND ADOPTING AMOUNTS FOR
THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED
AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST
CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES
ACTIONS OR PERMITS**

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and,

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO RE-ENACT RESOLUTION 2024-04 AS FOLLOWS: Resolution No. 2023-12 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.

- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. *(Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)*

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	200
Eligible Facility Modification	200 for first two hours + 100 per hour for each hour of additional staff time
Lot Status Determination	200 for first two hours + 100 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	200
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	100
Subsequent Plan Modification Review	100/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	200 for first two hours + 100 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	200 for first two hours + 100 for each additional hour of staff time
Administrative Review of Model Home	200 for first two hours + 100 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	200 deposit for first two hours + 100 per hour for each hour of additional staff time
	21n

Action/Permit/Determination	Fee (\$)
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	100/hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	70
Concession Agreement Review/Administration	200
Damage and Litter Deposit (refundable at end of contract)	200
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director

Action/Permit/Determination	Fee (\$)
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 100 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	200 for first two hours + 100 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level 1	100
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Lake Stevens School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	11,434/dwelling
Duplex/Townhouse	2,526/dwelling
Multifamily Residential with 2 or more bedrooms	2,526/unit

Action/Permit/Determination	Fee (\$)
Snohomish School District – fees as shown below or as adopted in most current Capital Facilities Plan	
Detached Single Family Residence	6,495/dwelling
Duplex/Townhouse	4,514/dwelling
Multifamily Residential with 2 or more bedrooms	4,514/unit
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip
Impact Fee Adjustment/Deferral Application	200
LAND DISTURBANCE	
Minor Land Disturbance Permits	500
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	200
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	100/hr
Miscellaneous Research or other staff time	100/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50

Action/Permit/Determination	Fee (\$)
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	100 per hour 2 hour minimum
Review of requested traffic studies	100 per hour 2 hour minimum
Review of requested drainage studies	100 per hour 2 hour minimum
Environmental Impact Statement (EIS)	100 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	200+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	200
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SHORT-TERM RENTAL	
Initial Application	500
Annual Renewal	100
SIGN PERMITS	
Sign Permit	200+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	600
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	100/hour, 2 hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	200

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. The International Building Code (IBC)
 2. The International Residential Code (IRC)
 3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
 4. The Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. The International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$100 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$100 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$100 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U

Construction Valuation From: To:	Fee
Group R-3 or IRC Dwellings (regardless of valuation)	\$30
\$0 \$1,000	\$30
\$1,001 \$5,000	\$115
\$5,001 \$10,000	\$175
\$10,001 \$20,000	\$200
\$20,001 \$45,000	\$260
\$45,001 \$100,000	\$315
\$100,001 \$250,000	\$430
\$250,001 \$500,000	\$545
\$500,001 \$1,000,000	\$690
\$1,000,001 \$1,500,000	\$775
\$1,500,001 \$2,000,000	\$835
>\$2 million	\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$100/hour, 2 hour minimum.

Reinspection fees assessed at \$100 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$100/hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$100/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$100		\$100
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$100	\$100/hr (1 hr min)	\$100 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$200		\$200
Re-inspection	\$100		\$100

Current BVD = Building Valuation Data, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00

Mechanical Fees		Plumbing Fees	
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: – Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime – Each dog or cat neutered or non-neutered, lifetime – Senior Citizen (defined as being 62 years of age or older) owners, lifetime – Service and guide dogs, lifetime – Duplicate license for lost or destroyed dog/cat tag – Duplicate license - Senior Citizen owners and Service/Guide Dogs – Other Code Violations: ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	Free 20 Free Free 4 Free
Impound Fees for Cost Recovery: – Dogs and cats (at police kennel) – Animals – Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. – Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	25 30 Varies
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol and Solicitor Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services — Concealed Pistol Licenses	3.50
Fine:	
1. Failure to pay fee (50% reduction if paid within 24 hours)	40
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit:	\$100 per hour of event with one hour minimum
(For special planned events that require additional police services)	
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application-fingerprint processing fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500	
- Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State)	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) For all records duplication regardless of format, first \$1 cumulative will be waived.	
- In-house Copying of City documents to pdf when original document is not in electronic format. 15¢/page/side - Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery. 10¢/page/side \$1 extra for copy to CD - Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations. 5¢ per each four electronic files or attachments plus 10¢ per gigabyte - Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge Actual Cost - In-House duplication of City documents to CD, such as • Comprehensive Plan, Lake Stevens Municipal Code Title 14, • Urban Design Standards, Engineering Design and Development Standards, etc. Actual Cost	

Permit/Action	Fee or Fine (\$)
- Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each) - Police Body Worn Camera • Redaction of audio/video - Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly) \$0.15/page \$1 per square foot for in-house printing or actual cost if sent out to reproduce \$0.84 per minute \$1/tape/disc Actual cost to reproduce 40¢ \$5 for 1st Page and \$1 each after the 1st Page
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A technology fee of three (3) percent will be assessed on city services including, but not limited to issued building and land use permits and park and event rentals.

Section 8. Community Facility Rental Fees. Fees for renting the City's Community Center and other facilities shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	Youth Sports: \$20 every 2hrs
	Adult Sports: \$30 every 2 hrs
Eagle Ridge Community Garden bed rental	\$40 annually
The Mill	See Table G1

Table G1: Standard Mill Rental Fees

	Max Occupancy	Saturday	Friday or Sunday	Mon-Thurs	Damage Deposit (refundable)	Reservation Deposit (non-refundable)
Entire Mill	461	\$1800	\$1300		\$250 without alcohol \$500 with alcohol	\$200
Hartford Hall	213	\$1300	\$900	\$75/hr \$600 all day	\$250 without alcohol \$500 with alcohol	\$200
The Stack	48	\$67/hr	\$67/hr	\$55/hr	\$150 \$300 with alcohol	\$50
Sawyers Room	200	\$77/hr	\$77/hr		\$150 \$300 with alcohol	\$50

NON-PROFIT Rental Fees:

Friday – Sunday, 30% discount (rounded up to nearest dollar)

Monday – Thursday, 50% discount (rounded up to nearest dollar)

	Saturday	Friday or Sunday	Mon-Thurs
Entire Mill	\$1260	\$910	
Hartford Hall	\$910	\$630	\$300
The Stack	\$47/hr	\$47/hr	\$38/hr
Sawyers Room		\$54/hr	\$28/hr

1. ****Non-Profit Community Interest Groups** devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

Section 9. Park Fees. Fees for boat launch parking and the rental of Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Park Fees

Number of shelters		Rate
Park Shelter/Facility		Rental fee
Lundeen Park	North or South Shelter (half)	\$100
	Full Shelter (both sides)	\$200
North Cove Park Shelter		\$100
North Cove Park Observation Deck		\$75
Mill Outdoor Plaza Rental		\$100
All Shelters/Facilities – Half Day Rentals		\$60 (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities		\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification		\$10 (Modifications cannot be made 14 days or less from reservation date.)
Boat Launch Parking		\$10 daily/\$2 for two-hour parking (Davies Only)
Annual Parking Pass		\$75
Technology Fee (CivicRec Transactions)		3%

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Annual increases are based on the completion of the 2018 Stormwater Management rate study and approval of the "Level of Service 3 - High Priority Capital" recommendation,

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00per parcel

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.

2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees

Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75

105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75
105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75
105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75

105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee
105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.21.	\$75
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75

105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75
105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75

105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75
105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75

105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75
105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D - Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.
Tenant Improvement or Modification to Existing System

Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F - Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G - Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H - Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP- Gas	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J - Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K - Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am - 4:00pm excluding Holidays)	\$100 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$100 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee

Construction Permit Extension (additional 180 days)	\$200
Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$100
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$100 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snohomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 25th day of June, 2024.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 6/25/2024

Subject: 2024 Comprehensive Plan Update Project Update

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

No action is required. Staff will provide an update on the status of the 2024 Comprehensive Plan Update, which must be adopted by December 31, 2024.

The June 25 Council work session will include an overview of the staff and Planning Commission recommendations on potential map amendments to meet the city's projected growth targets, as well as a summary of the revised draft goals and policies for the Land Use Element (Chapter 2), Housing Element (Chapter 3), Parks and Recreation Element (Chapter 5) and Economic Development Element (Chapter 6). The July 9 Council work session will include an overview of the goals and policies for the remaining elements: Environment and Natural Resources (Chapter 4), Public Services and Utilities (Chapter 7), Transportation (Chapter 8) and Capital Facilities (Chapter 9).

SUMMARY/BACKGROUND:

The City of Lake Stevens is currently undertaking a periodic update to its comprehensive plan, which under state law must be adopted by December 31, 2024. The current comprehensive plan was adopted in 2015; however, the city has made yearly updates to individual chapters via the annual docketing process, which allows the city to adopt comprehensive plan text and map amendments no more than once per year. The Planning Commission has held a series of work sessions over the past several months to review the draft elements (chapters) and has provided feedback on the draft goals and policies that provide the foundation for the Comprehensive Plan document. Staff is currently incorporating that feedback in advance of issuing the public and agency review draft of the full Comprehensive Plan document in July 2024.

The 2015 comprehensive plan includes an introduction and eight elements (a total of nine chapters), all of which are being updated as part of this periodic update. To date, the Planning Commission has reviewed and provided comments on updated drafts of the following elements (or at least the draft goals and policies):

- The Parks, Recreation and Open Space Element (Chapter 5) at their [November 15, 2023 meeting](#); video [available here](#).
- The Public Services and Utilities Element (Chapter 7) at their [March 20, 2024 meeting](#); video [available here](#).
- The Introduction (Chapter 1) and Economic Development Element (Chapter 6) at their [April 17, 2024 meeting](#); video [available here](#).
- The Environment and Natural Resources Element (Chapter 4) at their [May 1, 2024 meeting](#); video [available here](#).
- Draft goals and policies for the Transportation Element (Chapter 8) and Capital Facilities Element (Chapter 9) at their [June 3, 2024 meeting](#); video [available here](#).
- Draft goals and policies for the Land Use Element (Chapter 2) and Housing Element (Chapter 3) at their [June 17, 2024 meeting](#); video [available here](#).

In June 2023, the city completed an [audit and gap analysis](#) of the current plan to identify needed changes. That analysis determined that the plan was largely compliant with the Growth Management Act (GMA) but did require several updates to be consistent with recent GMA changes as well as new [multicounty planning policies](#) (MPPs) from the Puget Sound Regional Council's (PSRC) Vision 2050 and [countywide planning policies](#) (CPPs) adopted by Snohomish County.

In 2023, House Bill 1181 revised the GMA to include a climate change goal and require jurisdictions to adopt a Climate Change element into their comprehensive plans, as well as specific updates to the transportation element. The city's deadline to complete this work is 2029, and the city anticipates adopting a standalone Climate Change element in the future. In the interim, the city has incorporated climate change goals and policies into the draft elements and providing additional background information in the Introduction.

Planning for Growth: Meeting the City's Growth Targets

The [February 7 Planning Commission staff report](#) provides an overview of the city's 2044 population and housing growth targets, while the [February 21 Planning Commission staff report](#) provides an overview of the city's 2044 employment growth targets. The city must demonstrate it has adequate zoned capacity to accommodate this growth and policies that support said growth. Overall, the city must demonstrate that between 2019/2020 and 2044 it will be able to accommodate:

- 9,614 more people (for a total of 48,565)
- 3,219 more jobs (for a total of 8,894)
- 4,915 more housing units (for a total of 18,388)

As noted in the February 7 staff report, between April 2020 and April 2023 (the most recent date for official population estimates) the city added approximately 2,300 residents. In addition, between 2020 and early 2024 the city approved building permits for nearly 1,100 residential units and had over 1,000 additional units/beds in the development pipeline, which when combined account for over 40% of the city's 2044 housing growth target. Meanwhile, the February 21 Planning Commission staff report noted that the city added 835 jobs between 2019 and 2022, or over 25% of its 2044 growth target. The city can account for this actual/permitted/projected growth when evaluating its growth targets.

The city's 2023 [Housing Action Plan](#) found that city had adequate zoned capacity to accommodate its overall 2044 housing growth target (4,973 units) but must consider map amendments to accommodate specific housing types affordable at a full range of income levels, as required by the GMA following the passage of [HB 1220](#) in 2021 (Attachment 1). Overall, about half of the city's projected housing needs are at $\geq 100\%$ of area median income (AMI), which as of May 2024 is \$105,400 for a single person and \$150,700 for a family of four. The remaining half of projected housing needs are at $\leq 80\%$ AMI (the city has no projected need between 80 and 100% AMI).

The Department of Commerce has provided guidance on the types of housing units that local jurisdictions must plan for to meet projected 2044 housing needs at different income levels, which are summarized in Attachment 2. Attachment 2 includes a list of housing types for each income range based on the state guidance, and also identifies additional housing types that have been sold in the local market within the corresponding price points for each income range (shown in purple).

The city has determined that it has adequate zoned capacity at 50% and above of AMI, which can be met through a combination of detached single-family homes, duplexes, middle housing (triplexes, fourplexes, townhomes, cottage housing) and accessory dwelling units (ADUs). It is the projected need at lower income levels that will require the city to consider both map amendments and policy changes to accommodate its full spectrum of housing needs. The proposed map amendments are shown in Attachment 3 and include map corrections to match actual land uses, several targeted map amendments and concurrent rezones to provide more multifamily housing (apartments and condos) opportunities that can provide capacity for different income levels, as well as increased employment opportunities to meet the projected deficit of ~1,100 jobs in 2044. These include:

- Rezoning areas within and adjacent to the 20th St SE Corridor subarea to Multifamily Residential (MFR) and Commercial District (CD), most notably 99th Ave SE north of 20th St SE and the western end of 20th St SE;
- Rezoning parcels within and adjacent to the western portion of the Downtown Lake Stevens subarea, from Mixed Use to Central Business District (CBD);
- Eliminating the Planned Business District (PBD) designation and replacing it with MFR along Grade Road and Mixed Use near Highway 92; and
- Implementing single land use and zoning designations (Industrial) within the Lake Stevens Industrial Center, which would provide additional flexibility to support the development scenarios in the LSIC industrial analysis that showed a potential for several hundred additional jobs over the planning horizon.

Summary of New and Updated Policies including Planning Commission Feedback

The current drafts of the updated goals and policies for the Land Use Element (Attachment 4), Housing Element (Attachment 5), Parks and Recreation Element (Attachment 6), and Economic Development Element (Attachment 7).

The focus in updating the goals and policies is to remove outdated/redundant policy language; address sustainability/climate change (as required by HB 1181); and consider equity. Several policies provide the foundation for actions and strategies identified in the 2023 Climate Sustainability Plan (CSP) and Housing Action Plan (HAP). However, there are also several specific new policies in the Housing Element that must be adopted to comply with recent changes to state law and be consistent with recently adopted city plans, including:

- Policies to “Plan for and Accommodate” Housing Affordable to All Income Levels
- Policies that Address Racially Disparate Impacts and Risk of Displacement
- Policies that Support Permanent Supportive Housing and Emergency Housing

Requested Feedback and Next Steps

Staff is requesting that councilmembers ask questions about and provide feedback on the proposed changes to the goals and policies of the five chapters, with the remaining four chapters discussed on July 9. Staff is scheduled to present a complete draft of the Comprehensive Plan at the July 15 Planning Commission meeting, which will be followed by issuance of the 60-day notice to the Department of Commerce and the SEPA threshold determination. The City Council public hearing is anticipated in September 2024.

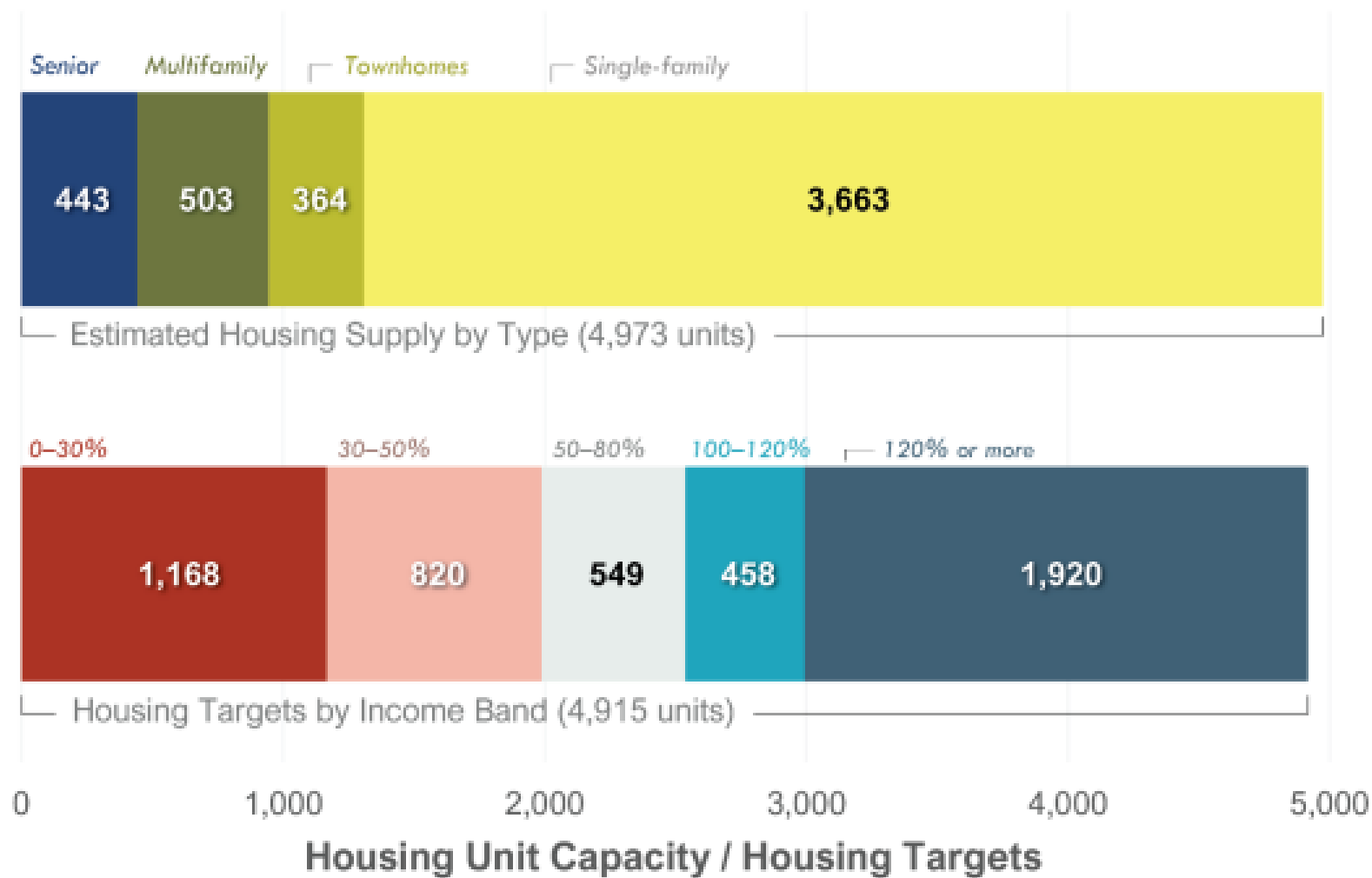
APPLICABLE CITY POLICIES:

Lake Stevens Comprehensive Plan.

ATTACHMENTS:

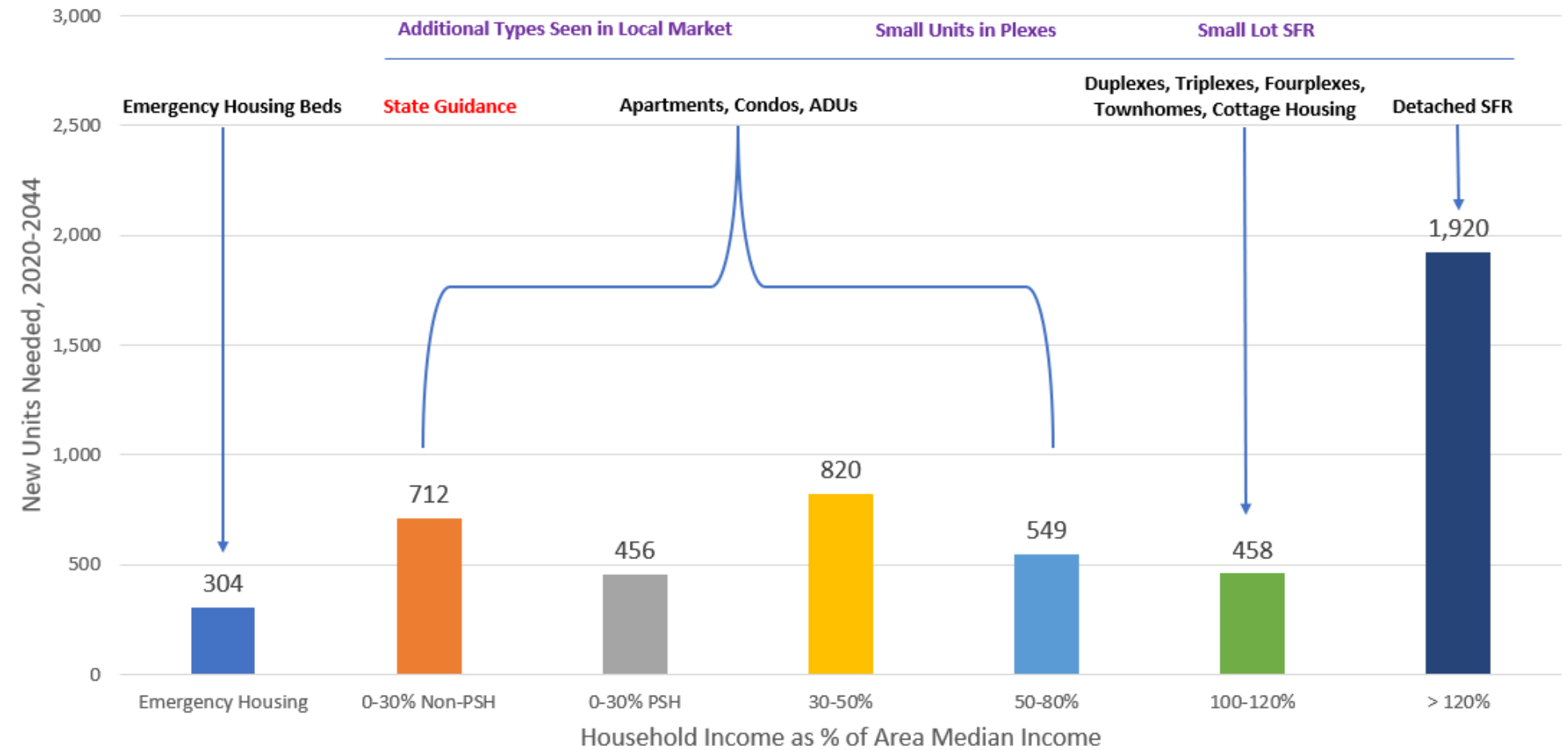
1. Attachment 1 - Housing Capacity vs Housing Needs
2. Attachment 2 - 2044 Growth Targets by Income and Type
3. Attachment 3 - Draft Zoning Map Amendments
4. Attachment 4 - Draft Land Use Goals and Policies
5. Attachment 5 - Draft Housing Goals and Policies
6. Attachment 6 - Draft Parks and Recreation Goals and Policies
7. Attachment 7 - Draft Economic Development Goals and Policies

Exhibit 24. Comparison of 2019 BLR Capacity to 2020–2044 Lake Stevens Housing Targets.

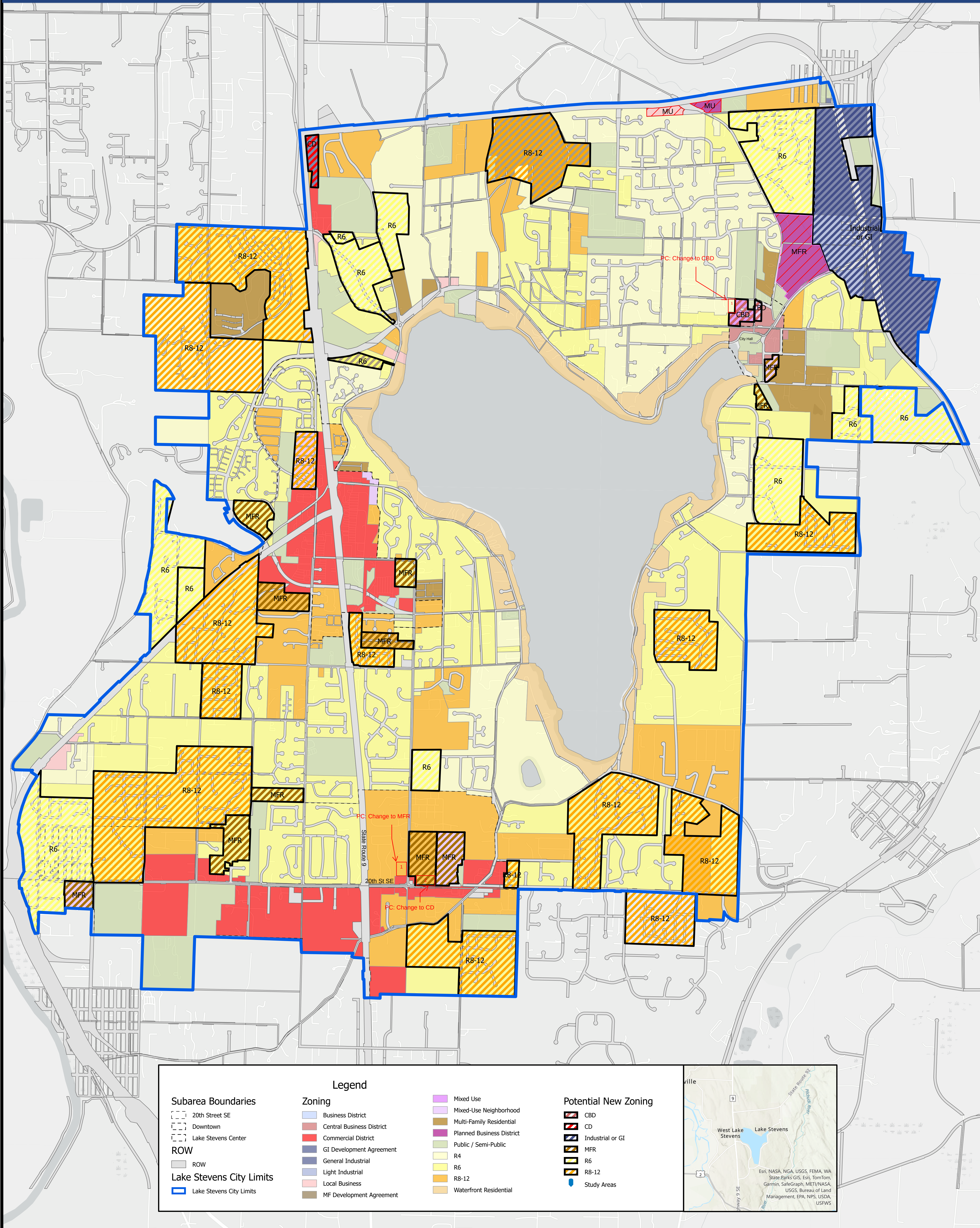


Source: Snohomish County, 2021; Snohomish County Tomorrow, 2023.

2044 Growth Targets by Income and Housing Type



Potential Zoning Changes



LAND USE GOALS AND POLICIES

GOAL 2.1 PROVIDE SUFFICIENT LAND AREA TO MEET THE PROJECTED NEEDS FOR HOUSING, EMPLOYMENT AND PUBLIC FACILITIES WITHIN THE CITY OF LAKE STEVENS.

Policies

2.1.1 Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, [PSRC](#) Regional Growth Strategy and the Countywide Planning Policies.

[2.1.2 Encourage and allow a diverse mix of housing types throughout the city to meet the needs of current and future residents.](#)

2.1.~~2~~3 Review cumulative changes to residential, commercial, industrial and public land use designations during the annual comprehensive plan cycle to ensure employment and population capacity estimates are being met.

2.1.~~4~~3 Review land uses in conjunction with updates to the Buildable Lands Report and Growth Monitoring Report to ensure employment and population capacity estimates are being met. The strategy will be used to amend the Plan as necessary to remain consistent with actual development trends.

2.1.~~5~~4 Direct new growth to areas where infrastructure and services are available, ~~or~~ planned [or have undergone an infrastructure analysis](#) to ensure growth occurs in a fiscally responsible manner to support a variety of land uses.

2.1.~~6~~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.

[2.1.7 Consider and evaluate UGA expansions that have the potential to help meet city and regional growth targets for population, employment and housing.](#)

[2.1.8 Encourage home occupation businesses in residential areas that provide local employment opportunities while maintaining the primary residential character.](#)



GOAL 2.2 ACHIEVE A WELL BALANCED AND WELL-ORGANIZED COMBINATION OF RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OPEN SPACE, RECREATION AND PUBLIC USES.

Policies

2.2.1 Allow the following residential land use designations as described.

1. High Density Residential – Encourage a variety of ~~residential forms of residential structures~~middle housing and multifamily residential housing types containing three or more dwellings. Multiple structures may be located on a single parcel, and there are no density limits, provided the project meets the zoning district requirements and other pertinent codes, standards and adopted development guidelines. This land use category also allows limited public/semi-public, community, recreational, and commercial uses as well as other housing types required by state law.
2. Medium Density Residential – Encourage single-family (1 du/lot), two-family residential and ~~some multifamily housing~~a variety of middle housing options with a density between 4 and 12 units per acre with the potential for bonuses. This designation allows detached ~~and~~ attached units, conversions, accessory ~~apartments~~dwelling units, townhouses, condominiums, duplexes, short-term rentals, special service homes and some manufactured/mobile structures. Also allows limited public/semi-public, community, recreational, and neighborhood commercial uses as well as other housing types required by state law.
3. Waterfront Residential – ~~Provides~~Allow single-family (1 du/lot) ~~and two-family~~ residential uses with a density of 4 units per acre with the potential for bonuses on residential properties located adjacent to Lake Stevens subject to the regulations of the shoreline master program. This designation includes detached and attached units, accessory dwelling units, short-term rentals, special service homes, limited ~~multifamily~~middle housing, public/semi-public, community, and recreational uses as well as other housing types required by state law.

2.2.2 Allow the following commercial land use designations as described.

1. Downtown/Local Commercial – Encourages medium to high intensity commercial uses and other dense arrangements of professional offices and retail stores in the downtown area and neighborhood commercial districts. This designation allows mixed-use development. This land use designation may be placed on lands between higher-intensity commercial areas and

residential areas to act as a buffer. This designation also allows limited public/semi-public, community and recreational uses.

2. Mixed-Use – Allows medium to high intensity mixed-use (commercial and residential). It is intended that this land use designation will be placed where a "village atmosphere" is desired, or on lands between higher and lower intensity uses to buffer commercial and residential areas. This designation also allows limited public/semi-public, community and recreational uses.
- ~~3. Planned Business District – The Planned Business District allows moderate intensity commercial or mixed-use development. It is intended that this land use designation be placed on lands between higher and lower intensity uses as a buffer or on sites containing sensitive resources. The intent of this designation is to provide detailed planning that would benefit all property owners involved, as well as the public, by allowing transfer of densities among parcels in order to avoid impacts to sensitive resources. It achieves this by requiring that a Master Development Plan be developed for all similarly zoned contiguous parcels before any one parcel can be developed, and that any parcel developed is developed according to that plan. This designation encourages high floor area ratios by allowing a minimum of 2:1, with a 3:1 ratio allowed in designated density receiving areas when excess density is transferred from a designated sending area. This designation also allows limited public/semi-public, community, and recreational uses.~~
34. Commercial District – The Commercial District allows for high-intensity commercial and employment with some mixed-use. Principal uses include community and regional retail centers, offices, business parks, civic, cultural, recreational, and associated uses. Multi-family residential uses ~~could be included~~ are allowed above or behind commercial uses. This land use designation should be located in areas with direct access to highways and arterials that provide adequate public services and traffic capacity, in addition to transit facilities.

2.2.3 Allow the following industrial land use designations as described

1. ~~General~~ Industrial – This category allows a full range of industrial and employment uses which traditionally can cause impacts to surrounding properties because of the high intensity uses. The implementing zoning districts (Light and General Industrial) account for differences in the scope of industrial uses permitted and the potential impacts on surrounding properties. This designation does not allow any residential (except temporary or caretaker residences). This land use designation should be located in areas with direct access to highways and arterials that provide adequate public services and traffic capacity.



~~2. Light Industrial—This category includes only those types of industrial, sale, or service uses, which have minimal externalities, but can cause impacts to surrounding properties because of the high intensity uses. This designation does not allow any residential (except temporary or caretaker residences). This land use designation should be located in areas with direct access to highways and arterials that provide adequate public services and traffic capacity.~~

- 2.2.4 Allow the Public/Semi-Public land use designation, which is intended for use on all land that is publicly owned. It allows public buildings and services, recreational uses, utilities, and transportation facilities. This designation may also allow a limited range of commercial uses.

GOAL 2.3 APPLY THE COMPREHENSIVE PLAN AS A GUIDE FOR COMMUNITY DEVELOPMENT IMPLEMENTED THROUGH THE CITY'S DEVELOPMENT REGULATIONS TO ENSURE PREFERRED COMMUNITY GROWTH PATTERNS ARE ACHIEVED.

Policies

- 2.3.1 Review development standards and regulations to ensure that they possess an appropriate level of flexibility to promote efficient use of buildable land~~s~~, balanced with the need for predictable decision-making.

- 2.3.2 Preserve and promote the character of existing neighborhoods through thoughtful, clear and objective development regulations and design standards that promote compatibility between uses; respect existing neighborhoods; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.

- 2.3.3 Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.

- ~~2.3.4—Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.~~

- 2.3.~~4~~⁵ Promote architecture that is pedestrian friendly and conducive to human interaction (e.g., front porches, garages behind houses, small front yard setbacks, no "walled" neighborhoods).



- 2.3.~~56~~ Ensure that subdivisions are pedestrian friendly and include ample street trees, adequate sidewalks, walkways and paths connecting ~~plats~~neighborhoods and surrounding uses.
- 2.3.~~67~~ Review Development and Design Guidelines for Multifamily Residential, Planned Residential Developments, Commercial and Mixed-Use development ~~outside of subareas~~.
- ~~2.3.8 Promote neighborhood commercial uses in appropriate places where the property:~~
~~a. is located at an intersection with at least one arterial street;~~
~~b. is at least one-half mile distance from other similarly designated properties; and~~
~~c. results in no more than two acres of land being designated for neighborhood commercial uses at the same intersection.~~
- 2.3.~~79~~ Promote commercial uses catering to day to day needs of neighbors in locations that are easily reached by foot or local commutersaccessible to pedestrian, bicycle and transit. ~~Proposed Permissible~~ uses shall clearly reflect this intent.
- 2.3.~~810~~ Encourage nodal development through adoption of zoning designations, specific design guidelines and development regulations.
- ~~2.3.9 Evaluate connectivity between neighborhoods, parks, and public facilities when considering capital improvements to ensure all residents have access to these public amenities.~~
- 2.3.1~~01~~ The Planning Commission shall continue to welcome citizen input from all citizens within the incorporated city and unincorporated Urban Growth Area when making planning decisions that affect the city and future annexation areas.



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.

Policies

- 2.4.1 Prior to the adoption of a subarea plan, the city should develop a thorough economic and infrastructure analysis for each growth center that considers investments and expenditures to provide a full range of services and infrastructure in relation to project revenue.
- 2.4.2 Each growth center should consider impacts on existing commercial properties, and residential areas to ensure the compatibility and synergy between existing and new development as a subarea plan is developed.
- 2.4.3 Future subarea planning of growth centers shall include substantial public involvement through multiple meetings, updates in the media and on city-owned modes of communication. The city shall provide clear information as to the benefits, costs, and risks so that the community can provide informed opinions to the Planning Commission and City Council.
- 2.4.4 Ensure that adequate connections are made to link growth centers, subareas and adjacent residential areas.
- 2.4.5 Periodically review and update adopted subarea plans to ensure they continue to help meet projected employment and housing needs and are consistent with the city's vision and growth strategy.

GOAL 2.5 CONTINUE TO SUPPORT THE REDEVELOPMENT OF DOWNTOWN LAKE STEVENS THAT ENCOURAGES A COMPACT COMMERCIAL DISTRICT THAT FACILITATES EASY PEDESTRIAN ACCESS BETWEEN SHOPS AND BUILDINGS, ALLOWS MIXED-USE DEVELOPMENT, PROMOTES ECONOMIC DEVELOPMENT COMPATIBLE WITH THE CHARACTER OF LAKE STEVENS AND STIMULATES A DIVERSE ARRAY OF BUSINESS TYPES TO ATTRACT VISITORS AND MEET THE NEEDS OF RESIDENTS.

Policies

- 2.5.1 Ensure that significant lakeside non-commercial public access is maintained for informal and formal recreational opportunities, and is balanced with the desire to develop a vibrant mixed-use downtown.



- 2.5.2 Emphasize high-quality design, pedestrian orientation and integrated flexibility in the redevelopment of downtown Lake Stevens.
- 2.5.3 Encourage strong traditional downtown elements as expressed in the Downtown Lake Stevens Subarea Plan that accentuate a stable design concept that will survive the life of the buildings.
- ~~2.5.4 Encourage more residential and mixed-use development to help meet the city's population growth targets.~~
- ~~2.5.5 Continue to implement capital improvements identified in the Downtown Lake Stevens Subarea Plan.~~

GOAL 2.6 PROMOTE AN ACTIVE, HEALTHY AND DIVERSE LAKE STEVENS INDUSTRIAL CENTER.

Policies

- 2.6.1 Pursue and implement incentive programs ~~that would to~~ encourage industrial and office uses, which result in high employment densities.
- ~~2.6.2 Permit restaurant and service uses that serve local employees and residents.~~
- ~~2.6.3~~ Aggressively market the Lake Stevens Industrial Center and aggressively pursue family-wage employers to that revitalized area.
- ~~2.6.4 Identify active transportation and transit improvements that can improve multimodal access for local employees and residents.~~
- ~~2.6.5~~ Periodically ~~r~~Review development regulations to ensure that impacts are ~~kept to a minimum~~ minimized, especially those that affect adjoining, non-industrially zoned areas.
- ~~2.6.4 Conduct a market study a to determine any need for expansion, infrastructure needs and marketing strategies.~~
- ~~2.6.5~~ Develop a ~~framework subarea~~ plan for the Lake Stevens Industrial Center ~~based on market study that incorporates previous infrastructure and market analyses.~~
- ~~2.6.7~~ Pursue local improvement districts and grant funding for infrastructure development.



GOAL 2.7 — PROVIDE APPROPRIATE BUFFERS BETWEEN LAND USES ADJACENT TO MACHIAS ROAD AND SR-92.

~~2.7.1 — Require retention of all trees within a 30' visual/noise buffer along SR-92, SR-9, and the Hartford/Machias Road (as measured from the edge of ultimate right-of-way). Where trees need to be removed because of instability, require replanting of 5-gallon (minimum) conifers at a 3:1 ratio within the 30' buffer.~~

~~2.7.2 — Ensure that design of highway accessible/visible commercial uses along SR-92, SR-9, and the Hartford/Machias Road is aesthetically pleasing from both the roadway and the local roads.~~

GOAL 2.78 COORDINATE GROWTH AND DEVELOPMENT WITH ADJACENT JURISDICTIONS TO PROMOTE AND PROTECT INTERJURISDICTIONAL INTERESTS.

Policies

2.78.1 Participate in the Snohomish County Tomorrow Planning Advisory Committee (PAC) to improve inter-jurisdictional coordination of land use planning activities in the adopted urban growth area.

2.78.2 Coordinate planning efforts among jurisdictions, agencies, and federally recognized Indian tribes, where there are common borders or related regional issues, to facilitate a common vision.

2.78.3 Promote cooperation and coordination among transportation providers, local governments and developers to ensure that developments are designed to promote and improve physical, mental and social health, and reduce the impacts of climate change on the natural and built environments.

~~2.7.4 — Review and evaluate land uses and industries in nearby jurisdictions and consider opportunities to coordinate with and take advantage of support local job centers and industry clusters.~~

GOAL 2.89 PROMOTE ANNEXATIONS OF LANDS INTO THE CITY IN A MANNER THAT IS FISCALLY RESPONSIBLE TO ENSURE THE CITY IS ABLE TO PROVIDE A HIGH LEVEL OF URBAN SERVICES.

Policies

2.8.91 Affiliate all urban unincorporated lands appropriate for annexation with an adjacent city or identify those that may be feasible for incorporation.



- 2.89.2 It is the city's intent to annex the ~~entire remainder of the~~ Lake Stevens Urban Growth Area over the planning horizon to become one city, considering the following:
- To manage growth in the UGA it is important to note that elected officials who reside within, and represent the Lake Stevens community make the best land use and Comprehensive Plan decisions for the Lake Stevens area.
 - To keep locally generated sales tax revenues within the community to meet local needs rather than allowing those revenues to be distributed throughout the entire county.
 - To provide an accessible and open forum in which citizens may participate in their own governance.
 - To create a larger city which can have greater influence on regional and state policy decisions and can be more competitive for grants.
 - To stabilize the development environment, striving to bring land use predictability to residents and property owners.
 - To ensure that urban infrastructure is provided at the time development occurs to minimize the need to retrofit substandard improvements in the future.
- 2.89.3 ~~To the degree reasonably possible, a~~Annexations should serve to regularize city boundaries, and not divide lots. The intent is to ensure practical boundaries in which services can be provided in a logical, effective and efficient manner.
- 2.89.4 Prior to any annexation, the city should consider the effects on special purpose districts and County services within the Urban Growth Area, considering the following:
- Outstanding special bonds or other debt,
 - Absorbing the district's or county's service provision responsibilities and acquiring the necessary assets at the appropriate stage (set by state law); and
 - Impacts on the district's or county's operations and personnel.
- 2.89.5 The city's intent is to minimize disruption to residents, businesses and property owners in annexed areas, considering the following:
- Annexed property should be designated in the Comprehensive Plan and zoning ordinance in a manner that most closely reflects the designations ~~identified in Figure 2.3 of abutting properties or the vision identified in the Comprehensive Plan or subarea plans.~~ The City Council will consider alternative designations proposed by those ~~properties-property~~ included in the annexation. Council may adopt alternative designations if it finds the



proposal protects the general health, safety, and welfare of the community and it meets the requirements of the Growth Management Act.

- b. Uses that are either previously established legal non-conforming, or are made non-conforming with the annexation, will be allowed to continue in a manner consistent with the rights established in the city's land use code while the use continues.
- c. Annexed areas shall be accorded equal accommodation in the distribution of capital improvements, maintenance of roads and other facilities, police and other services.
- d. For annexed areas, the city shall strive to ensure annexed areas are fairly represented by the Mayor and ~~city~~ City Council, ~~with extra care during the initial two years in which the annexed area may have not had a chance to vote for their local officials.~~

2.89.6 At such time an annexation proposal is made, the city shall make every reasonable effort to provide accurate, timely and useful information to community members so that they may make reasoned and well-informed decisions.

GOAL 2.910 ENSURE THAT LAND USES OPTIMIZE ECONOMIC BENEFIT AND THE ENJOYMENT AND PROTECTION OF NATURAL RESOURCES WHILE MINIMIZING THE THREAT TO HEALTH, SAFETY AND WELFARE.

Policies

2.910.1 Preserve and accentuate the lake as the centerpiece of Lake Stevens in compliance with the shoreline master program.

2.9.2 Implement actions and strategies from the Climate Sustainability Plan.

2.910.32 Preserve and promote a safe, clean living and sustainable environment.

2.910.43 Prohibit storage of soil, yard waste, refuse, machines and other equipment in front yard setbacks.

2.910.54 Where a sight distance or safety problem is created, prohibit storage of vehicles in front and side yard setbacks, except on driveways (and then no more than three) or in parking lots.

2.910.65 Protect and preserve wetlands, ~~and~~ riparian corridors, ~~associated with~~ Shorelines of the State and open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails, and connection of critical areas.

2.910.76 Encourage growth that is responsive to environmental concerns and that enhances the natural environment of the lake drainage basin and the area watersheds.



GOAL 2.1~~04~~ WHERE POSSIBLE, USE ELEMENTS OF THE NATURAL DRAINAGE SYSTEM TO MINIMIZE STORM WATER RUNOFF IMPACTS.

Policies

- 2.1~~04~~.1 Encourage new developments to use infiltrationlow impact development techniques and natural drainage patterns where feasible and incorporate meansprovide water quality treatment to contain storm water pollutants.
- 2.1~~04~~.2 Encourage new developments to implement “low impact development” techniques which can better manage stormwater while providing cost savings in terms of land and improvements.
- ~~2.11.3 Recognize that storm drainage problems cross jurisdictional lines and therefore create the need to work with the Drainage Improvement District and residents to address those problems.~~
- 2.1~~04~~.~~34~~ Adopt and keep current a stormwater control ordinance requiring best management practices for stormwater control, addressing such issues as detention, release, erosion and siltation, etc.

GOAL 2.1~~12~~ ENCOURAGE ENERGY-~~SAVING METHODS~~ EFFICIENCY AND CLIMATE ADAPTATION IN TRANSPORTATION, LAND USE AND BUILDING CONSTRUCTION.

Policies

- ~~2.12.1 Encourage the development of paths and easements for non-motorized transportation to facilitate pedestrian and bicycle use throughout the city.~~
- ~~2.11.1 Consider the potential impacts of climate change when developing plans and reviewing projects, including increased flooding and reduced air quality.~~
- 2.1~~12~~.2 Encourage new developments to comple~~i~~ment and improve development of a grid system to reduce public and private utility and transportation costs.
- 2.1~~12~~.3 Encourage energy-saving construction and building operation practices and the use of energy-conserving materials in all new construction and rehabilitation of buildings.
- 2.1~~12~~.4 Encourage small scale, neighborhood compatible, commercial uses to be distributed throughout the community, thus reducing the need to drive to the nearest “big-box” retailer to pick up day-to-day convenience items. This also provides the



opportunity for pedestrian access to stores along with the health and social benefits related to pedestrian activity.

2.11.5 Stay current on best building and energy conservation practices and encourage and incentivize their use.

GOAL 2.1~~23~~ PROMOTE THE IDENTIFICATION, MAINTENANCE, AND PRESERVATION OF SPECIAL HISTORIC, GEOGRAPHIC, ARCHITECTURAL, AESTHETIC OR CULTURAL RESOURCES OR STRUCTURES WHICH HAVE SPECIAL SIGNIFICANCE BECAUSE OF HISTORICAL, ARCHAEOLOGICAL, ARCHITECTURAL, RECREATIONAL, SOCIAL, CULTURAL, AND/OR SCENIC IMPORTANCE THROUGH THE DESIGNATION OF HISTORIC LANDMARKS AND DISTRICTS AND THE ADOPTION OF APPROPRIATE INCENTIVES

Policies

- 2.1~~23~~.1 Work with other public agencies and/or a local historical society to determine priorities and establish methods for public and private funding to achieve this goal.
- 2.1~~23~~.2 Encourage the development of written narratives and maps for self-guided tours of significant areas and the provision for site markers to identify significant sites.
- 2.1~~23~~.3 Encourage additions and alterations to significant architectural buildings to conform to the style and period of the initial construction as much as possible.

GOAL 2.1~~34~~ DESIGN AND BUILD A HEALTHY COMMUNITY TO IMPROVE THE QUALITY OF LIFE FOR ALL PEOPLE WHO LIVE, WORK, LEARN, AND PLAY WITHIN THE CITY.

Policies

2.13.1 Continue to build out the city's active transportation network to facilitate pedestrian and bicycle use throughout the city.

2.1~~34~~.~~21~~ Encourage mixed land use and greater land density to shorten distances between homes, workplaces, schools and recreation so people can walk or bike more easily to them.

2.1~~34~~.~~32~~ Provide-Coordinate with Community Transit to increase good mass transit use to reduce the dependence upon automobiles.

2.1~~34~~.~~43~~ Decreases dependence on the automobile by building good pedestrian and bicycle infrastructure, including sidewalks and bike paths that are safely removed from



automobile traffic as well as good right of way laws and clear, easy-to-follow signage in proximity to homes, businesses, schools, churches and parks closer to each other so that people can more easily walk or bike between them.

- | 2.1~~34.54~~ Provide opportunities for people to be physically active and socially engaged as part of their daily routine, improving the physical and mental health of citizens by promoting community centers, public/semi-public areas and by offering access to green space and parks where people can gather and mingle as part of their daily activities.
- | 2.1~~34.65~~ Allow persons, if they choose, to age in place and remain all their lives in a community that reflects their changing lifestyles and changing physical capabilities.
- | 2.1~~34.76~~ Develop high quality, compact urban communities throughout the region's urban growth area that impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use.

GOALS AND POLICIES

GOAL 3.1 PROVIDE ~~FAIR AND EQUAL ACCESS TO~~ A RANGE OF HOUSING TYPES AND CHOICES TO MEET THE ~~EXISTING-CURRENT~~ AND ~~PROJECTED-FUTURE~~ HOUSING NEEDS OF ~~ALL~~ LAKE STEVENS RESIDENTS REGARDLESS OF INCOME LEVEL OR DEMOGRAPHIC STATUS.

Policies

3.1.1 ~~Plan for and z~~Zone sufficient buildable lands to meet the city's housing growth targets at all income levels and accommodate ~~various a variety of housing~~ types and densities throughout the city, of housing including single-family, manufactured housing, middle housing, multifamily, mixed-use and accessory dwellings ~~equitably and rationally distributed throughout the city.~~

3.1.2 Consider the cumulative impact of map amendments, rezones and land use policy decisions that may ~~affect housing supply, reduce~~ affordability, contribute to displacement of existing residents and ~~changes to impact~~ employment or residential capacity.

3.1.3 ~~Continue to a~~Allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and unit lot subdivisions to create diverse buildable lots types throughout the city.

3.1.4 Allow a variety of middle housing types in all residential zoning districts.

3.1.~~54~~ Encourage the distribution of multifamily housing including ~~but not limited to~~ apartments, condominiums, townhomes and ~~small~~ multiplexes throughout the city in appropriate zoning districts and in mixed-use and commercial developments.

3.1.~~65~~ Permit manufactured homes in all residential zoning districts in the city and encourage their preservation as a source of affordable housing.

3.1.~~76~~ Allow up to two accessory dwelling units ~~in all residential zones per residential lot so long as the unit maintains an appropriate residential character and provides a quality living environment and encourage their development as an opportunity for affordable home occupancy or ownership.~~

3.1.8 Explore updates to city programs such as the Multifamily Tax Exemption (MFTE) program that have the potential to increase the city's supply of affordable housing.

3.1.9 Identify strategies to increase multifamily and mixed use housing supply within the city's subareas.

GOAL 3.2 INCREASE THE OPPORTUNITY FOR ALL RESIDENTS ~~AND SPECIAL NEEDS POPULATIONS~~ TO HAVE FAIR AND EQUITABLE ACCESS TO AFFORDABLE, SAFE, AND SANITARY HOUSING.

Policies

~~3.2.1 Avoid concentration of~~Provide opportunities for special needs~~supportive, mixed income~~ and affordable housing throughout the city. Some clustering of ~~special needs~~supportive and affordable housing may be appropriate within proximity to public transportation, medical facilities or other essential services.

3.2.2 Support land uses and development regulations designed to increase housing opportunities for current and future residents, seniors, disabled, or other special-needs populations in proximity to shopping, health care, services, recreation facilities and public transportation.

3.2.3 Encourage a range of independent living, assisted living and skilled care facilities affordable to seniors and other special-needs residents at a variety of income levels throughout the city.

~~3.2.4 Balance the impacts to established neighborhoods when identifying and locating essential public facilities for special needs populations as identified in RCW36.70A.200.~~

3.2.4 Allow emergency housing and emergency shelters in all zoning districts where hotels are permitted and adopt a clear and objective process and standards for their siting, with a focus on areas within proximity of transit and services.

3.2.5 Allow permanent supportive housing and transitional housing in all zones where either residential uses or hotels are allowed.

3.2.6 Coordinate with regional organizations, housing authorities, and nonprofit and religious affordable housing providers to secure identify emergency housing and shelters, transitional housing and permanent supportive housing options.

3.2.7 Support the acquisition, rehabilitation, and preservation of existing affordable housing by agencies and organizations as an alternative to new construction.

3.2.8 Eliminate impact fees for emergency housing.

3.2.10 ~~Review and e~~Evaluate city policies, regulations and land use patterns that may have contributed to racially or socially disparate impacts and exclusion of certain residents and work to remedy them.

3.2.11 Work with the county and local affordable housing providers to identify areas at risk of increased displacement of existing residents and explore and develop anti-displacement strategies to mitigate the potential impacts of redevelopment.

3.2.12 Identify city-owned real property that is surplus to its needs and viable for affordable housing development for extremely low- to moderate-income households.

3.2.13 Provide reasonable accommodations from zoning and development standards to residents with disabilities.

**GOAL 3.3 ENCOURAGE THE USE OF INNOVATIVE TECHNIQUES TO
~~PROVIDE A BROAD RANGE OF INFILL HOUSING TYPES FOR ALL INCOME
LEVELS AND HOUSING NEEDS.~~EFFICIENTLY USE LAND, PROTECT
NATURAL RESOURCES AND ADAPT TO CLIMATE CHANGE.**

Policies

3.3.1 ~~Develop~~ Allow innovative zoning regulations to encourage infill development, including small multiplexes, small lot single-family subdivisions, compact/cottage housing, manufactured housing, ~~etc., with specific design considerations to ensure compatibility with the existing neighborhoods and accessory dwelling units.~~

3.3.2 ~~Consider innovative zoning regulations~~ Encourage planned residential developments and other development concepts that allow flexibility in ~~setback, lot coverage, parking and unit size standards, along with density bonuses and tax incentives, to promote the construction of affordable housing for low- and moderate-income households that do not adversely affect the general health, safety and welfare of the public~~lot sizes, setbacks and other development standards in exchange for community benefits such as protecting critical areas and treesnatural resources and features and providing affordable housing options.

3.3.3 ~~Consider incentives for new housing developments that include a percentage of accessory dwelling units as part of the project.~~

3.3.34 ~~Review the appropriateness of allowing~~Explore innovative techniques and programs that can facilitate the creation of affordable housing, including but not limited to, a housing trust fund, inclusionary zoning, design/regulation flexibility, impact fee waivers, and streamlined processing.

3.3.45 Encourage voluntary efforts to provide affordable housing within new multifamily and single-family housing developments.

3.3.5 Implement strategies and actions from the city's Climate Sustainability Plan that support access to and the development of a wide range of housing types in the city.

3.3.6 Work with partner agencies to incentivize the installation of solar panels, electric vehicle charging stations, and other improvements in residential neighborhoods to make homes more energy efficient and resilient to climate change.

GOAL 3.4 PROMOTE AN EFFECTIVE STREAMLINED PERMIT PROCESS THAT INCLUDES MEANINGFUL ENGAGEMENT AND NOTIFICATION WITH THE PUBLIC THROUGHOUT THE PROCESS.

Policies

3.4.1 Implement regulations~~and~~, procedures and process improvements that provide predictability to applicants, and ~~minimize meet statutory~~review timelines for residential permit applications, while maintaining opportunities for meaningful public involvement and comment.

3.4.2 Implement streamlined approval processing procedures, such as centralized counter services, continuing pre-application conferences, ~~printed information~~thorough handouts summarizing building permit and approval requirements, ~~automate over the counter permits~~, area-wide environmental assessments, reducing the number of residential zoning districts, reducing complicated administrative procedures, concurrent permit and approval processing, ~~fast-tracking~~expedite routine applications, ~~keeping permit and approval deadlines~~meet or exceed permit review timeframes, and elimination of multiple hearings for a single project.

3.4.3 ~~Encourage continuous~~Periodically review of existing and new development regulations to ensure a continued public benefit, adequate flexibility and minimization of housing costs.

3.4.4 Provided expedited permitting to projects with a demonstrated public benefit, including affordable housing and green building projects.

3.4.54 Evaluate the use of various infrastructure funding methods including existing revenue sources, impact fees, local improvement districts and general obligation bonds to minimize housing productions costs.

3.4.65 Ensure impact fees for new housing reflect the proportionate share necessary to build infrastructure to support growth per Chapter 82.02 RCW.

3.4.7 Coordinate with other agencies and jurisdictions to determine approaches for reduction in permit review times.

GOAL 3.5 PROVIDE A BALANCED DEVELOPMENT PATTERN, WHICH PROMOTES PEDESTRIAN ACTIVITIES, A SENSE OF COMMUNITY AND SAFETY.

Policies

3.5.1 Promote residential development in areas that allows pedestrian access to commercial areas, employment, public transportation routes, schools and park or recreational areas.

3.5.2 Develop and provide a range of housing options for workers, at all income levels which promote accessibility to jobs and provide opportunities to live in proximity to work.

3.5.3 Ensure that new development is consistent with citywide and applicable neighborhood goals and policies, including but not limited to, sustainable site standards, landscaping requirements, building design guidelines and affordability, to ensure new and existing neighborhoods are attractive and safe places to live.

3.5.4 Prioritize funding transportation facilities, infrastructure and services that explicitly advance the development of housing in designated growth centers.

3.5.5 Expand the supply and range of housing options, including affordable units, in designated growth centers.

3.5.6 Strive to provide housing in good condition with high-quality designs, protections from noise, odors, and other environmental stresses.

3.5.7 Encourage the development of efficient and environmentally sensitive housing practices to minimize impacts to infrastructure and natural resources.

GOAL 3.6 PROMOTE MEASURES THAT WILL PROLONG THE USEFUL LIFE OF STRUCTURES.

Policies

3.6.1 Invest in infrastructure (storm drainage, street paving, and recreation) to support desired growth patterns and prevent depreciation of property values.

3.6.2 Implement an active code enforcement program to help motivate owners to repair and improve maintenance of their structures and avoid extensive deterioration of housing units.

3.6.3 Promote public and private home improvement grants and loans, available from the utility companies, charitable organizations and public agencies, for housing repair and maintenance.

3.6.4 Support the preservation of existing subsidized, lower-cost and affordable housing.

3.6.5 Coordinate with neighborhood-based groups and volunteer organizations to promote rehabilitation and community revitalization efforts.

3.6.6 Coordinate with partner agencies and special districts to deliver services and provide infrastructure within residential neighborhoods and ensure alignment with adopted service standards and capital improvement plans.

GOAL 3.7 ENCOURAGE INTERJURISDICTIONAL EFFORTS AND PUBLIC-PRIVATE PARTNERSHIPS TO ADVANCE THE PROVISION OF AFFORDABLE AND ~~SPECIAL-NEEDS~~SUPPORTIVE HOUSING THROUGHOUT THE CITY AND REGION.

Policies

3.7.1 Promote housing strategies that address housing needs identified in the Snohomish County Countywide Planning Policies for creating affordable residences for all households.

3.7.2 ~~Cooperate-Work~~ with Snohomish County Housing Authority, the ~~Affordable Housing Alliance~~Alliance for Affordable Housing~~-and~~, other jurisdictions and housing agencies to coordinate a regional approach to funding and meeting the housing needs of Snohomish County.

3.7.3 Support housing legislation and financial support at the city, county, state and federal levels which promotes the goals and policies of the Housing Element.

3.7.4 ~~Consider developing a comprehensive evaluation that measures~~Periodically update the city's Housing Action Plan to evaluate the effectiveness of housing policies and regulations in meeting the housing needs for Lake Stevens.

3.7.5 Coordinate with Snohomish County on monitoring housing characteristics, needs and available buildable lands capacity.

3.7.5 Support housing goals that are consistent with Vision 205~~4~~0 to accommodate needed housing and facilitate an equitable distribution of affordable housing.



GOALS AND POLICIES

An analysis of existing park, recreation and open space facilities along with community input provide the basis for establishing goals and policies within the Park Plan. The goals and policies provide guidelines and actions for achieving that Plan. Goals are broad intent statements that describe a desired outcome. Policies provide the framework for developing specific measurable actions.

GOAL 5.1 PROVIDE A HIGH-QUALITY, DIVERSIFIED PARKS, RECREATION AND OPEN SPACE SYSTEM THAT PROVIDES RECREATIONAL AND CULTURAL OPPORTUNITIES FOR ALL AGES AND INTEREST GROUPS.

Policies

- 5.1.1 Provide a system of multi-purpose neighborhood, community, and mini-parks, throughout the community, accessible to all residents that meet the following levels of service:
 - a. Neighborhood Parks – one park within a one-mile radius of all residential areas and
 - b. Community Parks – one park within a 2.5-mile radius of all residential areas.
 - c. Mini-Parks - one park within a .5-mile radius of residential or commercial areas.
- 5.1.2 Provide a park, recreation and open space system with activities for all age groups and abilities, equally distributed throughout the community, with an emphasis on youth-oriented activities.
- 5.1.3 Provide a balanced mix of active recreational facilities including but not limited to court and field activities, skateboard/BMX areas, and multi-use trails and passive recreation facilities, including but not limited to, hiking/walking, shoreline access and picnicking accessible to the largest number of participants.
- 5.1.4 Promote balanced lake access for pedestrians and motorized and non-motorized watercraft so all segments of the population can enjoy the lake and have access to its recreational opportunities.
- 5.1.5 Encourage the inclusion of performing arts facilities in public parks and recreation areas and incorporate visual arts into the design of park features, such as railings, benches, buildings and other amenities.
- 5.1.6 Support the use of indoor community spaces for arts and crafts, music, video, classroom instruction, meeting facilities and other spaces for all age groups on a year-round basis.
- 5.1.7 When appropriate and economically feasible, participate in the development of special interest recreational facilities.
- 5.1.8 Continue to participate in the annual Aquafest community celebration.



Chapter 5 – Parks, Recreation and Open Space Element

- 5.1.9 Identify recreational and cultural needs opportunities for special needs populations.
- 5.1.10 Support the Lake Stevens Historical Society in their efforts to inventory significant historical and archaeological resources and to provide information to the community on its history.
- 5.1.11 Create a recreation program that provides activities for all ages and abilities.
- 5.1.12 Support community events that create pride and provide for economic development.

GOAL 5.2 PROVIDE AN INTERCONNECTED SYSTEM OF HIGH-QUALITY, ACCESSIBLE TRAILS AND GREENWAY CORRIDORS THAT OFFER DIVERSE, HEALTHY OUTDOOR EXPERIENCES WITHIN A VARIETY OF LANDSCAPES AND NATURAL HABITATS, PUBLIC FACILITIES, LOCAL NEIGHBORHOODS, BUSINESS DISTRICTS AND REGIONAL TRAILS.

Policies

- 5.2.1 Provide a comprehensive network of multi-use trails for pedestrians, bicycles and skating using alignments along the public rights-of-way, through public landholdings as well as across cooperating private properties, which link residential neighborhoods to community facilities, parks, special use areas, commercial areas and the waterfront that meets the following level of service: one trail within one mile of residential areas. Implement Master Trail Plan as adopted.
- 5.2.2 Provide for a comprehensive city trail system linking the downtown area, schools, parks, and the Centennial Trail.
- 5.2.3 Establish a multi-use trail around the lake, choosing a route that best provides lake access and/or views.
- 5.2.4 Establish a north/south trail under the power lines as identified in the Lake Stevens Center and 20th Street SE Corridor subarea plans.
- 5.2.5 Establish an east/west sidewalk trail along 24th Street SE and South Lake Stevens Road to connect to the Centennial Trail as identified in the 20th Street SE Corridor subarea plan.
- 5.2.6 Establish, expand and/or improve nature trails and boardwalks through open spaces with an emphasis on Eagle Ridge Park, Catherine Creek Park, Centennial Woods, Mill Cove Reserve, and the Grade Road Open Space.

GOAL 5.3 PRESERVE AND ENHANCE OPEN SPACE AND NATURAL RESOURCES AREAS INCLUDING FISH AND WILDLIFE HABITAT, MIGRATION CORRIDORS, NATURAL MEADOWS AND WATER RESOURCES.



Chapter 5 – Parks, Recreation and Open Space Element

Policies

- 5.3.1 Preserve open space corridors and buffers to provide separation between natural areas and urban land uses with a goal of maintaining five percent of the city as open space.
- 5.3.2 Plan, locate and manage park and recreation facilities so that they enhance wildlife habitat, minimize erosion, complement natural site features and create linkages within the developed area.
- 5.3.3 Balance the desire for public access and interpretive education with preservation of environmentally sensitive areas and other natural sites
- 5.3.4 Maintain and enforce leash laws and animal at-large laws to stem wildlife predation.
- 5.3.5 Preserve lake and other scenic views for the public when considering land use decisions and when siting park and recreation facilities.
- 5.3.6 Plan for an open space system that may include:
 - a. Natural or scenic areas,
 - b. Water bodies and drainage easements,
 - c. Public/private passive park and recreation sites,
 - d. Cultural, archaeological, geological and historical sites,
 - e. Large reserve tracts, private parks, common ground, and buffer areas from residential development,
 - f. Utility corridors, and
 - g. Trail corridors that may function as wildlife corridors.

GOAL 5.4 ASSERT PARKS AND RECREATION AS CRITICAL INFRASTRUCTURE AND VITAL PUBLIC SERVICE.

Policies

- 5.4.1 Advocate for funding options to maintain and operate parks and recreation programs.
- 5.4.2 As park system expands, provide sufficient financial and staff resources to maintain the system to high standards.
- 5.4.3 Periodically review growth impact related fees and assess methodologies to finance projects.

GOAL 5.5 MAXIMIZE PARK FACILITIES BY LEVERAGING, SHARING AND EFFICIENTLY USING RESOURCES.

Policies

- 5.5.1 Cooperatively plan for joint-use facilities, meeting and class rooms, athletic fields, and other facilities with the Lake Stevens School District, Lake Stevens Junior Athletic



Chapter 5 – Parks, Recreation and Open Space Element

Association, Snohomish County Parks Department and other public or private providers of recreation services and facilities that are of mutual benefit to each agency and the users/participants in the city and its Urban Growth Area.

- 5.5.2 Create a comprehensive, balanced park, recreation and open space system that integrates city facilities and services with resources available from the Lake Stevens School District, Snohomish County and other state, federal and private park and recreational lands and facilities in a manner that will best serve and provide for area residents' interests.
- 5.5.3 Support continued cooperation between the city, non-profit organizations, the Lake Stevens School District and other agencies for continuation and development of recreation programming for youths, seniors and other segments of the population to avoid duplication, improve facility quality and availability, which reduces costs and represents area residents' interests through joint planning and development efforts.
- 5.5.4 Establish inter-local agreements between the city, county, school district and private non-profit organizations and other agencies to provide for athletic facilities to serve the needs of the city and the Urban Growth Area.

GOAL 5.6 MAINTAIN PARK FACILITIES TO MAXIMIZE LIFE OF THE FACILITIES AND TO PROVIDE AN ATTRACTIVE AND PLEASING ENVIRONMENT FOR USERS.

Policies

- 5.6.1 Design and develop facilities, which reduce overall facility maintenance and operations requirements and costs. Where appropriate, use low maintenance materials, settings or other value engineering considerations that reduce care and security requirements and retain natural conditions and experiences.
- 5.6.2 Develop a maintenance management system to estimate and plan for life cycle maintenance in addition to replacement costs.
- 5.6.3 Provide operation and maintenance to insure safe, serviceable, and functional parks and facilities. Provide adequate funding to operate and maintain existing and new special use sites.
- 5.6.4 The city shall establish creative methods to efficiently expand park and trail maintenance services such as encouraging volunteer efforts, continued use of the State Department of Corrections crews and mutual coordination with other local agencies.
- 5.6.5 Where appropriate, the city should initiate joint planning and operating programs with other public and private agencies to provide for special activities like shoreline access, aquatic facilities, marinas and community festivals.
- 5.6.6 In the design of parks, encourage the use of materials and designs to reduce the occurrence and impacts of vandalism. Parks design which provides for easy



Chapter 5 – Parks, Recreation and Open Space Element

surveillance of facilities by residents and by police can reduce vandalism. Use of materials such as graffiti resistant coatings can reduce these impacts.

- 5.6.7 Repair acts of vandalism immediately to discourage park property and city recreation facilities from becoming targets for further such acts.
- 5.6.8 Ensure that all park and recreation facilities owned and operated by the city comply with ADA accessibility requirements.
- 5.6.9 Establish a formal volunteer network as volunteerism is a significant source of energy and ideas. The city must continue to tap and improve existing opportunities to involve the community in its own programs. The city shall formalize a volunteer program that includes "adopt a park," and "adopt a trail," and similar programs.
- 5.6.10 Coordinate with Lake Stevens Police in park design to reduce unsafe park environments to reduce crime.

GOAL 5.7 THE CITY RECOGNIZES THAT LAND IS IN HIGH DEMAND AND THAT ACQUISITIONS MUST BE PURSUED AS QUICKLY AS POSSIBLE TO IMPLEMENT THE COMMUNITY'S VISION CONCURRENTLY WITH DEVELOPING AND IMPROVING EXISTING FACILITIES TO ACHIEVE A HIGH-QUALITY AND BALANCED PARK AND RECREATION SYSTEM.

Policies

- 5.7.1 Add capacity at existing parks by expanding or improving facilities to accommodate current and future populations and desired uses including walking/hiking trails, active recreation and passive recreation.
- 5.7.2 Acquire additional shoreline lands for trails, public docks, waterfront fishing, wading, swimming, boating and other water related recreational activities.
- 5.7.3 Cooperate with public and private agencies and with private landowners to set aside land and resources necessary to provide high-quality, convenient park and recreation facilities before the most suitable sites are lost to development.
- 5.7.4 Work with developers to identify additional parks, recreation and open space opportunities in redeveloping areas.
- 5.7.5 Prioritization for new park and recreation facilities shall take into consideration areas within the community that are under-represented by parks, types of desired facilities not presently available, availability of properties appropriate for a particular type of park and availability and opportunities for grants and other funding sources.
- 5.7.6 With a developer requirement of paying GMA-based park mitigation fees, developers are still encouraged to install mini-parks voluntarily for the benefit of their developments; however, such mini-parks shall not be credited against meeting the developer's mitigation obligation. The city has not defined a LOS for mini-parks, but encourages one park within a half-mile radius of all residential areas



GOAL 5.8 DEVELOP PARK AND TRAIL DESIGN STANDARDS.

Policies

- 5.8.1 Standardize facility design to ensure consistency and quality in the Lake Stevens park system, and establish a standard for trail signage including interpretive, safety and regulatory signs.
- 5.8.2 Develop trail improvements using the Lake Stevens Trails Master Plan to design and development standards that facilitate maintenance, security and other appropriate personnel, equipment and vehicles and includes:
 - a. Trail systems with appropriate supporting trailhead improvements that include interpretive, directory and mileage signage as well as rules and regulations for trail use.
 - b. Provide site furnishings such as benches, bike racks, dog waste stations and trash containers.
 - c. Locate trails in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and to take advantage of access to existing restrooms and drinking water, thereby reducing duplication of supporting improvements.
 - d. Design outdoor picnic areas, trails, playgrounds, courts, fields, parking lots, restrooms, and other active and supporting facilities to be accessible to individuals and organized groups of all physical capabilities, skill levels, age groups, income and activity interests.
- 5.8.4 Implement the provisions and requirements of the Americans with Disabilities Act (ADA) and other design and development standards that will improve park facility safety and security features for park users, department personnel, and the public-at-large.
- 5.8.5 Promote sustainable landscapes to increase the ecological functions of natural areas and utilize native vegetation in planted areas, where possible.
- 5.8.6 Choose durable products to promote human health in a safe environment and consider life-cycle analysis of materials options. Incorporate green building technology including nontoxic materials and sustainable development practices. Select local products where feasible. Consider environmental as well as economic impacts

GOAL 5.9 INCREASE AWARENESS OF PARK AND RECREATION ACTIVITIES.



Chapter 5 – Parks, Recreation and Open Space Element

Policies

- 5.9.1 Promote the use of local parks through the media, Aquafest, other festivals and by providing information as to their availability such as publishing maps showing park locations and their available facilities.
- 5.9.2 Promote and provide volunteer opportunities.
- 5.9.3 Facilitate community involvement, ~~and~~ stewardship and environmental education.
- a. Continue and expand the volunteer work party program.
 - b. Continue and expand the Adopt-a-Trail program.
 - c. Develop interlocal management agreements.
 - d. Encourage participation in community trail events.
 - e. Expand on existing relationships with schools, business and non-profit organizations to integrate environmental education and a sense of stewardship via local educational programs and volunteer events.
- 5.9.4 Promote environmental protection as part of providing a successful park and recreation program by establishing a permanent celebration promoting Earth Day activities
- 5.9.5 Where appropriate, use adopt-a-park programs, neighborhood park watches, park police patrols and other innovative programs that will increase safety and security awareness and visibility.
- 5.9.6 Provide historic and natural interpretation opportunities throughout the city's park system.
- 5.9.7 Promote commercial recreation opportunities along the Centennial Trail and on and near the lake.
- 5.9.8 Utilize interpretive materials to highlight features such as native flora and historic points of interest

GOAL 5.10 CREATE EFFECTIVE AND EFFICIENT METHODS OF ACQUIRING, DEVELOPING, OPERATING AND MAINTAINING FACILITIES AND PROGRAMS THAT ACCURATELY DISTRIBUTE COSTS AND BENEFITS TO PUBLIC AND PRIVATE INTERESTS.

Policies

- 5.10.1 Establish financing mechanisms to ensure that adequate parks, open space and recreation facilities are available to the community.



Chapter 5 – Parks, Recreation and Open Space Element

- 5.10.2 Investigate innovative available methods or the financing of maintenance and operating needs in order to reduce costs, retain financial flexibility, match user benefits and interests and increase facility services.
- 5.10.3 The city shall explore, and where appropriate, adopt a creative funding strategy which takes advantage of traditional sources such as capital budgeting, grants, and developer contributions, but also non-traditional sources including, but not limited to, volunteers, dedication of benches or other amenities for fundraising, interlocal agreements, donations, foundations, interjurisdictional partnerships and other appropriate mechanisms.
- 5.10.4 In developing the park system, encourage donations and dedications, conservation easements, innovative land use contractual agreements and other methods involving foundations, organizations, associations, trusts, developers, landowners, others from the private sector and neighboring and regional governments.
- 5.10.5 Allow fee stewardship programs to be established in conjunction with recognized land conservancies to maintain dedicated natural areas in lieu of permitting homeowner associations to assume such responsibilities (assuming the city does not wish to assume such responsibility).

GOAL 5.11 EXPAND ACTIVE RECREATION FACILITIES.

Policies

- 5.11.1 Assess existing active recreation and athletic facilities, explore innovative solutions, and engage communities to better meet community needs. Look for opportunities to improve existing athletic facilities.
- 5.11.2 Investigate sites for new athletic facilities that will help meet anticipated growth in the city and region efficiently and sustainably.
- 5.11.3 Partner with private and public organizations for funding opportunities for indoor and outdoor athletic facilities in an equitable and inclusive manner that caters to the city's diverse needs and foster a sense of community ownership and belonging.
- 5.11.4 Design diverse recreational programs and explore multi-use designs and flexible spaces for varied activities and events.



GOAL 5.12 FOSTER RESILIENCE AND CLIMATE ADAPTATION IN THE LOCAL PARK SYSTEM BY INTEGRATING ENVIRONMENTAL IMPROVEMENT AND SUSTAINABILITY INTO ALL STAGES OF PARKS, RECREATION AND OPEN SPACE PLANNING, DEVELOPMENT, OPERATIONS AND MAINTENANCE.

Policies

5.12.1 Ensure cohesive and comprehensive environmental strategies are incorporated into park management and operations.

5.12.2 Incorporate sustainable building practices, low-impact development and energy-efficient components into the design, development, and maintenance of the park system.

5.12.3 Identify and prioritize environmentally degraded areas within parks and open spaces, implementing site-specific restoration plans when feasible.

5.12.4 Employ native and resource-efficient flora for landscaping, manage invasive vegetation through environmentally sound methods, and advocate for community education on invasive species.

5.12.5 Establish sustainability metrics that evaluate climate change adaptation, resiliency, water conservation, and tree canopy coverage within the parks and recreation system.

5.12.6 Expand community education opportunities on topics such as environmental conservation, invasive species management, and the importance of sustainability to foster a sense of community stewardship and responsibility.

GOAL 5.13 IMPROVE PUBLIC ACCESSIBILITY AND FOSTER A SENSE OF COMMUNITY STEWARDSHIP OF THE WATERFRONT AREAS OF LAKE STEVENS.

Policies

5.13.1 Protect and cultivate the Lake Stevens shoreline as a distinct regional asset for recreation, education, and environmental conservation, emphasizing its significance to the community's identity.

5.13.2 Address and enhance safety and accessibility at existing publicly owned water access locations, ensuring they meet the community's needs.

5.13.3 Seek and, as funding permits, procure additional waterfront properties to bolster existing public access points and recreational areas.

5.13.4 Develop and maintain partnerships within the community that advocate for waterfront access, protection, and utilization, reinforcing collective efforts for waterfront preservation and enjoyment.

ECONOMIC DEVELOPMENT GOALS AND POLICIES

GOAL 6.1: IMPROVE THE CITY'S ECONOMIC CONDITIONS FOR A HEALTHY VIBRANT, AND SUSTAINABLE COMMUNITY WITH A HIGH QUALITY OF LIFE

Policies

- 6.1.1 Maintain responsible financial stewardship and accountability.
- 6.1.2 Invest in and promote public infrastructure and services that are cost effective and efficient that support Economic Development goals.
- 6.1.3 Preserve and protect the natural beauty including the lake and the spectacular mountain and scenic views.

GOAL 6.2: MANAGE COMMERCIAL GROWTH IN CENTERS.

Policies

~~6.2.1 Direct non-residential growth to the city's centers: Downtown, 20th Street SE Business Corridor, Lake Stevens Center, and Hartford Industrial.~~

6.2.1 Concentrate commercial development within established subareas and growth centers: Downtown Lake Stevens, the 20th Street SE Corridor, Lake Stevens Center, and the Lake Stevens Industrial Center.

~~6.2.2 Establish a vision and implementation plan for each of the centers through subarea planning.~~

~~6.2.3~~ 2 Identify the role each center has in the city's economic balance.

GOAL 6.3: ENHANCE RETAIL AND PERSONAL SERVICES GROWTH TO ADDRESS THE COMMUNITY'S NEEDS AND EXPAND THE CITY'S RETAIL SALES TAX BASE.

Policies

- 6.3.1 Focus business recruitment efforts toward the needs of the Lake Stevens community demographic.
- 6.3.2 Use available retail recapture data for advancing recruitment targets.
- 6.3.3 Develop a Business Retention and Expansion program to foster and grow local business.

6.3.4 Strive to improve the jobs-to-housing balance by supporting policies to attract livable wage jobs to promote economic opportunity and sustainability for residents

6.3.4 Create destination shopping experiences where feasible, such as downtown, that take advantage of the community assets.

6.3.5 Develop incentives to entice businesses to locate in Lake Stevens.

GOAL 6.4: SUPPORT EMPLOYMENT GROWTH IN THE CITY.

6.4.1 Develop zoning strategies for employment/business areas that is flexible to support diverse employment growth and large employers.

6.4.2 Identify sectors of the economy where opportunities exist to create additional jobs and identify potential strategies for attracting employment. Cultivate relationships with executives living in the community who may be looking to move business into the area.

6.4.3 ~~Allow for an appropriate~~ Ensure the city retains sufficient and strategically allocated amount of industrial/business zoned land capacity to improve the city's jobs-to-household balance.

6.4.4 Office uses should be encouraged in the industrial zones to balance existing service, retail, and industrial based jobs.

GOAL 6.5: ENHANCE AND SUPPORT TOURISM IN LAKE STEVENS AS A PREMIERE DESTINATION.

Policies

6.5.1 Grow the city's tourism through special events that are consistent with the community's values.

6.5.2 Promote tourism using multiple media outlets and highlight the community assets.

6.5.3 Explore expanding additional options for tourist lodging.

6.5.4 Invest in public spaces and recreational facilities to attract tourists.

6.5.5 Support and promote the arts within the Lake Stevens.

GOAL 6.6: PARTICIPATE AND FOSTER PUBLIC AND PRIVATE PARTNERSHIPS.

Policies

- 6.6.1 Engage with other public agencies to partner in projects that would benefit the public and support.
- 6.6.2 Allow for opportunities to create public/private partnerships when feasible.
- 6.6.3 Encourage public and private partnerships to sponsor and promote public improvement programs, community events, and support implementation of the Beautification Plan.
- 6.6.4 Support education and training programs to enhance the local workforce in coordination with regional organizations, institutions, businesses, and other stakeholders to expand higher education and employment resources.

GOAL 6.7: PROVIDE A PREDICTABLE AND EFFICIENT DEVELOPMENT ATMOSPHERE.

- 6.7.1 Create streamlined process for licensing and permitting development projects that meet the city's land use goals.
- 6.7.2 Create clear fair and equitable development standards and permissible uses.
- 6.7.3 Identify municipal code provisions that may preclude emerging industries, technologies, and services that promote environmental sustainability, especially addressing climate change and resilience from entering the city.

GOAL 6.8: SUPPORT BUSINESSES AND JOB CREATION, INVESTING IN ALL PEOPLE, SUSTAINING ENVIRONMENTAL QUALITY, AND CREATING GREAT CENTRAL PLACES, DIVERSE COMMUNITIES AND HIGH QUALITY OF LIFE.

Policies

- 6.8.1 Promote economic activity and employment growth that creates widely shared prosperity and sustains a diversity of family-wage jobs for the city's residents.
- 6.8.2 Support business startups, small businesses and locally owned businesses to help them continue to prosper.
- 6.8.2 Address unique obstacles and special needs – as well as recognize the special assets – of disadvantaged populations in improving the region's shared economic future.
- 6.8.3 Foster appropriate and targeted economic growth in distressed areas to create economic opportunity for residents of these areas.

6.8.4 Conduct a business equity analysis to understand to understand economic disparities that may impacting disadvantaged or underrepresented communities.

GOAL 6.9 SUPPORT EQUITABLE AND DIVERSE BUSINESS OPPORTUNITIES.

6.9.1 Coordinate with local organizations to facilitate networking and knowledge-sharing events that expand access for underrepresented communities to resources and mentors.

6.9.2 Encourage volunteer programs where experienced business leaders share their expertise with startups from underrepresented communities.

6.9.3 Encourage retention and recruitment of locally, women-, and minority-owned small businesses and start-ups and established and emerging industries, technologies, and services that promote environmental sustainability.

6.9.4 Encourage local businesses to consider flexible work arrangements to accommodate a diverse range of employee needs and lifestyles.

GOAL 6.10: PROMOTE SUSTAINABLE ECONOMIC DEVELOPMENT ACTIVITIES WHICH CONSIDER THE AREA'S ENVIRONMENTAL HEALTH, NATURAL RESOURCES, PUBLIC SERVICES, AND FACILITIES.

POLICIES

6.9.1 Encourage businesses to adopt green practices by offering incentives for sustainable operations and supporting the growth of "green" industries.

6.9.2 Collaborate with local organizations to educate and inform businesses about the importance of businesses integrating socially and environmentally responsible practices into their operation.

6.9.3 Use city communication channels to encourage urban planning that integrates green building practices and energy-efficient design.

6.9.4 Implement the Climate Sustainability Plan and encourage environmentally sound practices as the city, residents and businesses.