

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.

February 25, 2025 - 6:00 PM

In person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

Join Zoom Meeting: [Zoom Link](#)

Meeting ID: 84751278340 Passcode: 485666

or call in at (253) 215-8782 Meeting ID 84751278340

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Waste Management Annual Report Robin Freedman
 - B. Swearing in for Officer Sutton Jeffrey Beazizo
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. Public Records Act Update Caitlin Weaver
 - B. Private Stormwater Maintenance Program Aaron Halverson, Shannon Farrant
 - C. Public Works Department Report Aaron Halverson
10. **Consent Agenda**
 - A. 2025 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of February 11, 2025 Caitlin Weaver
 - C. Contract for Salmonid Basins Plan Aaron Halverson,

Shannon
Farrant

11. Public Hearing

- A. Amended Ordinance 1188 - 2024 Comprehensive Plan David Levitan

12. Action Items

- A. Interlocal Agreement for 131st Ave NE Sewer Extension Developer Extension Agreement Kim Klinkers,
Aaron Halverson

13. Discussion Items

- A. LakeView Flats Development Agreement Christi Schmidt

14. 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.

2024
ANNUAL REPORT
City of Lake
Stevens



WM Contract Highlights

- 4/1/2021-10-year contract
- Garbage weekly, recycle EOW with a larger cart! (96-gallon cart), YW weekly for subscribers
- Two annual clean up events (Spring/Fall) for residents to discard unwanted household items, recyclables, and yard debris, **next one scheduled for April 26, 2025!**
- Disabled veterans with a 30% or greater disability receive a 10% discount
- WM contributes \$5,000 annually to the City to support community events.

Lake Stevens Residential Customers

- Garbage: 10,880
- Recycle 10,870
- Organics 6,157

WM Operations

- Operations Update
- Inclement Weather Processes
- Smart Truck Technology



WM Customer Feedback

Good morning,

I want to recognize an employee of Waste Management for what he did this morning...something that was above and beyond in my eyes.

My grandson, Paxton, has a fascination w/ garbage trucks...he loves them. He has a few toy garbage trucks, w/ the garbage cans and plays almost daily w/ them either outside or in. He also watches videos of garbage trucks performing their duties and loves everything that they do and the way the look.

I had stopped the gentleman last week and told him about my grandson's love of all things in his job. Today, he took time out of route to make my grandson's world.

When I tell you that it was one of the best things my grandson has ever experienced, I'm not doing it justice. He was/is beyond ecstatic and can't stop talking about it. It melted his heart and the smile hasn't & won't leave his face!!

I am a Director of Sales and truly know the incredible value of customer service...this was a huge example of exemplary customer service, and it blessed a little boy w/ something he will never forget.

I don't know the gentleman's name, however, here is my address so I hope someone can pull him up and identify him:

John E. Cannon
8432 3rd Street SE
Lake Stevens, WA 98258

This was something that meant the world to him, myself, and my family...thank you and please thank him from all of us.

John



Modernizing WM Support for Today's Customers

City of Lake Stevens

Select Language

Powered by Google Translate

Residential

Apartments/Condos

Commercial

Recycling

Garbage

Yard / Food Waste

Rates and Billing

Pay My Bill

Home

SERVICE ALERTS
If your service is interrupted, the most up-to-date information is right here!

SCAN FOR APP

My WM MOBILE APP
Manage accounts
Change communication preferences
Make payments
Request services
View pickup schedules

THIS WEBSITE IS YOUR #1 RESOURCE FOR INFORMATION

• Report missed collection • Order replacement cart

• Schedule special pickup • Change service level

SUBMIT PRIORITY REQUEST

Live chat with agents
M-F 7 am - 7 pm, Saturday 8 am - 12 pm

Automated Virtual Assistant

EMAIL: pnwrsservices@wm.com
TO START SERVICE, CALL: 1-800-592-9995 (M-F, 7 am - 7 pm, Saturday 9 am - 1 pm)

Sustainability starts in the community. With WM as your partner, you can count on reliable service and solutions that help keep our community sustainable, clean and safe. Thank you for partnering with WM, for a sustainable tomorrow.



Collection Information

Collection Guidelines
Recycling and
Food/Yard Waste Information

What goes in my
recycling cart?

What goes in my
food/yard cart?

Get Service
Alerts
by Text

Opt-in for up-to-date
information on service
updates, reschedules,
and delays.



Cascade Recycling Center (CRC)



WM State-of-the-Art Recycling

- **Increase** capacity/throughput
- **Improve** commodity recovery and material quality
- **Maximize** material values

- Rebuilt in 2023, the CRC received a complete rebuild with next generation design and the most advanced technologies in the industry.
- Intelligent sorting enables communication throughout the facility, allowing systems to work together to rapidly identify and remove contaminants.
- Optical sorters (like human eyeballs!) analyze materials along conveyor belts and use air jets to sort items, 600 pieces per minute, (just imagine 600 Coke or Pepsi cans being sorted in one minute!)
- Processes recyclables collected from curbside carts (250,000 households) and businesses across Western Washington.
- Capacity to process 650 tons of recyclable material per day (that is about 4 times heavier than the Statue of Liberty!)



Cascade Recycling Center (CRC)

Lake Stevens Recycling

Recycle Composition

COMMODITY	2024												Grand total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Aluminium	4.9	4.7	4.8	4.5	5.5	5.3	6.8	4.1	3.6	4.1	3.2	4.1	55.5
Cardboard	86.9	58.4	58.5	63.8	71.8	81.6	94.0	56.3	53.2	66.8	50.5	64.1	805.9
Colored HDPE...	1.6	1.6	1.8	2.0	1.4	2.3	2.6	2.2	1.2	1.4	1.0	1.3	20.4
Glass	77.2	55.5	37.8	41.6	43.1	38.8	51.8	40.0	34.8	41.1	36.9	47.3	545.8
Mixed Paper	93.4	76.9	78.2	64.1	70.9	47.4	74.3	60.4	59.9	81.3	88.9	126.6	922.2
Natural HDPE ...	1.3	1.2	1.3	1.3	9.5	1.3	1.3	1.2	8.6	10.1	7.9	8.3	53.2
Newspaper	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PET Plastic	8.8	7.3	7.8	8.6	9.8	8.8	11.6	8.8	4.1	0.9	0.0	5.1	81.4
Plastic Film	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Plastics #3-7	0.0	0.0	0.0	0.0	3.2	0.0	0.0	0.0	2.9	3.5	2.2	2.2	13.9
Residue	34.7	26.2	42.4	44.1	55.7	41.3	59.2	49.7	47.7	57.6	50.0	50.8	559.4
Scrap Metal	1.9	2.1	2.8	2.3	2.3	3.3	3.2	2.9	3.6	4.9	4.2	4.8	38.2
Tin	4.9	3.4	4.0	4.3	4.9	3.8	4.8	3.7	0.0	0.0	0.0	0.0	33.7
Grand total	315.5	237.2	239.3	236.6	278.0	233.7	309.6	229.3	219.4	271.7	244.9	314.5	3,129.7



2024 ANNUAL REPORT City of Lake Stevens

Robin Freedman
WM Senior Public Sector
Manager
425-623-5013
rfreedma@wm.com



CITY DEPARTMENT REPORT



Agenda Date: 2/25/2025

Contact Person/Department: Aaron Halverson, Shannon Farrant, Public Works

This report is to provide the City Council with an update and overview of the private stormwater facility maintenance program. This program consists of three main components: (1) facility prioritization, (2) education and outreach, and (3) enforcement. This presentation will overview each category and provide a status update. We anticipate implementing this program in the summer of 2025.

The program's goal is to establish a structured and data-driven approach to managing private stormwater infrastructure to enhance flood mitigation, improve water quality, and sustain long-term infrastructure sustainability. Additionally, this program aims to develop a policy and procedure for the city's level of service in managing private stormwater facilities.

(1) There are 167 private stormwater detention facilities that have been inspected. Approximately 87 percent of the facilities require some degree of maintenance. Typical maintenance requirements include sediment and vegetation removal and clearing pipes. It is estimated that the cost range to perform the required maintenance for 98 percent of the facilities is between \$1,000 and \$15,000 per facility. A prioritization criteria was developed to evaluate each facility that was inspected and rank the priority for maintenance. This criteria serve as a baseline for the program.

(2) Over the past several years, the City has been working with homeowners' associations (HOA) and private property owners to maintain their stormwater facilities through an education and outreach program. To enhance this program, City staff are developing an interactive website where property owners and HOAs can identify their facilities, provide contact information, learn about the health of their facility, and access tools and resources to perform the maintenance.

(3) City staff's first approach to achieving compliance is working with the property owners to perform the work themselves. The third component of this program is developing a policy and procedure for performing enforcement to ensure the work is done. City staff are still working with the legal team to develop this policy and outline steps for City staff to take should enforcement action be necessary.



One Community Around The Lake

Private Stormwater Facility Maintenance Program

TAYLOR PESCE, SURFACE WATER FIELD
TECHNICIAN

2/25/2025

Overview



- **Program Purpose**
- **Facility Prioritization** (7 slides)
- **Education and Outreach** (4 slides)
- **Enforcement** (1 slide)
- **Summary** (1 slide)

Program Purpose – Maintain private stormwater detention facilities

- Establish a consistent and transparent method for evaluating and prioritizing stormwater facilities
- Develop tools, resources, and education for property owners to comply with maintenance standards
- Develop and implement an enforcement process

Criteria for Evaluation

- 167 residential facilities
- Approx 33% without an active HOA
- 78 commercial facilities

Criteria	3	2	1
HOA Active	No	Unknown	Yes
Homeowner participation towards solution	No	Started conversation	Homeowners actively working towards solution
Stormwater Facility impacts structures within subdivision	Yes	Likely	No
Stormwater Facility impacts structures outside subdivision	Yes	Likely	No
Type of Maintenance	Reconstructi on	Repairs and Maintenance	Routine Maintenance
Cost	0 - 15,000	15,001 - 24,999	25,000+
Discharge directly to receiving waters	Yes	Within 1/4 Mile	No
Stormwater Facility floods public infrastructure	Yes	Likely	No

Evaluation										
Location Name	Total Estimated Cost Contractor/Admin Inflation Factor	HOA Active	Homeowner participation towards solution	Facility impacts structures within subdivision	Facility impacts structures outside subdivision	Type of Maintenance	Cost	Discharge directly to receiving waters	Facility floods public infrastructure	Score
Evergreen Court	\$23,760.00	3	2	3	2	3	2.00	3	1	19
13030 16TH ST NE Robinett SP detention pipe	\$4,620.00	2	3	2	2	1	3.00	2	2	17
Maple Rock detention vault	\$1,980.00	1	2	3	3	2	3.00	1	1	16
Inglewood Estates detention pond	\$2,640.00	1	3	1	2	2	3.00	3	1	16
Willowood Blk 2 detention pond S	\$4,620.00	3	3	1	1	1	3.00	3	1	16
Noble Court detention pond W	\$9,900.00	1	1	3	2	3	3.00	2	1	16
Arcadia detention pond	\$1,980.00	1	2	3	2	2	3.00	1	1	15
3rd PI SE detention pond	\$2,640.00	2	2	2	1	2	3.00	2	1	15
Cavalera detention pond	\$4,620.00	1	3	2	1	2	3.00	2	1	15
3rd St SP detention pond	\$5,280.00	3	3	1	1	1	3.00	2	1	15
Vernon Place detention pond	\$6,600.00	3	3	1	1	1	3.00	2	1	15
Parkway Ridge detention pond N	\$6,600.00	1	3	1	2	1	3.00	3	1	15
Hillcrest Estates detention pond	\$7,260.00	3	3	1	1	1	3.00	2	1	15
Taylors Court detention vault	\$7,260.00	1	3	2	1	1	3.00	3	1	15
Pilchuck Meadows detention pond	\$11,220.00	3	3	1	1	1	3.00	2	1	15
North Star II detention vault	\$330,000.00	1	1	2	2	2	2.00	2	2	14
Brookside Div 2 detention pond	\$1,320.00	3	2	1	1	1	3.00	2	1	14
Bayview at Lake Stevens detention vault	\$1,320.00	1	2	2	1	1	3.00	3	1	14
The Village detention pond	\$1,320.00	1	3	2	1	2	3.00	1	1	14
Autumn Crest bioretention cells	\$1,584.00	1	3	2	1	2	3.00	1	1	14

Key Findings

98% of facilities fall into \$1,000-15,000 cost range

High-priority facilities are concentrated in older neighborhoods or HOA-managed areas

Common maintenance issues:

- sediment buildup,
- vegetation overgrowth,
- and inlet/outlet blockages

Labor Cost	Count of Labor Cost
0	1
150	1
400	1
500	2
750	3
850	1
1000	18
1200	6
1500	31
1800	1
2000	26
2500	18
3000	24
3500	16
3550	1
4000	14
4500	18
5000	15
5500	6
6000	7
6500	8
7000	3
7500	7
8000	6
8500	5
9000	2
9500	1
10000	4
18000	1
200000	1
250000	1
(blank)	
Grand Total	249

Examples of Maintenance Deficiencies









Education and Outreach



WHAT IS A DETENTION POND?

You're looking at it! This bowl-shaped section of land is a helpful stormwater treatment system that helps prevent flooding and polluted stormwater runoff from entering the Puget Sound. Most of the stormwater treatment system is underground, but the detention pond is a very important part of the system.

HOW DOES IT WORK?

Some of the pollutants in stormwater are like superfoods for plants, but in a natural stream or wetland, they can cause problems by encouraging too much plant growth. By capturing stormwater, fewer of these nutrients enter natural streams and wetlands and instead go to plants in the detention pond. Bugs and microorganisms living in the mud then help cleanse the stormwater of pollutants.

WHO MAINTAINS THESE PONDS?

As a member of your Homeowners Association (HOA), you do! In order for the detention pond to work correctly, it needs regular maintenance. The City will regularly inspect public and private drainage facilities like this to determine whether it meets performance standards.

WHY MAINTENANCE IS IMPORTANT

Plants	Control Structures	Soils
Plant control, including weeding, mowing, and other maintenance, can ensure that the pond works as intended. Poor management can result in clogged pipes, stagnant water, and overgrowth.	Control structures are manholes at the pond outlet. They control how fast water leaves the pond, so that nearby creeks do not get flooded during a storm. Control structures need to be maintained by an expert, to make sure the complicated pipe system inside does not become plugged.	Detention pond soils are designed to clean and soak in water. If the soils are not cared for, they can become clogged with pollutants.

MAINTENANCE HAZARDS

Maintaining a stormwater pond has significant risks, and may result in injury if not done properly. Please work with your local municipal stormwater authority and a licensed contractor to carry out maintenance in a safe and effective manner.

To know more about what's going on in your neighborhood conservation efforts, visit ILoveLake.org



Scan this QR Code to be taken to ILoveLake.org

FOR MORE INFORMATION, PLEASE CONTACT THE CITY OF LAKE STEVENS:

Shannon Farrant sfarrant@lakestevenswa.gov 425-330-8562	Jon Stevens jstevens@lakestevenswa.gov 425-622-9458
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Snohomish Conservation District

working together for better ground since 1941



Example of a Success Story





Public-Facing Website

- Improve interactions with HOA and non-represented developments
- Create a platform for residents to report and update HOA contact information
- Provide information and tools for stormwater compliance

Private Stormwater Facility

Find Out How Your Facility is Doing – Scan Here

QR Code Space

For questions or concerns, contact the City of Lake Stevens Public Works

www.lakestevenswa.gov

This facility belongs to:

Storm facility name sticker space

This stormwater facility helps protect local water quality and prevent flooding, proper maintenance ensures this facility functions correctly



Enforcement

INTERFERE WITH THE PUBLIC TRAIL AND PUBLIC RECREATION/OPEN SPACE OR ALLOW THE UNDERGROUND DETENTION FACILITY TO BECOME A HAZARD. THE UNDERGROUND DETENTION FACILITY SHALL BE SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF LAKE STEVENS. IF THE HOA FAILS TO CORRECT SUCH INTERFERENCE OR HAZARD, THEN THE CITY MAY REMOVE THE INTERFERENCE OR HAZARD AND THE HOA SHALL REIMBURSE THE CITY FOR ITS INCURRED COSTS, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF ENFORCEMENT AND COLLECTION. OWNERSHIP AND MAINTENANCE OF SAID UNDERGROUND DETENTION FACILITY CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE HOA. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. IF THE HOA FAILS TO COMPLY WITH THE REGULATIONS OF THE CITY, THE CITY MAY CORRECT THE NON-COMPLIANCE AND THE HOA SHALL REIMBURSE THE CITY FOR ITS INCURRED COSTS, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF ENFORCEMENT AND COLLECTION. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL OWNERS OF LOTS WITHIN THIS SUBDIVISION, WITH THE APPROVAL OF THE CITY, HAVE DISSOLVED THE HOA, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE UNDERGROUND DETENTION FACILITY PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTENANCE, MEMBERSHIP IN THE HOA AND PAYMENT OF DUES.

11.06.080 Construction and Maintenance of Stormwater Facilities.

- (a) All stormwater facilities required under this chapter shall be constructed and maintained as set forth in the Stormwater Manual and the permits and/or approvals of the City.
- (b) Maintenance of Private Stormwater Facilities.
 - (1) The person or persons holding title to the property and the applicant required to construct a stormwater facility shall remain responsible for the facility's continual performance, operation, and maintenance in accordance with the standards and requirements of the Stormwater Manual, this chapter, and the permits and/or approvals of the City and shall remain responsible for any liability as a result of these duties. This requirement shall apply to all facilities not otherwise accepted by the City for maintenance as set forth in subsection (c) of this section.
 - (2) The City shall have authority to periodically enter upon the property and inspect the facilities to ensure such compliance and to issue orders requiring maintenance and/or repair. In event that the titleholders or other responsible parties do not effect such maintenance and/or repairs, the City may perform such work, and the cost thereof shall be recoverable by the City from said titleholders or other responsible parties and/or by filing a lien against the property.
 - (3) When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed in accordance with the following schedule:
 - (i) Within one year for typical maintenance of facilities, except catch basins.
 - (ii) Within six months for catch basins.
 - (iii) Within two years for maintenance that requires capital construction of less than \$25,000.

Summary

- Inventory of all private facilities – done
- Prioritize maintenance needs of developments – done
- Education materials – done
- Public facing collaborate and communication tool – in-progress
- Developing an enforcement policy – in-progress

Implementation of this program is scheduled to kick off this summer!



Questions and Comments

CITY DEPARTMENT REPORT



Agenda Date: 2/25/2025

Contact Person/Department: Aaron Halverson, Public Works

A draft ILA for extending the sewer main on 131st Ave NE is before the Council this evening. As the Council considers this contract, they should be aware of the following:

1. The 131st Ave NE sewer main project is listed in the Lake Stevens Sewer District's (District) comprehensive plan as a 2025 project that has been approved by the City and District, allocating \$1.02 million of District funds for the project. Below is the line item from the District's comprehensive plan regarding this matter:

131 st Avenue NE	E5-B	Capital	2025	\$1,020,000	\$1,020,000	Construct 1,400 LF 8" g
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2. The current ILA before the Council does not address cost-sharing, but the District has stated that a future ILA will address this matter. The City will continue to negotiate in good faith.

Below is the response from General Manager Low regarding this matter:

Discussions have continued in the Utility Committee and at the staff level indicating a 50-50 partnership in the construction costs of the 131st Ave NE sewer project. The District's budgeted amount matched the proposed amount of \$700,000 that was presented in the City's budget. This commitment has not changed. The amount shown in the ILA only represents the full amount of connection charges contribution. As we discussed before, the District's financial contribution (actual cash to be paid out) to the project will be documented by resolution of the Board. Once the project is bid we will have a better idea of actual costs. As stated above, the District fully intends to participate financially in this project.

3. The Unification Agreement requires that District implement local improvement districts to provide sewer in the industrial-zoned land upon annexation by the District. The Lake Stevens Sewer District has not fulfilled this requirement, but their approved comprehensive plan attempts to address this issue either through district-funded projects or through developer extensions. Below is the section from the Unification Agreement regarding this matter:

- 4.15. Upon District annexation, the District shall implement sewer collection and conveyance system improvements and expansion projects in the industrial-zoned land in the City limits by creation of utility local improvement districts. The District shall notify the Sewer Utility Committee of its intent to utilize this process for construction of sewer facilities.

4. The District has approved a down payment for a building that is intended for the Sunnyside Property, where the treatment plant is located. This city-owned property, which is leased to the District, requires that the District obtain approval to alter the property. The City has not received a formal request for this alteration, but we are negotiating alternatives as noted GM Low's comments for storage and work space at the Public Works Facility. Below is the section from the lease regarding this matter:

10. **ALTERATIONS:** Lessee is specifically authorized to construct a new wastewater treatment plant ("the Sunnyside WWTP") and all sewer utility related improvements, consistent with the terms and conditions of the Unified Sewer Services and Annexation Agreement, and Amendments 1 and 2 between the parties. Lessee shall not construct or make any other alterations, additions or improvements in or to the lease premises without the prior written consent of Lessor. Such consent shall not be unreasonably withheld.

Below is General Manager Low's response to the City's inquiry regarding this matter:

The District has indicated they are in need of a shop for storage, equipment and work to be performed at the wastewater treatment plant. In addition, the District's 5,200 SF field operations location lease will be ending December 31, 2025 for PUD to expand the substation and the District will need indoor parking for the vector truck. This is not a new topic, as it was discussed at a Commissioner workshop in May 2022 and with the Utility Committee in June 2022. Preliminarily, it was proposed the wastewater treatment plant shop be expanded by a bay to be able to accommodate the vector. However, based on recent discussions, the District has requested the City draft a space lease agreement for storage of the District's vector at the City's Public Works facility.

5. Right-of-Way Permits in Downtown Lake Stevens issued to the District continue to be extended and modified at their request, impacting businesses and use of the downtown area. These permits are under the purview of the Public Works Department, and we are concerned as we frequently hear from local businesses that the construction is having a substantial impact. Public Works will continue to monitor the construction schedule and work to mitigate impacts caused by roadway closures with careful review of traffic control plans. General Manager Low's response to this matter is below:

The District is currently working on \$14.5 million sewer projects downtown. More information can be found on the District's website ([Lake Stevens Sewer District](#)) or

contact them directly. The District understands that this is a high-impact project, however, it is absolutely necessary. The projects require ROW permits and extensive coordination. The City, District, and District's contractors are in regular communication on these projects and are coordinating as best as possible with the City's contractors for the Main Street Improvements. The District's downtown projects must be completed to meet current downtown capacity needs and expand capacity for the industrial area (including the 131st Ave NE project).

BLANKET VOUCHER APPROVAL
2025

Payroll Direct Deposits	2/10/2025	\$430,012.89
Payroll Checks	62790	\$3,083.73
Electronic Funds Transfers	ACH	\$545,766.23
Claims	62791-62903	\$360,325.29
Void Checks		
Total Vouchers Approved:		\$1,339,188.14

This 25th day of February 2025

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

February 25, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$433,097	32%
Payroll Federal Taxes	\$158,012	12%
Excise Tax	\$3,969	0%
Retirement Benefits - Employer	\$92,116	7%
Medical Benefits - Employer	\$263,535	20%
Other Employer Paid Benefits	\$8,163	1%
Employee Paid Benefits	\$35,363	3%
Supplies	\$66,336	5%
Professional Services	\$236,444	18%
Refunds	\$3,776	0%
Capital *	\$36,983	3%
Debt Payments	\$1,394	0%
Total	\$1,339,188	100%

Large Purchases *

* Supermicro Internet High Speed and Security \$10,018

* Hardware Refresh Dell Rugged \$17,466

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 02/07/2025 - 02/20/2025

Total for Period
\$906,091.52

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-45237	001 008 521 20 31 06	LE - Uniform Clothing	Armor - C Wells	62799	\$1,970.69
911 Supply Inc	INV-2-45238	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - M Hingtgen	62799	\$1,970.69
911 Supply Inc	INV-2-45354	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor - K Parnell	62799	\$1,970.69
911 Supply Inc	INV-2-45543	001 008 521 20 31 06	LE - Uniform Clothing	Trousers/Shirt - J Dreher	62799	\$628.92
911 Supply Inc	INV-2-45704	001 008 521 20 31 06	LE - Uniform Clothing	Armor - M Cooper	62799	\$1,967.08
911 Supply Inc	INV-2-45706	001 008 521 20 31 06	LE - Uniform Clothing	PD Uniform Name Tapes	62799	\$57.74
911 Supply Inc	INV-2-45708	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Name Tape/ID Panel - M Cooper	62799	\$87.27
					62799 Total	\$8,653.08
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Ball Valve	62800	\$5.94
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Ball Valve Threaded	62800	\$25.49
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Elbow Insert	62800	\$2.54
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Galvanized Steel Adapter	62800	\$5.94
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Polypropylene Male Adapter	62800	\$1.68
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	PVC Coupling	62800	\$6.79
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	PVC Elbow Insert	62800	\$3.05
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	PVC Pipe	62800	\$5.94
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	PVC Pipe Adapter	62800	\$3.04
Ace Hardware	80626/7	101 016 544 90 31 02	ST-Operating Cost	Steel Hose Clamp	62800	\$10.17
Ace Hardware	80627/7	101 016 544 90 31 02	ST-Operating Cost	Magnet Ceramic Disc CD8	62800	\$23.96
Ace Hardware	80627/7	101 016 544 90 31 02	ST-Operating Cost	Super Glue Gel	62800	\$11.99
Ace Hardware	80634/7	101 016 542 66 31 00	ST-Snow & Ice - Sply	Polypropylene 90 Degree Elbow	62800	\$2.54
Ace Hardware	80634/7	101 016 542 66 31 00	ST-Snow & Ice - Sply	Polypropylene Male Adapter	62800	\$1.68
Ace Hardware	80634/7	101 016 542 66 31 00	ST-Snow & Ice - Sply	PVC FIP Ball Valve Full Port Quarter-Turn Lever	62800	\$5.94
Ace Hardware	80637/7	001 013 518 20 31 00	GG-Operating Costs	Trash Bags - Gen Facilities	62800	\$19.71
Ace Hardware	80637/7	005 000 518 20 30 00	RP - Operating Supplies	Trash Bags - Gen Facilities	62800	\$6.95
Ace Hardware	80637/7	101 016 544 90 31 02	ST-Operating Cost	Trash Bags - Gen Facilities	62800	\$0.87
Ace Hardware	80637/7	410 016 531 10 31 02	SW - Operating Costs	Trash Bags - Gen Facilities	62800	\$1.45
Ace Hardware	80638/7	001 013 518 20 31 00	GG-Operating Costs	Keys - Gen Facilities	62800	\$16.26
Ace Hardware	80638/7	005 000 518 20 30 00	RP - Operating Supplies	Keys - Gen Facilities	62800	\$5.74
Ace Hardware	80638/7	101 016 544 90 31 02	ST-Operating Cost	Keys - Gen Facilities	62800	\$0.72
Ace Hardware	80638/7	410 016 531 10 31 02	SW - Operating Costs	Keys - Gen Facilities	62800	\$1.20
Ace Hardware	80645/7	001 013 518 20 31 00	GG-Operating Costs	Keys - Gen Facilities	62800	\$12.53
Ace Hardware	80645/7	005 000 518 20 30 00	RP - Operating Supplies	Keys - Gen Facilities	62800	\$4.42
Ace Hardware	80645/7	101 016 544 90 31 02	ST-Operating Cost	Keys - Gen Facilities	62800	\$0.56
Ace Hardware	80645/7	410 016 531 10 31 02	SW - Operating Costs	Keys - Gen Facilities	62800	\$0.92
Ace Hardware	80654/7	101 016 544 90 31 02	ST-Operating Cost	Snow Shovel	62800	\$43.98
Ace Hardware	80664/7	101 016 544 90 31 02	ST-Operating Cost	Extension Cord	62800	\$28.04
Ace Hardware	80671/7	101 016 544 90 31 02	ST-Operating Cost	Concrete Stain	62800	\$79.98
Ace Hardware	80671/7	101 016 544 90 31 02	ST-Operating Cost	Paint Roller Cover 6 pk	62800	\$13.99
Ace Hardware	80672/7	101 016 544 90 31 02	ST-Operating Cost	Metal Tray	62800	\$23.97
					62800 Total	\$377.98
AFLAC	721991	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$749.14
					EFT Total	\$749.14
Alexander Printing Co Inc	88252	101 016 544 90 31 02	ST-Operating Cost	Annual Report	62801	\$55.25

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Alexander Printing Co Inc	88252	410 016 531 10 31 02	SW - Operating Costs	Annual Report	62801	\$55.26
					62801 Total	\$110.51
All Battery Sales and Service	300-10158874	101 016 544 90 31 02	ST-Operating Cost	Light Bar/Uni-Lite LED	62802	\$191.05
All Battery Sales and Service	300-10158874	410 016 531 10 31 02	SW - Operating Costs	Light Bar/Uni-Lite LED	62802	\$191.06
					62802 Total	\$382.11
Amazon Capital Services	1141-633K-41HY	001 010 576 80 31 00	PK-Operating Supplies	Avery Expanding File Folder Organizer	62803	\$9.84
Amazon Capital Services	1141-633K-41HY	001 010 576 80 31 00	PK-Operating Supplies	First Aid Antiseptic Towelettes	62803	\$5.78
Amazon Capital Services	1141-633K-41HY	001 010 576 80 31 00	PK-Operating Supplies	Plastic Spray Bottles	62803	\$28.35
Amazon Capital Services	1141-633K-41HY	001 012 575 50 31 00	CS- The Mill- Ops	Safety Box with Digital Keypad - The Mill	62803	\$131.16
Amazon Capital Services	13JL-DNQD-GVH6	001 008 521 20 31 00	LE-Office Supplies	Aromatherapy Comfort Vanilla & Wall Flower Fragrance Refill	62803	\$25.19
Amazon Capital Services	13JL-DNQD-GVH6	001 008 521 20 31 00	LE-Office Supplies	Kitchen Lemon Wallflowers Refills	62803	\$27.08
Amazon Capital Services	13JL-DNQD-GVH6	001 008 521 20 31 00	LE-Office Supplies	Wall Fragrance Plug In	62803	\$21.85
Amazon Capital Services	14C4-HXYR-DDQL	101 016 544 90 31 02	ST-Operating Cost	Cord Hider Kit	62803	\$12.00
Amazon Capital Services	14GK-RH7Q-HGCY	001 004 514 23 31 00	FI- Operating Supplies	Microsoft Surface Slim Pen 2 Stylus	62803	\$142.08
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Navy Blue and Silver Balloons Garland Arch Kit	62803	\$10.91
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Police Banner Party Until The Cops Shown Up	62803	\$15.28
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Police Party Photo Booth Props Kit	62803	\$28.15
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Satin Table Runner Royal Blue	62803	\$20.74
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Silver Sequin Photography Backdrop Curtain	62803	\$30.25
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Thin Blue Line Black Table Runner	62803	\$28.38
Amazon Capital Services	14YV-4XRW-K669	001 008 521 20 31 04	LE-Donation Exp - Other	Thin Blue Line Police Small Mini American Flag on Stick	62803	\$11.71
Amazon Capital Services	161D-V619-9MQ4	001 008 521 20 31 06	LE - Uniform Clothing	Compression Pressure Dressing Trauma Wound Seal Bandages	62803	\$379.16
Amazon Capital Services	161D-V619-9MQ4	001 008 521 20 31 06	LE - Uniform Clothing	North American Rescue Hyfin Vent Chest Seal	62803	\$932.75
Amazon Capital Services	161D-V619-9MQ4	001 008 521 20 31 06	LE - Uniform Clothing	Stainless Steel Nurse Scissors	62803	\$294.65
Amazon Capital Services	161D-V619-9MQ4	001 008 521 20 31 06	LE - Uniform Clothing	Z-Folded Compressed Sterile Gauze	62803	\$212.61
Amazon Capital Services	19CC-QXV6-KM7W	001 008 521 20 31 01	LE-Fixed Minor Equipment	Lockable Storage Box	62803	\$109.06
Amazon Capital Services	1C3M-X6RQ-3VX3	001 008 521 20 31 00	LE-Office Supplies	Clipboards Letter Size	62803	\$23.82
Amazon Capital Services	1C3M-X6RQ-3VX3	001 008 521 20 31 00	LE-Office Supplies	Waterproof Notebook	62803	\$32.76
Amazon Capital Services	1F74-JWYF-6JXC	101 016 544 90 31 02	ST-Operating Cost	Ridge Pressure Washer	62803	\$84.15
Amazon Capital Services	1FRK-MPTP-6TTT	001 008 521 50 30 00	LE-Facilities Supplies	Honeywell VisionPro 8000 Digital Thermostats (5)	62803	\$631.25
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	3-Piece Adjustable Spud Wrench Set	62803	\$38.25
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Bolt Cutters	62803	\$51.22
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	DeWalt Metal Angle Grinder Thin Cutoff Wheel	62803	\$37.53
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Fiskars Power-Lever Hedge Shears	62803	\$27.29
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Nut and Bolt Thread Checker	62803	\$43.69
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Pick and Hook Set	62803	\$9.28
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 00	PK-Operating Supplies	Stainless Steel Fasteners Bolts	62803	\$10.92
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Tamper Resistant Metric Hex Bit Set	62803	\$13.46
Amazon Capital Services	1GQW-RVL6-WYKW	001 010 576 80 31 03	PK- Equipment & Tools	Tamper Resistant Star Bit Set	62803	\$12.71
Amazon Capital Services	1HLF-DLPF-GPF9	001 010 576 80 31 00	PK-Operating Supplies	Rechargeable Hand Warmers	62803	\$76.45
Amazon Capital Services	1JMQ-C6L1-34QC	001 008 521 20 31 00	LE-Office Supplies	Canon DR-M160II Office Document Scanner	62803	\$1,672.30
Amazon Capital Services	1K96-MRNC-4WXL	001 007 559 30 31 01	PB-Operating Supplies	Dreo Space Heater - G Huhta	62803	\$43.71
Amazon Capital Services	1KM7-P1M9-16M1	001 008 521 20 31 00	LE-Office Supplies	Heavy Duty Clothing Rack	62803	\$43.49
Amazon Capital Services	1LTV-MLCW-4T1X	001 010 576 80 31 00	PK-Operating Supplies	HP Ink Cartridge	62803	\$67.00
Amazon Capital Services	1LTV-MLCW-4T1X	101 016 544 90 31 01	ST-Office Supplies	HP Ink Cartridge	62803	\$66.99
Amazon Capital Services	1LTV-MLCW-4T1X	410 016 531 10 31 01	SW - Office Supplies	HP Ink Cartridge	62803	\$66.99
					62803 Total	\$5,530.24

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1LXW-7HMK-CMHF	101 016 544 90 31 02	ST-Operating Cost	USB-C CAR Charger/USB Cable	62804	\$30.05
Amazon Capital Services	1LXW-7HMK-CMHF	410 016 531 10 31 02	SW - Operating Costs	USB-C CAR Charger/USB Cable	62804	\$30.04
Amazon Capital Services	1M1J-M134-9GNK	001 002 513 11 31 00	AD- Operating Supplies	Wall Calendar	62804	\$8.73
Amazon Capital Services	1N4W-QVTD-9JL6	001 012 575 50 31 00	CS- The Mill- Ops	Safe Refund	62804	(\$119.14)
Amazon Capital Services	1N6V-WN34-4Y97	001 010 576 80 31 05	PK-R&M Supplies	Door Edge Guard/Seal Replacement	62804	\$17.48
Amazon Capital Services	1NPG-HHW3-LDK4	520 008 594 21 63 00	Vehicles - Capital Equip	B&W Trailer Hitches Receiver Hitch Lock	62804	\$49.19
Amazon Capital Services	1R69-FYPY-1MNY	101 016 544 90 31 02	ST-Operating Cost	Active Noise Cancelling Headphones	62804	\$65.56
Amazon Capital Services	1R69-FYPY-1MNY	101 016 544 90 31 02	ST-Operating Cost	Orange Safety Flags	62804	\$51.39
Amazon Capital Services	1R73-RR93-6PXF	001 013 518 20 31 00	GG-Operating Costs	Wall Calendar	62804	\$8.73
Amazon Capital Services	1RKV-LKL1-GQMY	001 010 576 80 31 00	PK-Operating Supplies	3 Pack Water Spigot Keys	62804	\$10.92
Amazon Capital Services	1RKV-LKL1-GQMY	001 010 576 80 31 05	PK-R&M Supplies	Stihl Air Filters	62804	\$53.88
Amazon Capital Services	1RVJ-JCGY-J4WH	001 010 576 80 31 00	PK-Operating Supplies	Colored Index Cards - Stoneshare	62804	\$6.55
Amazon Capital Services	1RVJ-JCGY-XVLG	001 008 521 20 31 00	LE-Office Supplies	Battery Lithium 3v Refund	62804	(\$94.00)
Amazon Capital Services	1T6Y-9RXQ-4GNH	001 010 576 80 31 05	PK-R&M Supplies	Flush Mechanical Cleanout Repair Plug	62804	\$23.72
Amazon Capital Services	1T6Y-9RXQ-4GNH	001 010 576 80 31 05	PK-R&M Supplies	Flush Mechanical Cleanout Repair Plugs	62804	\$71.16
Amazon Capital Services	1VPG-LP6P-GF99	101 016 544 90 31 02	ST-Operating Cost	Car Laptop Mount	62804	\$70.50
Amazon Capital Services	1VPG-LP6P-GF99	410 016 531 10 31 02	SW - Operating Costs	Car Laptop Mount/USB C Adapter	62804	\$102.64
Amazon Capital Services	1VYL-19QW-FRLM	001 010 576 80 31 00	PK-Operating Supplies	Expo Wet-Erase Marker	62804	\$7.59
Amazon Capital Services	1VYL-19QW-FRLM	001 010 576 80 31 03	PK- Equipment & Tools	Rivet Nut Tool	62804	\$51.88
Amazon Capital Services	1WTH-HMRM-3QYT	001 008 521 20 31 00	LE-Office Supplies	Dishwasher Pods	62804	\$18.19
Amazon Capital Services	1YHM-9PY1-6KW3	001 010 576 80 31 05	PK-R&M Supplies	Flush Plug	62804	\$23.77
Amazon Capital Services	1YHM-9PY1-6KW3	001 010 576 80 31 00	PK-Operating Supplies	Headphones - D Smith	62804	\$166.08
Amazon Capital Services	1YHM-9PY1-6KW3	001 010 576 80 31 00	PK-Operating Supplies	Trash Pickers	62804	\$35.69
Amazon Capital Services	1YWD-9XGT-4M64	101 016 544 90 31 02	ST-Operating Cost	Car Wash Brushes	62804	\$74.36
Amazon Capital Services	1YWD-9XGT-4M64	410 016 531 10 31 02	SW - Operating Costs	Car Wash Brushes	62804	\$74.35
					62804 Total	\$839.31
APWA Washington State Chapter	10252024-2102	410 016 531 10 49 01	SW - Staff Development	NWPWI Developing Leader 06/03-03/06/25 - S Waltz	62805	\$550.00
APWA Washington State Chapter	10252024-2102	410 016 531 10 49 01	SW - Staff Development	NWPWI Leadership Skills 10/21-10/24/25 - S Waltz	62805	\$550.00
APWA Washington State Chapter	10252024-2102	410 016 531 10 49 01	SW - Staff Development	NWPWI Public Works Essentials 03/11-03/14/25 - S Waltz	62805	\$550.00
					62805 Total	\$1,650.00
Assoc of Washington Cities EFT	65623	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$260,094.96
Assoc of Washington Cities EFT	65623	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium - Kolomyza	EFT	(\$1.00)
					EFT Total	\$260,093.96
Barnes	031025 BARNES	001 008 521 40 49 01	LE- Staff Development	IACP Wellness Meal PerDiem - J Barnes	62806	\$344.00
					62806 Total	\$344.00
Bassett	031025 BASSETT	001 008 521 40 49 01	LE- Staff Development	IACP Wellness Meal PerDiem - P Bassett	62807	\$294.00
					62807 Total	\$294.00
Brazel	030825 BRAZEL	001 002 513 11 49 00	AD-Staff Development	NLC Conf Meal PerDiem - G Brazel	62808	\$407.00
					62808 Total	\$407.00
Bridge Coordination Services	2025-LS01	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 01-2025	62809	\$3,746.50
					62809 Total	\$3,746.50
Business Card	BARNES 02-2025	001 008 521 40 49 01	LE- Staff Development	Advanced SRO 11/03/25 - 11/05/25 - J Kilroy	62810	\$450.00
Business Card	BARNES 02-2025	001 008 521 20 31 06	LE - Uniform Clothing	Boots	62810	\$240.46
Business Card	BARNES 02-2025	001 008 521 20 31 06	LE - Uniform Clothing	Boots Refund	62810	(\$279.90)
Business Card	BARNES 02-2025	001 008 521 20 41 05	LE - Donation Exp Services	Catering Services for PD	62810	\$2,914.81
Business Card	BARNES 02-2025	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dry Dog Food	62810	\$66.04
Business Card	BARNES 02-2025	111 008 521 20 31 01	Drug Seize - Canine Supplies	Hip & Joint Mobility Bites	62810	\$35.94

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	BARNES 02-2025	520 008 594 21 63 00	Vehicles - Capital Equip	Under Seat Storage	62810	\$196.69
Business Card	BEAZIZO 02-2025	001 008 521 20 31 02	LE-Minor Equipment	Hawk Micro Sound Speaker Lapel Microphones (20)	62810	\$2,225.81
Business Card	BEAZIZO 02-2025	001 008 521 40 49 01	LE- Staff Development	K9 Conf Hotel - D Dreher	62810	\$745.96
Business Card	BEAZIZO 02-2025	001 008 521 40 49 01	LE- Staff Development	K9 Conf Uber from Airport to Training - D Dreher	62810	\$51.58
Business Card	BEAZIZO 02-2025	001 008 521 40 49 01	LE- Staff Development	NASRO School Safety Conf Flight - D Carter	62810	\$678.60
Business Card	BEAZIZO 02-2025	001 008 521 40 49 01	LE- Staff Development	NASRO School Safety Conf Flight - J Kilroy	62810	\$678.60
Business Card	BRAZEL 02-2025	001 002 513 11 49 00	AD-Staff Development	AWWA Annual Conf Flight - G Brazel	62810	\$476.61
Business Card	BRAZEL 02-2025	001 002 513 11 49 00	AD-Staff Development	AWWA Annual Conf Registration - G Brazel	62810	\$1,235.00
Business Card	BRAZEL 02-2025	001 002 513 11 49 00	AD-Staff Development	NLC Conf Flight - G Brazel	62810	\$531.60
Business Card	CHELIN 02-2025	307 000 594 31 60 00	Property Acquisition	Pakring Fees for Recording PUD Property Purchase	62810	\$3.00
Business Card	CHELIN 02-2025	307 000 594 31 60 00	Property Acquisition	Recording Fee for PUD Property Purchase	62810	\$305.50
Business Card	DREHER 02-2025	001 008 521 40 49 01	LE- Staff Development	Animal Care Expo Flight - M Cooper	62810	\$488.60
Business Card	DREHER 02-2025	001 008 521 20 31 06	LE - Uniform Clothing	Boots Refund	62810	(\$153.02)
Business Card	DREHER 02-2025	001 008 521 20 31 02	LE-Minor Equipment	Lamps/Curtains/Pillows/String Lights/Winix	62810	\$640.32
Business Card	DREHER 02-2025	001 008 521 20 31 01	LE-Fixed Minor Equipment	Norpoint Shooting Center Rental	62810	\$546.50
Business Card	DREHER 02-2025	001 008 521 40 49 01	LE- Staff Development	Shot Show Hotel - G Heinemann	62810	\$807.26
Business Card	DREHER 02-2025	001 008 521 40 49 01	LE- Staff Development	Shot Show Hotel - M Hingtgen	62810	\$807.26
Business Card	FOX 02-2025	001 008 521 20 31 02	LE-Minor Equipment	Mirror/Chair/Hooks/Framed Pictures - Accreditation Grant	62810	\$423.80
Business Card	FOX 02-2025	001 008 521 40 49 01	LE- Staff Development	Police Records Mgmt Registration	62810	\$318.00
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	Aquatic Pest Control Training Book - R Anderson	62810	\$25.07
Business Card	GARCEAU 02-2025	004 010 594 76 60 03	PR - LS Bayview Connector	Bayview IceAlert Hillside Trail	62810	\$554.52
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	Directors Summit Airport Parking - S Garceau	62810	\$62.03
Business Card	GARCEAU 02-2025	001 010 576 80 48 00	PK-Repair & Maintenance	Galvanized Steel Chain Link Fence	62810	\$603.90
Business Card	GARCEAU 02-2025	001 010 576 80 31 08	PK-Special Event Supplies	General Event Advertising Flag	62810	\$345.17
Business Card	GARCEAU 02-2025	001 010 576 80 31 00	PK-Operating Supplies	NCBL Bathroom Door Lock	62810	\$755.86
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	NRPA Revenue School Airport Parking - J Meis	62810	\$114.52
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	NRPA Revenue School Flight - J Meis	62810	\$386.60
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	SFMA Conf Lyft Airport to Hotel - D Green	62810	\$13.90
Business Card	GARCEAU 02-2025	001 010 576 80 49 01	PK-Staff Development	SFMA Conf Lyft Hotel to Airport - D Green	62810	\$9.40
Business Card	GARCEAU 02-2025	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - R Anderson	62810	\$243.74
Business Card	GARCEAU 02-2025	001 010 576 80 31 01	PK-Ops-Clothing	STF Boots - T Ambrose	62810	\$181.43
Business Card	GARCEAU 02-2025	001 010 576 80 31 07	PK-Recreation Supplies	Volunteer Vests	62810	\$776.39
Business Card	HALVERSON 02-2025	101 016 544 90 31 02	ST-Operating Cost	APWA Tax Class - Taking it to the Streets	62810	\$9.00
Business Card	HALVERSON 02-2025	410 016 531 10 31 02	SW - Operating Costs	APWA Tax Class - Taking it to the Streets	62810	\$9.00
Business Card	HALVERSON 02-2025	101 016 544 90 31 02	ST-Operating Cost	Guide for the Development of Bicycle Facilities	62810	\$287.70
Business Card	HALVERSON 02-2025	410 016 531 10 31 02	SW - Operating Costs	Guide for the Development of Bicycle Facilities	62810	\$287.70
Business Card	MACDONALD 02-2025	001 010 576 80 31 03	PK- Equipment & Tools	Replacement of Streets Chainsaw	62810	\$797.88
Business Card	MACDONALD 02-2025	001 010 576 80 31 00	PK-Operating Supplies	White Cutting Boards PW13 Bobcat	62810	\$110.47
Business Card	MACDONALD 02-2025	101 016 544 90 31 02	ST-Operating Cost	White Cutting Boards PW13 Bobcat	62810	\$110.47
Business Card	MACDONALD 02-2025	410 016 531 10 31 02	SW - Operating Costs	White Cutting Boards PW13 Bobcat	62810	\$110.46
Business Card	STEVENS B 02-2025	001 004 514 23 31 00	FI- Operating Supplies	Personalized Apple Pencil Pro - B Stevens	62810	\$141.77
Business Card	STEVENS T 02-2025	001 006 518 80 49 01	IT-Staff Development	ACCIS Membership Renewal	62810	\$225.00
Business Card	STEVENS T 02-2025	001 006 518 80 31 00	IT- Operating Supplies	APC Replacement Battery Cartridge	62810	\$211.35
Business Card	STEVENS T 02-2025	001 006 518 80 31 00	IT- Operating Supplies	AssetTiger 400 Points	62810	\$400.00
Business Card	STEVENS T 02-2025	510 006 518 80 49 40	LR - CI.Security (MDR)	LR-CI Arctic Wolf MDR Import Fee for Scanning Nodes	62810	\$49.71
Business Card	STEVENS T 02-2025	510 006 594 18 64 00	Capital - Purch Computer Equip	Supermicro Internet High Speed and Security	62810	\$10,017.94
Business Card	THOMAS 02-2025	001 008 521 20 49 00	LE-Dues & Memberships	IACP Membership Renewal	62810	\$220.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	UBERT 02-2025	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription	62810	\$100.53
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	NASRO School Safety Conf Registration - D Carter	62810	\$600.00
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	NASRO School Safety Conf Registration - J Kilroy	62810	\$650.00
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	WHIA Membership - C Kolomyza	62810	\$425.00
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	WHIA Membership - K Parnell	62810	\$425.00
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	WHIA Membership - M Hingtgen	62810	\$425.00
Business Card	UBERT 02-2025	001 008 521 40 49 01	LE- Staff Development	WHIA Membership - P Bassett	62810	\$425.00
Business Card	WARRINGTON 02-2025	001 013 518 10 30 00	LEAN Training - Supplies	Creamer for Lean Graduation	62810	\$3.19
Business Card	WARRINGTON 02-2025	001 013 518 10 30 00	LEAN Training - Supplies	Muffins/Fruit/Sparkling Water for Lean Graduation	62810	\$50.51
Business Card	WARRINGTON 02-2025	001 005 518 10 49 01	HR-Staff Development	SHRM Membership - A Warrington	62810	\$264.00
Business Card	WARRINGTON 02-2025	001 005 518 10 31 03	HR-Emp Recognition Supplies	Storage Bags for Ace Committee	62810	\$9.83
Business Card	WARRINGTON 02-2025	101 016 542 30 49 01	ST-Staff Development	TLG Conf Flight Home - L Erickson	62810	\$121.65
Business Card	WARRINGTON 02-2025	410 016 531 10 49 01	SW - Staff Development	TLG Conf Flight Home - L Erickson	62810	\$121.65
Business Card	WARRINGTON 02-2025	001 005 518 10 49 01	HR-Staff Development	WCMA Membership - A Warrington	62810	\$77.00
Business Card	WEAVER 02-2025	001 001 511 60 49 01	Legislative - Prof. Developmen	AWC City Action Days Registration - K Shipman	62810	\$250.00
Business Card	WEAVER 02-2025	001 001 511 60 49 01	Legislative - Prof. Developmen	AWC City Action Days Registration - M Tageant	62810	\$250.00
Business Card	WEAVER 02-2025	001 001 513 10 49 01	Executive - Prof. Development	AWC City Action Days Registration Refund - B Gailey	62810	(\$250.00)
Business Card	WEAVER 02-2025	001 001 511 60 49 01	Legislative - Prof. Developmen	MBA Economic Forecast Registration - K Shipman	62810	\$125.00
Business Card	WEAVER 02-2025	001 001 513 10 49 01	Executive - Prof. Development	NLC Conf Registration - B Gailey	62810	\$670.00
Business Card	WEAVER 02-2025	001 002 513 11 49 00	AD-Staff Development	NLC Conf Registration - G Brazel	62810	\$780.00
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	AWC City Action Days Hotel - R Wright	62810	\$536.16
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	AWC City Action Days Registration - R Wright	62810	\$250.00
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	Essentail ACAO Development Series Registration - R Wright	62810	\$299.00
Business Card	WRIGHT 02-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2023-0171 Hartford Crest HE	62810	\$77.73
Business Card	WRIGHT 02-2025	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2024-0218 Country Dawn	62810	\$11.87
Business Card	WRIGHT 02-2025	001 007 559 30 49 01	PB-Staff Development	WABO Membership Renewal - C Manus	62810	\$109.00
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	WSAPT Membership Renewal - G Huhta	62810	\$50.00
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	WSAPT Membership Renewal - J Fenrich	62810	\$50.00
Business Card	WRIGHT 02-2025	001 007 558 50 49 01	PL-Staff Development	WSAPT Membership Renewal - N Held	62810	\$50.00
Business Card	YOUNG 02-2025	111 008 521 20 31 01	Drug Seize - Canine Supplies	Bath & Nail Service for Cia	62810	\$200.00
Business Card	YOUNG 02-2025	001 008 521 40 49 01	LE- Staff Development	Eractoll Refund	62810	(\$37.62)
Business Card	YOUNG 02-2025	001 008 521 40 49 01	LE- Staff Development	Shot Show Hotel Deposit - G Heinemann	62810	\$208.62
Business Card	YOUNG 02-2025	001 008 521 40 49 01	LE- Staff Development	Shot Show Hotel Deposit - M Hingtgen	62810	\$208.62
Business Card	YOUNG 02-2025	001 008 521 40 49 01	LE- Staff Development	Shot Show Uber - M Hingtgen/ G Heinemann	62810	\$58.61
					62810 Total	\$39,091.35
Canon Financial Services Inc	36172412	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36172412	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36172412	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36172412	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	62811	\$6.56
Canon Financial Services Inc	36172412	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.56
Canon Financial Services Inc	36172412	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.57
Canon Financial Services Inc	36172419	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	62811	\$252.95
Canon Financial Services Inc	36172419	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	62811	\$23.52
Canon Financial Services Inc	36860664	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36860664	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36860664	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	36860664	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	62811	\$6.56

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Canon Financial Services Inc	36860664	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.56
Canon Financial Services Inc	36860664	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.57
Canon Financial Services Inc	36860965	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	62811	\$252.95
Canon Financial Services Inc	36860965	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	62811	\$23.52
Canon Financial Services Inc	38375007	001 007 591 58 70 01	PL -Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	38375007	001 007 591 59 70 01	PB - Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	38375007	001 013 591 18 70 01	Lease Agreements	2YJ04075 Copier Lease CH	62811	\$70.56
Canon Financial Services Inc	38375007	001 007 558 50 48 00	PL-Repairs & Maint.	2YJ04075 Copier Lease CH Tax	62811	\$6.56
Canon Financial Services Inc	38375007	001 007 559 30 48 00	PB-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.56
Canon Financial Services Inc	38375007	001 013 518 20 48 00	GG-Repair & Maintenance	2YJ04075 Copier Lease CH Tax	62811	\$6.57
Canon Financial Services Inc	38375348	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	62811	\$252.95
Canon Financial Services Inc	38375348	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	62811	\$23.52
Canon Financial Services Inc	38451021	001 013 518 20 48 00	GG-Repair & Maintenance	XTZ01787 Copier Lease CH Admin Month to Month Le	62811	\$286.05
					62811 Total	\$1,809.57
Cardio Partners Inc	INV3550741	001 008 521 20 31 06	LE - Uniform Clothing	Electrode OnSite/Home Adult Cartridge	62812	\$1,766.93
Cardio Partners Inc	INV3550741	001 008 521 20 31 06	LE - Uniform Clothing	Electrode SMART Pads	62812	\$266.85
Cardio Partners Inc	S3517235	001 005 517 60 40 00	HR-Safety Program Services	AED Medical Direction Program Mgmt 5-years	62812	\$2,295.30
					62812 Total	\$4,329.08
Carstar Collision Specialties	2113	101 016 542 30 48 00	ST-Repair & Maintenance	Vehicle Repair Services PW87	62813	\$467.40
					62813 Total	\$467.40
CDW Government Inc	AC5396Q	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft Copilot	62814	\$5,173.22
					62814 Total	\$5,173.22
Central Welding Supply Co Inc	2289837	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	62815	\$37.76
Central Welding Supply Co Inc	2289837	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	62815	\$37.76
Central Welding Supply Co Inc	2289837	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	62815	\$37.77
					62815 Total	\$113.29
City of Arlington	011325 EVOC	001 008 521 40 49 01	LE- Staff Development	Emergency Vehicle Operation Course	62816	\$194.71
					62816 Total	\$194.71
City of Everett	I250001046	001 008 554 30 41 00	LE-Animal Control	Animal Control Vet Services	62817	\$60.00
City of Everett	I250001051	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 01-2025	62817	\$1,805.00
City of Everett	I25000652	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	62817	\$66.60
					62817 Total	\$1,931.60
City of Marysville	24-0012	001 008 523 60 41 00	LE-Jail	Prisoner Housing Services 12-2024	62818	\$9,767.74
City of Marysville	24-0012	001 008 523 60 41 00	LE-Jail	Prisoner Medical Services 12-2024	62818	\$3,225.00
City of Marysville	24-0012	001 008 523 60 41 00	LE-Jail	Prisoner SCJ Video Court Services 12-2024	62818	\$775.19
City of Marysville	24-0012	001 008 523 60 41 00	LE-Jail	Prisoner Video Court Services 12-2024	62818	\$1,334.00
City of Marysville	LKS25-001	001 013 512 52 40 00	GG-Municipal Court Fees	Marysville Court Citations 01-2025	62818	\$24,420.13
					62818 Total	\$39,522.06
Code Publishing LLC	GCI0016625	001 003 514 20 41 00	CC-Professional Services	Municipal Code - Web Update	62819	\$187.45
					62819 Total	\$187.45
CompassCom Software Corp	6616	101 016 542 30 41 02	ST-Professional Service	CompassALV Public Viewer Initial Setup year	62820	\$1,000.00
CompassCom Software Corp	6616	410 016 531 10 41 01	SW - Professional Services	CompassALV Public Viewer Initial Setup year	62820	\$1,000.00
CompassCom Software Corp	6616	101 016 542 30 41 02	ST-Professional Service	CompassAVL Public Viewer Asset T1	62820	\$159.30
CompassCom Software Corp	6616	410 016 531 10 41 01	SW - Professional Services	CompassAVL Public Viewer Asset T1	62820	\$159.30
CompassCom Software Corp	6616	101 016 542 30 41 02	ST-Professional Service	CompassAVL Public Viewer Single Site	62820	\$2,997.50
CompassCom Software Corp	6616	410 016 531 10 41 01	SW - Professional Services	CompassAVL Public Viewer Single Site	62820	\$2,997.50
					62820 Total	\$8,313.60

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Connolly	031025 CONNOLLY	101 016 542 30 49 01	ST-Staff Development	NWPWI Public Works Essentials Meal PerDiem - B Connolly	62821	\$144.00
					62821 Total	\$144.00
David Evans and Associates Inc	580720	410 016 531 10 41 01	SW - Professional Services	Engineering Svcs 36th Ave NE Inspections	62822	\$3,724.53
					62822 Total	\$3,724.53
Dell Marketing LP	10796334241	101 016 544 90 31 01	ST-Office Supplies	Dell Latitude Rugged	62823	\$1,358.58
Dell Marketing LP	10796334241	410 016 531 10 31 02	SW - Operating Costs	Dell Latitude Rugged	62823	\$1,358.59
Dell Marketing LP	10797918360	510 006 594 18 64 00	Capital - Purch Computer Equip	Hardware Refresh Dell Rugged	62823	\$17,466.09
					62823 Total	\$20,183.26
Dept of Licensing	020825 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/02/25 - 02/08/25	62824	\$306.00
Dept of Licensing	021525 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 02/09/25 - 02/15/25	62824	\$186.00
					62824 Total	\$492.00
Dept of Retirement (Deferred Comp)	2102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$10,157.21
					EFT Total	\$10,157.21
Dept of Retirement PERS LEOFF	2102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$91,921.45
Dept of Retirement PERS LEOFF	2102025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$194.81
					EFT Total	\$92,116.26
Dept of Revenue EFT	01-2025 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 01-2025	EFT	\$381.56
Dept of Revenue EFT	01-2025 EXCISE	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes 01-2025	EFT	\$3,587.77
					EFT Total	\$3,969.33
Dicks Towing Inc	18299391	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-01538	62825	\$207.02
Dicks Towing Inc	18299754	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 1994 Mercedes Benz E420	62825	\$196.08
Dicks Towing Inc	18300085	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2025-02233	62825	\$197.16
					62825 Total	\$600.26
Dreher	012925 DREHER D	001 008 521 40 49 01	LE- Staff Development	K9 Conf Uber Fees Reimbursement - D Dreher	62826	\$75.60
					62826 Total	\$75.60
Earthwork Solutions LLC	13121	001 013 518 20 41 00	GG-Professional Service	Septic System Inspection 2302 Soper Hill Rd	62827	\$645.13
					62827 Total	\$645.13
EFTPS	2102025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$158,012.49
					EFT Total	\$158,012.49
Electronic Business Machines	AR297645	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	62828	\$27.87
Electronic Business Machines	AR297645	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	62828	\$27.87
Electronic Business Machines	AR297645	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	62828	\$27.87
Electronic Business Machines	AR298061	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	62828	\$63.19
Electronic Business Machines	AR298557	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	62828	\$65.27
					62828 Total	\$212.07
Elite Securities Inc	41087	101 016 542 30 41 02	ST-Professional Service	Cylinder change - Rekey to AAA10	62829	\$120.34
Elite Securities Inc	41087	101 016 542 30 41 02	ST-Professional Service	PEAKS cores	62829	\$133.47
					62829 Total	\$253.81
Fastenal Company	MN019916773	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 02-2025	62830	\$5.46
Fastenal Company	MN019916773	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 02-2025	62830	\$5.47
Fastenal Company	WAARN176788	101 016 544 90 31 02	ST-Operating Cost	Ear Plugs/Inst Shine/Wipes/Knocker Loose/Gloves	62830	\$84.46
Fastenal Company	WAARN176788	410 016 531 10 31 02	SW - Operating Costs	Ear Plugs/Inst Shine/Wipes/Knocker Loose/Gloves	62830	\$84.46
Fastenal Company	WAARN176930	101 016 544 90 31 02	ST-Operating Cost	Gloves/Qwikstiks/Batteries	62830	\$38.75
Fastenal Company	WAARN176930	410 016 531 10 31 02	SW - Operating Costs	Gloves/Qwikstiks/Batteries	62830	\$38.75
Fastenal Company	WAARN177076	101 016 544 90 31 02	ST-Operating Cost	Gloves/Duct Tape/Earplugs/Wipes/Glasses/Batteries	62830	\$76.98
Fastenal Company	WAARN177076	410 016 531 10 31 02	SW - Operating Costs	Gloves/Duct Tape/Earplugs/Wipes/Glasses/Batteries	62830	\$76.98

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Fastenal Company	WAARN177085	101 016 544 90 31 02	ST-Operating Cost	Gloves/Batteries/QwkStiks	62830	\$36.48
Fastenal Company	WAARN177085	410 016 531 10 31 02	SW - Operating Costs	Gloves/Batteries/QwkStiks	62830	\$36.47
					62830 Total	\$484.26
Feldman & Lee PS	2025 LKS-SSP-1	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Service OPD Program 01-2025	62831	\$900.00
Feldman & Lee PS	2025 LKS-SSP-1	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 01-2025	62831	\$460.00
Feldman & Lee PS	2025 LKS-SSP-1	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Services OPD Program 01-2025	62831	\$600.00
					62831 Total	\$1,960.00
Gailey	030825 GAILEY	001 001 513 10 49 01	Executive - Prof. Development	NLC Conf Meal PerDiem - B Gailey	62832	\$407.00
					62832 Total	\$407.00
Galls LLC	30386670	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - J Holland	62833	\$702.13
Galls LLC	30442545	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - C Lyons	62833	\$647.21
					62833 Total	\$1,349.34
Garceau	020225 GARCEAU	001 010 576 80 49 01	PK-Staff Development	Directors Summit Flight Baggage Fees	62834	\$70.00
Garceau	020225 GARCEAU	001 010 576 80 49 01	PK-Staff Development	Directors Summit Meal PerDiem	62834	\$105.00
Garceau	020225 GARCEAU	001 010 576 80 49 01	PK-Staff Development	Directors Summit Mileage PerDiem Round Trip Home/Airport	62834	\$71.40
					62834 Total	\$246.40
GCP WW Holdco LLC	CM100000213	410 016 531 10 31 00	SW - Clothing	Boots - T Piland Refund	62835	(\$93.95)
GCP WW Holdco LLC	INV2010017516	101 016 542 90 31 01	ST-Clothing	HV Rain Jacket - J Evans	62835	\$128.57
GCP WW Holdco LLC	INV2010017656	410 016 531 10 31 00	SW - Clothing	Boots - K Stone	62835	\$93.95
GCP WW Holdco LLC	INV2010017657	410 016 531 10 31 00	SW - Clothing	HV Multi-Pocket Surveyor Safety Vest - K Stone	62835	\$84.06
GCP WW Holdco LLC	INV2010017716	410 016 531 10 31 00	SW - Clothing	HV Safety Vest - T Piland	62835	\$39.55
GCP WW Holdco LLC	INV2010017717	410 016 531 10 31 00	SW - Clothing	Boots - T Piland	62835	\$93.95
GCP WW Holdco LLC	INV2010017718	410 016 531 10 31 00	SW - Clothing	Boots - T Piland	62835	\$93.95
GCP WW Holdco LLC	INV2010017718	410 016 531 10 31 00	SW - Clothing	Rubber Boots - T Piland	62835	\$197.81
					62835 Total	\$637.89
Glass By Lund Inc	74118	001 010 576 80 31 04	PK-Vandalism Supplies	NC Restroom Window Replacement	62836	\$131.16
					62836 Total	\$131.16
Grainger	9390511633	101 016 544 90 31 02	ST-Operating Cost	Nonspike Flares	62837	\$229.71
Grainger	9390511633	410 016 531 10 31 02	SW - Operating Costs	Nonspike Flares	62837	\$229.71
Grainger	9390511641	101 016 544 90 31 02	ST-Operating Cost	Nonspike Flares	62837	\$114.86
Grainger	9390511641	410 016 531 10 31 02	SW - Operating Costs	Nonspike Flares	62837	\$114.86
					62837 Total	\$689.14
Granite Construction Supply	105522	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	62838	\$223.10
Granite Construction Supply	105523	101 016 542 64 47 00	ST-Traffic Control -Utility	Street Signs	62838	\$2,813.44
Granite Construction Supply	105539	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	62838	\$52.75
Granite Construction Supply	105579	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign - DE-Icing in Progress	62838	\$32.97
Granite Construction Supply	105579	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign - Stay Back 200 Feet	62838	\$32.97
Granite Construction Supply	105580	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Dog Waste Education & Outreach Signs	62838	\$879.20
					62838 Total	\$4,034.43
Guardian Alliance Technologies Inc	25174	001 008 521 20 41 00	LE-Professional Services	Credit Reports Ordered	62839	\$45.00
Guardian Alliance Technologies Inc	25174	001 008 521 20 41 00	LE-Professional Services	Guardian Platform Software License for Applicants Investigated	62839	\$195.00
Guardian Alliance Technologies Inc	25174	001 008 521 20 41 00	LE-Professional Services	Social Media Screening Reports	62839	\$135.00
Guardian Alliance Technologies Inc	27169	001 008 521 20 41 00	LE-Professional Services	Credit Reports Ordered During	62839	\$15.00
Guardian Alliance Technologies Inc	27169	001 008 521 20 41 00	LE-Professional Services	Guardian Platform Software License for Applicants Investigated	62839	\$65.00
Guardian Alliance Technologies Inc	27169	001 008 521 20 41 00	LE-Professional Services	Social Media Screening Reports Run	62839	\$45.00
					62839 Total	\$500.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Held	020725 HELD	001 005 518 10 31 03	HR-Emp Recognition Supplies	Employee Recognition Cake Reimbursement - N Held	62840	\$40.98
					62840 Total	\$40.98
Hingtgen	021025 HINGTGEN	001 008 521 20 31 04	LE-Donation Exp - Other	Flowers for End of Year Party Reimbursement - Hingtgen	62841	\$81.87
					62841 Total	\$81.87
Home Depot	2012052	001 010 576 80 31 00	PK-Operating Supplies	Security Lock/Pull Door - Connex	62842	\$59.25
Home Depot	2343419	001 010 576 80 31 00	PK-Operating Supplies	Mole Killer	62842	\$46.93
Home Depot	3133397	001 010 576 80 31 05	PK-R&M Supplies	Commercial Wall Pack Lights	62842	\$348.63
Home Depot	4218029	001 010 576 80 31 03	PK- Equipment & Tools	Atomic 20-Volt Max Brushless Cordless Drill Driver	62842	\$141.00
Home Depot	4218029	001 010 576 80 31 03	PK- Equipment & Tools	Impact Wrench	62842	\$272.16
Home Depot	4218029	001 010 576 80 31 00	PK-Operating Supplies	Multi Surface Cleaner	62842	\$66.36
Home Depot	4494304	001 010 576 80 31 00	PK-Operating Supplies	Gray Hammered Rust Preventive	62842	\$35.25
Home Depot	4736830	001 010 576 80 31 05	PK-R&M Supplies	Cement Primer Combo	62842	\$11.96
Home Depot	6133005	001 008 521 50 30 00	LE-Facilities Supplies	Trim Sealant/Paint Supplies/Hemlock Boards	62842	\$170.78
					62842 Total	\$1,152.32
Honey Bucket	554667734	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Heights	62843	\$257.40
Honey Bucket	554675935	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket - Sanitizer & Seat Covers Credit - West Lake Park	62843	(\$2.00)
Honey Bucket	554677239	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - West Lake Park	62843	\$411.34
Honey Bucket	554686941	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Disc Golf	62843	\$167.75
Honey Bucket	554686942	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	62843	\$290.95
					62843 Total	\$1,125.44
HRA VEBA Trust YA20192	2102025	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	62791	\$4,295.79
					62791 Total	\$4,295.79
HSA Bank	2102025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	62792	\$200.00
					62792 Total	\$200.00
IACP	1035	001 008 521 40 49 01	LE- Staff Development	IACP Officer Safety & Wellness Conf - J Barnes	62844	\$485.00
IACP	375926	001 008 521 20 49 00	LE-Dues & Memberships	Associate General Dues 01/01/25 - 12/31/25 - J Dreher	62844	\$220.00
					62844 Total	\$705.00
ICONIX Waterworks US Inc	U2516003000	101 016 542 70 31 00	ST-Roadside - Supply	Monument Lid	62845	\$111.16
					62845 Total	\$111.16
Industrial Bolt and Supply Inc	867582-1	101 016 544 90 31 02	ST-Operating Cost	Bumper Retainer/Grinding Discs/Crimp & Seal/Drills	62846	\$110.97
Industrial Bolt and Supply Inc	867582-1	410 016 531 10 31 02	SW - Operating Costs	Bumper Retainer/Grinding Discs/Crimp & Seal/Drills	62846	\$110.96
Industrial Bolt and Supply Inc	867582-2	101 016 544 90 31 02	ST-Operating Cost	Shield Trim Retainer Nylon	62846	\$12.28
Industrial Bolt and Supply Inc	867582-2	410 016 531 10 31 02	SW - Operating Costs	Shield Trim Retainer Nylon	62846	\$12.29
					62846 Total	\$246.50
Ink It Your Way LLC	12046	001 010 576 80 31 01	PK-Ops-Clothing	Polo for Park Admin Team	62847	\$385.96
					62847 Total	\$385.96
Iron Mountain Quarry LLC	15229	304 016 594 31 60 00	131st Ave NE Sewer Extension	Rock - 131st St Project	62848	\$176.04
					62848 Total	\$176.04
Kennys Truck Parts & Repair	76310	101 016 544 90 31 02	ST-Operating Cost	Bellow Lift Axle Air Bag PW19 Dumptruck	62849	\$72.74
Kennys Truck Parts & Repair	76310	410 016 531 10 31 02	SW - Operating Costs	Bellow Lift Axle Air Bag PW19 Dumptruck	62849	\$72.75
					62849 Total	\$145.49
Kolomyza	030225 KOLOMYZA	001 008 521 40 49 01	LE- Staff Development	Traffic Crash Recon Training Meal PerDiem - C Kolomyza	62850	\$800.00
					62850 Total	\$800.00
Lake Stevens Police Guild	2102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	62793	\$1,447.00
					62793 Total	\$1,447.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	1195 02-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	62851	\$99.00
Lake Stevens Sewer District	12326 02-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	62851	\$105.00
Lake Stevens Sewer District	13135 02-2025	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	62851	\$295.80
Lake Stevens Sewer District	13135 02-2025	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	62851	\$591.61
Lake Stevens Sewer District	13135 02-2025	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	62851	\$295.81
Lake Stevens Sewer District	2538 02-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	62851	\$2,192.36
Lake Stevens Sewer District	3628 02-2025	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	62851	\$191.24
Lake Stevens Sewer District	5189 02-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	62851	\$338.75
Lake Stevens Sewer District	6294 02-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	62851	\$99.00
Lake Stevens Sewer District	6296 02-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	62851	\$99.00
Lake Stevens Sewer District	6390 02-2025	005 000 518 20 40 01	Rental Property Utilities	Sewer - 1819 S Lake Stevens Acct 6390-03	62851	\$99.00
Lake Stevens Sewer District	6666 02-2025	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	62851	\$99.00
Lake Stevens Sewer District	6671 02-2025	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	62851	\$99.00
Lake Stevens Sewer District	6810 02-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	62851	\$198.00
Lake Stevens Sewer District	7002 02-2025	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	62851	\$99.00
Lake Stevens Sewer District	8710 02-2025	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	62851	\$99.00
Lake Stevens Sewer District	9902 02-2025	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 9902-01	62851	\$99.00
					62851 Total	\$5,099.57
Lakeside Industries Inc	302749	101 016 542 70 31 00	ST-Roadside - Supply	Pothole Mix	62852	\$1,146.56
					62852 Total	\$1,146.56
LeadsOnline LLC	416698	001 008 521 20 31 09	LE - Supply- Opioid Settlement	PowerPlus Investigation System/NightHawk User License	62853	\$6,979.61
					62853 Total	\$6,979.61
Lemay Mobile Shredding Inc	4874798S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	62854	\$28.18
Lemay Mobile Shredding Inc	4875005S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW Shop Late Fees	62854	\$0.33
Lemay Mobile Shredding Inc	4875005S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW Shop Late Fees	62854	\$0.34
Lemay Mobile Shredding Inc	4875005S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW Shop Late Fees	62854	\$0.33
					62854 Total	\$29.18
Les Schwab Group Holdings LLC	40200760267	001 013 518 20 31 00	GG-Operating Costs	Flat Tire Repair EV	62855	\$233.29
Les Schwab Group Holdings LLC	40200760267	005 000 518 20 30 00	RP - Operating Supplies	Flat Tire Repair EV	62855	\$82.33
Les Schwab Group Holdings LLC	40200760267	101 016 544 90 31 02	ST-Operating Cost	Flat Tire Repair EV	62855	\$10.30
Les Schwab Group Holdings LLC	40200760267	410 016 531 10 31 02	SW - Operating Costs	Flat Tire Repair EV	62855	\$17.15
					62855 Total	\$343.07
Lewis	031025 LEWIS	001 008 521 40 49 01	LE- Staff Development	Basic Collision Meal PerDiem - M Lewis	62856	\$100.00
					62856 Total	\$100.00
Lingeman	2025-102A-B	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave Infrastructure Improv Project Appraisals	62857	\$7,500.00
					62857 Total	\$7,500.00
McArthur	BLD2024-0032	302 000 345 86 10 01	Park Mitigation	BLD2024-0032 Refund Park Mitigation Fees	62858	\$1,912.53
McArthur	BLD2024-0032	301 000 345 85 10 01	Traffic Mitigation - TIZ 1	BLD2024-0032 Refund Traffic Impact Fees	62858	\$1,385.50
					62858 Total	\$3,298.03
Meis	030825 MEIS	001 010 576 80 49 01	PK-Staff Development	NRPA Revenue Development Flight Baggage Fees - J Meis	62859	\$70.00
Meis	030825 MEIS	001 010 576 80 49 01	PK-Staff Development	NRPA Revenue Development Meal PerDiem - J Meis	62859	\$208.00
Meis	030825 MEIS	001 010 576 80 49 01	PK-Staff Development	NRPA Revenue Development Mileage PerDiem - J Meis	62859	\$71.40
					62859 Total	\$349.40
Millerstoultime	12032489969	101 016 544 90 31 02	ST-Operating Cost	Plier Wrenches	62860	\$127.47
Millerstoultime	12032489969	410 016 531 10 31 02	SW - Operating Costs	Plier Wrenches	62860	\$127.47
					62860 Total	\$254.94

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
MissionSquare - 108991	6082643	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	62794	\$519.26
					62794 Total	\$519.26
MissionSquare - 307428	6555823	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	62795	\$2,349.85
					62795 Total	\$2,349.85
Nationwide Retirement Solution	2102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,493.20
					EFT Total	\$8,493.20
New York Life	Y6W_20250203	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT	\$147.00
					EFT Total	\$147.00
New York Life EFT	Jan-25	001 001 513 10 20 00	Executive - Benefits	Life/Disability Insurance Premiums	EFT	\$79.38
New York Life EFT	Jan-25	001 002 513 11 20 00	AD-Benefits	Life/Disability Insurance Premiums	EFT	\$86.87
New York Life EFT	Jan-25	001 003 514 20 20 00	CC-Benefits	Life/Disability Insurance Premiums	EFT	\$226.18
New York Life EFT	Jan-25	001 004 514 23 20 00	FI-Benefits	Life/Disability Insurance Premiums	EFT	\$270.29
New York Life EFT	Jan-25	001 005 518 10 20 00	HR-Benefits	Life/Disability Insurance Premiums	EFT	\$293.22
New York Life EFT	Jan-25	001 006 518 80 20 00	IT-Benefits	Life/Disability Insurance Premiums	EFT	\$234.16
New York Life EFT	Jan-25	001 007 558 50 20 00	PL-Benefits	Life/Disability Insurance Premiums	EFT	\$726.64
New York Life EFT	Jan-25	001 007 559 30 20 00	PB-Benefits	Life/Disability Insurance Premiums	EFT	\$371.08
New York Life EFT	Jan-25	001 008 521 20 20 00	LE-Benefits	Life/Disability Insurance Premiums	EFT	\$2,201.28
New York Life EFT	Jan-25	001 010 576 80 20 00	PK-Benefits	Life/Disability Insurance Premiums	EFT	\$770.14
New York Life EFT	Jan-25	001 013 518 30 20 00	GG-Benefits	Life/Disability Insurance Premiums	EFT	\$313.98
New York Life EFT	Jan-25	101 016 542 30 20 00	ST-Benefits	Life/Disability Insurance Premiums	EFT	\$799.87
New York Life EFT	Jan-25	410 016 531 10 20 00	SW-Benefits	Life/Disability Insurance Premiums	EFT	\$1,124.47
					EFT Total	\$7,497.56
Northwestern University	27788	001 008 521 40 49 01	LE- Staff Development	Traffic Crash Reconstruction - C Kolomyza	62861	\$1,295.00
					62861 Total	\$1,295.00
NPR Commercial Construction Inc	6638	001 008 521 50 48 00	LE-Facility Repair & Maint	PD Automatic Gate Inspection/Repair	62862	\$519.18
					62862 Total	\$519.18
O Reilly Auto Parts	2960-110941	001 013 518 20 31 00	GG-Operating Costs	Diesel Additive - LSPD	62863	\$34.95
O Reilly Auto Parts	2960-111147	410 016 531 10 31 02	SW - Operating Costs	Oil Filter PW4	62863	\$11.56
O Reilly Auto Parts	2960-111532	101 016 544 90 31 02	ST-Operating Cost	Brake Rotor PW75	62863	\$232.81
O Reilly Auto Parts	2960-111532	101 016 544 90 31 02	ST-Operating Cost	Disc Pad Set PW75	62863	\$79.37
O Reilly Auto Parts	2960-112168	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	62863	\$27.32
O Reilly Auto Parts	2960-112168	410 016 531 10 31 02	SW - Operating Costs	Motor Oil	62863	\$27.31
O Reilly Auto Parts	2960-112171	101 016 544 90 31 02	ST-Operating Cost	Oil Filters	62863	\$11.56
O Reilly Auto Parts	2960-112171	410 016 531 10 31 02	SW - Operating Costs	Oil Filters	62863	\$11.57
O Reilly Auto Parts	2960-112300	410 016 531 10 31 02	SW - Operating Costs	Motor Oil PW24	62863	\$61.18
O Reilly Auto Parts	2960-112300	410 016 531 10 31 02	SW - Operating Costs	Oil Filter PW24	62863	\$23.13
O Reilly Auto Parts	2960-115778	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	62863	\$61.19
O Reilly Auto Parts	2960-115778	410 016 531 10 31 02	SW - Operating Costs	Motor Oil	62863	\$61.18
O Reilly Auto Parts	2960-115947	101 016 544 90 31 02	ST-Operating Cost	Amp Fuse	62863	\$2.46
O Reilly Auto Parts	2960-115947	410 016 531 10 31 02	SW - Operating Costs	Amp Fuse	62863	\$2.46
O Reilly Auto Parts	2960-120278	101 016 544 90 31 02	ST-Operating Cost	Battery PW88 Roll off Truck	62863	\$87.78
O Reilly Auto Parts	2960-120278	410 016 531 10 31 02	SW - Operating Costs	Battery PW88 Roll off Truck	62863	\$87.78
					62863 Total	\$823.61
Owen Equipment Company	117963	410 016 531 10 31 02	SW - Operating Costs	AY-WATER MANIFO PW65 Sweeper	62864	\$977.31
					62864 Total	\$977.31

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
PODS Enterprises LLC	PODS008904710	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	62865	\$179.25
PODS Enterprises LLC	PODS008910164	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	62865	\$179.25
					62865 Total	\$358.50
ProCom LLC	116436	410 016 531 10 41 01	SW - Professional Services	11/21/24 Onsite Testing, Pre Employment	62866	\$271.44
ProCom LLC	116436	001 010 576 80 41 00	PK-Professional Services	Onsite Random Testing City of Lake Stevens	62866	\$173.22
ProCom LLC	116436	101 016 542 30 41 02	ST-Professional Service	Onsite Random Testing City of Lake Stevens	62866	\$173.22
					62866 Total	\$617.88
Proforce Marketing Inc	567396	001 008 521 20 31 01	LE-Fixed Minor Equipment	Firearm Supplies PO #1956	62867	\$1,431.83
					62867 Total	\$1,431.83
Puget Sound Energy	200003723810 02-2025	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	62868	\$414.02
Puget Sound Energy	200024316495 02-2025	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	62868	\$415.09
Puget Sound Energy	200024316495 02-2025	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	62868	\$415.08
Puget Sound Energy	200024316495 02-2025	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	62868	\$415.08
Puget Sound Energy	220022339471 02-2025	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	62868	\$1,021.13
Puget Sound Energy	220024770236 02-2025	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	62868	\$256.81
Puget Sound Energy	220028663866 02-2025	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	62868	\$615.43
Puget Sound Energy	220028663874 02-2025	005 000 518 20 40 01	Rental Property Utilities	Natural Gas - 1819 S Lake Stevens Rd	62868	\$289.00
					62868 Total	\$3,841.64
Safety-Kleen Systems Inc	96113986	001 010 576 80 31 00	PK-Operating Supplies	Parts Washer - Solvent	62869	\$123.94
Safety-Kleen Systems Inc	96113986	101 016 544 90 31 02	ST-Operating Cost	Parts Washer - Solvent	62869	\$123.94
Safety-Kleen Systems Inc	96113986	410 016 531 10 31 02	SW - Operating Costs	Parts Washer - Solvent	62869	\$123.93
					62869 Total	\$371.81
Schedler	030325 SCHEDLER	001 008 521 40 49 01	LE- Staff Development	Sgt Investigation of Force Meal PerDiem - C Schedler	62870	\$167.00
					62870 Total	\$167.00
Skyline Vinyl and Sign	2002	520 008 594 21 63 00	Vehicles - Capital Equip	Window Tint 2025 Chevy Silverado	62871	\$218.60
					62871 Total	\$218.60
Smarsh Inc	INV-249403	510 006 518 80 49 05	LR - Smarsh	SMS Text Archiving	62872	\$884.28
					62872 Total	\$884.28
Snohomish County 911	7991	001 008 528 00 41 00	LE-SNO911	Dispatch Services	62873	\$34,539.92
					62873 Total	\$34,539.92
Snohomish County Dept of Emergency Mgmt	I000667614	001 013 525 10 41 00	GG-Emergency	Q1 2025 Emergency Mgmt Services	62874	\$14,954.50
					62874 Total	\$14,954.50
Snohomish County Planning and Development Svcs	I000666695	001 013 518 90 49 05	GG-SnoCo Tomorrow	2025 SCT Dues	62875	\$11,358.00
					62875 Total	\$11,358.00
Snohomish County Public Works	I000666634	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Maint 12-2024	62876	\$1,482.88
					62876 Total	\$1,482.88
Snohomish County PUD	100827205	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	62877	\$378.41
Snohomish County PUD	100827205	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	62877	\$547.59
Snohomish County PUD	100827205	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	62877	\$52.31
Snohomish County PUD	100827205	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	62877	\$269.25
Snohomish County PUD	106369503	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	62877	\$37.65
Snohomish County PUD	109670085	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	62877	\$186.33
Snohomish County PUD	109670086	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	62877	\$142.21
Snohomish County PUD	109670647	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	62877	\$75.24

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	112949511	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	62877	\$13.60
Snohomish County PUD	112949511	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	62877	\$13.60
Snohomish County PUD	112949511	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	62877	\$13.61
Snohomish County PUD	116255923	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	62877	\$147.65
Snohomish County PUD	116256563	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	62877	\$387.10
Snohomish County PUD	116256563	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	62877	\$464.28
Snohomish County PUD	116256563	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	62877	\$202.42
Snohomish County PUD	116256563	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	62877	\$34.98
Snohomish County PUD	116256563	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	62877	\$148.51
Snohomish County PUD	116256563	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	62877	\$65.52
Snohomish County PUD	116256563	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	62877	\$54.37
Snohomish County PUD	116256563	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	62877	\$716.14
Snohomish County PUD	116256563	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	62877	\$61.96
Snohomish County PUD	122849310	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	62877	\$148.39
Snohomish County PUD	122849310	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	62877	\$83.40
Snohomish County PUD	122855836	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	62877	\$31.80
Snohomish County PUD	129449554	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	62877	\$14,282.39
Snohomish County PUD	129449555	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	62877	\$1,687.90
Snohomish County PUD	129449556	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	62877	\$1,408.43
Snohomish County PUD	129452232	005 000 518 20 40 01	Rental Property Utilities	224091256 10515 20th St SE	62877	\$263.01
Snohomish County PUD	129452232	005 000 518 20 40 01	Rental Property Utilities	224091256 10519 20th St SE	62877	\$236.61
Snohomish County PUD	132752990	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	62877	\$143.79
Snohomish County PUD	132755393	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	62877	\$69.54
					62877 Total	\$22,367.99
Snohomish County PUD	136059615	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	62878	\$396.97
Snohomish County PUD	136059615	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	62878	\$396.98
Snohomish County PUD	136059615	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	62878	\$396.98
Snohomish County PUD	139267785	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	62878	\$93.02
Snohomish County PUD	142601945	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	62878	\$74.51
Snohomish County PUD	149256987	001 010 576 80 47 00	PK-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	62878	\$80.87
Snohomish County PUD	149256987	101 016 543 50 47 00	ST-Utilities	222947715 Decant Electric/Water 12703 31st PL NE	62878	\$80.87
Snohomish County PUD	149256987	401 070 535 10 47 01	Sewer Dist Utilities	222947715 Decant Electric/Water 12703 31st PL NE	62878	\$242.62
Snohomish County PUD	149256987	410 016 531 10 47 00	SW - Utilities	222947715 Decant Electric/Water 12703 31st PL NE	62878	\$80.87
Snohomish County PUD	149263171	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th PL NE	62878	\$143.13
Snohomish County PUD	149263172	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	62878	\$234.75
Snohomish County PUD	152574860	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	62878	\$239.76
Snohomish County PUD	152581259	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	62878	\$82.45
Snohomish County PUD	155837871	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	62878	\$61.85
Snohomish County PUD	159021571	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	62878	\$9.30
Snohomish County PUD	162194782	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	62878	\$504.07
Snohomish County PUD	165382583	001 010 576 80 47 00	PK-Utilities	222625881 Frontier Circle Water	62878	\$61.96
Snohomish County PUD	165386208	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	62878	\$49.58
Snohomish County PUD	168511959	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	62878	\$68.65
Snohomish County PUD	168513111	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	62878	\$37.31
					62878 Total	\$3,336.50
Sound Publishing Inc	EDH1008597	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation	62879	\$20.76
					62879 Total	\$20.76

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sound Security Inc	1161031	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	62880	\$19.51
Sound Security Inc	1161031	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	62880	\$700.59
Sound Security Inc	1161031	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	62880	\$734.78
Sound Security Inc	1161031	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	62880	\$343.61
Sound Security Inc	1161031	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	62880	\$343.61
Sound Security Inc	1161031	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	62880	\$343.61
Sound Security Inc	1161031	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	62880	\$142.09
Sound Security Inc	1161032	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 1825 S Lake 02-2025	62880	\$1,372.89
Sound Security Inc	1161033	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 10518 18th St 02-2025	62880	\$111.12
					62880 Total	\$4,111.81
Southwest Coast Development LLC	BLD2025-0033	003 000 322 10 00 00	Building Permits	BLD2025-0033 Building Plan Review Refund Overpayment	62881	\$426.65
Southwest Coast Development LLC	BLD2025-0033	001 000 342 40 00 00	Protective Inspections - Fire	BLD2025-0033 City Admin Fee Refund Overpayment	62881	\$22.35
Southwest Coast Development LLC	BLD2025-0033	003 000 322 10 00 00	Building Permits	BLD2025-0033 Demo Permit	62881	(\$120.00)
Southwest Coast Development LLC	BLD2025-0033	633 000 389 30 00 08	Fire DistrictFees	BLD2025-0033 Fire Fee Refund Overpayment	62881	\$149.00
Southwest Coast Development LLC	BLD2025-0033	510 000 341 81 00 00	Technology Fee	BLD2025-0033 Technology Fee Refund Overpayment	62881	\$25.23
Southwest Coast Development LLC	BLD2025-0033	633 000 389 30 00 03	St. Bldg Permit Fee Non-Rev	BLD2025-0033 Washington State Surcharge	62881	(\$25.00)
					62881 Total	\$478.23
Sprague Pest Solutions	5713467	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	62882	\$105.20
Sprague Pest Solutions	5713469	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	62882	\$138.26
					62882 Total	\$243.46
Stericycle Inc	8009866353	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal PD	62883	\$10.36
					62883 Total	\$10.36
Stewart	13125	004 010 594 76 60 00	Park Acquisition	Home Inspection Services 2326 Soper Hill Rd	62884	\$495.00
					62884 Total	\$495.00
Synthetic Turf Northwest	16090	001 010 576 80 31 00	PK-Operating Supplies	Turf Cushion Pad for North Cove Park	62798	\$124.09
					62798 Total	\$124.09
TargetSolutions Learning LLC	INV112270	001 008 521 20 41 01	LE-Professional Serv-Fixed	Vector Evaluations Annual Renewal	62885	\$1,230.18
					62885 Total	\$1,230.18
Teamsters Local No 763	Jan-24	001 000 284 00 00 00	Payroll Liability Other	Union Dues	62796	\$2,029.00
					62796 Total	\$2,029.00
Teamsters Welfare Trust Dental EFT	Mar-25	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,440.00
					EFT Total	\$3,440.00
Thyssenkrupp Elevator Corporation	3008322556	001 008 521 50 48 00	LE-Facility Repair & Maint	Elevator Service - 1825 S Lake Stevens Rd	62886	\$948.98
Thyssenkrupp Elevator Corporation	3008346813	005 000 518 20 40 01	Rental Property Utilities	Elevator Service - 1819 S Lake Stevens Rd	62886	\$1,086.38
					62886 Total	\$2,035.36
Traffic Safety Supply	INV077773	101 016 542 64 31 00	ST-Traffic Control - Supply	Saflector Sleeve Type IV Red	62887	\$619.18
Traffic Safety Supply	INV077773	101 016 542 64 31 00	ST-Traffic Control - Supply	Saflector Sleeve Type IV White	62887	\$619.17
Traffic Safety Supply	INV077773	101 016 542 64 31 00	ST-Traffic Control - Supply	Saflector Sleeve Type IV Yellow	62887	\$619.18
Traffic Safety Supply	INV077773	101 016 542 64 31 00	ST-Traffic Control - Supply	Saflector Sleeve Type XI FYG	62887	\$914.69
					62887 Total	\$2,772.22
ULINE	187604922	101 016 544 90 31 02	ST-Operating Cost	Mobile Training Table/Nesting Chairs/Paradise Print	62888	\$4,074.08
ULINE	187604922	410 016 531 10 31 02	SW - Operating Costs	Mobile Training Table/Nesting Chairs/Paradise Print	62888	\$4,074.08
ULINE	187951462	101 016 544 90 31 02	ST-Operating Cost	Mesh Nesting Chair/Launched Print	62888	\$1,674.47
ULINE	187951462	410 016 531 10 31 02	SW - Operating Costs	Mesh Nesting Chair/Launched Print	62888	\$1,674.48
ULINE	187972507	101 016 544 90 31 02	ST-Operating Cost	Mobile Training Table/Peaceful Summer Day Print	62888	\$1,455.88
ULINE	187972507	410 016 531 10 31 02	SW - Operating Costs	Mobile Training Table/Peaceful Summer Day Print	62888	\$1,455.87
ULINE	188478165	101 016 544 90 31 02	ST-Operating Cost	Coolshield Bubble RD/Desktop Heater	62888	\$317.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
ULINE	188478165	101 016 544 90 31 02	ST-Operating Cost	Vornado Desktop Heater	62888	\$57.50
					62888 Total	\$14,784.01
United Rentals North America Inc	242981113-001	001 010 576 80 45 00	PK-Equipment Rental	Boom Rental for Removal of Downtown Christmas Decorations	62889	\$1,181.00
United Rentals North America Inc	242981113-001	101 016 542 30 45 00	ST-Rentals-Leases	Boom Rental for Removal of Downtown Christmas Decorations	62889	\$1,204.21
					62889 Total	\$2,385.21
UPS	0000074Y42065	001 008 521 20 42 00	LE-Communication	Evidence Shipping	62890	\$35.39
					62890 Total	\$35.39
Verizon Wireless	6104964305	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	62891	\$295.96
Verizon Wireless	6104964305	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	62891	\$42.28
Verizon Wireless	6104964305	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	62891	\$47.28
Verizon Wireless	6104964305	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	62891	\$184.12
Verizon Wireless	6104964305	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	62891	\$47.28
Verizon Wireless	6104964305	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	62891	\$226.40
Verizon Wireless	6104964305	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	62891	\$273.68
Verizon Wireless	6104964305	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	62891	\$383.25
Verizon Wireless	6104964305	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	62891	\$209.59
Verizon Wireless	6104964305	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	62891	\$731.77
Verizon Wireless	6104964305	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	62891	\$1,037.83
Verizon Wireless	6104964305	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	62891	\$1,037.83
					62891 Total	\$4,517.27
WABO	47926	001 007 559 30 49 01	PB-Staff Development	2021 IRC Complete Plan Review - Huhta	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Best Practices in Plan Review and Compliance - Barron	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Cannabis & Codes - Manus	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Connecting Dots Between Energy & Mechanical Codes - Farmer	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Egress and Accessibility in the 2021 IBC - Barron	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Legal Aspects of Code Administration - Glasser	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Mastering Smoke Control Systems - Manus	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	Special Inspection and the IBC - Farmer	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	WA Safe Building Safety Evaluations - Glasser	62892	\$145.00
WABO	47926	001 007 559 30 49 01	PB-Staff Development	WA Safe Building Safety Evaluations - Huhta	62892	\$145.00
					62892 Total	\$1,450.00
WAPRO	11434	001 008 521 40 49 01	LE- Staff Development	WAPRO Membership - B Ryan	62893	\$25.00
					62893 Total	\$25.00
Warrington	021225 ANYA	001 002 513 11 40 01	AD-Succession Development	DC Fly-In Flight Reimbursement - A Warrington	62894	\$706.60
					62894 Total	\$706.60
Washington State Department of Ecology	25-WAR313738-1	410 016 531 10 41 08	SW - DOE Annual Permit/Monitor	FY 2025 20th Street SE Ballfields Trailhead and Dog Park	62895	\$757.00
					62895 Total	\$757.00
Washington State Dept of Enterprise Svcs	731141651	001 008 521 20 31 00	LE-Office Supplies	Business Cards - Aukerman/Cooper	62896	\$98.23
					62896 Total	\$98.23
Washington State Patrol	I2504031	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	62897	\$321.00
					62897 Total	\$321.00
Washington State Support Registry	2102025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,090.08
					EFT Total	\$1,090.08

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Wave	103946401-0011314	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	62898	\$1,268.82
Wave	103946401-0011314	001 002 513 11 42 00	AD-Communications	Telephone Service	62898	\$73.16
Wave	103946401-0011314	001 003 514 20 42 00	CC-Communications	Telephone Service	62898	\$146.32
Wave	103946401-0011314	001 004 514 23 42 00	FI-Communications	Telephone Service	62898	\$146.33
Wave	103946401-0011314	001 005 518 10 42 00	HR-Communications	Telephone Service	62898	\$73.16
Wave	103946401-0011314	001 006 518 80 42 00	IT-Communications	Telephone Service	62898	\$219.48
Wave	103946401-0011314	001 007 558 50 42 00	PL-Communication	Telephone Service	62898	\$475.79
Wave	103946401-0011314	001 007 559 30 42 00	PB-Communication	Telephone Service	62898	\$73.16
Wave	103946401-0011314	001 008 521 20 42 00	LE-Communication	Telephone Service	62898	\$2,488.46
Wave	103946401-0011314	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	62898	\$73.16
Wave	103946401-0011314	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	62898	\$73.16
Wave	103946401-0011314	001 013 518 20 42 00	GG-Communication	Telephone Service	62898	\$292.64
Wave	103946401-0011314	101 016 543 30 42 00	ST-Communications	Telephone Service	62898	\$421.05
Wave	103946401-0011314	410 016 531 10 42 00	SW - Communications	Telephone Service	62898	\$421.04
					62898 Total	\$6,245.73
Weaver	051025 WEAVER	001 003 514 20 49 02	CC-Staff Development	DC Fly In Flight Reimbursement - C Weaver	62899	\$577.60
					62899 Total	\$577.60
Western Conference of Teamsters Pension Trust	2102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension	62797	\$4,542.96
Western Conference of Teamsters Pension Trust	2102025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contribution-Teamster Pension Probation	62797	\$8.67
					62797 Total	\$4,551.63
Whispr Innovations Inc	5233	001 010 576 80 41 00	PK-Professional Services	SLS Trail Landscaping 12-2024	62900	\$1,472.27
Whispr Innovations Inc	5235	001 010 576 80 41 00	PK-Professional Services	SLS Trail Landscaping 01-2025	62900	\$1,472.27
					62900 Total	\$2,944.54
Willards Pest Control Co	452307	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	62901	\$85.69
					62901 Total	\$85.69
WR Lake Stevens LLC	01-2025 CH	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	62902	\$20.00
WR Lake Stevens LLC	01-2025 CH	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	62902	\$80.00
WR Lake Stevens LLC	01-2025 CH	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	62902	\$20.00
WR Lake Stevens LLC	01-2025 CH	001 006 518 80 41 00	IT-Professional Services	Car Washes for IT Vehicles	62902	\$20.00
WR Lake Stevens LLC	01-2025 CH	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	62902	\$60.00
WR Lake Stevens LLC	01-2025 CH	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	62902	\$80.00
WR Lake Stevens LLC	01-2025 CH	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	62902	\$80.00
WR Lake Stevens LLC	01-2025 PD	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Car Washes for PD Vehicles	62902	\$700.00
					62902 Total	\$1,060.00
Zoom Communications Inc	INV291522766	001 013 518 20 41 00	GG-Professional Service	Additional Host for Zoom Sessions Annual	62903	\$2,841.80
Zoom Communications Inc	INV291522766	001 013 518 20 41 00	GG-Professional Service	Cloud Recording One Year Prepay	62903	\$120.00
Zoom Communications Inc	INV291522766	001 013 518 20 41 00	GG-Professional Service	Zoom Rooms Annual	62903	\$545.41
Zoom Communications Inc	INV291522766	001 013 518 20 41 00	GG-Professional Service	Zoom Sessions 500 Unlimited Annual	62903	\$3,814.57
Zoom Communications Inc	INV291522766	001 013 518 20 41 00	GG-Professional Service	Zoom Workplace Business Annual	62903	\$240.35
					62903 Total	\$7,562.13

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

February 11, 2025, 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. Council President Ryan Donoghue

ELECTED OFFICIALS PRESENT: Council President Ryan Donoghue, Gary Petershagen, Kim Daughtry, Steve Ewing, Anji Jorstad, Marcus Tageant and Kymm Shipman.

Call to Order

Council President Donoghue called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Council President Donoghue led the Pledge of Allegiance.

Roll Call

All Councilmembers were present with the exception of Councilmember Jorstad. She arrived at 6:09 p.m.

Approval of Agenda

MOTION. Councilmember Shipman made a motion, seconded by Councilmember Daughtry, to approve the agenda with the amendment of removing the executive session. The motion passed 6-0-0-1.

Citizen Comments

There were no citizen comments.

City Department Report

Public Works Annual Report

Lori Erickson presented the 2024 Public Works annual report. Discussion occurred.

Planning and Community Development Annual Report

Director Wright presented the 2024 Planning and Community Development annual report. Discussion occurred.

Consent Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda items were as follows:

- 2025 Vouchers
- City Council Meeting Minutes of January 21, 2025
- City Council Meeting Minutes of January 28, 2025

- Region 1 SWAT Interlocal Agreement
- Amendment to Ordinance 1194 and LSMC Section 3.08.030 D, Relating to Taxation of Electrical Utility Providers

Public Hearing**Interim Ordinance 1192**

Planner Levitan presented information on interim Ordinance 1192 to Council. The public hearing was opened at 6:37 p.m. The public comment portion of the hearing was opened. No public comments were received. Public comments were closed. Council was given the opportunity to discuss and ask questions of staff. The public hearing was closed at 6:43 p.m.

Adjournment

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting adjourned at 6:43 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 2/25/2025

Subject: Contract for Salmonid Basins Plan

Contact Person/Department: Aaron Halverson, Shannon Farrant, Public Works

Budget Impact: \$247,299

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign a professional services agreement (PSA) for the amount of \$247,299 to the firm Herrera Environmental Consultants, Inc., in support of the development of a watershed plan for the basins within the City, in accordance with awarded grant funds from the Department of Commerce.

SUMMARY/BACKGROUND:

City Public Works staff, in 2024, gained a grant award from the Department of Commerce to develop a GIS-based watershed plan. This plan will consider related land uses, surface water management, and long-range plans, as well as NPDES requirements to evaluate water quality, salmon fish habitat, and land use projections for providing input and support for future City Comprehensive Plan updates. Staff presented a contract with Commerce for approval at a City Council meeting on September 24, 2024.

Since that date, the Commerce contract has been executed, a coordinating team of agency participants has been developed, a Project Charter has been approved, and a Request for Qualifications (RFQ) was issued to seek consultants to execute the project. As a part of this RFQ, a draft PSA was prepared based on a City template and was reviewed by the City legal team.

The City issued a public notice for the RFQ and received four qualified submittals. An interdisciplinary team reviewed the submittals and ranked them and interviewed two firms. As a result of our process, we have determined that Herrera Environmental

Consultants, Inc. (Herrera) was the most qualified for this project. A scope of services with fees has been prepared by Herrera that meets our needs and limitations. The proposed cost of their work, \$247,299, is fully funded by the Department of Commerce grant of up to \$247,339.

The Lake Stevens Plan for Salmonid Basins is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

APPLICABLE CITY POLICIES:

302 – Comprehensive Procurement Policy

ATTACHMENTS:

1. Salmonid Basins PSA Herrera 20250221

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND HERRERA ENVIRONMENTAL CONSULTANTS, 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 HERRERA ENVIRONMENTAL CONSULTANTS, INC. a Washington profit corporation authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City and the Department of Commerce, 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 and the Department of Commerce. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at June 30, 2027. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

b. However, 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. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain 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 and coverages described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (3) Professional Liability insurance appropriate to the Consultant's profession.
- (4) Fidelity Insurance - Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss.

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

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- (5) Fidelity Insurance coverage secured shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured by the Consultant shall name the City of Lake Stevens as beneficiary.

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 two business days of receipt of such notice) 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 Agreement 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 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 Agreement 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 Agreement 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 Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

NONE.

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 \$247,299 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:

Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
206-441-9080

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 ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING. The Consultant agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of City of Lake Stevens, which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds, shall contain the following statement, or reference a link which contains this language if space is not available:

"The Lake Stevens Plan for Salmonid Basins is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Consultant agrees to ensure coordinated Climate Commitment Act branding on work completed on behalf of the City of Lake Stevens. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

V.11 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.12 **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 _____, 2024.

CITY OF LAKE STEVENS

HERRERA ENVIRONMENTAL
CONSULTANTS, INC.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

EXHIBIT A

SCOPE OF SERVICES

LAKE STEVENS PLAN FOR SALMONID BASINS

On February 14, 2025, the City of Lake Stevens (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to prepare a GIS-based watershed management plan that uses best available science to integrate drainage basin issues with planned elements of the Lake Stevens Comprehensive Plan to protect and restore habitat. This GIS-based watershed management plan will influence future comprehensive plan updates and will enable the City to make more informed decisions regarding habitat preservation and salmon recovery. This watershed management plan shall be conducted on a basin level, and will consider related land uses, surface water management, and long-range plans that may exist in basins that span jurisdictional boundaries. The plan will also help meet 2024 NPDES MS4 Phase II permit requirements.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project. The tasks have been split into two phases (Phase A and Phase B) and have been named for consistency with the tasks outlined in the Commerce Grant (Grant) to allow for easy cross-referencing with the Grant scope of work. Deliverable numbers from the Grant scope of work have also been included where applicable.

PHASE A

The work under Phase A aligns with the 2023-2025 Washington State biennial budget cycle and includes work that will be performed and deliverables submitted prior to June 30, 2025.

Task 1.3-A: Gather Preliminary Data

Herrera will compile and review background information and potential data sources available to support this project. This will include reviewing regulations and reference documents produced by the City and other agencies, acquiring and assessing available GIS data, and soliciting information from City staff. Herrera will also research available GIS-based fishery habitat models and analysis frameworks that consider land uses and other landscape factors and will summarize the output, data needs, and pros and cons of each model. Herrera will use the results of this analysis to refine the modeling approach and recommend a model that is both feasible to run based on available data and that best meets the project goals and planning needs of the City.

Assumptions

- Herrera will lead a 2-hour virtual project kickoff meeting with the City under this task (with up to three Herrera team members).
- The City will provide available GIS data, planning documents, and other relevant information to Herrera.

SCOPE OF WORK

- Herrera will produce both a draft and final summary report for this task with one round of review by the City between versions. No data collection will be completed under this project.
- The City will provide one consolidated set of review comments within 1 week of receipt of draft deliverables.

Deliverables

- Summary notes from project kickoff meeting (email delivery)
- Draft summary report of preliminary results for available data and models.
- Final summary report of preliminary results for available data and models (**Deliverable 1.3.1-A**).

Task 1.4-A: Community Research & Outreach

Herrera will coordinate with the City to develop a Public Outreach Plan (Outreach Plan) for this project. This Outreach Plan will help refine the characterization, distribution, and priorities for outreach and will emphasize engagement with underserved communities and delivering environmental justice. The Outreach Plan will identify outreach ambassadors, recommend implementation methods, and will clearly identify responsibilities for outreach activities between the City and Herrera.

Assumptions

- The City will take an active role in public engagement for this project, including building websites and facilitating public meetings. Public engagement roles between the City and Herrera will be clearly outlined in the Outreach Plan.

Deliverables

- Outreach Plan with list of engaged community and interest groups, key communicators, and engagement activities that will be targeting underserved communities. (**Deliverable 1.4.1-A**).

Task 1.5-A: Baseline Data Analysis & Interpretation

Herrera will review preliminary data and data needs for the recommended GIS-based fishery habitat model or analysis framework identified in Task 1.3-A. This will include (at a minimum) habitat, species, and climate data necessary to detect the resiliency of salmonid ecosystems. Herrera will document data gaps and proposed data collection or enhancement methods to fill gaps (e.g., remote sensing, augmenting existing data, targeted field verification).

Assumptions

- Herrera will produce both a draft and final summary memo for this task with one round of review by the City between versions.

SCOPE OF WORK

Deliverables

- Draft memo with summarized data in a table, list of models to be utilized with rationale, and plan for resolution of known data gaps.
- Final memo with summarized data in a table, list of models to be utilized with rationale, and plan for resolution of known data gaps (**Deliverable 1.5.1-A**).

Task 1.7-A: Project Management

Herrera's project manager will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated client point of contact. Herrera's project manager will have phone and e-mail contact with the City on an as-needed basis. Jenn Schmidt is Herrera's project manager assigned to this project. Olin Anderson is the City's project representative for this project. Herrera will have regular check-in meetings with the City project representative (minimum monthly).

Deliverables

- Progress reports and invoices.

PHASE B

The work under Phase B aligns with the 2025-2027 Washington State biennial budget cycle and includes work that will be performed and deliverables submitted between July 1, 2025, and June 30, 2027. Some of the specific elements of the scope of work for Phase B are dependent on the Phase A deliverables and assumptions may need to be revisited before Phase B begins.

Task 1.4-B: Community Research & Outreach

Herrera will coordinate with the City to implement the Outreach Plan developed in Task 1.4-A. This will include the following activities:

- Outreach initiation with a kickoff meeting, and a City Council presentation.
- Monitoring and processing feedback, progress messaging, and demonstrated responsiveness in real-time and through social media, including website updates.
- Holding a significant project progress update meeting, including targeted outreach presentations, and associated updates to social media and the project website.
- Developing a report presentation as an interactive-based ArcGIS StoryMap that can be linked to the project website.

SCOPE OF WORK

- Developing a written Public Outreach Report summarizing significant materials, attendance, web activity, effectiveness, and outcomes.

Assumptions

- The City will produce a project website and will be responsible for leading website updates and social media activities (with content input from Herrera).
- Clear roles and responsibilities between the City and Herrera for community outreach activities will be clarified in the Outreach Plan (Task 1.4-A) and be agreed upon before the commencement of this task.
- Herrera will produce both a draft and final Project Outreach Report for this task with one round of review by the City between versions.

Deliverables

- Summary report of outreach initiation messaging and kickoff meeting attendance (**Deliverable 1.4.2-B**).
- Summary of feedback, website updates, and social media activities (**Deliverable 1.4.3-B**).
- Interactive final report presentation in ArcGIS StoryMap format linked to the project website.
- Draft Project Outreach Report as a written document for inclusion in final digital report as attachment with significant materials, describing attendance, web activity, effectiveness, and outcomes.
- Final Project Outreach Report as a written document for inclusion in final digital report as attachment with significant materials, describing attendance, web activity, effectiveness, and outcomes (**Deliverable 1.4.4-B**).

Task 1.5-B: Baseline Data Analysis

Herrera will implement the Outreach Plan developed in Task 1.5-A to fill identified data gaps necessary for running the selected GIS-based fishery habitat model or analysis framework. Herrera will process and prepare the model inputs for use in the model, including data necessary to support climate resiliency planning. Herrera will prepare a series of maps summarizing the model inputs at the basin scale. Herrera will also prepare a series of maps summarizing broader existing conditions data relevant to generalized planning needs and opportunities, including considerations related to geographic relationships between the City and adjoining jurisdictions. This task will also include supplementing mapping needed to comply with the 2024 NPDES Permit requirements.

After the model input data and existing conditions data have been prepared and mapped, Herrera will conduct a needs and opportunities analysis to identify how salmonid habitat needs and water quality improvements may fit within applicable comprehensive plan goals, objectives, and elements and/or municipal code titles.

SCOPE OF WORK

Assumptions

- Herrera will conduct a 2-hour hybrid workshop (Workshop #1) with the City and other relevant interested parties to review the existing conditions maps, summarize the needs and opportunities analysis, and to collaborate on potential planning responses that consider both salmonid habitat needs and water quality improvements
- Herrera will produce both a draft and final summary memo for this task with one round of review by the City between versions.

Deliverables

- Data subject maps and interpretive planning maps, multijurisdictional comprehensive plan maps, combined infrastructure system maps (**Deliverable 1.5.2-B**).
- Workshop #1 summary notes.
- Draft memo summarizing existing conditions with areas of potential conflict mapped, language that supports salmonid habitat, and identifying several scenarios for potential responses in planning.
- Final memo summarizing existing conditions with areas of potential conflict mapped, language that supports salmonid habitat, and identifying several scenarios for potential responses in planning. (**Deliverable 1.5.3-B**)

Task 1.6-B: Salmonid Habitat Modeling

Herrera will use the data prepared in Task 1.5-B to run the selected GIS-based fishery habitat model on a pilot watershed to assess model functionality. Model inputs and parameters will be adjusted as needed. A workshop (Workshop #2) will then be held with the City and other interested parties to review the pilot model output and solicit feedback. Herrera will then run the model for the entire City and will generate a series of maps and other communication visuals to summarize the results of the model overall. Herrera will prepare a technical memorandum summarizing the model runs, salmonid habitat scenario scoring, and suggestions for future work that may be needed to use the output to identify potential GSI project locations.

Assumptions

- Herrera will conduct a 2-hour hybrid workshop (Workshop #2) with the City and other interested parties to review the model output and discuss how it may be used to identify potential GSI project locations.
- Herrera will produce both a draft and final summary memo for this task with one round of review by the City between versions.

SCOPE OF WORK

Deliverables

- Workshop #2 summary notes.
- Draft summary report of data from model runs, with figures of outputs, and scoring for salmonid habitat scenarios to demonstrate potential model effectiveness and levels of refinement that may be needed for future work preparing suggested GSI project locations.
- Final summary report of data from model runs, with figures of outputs, and scoring for salmonid habitat scenarios to demonstrate potential model effectiveness and levels of refinement that may be needed for future work preparing suggested GSI project locations (**Deliverable 1.6.1-B**).

Task 1.7-B: Project Management

Herrera's project manager will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the designated client point of contact. Herrera's project manager will have phone and e-mail contact with the City on an as-needed basis. Jenn Schmidt is Herrera's project manager assigned to this project. Olin Anderson is the City's project representative for this project. Herrera will have regular check-in meetings with the City project representative (minimum monthly).

Deliverables

- Progress reports and invoices.

Task 1.8-B – Final Report

Herrera will coordinate with the City to develop a Lake Stevens Plan for Salmonid Basins report that synthesizes the data and documents summarized and developed in previous tasks. This report will:

- Include proposed themes and concepts for plan updates and regional basin coordination
- Utilize data, maps, figures and language previously prepared for the project to concisely propose salmonid habitat issues to address in a plan
- Incorporate internal and external partner feedback and reflect public input
- Include model results as part of a discussion of next steps.
- Draft suggested code language and/or comprehensive plan text.

Herrera will produce a draft report for the City to review, a second draft for public and stakeholder input, and a final draft incorporating this feedback.

Assumptions

- Herrera will produce an outline of the final report for the City to review prior to producing the first draft.

SCOPE OF WORK

- Herrera will produce both draft, second draft, and final summary report for this task with one round of review by the City, the public, and interested parties between versions.
- The City will provide one consolidated set of review comments to Herrera on draft deliverables within 2 weeks of receipt.

Deliverables

- Report outline
- Draft report (Lake Stevens Plan for Salmonid Basins)
- Second draft report (Lake Stevens Plan for Salmonid Basins)
- Final report (Lake Stevens Plan for Salmonid Basins) which will clarify accomplishments, lessons learned, and presenting results from preliminary model runs along with outreach efforts. As an appendix will be draft suggested code or comprehensive plan text or subject content modifications. (Deliverable 1.8.1-B)



Cost Estimate for Lake Stevens Plan for Salmonid Basins
Herrera Project No. 25-08614-000
2/21/2025

2/21/2025			Task No.	1.3-A	1.4-A	1.5-A	1.7-A	1.4-B	1.5-B	1.6-B	1.8-B	1.7-B	Total
				Gather Preliminary Data	Community Research & Outreach	Baseline Data Analysis & Interpretation	Project Management (Phase A)	Community Research & Outreach	Baseline Data Analysis	Salmonid Habitat Modeling	Final Report	Project Management (Phase B)	
Herrera Labor based on: Burdened Labor Rates				3/1/2025	3/1/2025	3/1/2025	3/1/2025	7/1/2025	7/1/2025	7/1/2026	5/1/2026	7/1/2025	
Schedule		Task Start Date	6/15/2025	6/15/2025	6/15/2025	7/1/2025	6/1/2027	6/1/2027	6/1/2027	6/1/2027	6/1/2027	6/1/2027	
Staff	Labor Category	2025 Burdened Labor Rates											
Schmidt, Jennifer	GIS Analyst VII	\$291.08	20	12	24	4	18	53	48	40	33	252	
Busiek, Brian	Engineer VI	\$285.43	6	0	6	2	0	18	9	20	4	65	
Brown, Jess	Engineer IV	\$207.97	20	0	12	4	4	44	24	32	16	156	
Dugopolski, Rebecca	Engineer VI	\$288.44	4	0	2	0	0	18	8	6	0	38	
Rapoza, Danielle	Scientist III	\$154.17	20	0	6	0	0	46	48	24	0	144	
Watne, Wayne	Scientist IV	\$226.43	4	0	0	0	0	10	16	0	0	30	
Kleiner, Zoe	GIS Analyst I	\$115.23	0	0	20	0	0	72	40	22	0	154	
Stewart, Rick	Project Accountant IV	\$162.42	0	0	0	4	0	0	0	0	20	24	
Jackowich, Pamela	Administrative Coordinator IV	\$148.86	4	2	4	0	0	16	8	16	0	50	
Matsumoto-Hervol, Makie	GIS Analyst III	\$140.47	16	12	0	0	24	120	100	0	0	272	
Packard, Whitney	Engineer I	\$128.42	6	0	0	0	0	20	0	0	0	26	
Trolio, Nicole	Graphics Specialist IV	\$163.07	0	0	0	0	16	0	0	12	0	28	
Total Hours per Task			100	26	74	14	62	417	301	172	73	1239	
Subtotal Labor			\$20,450	\$5,476	\$15,596	\$3,217	\$12,052	\$74,367	\$54,710	\$36,311	\$17,323	\$239,503	
Subtotal Herrera Labor			\$20,450	\$5,476	\$15,596	\$3,217	\$12,052	\$74,367	\$54,710	\$36,311	\$17,323	\$239,503	
3%	Escalation on Herrera Labor in 2026		\$0	\$0	\$0	\$0	\$189	\$1,164	\$895	\$670	\$271	\$3,189	
6%	Escalation on Herrera Labor in 2027		\$0	\$0	\$0	\$0	\$157	\$970	\$1,492	\$838	\$226	\$3,683	
Escalated Subtotal Herrera Labor			\$20,450	\$5,476	\$15,596	\$3,217	\$12,398	\$76,501	\$57,097	\$37,820	\$17,820	\$246,375	
Travel and Per Diem (PD)													
Item	Unit	Unit Cost											
Auto Use	Mile	\$0.70	0	0	0	0	300	300	240	240	240	1320	
Subtotal Per Diem			\$0	\$0	\$0	\$0	\$210	\$210	\$168	\$168	\$168	\$924	
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$0	\$0	\$0	\$210	\$210	\$168	\$168	\$168	\$924	
Grand Subtotal			\$20,450	\$5,476	\$15,596	\$3,217	\$12,608	\$76,711	\$57,265	\$37,988	\$17,988	\$247,299	
Grand Total												\$247,299	

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.

CITY COUNCIL STAFF REPORT



Agenda Date: 2/25/2025

Subject: Amended Ordinance 1188 - 2024 Comprehensive Plan

Contact Person/Department: David Levitan, Community Development

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

1. Hold a public hearing on proposed revisions to the 2024 Comprehensive Plan (LUA2023-0195), which were recommended by the Planning Commission following a February 5, 2025 public hearing.
2. Approve Amended Ordinance 1188 (Attachment 1) adopting revisions to the 2024 Comprehensive Plan (Exhibit A) to bring the plan into full compliance with the Growth Management Act.

SUMMARY/BACKGROUND:

At their [October 22, 2024 meeting](#), the City Council held a public hearing on the 2024 Comprehensive Plan and Concurrent Rezones, at the conclusion of which they approved motions to adopt [Ordinance 1188](#) (2024 Comprehensive Plan) and [Ordinance 1189](#) (2024 Concurrent Rezones).

As required by state law ([RCW 36.70A.106](#)), the city submitted the adopted ordinances to the Washington State Department of Commerce ("Commerce") within 10 days of final adoption. In reviewing the ordinances, Commerce staff noted that based on [updated Commerce guidance](#) (issued in September 2024), all jurisdictions are required to prepare a quantitative analysis of emergency housing needs. The city had initially used the August 2023 Commerce guidance document, which noted that jurisdictions that allow emergency housing in any zone where hotels are a permitted use were exempt from the quantitative analysis requirement.

Commerce staff also requested that the city's Housing Element (Chapter 3) and Land Capacity Analysis (Appendix B) include a more detailed discussion of adequate provisions for housing affordability to more clearly address the requirements of [Section RCW 36.70A.070\(2\)\(d\)](#) of the Growth Management Act (GMA).

In response, staff has made amendments to the Housing Element and Land Capacity Analysis, which are shown in track changes format of Exhibit A to Amended Ordinance 1188 (Attachment 1). No other changes to the 2024 Comprehensive Plan and Future Land Use Map (as adopted by Ordinance 1188) or Concurrent Rezones (as adopted by Ordinance 1189) are proposed. In general, the changes in Attachment 1, Exhibit A show that:

1. The city has adequate zoned capacity to meet its allocation of emergency housing (304 beds); and
2. The city will need to adopt some minor code amendments to reduce barriers to the adequate provision of emergency housing, permanent supportive housing (PSH), and housing affordable between 0-80% of area median income (AMI).

Commerce staff has reviewed the proposed changes and indicated that they will bring the plan into full compliance with the GMA.

[RCW 36.70A.130\(2\)\(a\)](#) generally limits comprehensive plan amendments to once per year. However, because the proposed changes are intended to address Commerce comments to bring the plan into compliance with the GMA, the City Attorney has determined that the amendments may occur outside of the 2025 Comprehensive Plan docket, so long as they are limited to amendments to address the Commerce comments.

Per LSMC 14.16C.040, comprehensive plan amendments are Type VI (legislative) land use applications, and subject to the public noticing requirements in [Chapter 14.16B LSMC](#), Part VI. On January 24, the city issued [the notice of Planning Commission and City Council public hearings](#) for the 2024 Comprehensive Plan Minor Updates, which was posted at City Hall, on the city website, and in the Everett Herald and emailed to parties of record.

The Planning Commission held a public hearing on the proposed amendments to Ordinance 1188 at their [February 5, 2025 meeting](#). No written comments or oral testimony were provided on the proposed amendments in advance of or during the Planning Commission public hearing. At the conclusion of the public hearing, the Planning Commission made a unanimous recommendation to approve the proposed amendments to Ordinance 1188 shown in Attachment 1, Exhibit A.

As of February 20, city staff has not received any written public comments. Members of

the public will have the opportunity to provide oral testimony during the City Council's February 25 public hearing.

The proposal is also subject to review as a non-project action under the State Environmental Policy Act (SEPA). Following the completion of an environmental checklist and an evaluation of the original proposal's potential environmental impacts, on September 23 the city issued a [Determination of Nonsignificance](#) (DNS). City staff has determined that none of the proposed amendments in Attachments 1 and 2 would result in environmental impacts beyond those evaluated under the September 23, 2024 DNS. Following, the city issued an [Addendum to the DNS](#) on January 27, 2025.

Review Criteria

Per LSMC 14.16C.040(c), amendments to the Comprehensive Plan shall be in conformance with the Lake Stevens vision, consistency requirements, and revisions and amendments sections of [Chapter 1 \(Introduction\)](#) of the 2015 Comprehensive Plan, which remain the same in the 2024 plan. As part of its adoption of Ordinance 1188 on October 22, 2024, the City Council determined that the 2024 Comprehensive Plan was consistent with these criteria. The proposed minor changes have been analyzed against the same criteria:

1. *The amendment must be consistent with the Growth Management Act and other applicable State laws;*

Response: The plan is subject to review by the Department of Commerce for compliance with the Growth Management Act (GMA), which necessitated the changes proposed as part of this amendment. This criterion is met.

2. *The amendment must be consistent with the applicable County-wide Planning Policies;*

Response: The plan as proposed (including the amendments to Attachments 1 and 2) is consistent with all Countywide Planning Policies. This criterion is met.

3. *The amendment must not be in conflict with the Community Vision or other goals, policies and provisions of the Comprehensive Plan;*

Response: The proposal is to make minor refinements to the 2024 plan adopted by Ordinance 1188, which was previously determined to be consistent with and help establish the policy foundation for implementing the Community Vision. This criterion is met.

4. *The amendment can be accommodated by all applicable public services and facilities, including transportation;*

Response: Chapters 7 (Public Services), 8 (Transportation), and 9 (Capital Facilities) of the 2024 plan evaluate the ability of public services and capital facilities (including transportation) to meet the future needs of the community based on the adopted growth targets. Proposed improvements in the adopted capital facilities plans for partner agencies and utility districts will provide the needed public services and facilities to accommodate projected growth through 2044. This criterion is met.

5. *The amendment will change the development or use potential of a site or area without creating significant adverse impacts on existing sensitive land uses, businesses, or residents;*

Response: The 2024 Comprehensive Plan is a non-project action that is not specific to any individual site. The SEPA environmental checklist prepared for the proposal determined that there would not be any significant adverse impacts, and a Determination of Non-significance (and subsequent addendum) was issued for the proposal. This criterion is met.

-

6. *The amendment will result in long-term benefits to the community as a whole, and is in the best interest of the community.*

Response: The 2024 Comprehensive Plan provides a roadmap for future growth and development in Lake Stevens, as well as community priorities such as natural resource protection, climate change adaptation and mitigation, recreational opportunities, a multimodal transportation system, and quality public services and capital facilities. This criterion is met.

Public Comments and Planning Commission Recommendation

Following a short staff presentation on the proposed amendments to the adopted 2024 Comprehensive Plan, members of the public will have an opportunity to provide oral testimony (in person or via Zoom) on the proposed changes. As the remainder of the plan remains unchanged from version adopted by City Council Ordinance 1188, and the changes do not impact the concurrent rezones approved by Ordinance 1189, public comments should be limited to the proposed amendments. Councilmembers will then have an initial opportunity to ask additional questions on the proposal.

At the conclusion of the February 25 meeting, **staff recommends that the City Council adopt Amended Ordinance 1188 (Attachment 1)**, which includes proposed revisions to the Housing Element (Chapter 3) and the Land Capacity Analysis

(Appendix B), as shown in Exhibit A of the amended ordinance. .

Next Steps

Following approval by the City Council, the documents will receive a final check for grammatical and formatting edits and a final review for internal consistency between chapters before being submitted for [PSRC certification](#) and final acknowledgment of plan adoption by the Department of Commerce. The final certified plan will be placed on the city's website.

APPLICABLE CITY POLICIES:

Adoption of Ordinance 1188 will bring the 2024 Comprehensive Plan into full compliance with the Growth Management Act.

ATTACHMENTS:

1. Attachment 1 - Amended Ordinance 1188

CITY OF LAKE STEVENS
Lake Stevens, Washington
AMENDED ORDINANCE NO. 1188

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING ORDINANCE 1188 AND ADOPTING MINOR REVISIONS TO THE
ADOPTED 2024 LAKE STEVENS COMPREHENSIVE PLAN BASED ON
COMMENTS FROM THE WASHINGTON STATE DEPARTMENT OF
COMMERCE; ADOPTING FINDINGS OF FACT; AND PROVIDING FOR
SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION
BY ORDINANCE TITLE ONLY.**

WHEREAS, upon reviewing the City’s 2024 Comprehensive Plan as adopted by Ordinance 1188 and submitted with a Notice of Final Adoption, the Washington State Department of Commerce identified minor revisions were needed to the Housing Element (Chapter 3) and Land Capacity Analysis (Appendix B) to fully comply with the GMA, including a quantitative land capacity analysis of emergency housing and an expanded discussion of adequate provisions for housing affordable at or below 80% of area median income (AMI); and

WHEREAS, city staff made changes to Chapter 3 and Appendix B of the adopted 2024 Comprehensive Plan, as shown in track changes (~~strike through~~/underline) in **Exhibit A of this Ordinance**; and

WHEREAS, on January 28, 2025, Commerce staff confirmed that the proposed revisions shown in Exhibit A would bring the 2024 Comprehensive Plan into full compliance with the GMA; and

WHEREAS, on January 24, 2025, the City issued a SEPA Addendum to the previously adopted DNS, which accounted for the proposed revisions to Ordinance 1188; and

WHEREAS, in taking the actions set forth in this ordinance, the City has complied with the SEPA requirements in Chapter 43.21C RCW; and

WHEREAS, the Lake Stevens Planning Commission held a duly noticed public hearing on February 5, 2025, where it reviewed the amendments shown in Exhibit A and offered the public an opportunity to provide oral testimony, none of which was provided; and

WHEREAS, the Planning Commission made findings and conclusions to approve the proposed amendments to the adopted 2024 Comprehensive Plan and recommended approval to the City Council; and

WHEREAS, the Lake Stevens City Council reviewed the Planning Commission’s recommendation relating to the proposed revisions to the 2024 Comprehensive Plan and held a duly noticed public hearing and considered all public testimony on February 25, 2025 and approves of the recommendation from the Planning Commission to bring the 2024 Comprehensive Plan in compliance with statutory requirements,

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

Section 1. The 2024 Lake Stevens Comprehensive Plan as adopted by Ordinance 1188 is hereby amended to include the changes (shown in track changes format) in **Exhibit A attached hereto. All other provisions of the Comprehensive Plan as adopted by Ordinance 1188 remain in full force and effect.**

Section 2. The above recitals are adopted as findings of fact in support of the amendment of the 2024 Comprehensive Plan as set forth in Section 1 of this Ordinance.

Section 3. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

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

PASSED by the City Council of the City of Lake Stevens this 25th day of February 2025.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: February 25, 2025

Published:

Effective Date:

EXHIBIT A

Chapter 3

Housing



A Vision for Housing

The city of Lake Stevens will provide a fair and equitable regulatory framework that supports the creation of high-quality and diverse housing types that meets the needs and preferences of the community across all income levels and demographics.

INTRODUCTION

The Housing Element serves as a roadmap for providing housing opportunities for current and future Lake Stevens residents at all income levels and across a variety of housing types, while recognizing the unique characteristics of the community and natural environment. It is largely guided by Statewide Planning Goal 3 as outlined in RCW 36.70A.020, and includes:

- A description of the local, regional and state context;
- An inventory and analysis of existing and projected housing needs;
- Goals, policies and objectives;
- An evaluation of new state requirements and growth targets;
- Provisions for the preservation, improvement and development of housing;
- Identification of sufficient land for housing; and
- Provisions for existing and projected needs of all economic segments of the community.

This element examines Lake Stevens' current housing inventory, evaluates its condition, and illustrates how housing options addressing the diverse needs of the community can be accommodated over the next 20 years. While Lake Stevens is not mandated or expected to directly construct housing units, it is the city's responsibility to facilitate and advocate for housing development by both private and public sectors through the city's planning frameworks and regulations.

As discussed in more detail later in this chapter, Lake Stevens has a demonstrated need for a variety of housing types, including single-family residences, middle housing, accessory dwelling units (ADUs), multifamily units, emergency housing, permanent supportive

housing and transitional housing. This element provides an overview of housing data and highlights specific trends relevant to Lake Stevens and utilizes numerous sources, including:

- *U.S. Census Bureau’s 2022 American Community Survey (ACS) 5-year estimates*
- *2016-2020 US HUD Comprehensive Housing Affordability Strategy (CHAS)*
- *2023 Lake Stevens’ Housing Action Plan (HAP) and Housing Needs Analysis (HNA)*
- *Washington State Office of Financial Management (OFM)*
- *2023 Snohomish County Housing Characteristics and Needs Report (HO-5 Report)*
- *2021 Snohomish County Buildable Lands Report*

Housing supply and affordability is a regional issue, with each jurisdiction required to do their fair share to ensure they meet the future needs of their community while working collaboratively with neighboring jurisdictions. In Lake Stevens, the city works with the Department of Commerce (Commerce), the Puget Sound Regional Council (PSRC), and Snohomish County to analyze trends and needs to help inform Lake Stevens on how best to plan for future growth in a sustainable, equitable, and collaborative manner.

This chapter's intent is to assess current housing trends, present policies, and craft strategies that will help meet its 2044 population and housing growth targets at a variety of different income levels. As detailed in the Land Use Element (Chapter 2), Lake Stevens has the zoned capacity to meet its 2044 population and housing targets, with the adoption of the proposed map amendments in Figures 2.4 and 2.5. Lake Stevens' largest existing deficit of housing is that which serves households making less than 80% of the area median income (AMI), most notably at or below 30% of AMI (extremely low income). Lake Stevens will require a combination of policies, regulations, programs and partnerships to meet these needs.

PLANNING CONTEXT

State Planning

Per RCW 36.70A.070(2), the Housing Element is one of the six mandatory elements required by the Growth Management Act (GMA). The GMA has seen extensive changes related to housing since this element was last updated in 2015. Most prominent among these changes was the adoption of House Bill 1220 (2021), which revised the language in the GMA to require jurisdictions to “plan for and accommodate” housing affordable to all income levels,

based on growth targets at a variety of income levels. HB 1220 also added requirements related to the provision of permanent, transitional, and emergency housing, which are discussed later in this chapter. Overall, the GMA requires comprehensive plans to:

- Include an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth;
- Include a statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing, including single-family residences, middle housing, and multi-family housing at all income levels;
- Identify and amend policies, regulations, and implementation measures that may result in racially disparate impacts, displacement and exclusion in housing;
- Identify sufficient land for housing, including, but not limited to, government-assisted housing, housing for low-income families, manufactured housing, multifamily housing, permanent supportive housing and emergency housing, transitional housing, and group homes and foster care facilities; and
- Make adequate provisions for existing and projected needs of all economic segments of the community.

In addition, 2023 saw the adoption of middle housing and accessory dwelling unit (ADU) bills (HB 1110 and HB 1337) that aim to further expand infill housing opportunities, which will be an important source of future housing given the city's lack of vacant land. These bills focus on increasing the potential supply of moderate-income and market rate housing in the region at moderate densities. As a Tier 2 jurisdiction as defined by House Bill 1110, Lake Stevens is required to allow at least two dwelling units per lot that is residentially zoned, and at least four units per lot that is either within ¼ mile of major transit stops or provides at least one affordable unit. HB 1337 provides the ability to develop up to two accessory dwelling units (ADUs) per residential lots. The city amended its development code in March 2024 to comply with both HB 1110 and 1337 and has factored this additional capacity into its analysis of future housing needs.

Regional Planning

PSRC’s VISION 2050 plan provides a regional strategy for housing in the four-county Puget Sound region. VISION 2050’s policies are based on the regional growth strategy and emphasize locating housing near growth and employment centers and along transportation corridors.

Housing

Goal: The region preserves, improves, and expands its housing stock to provide a range of affordable, accessible, healthy, and safe housing choices to every resident. The region continues to promote fair and equal access to housing for all people

Vision 2050 Housing Goal (Source: PSRC)

Key housing-related elements of this strategy include:

- Designing diverse housing to align with the Regional Growth Strategy, ensuring a balance of job opportunities and housing for current and projected needs.
- Providing a spectrum of housing types for all income levels, especially prioritizing low- to middle-income households, and ensure an equitable regional distribution.
- Enhancing housing options, especially affordable ones, in areas near transit infrastructure, bridging the density gap between single-family and multifamily units.
- Promoting homeownership opportunities, particularly for low- to middle-income groups, while addressing historical disparities faced by communities of color.
- Encouraging jurisdictions to streamline development standards and foster inter-jurisdictional collaborations and public-private partnerships for better housing solutions.
- Proactively identifying and addressing potential displacement risks for marginalized communities, deploying strategies to minimize associated impacts.

Countywide Planning

In advance of each Comprehensive Plan Periodic Update cycle, Snohomish County adopts an updated set of countywide planning policies (CPPs), which must be consistent with the GMA and Vision 2050. The current CPP (as amended in 2021) for housing reads:

“Snohomish County and its cities shall promote fair and equitable access to safe, affordable, and accessible housing options for every resident through the expansion of a diverse housing stock that is in close proximity to employment, services, and transportation options.”

The countywide planning policies identify numerous challenges that the county and local jurisdictions face over the next 20 years. These include:

- Adequate supply of affordable housing for all household types, income levels, and housing unit types;
- Adequate supply of quality housing options in proximity or satisfactory access to places of employment;
- Community concerns about density and design;
- Adequate resources for, and equitable distribution of, low-income, emergency, transitional and permanent supportive housing;
- Housing types suitable for changing household demographics and an aging population; and
- Maintenance of existing affordable housing stock, including mobile home and manufactured housing.

In 2023, the county issued its Housing Characteristics and Needs Report, also known as the HO-5 Report, which requires the county and cities to create a housing report that:

- Describes the measures that jurisdictions have taken to implement or support housing CPPs;
- Quantifies and maps existing characteristics that are relevant to the results prescribed in the housing CPPs; and
- Identifies the number of housing units necessary to meet the various housing needs of the project population.

Housing growth targets for Snohomish County jurisdictions were derived from the regional growth strategy identified in Vision 2050 and allocated to individual jurisdictions and unincorporated areas following a collaborative process through Snohomish County Tomorrow. For the 2020-2044 planning period, Lake Stevens was allocated an additional 4,915 additional housing units. As shown in Figure 3.1, these housing units are allocated at specific household income levels, and the city must demonstrate the capacity to

accommodate housing types affordable at each income range, based on guidance from the Washington State Department of Commerce.

Overall, the city must demonstrate adequate zoned capacity to accommodate the following projected housing needs based on a percentage of area median income (AMI), which as of 2024 was \$150,700 for a family of four and \$105,400 for a single person:

- 1,168 units at 0-30% AMI (Extremely Low Income)
 - Includes 456 Units of Permanent Supportive Housing (PSH)
- 820 units at 30-50% AMI (Very Low Income)
- 549 units at 50-80% AMI (Low Income)
- 458 Units at 100-120% AMI (Moderate), provided as middle housing units
- 1,920 units at 120% AMI or greater (Market Rate), provided in SFR units
- 304 beds of emergency housing

For permanent supportive housing (PSH) – permanent housing with integrated supportive services that aim to provide housing stability to households with at least one member with a disability - and other extremely low (0-30% AMI) and very low income (30-50%) households, jurisdictions are expected to provide this zoned capacity via multifamily housing, primarily apartments.

The HAP and subsequent analysis show that city 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 required the city to consider both map amendments and policy changes to accommodate its full spectrum of housing needs. The proposed map amendments incorporated into Chapter 2 include several targeted map amendments and concurrent rezones to provide more multifamily housing (apartments and condos) opportunities. These include:

- Rezoning areas within and adjacent to the 20th St SE Corridor subarea to Multifamily Residential (MFR), most notably the east side of 99th Ave SE north of 20th St SE and the south side of 20th St SE west of Cavalero Road;
- Rezoning areas within and adjacent to the Lake Stevens Center subarea to MFR; and

- Rezoning parcels within and adjacent to the Downtown Lake Stevens subarea.

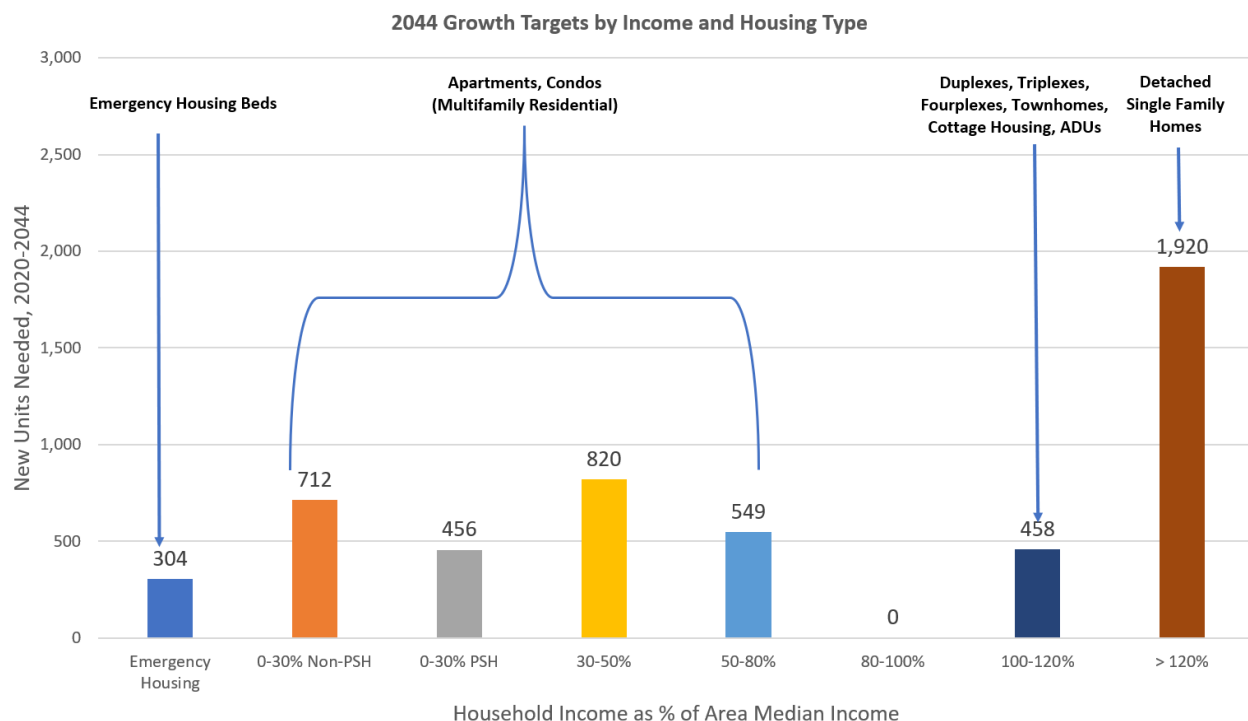


Figure 3.1 – 2044 Growth Targets by Income and Associated Housing Types

Source: Snohomish County, City of Lake Stevens

The HO-5 Report prioritizes cost-efficient housing production, exploring diverse infrastructure funding methods ranging from existing revenue streams to impact fees and bonds, ensuring they mirror the cost of new public amenities without unduly inflating housing costs. A cornerstone of the county's approach is the promotion of long-term affordable housing. This involves deploying a suite of incentives, from zoning changes to density bonuses. Additionally, metropolitan and core cities, especially those with high transit connectivity, are tasked with implementing strategies that protect historically marginalized communities from displacement, ensuring that both residents and neighborhood-based businesses are preserved and supported.

Lake Stevens Planning

As the demographic patterns in the county change, housing demand and needs will also continue to change. Over the past 15 years, the city has undertaken extensive subarea planning efforts as well as adopted zoning and development code amendments that have increased housing options, densities, and capacity in the city. These include code

amendments in 2020 that expanded middle housing opportunities in most residential zones, well ahead of the adoption of HB 1110 and HB 1337 in 2023. These regulations support a shift from lower-density single-family housing to moderate-density housing and more efficient land use, which provides housing opportunities to a broader range of incomes.

In 2023, the city adopted a Housing Action Plan (HAP) that serves as the housing needs analysis (HNA) and general policy foundation for this Housing Element and is included as Appendix G to the Comprehensive Plan. The HAP, along with the HO-5 Report, showed that the city had adequate zoned capacity to meet its overall housing growth targets and those at higher income ranges (80% of AMI and above), but that additional zoned capacity was needed to accommodate housing units at types affordable at below 80% of AMI, most notably apartment units and other multifamily residential housing (Figure 3.2).

The Department of Commerce provides guidance on relating zone categories to housing types and income levels. For Puget Sound and other higher-cost communities, this relationship is shown in Table 3.1.

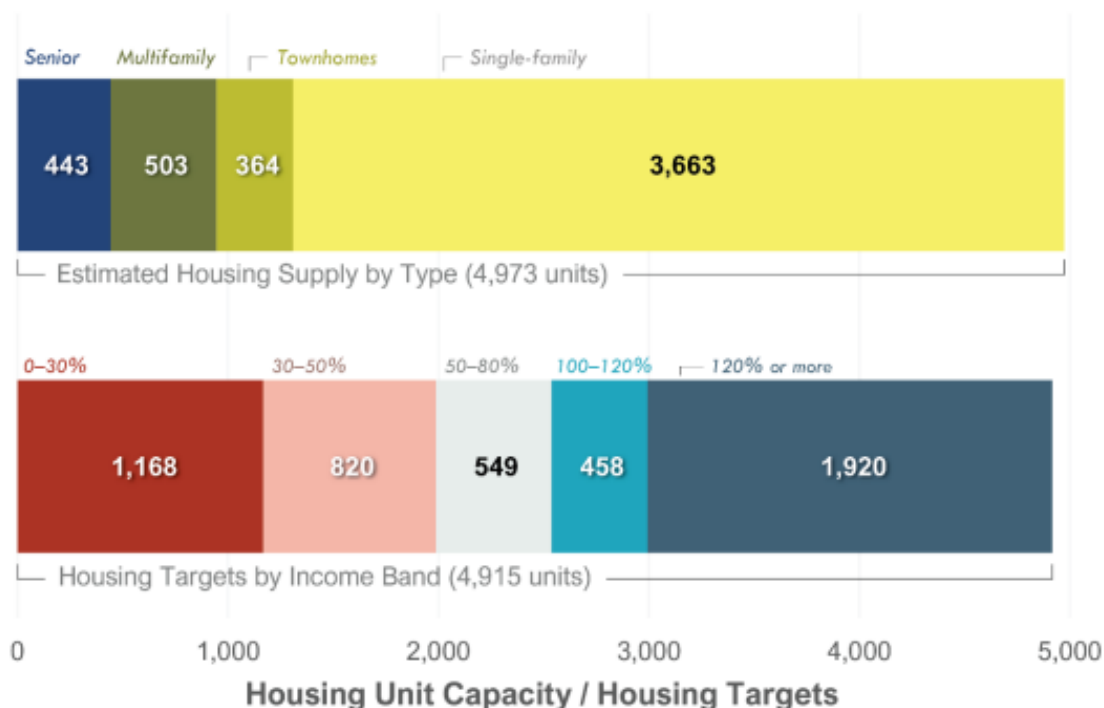


Figure 3.2 – Comparison of 2021 Zoned Capacity to 2044 Growth Targets

Source: City of Lake Stevens, Snohomish County BLR

Zone category	Typical housing types allowed	Lowest potential income level served		Assumed affordability level for capacity analysis
		Market rate	With subsidies and/or incentives	
Low Density	Detached single family homes	Higher income (>120% AMI)	Not feasible at scale*	Higher income (>120% AMI)
Moderate Density	Townhomes, duplex, triplex, quadplex	Higher income (>120% AMI)	Not typically feasible at scale*	Higher income (>120% AMI)
Low-Rise Multifamily	Walk-up apartments, condominiums (2-3-floors)	Moderate income (>80-120% AMI)	Extremely low, Very low, and Low-income (0-80% AMI)	Low income (0-80% AMI) and PSH
Mid-Rise Multifamily	Apartments, condominiums	Moderate income (>80-120% AMI)	Extremely low, Very low, and Low-income (0-80% AMI)	Low income (0-80% AMI) and PSH
High-Rise/Tower	Apartments, condominiums	Higher income (>120% AMI)	Moderate income (>80-120% AMI)	Moderate income (>80-120% AMI)
ADUs (all zones)	ADUs on developed residential lots	Moderate income (>80-120% AMI)	N/A	Moderate income (>80-120% AMI)

Table 3.1 – Housing Types by Income in Puget Sound

Source: Dept of Commerce

As required by state law, the city completed a land capacity analysis (LCA) to evaluate its ability to meet its housing growth targets at individual income bands. The LCA (Appendix B) determined that the city did not have adequate zoned capacity to meet its future needs at the extremely low (0-30% AMI), very low (30-50% AMI), and low (50-80% AMI) income bands, including permanent supportive housing (PSH).

Adequate Provisions

As summarized in Tables 3.2 and 3.3 and discussed in more detail in Appendix B, the proposed land use and zoning map amendments reflected in Figures 2.4 and 2.5 (Chapter 2) would allow the city to meet its 2044 growth targets at all income bands. The LCA ~~also~~ initially ~~noted~~s that the city ~~was~~is not required to quantify the capacity needed to meet its emergency housing needs so long as it allows emergency housing in all zones where hotels are permitted, which was based on 2023 guidance from the Department of Commerce. However, based on revised Commerce feedback in November 2024, the city updated the LCA in January 2025 to include a quantitative analysis of emergency housing needs in the city.

Appendix B also includes Adequate Provisions Checklists to meet the requirements of RCW 36.70A.070(2) by identifying and assessing potential barriers to the production of housing units that the city has historically not seen sufficient supply of to meet projected demand. These include 1) emergency housing and permanent supportive housing (Table 5) and 2)

Low-Rise and Mid-Rise Housing (Table 6), which are the assumed development type for housing at or below 80% AMI, per Table 3.1 above. The checklists in Appendix B build upon recent housing policy and implementation work, including the 2023 Housing Action Plan and 2024 code amendments to comply with HB 1110 (middle housing) and HB 1337 (accessory dwelling units). Adequate provisions checklists were not prepared for housing types where significant barriers do not exist (primarily due to recent code updates to comply with state legislation), such as ADUs and middle housing.

Income Band(s) (% AMI)	Housing Types Serving Range	Associated Zoning Districts	2044 Growth Target	Current (2023) Capacity	Surplus or (Deficit)
0-30% (non-PSH) 30-50%	Apartments, Condos	MFR, CD, MU, MUN, CBD, PBD (PBD to be eliminated)	2,081	1,780	(301)
0-30% (PSH)	PSH	MFR, CD, MU, MUN, CBD, PBD (PBD to be eliminated)	456	0	(456)
100-120%	Duplexes, triplexes, fourplexes, townhomes, cottage housing, ADUs	R4, R6, R8-12	458	1,829	1,371
120% and above	Detached single-family residences	WR, R4, R6, R8-12	1,920	2,930	1,010

Table 3.2 – Housing Types by Income Band with Projected Surplus or Deficit

Current Zoning	Proposed Zoning	Net Acres	Assumed Density	Projected Increase in MFR	Projected Reduction in SFR
R4	MFR	15.1	20 un/acre	302	(60)
R8-12	MFR	12.8	20 un/acre	256	(102)
R8-12	CD	5.8	30 un/acre	174	(47)
R4	CBD	0.3	30 un/acre	9	(1)
R6	CBD	1.1	30 un/acre	33	(7)
Total				774	(217)

Table 3.3 – Proposed Zoning Map Amendments to Meet 2044 Growth Targets

INVENTORY AND ANALYSIS

Population Data

According to the Washington State Office of Financial Management (OFM), the populations of Snohomish County and the larger four-county region both grew by approximately 20% between 2010 and 2023 (Figure 3.3). Lake Stevens has witnessed even more rapid population growth during this period, growing from just under 30,000 residents (which accounts for a series of annexations between 2006 and 2009) to 41,260 in 2023, an increase of nearly 40% (Figure 3.4).

In the past decade, the city has methodically annexed lands within the Urban Growth Area (UGA), adhering to a vision of establishing "One Community Around the Lake." Approximately 400 acres remain within the city's UGA, situated to the northeast and southeast, which are available for annexation. While annexations have played a major role in the city's population growth (including a large annexation in 2021 that added approximately 3,000 residents), new housing production has also contributed significantly to this growth, as discussed in the next section.

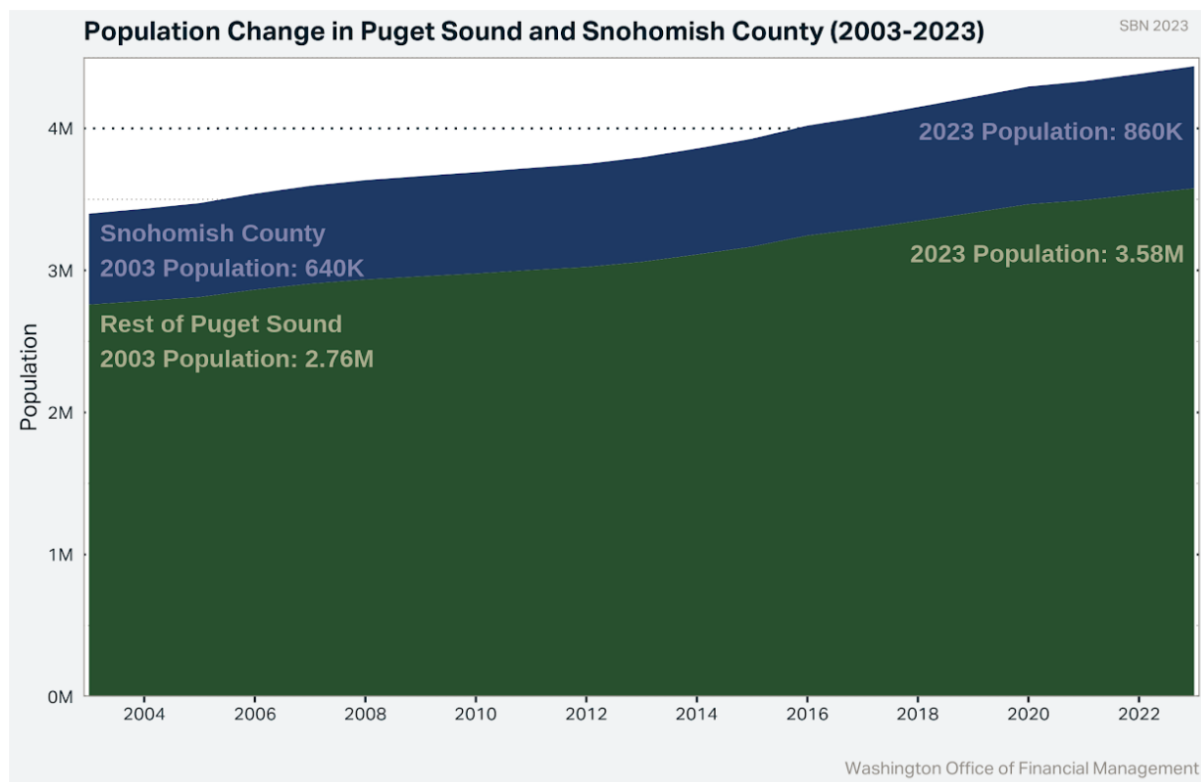


Figure 3.3: Population Change in Snohomish County and the Region (Source: OFM)

According to the 2022 ACS, the median age of Washington residents is 38.4, nearly identical to that of Snohomish County at 38.8. Lake Stevens' median age sits just below that of the state and county at 34.4. The age distribution of Lake Stevens shows a larger percentage of young families, with a relative gap of individuals in their 20s (Figure 3.5). Approximately 8.7% of the population in Lake Stevens is aged 65 and over. Planning for the future housing needs of these demographics, which may include an increased need for multifamily dwellings, senior housing, assisted living facilities, group homes, and infill housing, will be important to adequately accommodate an aging population and those just entering the housing market in the future.

Lake Stevens currently has an average household size of 2.94 people, which is the largest in Snohomish County. The city of Lake Stevens is less ethnically diverse than Snohomish County, with approximately 85% of its 2020 population identifying as non-Hispanic White, as shown in Figure 3.5. As discussed later in this chapter, there are differences in housing tenure (rental vs ownership) by race and ethnicity that merit additional discussion and policy considerations.

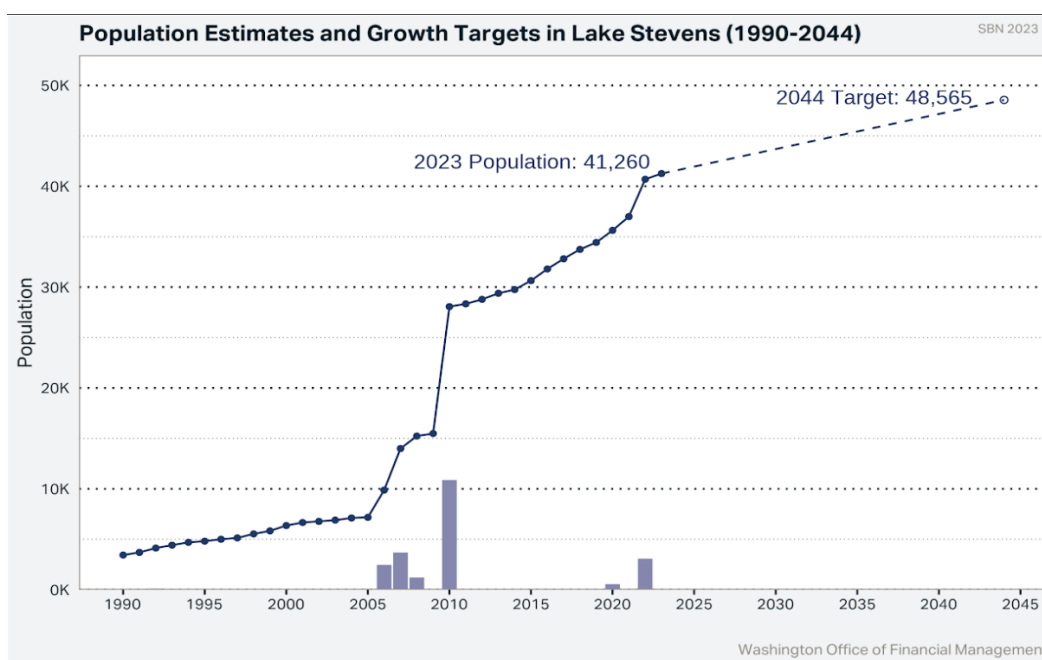


Figure 3.4: Population Growth and Projections in Lake Stevens (Source: OFM)

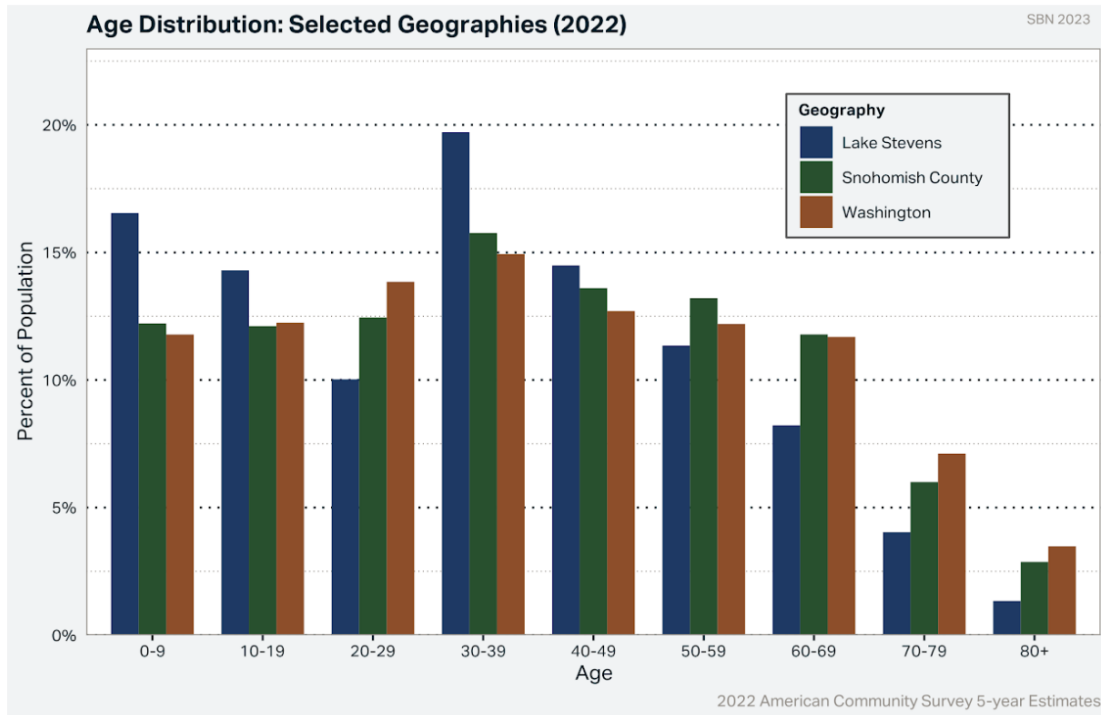


Figure 3.5: Age Distribution in City/County/State (Source: 2022 5-Year ACS)

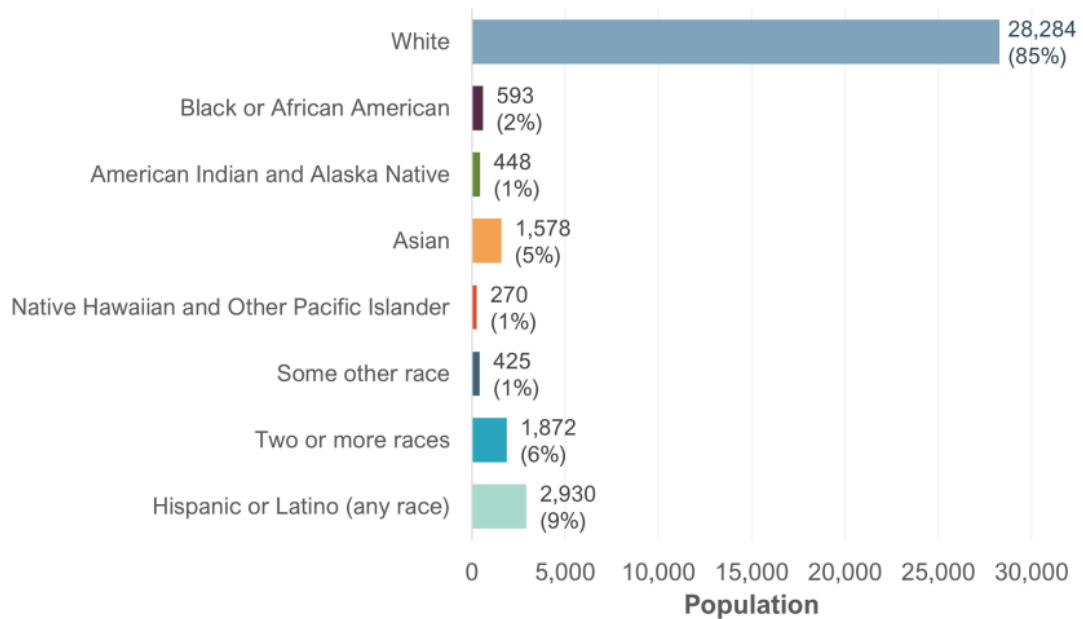


Figure 3.6: City Population by Race and Ethnicity, 2020 (Source: 2020 5-Year ACS)

Housing Stock

According to OFM data, as of April 2023 there were an estimated 14,516 dwelling units in Lake Stevens and 336,690 dwelling units in Snohomish County. Lake Stevens has a significantly higher percentage of its housing stock comprised of detached single-family homes (81.2%) than the county (64.6%), reflecting its history as a suburban bedroom community. Historically, the city has lacked a supply of mid-size and large multi-family buildings, as shown in Figure 3-7.

According to the 2022 ACS, the percentage of owner-occupied units in Lake Stevens was 76.4%, compared to 68.6% in Snohomish County. This has grown slightly since 2012 (74.3%), when the county average was 67.3%. During this period, the statewide ownership rate has remained relatively stable at around 64%, while the rate in the four-county Puget Sound region has decreased slightly from 61.7% to 61%. This suggests a local housing market more supportive of homeownership than elsewhere in the county and region – recent sale prices in the city may reflect more affordable units than nearby jurisdictions. According to the HAP, rental vacancy rates as of 2022 were about 3%.

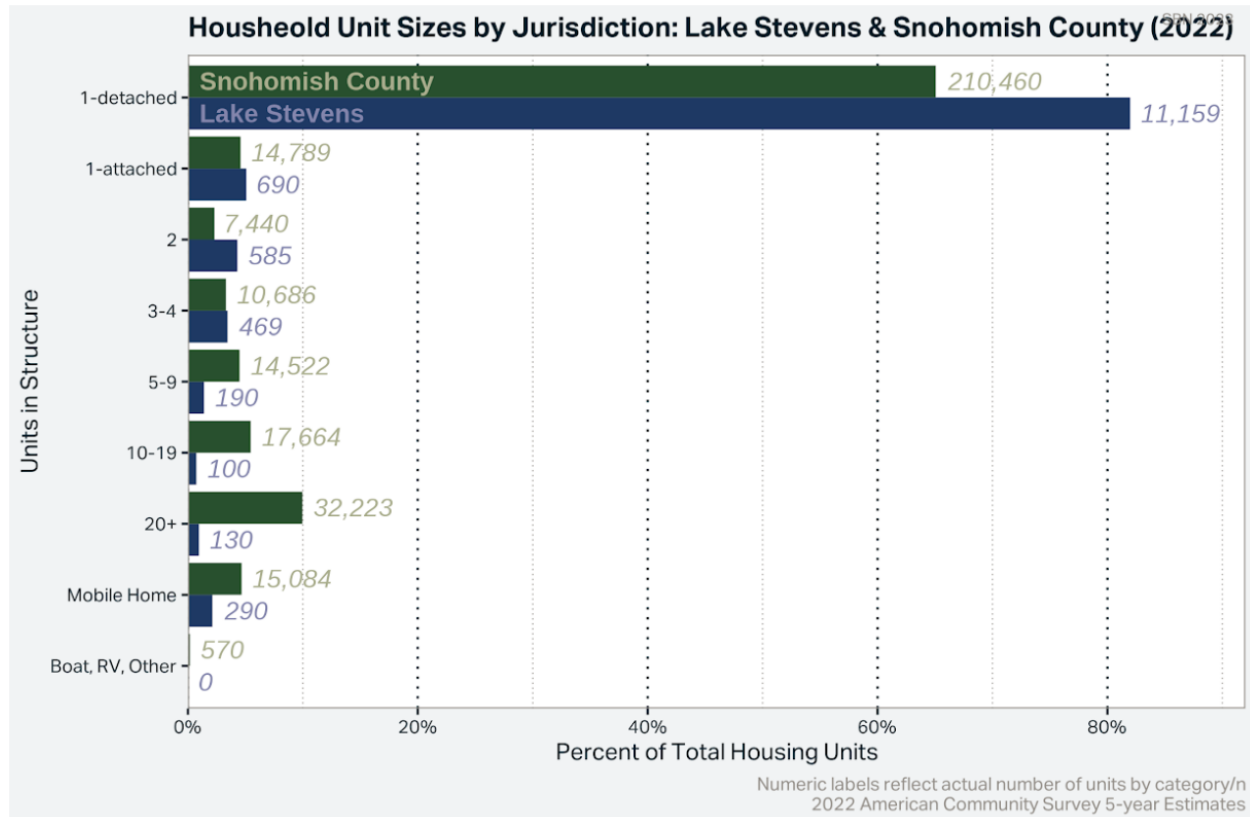


Figure 3.7 – Household Unit Size by Jurisdiction (Source: 2022 5-Year ACS)

The average lot size in Lake Stevens varies by zone, which are described in more detail in Chapter 2 (Land Use). Historically, most homes were on lots with 9,600 square feet or more. Through the 1990s and early 2000s, several planned residential developments (PRDs) were constructed with smaller lot sizes between 4,000 and 6,000 square feet. Many of the areas annexed into the city between 2000 and 2009 contained small-lot subdivisions. While lot sizes have decreased, home sizes have increased during the same time, which has impacted housing affordability. Recent city ordinances have greatly diversified lot sizes and density allowances to support more efficient and affordable housing options, with up to four units now allowed in most residential zones via the city’s infill housing ordinance.

Following these recent code amendments and subarea planning efforts, the city has increased its supply of middle housing and multifamily housing in recent years. Between 2010 and 2022, the city added nearly 3,000 housing units (not including existing units that were annexed), including nearly 1,300 units between 2020 and 2022. As shown in Figure 3.8, over 400 new multi-family units were completed between 2020 and 2022, adding an important supply of rental housing and more affordable options than detached single-family residences. The city receives credit towards its 2044 growth target for this recent supply.

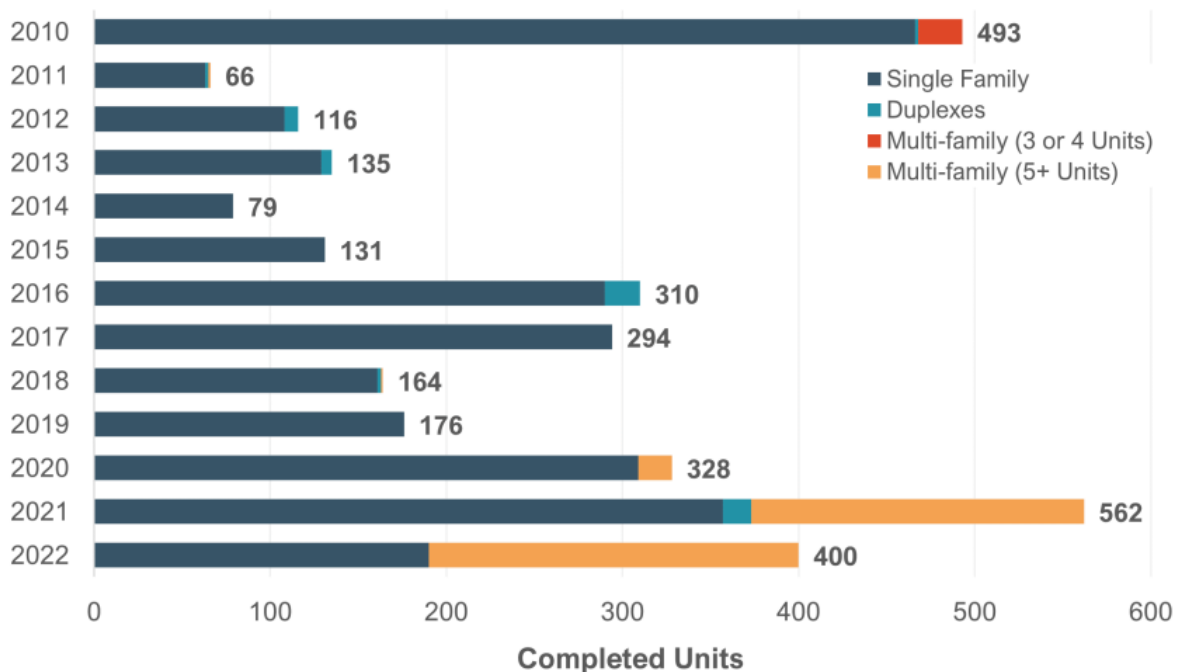


Figure 3.8 – Housing Units Completed, 2010-2022 (Source: OFM)

Household Income, Housing Costs and Housing Equity

One of the most significant challenges confronting Lake Stevens is assessing and addressing housing affordability for its residents. Residents' quality of life is heavily influenced by their ability to find housing that meets their needs and within their financial capabilities.

"Affordable housing" is generally understood as housing that is within reach for households earning up to 80% of the Area Median Income (AMI). Such households are categorized as "low-income." Those earning up to 50% of the AMI are termed "very low-income," while those at or below 30% of the AMI are identified as "extremely low-income." These income ranges are reflected in the housing growth targets discussed earlier in this chapter, with the city expected to provide housing types that meet the needs of households at a variety of incomes.

In Lake Stevens, households of color tend to have a higher representation among renters and those with lower incomes. Out of all households, around 16% identify as households of color, including Hispanic/Latino households. These households are more likely to rent, with about 48% renting their homes, compared to 42% of white households. By income, 38% of households of color fall into the category of low income (earning less than 80% of the area's median income), a percentage that is notably higher than the 29% seen in white households. Housing affordability challenges are more pronounced for households of color. While 53% of all renters in Lake Stevens experience housing cost burdens, this figure jumps to 64% for renters of color, indicating a significant disparity in financial strains related to housing.

The term "housing affordability", as recognized by lenders, real estate sectors, and government agencies, is based on the concept that housing expenses should not exceed 30% of a household's gross monthly income. For homeowners, this percentage encompasses taxes, insurance, and other housing-related costs. In the context of rentals, utilities are accounted for within this 30% bracket.

Figure 3.9 illustrates the proportion of Lake Stevens households by race/ethnicity and income for the year 2019. Overall, approximately 51% of city households make 100% or more of the region's median family income (MFI), including 53% of non-Hispanic households and 44% of minority households. Approximately 29% of non-Hispanic white households make 80% or less of AMI, compared to 38% of minority households. In response, the city has developed several equity-related policies to address racial disparities in household income and housing opportunities.

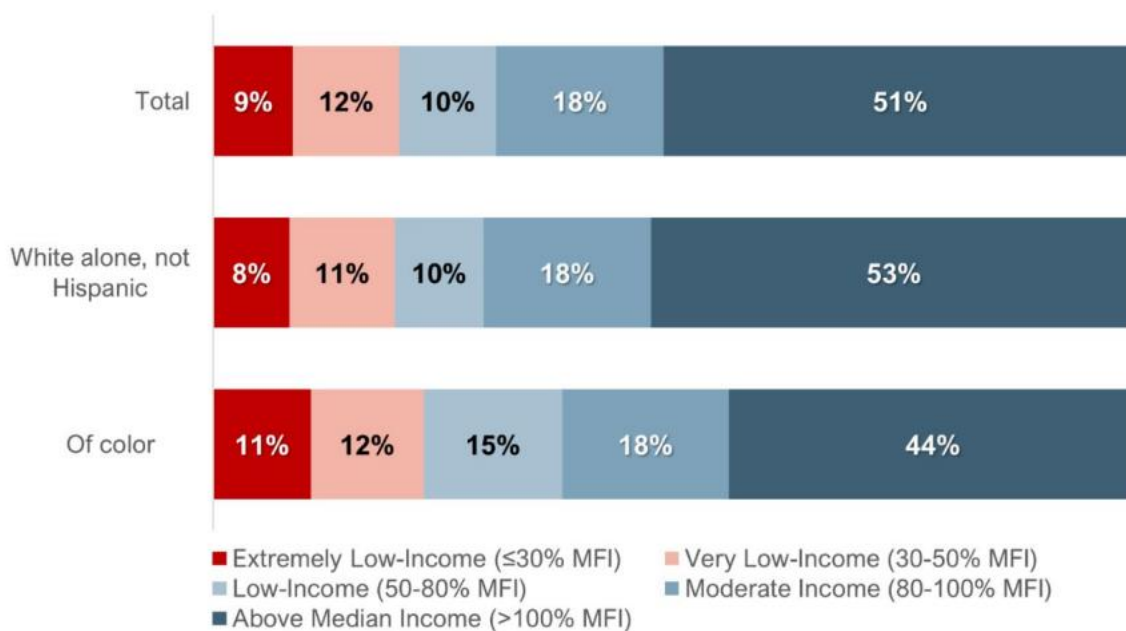


Figure 3.9 – Households by Race/Ethnicity and Income (Source: 2015-2019 CHAS)

Households spending beyond this threshold are labeled "*cost burdened*." Those allocating more than 50% of their monthly income to housing are deemed "*severely cost burdened*," which jeopardizes their ability to cover essential needs such as food, transportation, and healthcare. While Lake Stevens has a slightly higher median income than the county, significant sections of the city's population face housing as a notable financial burden. According to CHAS data, nearly 20% of the city's households have incomes below 50% of the Area Median Income (AMI), highlighting the crucial need for affordable housing options.

As shown in Figure 3.10, as of 2019 housing cost burden was a significant issue in Lake Stevens. Given the region's high housing costs, this problem is not unique to Lake Stevens and has been increasing over the past decade. However, race and ethnicity are significant factors in housing cost burden, with 64% of minority households cost-burdened or severely cost-burdened, compared to 49% of non-Hispanic white households. Approximately 16% of city residents – about one of out every six residents – are severely housing cost burdened.

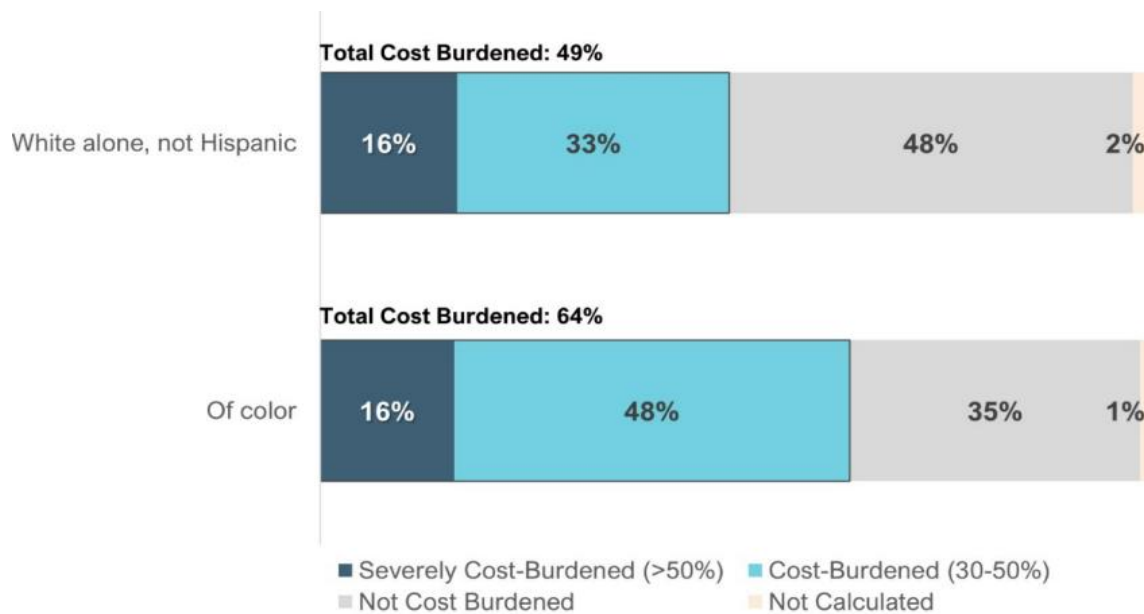


Figure 3.10 – Housing Cost Burden by Race/Ethnicity (Source: 2015-2019 CHAS)

The median home sales price in Lake Stevens in 2023 was \$755,000. To afford the median home price without being cost-burdened, a family of four would require an annual income of at least approximately \$180,000 per year based on an assumed 20% down payment and 6% interest rate, which is approximately 120% of the county AMI. Rental households are on average smaller in size than those that own their own homes. However, smaller units are more difficult to find in Lake Stevens, with only 21 percent of units being comprised of one or two-bedroom units, while 47 percent of total households in the city include two individuals or less. This indicates a need for more one and two-bedroom units in the city to support the needs of the large number of smaller households.

Future Housing Needs

The Snohomish County Council adopted a 2044 population target of 1,136,309, which translates to a need for approximately 167,000 additional housing units. As discussed at the beginning of this chapter, Lake Stevens' 2044 housing unit target is 4,915 additional units. Following code updates and zoning changes, Figure 3.2 shows that the city has adequate overall capacity to meet this growth. However, per Figures 3.1 and 3.11, over 50% of this housing need is at or below 80% AMI, needs which cannot be met by the city's current and projected supply of land for detached single family residences.

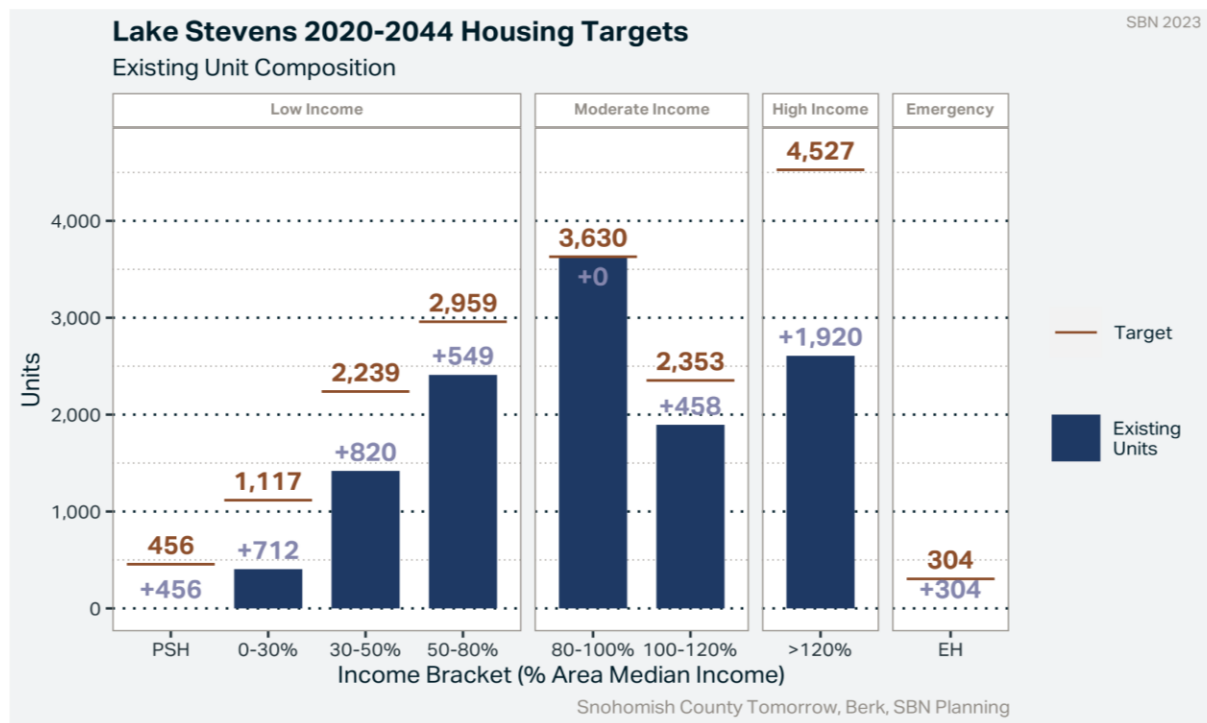


Figure 3.11 – Existing Housing and Housing Needs by Income (Source: 2021 BLR)

Land Use Map and Policy Amendments to Accommodate Future Housing Needs

The Land Use Element identifies land area for single-family, multifamily and mixed-use housing as well as transitional, emergency, and permanent supportive housing. As discussed in Chapter 2, this plan has incorporated several land use map amendments (summarized in Table 3.3) to increase the supply of land that can accommodate multifamily housing, which) is the assumed housing type for households with incomes $\leq 80\%$ AMI. Additional analysis can be found in the land capacity analysis in Appendix B.

In addition, the city has identified several strategies to meet its housing targets across all income ranges and housing types and address preferences for different types of housing. Increased housing choices will help ensure the city's housing supply meets the needs of a diverse population. By allowing additional mixed-use neighborhoods and adopting policies and implementing code language that permit duplexes, triplexes, fourplexes, townhomes, and other middle housing throughout the city, Lake Stevens has taken strides to allow a wider variety of housing. In addition, the city has embraced small lot development as a standard for subdivisions. As new and innovative housing patterns emerge to provide

increased housing affordability, the city will evaluate how these are compatible with existing neighborhoods.

Racially Disparate Impacts and Risk of Displacement

As amended, the GMA requires cities to analyze zoning, policies and other conditions that have resulted in racially disparate impacts – that is, historic decisions that have resulted in decreased housing opportunities for minorities, manifested in things such as lower home ownership rates and higher housing cost burden, which are discussed above.

Given the lack of vacant land, the city will need to rely primarily on infill development and redevelopment to meet its housing growth targets. However, this also increases the risk of displacement of existing residents, including lower income and minority residents. The goals and policies in this chapter also address mitigating the displacement of existing residents that could result from new development.

The city utilized PSRC’s Displacement Risk tool to identify areas where residents may be at greater risk of displacement, based on factors including socio-demographics, transportation qualities, neighborhood characteristics, housing, and civic engagement. As shown in Figure 3.12, the entirety of Lake Stevens falls within the “Lower” displacement risk category. This category is comprised of census tracts with displacement risk scores in the bottom 50% of the score range, indicating a lower risk of displacement in the city than in the four-county region, which shows 32% of the region’s population in census tracts at moderate risk of displacement, and 13% of the region’s population in census tracts at higher risk of displacement

The city’s 2023 Housing Action Plan noted that the city’s historic reliance on detached single-family housing may have contributed to racially disparate impacts given the differences in income levels (Figure 3.9) and housing cost burden (Figure 3.10) based on race and ethnicity. Given that most of the city has been annexed since 2006, the city has not documented historic zoning, disinvestment, or infrastructure availability policies and regulations that resulted in racially disparate impacts. However, this plan includes several new goals and policies that aim to specifically address and remedy potentially disparate impacts.

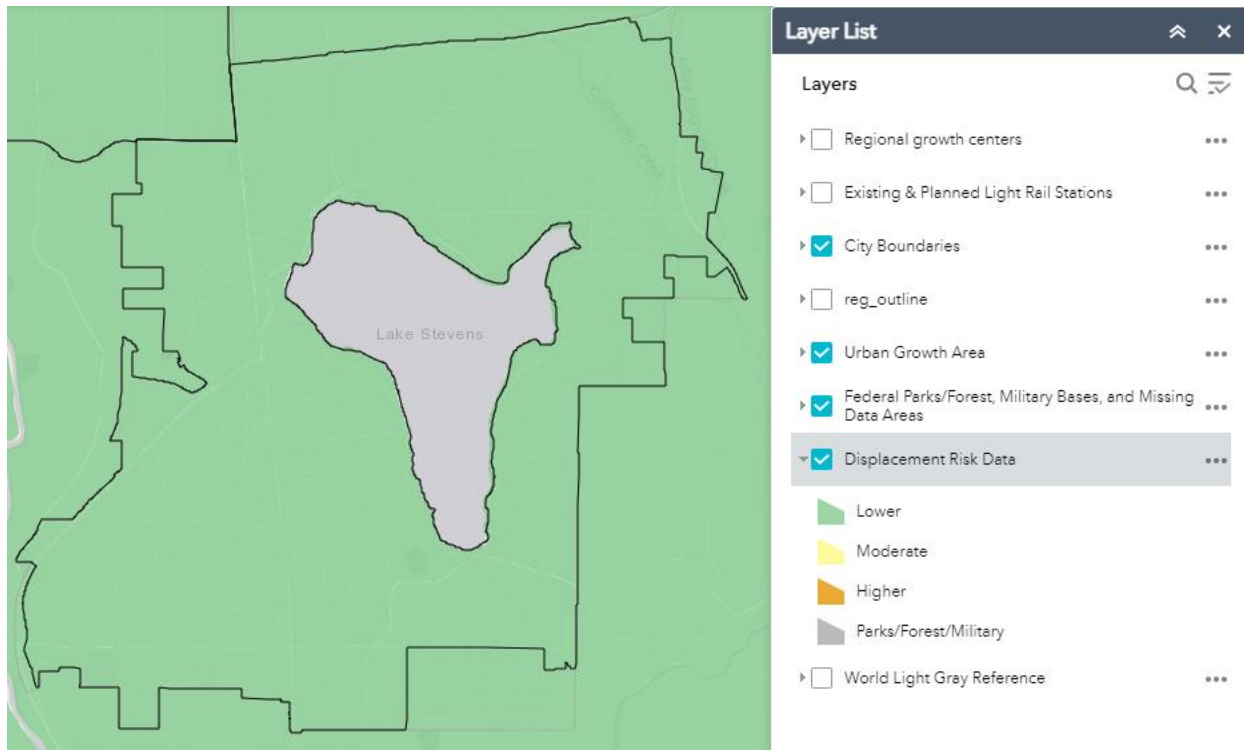


Figure 3.12 – Displacement Risk in Lake Stevens (PSRC Displacement Risk Tool)

While the identified displacement risk in Lake Stevens is low, this housing element includes several proposed policies that aim to address and reduce potential disparities to provide more equitable housing opportunities for the entire community. The city has updated its development code to expand middle housing opportunities in historically single-family zoning districts, to increase affordability and homeownership and rental opportunities for all residents.

Permitting and Supporting Permanent Supportive Housing and Emergency Housing

Under the GMA, cities are required to provide policy language that:

- Allows emergency housing and emergency shelters in all zones that allow hotels (Commercial District, Central Business District, and Local Business) and eliminates impact fees for emergency housing. Per its growth targets, the city is required to demonstrate it has the capacity (beds) for 304 people requiring emergency housing, which it does within its existing commercial zones. The updated goals and policies in this section provide new language supporting this requirement.

- Allows permanent supportive housing and transitional housing in all zones that allow hotels and/or residential uses. As discussed in Chapter 2, the city has determined that it has adequate capacity within its existing commercial districts (which allow hotels) to accommodate the allocated 456 units of PSH, and new policy language has been added to this chapter supporting this requirement.

STRATEGIES TO ACHIEVE HOUSING AFFORDABILITY

Lake Stevens has a vested interest in improving housing affordability for all its residents. Housing affordability is a function of land availability, density of development, local household income, and quality of housing. This is in line with the city's desire to be a sustainable community. With the residential design guidelines, careful site planning, open space, and environmental review standards, these types of developments can successfully be integrated into the Lake Stevens community. The following section includes a description of specific land use strategies that support a sustainable and affordable community for all residents.

The following section includes many land use strategies that implement housing affordability goals and policies and is largely based on the 2023 HAP. For example:

- The city has adopted a variety of zones, including high-density residential and mixed-use, to increase development efficiency;
- The city allows innovative housing options, such as small lot single family and middle housing, in most of its residential zones, and complies with HB 1110 and 1337 (2023);
- The city has adopted cluster subdivision and planned residential subdivision regulations;
- The city permits up to two accessory dwelling units per residential lot;
- The city has created density bonus provisions within its subareas; and
- Current city regulations support mixed-use development and home occupations.

As the city updates its procedural and development regulations, it will look for implementation opportunities to develop codes that support increased access to affordable housing. More innovative strategies that incentivize affordable development, such as reduced parking minimums, may also be explored in areas with access to essential services and amenities. Providing opportunities and resources for alternative development and

ownership models, such as co-op housing and alternative, community land trusts, and bespoke financing, may greatly increase all residents' equity generation opportunities. The city will also continue to be an active participant with the Alliance for Affordable Housing, Housing Authority, and Snohomish County on housing topics.

Land Use Strategies

- **Increasing Housing Capacity:** Increasing opportunities for development in targeted areas throughout the city not only facilitates the development of additional housing but also broadens the scope for establishing diverse residential, commercial, and mixed-use spaces within the target area, contributing to a more vibrant community.

Reducing per-unit land costs can be directly approached by decreasing minimum lot sizes, increasing height limits, and enabling higher-density utilization. The city must evaluate aspects such as compatibility with existing residences, potential expansion of utilities, and adherence to long-range population forecasts, ensuring infrastructural and service provision capacity aligns with future urban demands.

- **Lot Size Averaging:** Lot size averaging within new subdivisions allows varied lot sizes to facilitate minimum densities on sites encumbered by critical areas and associated buffers and setbacks.
- **Innovative Housing Options:** Innovative housing encourages diversity in housing choices ranging from large-lot single-family residences to small-lot developments or middle housing, including duplexes, triplexes, fourplexes, townhomes, and accessory dwelling units. Innovative housing options are meant to expand options for a different segment of the population, including singles, single-parent households, starter families, and seniors.
 - **Small Lot:** Small lot zoning districts such as those included in the High-Density Residential land use and alternative subdivision methods, including Planned Residential Developments and Cluster Subdivisions, allow denser housing options, with specific design review and controls to integrate these developments into existing neighborhoods.
 - **Infill Housing:** As large tracts of vacant land are developed, “urban infill” will provide most of the city’s housing supply. Infill development may include short subdivisions on large lots or the redevelopment of existing parcels without the demolition of existing structures. Infill development provisions already established in Lake Stevens allow for attached and detached single-family

housing, small multifamily complexes (e.g., triplexes and fourplexes), and accessory dwelling units to meet density and affordability goals. The city adopted code amendments in 2020 and 2024 that greatly expanded infill housing opportunities throughout the city.

- **Minimum Densities:** Jurisdictions may require that new subdivisions or multifamily developments achieve minimum densities as opposed to a maximum land use density. This approach can help discourage sprawl, reduce the unit cost of land, and improve the cost-effectiveness of capital finance plans.
- **Density Bonuses:** Providing density bonuses in exchange for the construction of affordable housing can incentivize a developer to provide such housing. Alternatively, the city could adopt policies to reduce development standards for projects that provide affordable housing, including but not limited to reduced setbacks, street standards, parking, sidewalks, and utilities. As a Tier 2 jurisdiction, HB 1110 has imposed some minimum density bonuses for middle housing, but the city may want to explore additional changes beyond the minimum to support broader housing goals.
- **Inclusionary Zoning:** Inclusionary zoning programs typically require that a percentage of lots in a new subdivision or residential units in a new apartment project be set aside for low-cost housing. Density bonuses are often provided to offset the cost of the inclusionary requirement.
- **Cluster Subdivisions:** Cluster subdivisions offer a means of keeping housing development costs down by reducing minimum lot sizes and confining development to the most suitable portion of a building site. Cluster housing may entail the use of shared driveways and parking areas, reduced but more usable yard space, and architectural "techniques" to maintain privacy and a sense of space.
- **Planned Residential Development (PRD):** The city also encourages PRDs that offer incentives to projects that integrate mixed-income housing and mixed types of housing (detached, duplex, and apartments) and encourage clustering to achieve desired densities while protecting environmentally sensitive areas. PRDs do not directly provide affordable housing but make more efficient use of land and capital facilities to keep costs lower.
- **Shared Housing:** With the steady trend of larger houses for fewer people, there is a greater opportunity for shared housing arrangements, whereby non-related persons live together and share the housing costs.

- **Cottage Housing Developments (CHD):** Cottage housing developments have been proposed to provide smaller detached housing in single-family neighborhoods.
- **Cluster Housing:** Cluster housing is an architectural/design technique used in urban settings to obtain high-density single-family units on small lots. This may include cluster housing around joint community areas.
- **Manufactured Housing:** Manufactured (mobile and modular) housing provides an established record of successfully addressing affordable housing needs. Manufactured homes may occur throughout the city in standard residential neighborhoods or in dedicated parks.
- **Mixed-Use Development:** Mixed-use developments integrate various land uses into a single development or district, such as office, commercial and residential buildings grouped together in a single building or around a single site. Mixed-use developments may offer more acceptable sites for higher-density housing than established single-family neighborhoods. Mixed-use developments situated along transportation routes can help reduce reliance on private vehicles, provide housing opportunities for persons who require public transportation, and may produce an income stream from commercial rents that help subsidize low-cost housing.
- **Home Occupation/Live Work:** Another innovative housing concept is allowing expanded home occupations or live/work arrangements, where the homeowner could maintain a business inside or separate from the home. Traditional home occupation rules require that all activity occur inside the home with strict limits on signing, appearance, etc. The newer concept would have a more mixed-use appearance where a professional office could occur on a first floor, with a residence occupying the balance of the building.

Administrative Procedures

- **Streamlined Approval Processing:** Holding costs are one of the hidden expenses in a housing development budget. They include the variety of costs involved in carrying a project through the development phase, such as insurance, office and staff, equipment, security patrols, landscape maintenance, the financing of land and construction, etc. Shorter approval periods translate into less expensive development

costs. At the state level, jurisdictions are subject to specific review and approval timelines in RCW 36.70B.080, which SB 5290 (2023) revised effective January 1, 2025. Many jurisdictions in Snohomish County are also studying or have adopted permit streamlining for affordable housing projects. It has proven successful in reducing the processing time for projects while ensuring compliance with development codes.

- **Priority Permit Processing:** Priority permit processing can reduce housing costs by minimizing the amount of time and expense involved in permit and approval processing. The more permits that receive priority attention, however, the less valuable the incentive may become if the priority waiting line is as long as the normal waiting line. Priority processing is most effective when used selectively, such as an inducement to develop a particular type of housing the market is not currently producing. If priority processing is offered as an incentive to develop low-cost housing, the city should establish a means of ensuring the housing is occupied by persons in need of low-cost housing and the housing remains affordable for an extended period.
- **Impact Mitigation Payment Deferral:** Jurisdictions can minimize the effect of impact fees on market-rate housing by deferring the collection of impact mitigation payments from the permit approval stage of development to either final project approval or occupancy. In Lake Stevens, for instance, school mitigation fees are deferred to the building permit stage rather than at the subdivision phase. Deferring the collection of impact fees can reduce the developer's finance costs.

Housing Production & Preservation Programs

- **Housing Preservation:** Existing housing often provides the best source of affordable housing. As such, preservation and enhancement of the existing stock must be a key element in a program for assuring affordable housing.
- **Public Housing Authority:** While the city has not created its own housing authority, the Housing Authority of Snohomish County, created pursuant to the enactment of the Housing Authorities Law in 1939, provides housing assistance within the city limits. The city is also a member of the Alliance for Affordable Housing.

The Housing Authority can underwrite the cost of low-income housing development by various means, including eligibility to administer HUD housing assistance programs and payment contracts, exemption from property taxes on housing

authority facilities, and authority to issue tax-exempt bonds and low interest bond anticipation notes. Under state statute bonds and other obligations of a housing authority are neither a debt of its respective city nor are cities liable for housing authority obligations.

- **Public Development Authority (PDA):** Jurisdictions interested in coordinating their initiatives in the areas of economic development, community revitalization, and low-income housing may consider creating a public development authority (PDA) to achieve these ends. Under RCW 35.21.730-757, cities or towns to “improve general living conditions in the urban areas of the state” and “to perform all manner and type of community services” may create PDAs.

PDAs may exercise many of the powers of housing authorities, such as owning and selling property, contracting for services, loaning and borrowing funds, and issuing bonds and other debt instruments. Any property owned or operated by a PDA that is used primarily for low-income housing receives the same exemption from taxation as the municipality that created it. By statute, all PDA liabilities must be satisfied exclusively from PDA assets and PDA creditors are denied any right of action against the municipality that created it.

- **Public and Nonprofit Housing Developers:** A less direct mode of involvement may be to establish cooperative agreements with public or nonprofit housing developers to ensure adequate levels of low-income or special needs housing is available in the community. In addition to the Everett and County housing authorities, there are non-profit organization and other potential partners to assist with the production of emergency housing (including homeless shelters), permanent supportive housing, and transitional housing.

The city may encourage the production of these types of housing by committing land use incentives, modified development standards, surplus land or financial resources to a housing authority or nonprofit-sponsored projects targeted for their jurisdiction.

- **Market Housing:** By far, private market housing provides the greatest number of dwelling units in Lake Stevens. Lake Stevens currently has a surplus in zoned capacity for market-rate housing serving residents at or above 100% AMI. While affordable and moderate-income housing supply should be prioritized, it is important to maintain housing options for all income brackets in the city. There is some evidence that providing opportunities for market-rate housing as residents’ incomes increase maintains vacancies at more affordable tiers.

GOALS AND POLICIES

GOAL 3.1 PROVIDE A RANGE OF HOUSING TYPES AND CHOICES TO MEET THE CURRENT AND FUTURE HOUSING NEEDS OF LAKE STEVENS RESIDENTS REGARDLESS OF INCOME LEVEL OR DEMOGRAPHIC STATUS

Policies

- 3.1.1 Plan for and zone sufficient buildable lands to meet the city’s housing growth targets at all income levels and accommodate a variety of housing types and densities throughout the city, including single-family, manufactured housing, middle housing, multifamily, mixed-use and accessory dwellings.
- 3.1.2 Consider the cumulative impact of map amendments, rezones and land use policy decisions that may reduce affordability, contribute to displacement of existing residents and impact employment or residential capacity.
- 3.1.3 Continue to allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and unit lot subdivisions to create diverse buildable lot types throughout the city.
- 3.1.4 Allow a variety of middle housing types in all residential zoning districts.
- 3.1.5 Encourage the distribution of multifamily housing including apartments, condominiums, townhomes and multiplexes throughout the city in appropriate zoning districts and in mixed-use and commercial developments.
- 3.1.6 Permit manufactured homes in all residential zoning districts in the city and encourage their preservation as a source of affordable housing.
- 3.1.7 Allow up to two accessory dwelling units per residential lot 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 TO HAVE FAIR AND EQUITABLE ACCESS TO AFFORDABLE, SAFE, AND SANITARY HOUSING

Policies

- 3.2.1 Provide opportunities for supportive, mixed income and affordable housing throughout the city. Some clustering of 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 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 affordable housing providers to 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.
- 3.2.9 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.
- 3.2.10 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.

- 3.2.11 Identify city-owned real property that is surplus to its needs and viable for affordable housing development for extremely low- to moderate-income households.
- 3.2.12 Provide reasonable accommodations from zoning and development standards to residents with disabilities.
- 3.2.13 Identify programs and strategies that aim to address historic inequities in homeownership opportunities and increase opportunities for communities of color.

GOAL 3.3 ENCOURAGE THE USE OF INNOVATIVE TECHNIQUES TO EFFICIENTLY USE LAND, PROTECT NATURAL RESOURCES AND ADAPT TO CLIMATE CHANGE

Policies

- 3.3.1 Develop innovative zoning regulations to encourage infill development, including small multiplexes, small lot single-family subdivisions, compact/cottage housing, manufactured housing, and accessory dwelling units.
- 3.3.2 Encourage planned residential developments and other development concepts that allow flexibility in lot sizes, setbacks and other development standards in exchange for community benefits such as protecting natural resources and features and providing affordable housing options.
- 3.3.3 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.
- 3.3.4 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, procedures and process improvements that provide predictability to applicants and 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, 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, expedite routine applications, meet or exceed permit review timeframes, and elimination of multiple hearings for a single project.
- 3.4.3 Periodically review 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.
- 3.4.5 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.
- 3.4.6 Ensure impact fees for new housing reflect the proportionate share necessary to build infrastructure to support growth per Chapter 82.02 RCW.

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, climate change adaption, access to trails and other active transportation, 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 and incentivize 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 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 Work with Snohomish County Housing Authority, the Alliance for Affordable Housing, 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 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.
- 3.7.6 Support housing goals that are consistent with Vision 2050 to accommodate needed housing and facilitate an equitable distribution of affordable housing.



Subject: **Housing and Land Capacity Analysis for 2024-2044 Comprehensive Plan**
(Revised January 2025)

BACKGROUND / DISCUSSION

In October 2024, the city of Lake Stevens ~~is currently undertaking a completed a~~ periodic update to its Comprehensive Plan. One of the key drivers for the periodic update ~~was~~ identifying how the city ~~would~~ meet 2044 growth targets for population, employment and housing units, including any needed land use map amendments (and corresponding rezones) to accommodate said growth.

The growth targets for Snohomish County jurisdictions are derived from the regional growth strategy identified in Puget Sound Regional Council's [Vision 2050](#), which are allocated to individual jurisdictions and unincorporated areas following a collaborative process through Snohomish County Tomorrow. The growth targets are adopted as [Appendix B](#) to Snohomish County's [Countywide Planning Policies](#). The population growth target was translated into housing units based on anticipated future household size.

Lake Stevens Growth Targets	2019/2020 Estimate	2044 Target	2020-2044 Increase
Population	38,951	48,565	9,614 people
Employment	5,675	8,894	3,219 jobs
Housing Units	13,473	18,388	4,915 housing units

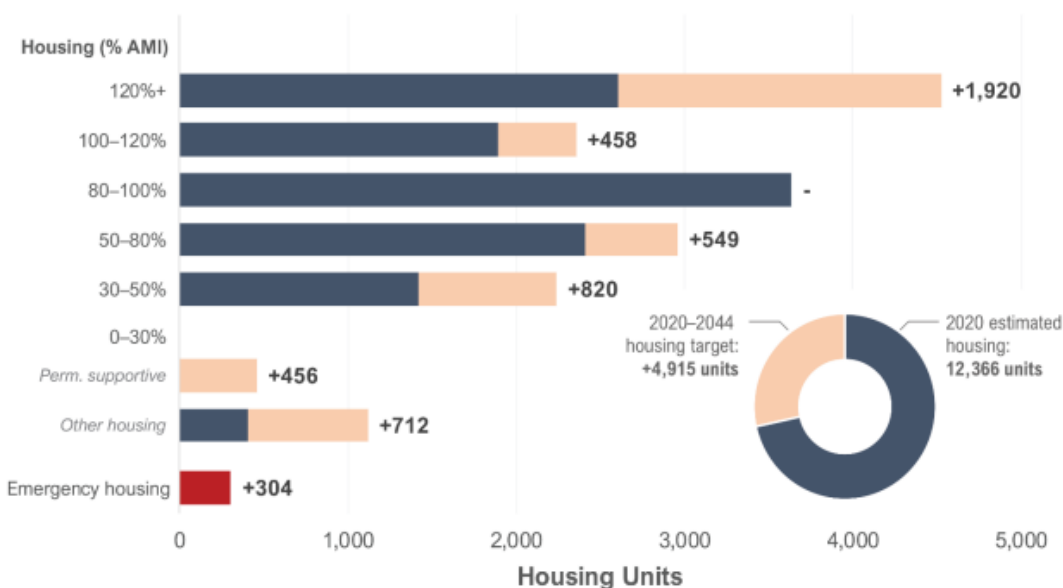
Overall, the city must plan for an additional 4,915 housing units and 3,219 jobs between 2020 and 2044. Growth since 2020 is credited towards the city's targets. To gauge the city's ability to meet these growth targets, staff compared the targets to the city's existing zoned capacity for residential and employment, which was calculated as part of Snohomish County's [2021 Buildable Lands Report](#) (BLR). The assumptions in the BLR and the city's progress in meeting its housing growth targets were assessed in the 2023 [Housing Action Plan](#) and have been further revised, as discussed below.

There are several important caveats when evaluating the city's zoned capacity (as assessed in the BLR) against its 2044 growth targets:

- [HB 1220](#) amended the Growth Management Act (GMA) to require cities to plan for housing needs at all income levels and corresponding housing unit types. The city must demonstrate that it has adequate zoned capacity to accommodate its allocated housing needs.
- Per [Department of Commerce guidance](#), at a minimum the land capacity analysis must:

- Present a table of allocated housing needs by income level and permanent supportive housing and emergency housing needs.
- Relate each type of housing need to zones that can reasonably accommodate those needs.
- Show that there is enough capacity to meet each type of housing need.
- If there is insufficient capacity for any type of housing need, the city must identify and implement zoning changes that provide enough capacity prior to plan adoption.
- As illustrated in Exhibit 23 of the city's 2023 Housing Action Plan (HAP), Lake Stevens was allocated 4,915 housing units, with approximately half above 100% of area median income (AMI), and the other half below 80% AMI, including 456 permanent supportive housing (PSH) units. The city was also allocated 304 beds of emergency housing.

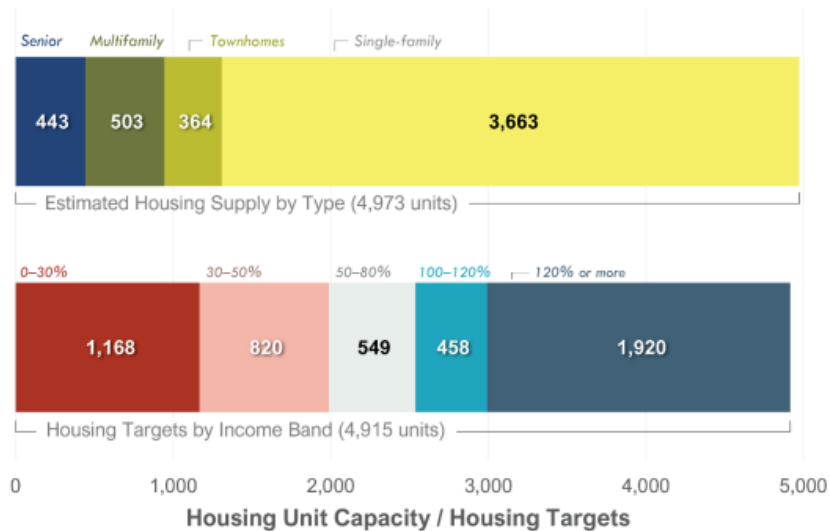
Exhibit 23. Revised 2020–2044 Lake Stevens Housing Targets, HO-5.



Source: Snohomish County Tomorrow, 2023.

- Exhibit 24 of the 2023 HAP showed that the city had adequate overall capacity (4,973 units) within its residential zoning districts, but that approximately 75% of this capacity (3,663 units) was for single-family (assumed to be detached single-family residences).
- In March 2024, the city amended its development code to comply with HB 1110, and now allows duplexes on all lots that permit a detached single-family residence. [LSMC 14.46](#), Part III (Infill Development and Middle Housing) also allows for the production of other middle housing types (triplexes, fourplexes, courtyard apartments) within the city's historically single-family residential zones (R4, R6, and R8-12) on slightly larger lot sizes (150% of minimum lot size for a triplex and 175% for a fourplex).

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



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

- Recent years have seen an increase in development of duplexes, triplexes, townhomes and other middle housing types within the R4, R6, and R8-12 zoning districts, as the market has begun catering to more diverse housing needs and aims to best utilize infill development opportunities due to the lack of vacant land in the city.
 - As such, the city has allocated 20% of its projected supply of 3,663 SFR units included in the 2023 HAP as being likely to develop as duplexes or other middle housing, which matches the 20% density bonus included in LSMC 14.46.
 - This results in an estimated supply of 2,930 detached single-family residences (3,663 units x 0.8) and 1,465 middle housing units (3,663 units x 0.2 x 2 units/lot) within the city's WR, R4, R6, and R8-12 zoning districts. When added to the estimated supply of 364 townhomes calculated in the 2023 HAP analysis, the city estimates it has a current capacity of 1,829 middle housing units associated with the 100-120% AMI income band.
- This results in a large projected surplus at the 100-120% AMI range (as shown in Table 2), even when accounting for the potential development of PSH in these zones (see additional discussion below).
- City staff also reassessed the assumptions in the 2021 BLR for residential development (including emergency housing) within the city's commercial and mixed-use zones, which allow for multifamily residential development but were not included in the BLR population capacity estimates that were later translated to housing units.
- Table 1 shows the city's calculated residential capacity for multifamily residential units within commercial and mixed-use zones, which results in additional capacity for 834 MFR units. As discussed in Chapter 2 (Land Use), the city is proposing to eliminate the PBD zone as part of the 2024 Comprehensive Plan, with most previous

PBD areas now ~~proposed as zoned~~ MFR. However, the PBD zone has negligible MFR capacity (~6 units).

- Factoring in the 503 units of MFR housing and 443 units of senior housing (assumed to be provided as MFR units) calculated in the 2023 HAP, the city estimates it has the capacity for 1,780 MFR units (503+434+834).
- ~~Per RCW 36.70A.070(2)(d) (as amended by HB 1220) requires jurisdictions to include in their housing element “adequate provisions for existing and projected needs of all economic segments of the community”, including emergency housing.~~ Emergency housing must also be allowed in any district that allows hotels, while permanent supportive housing (PSH) must be permitted in any district that allows hotels or allows for residential development.
- ~~Per LSMC Table 14.40-II, The city currently has multiple commercial and mixed-use zoning districts that allow for hotels, and the draft Housing Element (Chapter 3) includes a policy (3.2.4) to allowing emergency housing anywhere hotels are permitted.~~
- ~~When the city first completed this analysis, it did so under August 2023 guidance from the Department of Commerce, which had interpreted the GMA as amended by HB 1220 to. Given this, the LCA does not require a quantitative analysis of emergency housing capacity so long as the jurisdiction allows emergency housing wherever hotels are a permitted use.~~
- ~~However, in reviewing the city’s plan as adopted by Ordinance 1188 in October 2024, Commerce staff pointed to updated guidance issued in September 2024 (after the city’s draft plan was issued) that requires a quantitative analysis of emergency housing capacity in all situations, which required the city to update this analysis.~~
- ~~In addition, Commerce staff requested that the plan include additional discussion of adequate provisions and the completion of the Adequate Provisions Checklist for emergency housing, PSH, and extremely and very low-income housing units. This is because, as shown in Exhibit 23 of the city’s 2023 Housing Action Plan, historically the city has not seen the production of permanent supportive housing, emergency housing, or extremely low and very low-income (0-50% AMI) housing at rates needed to meet its 2044 growth targets. These checklists are included as Tables 5 and 6 at the end of this analysis.~~
- ~~For the emergency housing analysis, the city has opted to utilize Option B (assumed density method) from the September 2024 Commerce guidance.~~
- Proposed policy 3.2.5 calls for permanent supportive housing to be permitted in all residential zones and zones that permit hotels.
- Although PSH is permitted in all residential zones, including those where the city has a documented surplus of detached single-family housing and middle housing capacity, the city estimates that it has a projected deficit of 456 units of PSH.
- Based on Commerce guidance, Table 2 identifies the housing types and zoning districts associated with each income band. The 2044 growth target for each income band is then compared to the existing zoned capacity, with the surplus (or deficit) shown in the right column.
- Units at 0-50% AMI are assumed to require subsidies, while 50-80% AMI are market rate.

Table 1 – Estimated Residential Capacity within Commercial and Mixed-Use Zones (2023)

Zone	Parcel Count	Existing Units	Gross Acres ¹	Net Acres ²	Base Capacity ³	Total Capacity ⁴	Income Band(s)
MU	13	15	5.19	2.59	38.89	23.89	0-30%, 30-50%, and 50-80%
MU Vacant	0	0	0.00	0.00	0.00	0.00	
MU Redevelopable	13	15	5.19	2.59	38.89	23.89	
MU Partially-Used	0	0	0.00	0.00	0.00	0.00	
MUN	132	140	22.41	11.20	168.04	28.04	0-30%, 30-50%, and 50-80%
MUN Vacant	0	0	0.32	0.16	2.43	2.43	
MUN Redevelopable	129	138	21.76	10.88	163.21	25.21	
MUN Partially-Used	2	2	0.32	0.16	2.40	0.40	
CBD Total	19	20	6.70	3.35	50.24	30.24	0-30%, 30-50%, and 50-80%
CBD Vacant	0	0	1.02	0.51	7.68	7.68	
CBD Redevelopable	18	20	5.67	2.84	42.56	22.56	
CBD Partially-Used	0	0	0.00	0.00	0.00	0.00	
PBD Total	13	8	1.92	0.96	14.42	6.42	0-30%, 30-50%, and 50-80%
PBD Vacant	0	0	0.00	0.00	0.00	0.00	
PBD Redevelopable	7	7	1.20	0.60	9.00	2.00	
PBD Partially-Used	1	1	0.00	0.00	0.00	-1.00	
CD Total	115	97	112.35	56.17	842.59	745.59	0-30%, 30-50%, and 50-80%
CD Vacant	0	0	20.53	10.26	153.96	153.96	
CD Redevelopable	87	81	82.08	41.04	615.60	534.60	
CD Partially-Used	17	16	9.74	4.87	73.03	57.03	
Mixed-Use / Commercial	292	280	148.555	74.28	1,114.16	834.16	

1. Area minus critical areas.
2. Gross area minus reduction factor for parking, roads and utilities (25% used for residential uses and 50% used for MFR, mixed-use and commercial).
3. Base capacity multiplies the net acres by the zoning capacity, measured in units per acre.
4. The total capacity is a total of the revised base including middle housing.

Table 2 – Housing Types by Income Band with Projected Surplus or Deficit

Income Band(s) (% AMI)	Housing Types Serving Range	Associated Zoning Districts	2044 Growth Target	Current (2023) Capacity	Surplus or (Deficit)
0-30% (non-PSH) 30-50% 50-80%	Apartments, Condos	MFR, CD, MU, MUN, CBD, PBD (PBD to be eliminated)	2,081	1,780	(301)
0-30% (PSH)	PSH	MFR, CD, MU, MUN, CBD, PBD (PBD to be eliminated)	456	0	(456)
100-120%	Duplexes, triplexes, fourplexes, townhomes, cottage housing, ADUs	R4, R6, R8-12	458	1,829	1,371
120% and above	Detached single family residences	WR, R4, R6, R8-12	1,920	2,930	1,010

- Table 2 estimates that the city has adequate capacity to meet its 2044 housing growth targets, except for a projected 301-unit deficit of multifamily housing units affordable at lower income ranges (0-80% AMI) and 456 units of PSH, for a total of 757 units.
- Given this projected deficit, the city is proposing several land use and zoning map amendments to increase its capacity for MFR development at different income brackets and for supportive housing, as shown in Figures 2.4 (Future Land Use Map) and 2.5 (Zoning Map).
- Table 3 includes an analysis of increased MFR development capacity resulting from proposed land use and zoning map amendments from traditionally single-family residential zones (R4 and R8-12) to zoning districts associated with potential MFR development (MFR, CBD and CD)
- Table 3 does not factor in proposed land use and zoning map amendments from PBD to MFR, MUN to MFR, or MU to CBD, which have similar densities and are proposed as housekeeping amendments intended to simplify the city's zoning hierarchy.
- The assumed densities in Table 3 are higher (approximately double) than those in Table 1 due to the lack of existing development on the parcels proposed to be rezoned.
- Overall, Table 3 shows that the proposed rezones have the potential to increase MFR (including that required for PSH) by 774 units while reducing SFR capacity by 217 units.
- These amendments would provide the city with the necessary zoned capacity to address its projected deficit of 757 units at the 0-30%, 30-50%, and 50-80% AMI income bands (including PSH), as required by the GMA.

Table 3 – Proposed Zoning Map Amendments to Meet Lower Income Band Growth Targets

Current Zoning	Proposed Zoning	Net Acres	Assumed Density	Projected Increase in MFR Units	Projected Reduction in SFR Units
R4	MFR	15.1	20 un/acre	302	(60)
R8-12	MFR	12.8	20 un/acre	256	(102)
R8-12	CD	5.8	30 un/acre	174	(47)
R4	CBD	0.3	30 un/acre	9	(1)
R6	CBD	1.1	30 un/acre	33	(7)
Total				774	(217)

- As it relates to emergency housing, the city intends to allow (or already allows) emergency housing in all zones that allow hotels as a permitted use. These include:
 - Local Business (LB)
 - Business District (BD)
 - Central Business District (CBD)
 - Commercial District (CD)
 - Public/Semi-Public (P/SP) (currently requires an administrative conditional use permit)
- Most of these zones (other than P/SP) are focused within the city's three adopted subareas, which provide access to transit, retail and commercial uses, and services that would be beneficial when siting emergency housing.
- Given the current absence of existing hotels in Lake Stevens, the city is likely to need to rely on either the conversion of existing commercial and mixed-use buildings or the development of new structures (including microhomes or tiny home villages) to meet its emergency housing needs within these zones. Please note Lake Stevens has almost zero vacancy rates in existing commercial buildings.
- Utilizing the density prototypes included on pages 48-49 of the September 2024 Commerce guidance and from other cities in the region, the city would anticipate a mix of the emergency housing development concepts shown in Table 4.

Table 4 - Lake Stevens Emergency Housing Development Concepts

<u>Name</u>	<u>Location</u>	<u>Zoning</u>	<u>Beds</u>	<u>Acres</u>	<u>Density (beds/acre)</u>
<u>North King County Enhanced Shelter</u>	<u>Shoreline</u>	<u>Mixed Business</u>	<u>60</u>	<u>2.66</u>	<u>23</u>
<u>Hope House</u>	<u>Spokane</u>	<u>Downtown South</u>	<u>100</u>	<u>0.45</u>	<u>200</u>
<u>Quince Street Village</u>	<u>Olympia</u>	<u>Downtown Business</u>	<u>100</u>	<u>1.41</u>	<u>71</u>

- Based on a mix of these prototypes, the city would anticipate an average density of 60 beds/acre within its commercial, mixed-use, and public/semi-public zones, which is on par with the assumptions in the Commerce guidance.
- Given the city's projected need for 304 emergency housing beds by 2044, this results in a need for approximately 5.1 acres of land for emergency housing.
- Table 1 shows approximately 74.3 acres of land available for residential development within these commercial and mixed-use zones, not accounting for potential development of surplus public/semi-public (city, state, school district, etc.). At 60 beds/acre, this results in a maximum capacity of 4,458 emergency housing beds, a surplus of 4,053 beds over the city's 2044 growth target.
- When factoring in the zoning map amendments that were approved in October 2024 via Ordinance 1189, allocating 5.1 acres towards the city's 2044 emergency housing needs would still allow the city to meet its 2044 growth targets for housing and employment, as required by the GMA.
- As such, the city has adequate land capacity to meets its emergency housing needs and meet the adequate provision requirements for all housing types as mandated by the GMA. Potential barriers to the provision of emergency housing and permanents supportive housing are shown in Table 5, while potential barriers to extremely low, very low-, and low-income housing are shown in Table 6.

Table 5 – Supplementary Barrier Review Checklist for PSH and Emergency Housing

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barriers.
DEVELOPMENT REGULATIONS			
<u>Spacing requirements (for example, minimum distance from parks, schools or other emergency/PSH housing facilities)¹</u>	<u>Yes</u>	<u>The city is currently lacking regulations of PSH and permanent emergency housing, including spacing requirements.</u>	<u>Develop clear and objective development regulations, with spacing requirements that balance best practices, community needs, and state legislation, including RCW 35A.21.430.</u>
<u>Parking requirements</u>	<u>Yes</u>	<u>The city is currently lacking regulations of PSH and permanent emergency housing, including parking requirements.</u>	<u>Develop clear and objective development regulations, with parking requirements that balance best practices, community needs, and state legislation, which are slated for review in 2025.</u>
<u>On-site recreation and open space requirements</u>	<u>No</u>	<u>The city does not currently have on-site recreation and open space requirements for PSH and emergency housing and intends to utilize similar standards as those for other housing types.</u>	<u>N/A</u>
<u>Restrictions on support spaces, such as office space, within a transitional or PSH building in a residential zone</u>	<u>No</u>	<u>While the city does not currently have standards for PSH and emergency housing, these uses are expected to be located primarily within the MFR, commercial and mixed-use zones, which generally allow for a mix of uses. Development standards within</u>	<u>N/A</u>

¹ Note that RCW 35A.21.430 expressly states requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii). The restrictions on these uses must be to protect public health and safety.

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barriers.</u>
		<u>residential zones will be consistent with best practices and state law.</u>	
<u>Arbitrary limits on number of occupants (in conflict with RCW 35A.21.314)</u>	<u>No</u>	<u>City regulations are currently consistent with RCW 35A.21.314</u>	<u>N/A</u>
<u>Requirements for PSH or emergency housing that are different than the requirements imposed on housing developments generally (in conflict with RCW 36.130.020)</u>	<u>No</u>	<u>The city will be developing PSH and emergency housing regulations in 2025 and intends to comply with RCW 36.130.020 and other state legislation.</u>	<u>N/A</u>
<u>Other restrictions specific to emergency shelters, emergency housing, transitional housing and permanent supportive housing</u>	<u>NO</u>	<u>The city will be developing PSH and emergency housing regulations in 2025 and intends to comply with RCW 36.130.020 and other state legislation.</u>	<u>N/A</u>

Table 6 – Low-Rise or Mid-Rise Housing Barrier Review Checklist (0-80% AMI)

Barrier	Is this barrier likely to affect housing production? (yes or no)	Why or why not? Provide evidence.	Actions needed to address barrier.
<u>DEVELOPMENT REGULATIONS</u>			
<u>Unclear development regulations</u>	<u>No</u>	<u>LSMC 14.48 (Density and Dimensional Regulations), 14.56 (Streets and Sidewalks), 14.72 (Parking) and 14.76 (Screening and Trees) contain clear and objective development regulations for low-rise and mid-rise multifamily housing.</u>	<u>N/A</u>
<u>High minimum lot sizes</u>	<u>No</u>	<u>Per LSMC Tables 14.48-I and 14.48-II, the city's MFR, commercial and mixed-use zones (where low-rise and mid-rise MFR is permitted) do not have a minimum lot size.</u>	<u>N/A</u>
<u>Low maximum densities or low maximum FAR</u>	<u>No</u>	<u>The city does not have a maximum density or FAR in these zones.</u>	<u>N/A</u>
<u>Low maximum building heights</u>	<u>No</u>	<u>The maximum building height in the MFR, commercial and mixed-use zones is 55 feet, with a 10-foot height bonus available within the city's three subareas for projects that provide affordable housing or a parking structure.</u>	<u>N/A</u>
<u>Large setback requirements</u>	<u>No</u>	<u>Setbacks within the MFR, commercial and mixed-use zones range from 0-10 feet.</u>	<u>N/A</u>

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>High off-street parking requirements</u>	<u>Yes</u>	<u>Per LSMC 14.72-I, MFR units outside of the city's subareas are required to provide two parking spaces per unit plus one additional space for every four units (senior housing has slightly lower requirements). Parking requirements in subareas are slightly lower, with Table 14.38-III showing a minimum of 1.25 stalls per unit (0.5 units per senior housing unit). The code does allow for parking reductions when certain conditions are met.</u>	<u>Evaluate potential reductions in parking requirements, especially within the city's subareas and in close proximity to transit. The city's 2025 long-range planning work program includes proposed amendments to the city's streets and parking code.</u>
<u>High impervious coverage limits</u>	<u>No</u>	<u>The maximum impervious surface in the MFR zone is 80%, and there is no maximum within the city's mixed-use and commercial zones (projects must demonstrate compliance with the city's stormwater regulations).</u>	<u>N/A</u>
<u>Lack of alignment between building and development codes</u>	<u>No</u>	<u>The building and zoning codes are regularly monitored for consistency and are updated as needed.</u>	<u>N/A</u>
<u>Other (for example: ground floor retail requirements, open space requirements, complex design standards, tree retention regulations, historic preservation requirements)</u>	<u>Yes</u>	<u>Outside of the MFR zone, current development regulations require ground floor retail/commercial as part of multifamily housing developments.</u>	<u>As part of the city's 2025 work program, explore allowing MFR as a standalone permitted use (or as part of a horizontal mixed-use project) within the city's commercial and mixed-use zones in certain situations.</u>
<u>PROCESS OBSTACLES</u>			

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>Conditional use permit process</u>	<u>No</u>	<u>MFR housing does not require a CUP</u>	<u>N/A</u>
<u>Design review</u>	<u>No</u>	<u>The city previously eliminated its Design Review Board and all design review is administrative. The city will be updating its design review process to comply with HB 1293, including more clear and objective design review standards.</u>	<u>Update code to further comply with HB 1293 and other recent state legislation.</u>
<u>Lack of clear and accessible information about process and fees</u>	<u>No</u>	<u>The city has developed a series of handouts and checklists designed to simplify the development process, including for MFR housing. The city's fee resolution was updated in late 2024 to reflect changes required by SB 5290 and include clear and concise information.</u>	<u>No</u>
<u>Permit fees, impact fees and utility connection fees</u>	<u>No</u>	<u>The city spent considerable time updating its fees resolution to demonstrate compliance with SB 5290. Impact fees for MFR units are significantly less than those for SFR units.</u>	<u>No</u>
<u>Process times and staffing challenges</u>	<u>No</u>	<u>The city will be hiring an Assistant Planner in early 2025, with the primary role serving to review building permits and staff the planning counter and respond to questions from residents and the development community.</u>	<u>N/A</u>

<u>Barrier</u>	<u>Is this barrier likely to affect housing production? (yes or no)</u>	<u>Why or why not? Provide evidence.</u>	<u>Actions needed to address barrier.</u>
<u>SEPA process</u>	<u>No</u>	<u>The city has adopted Planned Action Ordinances for its three subareas, with two of the three still showing significant residential capacity and the city evaluating increasing the residential threshold in the third subarea. The city has also adopted higher SEPA flexible thresholds, with MFR projects up to 60 units exempt from SEPA review.</u>	<u>N/A</u>
<u>LIMITED LAND AVAILABILITY AND ENVIRONMENTAL CONSTRAINTS</u>			
<u>Lack of large parcels for infill development</u>	<u>Yes</u>	<u>The 2021 BLR shows a lack of large parcels with infill development potential in Lake Stevens.</u>	<u>The city will need to rely on more infill development of smaller lots. As part of its housing implementation work in 2025, it will explore potential updates to its development regulations.</u>
<u>Environmental constraints</u>	<u>Yes</u>	<u>Many of the remaining developable parcels have significant environmental constraints.</u>	<u>As part of its work on Housing Implementation Work and Critical Areas Update in 2025, the city will consider how to further balance environmental protection and housing production.</u>

CITY COUNCIL STAFF REPORT



Agenda Date: 2/25/2025

Subject: Interlocal Agreement for 131st Ave NE Sewer Extension Developer Extension Agreement

Contact Person/Department: Kim Klinkers, Aaron Halverson, Public Works

Budget Impact: The City's 2025 adopted budget includes \$1,800,000 for the 131st Avenue Infrastructure Improvements capital project. The funding sources include traffic impact fees, real estate excise tax, and stormwater capital. An additional \$700,000 was included as a placeholder for the Lake Stevens Sewer District (District) to contribute a proportionate share to the sewer infrastructure improvements. Refer to the attached City Capital Improvement Plan.

The final construction cost estimate is attached. Roadway related improvements are estimated to cost \$1,053,250 and sewer related improvements are estimated to cost \$726,500 (includes sales tax), for a total construction cost estimate of \$1,779,750. This includes a 10% contingency.

The District has this project listed in its current General Sewer/Wastewater Facility Plan. It is identified as Project E5-B within its Capital Improvement Plan and has an estimated completion year of 2025. The 2021 cost estimate listed \$234,360 for design (30%), \$651,000 for construction, and a 20% construction contingency of \$130,200, for a total project cost of \$1,020,000. Refer to the attachment for several related pages from the District's General Sewer/Wastewater Facility Plan.

Per the proposed Interlocal Agreement, "in consideration of the City's construction of the E5-B Gravity Main as described in the District's 2022 General Sewer/Wastewater Facility Plan, the District shall provide the Project General Facility Charge Credits in accordance with District Code. The District shall credit the project 100% of the General Facility Charges for the 4.3 connections of this Project towards the Owner's construction of the E5-B Gravity Main. The District's

contribution to the construction of the E5-B Gravity Main shall not exceed \$58,050."

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Interlocal Agreement Regarding 131st Ave NE Sewer Extension Developer Extension Agreement with the Lake Stevens Sewer District.

SUMMARY/BACKGROUND:

The City's Public Works Director and the District's General Manager have been coordinating to develop the proposed Interlocal Agreement for the last several months. The 131st Avenue Infrastructure Improvements project has been discussed at numerous Utility Committee Meetings throughout 2023 and 2024.

As of February 2025, the District's General Manager stated that "the District fully intends to participate financially in this project." "The amount shown in the ILA only represents the full amount of connection charges contribution. As we discussed before, the District's financial contribution (actual cash to be paid out) to the project will be documented by resolution of the Board."

The City Engineer and the District's General Manager will coordinate in March to review the construction cost estimate and determine proportionate shares of the capital expenses. It is assumed that the District will cover 100% of the sewer related expenses and a proportionate share of other related construction expenses. A subsequent cost-sharing or Interlocal Agreement will be presented to Council for a budget amendment prior to advertising this project for construction. Construction is still targeted for the Summer of 2025.

APPLICABLE CITY POLICIES:

City of Lake Stevens Comprehensive Procurement Policy, Section 6

ATTACHMENTS:

1. ILA for 131st Ave NE Sewer Extension DEA
2. 131st Ave NE Improvements_Final Cost Estimate
3. 2025-2030 City Capital Improvement Plan
4. Pages from LSSD General Sewer-Wastewater Facility Plan
5. 07-27-2022 Utility Committee Meeting Minutes

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title: **INTERLOCAL AGREEMENT REGARDING
131ST AVE NE SEWER EXTENSION
DEVELOPER EXTENSION AGREEMENT**

Reference Numbers:

Grantors: CITY OF LAKE STEVENS

Grantee: LAKE STEVENS SEWER DISTRICT

Legal Description: Section 08 Township 29 Range 06 Quarter NE -
 THAT PTN OF NE1/4 SE1/4 NE1/4 LY NLY &
 ELY OF FOLG DESC STRIPS

Full legal on Page 10 of attached document.

Property Tax Account Number: 29060800103000

INTERLOCAL AGREEMENT REGARDING 131st AVE NE SEWER EXTENSION DEVELOPER EXTENSION AGREEMENT

THIS AGREEMENT is to be effective as of the _____ day of _____, 20____, by and between the City of Lake Stevens, a Washington Municipal Corporation (the "City") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

A. The Board of Sewer Commissioners of the District operates a system of sewerage for collection and treatment of sanitary sewage in a portion of the District.

B. The City owns certain property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shown generally on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"). The City desires to have the Property furnished with sewage collection and treatment service by the District.

C. The District has determined it has capacity in the District's system of sewerage for four point three (4.3) equivalent residential units in connection with City's Property.

D. The City is willing to construct a system of sanitary sewer lines at City's expense, pursuant to the terms of this Agreement, in order to connect the Property to the District's existing sewer system at a location in the vicinity of SSMH #4512.

E. The construction of an extension to the District's system of sewerage for the collection of sanitary sewage on the Property is consistent with the District's comprehensive plan.

F. As an initial step in providing sewage collection and treatment service to the Property, improvements to the District's system must be constructed and installed.

G. The improvements consist generally of furnishing and constructing ten-inch sanitary sewer lines and all appurtenances necessary to comprise a complete system ready for operation (the "Project").

H. The gravity main the City will be constructing as part of the Project is a gravity main that the District had anticipated funding as a capital project – specifically, the E5-B Gravity Main project as described in the District's 2022 General Sewer/ Wastewater Facility Plan. In consideration of the City constructing the E5-B Gravity Main at the City's expense as part of the Project, the District agrees to waive the connection fees as described in Section 11 herein.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the City to construct and install the Project, at City's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc. or other consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the City's choosing. The City shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the City a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the City during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter or other retained attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the City shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The City shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The City has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the City without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the City and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the City in the manner provided herein.

5. COMMENCEMENT OF THE PROJECT: In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the City shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code.

(b) Provide evidence acceptable to the District that City and City's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the City shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the

Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

6. COMPLETION OF THE PROJECT: Subject to any applicable federal, state or local requirements, the City shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The City's conveyance of the Project sewer lines to the District shall be completed before the City sells or contracts to sell the Property or any portion thereof. The City shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the City shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer lines being conveyed, including surface restoration. The release of the bond or bonds shall be conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection “f” above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of “as-built” record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

7. **DISTRICT AUTHORITY:** The City shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations.

8. **INDEMNIFICATION:** The City shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the City, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the City shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the City shall pay the same.

9. **CONTRACTUAL RELATIONSHIPS:** This Agreement does not constitute the City as the agent or legal representative of the District for any purpose whatsoever. The City is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.

10. **ULID FORMATION:** If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special

assessments against any of the Property for the cost of those sewer lines and facilities and to the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

11. CONNECTION CHARGES: Before the connection of any Project sewer lines to the District's sewer system, the City agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (4.3 connections x \$13,500.00/connection = \$ 58,050.00), together with applicable state taxes on that amount. No other property of the City in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

As described in Recital H, in consideration of the City's construction of the E5-B Gravity Main as described in the District's 2022 General Sewer/Wastewater Facility Plan, the District shall provide the Project General Facility Charge Credits in accordance with District Code. The District shall credit the project 100% of the General Facility Charges for the 4.3 connections of this Project towards the Owner's construction of the E5-B Gravity Main. The District's contribution to the construction of the E5-B Gravity Main shall not exceed \$58,050.00.

12. REIMBURSABLE: In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefitted by the project, as depicted in Exhibit "D". Therefore, the District will impose a reimbursement charge as described in Exhibit "C", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the City within 60 days of collection.

Every two years from the date of this Agreement, the City shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the City fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

13. TIME OF ESSENCE; NOTICES: Time is of the essence of this Agreement. If City is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the City, this Agreement may be terminated by the District at its option upon 10 days' written notice to the City delivered by certified mail. All

notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

The City of Lake Stevens
City Clerk
PO Box 257
Lake Stevens, WA 98258

14. TERM OF CONTRACT/DELAY IN COMPLETION: The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before May 25th, 2027. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the City's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the City's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid by the City to the District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

15. APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

16. RECORDATION: This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the City warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the City.

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:
City of Lake Stevens

By _____
Andrea Wright, President and Commissioner

By _____
Its _____

By _____
Dan Lorentzen, Secretary and Commissioner

By _____
Kevin Kosche, Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared City of Lake Stevens before me _____, to me known to be the _____ of, a Washington Municipal Corporation, that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument for and on its behalf.

SUBSCRIBED AND SWORN TO before me by _____ on this ____ day of _____, 2025.

PRINTED NAME: _____
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: _____

131st Ave NE Sewer Extension

Exhibit A: Legal Description

PARCEL ID: **29060800103000**

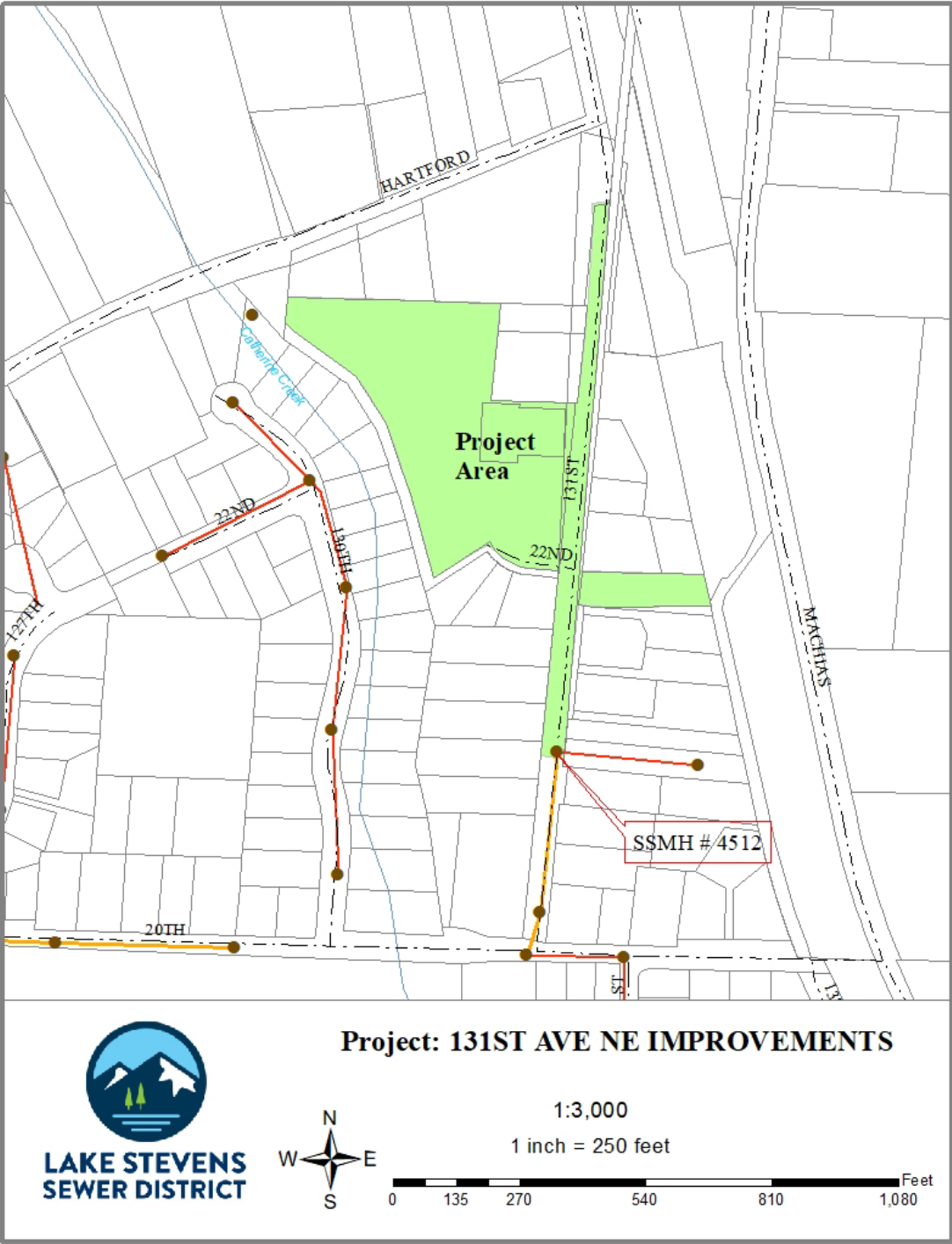
LOT 4, SHORT PLAT RECORDED ON JUNE 26, 1978 UNDER RECORDING NO. 7806260149, RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF PHASE I AND PHASE II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, RECORDS OF SNOHOMISH COUNTY AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288 AND ANY AMENDMENTS THERETO AND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 6 EAST W.M.;

EXCEPT THEREFROM ANY PORTION WITHIN UNITS A-1, A-2, B-1 AND B-2 OF PHASES I AND II OF THE HARTFORD INDUSTRIAL PARK CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGE 118, AND BEING UNDER RECORDING NO. 8307275008 AND 8505165006, AND ACCORDING TO THE DECLARATION RECORDED UNDER RECORDING NO. 8307270288, AND ANY AMENDMENTS THERETO IN THE RECORDS OF SNOHOMISH COUNTY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

131st AVE NE SEWER EXTENSION

Exhibit B: Vicinity Map



131st AVE NE SEWER EXTENSION

Exhibit C:

Gravity Main Reimbursable

When the parcels located within the Reimbursable Area as shown in Exhibit "D" enter into a developer extension agreement or otherwise contract with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the property owners of those parcels will pay a reimbursement fee for their respective parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit D will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project.

Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total project costs for the gravity main divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of 4.3 connections for this project, plus the 20 reimbursable units depicted in Exhibit D (4.3 allowed connections plus 20 reimbursable residential units = 24.3 benefited properties/units).

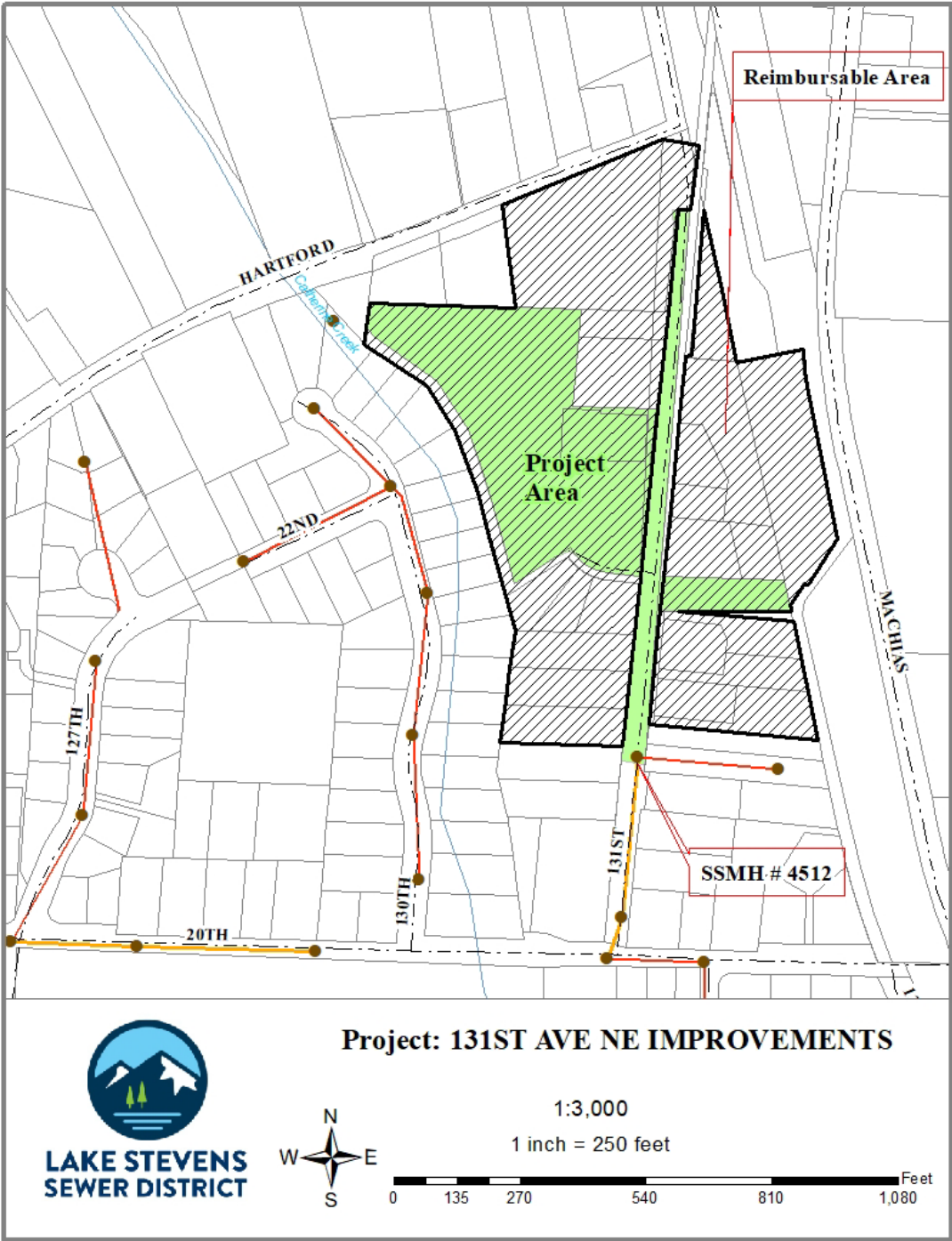
The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer = (per ERU)} = \frac{100\% \times \text{Total Project Cost}}{24.3 \text{ benefited properties/units (ERU)}}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.

The District shall credit the Developer 4.3 ERUs of the benefited properties/units described above in General Facility Charge credits, this credit shall not exceed \$58,050.00.

131st AVE NE SEWER EXTENSION
Exhibit D: Reimbursable Map





SCHEDULE A: Roadway Improvements

Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS						
A-1	1-09.7	Mobilization/Demobilization (8% Maximum)	1	LS	\$73,000.00	\$73,000.00
2	1-05.4 SP	Construction Surveying	1	LS	\$17,400.00	\$17,400.00
3	1-04.4 SP	Minor Changes	1	FA	\$20,000.00	\$20,000.00
4	1-07.15	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS	\$5,000.00	\$5,000.00
5	1-05.18 SP	Record Drawings	1	LS	\$6,500.00	\$6,500.00
6	1-07.17 SP	Potholing	1	FA	\$5,000.00	\$5,000.00
7	1-10.5 SP	Traffic Control	1	LS	\$50,000.00	\$50,000.00
DIVISION 2 - EARTHWORK						
8	2-01.5 SP	Clearing and Grubbing	0.5	ACRE	\$20,000.00	\$10,200.00
9	2-02.3(4)	Pavement Sawcutting	3,100	LF	\$7.00	\$21,700.00
10	2-02.5 SP	Removal of Structures and Obstructions	1	LS	\$50,000.00	\$50,000.00
11	2-03.5 SP	Roadway Excavation Incl. Haul	1,081	CY	\$30.00	\$32,430.00
12	2-03.5 SP	Gravel Borrow, Incl. Haul	628	CY	\$35.00	\$21,980.00
13	2-11.5 SP	Trimming and Cleanup	1	LS	\$12,000.00	\$12,000.00
DIVISION 4 - BASES						
14	4-04.5 SP	Crushed Surfacing Base Course	1,011	TN	\$40.00	\$40,440.00
DIVIOSN 5 - SURFACE TREATMENTS AND PAVEMENTS						
15	5-04.5 SP	HMA CL. 1/2" PG 64H-22	2,100	TN	\$130.00	\$273,000.00
16	5-04.5 SP	Planing Bituminous Pavement	1,235	SY	\$15.00	\$18,525.00
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS						
17	7-05.5 SP	PVC Storm Sewer Pipe, 12-in. Diam.	160	LF	\$75.00	\$12,000.00
18	7-04.5	Testing Storm Sewer Pipe	160	LF	\$3.00	\$480.00
18	7-05.5 SP	Catch Basin Type 1 W/ Solid Locking Lid	1	EA	\$1,800.00	\$1,800.00
19	7-05.5 SP	Catch Basin Type 1 W/ Vaned Grate	1	EA	\$1,800.00	\$1,800.00
19	7-05.5 SP	PVC Catch Basin, 24-In	11	EA	\$1,000.00	\$11,000.00
22	7-05.5 SP	Catch Basin Type 2, 48-in. Diam.	3	EA	\$4,200.00	\$12,600.00
23	7-04.5 SP	Connect to Existing Storm Pipe	1	EA	\$1,000.00	\$1,000.00
24	7-21.5 SP	Bioretention Swale	1,220	SY	\$35.00	\$42,700.00
25	7-08.5 SP	Trench Saftey Systems	1	LS	\$3,000.00	\$3,000.00
DIVISION 8 - MISCELLANEOUS CONSTRUCTION						
26	8-01.5 SP	Stormwater Pollution Prevention Plan	1	LS	\$5,000.00	\$5,000.00
27	8-01.5 SP	Erosion/Water Pollution Control	1	LS	\$25,000.00	\$25,000.00
28	8-01.5 SP	Inlet Protection	1	EA	\$300.00	\$300.00
29	8-01.5 SP	Silt Fence	980	LF	\$8.00	\$7,840.00
30	8-02.5 SP	Seeding, Fertilizing, & Mulching - Erosion Control Seed Mix	0.50	ACRE	\$8,500.00	\$4,250.00
31	8-02.5 SP	Seeding, Fertilizing, & Mulching - Bioswale Seed Mix	0.25	ACRE	\$9,500.00	\$2,375.00
32	8-02.5 SP	Property Restoration	1	LS	\$10,000.00	\$10,000.00
33	8-02.5 SP	Topsoil Type A	115	CY	\$50.00	\$5,750.00
34	8-02.5 SP	Bark or Wood Chip Mulch	15	CY	\$35.00	\$525.00
35	8-02.5 SP	Fine Compost	37	CY	\$45.00	\$1,665.00
36	9-03.11(4)	Stream Bed Cobbles	30	CY	\$60.00	\$1,800.00
37	8-02.5 SP	PSIPE Shrubs 1 Gal.	473	EA	\$24.00	\$11,352.00
38	8-02.5 SP	PSIPE Ground Covers 4-inch Pot	330	EA	\$12.00	\$3,960.00
39	8-02.5 SP	PSIPE Emergents 10-inch Plug	705	EA	\$4.00	\$2,820.00
39	8-04.5	Cement Concrete Traffic Curb and Gutter	1,822	LF	\$20.00	\$36,440.00
41	8-06.5	Cement Concrete Driveway Entrance Type 3	520	SY	\$85.00	\$44,200.00
42	8-06.5	Cement Concrete Driveway Entrance Type 1	83	SY	\$85.00	\$7,055.00
43	8-13.5 SP	Monument Case, Cover, and Pipe	1	EA	\$500.00	\$500.00
44	8-14.5 SP	Cement Concrete Sidewalk	0	SY	\$52.00	\$0.00
45	8-14.5 SP	Cement Concrete Curb Ramp, Combination	1	EA	\$5,000.00	\$5,000.00
46	8-14.5 SP	Cement Concrete Curb Ramp, Perpendicular Type B	1	EA	\$5,000.00	\$5,000.00
47	8-18.5 SP	Mailbox Support, Type 1	20	EA	\$600.00	\$12,000.00
48	8-21.3(5)	Permanent Signing	1	LS	\$5,000.00	\$5,000.00
49	8-22.3(3)	Plastic Line	3,520	LF	\$3.00	\$10,560.00
50	8-22.3(3)	Plastic Crosswalk Line	650	SF	\$8.00	\$5,200.00
51	8-22.3(3)	Plastic Stop Line	22	LF	\$16.00	\$352.00
SCH A SUBTOTAL						\$957,499.00
Sales Tax 9.3%						\$89,047.41
SCH A TOTAL w/ TAX						\$1,046,546.41

SCHEDULE B: Sewer Improvements

Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS						
B-1		Mobilization for Sanitary Sewer Improvements (8% Maximum)	1	LS	\$47,000.00	\$47,000.00
B-2		Sewer Alignment Surveying	1	LS	\$6,000.00	\$6,000.00
B-3		Record Drawings for Sewer Improvements	1	LS	\$1,000.00	\$1,000.00
B-4		Potholing for sewer	1	FA	\$5,000.00	\$5,000.00
B-5		Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00
B-6		Shoring & Trench Safety (Minimum \$1/LF)	1	LS	\$12,000.00	\$12,000.00
B-7		10-in PVC Pipe (SDR 35)	1,110	LF	\$150.00	\$166,500.00
B-8		8-in PVC Pipe (SDR 35)	72	LF	\$200.00	\$14,400.00
B-9		6-in PVC Stub (SDR 35)	365	LF	\$175.00	\$63,875.00
B-10		Sanitary Sewer Cleanout	14	EA	\$250.00	\$3,500.00
B-11		10-in x 6-in PVC Tee	14	EA	\$1,000.00	\$14,000.00
B-12		4-in HDPE Force Main stub	1	LS	\$1,000.00	\$1,000.00
B-13		48" Dia. SSMH 8 Ft. Depth.	5	EA	\$10,000.00	\$50,000.00
B-14		Extra Depth 48" Diam. Manhole	15.0	VLF	\$500.00	\$7,500.00
B-15		54" Dia. SSMH	1	EA	\$12,500.00	\$12,500.00
B-16		Connect to Existing Sewer Manhole	1	EA	\$8,000.00	\$8,000.00
B-17		5/8 inch Crushed Rock Backfill (CSTC)	3,000	TN	\$35.00	\$105,000.00
B-18		4" Asphalt Trench Patch (temporary)	200	TN	\$250.00	\$50,000.00
B-19		Restoration and Cleanup (Sewer Improvements only)	1	LS	\$2,000.00	\$2,000.00
B-20		Minor Changes	1	FA	\$25,000.00	\$25,000.00
SCH B SUBTOTAL						\$604,275.00
Sales Tax 9.3%						\$56,197.58
SCH B TOTAL w/ TAX						\$660,472.58

ROW and TCE

Bid Item No.	Spec. Section	Description	Quantity	Unit	Unit Cost	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS						
1		Temporary Construction Easement	17,096	SF	\$10.00	\$170,960.00
2	1-05.4 SP	ROW Acquisition	6,812	SF	\$7.00	\$47,684.00
ROW AND TCE SUBTOTAL						\$218,644.00

PROJECT TOTALS

SCH A SUBTOTAL					\$957,499.00
SCH B SUBTOTAL					\$604,275.00
Total Sales Tax 9.3%					\$145,244.98
Contingency/Changes to Construction 10%					\$170,701.90
ROW and TCE					\$218,644.00
PROJECT TOTAL					\$2,096,364.88

City of Lake Stevens
2025 - 2030 Capital Improvement Plan

Type	Project No.	Project Name	Total Project Cost	2025	2026	2027	2028	2029	2030	Grants		
										Amount	Source	Notes
STREETS	RD-101	Main St. Improvements (16th St NE to 20th St NE)	\$ 3,820,000	\$ 3,820,000						\$ 3,304,000	FHWA	Obligated
	FC-112	131st Avenue Infrastructure Improvements	\$ 2,500,000	\$ 2,500,000						\$ 700,000	LSSD Share	Negotiations in process
	RD-113	20th St NE and Main Street Roundabout	\$ 2,500,000	\$ 500,000	\$ 2,000,000					\$ 2,500,000	Federal Earmark	Obligate by Sept. 2026
	TBD-04	117th Ave NE Sidewalk (20th to 26th St NE)	\$ 1,500,000	\$ 300,000	\$ 1,200,000							
	TBD-05	91st Ave SE Sidewalk (20th to 12th St SE)	\$ 2,600,000	\$ 300,000	\$ 300,000	\$ 2,000,000				\$ 800,000	WSDOT SRTS	Applied / unsecured
	TBD-07	Soper Hill Sidewalk & Sewer Improvements	\$ 3,700,000	\$ 400,000	\$ 300,000	\$ 3,000,000						
		20th St SE Widening (Trestle to 83rd Ave)	\$ 14,200,000	\$ 200,000	\$ 1,500,000	\$ 1,500,000	\$ 11,000,000			\$ 2,432,000	TIB	Applied / unsecured
	RD-100	79th Ave SE Access Road	\$ 3,180,000		\$ 400,000	\$ 2,780,000						
	TBD-06	N Lakeshore Dr Sidewalk (Main St to 123rd Ave NE)	\$ 225,000			\$ 100,000	\$ 125,000					
	TBD-01	16th Street NE Multi-Use Path	\$ 3,150,000			\$ 350,000	\$ 300,000	\$ 2,500,000		\$ 2,500,000	Capital Transportation	Available 2029
	RD-102I	91st Ave NE Commercial Revitalization Phase I	\$ 3,850,000				\$ 350,000	\$ 3,500,000				
	RD-102II	91st Ave NE Commercial Revitalization Phase II	\$ 1,100,000			\$ 100,000	\$ 1,000,000					
	CP-140S	South Lake Stevens Multi-Use Path Phase II	\$ 3,650,000			\$ 400,000	\$ 250,000	\$ 3,000,000		\$ 3,000,000	Capital Transportation	Available 2029
	TBD-18	South Lake Stevens Multi-Use Path Phase III	\$ 3,500,000					\$ 500,000	\$ 3,000,000			
		Annual Citywide Road Striping and Thermoplastic	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		
	RD-202	Annual ADA & Sidewalk Improvements	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		
	RD-203	Annual Pavement Preservation Program	\$ 5,400,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000		
	RD-205	Traffic Safety & Calming Program	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000			
			\$ 56,675,000	\$ 9,220,000	\$ 6,900,000	\$ 11,430,000	\$ 14,225,000	\$ 10,700,000	\$ 4,200,000	\$ 15,236,000		
PARKS	PR-100	Frontier Heights Phase II	\$ 2,350,000	\$ 2,350,000						\$ 1,204,352	RCO	Secured thru 2025
	PR-123	Eagle Ridge Storage Building	\$ 22,850	\$ 22,850								
	PR-206	Eagle Ridge Property Acquisition	\$ 935,000	\$ 935,000								
	PR-141	North Cove Non-Motorized Dock	\$ 170,000	\$ 170,000								
	PR-103	North Cove Light Bollard Replacement	\$ 150,000	\$ 150,000								
	PR-113	Davies Beach Pier Resurfacing	\$ 100,000	\$ 100,000								
	PR-106	West Lake Park Recreation Amenities	\$ 100,000	\$ 100,000								
	PR-104	Cedarwood Property	\$ 1,649,500	\$ 499,500	\$ 1,150,000					\$ 1,123,000	State	Secured
	PR-102	Eagle Ridge Park Phase II	\$ 3,339,000	\$ 339,000		\$ 3,000,000				\$ 2,000,000	RCO	Applied / unsecured
	PR-201	N Cove Marina Feasibility & Marine Unit Relocation	\$ 4,125,000	\$ 160,000	\$ 850,000	\$ 3,115,000				\$ 40,000	Fire District	
	PR-105	Davies Beach Parking Lot	\$ 500,000		\$ 150,000	\$ 350,000						
	PR-207	North Cove Parking Lot	\$ 1,300,000		\$ 300,000	\$ 1,000,000						
	PR-117	Annual Mini Park Restorations	\$ 500,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000			
	PR-108	Lake Stevens Bayview Connector Phase 1A	\$ 800,000	\$ 800,000								
	PR-203	Lake Stevens Bayview Connector Phase 1	\$ 2,700,000	\$ 500,000		\$ 2,200,000						
	PR-204	Lake Stevens Bayview Connector Phase 2	\$ 2,800,000			\$ 500,000	\$ 2,300,000					
	PR-205	Lake Stevens Bayview Connector Phase 3	\$ 5,100,000			\$ 500,000	\$ 4,600,000					
	PR-109	Lake Stevens Bayview Connector Phase 4	\$ 1,700,000				\$ 500,000	\$ 1,200,000				
	PR-110	Centennial Woods Trail Improvements	\$ 200,000				\$ 200,000					
	PR-111	Pump Track and Climbing Walls	\$ 1,100,000				\$ 1,100,000					
	PR-126	Lundeen Park Restroom Building	\$ 950,000					\$ 150,000	\$ 800,000			
	PR-202	Davies Beach Boat Launch Repair	\$ 85,000						\$ 85,000			
	PR-112	South Lake Stevens Acquisition of Park Property	\$ 5,000,000						\$ 5,000,000			
		\$ 35,676,350	\$ 6,126,350	\$ 2,550,000	\$ 10,765,000	\$ 8,800,000	\$ 1,450,000	\$ 5,985,000	\$ 4,367,352			
FACILITIES	FC-111	PW/Parks Building Feasibility Study	\$ 30,000	\$ 30,000								
		Evergreen Office Building (siding, HVAC, fire alarm)	\$ 257,000	\$ 257,000								
	FC-107	1819 Building (HVAC, fire panel)	\$ 165,000	\$ 165,000								
		PW Shop Improvements (electrical panels, roof, cracked walls)	\$ 90,000	\$ 90,000								
		PD Station (fire alarm)	\$ 120,000	\$ 120,000								
		PD Evidence Building (fire alarm, security system panels)	\$ 120,000	\$ 120,000								
		Municipal Service Campus	\$ 4,100,000	\$ 4,100,000								
	FC-101	Museum	\$ 2,987,000	\$ 2,987,000						\$ 764,000	Capital Heritage Grant	Secured through 2025
	FC-204	Police Training Center Lighting	\$ 50,000	\$ 50,000							Energy Conservation	
		Visitor Information Center (electrical panel)	\$ 44,500	\$ 8,500		\$ 36,000						
	FC-114	Machias Sewer Infrastructure Improvements	\$ 3,235,000	\$ 135,000	\$ 300,000	\$ 300,000	\$ 2,500,000					
		Senior Center (roof, HVAC)	\$ 78,000		\$ 78,000							
	FC-115	20th St SE Water Main Extension	\$ 100,000		\$ 100,000							
	FC-104	Library (fire alarm, HVAC)	\$ 141,000			\$ 141,000						
	FC-202	Police Office Space Expansion	\$ 2,000,000						\$ 2,000,000			
			\$ 13,517,500	\$ 8,062,500	\$ 478,000	\$ 477,000	\$ 2,500,000	\$ -	\$ 2,000,000	\$ 764,000		
STORM		Downtown Regional Stormwater Facility	\$ 500,000	\$ 500,000								
	SW-104	Bridge 06 Replacement - 36th Street NE	\$ 6,631,000	\$ 1,131,000	\$ 5,500,000					\$ 911,000	PW Board Loan	Award / unsecured
	SW-111	Catherine Creek/Hartford Crossing Replacement	\$ 3,400,000	\$ 280,000	\$ 300,000	\$ 2,820,000						
	SW-108	36th St Culvert Replacement	\$ 1,765,000	\$ 265,000		\$ 1,500,000				\$ 225,000	Fish Barrier Removal	Applied / unsecured
	SW-106	Hartford Crossing - New and Channel Realignment	\$ 10,600,000	\$ 500,000	\$ 500,000	\$ 600,000	\$ 9,000,000			\$ 500,000	EPA	Fed Direct Award / unsecured
	SW-105	20th St NE Culvert Replacement/Channel Realignment	\$ 6,000,000		\$ 400,000	\$ 400,000	\$ 5,200,000					
	SW-107	18th Street NE Culvert Replacement/Realignment	\$ 5,000,000		\$ 400,000	\$ 400,000	\$ 4,200,000					
	SW-101	Weir Replacement	\$ 740,000			\$ 740,000						
		Original Outlet Channel Restoration	\$ 7,500,000			\$ 300,000		\$ 7,200,000				
	SW-103	99th Ave SE/4th St SE Culvert Feasibility	\$ 2,040,000					\$ 340,000	\$ 1,700,000			
		\$ 44,176,000	\$ 2,676,000	\$ 7,100,000	\$ 6,760,000	\$ 18,400,000	\$ 7,540,000	\$ 1,700,000	\$ 1,636,000			
			\$150,044,850	\$26,084,850	\$17,028,000	\$29,432,000	\$43,925,000	\$19,690,000	\$13,885,000	\$22,003,352		
TOTAL				2025	2026	2027	2028	2029	2030			
												10/18/2024



LAKE STEVENS
SEWER DISTRICT



LAKE STEVENS SEWER DISTRICT

General Sewer/Wastewater Facility Plan

G&O #20408.07
October 2022



Gray & Osborne, Inc.

Project D1-C: Construct 1,250 feet of 8-inch gravity main along the western property boundary of the Lake Stevens High School property to serve those areas immediately west of the high school and east of Cedar Road.

Project D1-D: Construct 3,600 feet of 8-inch gravity main along Soper Hill Road, from Lundeen Parkway to the road's northernmost terminus to serve this area.

Project D1-E: Construct 5,300 feet of 8-inch gravity main along Lakeview Drive, Willow Road and Cherry Road to serve the areas immediately adjacent to those roads.

The following projects extend sewer main to the unsewered areas in the Industrial Area, with the northeast corner of the District's service area:

Project D7-A: Construct 840 LF of 8-inch diameter gravity main to Hartford Road.

Project D7-B: Construct 3,160 LF of 8-inch-diameter gravity main from upstream end of Project D6-A to the east, across Hartford Road and then north parallel to Hartford Road across private property.

Project E5-A: Construct 400 LF of 10-inch diameter gravity main in 131st Avenue NE, north of 20th Street NE.

Project E5-B: Construct 1,400 LF of 8-inch diameter gravity main in 131st Avenue north of Project E5-A to Old Hartford Road. This project is contingent upon completion of Project E5-A.

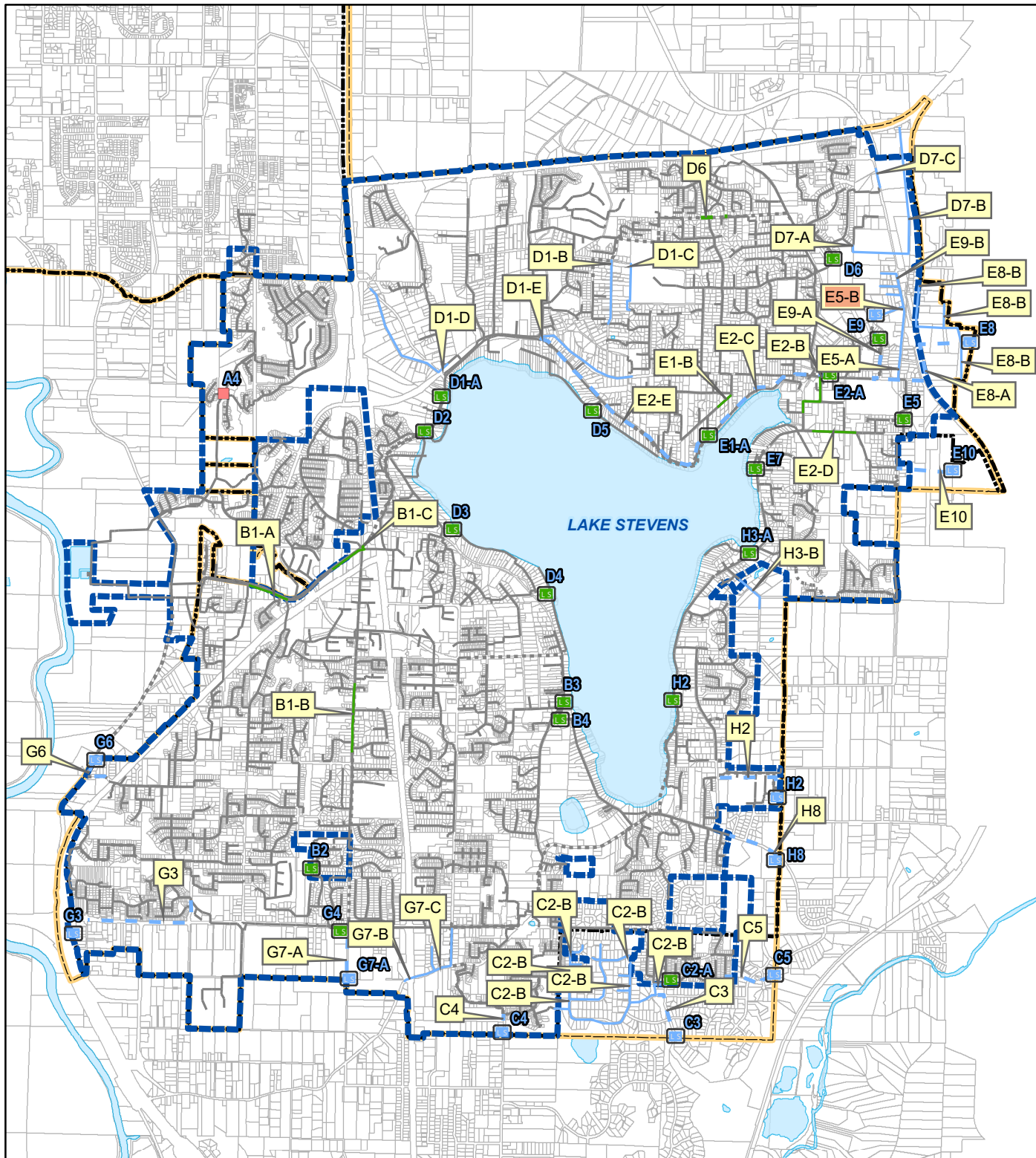
Project E8-B: Construct 4,000 LF of 8-inch-diameter gravity sewer main in North Machias Road and private properties to the east of the road. This project is contingent upon completion of Project E8-A, the lift station that will provide service to the sewer basin.

Project E9-B: Construct 2,650 LF of 8-inch-diameter gravity sewer main to provide in Hartford Drive, Old Hartford Road and in 26th, 27th and 28th Places NE. This project is contingent upon completion of Project E9-A, the lift station that will provide service to the sewer basin.

LIFT STATION REHABILITATION PROJECTS

LIFT STATION CONDITION EVALUATION

As discussed in Chapter 4 and shown in Appendix E, many of the District's lift stations require rehabilitation. Table 6-4 identifies which of the following major components that should be considered for each station that are recommended for rehabilitation within the 10-year CIP:



Legend

- Existing Dosing Station
- LS Existing Lift Station
- LS Proposed Lift Station
- Existing Forcemain
- Proposed Forcemain
- Existing Gravity
- Proposed Gravity
- Sewerline
- Forcemain
- LSSD Border
- City Boundary
- Urban Growth Boundary
- parcels

Source: City of Lake Stevens



0 1,750 3,500 7,000
Feet

LAKE STEVENS SEWER DISTRICT GENERAL SEWER/WASTEWATER FACILITY PLAN FIGURE 6-2 COLLECTION SYSTEM IMPROVEMENT PROJECTS


Gray & Osborne, Inc.
CONSULTING ENGINEERS

TABLE 9-1 – (continued)

Capital Improvement Plan

Capital Improvement Project	ID	Proposed Funding Source	Estimated Year of Completion	Estimated Total Project Cost	Estimated District Contribution	Description
Lift Station 6 Rehabilitation	D5	Capital	2024	\$793,000	\$793,000	Lift Station Rehabilitation per general condition assessment - LS 6
New LS H8 and FM	H8	75% Donated/ 25% Capital	2024	\$1,790,000	\$447,500	Construct 140 gpm LS and 1,200 LF 4" FM; Hisey Project
New Gravity Line - Industrial Area	D7-A	Capital	2024	\$520,000	\$520,000	Construct 840 LF 8" Grav in Easement Area in NE Corner of UGA
District Office Upgrades - 2 nd Floor	VBC-B	Capital	2024	\$250,000	\$250,000	Allowance for upgrade of District office including accessibility improvements and 2 nd Floor Remodel - full scope and budget to be determined
Nutrient Reduction Evaluation	WWTF	Capital	2025	\$200,000	\$200,000	Evaluate alternatives to meet 3 mg/L TIN per requirements of Nutrient Permit
131 st Avenue NE	E5-B	Capital	2025	\$1,020,000	\$1,020,000	Construct 1,400 LF 8" gravity
Lift Station 4 Rehabilitation	D3	Capital	2025	\$902,000	\$902,000	Lift Station Rehabilitation per general condition assessment - LS 4
Lift Station 3 Rehabilitation	D4	Capital	2025	\$624,000	\$624,000	Lift Station Rehabilitation per general condition assessment - LS 3
Lift Station 2 Rehabilitation	B4	Capital	2026	\$780,000	\$780,000	Lift Station Rehabilitation per general condition assessment - LS 2
New Gravity Line - Industrial Area	D7-B	Capital	2026	\$970,000	\$970,000	Construct 3,160 LF 8" gravity in Easement Area in NE Corner of UGA
LS 9 Decommissioning	H7	Capital	2026	\$180,000	\$180,000	Construct 170 LF 8" gravity
Vactor and CCTV Truck Replacement		Capital	2027	\$650,000	\$650,000	Replace existing vactor and CCTV equipment at end of useful life
New LS E8 and FM	E8-A	Capital	2027	\$2,360,000	\$2,360,000	Construct 140 gpm LS and 3,800 LF 4" FM
Basin E8 Collection System (North Machias Road)	E8-B	Capital	2027	\$2,200,000	\$2,200,000	Construct 4,000 LF 8" gravity
New LS E9 and FM	E9-A	Capital	2027	\$1,710,000	\$1,710,000	Construct 140 gpm LS and 1,700 LF 4" FM

**Lake Stevens Sewer District
2021 Comprehensive Plan
DRAFT Capital Improvement Project Summary**

Capital Improvement Project	ID	Proposed Funding Source	Estimated Year of Completion	Estimated Total Project Cost	Estimated District Contribution	Description	Status
New LS H8 & FM	H8	75% Donated / 25% Capital	2024	\$ 1,790,000	\$ 447,500	Construct 140 gpm LS & 1,200 LF 4" FM; Hisey Project	
New Gravity Line - Industrial Area	D7-A	Capital	2024	\$ 520,000	\$ 520,000	Construct 840 LF 8" Grav in Easement Area in NE Corner of UGA	
District Office Upgrades - 2nd Floor	VBC-B	Capital	2024	\$ 250,000	\$ 250,000	Allowance for upgrade of District office including accessibility improvements and 2nd Floor Remodel - full scope and budget to be determined	
Nutrient Reduction Evaluation	WWTF	Capital	2025	\$ 200,000	\$ 200,000	Evaluate alternatives to meet 3 mg/L TIN per requirements of Nutrient Permit	
131st Ave NE	E5-B	Capital	2025	\$ 1,020,000	\$ 1,020,000	Construct 1,400 LF 8" gravity	
Lift Station 4 Rehabilitation	D3	Capital	2025	\$ 902,000	\$ 902,000	Lift Station Rehabilitation per general condition assessment - LS 4	
Lift Station 3 Rehabilitation	D4	Capital	2025	\$ 624,000	\$ 624,000	Lift Station Rehabilitation per general condition assessment - LS 3	
Lift Station 2 Rehabilitation	B4	Capital	2026	\$ 780,000	\$ 780,000	Lift Station Rehabilitation per general condition assessment - LS 2	
New Gravity Line - Industrial Area	D7-B	Capital	2026	\$ 970,000	\$ 970,000	Construct 3,160 LF 8" gravity in Easement Area in NE Corner of UGA	
LS 9 Decommissioning	H7	Capital	2026	\$ 180,000	\$ 180,000	Construct 170 LF 8" gravity	
Vactor and CCTV Truck Replacement		Capital	2027	\$ 650,000	\$ 650,000	Replace existing vactor and CCTV equipment at end of useful life	
New LS E8 & FM	E8-A	Capital	2027	\$ 2,360,000	\$ 2,360,000	Construct 140 gpm LS & 3,800 LF 4" FM	
Basin E8 Collection System (N Machias Rd)	E8-B	Capital	2027	\$ 2,200,000	\$ 2,200,000	Construct 4,000 LF 8" gravity	
New LS E9 & FM	E9-A	Capital	2027	\$ 1,710,000	\$ 1,710,000	Construct 140 gpm LS & 1,700 LF 4" FM	
26th, 27th & 28th Places NE	E9-B	Capital	2027	\$ 1,590,000	\$ 1,590,000	Construct 2,650 LF 8" gravity	
New LS C4 & FM	C4	75% Donated / 25% Capital	2027	\$ 1,340,000	\$ 335,000	Construct 140 gpm LS & 900 LF 4" FM	
Lift Station 7 Rehabilitation & Upgrade	H3-A	50% Donated / 50% Capital	2027	\$ 752,000	\$ 376,000	Lift Station Rehabilitation per general condition assessment - LS 7 and Increase capacity to 310 gpm	
Years 7-10 (2028-2031)							
Comprehensive Plan Update		Capital	2028	\$ 200,000	\$ 200,000	Full 6-year update to Comprehensive Sewer Plan	In Process
Mitchell Road Main Replacement	E1-B	Capital	2028	\$ 560,000	\$ 560,000	Replace 444 LF 8" with 12" gravity	
97th Drive SE & 99th Ave SE	G7-C	Capital	2028	\$ 1,490,000	\$ 1,490,000	Construct 1,150 LS 8" gravity	
Lift Station 8 Rehabilitation	H2	Capital	2028	\$ 554,000	\$ 554,000	Lift Station Rehabilitation per general condition assessment - LS 8 and Increase capacity to 866 gpm	
LS 15 Upgrade and Rehabilitation	D1-A	Capital	2028	\$ 1,033,000	\$ 1,033,000	Increase capacity to 5,430 gpm and rehabilitate per condition assessment. 10- to 20-Year CIP	
LS 2C FM Extension	E2-E	Donated	2028	\$ 1,680,000	\$ -	Construct 4,700 LF 10" FM from LS 1C to MH 701. Replaces 50 Year Old FM.	
Hartford Road	D7-C	Capital	2029	\$ 280,000	\$ 280,000	Construct 450 LF 8" gravity	
Dosing Station Reconstruction	A4	Capital	2029	\$ 1,080,000	\$ 1,080,000	Modernize Dosing Station, Upgrade commication system and improve pipeline access	
WAS Thickener	WWTF	Capital	2030	\$ 668,800	\$ 668,800	Install WAS rotary drum thickener system in Digester Building	
UV System Addition	WWTF	Capital	2030	\$ 986,000	\$ 986,000	Install additional UV banks to existing UV channel.	

LAKE STEVENS SEWER DISTRICT
General Sewer/Wastewater Facility Plan
Capital Improvement Projects
Project E5-B
131st Ave NE
July 2021 (ENR = 13248)

NO.ITEM	QUANTITY		UNIT PRICE	AMOUNT
1 Mobilization/Demobilization	1	LS	\$ 55,000	\$ 55,000
2 Change in Site Conditions	1	EST	\$ 21,000	\$ 21,000
3 Survey	1	LS	\$ 10,000	\$ 10,000
4 Project Temporary Traffic Control	1	LS	\$ 7,000	\$ 7,000
5 Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
6 Sawcutting Existing Pavement	2,820	LF	\$ 4	\$ 11,280
7 Locate Existing Utilities for Sewer	1	LS	\$ 5,000	\$ 5,000
8 Crushed Surfacing Base Course	400	TN	\$ 35	\$ 14,000
9 HMA Cl. 1/2 IN. PG 64-22	500	TN	\$ 200	\$ 100,000
10 Manhole 48 In. Diam. Type 2	6	EA	\$ 6,000	\$ 36,000
11 Dewatering for Sewer	1	LS	\$ 10,000	\$ 10,000
12 Removal of Unsuitable Material (Trench)	140	CY	\$ 75	\$ 10,500
13 Trench Excavation Safety Systems	1	LS	\$ 10,000	\$ 10,000
14 Temporary Sewer Bypass Pumping	1	LS	\$ -	\$ -
15 Bank Run Gravel for Trench Backfill	2,450	TN	\$ 35	\$ 85,750
16 PVC Sanitary Sewer Pipe 8 In. Diam.	1,400	LF	\$ 80	\$ 112,000
17 Side Sewer	20	EA	\$ 5,000	\$ 100,000
18 Erosion/Water Pollution Control	1	LS	\$ 5,000	\$ 5,000
19 Seeding, Fertilizing and Mulching	0	SY	\$ 15	\$ -
20 Topsoil Type A	0	CY	\$ 75	\$ -
21 Cement Concrete Traffic Curb and Gutter	0	LF	\$ 50	\$ -
22 Cement Concrete Sidewalk	0	SY	\$ 80	\$ -
Subtotal				\$ 597,530
Sales Tax (9%)				\$ 53,778
Total Construction Cost (rounded)				\$ 651,000
Construction Contingency (20%)				\$ 130,200
Engineering, Permitting, Administration (30%):				\$ 234,360
Total Project Cost (rounded)				\$ 1,020,000



**LAKE STEVENS
SEWER DISTRICT**
Serving You Since 1957

**Utility Committee Meeting Minutes
July 27, 2022, 4:00 pm**

City of Lake Stevens / Lake Stevens Sewer District
By remote participation via GoTo Meeting, Lake Stevens, Washington

1. **Called to Order:** 4:01pm by Commissioner Dan Lorentzen
2. **Roll Call** (2.17): Lake Stevens Sewer District – Mariah Low, Johnathan Dix, Commissioners Dan Lorentzen and Andrea Wright; City of Lake Stevens- City Administrator Gene Brazel, Mayor Brett Gailey, Finance Director Barb Stevens, Public Works Director Aaron Halverson and Councilmember Gary Petershagen.

Absent: Commissioner Kevin Kosche, Councilmember Marcus Tageant.
3. **Public Forum** –None
4. **Project Review** (4.20)
 - a. **Public Works Facilities Update:** City Administrator Brazel shared an update on the possibility of sharing the City's public works building with the Sewer District. Director Halverson showed a satellite map of the current public works property. Discussion occurred.

MOTION. Mayor Gailey made a motion, seconded by Commissioner Lorentzen, to add Project E5-B to the District CIP. The motion passed unanimously.
 - b. **Potential Consolidation Process Update:** Commissioner Lorentzen and Councilmember Petershagen met with the bond holder to seek advice on the potential merger. Finance Director Stevens provided an update on the financial process. Discussion occurred; no action was taken.
5. **Development Review** (4.20)
 - a. No new updates to the DEA list that was presented at the last meeting. Discussion occurred; no action was taken.
6. **Approval of Minutes – June 22, 2022 –**

MOTION. Mayor Gailey made a motion, seconded by Commissioner Lorentzen, to approve the meeting minutes as presented. The motion passed unanimously.
7. **Schedule the Next Meeting** (7.2) Monthly meetings were agreed upon and will be the fourth Wednesday of each month at 4pm. Next meeting is August 24, 2022.
8. **Adjourn –**

MOTION. Mayor Brett Gailey made a motion, seconded by Commissioner Lorentzen, to adjourn the meeting. The motion passed unanimously. The meeting adjourned at 6:57 p.m.

2022 Utility Committee Chair:



Marcus Tageant, City of Lake Stevens

CITY COUNCIL STAFF REPORT



Agenda Date: 2/25/2025

Subject: LakeView Flats Development Agreement

Contact Person/Department: Christi Schmidt, Community Development

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Discussion on the proposed new site design for 1714 Main Street (previously 1800 Main Street). Staff is requesting direction from Council if they would like to proceed with a new development agreement and application for this site based on the proposed new site design.

SUMMARY/BACKGROUND:

On June 14, 2022, the City Council passed Resolution 2022-08 (**Exhibit 1**) approving the Development Agreement (**Exhibit 2**) for Lakeview Flats, LLC to construct a 17,128 square foot, three-story mixed-use building at 1800 Main Street on real property owned by the City. The project is within the Downtown Lake Stevens Subarea.

Since the adoption of the Development Agreement (agreement), the owner, Lakeview Flats, LLC has proceeded to implement the terms of the agreement and purchased the property from the city and submit land use development permits for the site. Land use permits for the construction of a 17,128-square-foot three-story building to include three tenant spaces including 1,262 square feet of outdoor dining on the first floor, with proposed restaurant uses and six residential units were approved on March 8, 2024.

Due to changes in the financial market, the owner has been unable to construct the approved building design. The applicant has told staff that the long-term economics of a two-story building at this location is shown to be the highest and best use as a community gathering space and less towards a mixed-use/residential building. The owner is asking for council consideration to reduce the building to a two-story 9,919

square-foot building with an elevator designed for a restaurant user (likely one tenant), **Exhibit 4**. The outdoor seating is proposed to be expanded to utilize the full parking allotted to the site with 1,262 square feet on the first floor and 1,621 square feet on the second floor. A draft of the conceptual building exterior is attached as **Exhibit 3**. The owner believes that this change would allow for the best use of the site while staying within the parking capacity and provide benefits to the community and a building with flexible tenant space for future users.

The owner has indicated to staff that they would like to maintain the terms of the existing development agreement (**Exhibit 2**) except for a smaller building footprint. Based on the terms of the Development Agreement page 6, Section 11, and LSMC 14.16C.055(g) which requires that "Modification of Development Agreement. Modification of an approved development agreement shall require processing as a new development agreement, except that a development agreement may provide a range of modifications that may be approved by the department without reprocessing." Hence a new Development Agreement is required.

With the support of the Council the owner is seeking approval to apply for a new Development Agreement to construct the two-story building.

Exhibit 1 – Resolution 2022-08

Exhibit 2 - Recorded Development Agreement dated June 21, 2022

Exhibit 3– Renderings for Building

Exhibit 4 – Schematic Plans

APPLICABLE CITY POLICIES:

LSMC 14.16C.055 Development Agreements

ATTACHMENTS:

1. Ex 1 - Res 2022-08 Lakeview Flats Development Agreement
2. Ex 2 - Development Agreement - recording no. 202209060259
3. Ex 3 -Lakeview Flats - 2 Story Renderings
4. Ex 4 - Lakeview Flats - Schematic Plans

CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAKE STEVENS (CITY), WASHINGTON, A MUNICIPAL CORPORATION, AND LAKEVIEW FLATS, LLC A LIMITED LIABILITY CORPORATION AND/OR ASSIGNS AND SUCCESSORS

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

WHEREAS, the City owns a commercially zoned parcel of real property generally identified as 1800 Main Street, located at the intersection of Mill Spur (18th Street NE) and Main Street ("the Project Property"), legally described in **Exhibit A** and depicted on **Exhibit B** hereto. The Project Property is entirely within the Downtown Lake Stevens Subarea.

WHEREAS, the City adopted the Downtown Lake Stevens Subarea Plan (Downtown Plan) pursuant to RCW 36.70A.080, which identifies preferred land uses, establishes development thresholds and defines the necessary capital improvements for implementation of the Downtown Plan to increase the City's employment base and to promote economic development in this area.

WHEREAS, the property has a comprehensive plan designation of Downtown / Local Commerce and a zoning designation of Central Business District; and

WHEREAS, on March 07, 2022, Lakeview Flats, LLC applied for a Development Agreement (LUA2022-0036) for the Lakeview Flats Project; and

WHEREAS, the City and Lakeview Flats, LLC will enter into a Real Estate Purchase and Sale Agreement (PSA), where the City has agreed to sell real property to Lakeview Flats, LLC; and

WHEREAS, Lakeview Flats, LLC and its successors and/or assigns, agree to all requirements, terms and conditions of the Development Agreement **Exhibit C**; and

WHEREAS, comprehensively evaluating the entire Lakeview Flats, LLC project and all associated improvements, the city's SEPA Official issued a Planned Action Certification for the Lakeview Flats, LLC Development Agreement and implementing actions including construction of the mixed-use building with commercial and residential uses, parking and related infrastructure improvements.

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

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

WHEREAS, the City Council held a public hearing on May 24, 2022 and June 14, 2022 to consider the Development Agreement.

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

Section 1. Development Agreement between the city of Lake Stevens, Washington, a Washington Municipal Corporation, and Lakeview Flats, LLC, a Washington Limited Liability Corporation and its Successors and/or Assigns, which is attached hereto and incorporated by reference as **Exhibit C**, together with the attached real estate purchase and sale agreement is hereby approved. The Mayor is authorized to sign said documents and other documents necessary for the sale of the described city property to Lakeview Flats, LLC

Section 2. SEPA. The City has met SEPA requirement pursuant to Chapter 197-11 WAC and Chapter 16.04 LSMC and Ordinance 1027.

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

Decision Criteria

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

The proposal is consistent with several goals and policies of the 2015-2035 Lake Stevens Comprehensive Plan and the Downtown Lake Stevens Subarea Plan, including but not limited to the following:

Land Use Element

Goal 2.1 *Provide sufficient land area to meet the projected needs for housing, employment and public facilities within the city of lake stevens.*

- **Policy 2.1.4** *Direct new growth to areas where infrastructure and services are available or planned to ensure growth occurs in a fiscally responsible manner to support a variety of land uses.*
- **Policy 2.1.5** *Coordinate land use decisions with capital improvement needs for public facilities including streets, sidewalks, lighting systems, traffic signals, water, storm and sanitary sewer, parks and recreational facilities, cultural facilities and schools.*

Goal 2.4 *Encourage the continued planning of local growth centers to develop a balanced and sustainable community that provides a focus for employment, public, and residential development.*

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.*

- **Policy 2.5.2** *Emphasize high-quality design, pedestrian orientation and integrated flexibility in the redevelopment of downtown Lake Stevens.*

Goal 2.14 *Design and build a healthy community to improve the quality of life for all people who live, work, learn, and play within the city.*

- **Policy 2.14.6** *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*

Economic Development Element

Goal 6.1 *Improve the city's economic conditions for a healthy, vibrant, and sustainable community with a high quality of life.*

Goal 6.2 *Manage commercial growth in centers.*

Goal 6.3 *Enhance retail and personal services growth to address the community's needs and expand the city's retail sales tax base.*

- **Policy 6.3.4** *Create destination shopping experiences where feasible, such as downtown, that take advantage of the community assets.*

Goal 6.4 *Support employment growth in the city.*

Goal 6.6 *Participate and foster public and private partnerships.*

Goal 6.7 *Provide a predictable development atmosphere.*

Capital Facilities Element

Goal 9.3 *Development shall bear its fair share of costs of providing public facilities at the adopted levels of service.*

- **Policy 9.3.2** *Appropriate funding mechanisms for developments' contribution of a fair share of other public facility improvements [such as recreation, drainage and solid waste] will be considered for implementation as the city develops them.*

Goal 9.4 *Provide needed capital improvements to maintain adopted levels of service.*

Downtown Lake Stevens Subarea Plan

Goal 1: *Dramatically upgrade the appearance, function, identity and economic value of the area*

- **Policy 1.3.2** *The city shall apply design guidelines to new construction and substantial alterations within adopted subareas to reinforce the desired identity of the area and encourage the efficient use of developable land. The application of cohesive design guidelines will promote a consistent quality of development and support the goals and policies of the subarea plan.*
- **Policy 1.5.1** *Modify or adjust streetscape standards throughout the downtown that are consistent with the Section 2. Street Hierarchy of the Downtown Lake Stevens Subarea Plan as designated for the following street types consisting of retail streets, 'front door' entry streets, downtown streets and neighborhood connectors.*

Goal 2: *Establish downtown as a vibrant mixed-use destination and central gathering space for the community*

- **Policy 2.2.1** *Encourage a concentration of street-oriented retail that will establish Main Street as a local and regional destination for shopping, dining and lakefront activities...*
- **Policy 2.2.2** *Development should front Main Street and 18th Street NE to form an active street edge that supports a pedestrian friendly public realm. Primary building access will be from the street rather than directly from internal parking areas.*

- **Policy 2.2.4** Fewer spaces or shared parking should be fostered. Where parking lots are built, parking will be required to be located behind or to the side of buildings.
- **Policy 2.3.4** On the community/ conference facility block active ground-floor retail storefronts would be required along Main Street and 18th Street NE (Extension) frontage. At the northwest corner of 18th Street NE and 125th Avenue NE active ground floor commercial or office storefronts would be required

Goal 3: Encourage a mix of uses, including retail, office, entertainment, institutional, civic, tourism and residential throughout the subarea that support the redevelopment of older properties into a more vibrant, intense and diverse center.

- **Policy 3.21** Encourage multistory story buildings within mixed-use areas, core retail areas and multifamily developments consistent with the proposed building typologies.

Goal 6: Invest in and/or plan for public and semi-public opens spaces to attract high-quality residential and employment development throughout the subarea

- **Policy 6.2.1** Encourage development to provide public or semi-public plazas, courtyards and gardens adjacent to public streets, parks or open space areas.

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

The development agreement is consistent with applicable development regulations and sets vesting standards for the project. The project will meet current development regulations or any allowed modifications.

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

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

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

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

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

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

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

Section 4. Severability. If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

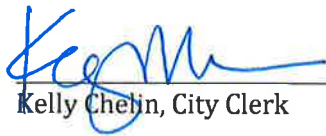
Section 5. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

Resolution 2022-08 – Lakeview Flats Development Agreement

PASSED by the City Council of the City of Lake Stevens this 14th day of June, 2022


Brett Gailey, Mayor

ATTEST/AUTHENTICATION:


Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

PASSED by the City Council of the City of Lake Stevens this 14th day of June, 2022


Brett Gailey, Mayor

ATTEST/AUTHENTICATION:


Kelly Chejin, City Clerk

APPROVED AS TO FORM:


Greg Rubstello, City Attorney

Exhibit A
Legal Description

RENAS ADD TO LAKE STEVENS BLK 000 D-00 – LOTS 31-32 EXC E 12FT THOF DEEDED TO CO
RECAF NO 962679

Tax Parcel ID No. 00553800003100

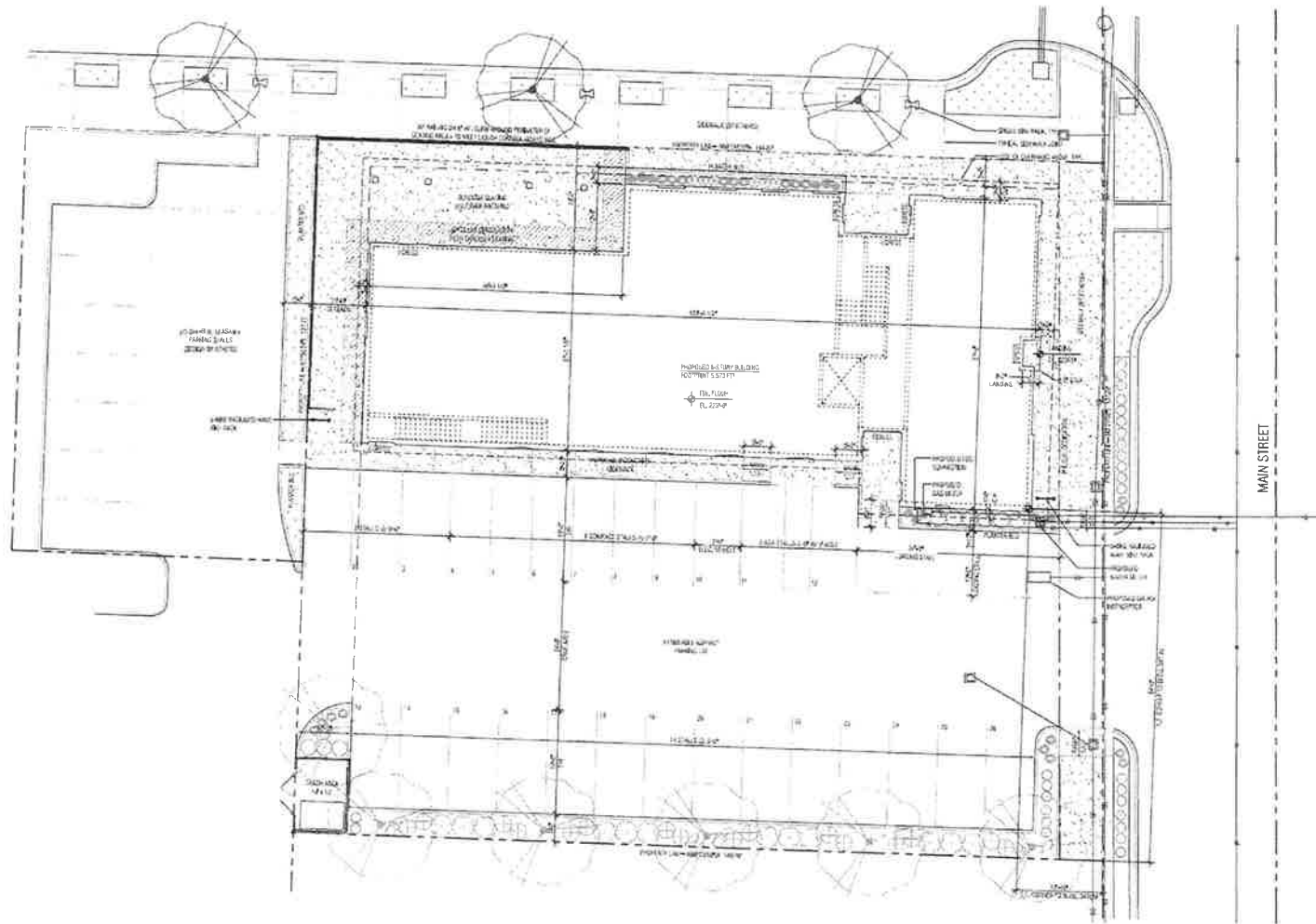
Commonly known as: 1800 Main Street, Lake Stevens, WA 98258-7712

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as
modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

Exhibit B
Conceptual Site Plan

Exhibit B (Site Plan)



ARCHITECTURE STUDIO of EVERETT
615 35TH STREET - EVERETT WA 98201
206 779-9999 - 800-458-8888
WWW.ARCHITECTURESTUDIOOFEVERETT.COM



DATE: 04/20/22
CONTRACT: 22-001

PROJECT:
MILL SPUR MIXED-USE
1500 MAIN STREET
LAKE STEVENS, WA 98258

DATE: 04/20/22
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"
PAGE: 1

DEVELOPMENT
AGREEMENT
APRIL 20, 2022

REVISION:
1. 04/20/22 2022-001-001

Exhibit C
Development Agreement

Carl D. Schremp, Attorney

Return Name

3128 Colby Avenue

Street Address

Everett, WA

City, State, ZIP



202209060259

AGREEMENT Rec: \$248.50

9/6/2022 12:02 PM 46 PG

SNOHOMISH COUNTY, WA



Snohomish County Recording

A Division of the Auditor's Office

Standard Cover Sheet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s)

- | | |
|--------------------------|----------|
| 1. Development Agreement | 3. _____ |
| 2. _____ | 4. _____ |

Reference Number(s) of Related Documents

202110295003; 20220110542

Additional reference numbers on page _____

Grantor(s)

- | | | | |
|-------------------------|------------|----------------|-------|
| 1. City of Lake Stevens | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |
| 2. _____ | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |

Additional names on page _____

Grantee(s)

- | | | | |
|------------------------|------------|----------------|-------|
| 1. Lakeview Flats, LLC | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |
| 2. _____ | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |

Additional names on page _____

Legal Description (abbreviated form: ie lot, block, plat or section, township, range)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF DEEDED TO CO RECAF NO 962679

Assessor's Property Tax Parcel/ Account Number

00553800003100

☐ Number not yet assigned

Additional numbers on page _____

DEVELOPMENT AGREEMENT WITH LAKEVIEW FLATS, LLC TO CONSTRUCT A COMMERCIAL BUILDING IN DOWNTOWN LAKE STEVENS

This Development Agreement (**Agreement**) is made this 21st day of June, 2022 ("**Effective Date**"), by and between the City of Lake Stevens, a Washington municipal corporation (the "**City**"), and Lakeview Flats, LLC, a Washington limited liability company ("**Lakeview**"). The City and Lakeview may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

I. RECITALS

- A. The City is a noncharter Optional Municipal Code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of the real property known as 1800 Main Street and specify zoning and land use regulatory controls with the jurisdictional limits of the City.
- B. The City has authority under RCW 36.70B.170 through 36.70B.210 and Lake Stevens Municipal Code ("**LSMC**") section 14.16C.055 to enter into a development agreement with a person having ownership or control of real property wherein they agree to development standards and other provisions that shall apply and govern and vest the development, use and mitigation of the real property. This Agreement is also entered into under the City's general contracting authority and the City's State Environmental Policy Act ("**SEPA**") mitigation agreement authority.
- C. The City owns a commercially zoned parcel of real property generally identified as 1800 Main Street (Parcel No. 00553800003100), located at the intersection of Mill Spur (18th Street NE) and Main Street ("the Project Property"), legally described in **Exhibit A** and depicted on **Exhibit B** (Site Plan) hereto. The Project Property is entirely within the Downtown Planning Area of the City.
- D. The City adopted the Downtown Lake Stevens Subarea Plan (Downtown Plan) pursuant to RCW 36.70A.080, which identifies preferred land uses, establishes development thresholds and defines the necessary capital improvements for implementation of the Downtown Plan to increase the City's employment base and to promote economic development in this area.
- E. Pursuant to Chapters 35.77 and 47.26 RCW the City prepared and adopted its 2022 -2027 Transportation Improvement Plan ("**TIP**"), consistent with the Capital Facilities Element of the City's Comprehensive Plan, which includes road improvements for Mill Spur and Main Street that front the Project Property.
- F. Lakeview intends to purchase the Project Property from the City pursuant to a separate purchase and sale agreement (the "**PSA**") substantially in the form attached hereto as **Exhibit C**. Upon completion of the purchase, Lakeview will own the Project Property.
- G. Lakeview intends to develop, construct and operate on the Project Property a mixed-use commercial building consistent with the Letter of Intent attached hereto as **Exhibit D**, and with parking and other infrastructure improvements ("**Lakeview Project**").

- H. The City also owns real property west of the Project Property at 1709 123rd Dr. N.E. (Parcel No. 00553800003800). The City intends to develop the parcel to serve as a public parking facility. The City has considered its availability to users and patrons of the Lakeview Project for Lakeview to meet the parking requirements of Ch. 14.72 LSMC. City shall be responsible for the parking lot design sufficient for the permitting of a parking lot on this parcel. The parking lot will be constructed at the sole cost and expense of the City. The City also agrees, with respect to the parcel, (i) to grant Lakeview as incentive for Lakeview to timely complete construction of the Lakeview Project, a construction easement on the parcel during the construction of the Project Property, for a period of up to twelve months from the date of building permit approval for the Lakeview Project (subject to 60 day notice to vacate for construction of parking lot improvements) and (ii) for fair market consideration to grant Lakeview a right of first refusal to purchase the parcel during the fifty (50) year term of the right of first refusal, if the City should decide to sell the parcel.
- I. Both the City and Lakeview find it desirable to enter into this Agreement to plan for the orderly development of the Lakeview Project and the necessary environmental mitigation and public transportation infrastructure to support the Lakeview Project.
- J. The City finds that the Lakeview Project will provide economic and community benefit to the City and its residents. The public benefits of entering into this Agreement for the Lakeview Project include increased property and sales tax revenues and the creation of employment opportunities for residents of the City in the Downtown Lake Stevens Subarea.
- K. The mutual goals that will be achieved through implementation of this Agreement include, without limitation:
- i. Facilitating development of the Lakeview Project within the Downtown Lake Stevens Subarea, which will provide needed goods, services and employment opportunities to Lake Stevens' residents;
 - ii. Maximizing the effectiveness of public and private planning and financial resources to coordinate development of the Lakeview Project and related public infrastructure;
 - iii. Providing certainty and predictability for development of the Lakeview Project; and
 - iv. Generating increased property and sales tax revenues for the City and Snohomish County.

II. AGREEMENT

1. Lakeview Project. In exchange for the promises and consideration contained in this Agreement, Lakeview shall have the vested right to construct the Lakeview Project, which will include a building that contains approximately 17,128 square feet, 26 onsite parking spaces (supplemented by the availability of 14 street public parking spaces and 7 offsite public parking spaces, as generally depicted on **Exhibit B pursuant to the current development regulations of the City**. The target date for completion of the Lakeview Project is eighteen (18) months from approval of required building permit, which permit shall be applied for and pursued by Lakeview with due diligence immediately following the execution of this Agreement. Lakeview shall not be found to have violated this Agreement if the Lakeview Project undertakes reasonable efforts in the exercise of due diligence to complete the Lakeview Project by the target date or as soon thereafter as in the exercise of due diligence is possible.

2. **Design.**
 - a. Mixed-Use with active first-floor use;
 - b. Complements vision for downtown Lake Stevens;
 - c. Contemporary Northwest Style;
 - d. Mix of materials such as wood, stone, masonry, and metal;
 - e. Distinctive rooflines;
 - f. Large, mullioned window; and
 - g. Outdoor plaza and seating areas.
3. **Parking.** Pursuant to Lake Stevens Municipal Code 14.72.020 Flexibility in Administration Required, the permit-issuing authority may permit deviations from the presumptive requirements and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the standard set forth in Section 14.72.020(a). Lakeview has provided a parking study to justify its need for use of public on-street and off-street parking allowed in LSMC 14.38.060 and further supported by LSMC 14.72.010(a), which requires that developments in the Central Business District provide sufficient parking spaces to accommodate the number of vehicles likely to be attracted to the development and the downtown Lake Stevens Subarea Plan vision to reduce parking for each development site. The City approves this request to allow parking as shown on **Exhibit B** for the Lakeview Project to satisfy parking requirements for the Lakeview Project. The City will not require Lakeview to update its parking study or any other documents, reports, or plans based on the parking shown on **Exhibit B**.
4. **Frontage Improvements.** The construction of the Lakeview Project is dependent on the City's construction of the following frontage improvements and extension and/or upgrading of affected utilities improvements (hereinafter collectively "**Frontage Improvements**"). The City will complete the construction of Mill Spur as a planned capital improvement this year. Lakeview is responsible to construct the frontage improvements shown on **Exhibit B** outside of the Mill Spur Project.
5. **Responsibility for Design and Construction.**
 - a. Lakeview will be responsible for the design (except as otherwise provided herein) and construction of 1800 Main Street outside of the Mill Spur limits and related utilities including but not limited to necessary sewer, water, stormwater and communications improvements.
 - b. The City will be responsible for the design and construction of Mill Spur and Main Street Intersection, which work Lakeview acknowledges has been substantially completed.
6. **Timing of Lakeview's Closing.** The PSA will govern the timing of the closing of Lakeview's acquisition of 1800 Main Street.
7. **Transportation Mitigation, Impact Fees, and Concurrency.** Lakeview shall pay Transportation Mitigation, Impact Fees due pursuant to Chapter 14.112 LSMC as assessed at the rates then in effect at the time of building permit issuance as provided in LSMC 14.112.100. The City confirms that the Lakeview Project is concurrent. The City agrees that no further concurrency review and/or mitigation of transportation impacts are required for the Lakeview Project.

8. State Environmental Policy Act (Ch. 43.21C "SEPA") / National Environmental Policy Act (40 CFR Parts 1500-1508 "NEPA") Compliance. SEPA and NEPA compliance for the Development shall occur in accordance with the provisions of this Paragraph:
- a. Planned Action Determination. The Lakeview Project is within the area described in City Ordinance No. 1025, which approved a SEPA Planned Action for the Downtown Subarea, pursuant to RCW 43.21C.031 ("**Planned Action Ordinance**"). The Planned Action Ordinance and supporting documentation addressed the environmental impacts associated with development within the Downtown Subarea to facilitate and expedite the environmental review of future individual development projects. The Lakeview Project is an implementing project for purposes of the Planned Action Ordinance. The Planned Action Certification is attached hereto as **Exhibit E**.
 - b. Confirmation of Consistency. The Lakeview Project is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action Project and has received a planned action certification, attached as **Exhibit E**, that complies with Chapter. 43.21C RCW, Chapter 16.04 LSMC and LSMC 14.38.120 after review of Lakeview's environmental checklist and planned action checklist.
 - c. Except as described below, no SEPA threshold determination, environmental impact statement, or additional SEPA review shall be required for the Lakeview Project. Future development permit applications implementing this Agreement will not require additional SEPA review if the City confirms that the application is consistent with the Planned Action Determination.
 - d. Further SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the "mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW" that are applicable to the Lakeview Project. Pursuant to RCW 43.21C.240(2) & (3), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Lakeview Project.
 - e. Submission of Documentation to Determine Development Consistency. For each permit application that would otherwise be subject to SEPA review, Lakeview shall submit a completed SEPA checklist, or other documents acceptable to the City's Designated Official, to confirm consistency of the proposed development with this Agreement and the existing SEPA determinations. Submission of the future SEPA checklist or other documentation is for informational purposes to confirm consistency of the proposed development and mitigations established in this Agreement and shall not be a basis for additional SEPA process or mitigation so long as the proposed development materially conforms to the terms of this Agreement and no additional significant, adverse environmental impacts are identified using the following criteria.
 - f. Limitations on Additional SEPA Review and Mitigation for Implementing Applications. This Agreement is consistent with the Planned Action process, and the SEPA mitigation for the build out of the Lakeview Project has been incorporated into this Agreement. As such, the Designated Official may require further SEPA review and mitigation only to the extent that an implementing entitlement approval or requested modification meets the following conditions:
 - i. The City concludes that a requested entitlement application is likely to cause unmitigated, significant, adverse environmental impacts that have not been

previously analyzed in the Planned Action process or other SEPA environmental documents; or

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

9. Vested Rights and Term. The Lakeview Project shall be governed by this Agreement and is vested to the applicable provisions of the City of Lake Stevens Municipal Code and other land use regulations and controls in effect on the Effective Date of this Agreement. Lakeview shall have the right to construct the Lakeview Project in accordance with this Agreement and the City's substantive land use regulations and controls including, but not limited, to mitigation, zoning, and construction regulations in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is five (5) years to commence on the Effective Date unless the expiration date is extended by the mutual written agreement of the Parties per Chapter 14.16A and 14.6B LSMC, but in no event shall the vesting period exceed one hundred and twenty (120) months (10 years) from the effective date of this Agreement. Unless otherwise agreed to by the Parties, Lakeview shall apply for all necessary permits and project approvals for the Lakeview Project within the Agreement's five (5) year term. For purposes of this Agreement, the City's land use regulations and controls are "development standards" as that term is defined in RCW 36.70B.170(3) and are vested for the term of this Agreement and are material to Lakeview's decision to enter into this Agreement. Complete applications submitted during the term of this Agreement shall be governed by the City's land use regulations and controls in effect on the Effective Date of this Agreement regardless of whether those applications remain under review following the expiration of this Agreement.
10. Limitation on Imposition of New or Modified Land Use Regulations. In accordance with RCW 36.70B.180, during the term of this Agreement the City shall not modify or impose new or additional development standards applicable to the Lakeview Project. To the extent this Agreement does not establish development standards, process, procedures, or similar elements covering a certain subject, element or condition, then the Lakeview Project shall be governed by the City's land use regulations and controls in effect upon the Effective Date of this Agreement, except as follows:
- a. Stormwater Detention and Treatment. The stormwater standards applicable to the Lakeview Project are set forth in LSMC Chapter 11.06 and the 2014 DOE Stormwater Manual for Western Washington. Except as state law or NPDES permits may otherwise require, the Lakeview Project is vested to these stormwater standards for the five (5) year period established in Paragraph 12 (*Vested Rights and Term*).
 - b. Serious Threat to Public Health or Safety. The City Council may modify one or more of the City's land use regulations and controls during the term of this Agreement to the extent required to avoid a serious threat to the public health or safety. Any serious threat must be reasonably believed to be imminent and permanent.
 - c. Updated International Codes Apply. Notwithstanding the foregoing, the International Building Code, International Fire Code, and other construction codes in effect in the

State of Washington, and as adopted by the City of Lake Stevens on the date of filing a complete building permit application for the Lakeview Project, shall apply.

11. **Amendment.** This Agreement may be amended as follows:

“**Major Amendments**” shall be processed consistent with LSMC 14.16C.055(g) and require a public hearing before the Lake Stevens City Council. Major Amendments are those that materially change the terms of this Agreement by:
 - i. Modifying the term of this Agreement.All other proposed revisions will be considered “**Administrative Amendments**” and shall be reviewed and decided by the City’s Director of Planning and Community Development based on consistency with this Agreement and the provisions of the Lake Stevens Municipal Code.
12. **Agreement to Run with the Land.** For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Lakeview’s successors and assigns.
13. **Definitions.** Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford’s American Dictionary, Merriam-Webster’s Dictionary, or the American Heritage Collegiate Dictionary.
14. **Construction of Documents.** In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City’s Comprehensive Plan, or the LSMC, the terms of the body of this Agreement shall control.
15. **Recitals and Exhibits Incorporated by Reference.** All Recitals and Exhibits referenced in this Agreement are hereby incorporated by this reference and shall be considered as material terms of this Agreement.
16. **Integration.** This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
17. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
18. **Obligation to Abide by Law.** The Parties acknowledge their respective obligations to abide by county, state and federal laws and regulations which may be applicable to this Agreement. Subject to the terms hereof, the City shall not be prevented from enforcing such laws where applicable or where related to City funding requirements.
19. **Reservation of Police Power or Condemnation Authority.** By executing this Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Lakeview Project to the extent required by a serious threat to public health or safety.

20. Recordation. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Snohomish County Auditor at Lakeview's expense following final execution. Lakeview shall promptly provide the City with proof of such recording.
21. Authority. By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.
22. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.
23. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
24. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.
25. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary events or conditions (including governmental restrictions and responses thereto) such as war, riot, labor disputes, pandemics, recessions (two consecutive quarters of declining GDP), or other causes that affect the performance of this agreement beyond the reasonable control of the obligated party. Except if caused by a force majeure event or as otherwise provided in Paragraphs 6-8, the City's or Lakeview's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.
26. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Lakeview Flats, LLC
Brian Lewandowski
Manager
5418 – 123rd Ave NE
Lake Stevens, WA 98258

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

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

27. Dispute Resolution. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.
- a. Appeals of Permit Decisions. All appeals of permit decisions related to the Lakeview Project shall be governed by the applicable provisions of the LSMC.
 - b. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting. The City shall send the Designated Official and persons with information relating to the dispute, and Lakeview shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
 - c. Unresolved Disputes. If the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**". The Defaulting Party shall have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this Agreement. The Parties may in their joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired, and the default remains materially uncured at such time.
 - d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in Snohomish County Superior Court.
 - e. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
 - f. Attorneys' Fees. In any administrative or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees,

expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

28. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
29. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
30. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.
31. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
 - a. **Exhibit A** – Legal Description of Project Property
 - b. **Exhibit B** – Site Plan of Project Property
 - c. **Exhibit C** – Purchase and Sale Agreement
 - d. **Exhibit D** - Letter of Intent
 - e. **Exhibit E** – Planned Action Certification
32. Compliance with Other Regulatory Agency Requirements. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Lakeview Project which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Lakeview Project may include, without limitation, the Washington State Department Ecology, the Army Corps of Engineers, and the Washington State Department of Labor and Industries.
33. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
34. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Development. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

[Signatures follow.]

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

CITY OF LAKE STEVENS

By: [Signature]
Brett Gailey, Mayor

ATTEST:

[Signature]
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

[Signature]
Greg A. Rubstello, City Attorney

STATE OF

Washington

)

COUNTY OF

Snohomish

)

ss:

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

DATED: June 21, 2022.



[Signature]
Print Name:

Caitlin Weaver

NOTARY PUBLIC in and for the State of
Washington

, residing at:

8214 23rd PL NE
My Appointment Expires: 10-15-25

[Signature follows.]

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

CITY OF LAKE STEVENS

By: [Signature]
Brett Gailey, Mayor

ATTEST:

[Signature]
Kelly Chotin, City Clerk

APPROVED AS TO FORM:

[Signature]
Greg A. Rubstello, City Attorney

STATE OF Washington)
COUNTY OF Snohomish) SS:

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

DATED: June 21, 2022.



[Signature]
Print Name: Caitlin Weaver
NOTARY PUBLIC in and for the State of Washington, residing at: 8214 23rd PL NE
My Appointment Expires: 10-15-25

[Signature follows.]

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

LAKEVIEW FLATS, LLC

By: [Signature]
Name: Brian Lewandowski
Its: manager

APPROVED AS TO FORM:

[Signature]
, Attorney for Lakeview Flats, LLC
John O. Curry, WSBA # 56914

STATE OF Washington)
COUNTY OF Snohomish) ss:

I certify that I know or have satisfactory evidence that John O. Curry is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it on behalf of the Lakeview Flats, LLC ~~that~~ executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: June 24, 2022.



[Signature]
Print Name: Gretchen S. Leach
NOTARY PUBLIC in and for the State of
Washington, residing at:
Lake Stevens
My Appointment Expires: 3/17/2024

Exhibit A
(Legal Description)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF
DEEDED TO CO RECAF NO 962679

Snohomish County Tax Parcel No.: 00553800003100

Street Address: 1800 Main Street

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003
as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

MILL SPUR ROAD

PROPERTY LINE = N88°26'25"W 144.87'

PERMEABLE PAVERS @
OUTDOOR PATIO

10'-4 1/2"

123'-4 1/2"

PROPOSED 3-STORY BLDG.
FOOTPRINT: 5,573 FT²

FIN. FLOOR
223'-6"

LANDSCAPE BED

7'-0"

57'-5"

LANDSCAPE BED

LANDSCAPE BED

FOC GAS LANDSCAPE BED WW

3 STALLS @ 7'-6"

4 STALLS @ 9'-0"

3 STALLS @ 7'-6"

2 ADA @ 8'-0"

LOADING STALL
(37' x 12')

PERMEABLE ASPHALT
PARKING LOT

14 STALLS @ 9'-0"

TRASH AREA

LANDSCAPE BED

PROPERTY LINE = N88°23'06"W 149.16'

PROPERTY LINE = N1°36'54"E 127.77'

24'-0" AISLE

19'-0"

8' R.O.W. DEDICATION

PROPERTY LINE = N0°21'06"E 127.99'

MAIN STREET

EXHIBIT C

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between Lakeview Flats, LLC, a Washington limited liability company ("Buyer"), and the City of Lake Stevens, a municipal corporation of the State of Washington ("Seller"). Buyer and Seller are designated herein together as "the parties".

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 effective as of the date of approval by the Lake Stevens City Council ("**Effective Date**"). The City Council shall have thirty (30) days from the execution of this Agreement by Seller and Buyer to approve the Agreement, otherwise Seller's and 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, located at 1800 Main Street in Lake Stevens, Snohomish County, Washington described below and depicted in **Exhibit A** (the "Property").

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF
DEEDED TO CO RECAF NO 962679

Snohomish County Tax Parcel No.: 00553800003100

Street Address: 1800 Main Street

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

The Property includes the improvements thereupon, if any, and all rights and appurtenances pertaining to the Property, including, but not limited to, all easements, privileges, entitlements, rights of way and appurtenances benefitting the Property; all interest of Seller in any development rights, air rights, water rights, mineral, oil and gas and other subsurface rights; and all right, title, and interest of Seller in and to any streets, alleys, easements, and rights-of-way adjacent to the Property arising out of Seller's fee ownership of the Property .

3. **Purchase Price.** The purchase price for the Property shall be Five Hundred Thousand Dollars and zero cents (\$500,000.00). The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing.

4. **Development Agreement.** Nothing herein is intended by the parties to conflict with or to supersede any provision of the Development Agreement between the parties approved

by Resolution No. 2022-08 of the Lake Stevens City Council on June 14, 2022, recorded with the Snohomish County Auditor under number _____ ("Development Agreement"). In the event of any conflict between any provision of this Agreement and the Development Agreement, the Development Agreement shall control.

5. **Title to Property.**

5.1 **Conveyance.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the "Deed") subject only to the exceptions to title approved or waived by the Buyer as provided for in this Agreement.

5.2 **Title Commitment.** Within seven (7) calendar days following the Buyer's approval of this Agreement, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the "Commitment") covering the Property, issued by Chicago Title Insurance Company (the "Title Company"), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have thirty (30) calendar days after receipt of the Title Report and exceptions 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 monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the thirty (30) 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.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, 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 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 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.

5.4 **Title Policy.** The parties shall, at Seller'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"). Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy, provided that Buyer shall be responsible for the cost of extended coverage.

6. **Contingency and Permit Periods.** Buyer's obligation to purchase the Property is contingent upon the conditions set forth in this Section 6 being satisfied or waived, in either case in Buyer's sole and absolute discretion, on or before the dates set forth herein. If Buyer determines, in Buyer's sole and absolute discretion, that any of the conditions set forth in this Section 6 will not be satisfied by the date provided herein for the satisfaction of such condition, Buyer may terminate this Agreement on or prior to the applicable date by written notice to Seller. The conditions provided for in this Section 6 shall be deemed not to be satisfied unless Buyer, by the date by which the particular condition is required to be satisfied, notifies Seller in writing that such condition has been satisfied or waived. In the event any condition is deemed not satisfied, this Agreement shall automatically terminate. Upon the termination of this Agreement (either by reason of affirmative action by Buyer or automatically: (a) neither party shall have any further rights or obligations hereunder except for those which are expressly stated to survive the termination of this Agreement.

6.1 **Feasibility Period.** Buyer has had reasonable time and opportunity to determine in Buyer's sole and absolute discretion, that (without limitation) the property, parking plan and location of the Property are acceptable, utilities of adequate capacity exist to serve the Property, construction of the improvements contemplated by Buyer will not require extraordinary, excessive or unusually costly design elements or construction techniques, drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs, the Property will satisfy Buyer's financial and competitive objectives in the trade area, and the Property is economically and otherwise feasible for Buyer's intended use. Addition time for feasibility is unnecessary.

6.2 Pursuant to Section I.H. of the Development Agreement, the construction easement and the right of first refusal regarding the property at 1709 – 123rd Dr. N.E. shall be executed by the Parties at closing.

7. **Closing.** The closing of the transaction contemplated by this Agreement ("Closing") shall take place within a commercially reasonable time after full execution of the Development Agreement, but no later than ninety (90) days thereafter.

7.1 **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.

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

7.2.1 the duly executed and acknowledged Deed;

7.2.2 a duly executed and completed Real Estate Excise Tax Affidavit;

7.2.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

7.2.4 a duly executed affidavit in form satisfactory to Title Company for the issuance of the Title Policy without exception for mechanics', materialmen's or other statutory liens, parties in possession and other standard title exceptions;

7.2.5 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 7.7.1; and

7.2.6 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement, substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**.

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

7.3.1 Cash in an amount sufficient to pay the Purchase Price and fair market value for the Buyer's first right of refusal for the property at 1709 – 123rd Dr. N.E., plus the Buyer's closing costs described in Section 7.7.2; and

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

7.3.3 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement and substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**. The fair market value to be paid by Buyer for the right of first refusal shall be determined by a Washington State Licensed professional real estate appraiser commissioned by the Buyer at Buyer's sole cost and expense.

7.4 **Closing Statement.** A single, combined closing statement setting forth in reasonable detail the financial transaction of Seller and Buyer contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs, charges, credits and debits specified herein and the source, application and disbursement of all funds (the “Closing Statement”).

7.5 **Title Policy.** Title Company shall deliver the Title Policy (or an irrevocable commitment to issue same) to Buyer, in form and substance as required pursuant to Section 5 hereof.

7.6 **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.

7.7 **Closing Costs.**

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

7.7.2 **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 endorsements or extended coverage requested by Buyer.

7.8 **Possession.** At Closing, Seller shall deliver full, sole, vacant and exclusive possession of the Property to Buyer, subject to no tenancies, leasehold interests or other similar possessory interests that have not been previously approved by Buyer.

7.9 **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 any of the following conditions are 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 10.1 of this Agreement.

7.9.1 **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 10.1 of this Agreement.

7.9.2 **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 10.1 of this Agreement.

7.9.3 **Title Policy.** Title Company shall be committed to provide to Buyer, subject only to payment of the premium therefor, the Title Policy insuring that fee title to the Property (and any appurtenant easements) is vested in Buyer subject only to (i) the lien of real property taxes for the current year not yet due and payable (which shall be prorated as of the Closing Date as provided in Section 8.1 hereof), and (ii) the title exceptions that were approved (or waived) by Buyer as provided in this Agreement. Seller shall have satisfied (or shall satisfy at the Closing from the Purchase Price) all monetary encumbrances except for prorated taxes, as required by this Agreement.

7.10 **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 10.2 of this Agreement.

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

7.11 **Development Agreement.** In the event this Agreement is terminated for any reason and the transaction contemplated herein does not close, any development agreement or related document entered into by and between Seller and Buyer will be considered void, and neither Buyer nor Seller will have any obligations to complete any material items contemplated under such development agreement or related documents.

8. **Representations and Warranties.**

8.1 **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:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.1.4 **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 hercof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

8.1.5 **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.

8.1.6 **Existing Leases.** There are no existing leases on the Property. There are no management agreements, service contracts or other agreements affecting the Property or the operation or maintenance thereof which will be binding upon Buyer after the Closing. There are no other obligations in connection with the Property, including, without limitation, easements, declarations, use restrictions or other similar agreements, which will be binding upon Buyer after the Closing, except for those matters which have been approved by Buyer.

8.1.7 **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.

8.1.8 **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.

8.2 **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:

8.2.1 **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.

8.2.2 **Authority of Buyer.** Buyer is a corporation in good standing, duly formed and validly existing under the laws of the State of Washington. Buyer has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Buyer constitute legal, valid, binding and enforceable obligations of Buyer, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Buyer has been duly authorized to do so.

8.2.3 **Terrorism Laws.** Buyer is not, and shall not become, a person or entity with whom Seller is restricted from doing business under any of the Terrorism Laws.

9. **Maintenance of Property Pending Closing.** 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

10. **Default.**

10.1 **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 7.9, Buyer will be entitled, at Buyer's sole discretion, (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 10.1 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.

10.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property within a commercially reasonable period of time as provided in section 8.1 Closing, then Seller will be entitled (a) to seek specific performance of Buyer's obligations under this Agreement and paragraph 8. of the Development Agreement; (b) to terminate this Agreement by written notice to Buyer's and Escrow Agent; and (c) if Seller elects either option (a) or (b), as hereinbefore set forth, Seller may obtain payment from Buyer of all damages incurred by Seller as a result of such default. If Seller terminates this Agreement pursuant to this Section 10.1 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.

11. **Miscellaneous.**

11.1 **Seller's Disclosure Statement.** No later than ten (10) days following Buyer's execution of this Agreement, Seller shall deliver to Buyer a seller's disclosure statement pursuant to RCW 64.06.

11.2 **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.

11.3 **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:	City of Lake Stevens Attn: City Administrator 1812 Main Street PO Box 257 Lake Stevens, WA 98258-0257 Phone: 425-377-3230
With a copy to:	Greg A. Rubstello Ogden Murphy Wallace, P.L.L.C. 901 Fifth Avenue, Suite 3500 Seattle, WA. 98164 Phone: (206) 447-7206 Email: grubstello@omwlaw.com
If to Buyer, to:	Lakeview Flats, LLC Attn: Brian Lewandowski

Manager
Issaquah, WA 98027
Phone: (425) 313-6549
Email: bcoffey@costco.com

With a copy to: Adams & Duncan, Inc., P.C.
3128 Colby Avenue
Everett, WA 98201
Phone: (425) 740-3302
Email: ChrisAdams@adamslawyers.com

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.

11.4 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

11.5 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **Time of the Essence.** Time is of the essence of this Agreement.

11.10 **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.

11.11 **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.

11.12 **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.

11.13 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Seller in the drafting of this Agreement, and Buyer acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

11.14 **Survival.** All of the representations, warranties and covenants of Seller and Buyer contained in this Agreement shall be true and correct as of the Effective Date and shall, as a condition to Closing, be true and correct in all material respects as of the Closing Date. The parties' rights to enforce such representations, warranties and covenants shall survive for a period of two (2) years following the Closing and such rights to enforce shall not be merged into any documents delivered at the Closing. It is expressly agreed and understood that no examination or investigation of the Property by or on behalf of Buyer prior to the Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements contained in this Agreement.

11.15 **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.

11.16 **Brokers and Commissions.** There are no brokers involved in this transaction. Neither party is obligated to pay a commission as a result of the sale of the Property contemplated herein.

(signatures continue on following page)

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

BUYER:

LAKEVIEW FLATS, LLC

By: _____
Name _____
Title _____

Date: _____

SELLER:

CITY OF LAKE STEVENS (following 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

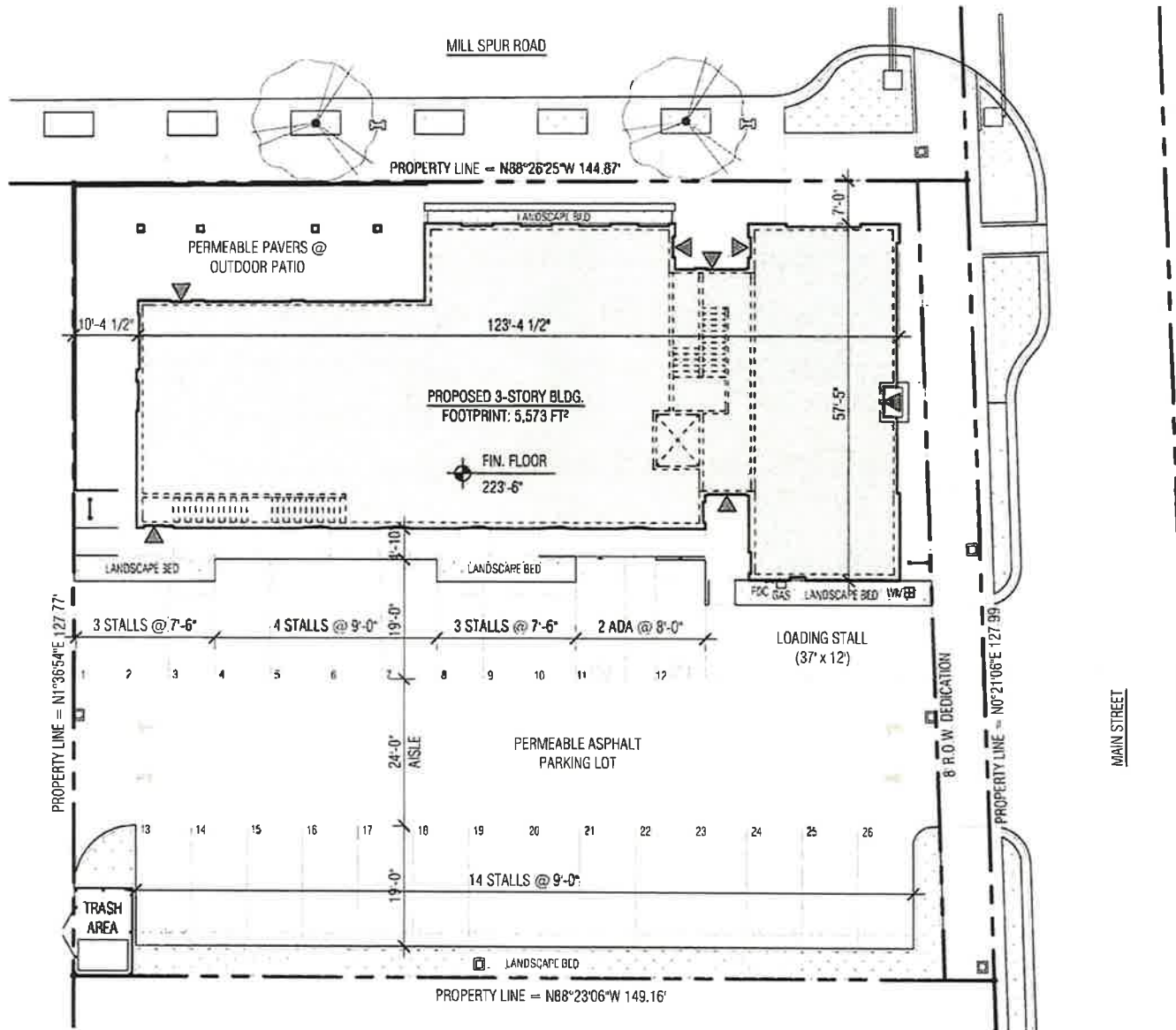


EXHIBIT B

(Construction Easement)

Return Address:

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document

Grantor(s) Exactly as name(s) appear on document

LAKE STEVENS, CITY OF

☐ Additional names on page __ of document.

Grantee(s) Exactly as name(s) appear on document

LAKEVIEW FLATS, LLC

☐ Additional names on page __ of document.

Legal description (abbreviated: e.g., lot, block, plat or section, township, range)

RENAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

☐ Additional names on Exhibit B of document.

Assessor's Property Tax Parcel/Account Number

00553800003100

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EASEMENT – TEMPORARY CONSTRUCTION

The GRANTOR, the **CITY OF LAKE STEVENS**, a State of Washington municipal corporation, in consideration of mutual benefits, does hereby grant and convey to LAKEVIEW FLATS, LLC, a Washington limited liability corporation, (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary construction easement in, on, over, across and upon the land in Snohomish County, Washington, legally described as follows:

RENNAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

legally described in **Attachment “A”**,

The Grantee, its contractors, subcontractors, successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours consistent with City issued permit requirements for the purpose of, but not limited to:

The staging and storage of construction materials and equipment for purposes of the active construction of the Lakeview Project described in that certain Development Agreement between Grantor and Grantee approved by Resolution No. 2022-08 of the Lake Stevens City Council.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee’s activities authorized by this easement, provided, however, that:

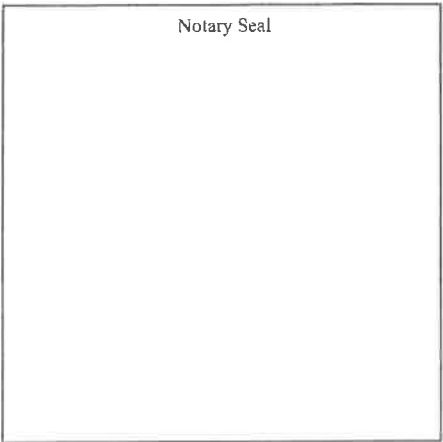
A. The Grantee’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

B. The Grantee’s obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Grantee and the Grantor, or of the Grantee and a third party other than an officer, agent, contractor or employee of the Grantee, shall apply only to the extent of the negligence or willful misconduct of the Grantee.

Grantee hereby waives, with respect to Grantor only, any immunity that would otherwise be available to Grantee under the Industrial Insurance Act, Title 51 RCW, for claims by Grantee’s employees arising out of Grantee’s willful misconduct or negligence, but only to the extent necessary to indemnify Grantor against any such claims.

Insurance. Grantor shall maintain and shall cause its agents to maintain commercial general liability insurance against any loss, liability or damage on, about or relating to Grantor’s activities involving the Easement or Easement Area with limits of not less than \$5,000,000 combined single limit, per occurrence and in the aggregate, and containing a deductible or self-insured retention of not more than \$10,000. The Grantor shall be responsible for paying all deductibles and self-insured

Dated this _____ day of _____, 20_____.



Notary Seal

Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires: _____

ATTACHMENT A

(Legal Description)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

EXHIBIT C
(Right of First Refusal)

Filed for and return to:

CITY CLERK
City of Lake Stevens
PO Box 257
Lake Stevens WA 98258

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Lake Stevens, a Washington municipal corporation
Grantee(s): Lakeview Flats, LLC, a Washington limited liability company
Reference Number(s) of Documents Assigned or Released: None
Abbreviated Legal Description: _____
Complete or Additional Legal Description on Attachment "A" of Document.
Assessor's Parcel Number(s): 00553800003800

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL ("Agreement") is made and entered into this date by and between the City of Lake Stevens, a Washington municipal corporation ("Grantor"), and Lakeview Flats, LLC, a Washington limited liability company ("Grantee"), sometimes collectively referred to as the "Parties" and individually a "Party." The Parties agree as follows:

1. **Identification of Property.** Grantor is the owner of the following described real property located in Snohomish County, Washington (the "Property"):

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Snohomish County Tax Parcel No. 00553800003800

2. **Grantee Right of First Refusal.** Subject to Grantee's completion of the Lakeview Project in compliance with the Development Agreement between the Parties for Snohomish County Tax Parcel No. 00553800003100 and in the event, Grantor elects to sell the Property, or any portion thereof, or change the use of the Property or any portion thereof from a parking lot, Grantor hereby grants to Grantee, on the terms and conditions set out below, a right of first refusal ("the Right").

2.1 Notice of Offer. In the event Grantor elects to sell the Property, or any portion thereof, and thereafter receives a bona fide written offer (the “Offer”) which Grantor intends to accept, or Grantor intends to change the use of the Property or any portion thereof from a parking lot, before accepting such Offer or changing the use of the Property (as applicable), Grantor shall first give Grantee written notice of the Offer (the “Notice”) and provide Grantee with a copy of the Offer. The Notice must contain all material terms relating to the Offer.

2.1.1 If the Offer includes real or personal property that is in addition to the Property, the Grantor shall provide the entire Offer to the Grantee and the Parties shall discuss, in good faith, how to segregate the material terms of the Offer that apply to the Property only. In the event the Parties are unable to enter an agreement segregating the material terms of the Offer within thirty (30) calendar days of the Notice, then the Right shall terminate and be of no further force or effect.

2.1.2 Grantee and Grantor agree that any non-cash terms set forth in the Offer shall be reduced to cash equivalent by agreement of the Parties. In the event the Parties are unable to agree to a cash equivalent on the non-cash terms of the Offer within thirty (30) calendar days of the Notice, the Right shall terminate and be of no further force or effect.

2.2 Exercise of Right. If Grantee intends to exercise the Right, then Grantee shall, within fifteen (15) calendar days following receipt of the Notice (or fifteen (15) calendar days after the resolution of the matters set forth in Section 2.1.1 and 2.1.2, if applicable), give written notice to Grantor that Grantee elects to purchase the Property (or portion thereof set forth in the Notice), upon the terms and conditions set forth in the Offer. In the event Grantee exercises the Right pursuant an intended change of use of the Property, then Grantee shall pay a purchase price equal to the fair market value for the Property as a parking lot. In the event Grantee elects to purchase the Property, or the portion thereof set forth in the Notice, Grantee and Grantor shall close the transaction within the time period set forth in the Offer, or within thirty (30) days after Grantee’s election to purchase, whichever is later, or as otherwise agreed by the Parties, in writing.

2.3 No Assignment. This Agreement and the Right are personal to the Grantee. Grantee may not assign, bequest, sell, or transfer, in any fashion, this Agreement or the Right without the consent of Grantor, which consent Grantor is not required to give; provided, however, Grantor shall not unreasonably withhold, condition, or delay Grantor’s consent to a request to assign this Agreement as part of a sale of the Lakeview Project.

2.4 Termination of Right. If Grantor provides the Notice and Grantee does not timely deliver the Exercise Notice as set forth in Section 2.2, above, then the Right and this Agreement shall automatically terminate and be of no further force and effect as to all of the Property. For example, if the Grantor receives an Offer for a portion of the Property and provides the Notice to Grantee, and if Grantee fails to timely provide the Exercise Notice, then the Right and this Agreement shall automatically terminate and be of no further force or effect. If the Grantee timely delivers the Exercise Notice and fails to close the transaction, then the Right and this Agreement shall automatically terminate and be of no further force or effect as to all of the Property. This Agreement shall automatically terminate and be of no further force or effect, without notice to Grantee or further action of the Parties, if Grantee defaults on any obligation owed to Grantor. For the avoidance of doubt, the Right and this Agreement shall not terminate due to Grantor’s failure to comply with the terms hereof.

Dated: _____, 2022.

 _____ (Printed name)
 NOTARY PUBLIC, state of Washington
 My appointment expires _____

STATE OF WASHINGTON)
)ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of LAKEVIEW FLATS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2022.

 _____ (Printed name)
 NOTARY PUBLIC, state of Washington
 My appointment expires _____

ATTACHMENT A

Legal Description

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN
202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under
AFN 20220110542

EXHIBIT D
(Letter of Intent)

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

RE: Cover Letter to LOI to purchase parcel C 1800 Main Street

Thank you for your time in assisting us to gather details and put this opportunity together.

Please find attached our letter of Intent. In the foreseeable future we can enter into a formal development agreement, as desired by us and the city. This will serve to let us move, together, through the details of the frontage improvements, street improvements, utility needs, zoning requirements, parking requirements, etc.

Our vision for this property is aligned with that of the city. We are intending to build a multi-use building at the corner of Main and soon to be Mill Spur Rd. The building will have at least two frontages, if not 3. One on main, one on Mill Spur, and most likely a partial frontage towards the lake. The Building will be of modern architecture and design such as depicted in the city's visual aids. This will keep with modern building trends, and blend with the current theme of the new Mill building and adjacent park.

Due to its location this building will be thoughtfully and carefully designed and constructed. This is due in part to it being front and center to all the downtown lake Stevens activities.

The downstairs level of the building will consist of retail/restaurants. This will form a natural place of gathering for patrons of the city. We will create as much outdoor seating as can be allowed.

The second floor is proposed to be professional space.

The third floor is slated to be 3 high-end condos, this is intended to make accessible lake-front living to those who do not particularly want to buy or maintain a waterfront home. An interesting idea could be for the city to sell or lease a moorage space to these occupants, once additional dock parking has been added.

Our ownership group is interested in owning this building long term and working with the city for years to come. The building will not be built, and then sold to the highest bidder. We are local and have a vested interest in the outcome of this development.

The main access will be as depicted on the city's renderings. Either from Main street or the boat launch parking area, or both. This way there will be no significant effects when Mill Spur Rd gets closed for city events.

We will also attempt to design the build for future expansion. It is unknown how the adjacent church will proceed over the months or years to come, but its future development feels inevitable, and we should try and incorporate that parcel into the long-term plan for the downtown area.

Timeline – It is likely that the planning and development of this project would take the majority of 2021. We would then plan to break ground in early 2022. Setting us up for prime building weather in the spring. The project would take approx. 10-12 months to complete.

Thank you again for your time and consideration.

Sincerely,

The Westrock Team

LETTER OF INTENT

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

Re: Letter of Intent for Developmental Diligence, Purchase, and Development of the property located at 1800 Main Street, Lake Stevens, Washington.

Dear Mayor and City Council,

This Letter of Intent (hereinafter "LOI") sets forth certain non-binding provisions and certain binding provisions between the City of Lake Stevens ("Seller" or "City") and Westrock Construction LLC ("Developer") with respect to the possible acquisition and development of certain real property commonly known as 1800 Main Street, Lake Stevens, Washington ("Subject Property").

Subject to the negotiation and execution of a definitive and mutually acceptable agreements of purchase and sale ("Purchase and Development Agreement") and subject to the terms and conditions as outlined in this LOI within the time frame expressed in Section 7, 8, and 9 after execution of this LOI (the "Contract Negotiation Period"), the undersigned offers to perform diligence and desires to purchase and develop the Subject Property in accordance with the following terms and conditions.

NON-BINDING PROVISIONS

1. Purpose. All parties agree to proceed in accordance with the terms and conditions outlined in this LOI. City understands that the purpose of this LOI is to allow further investigation by both parties into the feasibility of entering into a formal agreement. The terms contained herein are intended to provide the parties with a basis for cooperating and for guiding their negotiations in furtherance of entering into a legally binding agreement. If the Purchase Agreement and Development Agreement are not mutually executed within the stated timeframe for any reason, this LOI shall expire and no party shall have any further rights or duties hereunder.

2. Proposed Transaction. On the terms and subject to the negotiation and execution of the Purchase Agreement and Development Agreement, Developer would purchase the Subject Property from the City for the purpose of developing a multi-use

building upon the Subject Property. Developer desires to incorporate into its design of the multiuse building, pursuant to Section 6, the following characteristics:

- Mixed-Use with active first-floor use
- Complements vision for downtown Lake Stevens;
- Contemporary Northwest Style;
- Mix of materials such as wood, stone, masonry, and metal;
- Distinctive rooflines;
- Large mullioned windows; and
- Outdoor plaza and seating areas.

3. Purchase Price. Developer would purchase the Subject Property for Five Hundred Thousand and No/100 Dollars (\$500,000).

4. Earnest Money. To be determined based upon the terms of the Purchase Agreement and Development Agreement.

5. Parties:

City:

City of Lake Stevens

Developer:

Westrock Construction LLC

5418 123rd Ave NE

Lake Stevens, WA 98528

6. Initial Inspection Period. This LOI hereby provides for an "Initial Inspection Period" of Ninety (90) days from the date of execution and further provide for two (2) thirty (30) day extensions (respectively the "First Extension Period," and the "Second Extension Period") at the mutual option of City and Developer, if needed, during which periods Developer shall investigate, inspect and study the Subject Property to determine if all aspects of the Subject Property are acceptable to Developer, in its sole and absolute discretion (the "Due Diligence Period"). Developer may, at Developer's sole risk and expense, access the Subject Property to perform preliminary due diligence activities following the execution of this LOI and give the City at least 3 business days' notice of the date it intends to enter the Subject Property to make any inspections. The Developer shall provide no less than monthly updates to the City. Monthly updates shall include all activities associated with marketing the property including uses, franchises and users

contacted, marketing material, issues and/or concerns being raised by potential uses and other relevant material related to the development of the site including limitations expressed by potential users. Upon completion of the initial inspection period, the Developer shall present a "Proposed Development Plan" with any modifications that Developer proposes may be necessary, to the City for City's approval or rejection in the City's sole discretion. If the City approves the "Proposed Development Plan", it shall hereinafter be the "Development Plan". If the City rejects the approval, Developer and City may use thirty (30) days to attempt to resolve their differences. If the differences are not resolved within the thirty (30) days, or any mutually agreed extension, this LOI shall terminate without liability from either party to the other.

7. Due Diligence Period. If the City approves the Development Plan pursuant to Section 8, the parties shall proceed to the "Due Diligence Period." During the Due Diligence Period, at Developer's request and at Developer's expense, City shall cooperate in achieving any necessary governmental approvals for Developer's intended use of the Subject Property. Zoning consideration shall not occur until the project has met full design requirements and preliminary engineering requirements. Submission of zoning shall include proper application as required by applicable zoning ordinances. The Due Diligence Period shall be one hundred twenty (120) days from inception.

8. Terms of Purchase. Through the completion of the Due Diligence period, if the project is mutually agreeable to the Developer and City, a Purchase Agreement and Development Agreement may be entered into between the Developer and the City establishing a purchase price pursuant to Section 3. The Purchase Agreement and or a Development Agreement shall include performance benchmarks for final zoning and subdivision actions and any necessary development agreement. The Purchase Agreement and or Development Agreement by and between City and Developer shall be consistent with the terms outlined in this LOI and such other terms and conditions as are customary and as the parties may mutually agree on, provided however, unless otherwise agreed to in the Purchase Agreement and or Development Agreement, shall not modify or alter the terms contained herein. Developer will also purchase all of City's rights, title and interest in all of the maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist concerning the Subject Property. Developer may assign any Purchase Agreement or Redevelopment Agreement subject to the reasonable acceptance of the City.

9. Expiration of Offer. If City has not executed this document and returned it to Developer within fifteen (15) days from the date of execution, this LOI shall be considered null and void, provided that Developer has not agreed in writing to extend the date for City's acceptance.

10. Commission. City would pay all commissions due with respect to the sale of the Subject Property at closing pursuant to a separate agreement. Developer shall not be entitled to commissions unless they are provided for in the Purchase or Development Agreement.

11. Authorized Signatory. It is hereby warranted that the individual signing this LOI on behalf of City or Developer is authorized to sign on behalf of such party and to enter into this LOI. This LOI may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument.

BINDING PROVISIONS

A. Exclusivity. Until the Purchase Agreement and Development Agreement have been duly executed and delivered by all the parties or until the Binding Provisions have been terminated pursuant to Paragraph B below, whichever occurs sooner: (i) City will not enter into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging the Subject Property to any other person or entity; and (ii) City agrees to take the Subject Property off the market and that it will not furnish any information concerning the Subject Property to any other person or entity for the purpose, in whole or in part, of considering an offer with respect to the purchase of the Subject Property.

B. Termination: The Binding Provisions of this LOI may be terminated: (i) at any time by mutual written consent of City and Developer; or (ii) upon written notice by any party to the other party if the Purchase Agreement and Development Agreement have not been executed and delivered by all parties by March 31, 2021; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder.

C. Fees and Costs. In the event of a breach of this LOI by a party, the successful party in any proceeding to enforce the terms shall be entitled to recover costs and attorney fees.

DEVELOPER:

By:
Its:

Dated: _____

CITY:

By:
Its:

Dated: _____



EXHIBIT E
(Planned Action Certification)

NOTICE OF PLANNED ACTION CERTIFICATION

Project Name: Lakeview Flats, LLC
Project Location: 1800 Main Street, Lake Stevens, WA 98258 / APN # 00553800003100
Project File No's.: LUA2022-0036: Development Agreement, LUA2022-0069: Administrative Design Review, and LUA2022-0070: Construction Plans
Applicant: Brian Lewandowski, Lakeview Flats, LLC

Proposed Project Description: The applicant is proposing to construct a 17,128 square foot, three-story mixed-use building at 1800 Main Street. This application is consistent with the Downtown Subarea Planned Action Ordinance and thereby qualifies as a Planned Action pursuant to Lake Stevens Municipal Code (LSMC) 14.38.120. This notice serves as the threshold determination under the State Environmental Policy Act (SEPA) for the development agreement and implementing permits. Under the Planned Action development thresholds, this proposed project uses six dwelling units, 7,052 square feet of retail area and will generate 39-new PM peak hour trips.

Permits Required: Development Agreement approval, administrative design review, construction plan approval, building and right-of-way use permits.

Dates of Application: March 7, 2022, April 28, 2022 and May 6, 2022

Notice of Complete Application Issued: May 18, 2022

Planned Action Determination Issued: May 18, 2022

Lead Agency:

The city of Lake Stevens, acting as lead agency for this proposal, has determined that this project does not have a probable significant adverse environmental impact and qualifies as a Planned Action under the Downtown Subarea EIS following review of an environmental checklist and other information on file.

Comment Period: There is no comment period for this Planned Action Certification. Please contact Christi Schmidt, Senior Planner with any questions at 425-622-9438 or by email at cschmidt@lakestevenswa.gov.

SEPA Responsible Official:

May 18, 2022

Russ Wright, Community Development Director, City of Lake Stevens
PO Box 257, Lake Stevens WA 98258

Date

It is the City's goal to comply with the American with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.

Distribution: Applicant
Official City Notification Board (City Hall)
State Distribution List

EXHIBIT C

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made by and between Lakeview Flats, LLC, a Washington limited liability company (“Buyer”), and the City of Lake Stevens, a municipal corporation of the State of Washington (“Seller”). Buyer and Seller are designated herein together as “the parties”.

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 effective as of the date of approval by the Lake Stevens City Council (“**Effective Date**”). The City Council shall have thirty (30) days from the execution of this Agreement by Seller and Buyer to approve the Agreement, otherwise Seller’s and 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, located at 1800 Main Street in Lake Stevens, Snohomish County, Washington described below and depicted in **Exhibit A** (the “Property”).

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF
DEEDED TO CO RECAF NO 962679

Snohomish County Tax Parcel No.: 00553800003100

Street Address: 1800 Main Street

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

The Property includes the improvements thereupon, if any, and all rights and appurtenances pertaining to the Property, including, but not limited to, all easements, privileges, entitlements, rights of way and appurtenances benefitting the Property; all interest of Seller in any development rights, air rights, water rights, mineral, oil and gas and other subsurface rights; and all right, title, and interest of Seller in and to any streets, alleys, easements, and rights-of-way adjacent to the Property arising out of Seller’s fee ownership of the Property .

3. **Purchase Price.** The purchase price for the Property shall be Five Hundred Thousand Dollars and zero cents (\$500,000.00). The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing.

4. **Development Agreement.** Nothing herein is intended by the parties to conflict with or to supersede any provision of the Development Agreement between the parties approved

by Resolution No. 2022-08 of the Lake Stevens City Council on June 14, 2022, recorded with the Snohomish County Auditor under number _____ (“Development Agreement”). In the event of any conflict between any provision of this Agreement and the Development Agreement, the Development Agreement shall control.

5. **Title to Property.**

5.1 **Conveyance.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the “Deed”) subject only to the exceptions to title approved or waived by the Buyer as provided for in this Agreement.

5.2 **Title Commitment.** Within seven (7) calendar days following the Buyer’s approval of this Agreement, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the “Commitment”) covering the Property, issued by Chicago Title Insurance Company (the “Title Company”), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have thirty (30) calendar days after receipt of the Title Report and exceptions 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 monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the thirty (30) 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.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, 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 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 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.

5.4 **Title Policy.** The parties shall, at Seller'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"). Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy, provided that Buyer shall be responsible for the cost of extended coverage.

6. **Contingency and Permit Periods.** Buyer's obligation to purchase the Property is contingent upon the conditions set forth in this Section 6 being satisfied or waived, in either case in Buyer's sole and absolute discretion, on or before the dates set forth herein. If Buyer determines, in Buyer's sole and absolute discretion, that any of the conditions set forth in this Section 6 will not be satisfied by the date provided herein for the satisfaction of such condition, Buyer may terminate this Agreement on or prior to the applicable date by written notice to Seller. The conditions provided for in this Section 6 shall be deemed not to be satisfied unless Buyer, by the date by which the particular condition is required to be satisfied, notifies Seller in writing that such condition has been satisfied or waived. In the event any condition is deemed not satisfied, this Agreement shall automatically terminate. Upon the termination of this Agreement (either by reason of affirmative action by Buyer or automatically: (a) neither party shall have any further rights or obligations hereunder except for those which are expressly stated to survive the termination of this Agreement.

6.1 **Feasibility Period.** Buyer has had reasonable time and opportunity to determine in Buyer's sole and absolute discretion, that (without limitation) the property, parking plan and location of the Property are acceptable, utilities of adequate capacity exist to serve the Property, construction of the improvements contemplated by Buyer will not require extraordinary, excessive or unusually costly design elements or construction techniques, drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs, the Property will satisfy Buyer's financial and competitive objectives in the trade area, and the Property is economically and otherwise feasible for Buyer's intended use. Addition time for feasibility is unnecessary.

6.2 Pursuant to Section I.H. of the Development Agreement, the construction easement and the right of first refusal regarding the property at 1709 – 123rd Dr. N.E. shall be executed by the Parties at closing.

7. **Closing.** The closing of the transaction contemplated by this Agreement ("Closing") shall take place within a commercially reasonable time after full execution of the Development Agreement, but no later than ninety (90) days thereafter.

7.1 **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.

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

7.2.1 the duly executed and acknowledged Deed;

7.2.2 a duly executed and completed Real Estate Excise Tax Affidavit;

7.2.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

7.2.4 a duly executed affidavit in form satisfactory to Title Company for the issuance of the Title Policy without exception for mechanics', materialmen's or other statutory liens, parties in possession and other standard title exceptions;

7.2.5 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 7.7.1; and

7.2.6 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement, substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**.

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

7.3.1 Cash in an amount sufficient to pay the Purchase Price and fair market value for the Buyer's first right of refusal for the property at 1709 – 123rd Dr. N.E., plus the Buyer's closing costs described in Section 7.7.2; and

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

7.3.3 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement and substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**. The fair market value to be paid by Buyer for the right of first refusal shall be determined by a Washington State Licensed professional real estate appraiser commissioned by the Buyer at Buyer's sole cost and expense.

7.4 **Closing Statement.** A single, combined closing statement setting forth in reasonable detail the financial transaction of Seller and Buyer contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs, charges, credits and debits specified herein and the source, application and disbursement of all funds (the “Closing Statement”).

7.5 **Title Policy.** Title Company shall deliver the Title Policy (or an irrevocable commitment to issue same) to Buyer, in form and substance as required pursuant to Section 5 hereof.

7.6 **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.

7.7 **Closing Costs.**

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

7.7.2 **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 endorsements or extended coverage requested by Buyer.

7.8 **Possession.** At Closing, Seller shall deliver full, sole, vacant and exclusive possession of the Property to Buyer, subject to no tenancies, leasehold interests or other similar possessory interests that have not been previously approved by Buyer.

7.9 **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 any of the following conditions are 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 10.1 of this Agreement.

7.9.1 **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 10.1 of this Agreement.

7.9.2 **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 10.1 of this Agreement.

7.9.3 **Title Policy.** Title Company shall be committed to provide to Buyer, subject only to payment of the premium therefor, the Title Policy insuring that fee title to the Property (and any appurtenant easements) is vested in Buyer subject only to (i) the lien of real property taxes for the current year not yet due and payable (which shall be prorated as of the Closing Date as provided in Section 8.1 hereof), and (ii) the title exceptions that were approved (or waived) by Buyer as provided in this Agreement. Seller shall have satisfied (or shall satisfy at the Closing from the Purchase Price) all monetary encumbrances except for prorated taxes, as required by this Agreement.

7.10 **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 10.2 of this Agreement.

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

7.11 **Development Agreement.** In the event this Agreement is terminated for any reason and the transaction contemplated herein does not close, any development agreement or related document entered into by and between Seller and Buyer will be considered void, and neither Buyer nor Seller will have any obligations to complete any material items contemplated under such development agreement or related documents.

8. **Representations and Warranties.**

8.1 **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:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.1.4 **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.

8.1.5 **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.

8.1.6 **Existing Leases.** There are no existing leases on the Property. There are no management agreements, service contracts or other agreements affecting the Property or the operation or maintenance thereof which will be binding upon Buyer after the Closing. There are no other obligations in connection with the Property, including, without limitation, easements, declarations, use restrictions or other similar agreements, which will be binding upon Buyer after the Closing, except for those matters which have been approved by Buyer.

8.1.7 **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.

8.1.8 **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.

8.2 **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:

8.2.1 **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.

8.2.2 **Authority of Buyer.** Buyer is a corporation in good standing, duly formed and validly existing under the laws of the State of Washington. Buyer has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Buyer constitute legal, valid, binding and enforceable obligations of Buyer, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Buyer has been duly authorized to do so.

8.2.3 **Terrorism Laws.** Buyer is not, and shall not become, a person or entity with whom Seller is restricted from doing business under any of the Terrorism Laws.

9. **Maintenance of Property Pending Closing.** 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

10. **Default.**

10.1 **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 7.9, Buyer will be entitled, at Buyer's sole discretion, (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 10.1 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.

10.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property within a commercially reasonable period of time as provided in section 8.1 Closing, then Seller will be entitled (a) to seek specific performance of Buyer's obligations under this Agreement and paragraph 8. of the Development Agreement; (b) to terminate this Agreement by written notice to Buyer's and Escrow Agent; and (c) if Seller elects either option (a) or (b), as hereinbefore set forth, Seller may obtain payment from Buyer of all damages incurred by Seller as a result of such default. If Seller terminates this Agreement pursuant to this Section 10.1 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.

11. **Miscellaneous.**

11.1 **Seller's Disclosure Statement.** No later than ten (10) days following Buyer's execution of this Agreement, Seller shall deliver to Buyer a seller's disclosure statement pursuant to RCW 64.06.

11.2 **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.

11.3 **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: City of Lake Stevens
Attn: City Administrator
1812 Main Street
PO Box 257
Lake Stevens, WA 98258-0257
Phone: 425-377-3230

With a copy to: Greg A. Rubstello
Ogden Murphy Wallace, P.L.L.C.
901 Fifth Avenue, Suite 3500
Seattle, WA. 98164
Phone: (206) 447-7206
Email: grubstello@omwlaw.com

If to Buyer, to: Lakeview Flats, LLC
Attn: Brian Lewandowski

Manager
Issaquah, WA 98027
Phone: (425) 313-6549
Email: bcoffey@costco.com

With a copy to: Adams & Duncan, Inc., P.C.
3128 Colby Avenue
Everett, WA 98201
Phone: (425) 740-3302
Email: ChrisAdams@adamslawyers.com

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.

11.4 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

11.5 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **Time of the Essence.** Time is of the essence of this Agreement.

11.10 **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.

11.11 **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.

11.12 **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.

11.13 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Seller in the drafting of this Agreement, and Buyer acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

11.14 **Survival.** All of the representations, warranties and covenants of Seller and Buyer contained in this Agreement shall be true and correct as of the Effective Date and shall, as a condition to Closing, be true and correct in all material respects as of the Closing Date. The parties' rights to enforce such representations, warranties and covenants shall survive for a period of two (2) years following the Closing and such rights to enforce shall not be merged into any documents delivered at the Closing. It is expressly agreed and understood that no examination or investigation of the Property by or on behalf of Buyer prior to the Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements contained in this Agreement.

11.15 **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.

11.16 **Brokers and Commissions.** There are no brokers involved in this transaction. Neither party is obligated to pay a commission as a result of the sale of the Property contemplated herein.

(signatures continue on following page)

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

BUYER:

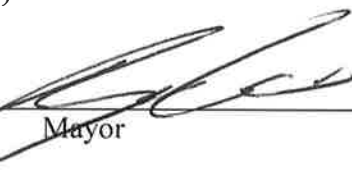
LAKEVIEW FLATS, LLC

By: 
Name Brian Lewandowski
Title manager

Date: 6-22-22

SELLER:

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

By: 
Mayor

Date: 21 June 2022

Attest:

By: 
City Clerk

Date: 6/21/2022

Approved as to Form:

City Attorney

By: _____

Date: _____

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

BUYER:

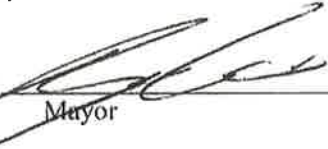
LAKEVIEW FLATS, LLC

By: 
Name Brian Lewandowski
Title manager

Date: 6-22-22

SELLER:

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

By: 
Mayor

Date: 21 June 2022

Attest:

By: 
City Clerk

Date: 6/21/2022

Approved as to Form:

City Attorney

By: 

Date: 8-8-22

[Attached binding site plan sketch.]



EXHIBIT B
(Construction Easement)

Return Address:

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page____ of document

Grantor(s) Exactly as name(s) appear on document

LAKE STEVENS, CITY OF

☐ Additional names on page__ of document.

Grantee(s) Exactly as name(s) appear on document

LAKEVIEW FLATS, LLC

☐ Additional names on page__ of document.

Legal description (abbreviated: e.g., lot, block, plat or section, township, range)

RENAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

☐ Additional names on Exhibit B of document.

Assessor's Property Tax Parcel/Account Number

00553800003100

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EASEMENT – TEMPORARY CONSTRUCTION

The GRANTOR, the **CITY OF LAKE STEVENS**, a State of Washington municipal corporation, in consideration of mutual benefits, does hereby grant and convey to LAKEVIEW FLATS, LLC, a Washington limited liability corporation, (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary construction easement in, on, over, across and upon the land in Snohomish County, Washington, legally described as follows:

RENNAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

legally described in **Attachment “A”**,

The Grantee, its contractors, subcontractors, successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours consistent with City issued permit requirements for the purpose of, but not limited to:

The staging and storage of construction materials and equipment for purposes of the active construction of the Lakeview Project described in that certain Development Agreement between Grantor and Grantee approved by Resolution No. 2022-08 of the Lake Stevens City Council.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee’s activities authorized by this easement, provided, however, that:

A. The Grantee’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

B. The Grantee’s obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Grantee and the Grantor, or of the Grantee and a third party other than an officer, agent, contractor or employee of the Grantee, shall apply only to the extent of the negligence or willful misconduct of the Grantee.

Grantee hereby waives, with respect to Grantor only, any immunity that would otherwise be available to Grantee under the Industrial Insurance Act, Title 51 RCW, for claims by Grantee’s employees arising out of Grantee’s willful misconduct or negligence, but only to the extent necessary to indemnify Grantor against any such claims.

Insurance. Grantor shall maintain and shall cause its agents to maintain commercial general liability insurance against any loss, liability or damage on, about or relating to Grantor’s activities involving the Easement or Easement Area with limits of not less than \$5,000,000 combined single limit, per occurrence and in the aggregate, and containing a deductible or self-insured retention of not more than \$10,000. The Grantor shall be responsible for paying all deductibles and self-insured

retentions. The insurance shall name the Grantee as a Primary-Non-Contributory additional insured. The insurance shall (a) be written by a company having a financial rating of at least "X" (ten) and a general policy holder's rating of "A," as rated in the most current Best's Key Rating Guide Property – Casualty, (b) have attached thereto an endorsement that such policy shall not be cancelled or materially changed without thirty (30) days prior written notice to the other party or without ten (10) days prior written notice to the other party in the event of non-payment of premium, (c) provide for severability of interests, and (d) provide that any act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the additional insured. The Grantor shall deliver a certificate of insurance for the insurance policy required under this paragraph to the Grantee within 30 days following execution of this Easement. In addition, the Grantor shall maintain Workers Compensation and Employers' Liability insurance as required by Washington State.

The rights granted hereunder, shall commence upon signature by the Grantors and shall terminate automatically and without notice upon completion of the above-described purposes, but no longer than **twelve (12) months from the date of approval of the building permit for the Lakeview Project, unless earlier terminated by Grantor by the giving of at least 60 days advance notice of its intent to cause the construction of parking lot improvements on the land.**

Upon termination of Grantee's rights to use and occupy the temporary construction easement area, Grantee shall restore that area and any adjoining property of Grantor affected by Grantee's use and occupancy of temporary construction easement area as nearly as practicable to the condition they were in immediately prior to Grantee's commencing use and occupancy of the temporary easement area, less normal wear and tear.

The Grantor hereby warrants that they are the owners of the above-described property and have authority to convey such easement.

Dated this 21 day of June, 2021

GRANTOR:

CITY OF LAKE STEVENS

By: [Signature]

Name: Brett Gabley

STATE OF WASHINGTON)

COUNTY OF Snohomish)§

I certify that I know or have satisfactory evidence that Brett Gabley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Mayor of Lake Stevens to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21 day of June, 2022.

Notary Seal



Notary: [Signature]

Print Name: Caitlin Weaver

Notary Public in and for the State of Washington

Residing in Lake Stevens, WA

My Commission Expires: 10-15-25

ATTACHMENT A

(Legal Description)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

EXHIBIT C
(Right of First Refusal)

Filed for and return to:

CITY CLERK
City of Lake Stevens
PO Box 257
Lake Stevens WA 98258

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Lake Stevens, a Washington municipal corporation
Grantee(s): Lakeview Flats, LLC, a Washington limited liability company
Reference Number(s) of Documents Assigned or Released: None
Abbreviated Legal Description: _____
Complete or Additional Legal Description on Attachment "A" of Document.
Assessor's Parcel Number(s): 00553800003800

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL ("Agreement") is made and entered into this date by and between the City of Lake Stevens, a Washington municipal corporation ("Grantor"), and Lakeview Flats, LLC, a Washington limited liability company ("Grantee"), sometimes collectively referred to as the "Parties" and individually a "Party." The Parties agree as follows:

1. Identification of Property. Grantor is the owner of the following described real property located in Snohomish County, Washington (the "Property"):

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Snohomish County Tax Parcel No. 00553800003800

2. Grantee Right of First Refusal. Subject to Grantee's completion of the Lakeview Project in compliance with the Development Agreement between the Parties for Snohomish County Tax Parcel No. 00553800003100 and in the event, Grantor elects to sell the Property, or any portion thereof, or change the use of the Property or any portion thereof from a parking lot, Grantor hereby grants to Grantee, on the terms and conditions set out below, a right of first refusal ("the Right").

2.1 Notice of Offer. In the event Grantor elects to sell the Property, or any portion thereof, and thereafter receives a bona fide written offer (the "Offer") which Grantor intends to accept, or Grantor intends to change the use of the Property or any portion thereof from a parking lot, before accepting such Offer or changing the use of the Property (as applicable), Grantor shall first give Grantee written notice of the Offer (the "Notice") and provide Grantee with a copy of the Offer. The Notice must contain all material terms relating to the Offer.

2.1.1 If the Offer includes real or personal property that is in addition to the Property, the Grantor shall provide the entire Offer to the Grantee and the Parties shall discuss, in good faith, how to segregate the material terms of the Offer that apply to the Property only. In the event the Parties are unable to enter an agreement segregating the material terms of the Offer within thirty (30) calendar days of the Notice, then the Right shall terminate and be of no further force or effect.

2.1.2 Grantee and Grantor agree that any non-cash terms set forth in the Offer shall be reduced to cash equivalent by agreement of the Parties. In the event the Parties are unable to agree to a cash equivalent on the non-cash terms of the Offer within thirty (30) calendar days of the Notice, the Right shall terminate and be of no further force or effect.

2.2 Exercise of Right. If Grantee intends to exercise the Right, then Grantee shall, within fifteen (15) calendar days following receipt of the Notice (or fifteen (15) calendar days after the resolution of the matters set forth in Section 2.1.1 and 2.1.2, if applicable), give written notice to Grantor that Grantee elects to purchase the Property (or portion thereof set forth in the Notice), upon the terms and conditions set forth in the Offer. In the event Grantee exercises the Right pursuant an intended change of use of the Property, then Grantee shall pay a purchase price equal to the fair market value for the Property as a parking lot. In the event Grantee elects to purchase the Property, or the portion thereof set forth in the Notice, Grantee and Grantor shall close the transaction within the time period set forth in the Offer, or within thirty (30) days after Grantee's election to purchase, whichever is later, or as otherwise agreed by the Parties, in writing.

2.3 No Assignment. This Agreement and the Right are personal to the Grantee. Grantee may not assign, bequest, sell, or transfer, in any fashion, this Agreement or the Right without the consent of Grantor, which consent Grantor is not required to give; provided, however, Grantor shall not unreasonably withhold, condition, or delay Grantor's consent to a request to assign this Agreement as part of a sale of the Lakeview Project.

2.4 Termination of Right. If Grantor provides the Notice and Grantee does not timely deliver the Exercise Notice as set forth in Section 2.2, above, then the Right and this Agreement shall automatically terminate and be of no further force and effect as to all of the Property. For example, if the Grantor receives an Offer for a portion of the Property and provides the Notice to Grantee, and if Grantee fails to timely provide the Exercise Notice, then the Right and this Agreement shall automatically terminate and be of no further force or effect. If the Grantee timely delivers the Exercise Notice and fails to close the transaction, then the Right and this Agreement shall automatically terminate and be of no further force or effect as to all of the Property. This Agreement shall automatically terminate and be of no further force or effect, without notice to Grantee or further action of the Parties, if Grantee defaults on any obligation owed to Grantor. For the avoidance of doubt, the Right and this Agreement shall not terminate due to Grantor's failure to comply with the terms hereof.

Dated: June 21, 2022.




Caitlin Weaver (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 10-15-25

STATE OF WASHINGTON)
)ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that Brian Lesinski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of LAKEVIEW FLATS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 22, 2022.




Caitlin Weaver (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 10-15-25

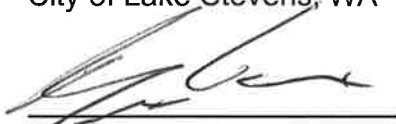
Agreement - Price of Right of First Refusal

After contacting several appraisers and reviewing excise tax listings in Snohomish County, the undersigned have determined that an official appraisal is not suitable for a Right of First Refusal due to a lack of availability of comparable standards for this type of agreement.

Therefore, the undersigned agree to a value of \$2,500.00 as consideration for the granting of a Right of First Refusal related to Tax Parcel No. 00553800003100.

Signed at Lake Stevens, Washington this 8th day of August, 2022.

Grantor:
City of Lake Stevens, WA


Brett Gailey, Mayor

Grantee:
Lakeview Flats, LLC


Brian Lewandowski, Member

ATTACHMENT A

Legal Description

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN
202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under
AFN 20220110542

EXHIBIT D
(Letter of Intent)

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

RE: Cover Letter to LOI to purchase parcel C 1800 Main Street

Thank you for your time in assisting us to gather details and put this opportunity together.

Please find attached our letter of Intent. In the foreseeable future we can enter into a formal development agreement, as desired by us and the city. This will serve to let us move, together, through the details of the frontage improvements, street improvements, utility needs, zoning requirements, parking requirements, etc.

Our vision for this property is aligned with that of the city. We are intending to build a multi-use building at the corner of Main and soon to be Mill Spur Rd. The building will have at least two frontages, if not 3. One on main, one on Mill Spur, and most likely a partial frontage towards the lake. The Building will be of modern architecture and design such as depicted in the city's visual aids. This will keep with modern building trends, and blend with the current theme of the new Mill building and adjacent park.

Due to its location this building will be thoughtfully and carefully designed and constructed. This is due in part to it being front and center to all the downtown lake Stevens activities.

The downstairs level of the building will consist of retail/restaurants. This will form a natural place of gathering for patrons of the city. We will create as much outdoor seating as can be allowed.

The second floor is proposed to be professional space.

The third floor is slated to be 3 high-end condos, this is intended to make accessible lake-front living to those who do not particularly want to buy or maintain a waterfront home. An interesting idea could be for the city to sell or lease a moorage space to these occupants, once additional dock parking has been added.

Our ownership group is interested in owning this building long term and working with the city for years to come. The building will not be built, and then sold to the highest bidder. We are local and have a vested interest in the outcome of this development.

The main access will be as depicted on the city's renderings. Either from Main street or the boat launch parking area, or both. This way there will be no significant effects when Mill Spur Rd gets closed for city events.

We will also attempt to design the build for future expansion. It is unknown how the adjacent church will proceed over the months or years to come, but its future development feels inevitable, and we should try and incorporate that parcel into the long-term plan for the downtown area.

Timeline – It is likely that the planning and development of this project would take the majority of 2021. We would then plan to break ground in early 2022. Setting us up for prime building weather in the spring. The project would take approx. 10-12 months to complete.

Thank you again for your time and consideration.

Sincerely,

The Westrock Team

LETTER OF INTENT

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

Re: Letter of Intent for Developmental Diligence, Purchase, and Development of the property located at 1800 Main Street, Lake Stevens, Washington.

Dear Mayor and City Council,

This Letter of Intent (hereinafter "LOI") sets forth certain non-binding provisions and certain binding provisions between the City of Lake Stevens ("Seller" or "City") and Westrock Construction LLC ("Developer") with respect to the possible acquisition and development of certain real property commonly known as 1800 Main Street, Lake Stevens, Washington ("Subject Property").

Subject to the negotiation and execution of a definitive and mutually acceptable agreements of purchase and sale ("Purchase and Development Agreement") and subject to the terms and conditions as outlined in this LOI within the time frame expressed in Section 7, 8, and 9 after execution of this LOI (the "Contract Negotiation Period"), the undersigned offers to perform diligence and desires to purchase and develop the Subject Property in accordance with the following terms and conditions.

NON-BINDING PROVISIONS

1. Purpose. All parties agree to proceed in accordance with the terms and conditions outlined in this LOI. City understands that the purpose of this LOI is to allow further investigation by both parties into the feasibility of entering into a formal agreement. The terms contained herein are intended to provide the parties with a basis for cooperating and for guiding their negotiations in furtherance of entering into a legally binding agreement. If the Purchase Agreement and Development Agreement are not mutually executed within the stated timeframe for any reason, this LOI shall expire and no party shall have any further rights or duties hereunder.

2. Proposed Transaction. On the terms and subject to the negotiation and execution of the Purchase Agreement and Development Agreement, Developer would purchase the Subject Property from the City for the purpose of developing a multi-use

building upon the Subject Property. Developer desires to incorporate into its design of the multiuse building, pursuant to Section 6, the following characteristics:

- Mixed-Use with active first-floor use
- Complements vision for downtown Lake Stevens;
- Contemporary Northwest Style;
- Mix of materials such as wood, stone, masonry, and metal;
- Distinctive rooflines;
- Large mullioned windows; and
- Outdoor plaza and seating areas.

3. Purchase Price. Developer would purchase the Subject Property for Five Hundred Thousand and No/100 Dollars (\$500,000).

4. Earnest Money. To be determined based upon the terms of the Purchase Agreement and Development Agreement.

5. Parties:

City:

City of Lake Stevens
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Developer:

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98528

6. Initial Inspection Period. This LOI hereby provides for an "Initial Inspection Period" of Ninety (90) days from the date of execution and further provide for two (2) thirty (30) day extensions (respectively the "First Extension Period," and the "Second Extension Period") at the mutual option of City and Developer, if needed, during which periods Developer shall investigate, inspect and study the Subject Property to determine if all aspects of the Subject Property are acceptable to Developer, in its sole and absolute discretion (the "Due Diligence Period"). Developer may, at Developer's sole risk and expense, access the Subject Property to perform preliminary due diligence activities following the execution of this LOI and give the City at least 3 business days' notice of the date it intends to enter the Subject Property to make any inspections. The Developer shall provide no less than monthly updates to the City. Monthly updates shall include all activities associated with marketing the property including uses, franchises and users

contacted, marketing material, issues and/or concerns being raised by potential uses and other relevant material related to the development of the site including limitations expressed by potential users. Upon completion of the initial inspection period, the Developer shall present a "Proposed Development Plan" with any modifications that Developer proposes may be necessary, to the City for City's approval or rejection in the City's sole discretion. If the City approves the "Proposed Development Plan", it shall hereinafter be the "Development Plan". If the City rejects the approval, Developer and City may use thirty (30) days to attempt to resolve their differences. If the differences are not resolved within the thirty (30) days, or any mutually agreed extension, this LOI shall terminate without liability from either party to the other.

7. Due Diligence Period. If the City approves the Development Plan pursuant to Section 8, the parties shall proceed to the "Due Diligence Period." During the Due Diligence Period, at Developer's request and at Developer's expense, City shall cooperate in achieving any necessary governmental approvals for Developer's intended use of the Subject Property. Zoning consideration shall not occur until the project has met full design requirements and preliminary engineering requirements. Submission of zoning shall include proper application as required by applicable zoning ordinances. The Due Diligence Period shall be one hundred twenty (120) days from inception.

8. Terms of Purchase. Through the completion of the Due Diligence period, if the project is mutually agreeable to the Developer and City, a Purchase Agreement and Development Agreement may be entered into between the Developer and the City establishing a purchase price pursuant to Section 3. The Purchase Agreement and or a Development Agreement shall include performance benchmarks for final zoning and subdivision actions and any necessary development agreement. The Purchase Agreement and or Development Agreement by and between City and Developer shall be consistent with the terms outlined in this LOI and such other terms and conditions as are customary and as the parties may mutually agree on, provided however, unless otherwise agreed to in the Purchase Agreement and or Development Agreement, shall not modify or alter the terms contained herein. Developer will also purchase all of City's rights, title and interest in all of the maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist concerning the Subject Property. Developer may assign any Purchase Agreement or Redevelopment Agreement subject to the reasonable acceptance of the City.

9. Expiration of Offer. If City has not executed this document and returned it to Developer within fifteen (15) days from the date of execution, this LOI shall be considered null and void, provided that Developer has not agreed in writing to extend the date for City's acceptance.

10. Commission. City would pay all commissions due with respect to the sale of the Subject Property at closing pursuant to a separate agreement. Developer shall not be entitled to commissions unless they are provided for in the Purchase or Development Agreement.

11. Authorized Signatory. It is hereby warranted that the individual signing this LOI on behalf of City or Developer is authorized to sign on behalf of such party and to enter into this LOI. This LOI may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument.

BINDING PROVISIONS

A. Exclusivity. Until the Purchase Agreement and Development Agreement have been duly executed and delivered by all the parties or until the Binding Provisions have been terminated pursuant to Paragraph B below, whichever occurs sooner: (i) City will not enter into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging the Subject Property to any other person or entity; and (ii) City agrees to take the Subject Property off the market and that it will not furnish any information concerning the Subject Property to any other person or entity for the purpose, in whole or in part, of considering an offer with respect to the purchase of the Subject Property.

B. Termination: The Binding Provisions of this LOI may be terminated: (i) at any time by mutual written consent of City and Developer; or (ii) upon written notice by any party to the other party if the Purchase Agreement and Development Agreement have not been executed and delivered by all parties by March 31, 2021; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder.

C. Fees and Costs. In the event of a breach of this LOI by a party, the successful party in any proceeding to enforce the terms shall be entitled to recover costs and attorney fees.

DEVELOPER:



By: Brian Lewandowski
Its: manager

Dated: 6-22-22

CITY:



By:
Its:

Dated: 21 June 2022

Our Team

Brian Lewandowski

Investor, Owner – Westrock Construction

Brian has been a local business owner for the last decade. He owns a residential construction company, is a majority owner of Westrock Construction and owns a local roofing company. He shines in his ability to manage and assemble a successful team. He has been a member of the Lake Stevens Chamber of Commerce for the last 3 years and enjoys being a part of the community and giving back to local organizations like the Lake Stevens Food Bank, and the Everett Family YMCA, where he also assists his wife Amy who is currently the chair for their annual campaign.

Christopher D. Adams

Attorney/Consultant/Investor:

Managing Partner of Adams & Duncan Law Firm

Christopher D. Adams is an attorney located in Everett, Washington practicing in the areas of corporate law, commercial real estate and banking. His commercial real estate experience includes large transactions, land use, and environmental contamination. Mr. Adams is currently the Chairman of Coastal Community Bank and his banking experience includes helping to structure commercial real estate loans, mezzanine debt, capital call lines, and interest rate swaps. In addition to his law degree (JD), Mr. Adams holds a Masters in Business Administration (MBA) and Masters in Tax Law (LLM).

As an active resident of the Snohomish County community, Mr. Adams grew up in Lake Stevens and graduated from Lake Stevens High School. Mr. Adams currently serves as the Chair of the Community Board of Providence Hospital (Everett), and he provides regular pro bono legal services to many local nonprofit organizations, including in Lake Stevens.

Jon Gebow

Investor, Owner – Westrock Construction:

Jon worked for Sierra Construction gleaming over 20 years of commercial construction expertise before starting his own company and becoming an owner of Westrock Construction. See attached Bio for experience reference.



JON GEBOW | SUPERINTENDENT

Jon has been a Sierra employee since 1989. Starting as a carpenter in the field, he worked his way to Superintendent in 2006. With over a decade of experience in the field on a variety of projects, Jon has a strong understanding of challenges that may arise and their solutions. Jon excels in leadership roles as well as managing project schedules. His positive, hardworking attitude with a continued passion for construction outside of the professional industry makes him an asset to any project.

SELECTED PROJECT EXPERIENCE

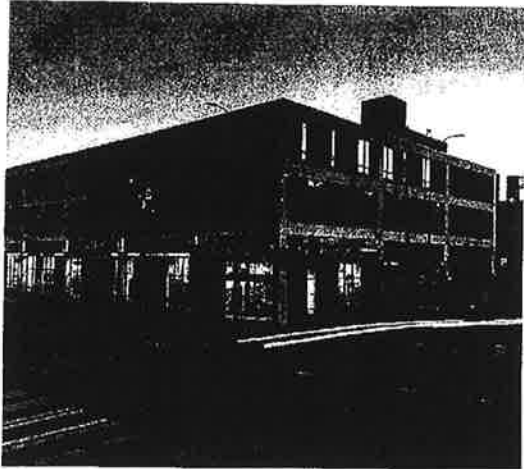
Linden Flats - Seattle, WA

Breaking ground in November of 2016, the Linden Flats apartment building was completed June of 2018. The owner of the project, GMD Development, specializes in affordable housing and this project falls into that category. Located in North Seattle just East of Bitter Lake, the newly constructed seven-story Linden Flats apartment building has 170 affordable units. Income-qualified residents can experience an amenity rich, modern community close to community transit, minutes to Seattle. Linden Flats offers 1, 2 and 3 bedroom units. Each unit features large, energy efficient windows, in-unit washer and dryer, radiant heating, modern cabinets and quartz countertops. Carpeted bedrooms and wide plank wood vinyl flooring finish off units with a cosmopolitan style. Amenities include a game room, community room, bike storage room, garage parking, on-site storage and fitness center. The building's C-shaped structure surrounds the outdoor central courtyard which includes gas BBQ grills, outdoor dining, lounge area with fire pit, and a turf lawn for year-round use. A pet friendly apartment building, Linden Flats also offers a wash room for pets and bicycles alike. Unique features to the building itself include a solar-thermal preheating system for domestic water. Additionally, Linden Flats also utilizes a photo-voltaic system for common amenity power consumption.



JON GEBOW

SUPERINTENDENT

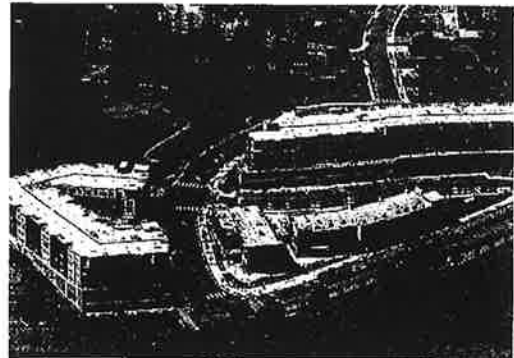


Uptown 11 - Seattle, WA

This Queen Anne mixed use project is a three story, 42,700 square foot building with ground level retail and upper floor residential units. The two and a half level underground parking garage has 65 stalls. A total of 34 residential units ranging from studio to two bedroom spaces span the top two floors, some offering a private balcony. Uptown has a 9,500 green with 2,145 square feet of roof deck amenity space. The ground level retail space's main tenant (CVS Pharmacy) occupies 16,000 square foot space, and an additional micro-retail space is 170 square feet. Delivery loading considerations were taken, which required the design to accommodate a pre-existing alley that separates the project from Tribeca Condos. Finishes include glass awnings, mural panels louvers and cement board.

Village at Beardslee Crossing (Phases 1A, 2A & 2B) - Bothell, WA

This multi-phased project consisted of the construction of 300 residential units, with ground level retail designed around a brewery and distillery anchor tenant. Phase 1A consisted of the construction of a 231,799 square foot apartment building with two levels of underground parking, ground level retail space and four levels of wood-framed residential apartments with 146 market rate apartments include Additional amenities include a fitness center, a club room and an outdoor patio with covered seating areas.



Phase 2B added 158 market rate apartment units in an additional building with 12,564 square feet of retail space at ground level. Between the two buildings, residential units included studio, one and two bedroom units ranging in size from 514 square feet to 1,189 square feet. Amenities within the buildings include common area kitchen, leasing offices, fitness rooms, three (3) hydraulic elevators, a fitness center, a club room and an outdoor patio with covered seating areas.

Phase 2B consisted of approximately 36,510 square feet of retail and restaurant space (20,005 North building retail and 16,505 square feet of restaurant, brewery and distillery).

Tamarack Distribution Center - Sumner, WA

In May, 2015 Sierra successfully completed construction of a 159,250 SF speculative concrete tilt-up project for Sumner Tamarack, LLC (Panattoni Development) in Sumner, WA. This building sits on a 7 acre site and was designed and constructed as a LEED Certified building. Construction of the building and related site work started in November, 2014 and was turned over for tenant use in May, 2015.



EXHIBIT E
(Planned Action Certification)

NOTICE OF PLANNED ACTION CERTIFICATION

Project Name: Lakeview Flats, LLC
Project Location: 1800 Main Street, Lake Stevens, WA 98258 / APN # 00553800003100
Project File No's.: LUA2022-0036: Development Agreement, LUA2022-0069: Administrative Design Review, and LUA2022-0070: Construction Plans
Applicant: Brian Lewandowski, Lakeview Flats, LLC

Proposed Project Description: The applicant is proposing to construct a 17,128 square foot, three-story mixed-use building at 1800 Main Street. This application is consistent with the Downtown Subarea Planned Action Ordinance and thereby qualifies as a Planned Action pursuant to Lake Stevens Municipal Code (LSMC) 14.38.120. This notice serves as the threshold determination under the State Environmental Policy Act (SEPA) for the development agreement and implementing permits. Under the Planned Action development thresholds, this proposed project uses six dwelling units, 7,052 square feet of retail area and will generate 39-new PM peak hour trips.

Permits Required: Development Agreement approval, administrative design review, construction plan approval, building and right-of-way use permits.

Dates of Application: March 7, 2022, April 28, 2022 and May 6, 2022

Notice of Complete Application Issued: May 18, 2022

Planned Action Determination Issued: May 18, 2022

Lead Agency:

The city of Lake Stevens, acting as lead agency for this proposal, has determined that this project does not have a probable significant adverse environmental impact and qualifies as a Planned Action under the Downtown Subarea EIS following review of an environmental checklist and other information on file.

Comment Period: There is no comment period for this Planned Action Certification. Please contact Christi Schmidt, Senior Planner with any questions at 425-622-9438 or by email at cschmidt@lakestevenswa.gov.

SEPA Responsible Official:

May 18, 2022

Russ Wright, Community Development Director, City of Lake Stevens
PO Box 257, Lake Stevens WA 98258

Date

It is the City's goal to comply with the American with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.

Distribution: Applicant
Official City Notification Board (City Hall)
State Distribution List



CHICAGO TITLE

COMPANY OF WASHINGTON

QUESTIONNAIRE AND AUTHORIZATION

Escrow No.: 500136003-CH
Property: 1800 Main Street
 Lake Stevens, WA 98258

Seller(s): City of Lake Stevens
Buyer(s): Lakeview Flats LLC

In order that we may receive needed information, please furnish us with the following:

List below the loans affecting this property to be paid at the time of closing: (Please list additional information on the back, if needed.)

1. Name of lender to be paid: NA - city owned
 Loan Acct No.: _____ Lender's Phone No.: _____
 Have you entered into a forbearance agreement or loan modification with this lender? ☐ Yes ☐ No
2. Name of lender to be paid: _____
 Loan Acct No.: _____ Lender's Phone No.: _____
 Have you entered into a forbearance agreement or loan modification with this lender? ☐ Yes ☐ No

Is there a mobile home located on the property? ☐ Yes ☒ No If yes, who holds the original title?

Name: _____

Address: _____

Phone No.: _____ You are authorized to obtain a copy of said title from the Beneficiary/Legal Owner.

Are you a part of a water, road maintenance, condominium or homeowners association? ☐ Yes ☐ No

If yes, please provide the following: (Use back if necessary.)

Name of Association: _____ Email: _____

Secretary/Treasurer or Management Co.: _____ Phone No.: _____

Payments are made to (name/address): _____

Are you billed by city/county/state for utilities? (Ex.City water, sewer, garbage) ☒ Yes ☐ No

If yes, provide the following: (Use back if necessary)

Name: Snohomish County PUD Phone No.: 425-783-1000

Name: Lake Stevens Sewer District Phone No.: 425-334-8588

(Note: The closing agent may be required to collect and pay only those utilities directed by the purchase and sale agreement that have lien rights against the property. This does not include any private utility companies. The seller is responsible for obtaining and paying the final billings on all utilities and services not paid at closing. **In addition, if the seller wishes to be reimbursed for propane and/or oil left in the tank(s), the seller must obtain a written statement as to the quantity and current price from the propane and/or oil supplier and submit it to escrow prior to the buyer signing their documents.**)

QUESTIONNAIRE AND AUTHORIZATION

(continued)

Escrow No.: 500136003-CH

Is there a SEWER ASSESSMENT? ☐ Yes ☒ No If Yes, please provide Account No., Site No., etc.

Are there any Local Improvement District (LID) Assessments owing? ☐ Yes ☒ No If Yes, please provide Account No., purpose, amount owing, etc. (Use back if necessary)

Is there an OIL or PROPANE TANK? If so, who is the company?

No

If seller financing involved, by whom/where will payments be collected on the Deed of Trust/Real Estate Contract? (Provide name and address)

Lakeview Flats LLC, Lake Stevens WA 98258

Do you have any leased/rented equipment/fixtures on the property? ☐ Yes ☒ No If yes, please provide the following: (Use back if necessary.)

Name: _____

Address: _____

Account No.: _____ Phone No.: _____

Any remodeling/construction done within the last 90 days? ☐ Yes ☒ No

Is the property rented? ☐ Yes ☒ No If yes, who pays water/sewer/garbage ☐ Tenant ☐ Owner

Rent Payments are made to (name/address): _____

Will you be using a Power of Attorney? ☐ Yes ☒ No If your answer is yes:

Who is giving Power of Attorney? _____

Who is signing on your behalf? _____

If the Power of Attorney is not already recorded, please provide us with a copy.

If the Power of Attorney is recorded, please provide name of the county in which it is recorded: _____

Will you be doing a Tax Deferred Exchange? ☐ Yes ☒ No If your answer is yes:

Company Name and Phone: _____

Have you ever filed bankruptcy? ☐ Yes ☒ No If your answer is yes:

What type of bankruptcy? _____ Bankruptcy Case No.: _____

Attorney Contact Information: _____

County bankruptcy was filed in and year: _____

QUESTIONNAIRE AND AUTHORIZATION

(continued)

Escrow No.: 500136003-CH

Please provide us with your Taxpayer Identification Number: 91-601-8875

Please provide your address: 1812 Main Street NE, Lake Stevens WA 98258

Contact Information:

Seller #1

Cell Phone: 425-4073497

Phone: _____

Email: bgailley@lakestevenswa.gob

Seller #2

Cell Phone: _____

Phone: _____

Email: _____

The best way to contact you? ☐ Cell ☐ Phone ☒ Email

The best way to contact you? ☐ Cell ☐ Phone ☐ Email

*Forbearance: An agreement made between a mortgage lender and delinquent borrower in which the lender agrees not to foreclose on a mortgage and the borrower agrees to a mortgage repayment plan that will bring the borrower current on their payments.

QUESTIONNAIRE AND AUTHORIZATION

(continued)

Escrow No.: 500136003-CH

The undersigned hereby authorizes all of my/our creditors to release payoff information and figures, and other information about my/our debt whether current or delinquent, to any representative of Chicago Title Company of Washington and/or Cheryl Haugen and/or Lindsey Sphung. Further, if there is a fee charged by creditor, I/we agree to pay same.

****FOR LINE OF CREDIT LOANS, UPON RECEIPT OF A REQUEST TO PROVIDE A PAYOFF DEMAND, AUTHORIZATION IS HEREBY GIVEN AND DEMAND MADE TO FREEZE THE ACCOUNT. FURTHER, UPON RECEIPT OF PAYOFF FUNDS, THE LENDER IS ALSO AUTHORIZED AND INSTRUCTED TO IMMEDIATELY CLOSE AND CANCEL THE ACCOUNT AND TO RELEASE ANY AND ALL SECURITY FOR SAID LINE OF CREDIT LOAN.****

Delivery to buyer(s) and seller(s) as used in this transaction, unless otherwise stated herein, is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company of Washington as set forth herein.

By signing below and giving of your email address, you are authorizing Chicago Title Company of Washington to email you your escrow related documents.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Lake Stevens

DocuSigned by:
BY: Russell Wright
Russell Wright 97D0CD47F9F741E...
Community Development Director

8/17/2022
Date

ADAMS & DUNCAN, INC., P.S.

A Professional Service Corporation
LAWYERS

CHRISTOPHER D. ADAMS
Chris.Adams@AdamsLawyers.com

3128 COLBY AVENUE
EVERETT, WASHINGTON 98201

TELEPHONE: (425) 339-8556
FACSIMILE: (425) 339-2353

August 2, 2022

Sent via Email

Brian Lewandowski
brian@westrockcon.com

Re: *First Right of Refusal*

Dear Brian:

After contacting several appraisers and reviewing excise tax listings in the county, we have determined that an official appraisal was not suitable for a First Right of Refusal due to a lack of availability of comparable standards for this type of agreement.

Therefore, we have valued the consideration contemplated at Section 3 of the First Right of Refusal at \$2,500.00 based on the structure of the agreement. As you know, the First Right of Refusal is based on a fair market value at the time of purchase, which means to acquire the first right to purchase today has little value over time.

If you have any questions, please let me know. Thank you.

Sincerely,

Sent without signature to avoid delay

Christopher D. Adams

Carl D. Schremp, Attorney
 Return Name
 3128 Colby Avenue
 Street Address
 Everett, WA
 City, State, ZIP



202209060259
AGREEMENT Rec: \$248.50
 9/6/2022 12:02 PM 46 PG
 SNOHOMISH COUNTY, WA



Snohomish County Recording
A Division of the Auditor's Office

Standard Cover Sheet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s)

- | | |
|--------------------------|----------|
| 1. Development Agreement | 3. _____ |
| 2. _____ | 4. _____ |

Reference Number(s) of Related Documents

202110295003; 20220110542

Additional reference numbers on page _____

Grantor(s)

- | | | | |
|-------------------------|------------|----------------|-------|
| 1. City of Lake Stevens | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |
| 2. _____ | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |

Additional names on page _____

Grantee(s)

- | | | | |
|------------------------|------------|----------------|-------|
| 1. Lakeview Flats, LLC | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |
| 2. _____ | _____ | _____ | _____ |
| Last Name | First Name | Middle Initial | |

Additional names on page _____

Legal Description (abbreviated form: ie lot, block, plat or section, township, range)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF DEEDED TO CO RECAF NO 962679

Assessor's Property Tax Parcel/ Account Number

00553800003100

☐ Number not yet assigned

Additional numbers on page _____

DEVELOPMENT AGREEMENT WITH LAKEVIEW FLATS, LLC TO CONSTRUCT A COMMERCIAL BUILDING IN DOWNTOWN LAKE STEVENS

This Development Agreement (**Agreement**) is made this 21st day of June, 2022 ("**Effective Date**"), by and between the City of Lake Stevens, a Washington municipal corporation (the "**City**"), and Lakeview Flats, LLC, a Washington limited liability company ("**Lakeview**"). The City and Lakeview may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

I. RECITALS

- A. The City is a noncharter Optional Municipal Code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of the real property known as 1800 Main Street and specify zoning and land use regulatory controls with the jurisdictional limits of the City.
- B. The City has authority under RCW 36.70B.170 through 36.70B.210 and Lake Stevens Municipal Code ("**LSMC**") section 14.16C.055 to enter into a development agreement with a person having ownership or control of real property wherein they agree to development standards and other provisions that shall apply and govern and vest the development, use and mitigation of the real property. This Agreement is also entered into under the City's general contracting authority and the City's State Environmental Policy Act ("**SEPA**") mitigation agreement authority.
- C. The City owns a commercially zoned parcel of real property generally identified as 1800 Main Street (Parcel No. 00553800003100), located at the intersection of Mill Spur (18th Street NE) and Main Street ("the Project Property"), legally described in **Exhibit A** and depicted on **Exhibit B** (Site Plan) hereto. The Project Property is entirely within the Downtown Planning Area of the City.
- D. The City adopted the Downtown Lake Stevens Subarea Plan (Downtown Plan) pursuant to RCW 36.70A.080, which identifies preferred land uses, establishes development thresholds and defines the necessary capital improvements for implementation of the Downtown Plan to increase the City's employment base and to promote economic development in this area.
- E. Pursuant to Chapters 35.77 and 47.26 RCW the City prepared and adopted its 2022 -2027 Transportation Improvement Plan ("**TIP**"), consistent with the Capital Facilities Element of the City's Comprehensive Plan, which includes road improvements for Mill Spur and Main Street that front the Project Property.
- F. Lakeview intends to purchase the Project Property from the City pursuant to a separate purchase and sale agreement (the "**PSA**") substantially in the form attached hereto as **Exhibit C**. Upon completion of the purchase, Lakeview will own the Project Property.
- G. Lakeview intends to develop, construct and operate on the Project Property a mixed-use commercial building consistent with the Letter of Intent attached hereto as **Exhibit D**. and with parking and other infrastructure improvements ("**Lakeview Project**").

- H. The City also owns real property west of the Project Property at 1709 123rd Dr. N.E. (Parcel No. 00553800003800). The City intends to develop the parcel to serve as a public parking facility. The City has considered its availability to users and patrons of the Lakeview Project for Lakeview to meet the parking requirements of Ch. 14.72 LSMC. City shall be responsible for the parking lot design sufficient for the permitting of a parking lot on this parcel. The parking lot will be constructed at the sole cost and expense of the City. The City also agrees, with respect to the parcel, (i) to grant Lakeview as incentive for Lakeview to timely complete construction of the Lakeview Project, a construction easement on the parcel during the construction of the Project Property, for a period of up to twelve months from the date of building permit approval for the Lakeview Project (subject to 60 day notice to vacate for construction of parking lot improvements) and (ii) for fair market consideration to grant Lakeview a right of first refusal to purchase the parcel during the fifty (50) year term of the right of first refusal, if the City should decide to sell the parcel.
- I. Both the City and Lakeview find it desirable to enter into this Agreement to plan for the orderly development of the Lakeview Project and the necessary environmental mitigation and public transportation infrastructure to support the Lakeview Project.
- J. The City finds that the Lakeview Project will provide economic and community benefit to the City and its residents. The public benefits of entering into this Agreement for the Lakeview Project include increased property and sales tax revenues and the creation of employment opportunities for residents of the City in the Downtown Lake Stevens Subarea.
- K. The mutual goals that will be achieved through implementation of this Agreement include, without limitation:
- i. Facilitating development of the Lakeview Project within the Downtown Lake Stevens Subarea, which will provide needed goods, services and employment opportunities to Lake Stevens' residents;
 - ii. Maximizing the effectiveness of public and private planning and financial resources to coordinate development of the Lakeview Project and related public infrastructure;
 - iii. Providing certainty and predictability for development of the Lakeview Project; and
 - iv. Generating increased property and sales tax revenues for the City and Snohomish County.

II. AGREEMENT

1. Lakeview Project. In exchange for the promises and consideration contained in this Agreement, Lakeview shall have the vested right to construct the Lakeview Project, which will include a building that contains approximately 17,128 square feet, 26 onsite parking spaces (supplemented by the availability of 14 street public parking spaces and 7 offsite public parking spaces, as generally depicted on **Exhibit B pursuant to the current development regulations of the City**. The target date for completion of the Lakeview Project is eighteen (18) months from approval of required building permit, which permit shall be applied for and pursued by Lakeview with due diligence immediately following the execution of this Agreement. Lakeview shall not be found to have violated this Agreement if the Lakeview Project undertakes reasonable efforts in the exercise of due diligence to complete the Lakeview Project by the target date or as soon thereafter as in the exercise of due diligence is possible.

2. Design.
 - a. Mixed-Use with active first-floor use;
 - b. Complements vision for downtown Lake Stevens;
 - c. Contemporary Northwest Style;
 - d. Mix of materials such as wood, stone, masonry, and metal;
 - e. Distinctive rooflines;
 - f. Large, mullioned window; and
 - g. Outdoor plaza and seating areas.
3. Parking. Pursuant to Lake Stevens Municipal Code 14.72.020 Flexibility in Administration Required, the permit-issuing authority may permit deviations from the presumptive requirements and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the standard set forth in Section 14.72.020(a). Lakeview has provided a parking study to justify its need for use of public on-street and off-street parking allowed in LSMC 14.38.060 and further supported by LSMC 14.72.010(a), which requires that developments in the Central Business District provide sufficient parking spaces to accommodate the number of vehicles likely to be attracted to the development and the downtown Lake Stevens Subarea Plan vision to reduce parking for each development site. The City approves this request to allow parking as shown on **Exhibit B** for the Lakeview Project to satisfy parking requirements for the Lakeview Project. The City will not require Lakeview to update its parking study or any other documents, reports, or plans based on the parking shown on **Exhibit B**.
4. Frontage Improvements. The construction of the Lakeview Project is dependent on the City's construction of the following frontage improvements and extension and/or upgrading of affected utilities improvements (hereinafter collectively "**Frontage Improvements**"). The City will complete the construction of Mill Spur as a planned capital improvement this year. Lakeview is responsible to construct the frontage improvements shown on **Exhibit B** outside of the Mill Spur Project.
5. Responsibility for Design and Construction.
 - a. Lakeview will be responsible for the design (except as otherwise provided herein) and construction of 1800 Main Street outside of the Mill Spur limits and related utilities including but not limited to necessary sewer, water, stormwater and communications improvements.
 - b. The City will be responsible for the design and construction of Mill Spur and Main Street Intersection, which work Lakeview acknowledges has been substantially completed.
6. Timing of Lakeview's Closing. The PSA will govern the timing of the closing of Lakeview's acquisition of 1800 Main Street.
7. Transportation Mitigation, Impact Fees, and Concurrency. Lakeview shall pay Transportation Mitigation, Impact Fees due pursuant to Chapter 14.112 LSMC as assessed at the rates then in effect at the time of building permit issuance as provided in LSMC 14.112.100. The City confirms that the Lakeview Project is concurrent. The City agrees that no further concurrency review and/or mitigation of transportation impacts are required for the Lakeview Project.

8. State Environmental Policy Act (Ch. 43.21C “SEPA”) / National Environmental Policy Act (40 CFR Parts 1500-1508 “NEPA”) Compliance. SEPA and NEPA compliance for the Development shall occur in accordance with the provisions of this Paragraph:
- a. Planned Action Determination. The Lakeview Project is within the area described in City Ordinance No. 1025, which approved a SEPA Planned Action for the Downtown Subarea, pursuant to RCW 43.21C.031 (“**Planned Action Ordinance**”). The Planned Action Ordinance and supporting documentation addressed the environmental impacts associated with development within the Downtown Subarea to facilitate and expedite the environmental review of future individual development projects. The Lakeview Project is an implementing project for purposes of the Planned Action Ordinance. The Planned Action Certification is attached hereto as **Exhibit E**.
 - b. Confirmation of Consistency. The Lakeview Project is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action Project and has received a planned action certification, attached as **Exhibit E**, that complies with Chapter. 43.21C RCW, Chapter 16.04 LSMC and LSMC 14.38.120 after review of Lakeview’s environmental checklist and planned action checklist.
 - c. Except as described below, no SEPA threshold determination, environmental impact statement, or additional SEPA review shall be required for the Lakeview Project. Future development permit applications implementing this Agreement will not require additional SEPA review if the City confirms that the application is consistent with the Planned Action Determination.
 - d. Further SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the “mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW” that are applicable to the Lakeview Project. Pursuant to RCW 43.21C.240(2) & (3), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Lakeview Project.
 - e. Submission of Documentation to Determine Development Consistency. For each permit application that would otherwise be subject to SEPA review, Lakeview shall submit a completed SEPA checklist, or other documents acceptable to the City’s Designated Official, to confirm consistency of the proposed development with this Agreement and the existing SEPA determinations. Submission of the future SEPA checklist or other documentation is for informational purposes to confirm consistency of the proposed development and mitigations established in this Agreement and shall not be a basis for additional SEPA process or mitigation so long as the proposed development materially conforms to the terms of this Agreement and no additional significant, adverse environmental impacts are identified using the following criteria.
 - f. Limitations on Additional SEPA Review and Mitigation for Implementing Applications. This Agreement is consistent with the Planned Action process, and the SEPA mitigation for the build out of the Lakeview Project has been incorporated into this Agreement. As such, the Designated Official may require further SEPA review and mitigation only to the extent that an implementing entitlement approval or requested modification meets the following conditions:
 - i. The City concludes that a requested entitlement application is likely to cause unmitigated, significant, adverse environmental impacts that have not been

previously analyzed in the Planned Action process or other SEPA environmental documents; or

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

9. Vested Rights and Term. The Lakeview Project shall be governed by this Agreement and is vested to the applicable provisions of the City of Lake Stevens Municipal Code and other land use regulations and controls in effect on the Effective Date of this Agreement. Lakeview shall have the right to construct the Lakeview Project in accordance with this Agreement and the City's substantive land use regulations and controls including, but not limited, to mitigation, zoning, and construction regulations in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is five (5) years to commence on the Effective Date unless the expiration date is extended by the mutual written agreement of the Parties per Chapter 14.16A and 14.6B LSMC, but in no event shall the vesting period exceed one hundred and twenty (120) months (10 years) from the effective date of this Agreement. Unless otherwise agreed to by the Parties, Lakeview shall apply for all necessary permits and project approvals for the Lakeview Project within the Agreement's five (5) year term. For purposes of this Agreement, the City's land use regulations and controls are "development standards" as that term is defined in RCW 36.70B.170(3) and are vested for the term of this Agreement and are material to Lakeview's decision to enter into this Agreement. Complete applications submitted during the term of this Agreement shall be governed by the City's land use regulations and controls in effect on the Effective Date of this Agreement regardless of whether those applications remain under review following the expiration of this Agreement.
10. Limitation on Imposition of New or Modified Land Use Regulations. In accordance with RCW 36.70B.180, during the term of this Agreement the City shall not modify or impose new or additional development standards applicable to the Lakeview Project. To the extent this Agreement does not establish development standards, process, procedures, or similar elements covering a certain subject, element or condition, then the Lakeview Project shall be governed by the City's land use regulations and controls in effect upon the Effective Date of this Agreement, except as follows:
- a. Stormwater Detention and Treatment. The stormwater standards applicable to the Lakeview Project are set forth in LSMC Chapter 11.06 and the 2014 DOE Stormwater Manual for Western Washington. Except as state law or NPDES permits may otherwise require, the Lakeview Project is vested to these stormwater standards for the five (5) year period established in Paragraph 12 (*Vested Rights and Term*).
 - b. Serious Threat to Public Health or Safety. The City Council may modify one or more of the City's land use regulations and controls during the term of this Agreement to the extent required to avoid a serious threat to the public health or safety. Any serious threat must be reasonably believed to be imminent and permanent.
 - c. Updated International Codes Apply. Notwithstanding the foregoing, the International Building Code, International Fire Code, and other construction codes in effect in the

State of Washington, and as adopted by the City of Lake Stevens on the date of filing a complete building permit application for the Lakeview Project, shall apply.

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

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

- i. Modifying the term of this Agreement.

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

12. Agreement to Run with the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Lakeview’s successors and assigns.
13. Definitions. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford’s American Dictionary, Merriam-Webster’s Dictionary, or the American Heritage Collegiate Dictionary.
14. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City’s Comprehensive Plan, or the LSMC, the terms of the body of this Agreement shall control.
15. Recitals and Exhibits Incorporated by Reference. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by this reference and shall be considered as material terms of this Agreement.
16. Integration. This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
17. Headings. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
18. Obligation to Abide by Law. The Parties acknowledge their respective obligations to abide by county, state and federal laws and regulations which may be applicable to this Agreement. Subject to the terms hereof, the City shall not be prevented from enforcing such laws where applicable or where related to City funding requirements.
19. Reservation of Police Power or Condemnation Authority. By executing this Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Lakeview Project to the extent required by a serious threat to public health or safety.

20. Recordation. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Snohomish County Auditor at Lakeview's expense following final execution. Lakeview shall promptly provide the City with proof of such recording.
21. Authority. By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.
22. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.
23. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
24. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.
25. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary events or conditions (including governmental restrictions and responses thereto) such as war, riot, labor disputes, pandemics, recessions (two consecutive quarters of declining GDP), or other causes that affect the performance of this agreement beyond the reasonable control of the obligated party. Except if caused by a force majeure event or as otherwise provided in Paragraphs 6-8, the City's or Lakeview's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.
26. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Lakeview Flats, LLC
Brian Lewandowski
Manager
5418 – 123rd Ave NE
Lake Stevens, WA 98258

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

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

27. **Dispute Resolution.** It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.
- a. **Appeals of Permit Decisions.** All appeals of permit decisions related to the Lakeview Project shall be governed by the applicable provisions of the LSMC.
 - b. **Settlement Meeting.** If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting. The City shall send the Designated Official and persons with information relating to the dispute, and Lakeview shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.
 - c. **Unresolved Disputes.** If the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**". The Defaulting Party shall have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this Agreement. The Parties may in their joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired, and the default remains materially uncured at such time.
 - d. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in Snohomish County Superior Court.
 - e. **Specific Performance.** The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
 - f. **Attorneys' Fees.** In any administrative or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees,

expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

28. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
29. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
30. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.
31. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
 - a. **Exhibit A** – Legal Description of Project Property
 - b. **Exhibit B** – Site Plan of Project Property
 - c. **Exhibit C** – Purchase and Sale Agreement
 - d. **Exhibit D** - Letter of Intent
 - e. **Exhibit E** – Planned Action Certification
32. Compliance with Other Regulatory Agency Requirements. The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Lakeview Project which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Lakeview Project may include, without limitation, the Washington State Department Ecology, the Army Corps of Engineers, and the Washington State Department of Labor and Industries.
33. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
34. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Development. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

[Signatures follow.]

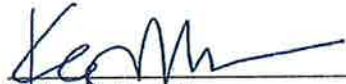
IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

CITY OF LAKE STEVENS

By: 

Brett Gailey, Mayor

ATTEST:


Kelly Chelin, City Clerk

APPROVED AS TO FORM:


Greg A. Rubstello, City Attorney

STATE OF

Washington

)

SS:

COUNTY OF

Snohomish

)

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

DATED: June 21, 2022.




Print Name: Caitlin Weaver
NOTARY PUBLIC in and for the State of Washington, residing at: 8214 23rd PL NE
My Appointment Expires: 10-15-25

[Signature follows.]

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

LAKEVIEW FLATS, LLC

By: [Signature]
Name: Brian Lewandowski
Its: manager

APPROVED AS TO FORM:

[Signature]
, Attorney for Lakeview Flats, LLC
John O. Curry, WSBA # 56914

STATE OF Washington)
)
COUNTY OF Snohomish) ss:

I certify that I know or have satisfactory evidence that John O. Curry is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the on behalf of of ~~the~~ Lakeview Flats, LLC ~~that~~ executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: June 24, 2022.



[Signature]
Print Name: Gretchen S. Leach
NOTARY PUBLIC in and for the State of
Washington, residing at:
Lake Stevens
My Appointment Expires: 3/17/2024

Exhibit A
(Legal Description)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF
DEEDED TO CO RECAF NO 962679

Snohomish County Tax Parcel No.: 00553800003100

Street Address: 1800 Main Street

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003
as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

EXHIBIT B

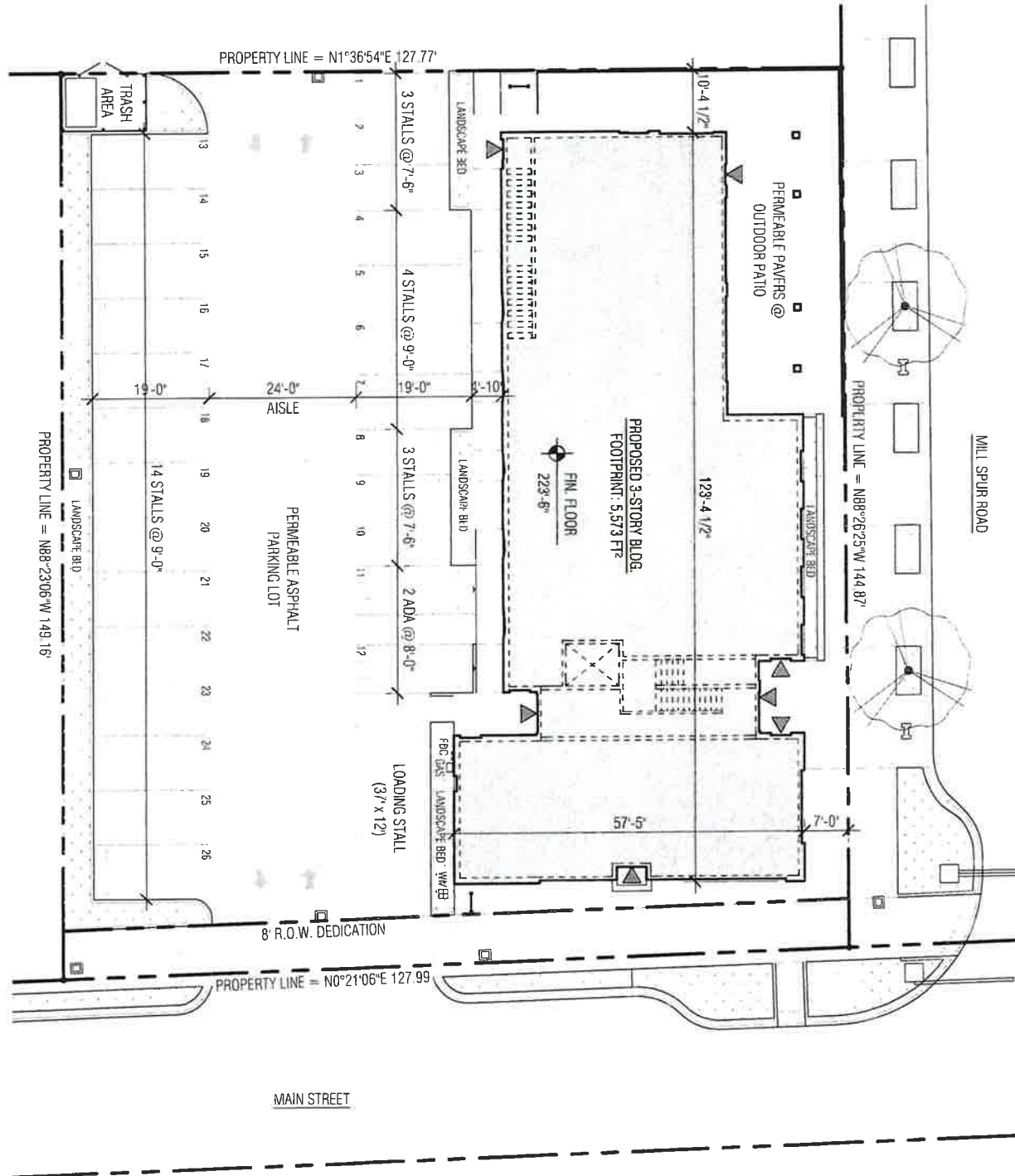


EXHIBIT C

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made by and between Lakeview Flats, LLC, a Washington limited liability company (“Buyer”), and the City of Lake Stevens, a municipal corporation of the State of Washington (“Seller”). Buyer and Seller are designated herein together as “the parties”.

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 effective as of the date of approval by the Lake Stevens City Council (“**Effective Date**”). The City Council shall have thirty (30) days from the execution of this Agreement by Seller and Buyer to approve the Agreement, otherwise Seller’s and 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, located at 1800 Main Street in Lake Stevens, Snohomish County, Washington described below and depicted in **Exhibit A** (the “Property”).

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOTS 31-32 EXC E 12FT THOF
DEEDED TO CO RECAF NO 962679

Snohomish County Tax Parcel No.: 00553800003100

Street Address: 1800 Main Street

Related Parcels

Parcel V of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

The Property includes the improvements thereupon, if any, and all rights and appurtenances pertaining to the Property, including, but not limited to, all easements, privileges, entitlements, rights of way and appurtenances benefitting the Property; all interest of Seller in any development rights, air rights, water rights, mineral, oil and gas and other subsurface rights; and all right, title, and interest of Seller in and to any streets, alleys, easements, and rights-of-way adjacent to the Property arising out of Seller’s fee ownership of the Property .

3. **Purchase Price.** The purchase price for the Property shall be Five Hundred Thousand Dollars and zero cents (\$500,000.00). The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing.

4. **Development Agreement.** Nothing herein is intended by the parties to conflict with or to supersede any provision of the Development Agreement between the parties approved

by Resolution No. 2022-08 of the Lake Stevens City Council on June 14, 2022, recorded with the Snohomish County Auditor under number _____ (“Development Agreement”). In the event of any conflict between any provision of this Agreement and the Development Agreement, the Development Agreement shall control.

5. **Title to Property.**

5.1 **Conveyance.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the “Deed”) subject only to the exceptions to title approved or waived by the Buyer as provided for in this Agreement.

5.2 **Title Commitment.** Within seven (7) calendar days following the Buyer’s approval of this Agreement, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the “Commitment”) covering the Property, issued by Chicago Title Insurance Company (the “Title Company”), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have thirty (30) calendar days after receipt of the Title Report and exceptions 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 monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the thirty (30) 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.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, 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 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 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.

5.4 **Title Policy.** The parties shall, at Seller'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"). Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy, provided that Buyer shall be responsible for the cost of extended coverage.

6. **Contingency and Permit Periods.** Buyer's obligation to purchase the Property is contingent upon the conditions set forth in this **Section 6** being satisfied or waived, in either case in Buyer's sole and absolute discretion, on or before the dates set forth herein. If Buyer determines, in Buyer's sole and absolute discretion, that any of the conditions set forth in this **Section 6** will not be satisfied by the date provided herein for the satisfaction of such condition, Buyer may terminate this Agreement on or prior to the applicable date by written notice to Seller. The conditions provided for in this **Section 6** shall be deemed not to be satisfied unless Buyer, by the date by which the particular condition is required to be satisfied, notifies Seller in writing that such condition has been satisfied or waived. In the event any condition is deemed not satisfied, this Agreement shall automatically terminate. Upon the termination of this Agreement (either by reason of affirmative action by Buyer or automatically: (a) neither party shall have any further rights or obligations hereunder except for those which are expressly stated to survive the termination of this Agreement.

6.1 **Feasibility Period.** Buyer has had reasonable time and opportunity to determine in Buyer's sole and absolute discretion, that (without limitation) the property, parking plan and location of the Property are acceptable, utilities of adequate capacity exist to serve the Property, construction of the improvements contemplated by Buyer will not require extraordinary, excessive or unusually costly design elements or construction techniques, drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs, the Property will satisfy Buyer's financial and competitive objectives in the trade area, and the Property is economically and otherwise feasible for Buyer's intended use. Addition time for feasibility is unnecessary.

6.2 Pursuant to Section I.H. of the Development Agreement, the construction easement and the right of first refusal regarding the property at 1709 – 123rd Dr. N.E. shall be executed by the Parties at closing.

7. **Closing.** The closing of the transaction contemplated by this Agreement ("Closing") shall take place within a commercially reasonable time after full execution of the Development Agreement, but no later than ninety (90) days thereafter.

7.1 **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.

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

7.2.1 the duly executed and acknowledged Deed;

7.2.2 a duly executed and completed Real Estate Excise Tax Affidavit;

7.2.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

7.2.4 a duly executed affidavit in form satisfactory to Title Company for the issuance of the Title Policy without exception for mechanics', materialmen's or other statutory liens, parties in possession and other standard title exceptions;

7.2.5 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 7.7.1; and

7.2.6 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement, substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**.

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

7.3.1 Cash in an amount sufficient to pay the Purchase Price and fair market value for the Buyer's first right of refusal for the property at 1709 – 123rd Dr. N.E., plus the Buyer's closing costs described in Section 7.7.2; and

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

7.3.3 a duly executed construction easement and a duly executed right of first refusal regarding the property at 1709 – 123rd Dr. N.E. as provided for in the Development Agreement and substantially in the form attached hereto as **Exhibits B (Construction Easement) and C (Right of First Refusal)**. The fair market value to be paid by Buyer for the right of first refusal shall be determined by a Washington State Licensed professional real estate appraiser commissioned by the Buyer at Buyer's sole cost and expense.

7.4 **Closing Statement.** A single, combined closing statement setting forth in reasonable detail the financial transaction of Seller and Buyer contemplated by this Agreement, including, without limitation, the Purchase Price, all prorations, the allocation of costs, charges, credits and debits specified herein and the source, application and disbursement of all funds (the “Closing Statement”).

7.5 **Title Policy.** Title Company shall deliver the Title Policy (or an irrevocable commitment to issue same) to Buyer, in form and substance as required pursuant to Section 5 hereof.

7.6 **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.

7.7 **Closing Costs.**

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

7.7.2 **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 endorsements or extended coverage requested by Buyer.

7.8 **Possession.** At Closing, Seller shall deliver full, sole, vacant and exclusive possession of the Property to Buyer, subject to no tenancies, leasehold interests or other similar possessory interests that have not been previously approved by Buyer.

7.9 **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 any of the following conditions are 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 10.1 of this Agreement.

7.9.1 **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 10.1 of this Agreement.

7.9.2 **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 10.1 of this Agreement.

7.9.3 **Title Policy.** Title Company shall be committed to provide to Buyer, subject only to payment of the premium therefor, the Title Policy insuring that fee title to the Property (and any appurtenant easements) is vested in Buyer subject only to (i) the lien of real property taxes for the current year not yet due and payable (which shall be prorated as of the Closing Date as provided in Section 8.1 hereof), and (ii) the title exceptions that were approved (or waived) by Buyer as provided in this Agreement. Seller shall have satisfied (or shall satisfy at the Closing from the Purchase Price) all monetary encumbrances except for prorated taxes, as required by this Agreement.

7.10 **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 10.2 of this Agreement.

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

7.11 **Development Agreement.** In the event this Agreement is terminated for any reason and the transaction contemplated herein does not close, any development agreement or related document entered into by and between Seller and Buyer will be considered void, and neither Buyer nor Seller will have any obligations to complete any material items contemplated under such development agreement or related documents.

8. **Representations and Warranties.**

8.1 **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:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.1.4 **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.

8.1.5 **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.

8.1.6 **Existing Leases.** There are no existing leases on the Property. There are no management agreements, service contracts or other agreements affecting the Property or the operation or maintenance thereof which will be binding upon Buyer after the Closing. There are no other obligations in connection with the Property, including, without limitation, easements, declarations, use restrictions or other similar agreements, which will be binding upon Buyer after the Closing, except for those matters which have been approved by Buyer.

8.1.7 **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.

8.1.8 **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.

8.2 **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:

8.2.1 **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.

8.2.2 **Authority of Buyer.** Buyer is a corporation in good standing, duly formed and validly existing under the laws of the State of Washington. Buyer has the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement and all other documents executed and delivered by Buyer constitute legal, valid, binding and enforceable obligations of Buyer, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement. The person executing this Agreement on behalf of Buyer has been duly authorized to do so.

8.2.3 **Terrorism Laws.** Buyer is not, and shall not become, a person or entity with whom Seller is restricted from doing business under any of the Terrorism Laws.

9. **Maintenance of Property Pending Closing.** 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

10. **Default.**

10.1 **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 7.9, Buyer will be entitled, at Buyer's sole discretion, (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 10.1 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.

10.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property within a commercially reasonable period of time as provided in section 8.1 Closing, then Seller will be entitled (a) to seek specific performance of Buyer's obligations under this Agreement and paragraph 8. of the Development Agreement; (b) to terminate this Agreement by written notice to Buyer's and Escrow Agent; and (c) if Seller elects either option (a) or (b), as hereinbefore set forth, Seller may obtain payment from Buyer of all damages incurred by Seller as a result of such default. If Seller terminates this Agreement pursuant to this Section 10.1 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.

11. **Miscellaneous.**

11.1 **Seller's Disclosure Statement.** No later than ten (10) days following Buyer's execution of this Agreement, Seller shall deliver to Buyer a seller's disclosure statement pursuant to RCW 64.06.

11.2 **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.

11.3 **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: City of Lake Stevens
Attn: City Administrator
1812 Main Street
PO Box 257
Lake Stevens, WA 98258-0257
Phone: 425-377-3230

With a copy to: Greg A. Rubstello
Ogden Murphy Wallace, P.L.L.C.
901 Fifth Avenue, Suite 3500
Seattle, WA. 98164
Phone: (206) 447-7206
Email: grubstello@omwlaw.com

If to Buyer, to: Lakeview Flats, LLC
Attn: Brian Lewandowski

Manager
Issaquah, WA 98027
Phone: (425) 313-6549
Email: bcoffey@costco.com

With a copy to: Adams & Duncan, Inc., P.C.
3128 Colby Avenue
Everett, WA 98201
Phone: (425) 740-3302
Email: ChrisAdams@adamslawyers.com

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.

11.4 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

11.5 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

11.6 **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.

11.7 **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.

11.8 **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.

11.9 **Time of the Essence.** Time is of the essence of this Agreement.

11.10 **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.

11.11 **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.

11.12 **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.

11.13 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Seller in the drafting of this Agreement, and Buyer acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

11.14 **Survival.** All of the representations, warranties and covenants of Seller and Buyer contained in this Agreement shall be true and correct as of the Effective Date and shall, as a condition to Closing, be true and correct in all material respects as of the Closing Date. The parties' rights to enforce such representations, warranties and covenants shall survive for a period of two (2) years following the Closing and such rights to enforce shall not be merged into any documents delivered at the Closing. It is expressly agreed and understood that no examination or investigation of the Property by or on behalf of Buyer prior to the Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements contained in this Agreement.

11.15 **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.

11.16 **Brokers and Commissions.** There are no brokers involved in this transaction. Neither party is obligated to pay a commission as a result of the sale of the Property contemplated herein.

(signatures continue on following page)

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

BUYER:

LAKEVIEW FLATS, LLC

By: _____
Name _____
Title _____

Date: _____

SELLER:

CITY OF LAKE STEVENS (following 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

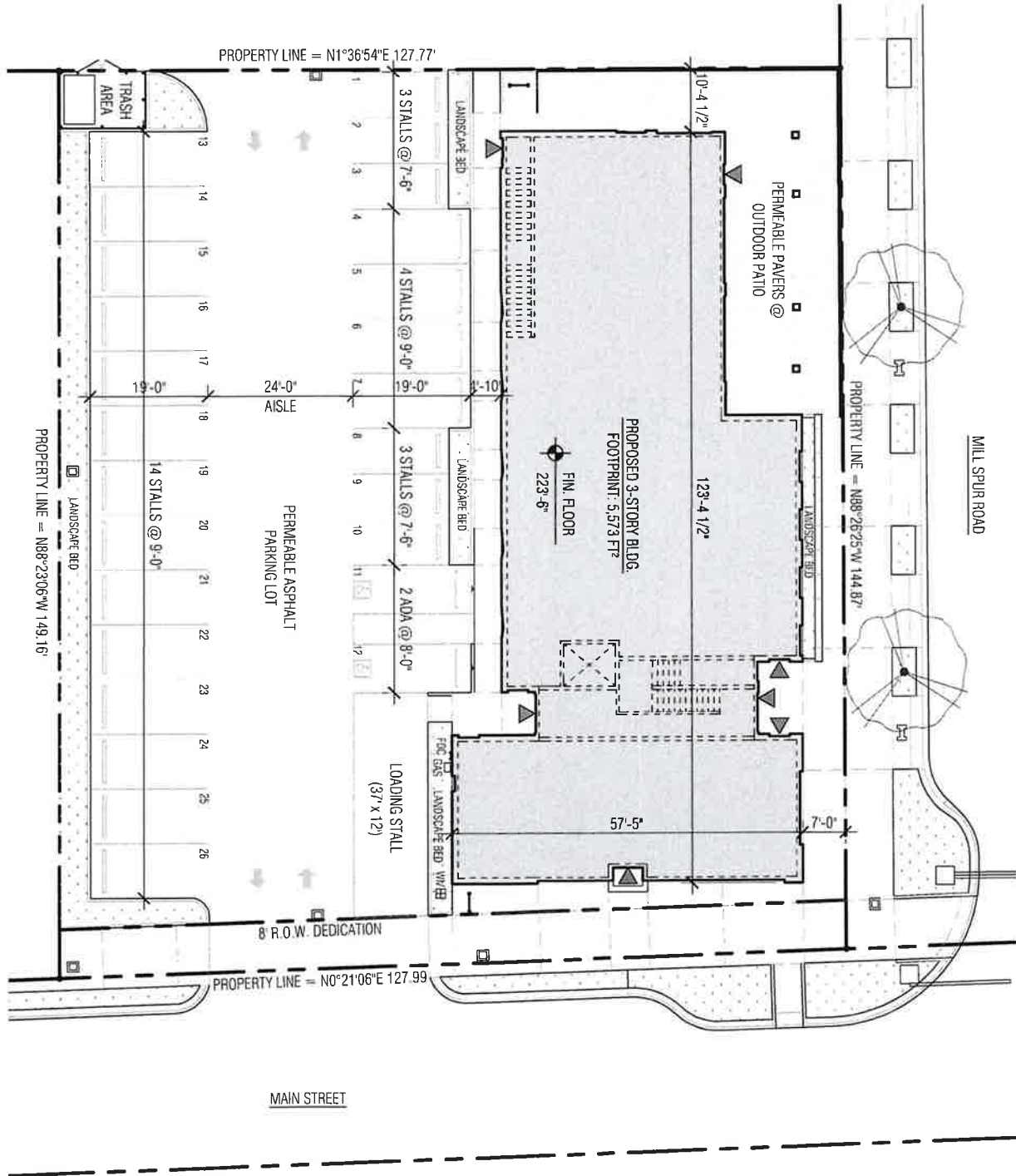


EXHIBIT B
(Construction Easement)

Return Address:

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

EASEMENT – TEMPORARY CONSTRUCTION

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page____of document

Grantor(s) Exactly as name(s) appear on document

LAKE STEVENS, CITY OF

☐ Additional names on page__of document.

Grantee(s) Exactly as name(s) appear on document

LAKEVIEW FLATS, LLC

☐ Additional names on page__of document.

Legal description (abbreviated: e.g., lot, block, plat or section, township, range)

RENAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

☐ Additional names on Exhibit B of document.

Assessor's Property Tax Parcel/Account Number

00553800003100

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EASEMENT – TEMPORARY CONSTRUCTION

The GRANTOR, the **CITY OF LAKE STEVENS**, a State of Washington municipal corporation, in consideration of mutual benefits, does hereby grant and convey to LAKEVIEW FLATS, LLC, a Washington limited liability corporation, (hereinafter referred to as “Grantee”), its successors and its assigns, a temporary construction easement in, on, over, across and upon the land in Snohomish County, Washington, legally described as follows:

RENNAS ADD TO LAKE STEVENS BLK 000 D-00-LOT 38

legally described in **Attachment “A”**,

The Grantee, its contractors, subcontractors, successors, and assigns, shall have the right without prior notice or proceeding of law to enter upon above-described land at normal working hours consistent with City issued permit requirements for the purpose of, but not limited to:

The staging and storage of construction materials and equipment for purposes of the active construction of the Lakeview Project described in that certain Development Agreement between Grantor and Grantee approved by Resolution No. 2022-08 of the Lake Stevens City Council.

The Grantee agrees to hold harmless, indemnify and defend the Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Grantee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Grantee, its officers, agents, contractors or employees, in connection with the Grantee’s activities authorized by this easement, provided, however, that:

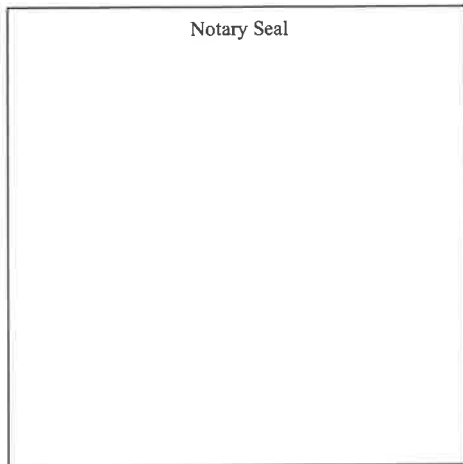
A. The Grantee’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

B. The Grantee’s obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Grantee and the Grantor, or of the Grantee and a third party other than an officer, agent, contractor or employee of the Grantee, shall apply only to the extent of the negligence or willful misconduct of the Grantee.

Grantee hereby waives, with respect to Grantor only, any immunity that would otherwise be available to Grantee under the Industrial Insurance Act, Title 51 RCW, for claims by Grantee’s employees arising out of Grantee’s willful misconduct or negligence, but only to the extent necessary to indemnify Grantor against any such claims.

Insurance. Grantor shall maintain and shall cause its agents to maintain commercial general liability insurance against any loss, liability or damage on, about or relating to Grantor’s activities involving the Easement or Easement Area with limits of not less than \$5,000,000 combined single limit, per occurrence and in the aggregate, and containing a deductible or self-insured retention of not more than \$10,000. The Grantor shall be responsible for paying all deductibles and self-insured

Dated this ____ day of _____, 20____.



Notary Seal

Notary: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires: _____

ATTACHMENT A

(Legal Description)

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN 202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under AFN 20220110542

EXHIBIT C
(Right of First Refusal)

Filed for and return to:

CITY CLERK
City of Lake Stevens
PO Box 257
Lake Stevens WA 98258

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Lake Stevens, a Washington municipal corporation
Grantee(s): Lakeview Flats, LLC, a Washington limited liability company
Reference Number(s) of Documents Assigned or Released: None
Abbreviated Legal Description: _____
Complete or Additional Legal Description on Attachment "A" of Document.
Assessor's Parcel Number(s): 00553800003800

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL ("Agreement") is made and entered into this date by and between the City of Lake Stevens, a Washington municipal corporation ("Grantor"), and Lakeview Flats, LLC, a Washington limited liability company ("Grantee"), sometimes collectively referred to as the "Parties" and individually a "Party." The Parties agree as follows:

1. **Identification of Property.** Grantor is the owner of the following described real property located in Snohomish County, Washington (the "Property"):

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Snohomish County Tax Parcel No. 00553800003800

2. **Grantee Right of First Refusal.** Subject to Grantee's completion of the Lakeview Project in compliance with the Development Agreement between the Parties for Snohomish County Tax Parcel No. 00553800003100 and in the event, Grantor elects to sell the Property, or any portion thereof, or change the use of the Property or any portion thereof from a parking lot, Grantor hereby grants to Grantee, on the terms and conditions set out below, a right of first refusal ("the Right").

2.1 Notice of Offer. In the event Grantor elects to sell the Property, or any portion thereof, and thereafter receives a bona fide written offer (the “Offer”) which Grantor intends to accept, or Grantor intends to change the use of the Property or any portion thereof from a parking lot, before accepting such Offer or changing the use of the Property (as applicable), Grantor shall first give Grantee written notice of the Offer (the “Notice”) and provide Grantee with a copy of the Offer. The Notice must contain all material terms relating to the Offer.

2.1.1 If the Offer includes real or personal property that is in addition to the Property, the Grantor shall provide the entire Offer to the Grantee and the Parties shall discuss, in good faith, how to segregate the material terms of the Offer that apply to the Property only. In the event the Parties are unable to enter an agreement segregating the material terms of the Offer within thirty (30) calendar days of the Notice, then the Right shall terminate and be of no further force or effect.

2.1.2 Grantee and Grantor agree that any non-cash terms set forth in the Offer shall be reduced to cash equivalent by agreement of the Parties. In the event the Parties are unable to agree to a cash equivalent on the non-cash terms of the Offer within thirty (30) calendar days of the Notice, the Right shall terminate and be of no further force or effect.

2.2 Exercise of Right. If Grantee intends to exercise the Right, then Grantee shall, within fifteen (15) calendar days following receipt of the Notice (or fifteen (15) calendar days after the resolution of the matters set forth in Section 2.1.1 and 2.1.2, if applicable), give written notice to Grantor that Grantee elects to purchase the Property (or portion thereof set forth in the Notice), upon the terms and conditions set forth in the Offer. In the event Grantee exercises the Right pursuant an intended change of use of the Property, then Grantee shall pay a purchase price equal to the fair market value for the Property as a parking lot. In the event Grantee elects to purchase the Property, or the portion thereof set forth in the Notice, Grantee and Grantor shall close the transaction within the time period set forth in the Offer, or within thirty (30) days after Grantee’s election to purchase, whichever is later, or as otherwise agreed by the Parties, in writing.

2.3 No Assignment. This Agreement and the Right are personal to the Grantee. Grantee may not assign, bequest, sell, or transfer, in any fashion, this Agreement or the Right without the consent of Grantor, which consent Grantor is not required to give; provided, however, Grantor shall not unreasonably withhold, condition, or delay Grantor’s consent to a request to assign this Agreement as part of a sale of the Lakeview Project.

2.4 Termination of Right. If Grantor provides the Notice and Grantee does not timely deliver the Exercise Notice as set forth in Section 2.2, above, then the Right and this Agreement shall automatically terminate and be of no further force and effect as to all of the Property. For example, if the Grantor receives an Offer for a portion of the Property and provides the Notice to Grantee, and if Grantee fails to timely provide the Exercise Notice, then the Right and this Agreement shall automatically terminate and be of no further force or effect. If the Grantee timely delivers the Exercise Notice and fails to close the transaction, then the Right and this Agreement shall automatically terminate and be of no further force or effect as to all of the Property. This Agreement shall automatically terminate and be of no further force or effect, without notice to Grantee or further action of the Parties, if Grantee defaults on any obligation owed to Grantor. For the avoidance of doubt, the Right and this Agreement shall not terminate due to Grantor’s failure to comply with the terms hereof.

Dated: _____, 2022.

_____ (Printed name)

NOTARY PUBLIC, state of Washington

My appointment expires _____

STATE OF WASHINGTON)

)ss.

County of Snohomish)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of LAKEVIEW FLATS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2022.

_____ (Printed name)

NOTARY PUBLIC, state of Washington

My appointment expires _____

ATTACHMENT A

Legal Description

RENAS ADD TO LAKE STEVENS BLK 000 D-00 - LOT 38

Situate in County of Snohomish, State of Washington

Tax Parcel No. 00553800003800

Related Parcels

Parcel W of city of Lake Stevens Boundary Line Adjustment recorded under AFN
202110295003 as modified by city of Lake Stevens Right-of-way dedication recorded under
AFN 20220110542

EXHIBIT D
(Letter of Intent)

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

RE: Cover Letter to LOI to purchase parcel C 1800 Main Street

Thank you for your time in assisting us to gather details and put this opportunity together.

Please find attached our letter of Intent. In the foreseeable future we can enter into a formal development agreement, as desired by us and the city. This will serve to let us move, together, through the details of the frontage improvements, street improvements, utility needs, zoning requirements, parking requirements, etc.

Our vision for this property is aligned with that of the city. We are intending to build a multi-use building at the corner of Main and soon to be Mill Spur Rd. The building will have at least two frontages, if not 3. One on main, one on Mill Spur, and most likely a partial frontage towards the lake. The Building will be of modern architecture and design such as depicted in the city's visual aids. This will keep with modern building trends, and blend with the current theme of the new Mill building and adjacent park.

Due to its location this building will be thoughtfully and carefully designed and constructed. This is due in part to it being front and center to all the downtown lake Stevens activities.

The downstairs level of the building will consist of retail/restaurants. This will form a natural place of gathering for patrons of the city. We will create as much outdoor seating as can be allowed.

The second floor is proposed to be professional space.

The third floor is slated to be 3 high-end condos, this is intended to make accessible lake-front living to those who do not particularly want to buy or maintain a waterfront home. An interesting idea could be for the city to sell or lease a moorage space to these occupants, once additional dock parking has been added.

Our ownership group is interested in owning this building long term and working with the city for years to come. The building will not be built, and then sold to the highest bidder. We are local and have a vested interest in the outcome of this development.

The main access will be as depicted on the city's renderings. Either from Main street or the boat launch parking area, or both. This way there will be no significant effects when Mill Spur Rd gets closed for city events.

We will also attempt to design the build for future expansion. It is unknown how the adjacent church will proceed over the months or years to come, but its future development feels inevitable, and we should try and incorporate that parcel into the long-term plan for the downtown area.

Timeline – It is likely that the planning and development of this project would take the majority of 2021. We would then plan to break ground in early 2022. Setting us up for prime building weather in the spring. The project would take approx. 10-12 months to complete.

Thank you again for your time and consideration.

Sincerely,

The Westrock Team

LETTER OF INTENT

February 1, 2021

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98258

Re: Letter of Intent for Developmental Diligence, Purchase, and Development of the property located at 1800 Main Street, Lake Stevens, Washington.

Dear Mayor and City Council,

This Letter of Intent (hereinafter "LOI") sets forth certain non-binding provisions and certain binding provisions between the City of Lake Stevens ("Seller" or "City") and Westrock Construction LLC ("Developer") with respect to the possible acquisition and development of certain real property commonly known as 1800 Main Street, Lake Stevens, Washington ("Subject Property").

Subject to the negotiation and execution of a definitive and mutually acceptable agreements of purchase and sale ("Purchase and Development Agreement") and subject to the terms and conditions as outlined in this LOI within the time frame expressed in Section 7, 8, and 9 after execution of this LOI (the "Contract Negotiation Period"), the undersigned offers to perform diligence and desires to purchase and develop the Subject Property in accordance with the following terms and conditions.

NON-BINDING PROVISIONS

1. Purpose. All parties agree to proceed in accordance with the terms and conditions outlined in this LOI. City understands that the purpose of this LOI is to allow further investigation by both parties into the feasibility of entering into a formal agreement. The terms contained herein are intended to provide the parties with a basis for cooperating and for guiding their negotiations in furtherance of entering into a legally binding agreement. If the Purchase Agreement and Development Agreement are not mutually executed within the stated timeframe for any reason, this LOI shall expire and no party shall have any further rights or duties hereunder.

2. Proposed Transaction. On the terms and subject to the negotiation and execution of the Purchase Agreement and Development Agreement, Developer would purchase the Subject Property from the City for the purpose of developing a multi-use

building upon the Subject Property. Developer desires to incorporate into its design of the multiuse building, pursuant to Section 6, the following characteristics:

- Mixed-Use with active first-floor use
- Complements vision for downtown Lake Stevens;
- Contemporary Northwest Style;
- Mix of materials such as wood, stone, masonry, and metal;
- Distinctive rooflines;
- Large mullioned windows; and
- Outdoor plaza and seating areas.

3. Purchase Price. Developer would purchase the Subject Property for Five Hundred Thousand and No/100 Dollars (\$500,000).

4. Earnest Money. To be determined based upon the terms of the Purchase Agreement and Development Agreement.

5. Parties:

City:

City of Lake Stevens

Developer:

Westrock Construction LLC
5418 123rd Ave NE
Lake Stevens, WA 98528

6. Initial Inspection Period. This LOI hereby provides for an "Initial Inspection Period" of Ninety (90) days from the date of execution and further provide for two (2) thirty (30) day extensions (respectively the "First Extension Period," and the "Second Extension Period") at the mutual option of City and Developer, if needed, during which periods Developer shall investigate, inspect and study the Subject Property to determine if all aspects of the Subject Property are acceptable to Developer, in its sole and absolute discretion (the "Due Diligence Period"). Developer may, at Developer's sole risk and expense, access the Subject Property to perform preliminary due diligence activities following the execution of this LOI and give the City at least 3 business days' notice of the date it intends to enter the Subject Property to make any inspections. The Developer shall provide no less than monthly updates to the City. Monthly updates shall include all activities associated with marketing the property including uses, franchises and users

contacted, marketing material, issues and/or concerns being raised by potential uses and other relevant material related to the development of the site including limitations expressed by potential users. Upon completion of the initial inspection period, the Developer shall present a "Proposed Development Plan" with any modifications that Developer proposes may be necessary, to the City for City's approval or rejection in the City's sole discretion. If the City approves the "Proposed Development Plan", it shall hereinafter be the "Development Plan". If the City rejects the approval, Developer and City may use thirty (30) days to attempt to resolve their differences. If the differences are not resolved within the thirty (30) days, or any mutually agreed extension, this LOI shall terminate without liability from either party to the other.

7. Due Diligence Period. If the City approves the Development Plan pursuant to Section 8, the parties shall proceed to the "Due Diligence Period." During the Due Diligence Period, at Developer's request and at Developer's expense, City shall cooperate in achieving any necessary governmental approvals for Developer's intended use of the Subject Property. Zoning consideration shall not occur until the project has met full design requirements and preliminary engineering requirements. Submission of zoning shall include proper application as required by applicable zoning ordinances. The Due Diligence Period shall be one hundred twenty (120) days from inception.

8. Terms of Purchase. Through the completion of the Due Diligence period, if the project is mutually agreeable to the Developer and City, a Purchase Agreement and Development Agreement may be entered into between the Developer and the City establishing a purchase price pursuant to Section 3. The Purchase Agreement and or a Development Agreement shall include performance benchmarks for final zoning and subdivision actions and any necessary development agreement. The Purchase Agreement and or Development Agreement by and between City and Developer shall be consistent with the terms outlined in this LOI and such other terms and conditions as are customary and as the parties may mutually agree on, provided however, unless otherwise agreed to in the Purchase Agreement and or Development Agreement, shall not modify or alter the terms contained herein. Developer will also purchase all of City's rights, title and interest in all of the maps, reports, plans, and other such material is having to do with the Subject Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist concerning the Subject Property. Developer may assign any Purchase Agreement or Redevelopment Agreement subject to the reasonable acceptance of the City.

9. Expiration of Offer. If City has not executed this document and returned it to Developer within fifteen (15) days from the date of execution, this LOI shall be considered null and void, provided that Developer has not agreed in writing to extend the date for City's acceptance.

10. Commission. City would pay all commissions due with respect to the sale of the Subject Property at closing pursuant to a separate agreement. Developer shall not be entitled to commissions unless they are provided for in the Purchase or Development Agreement.

11. Authorized Signatory. It is hereby warranted that the individual signing this LOI on behalf of City or Developer is authorized to sign on behalf of such party and to enter into this LOI. This LOI may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument.

BINDING PROVISIONS

A. Exclusivity. Until the Purchase Agreement and Development Agreement have been duly executed and delivered by all the parties or until the Binding Provisions have been terminated pursuant to Paragraph B below, whichever occurs sooner: (i) City will not enter into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging the Subject Property to any other person or entity; and (ii) City agrees to take the Subject Property off the market and that it will not furnish any information concerning the Subject Property to any other person or entity for the purpose, in whole or in part, of considering an offer with respect to the purchase of the Subject Property.

B. Termination: The Binding Provisions of this LOI may be terminated: (i) at any time by mutual written consent of City and Developer; or (ii) upon written notice by any party to the other party if the Purchase Agreement and Development Agreement have not been executed and delivered by all parties by March 31, 2021; provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder.

C. Fees and Costs. In the event of a breach of this LOI by a party, the successful party in any proceeding to enforce the terms shall be entitled to recover costs and attorney fees.

DEVELOPER:

By:

Its:

Dated:_____

CITY:

By:

Its:

Dated:_____



EXHIBIT E
(Planned Action Certification)

NOTICE OF PLANNED ACTION CERTIFICATION

Project Name: Lakeview Flats, LLC
Project Location: 1800 Main Street, Lake Stevens, WA 98258 / APN # 00553800003100
Project File No's.: LUA2022-0036: Development Agreement, LUA2022-0069: Administrative Design Review, and LUA2022-0070: Construction Plans
Applicant: Brian Lewandowski, Lakeview Flats, LLC

Proposed Project Description: The applicant is proposing to construct a 17,128 square foot, three-story mixed-use building at 1800 Main Street. This application is consistent with the Downtown Subarea Planned Action Ordinance and thereby qualifies as a Planned Action pursuant to Lake Stevens Municipal Code (LSMC) 14.38.120. This notice serves as the threshold determination under the State Environmental Policy Act (SEPA) for the development agreement and implementing permits. Under the Planned Action development thresholds, this proposed project uses six dwelling units, 7,052 square feet of retail area and will generate 39-new PM peak hour trips.

Permits Required: Development Agreement approval, administrative design review, construction plan approval, building and right-of-way use permits.

Dates of Application: March 7, 2022, April 28, 2022 and May 6, 2022

Notice of Complete Application Issued: May 18, 2022

Planned Action Determination Issued: May 18, 2022

Lead Agency:

The city of Lake Stevens, acting as lead agency for this proposal, has determined that this project does not have a probable significant adverse environmental impact and qualifies as a Planned Action under the Downtown Subarea EIS following review of an environmental checklist and other information on file.

Comment Period: There is no comment period for this Planned Action Certification. Please contact Christi Schmidt, Senior Planner with any questions at 425-622-9438 or by email at cschmidt@lakestevenswa.gov.

SEPA Responsible Official:

May 18, 2022

Russ Wright, Community Development Director, City of Lake Stevens
PO Box 257, Lake Stevens WA 98258

Date

It is the City's goal to comply with the American with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.

Distribution: Applicant
Official City Notification Board (City Hall)
State Distribution List







LAKEVIEW FLATS 2-STORY RESTAURANT/COFFEE SHOP CONCEPT
2.15.2025

ARCHITECT
hoist, LLC
PO Box 342
Saint John, WA 99171

CONSULTANT

STAMP

21028297 REGISTERED ARCHITECT
JEROD JACK HARWOOD
STATE OF WASHINGTON
03/08/2024

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INFORMATION
LAKEVIEW FLATS
LLC

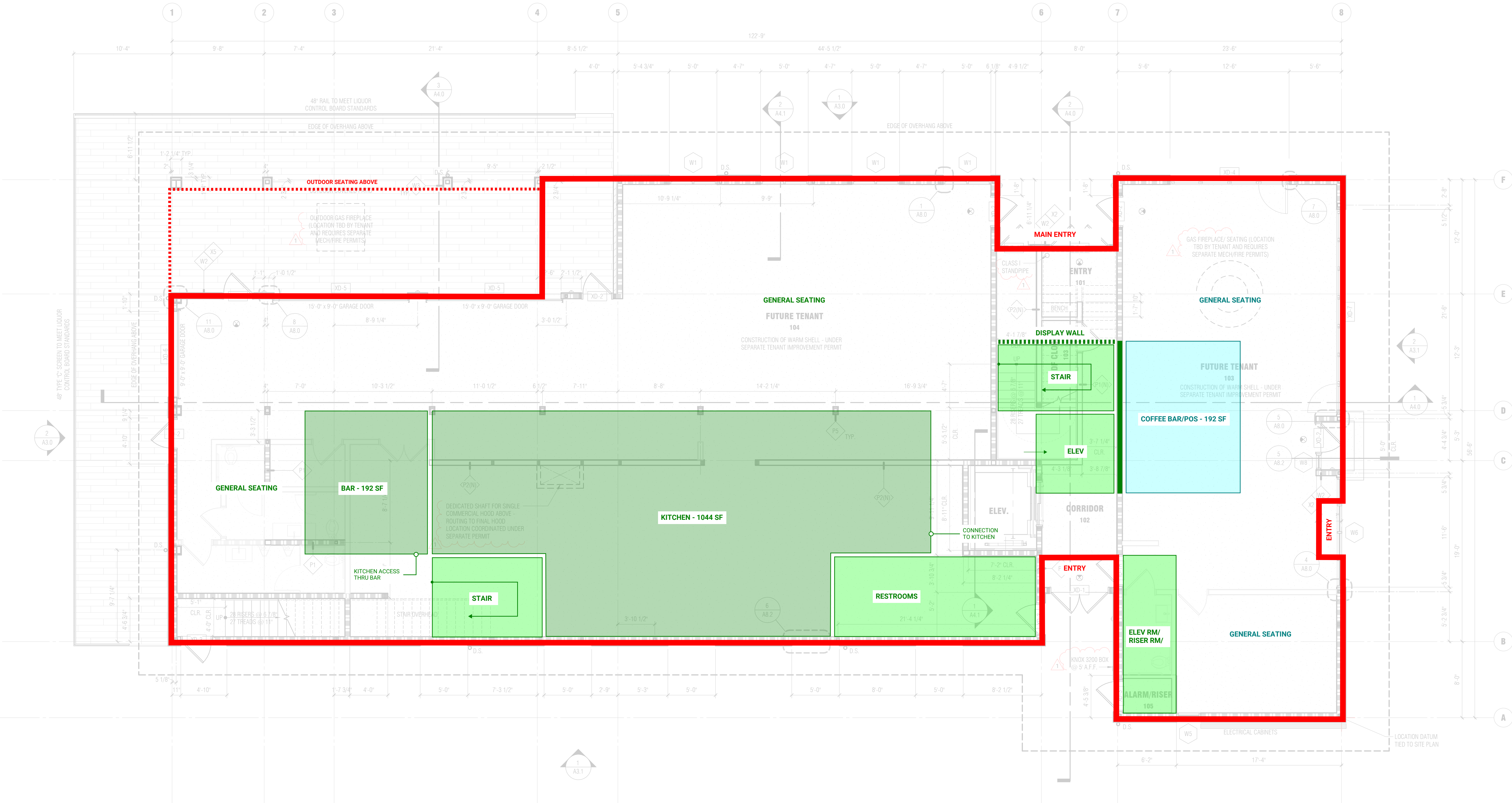
1800 MAIN STREET
LAKE STEVENS, WA 98258

JOB # 2021.06

DATE 03.14.23

PHASE SHELL + CORE PERMIT SUBMITTAL

REVISIONS
MARK DATE DESCRIPTION
1 3.08.24 BUILDING PERMIT REV



MAIN LEVEL PLAN
SCALE: 3/16" = 1'-0"
PROJECT NORTH

GROSS FLOOR AREAS	
MAIN LEVEL:	
GENERAL SEATING (GREEN):	5,631 SF
GENERAL SEATING (BLUE):	1,848 SF
OUTDOOR SEATING:	780 SF
SECOND LEVEL:	
GENERAL SEATING (GREEN):	1,488 SF
STORAGE (BLUE):	1,242 SF
OUTDOOR SEATING:	1,621 SF

PERMIT

MAIN FLOOR
PLAN
A2.1

Exhibit 4

hoist.

ARCHITECT
hoist, LLC
PO Box 342
Saint John, WA 99171

CONSULTANT

STAMP

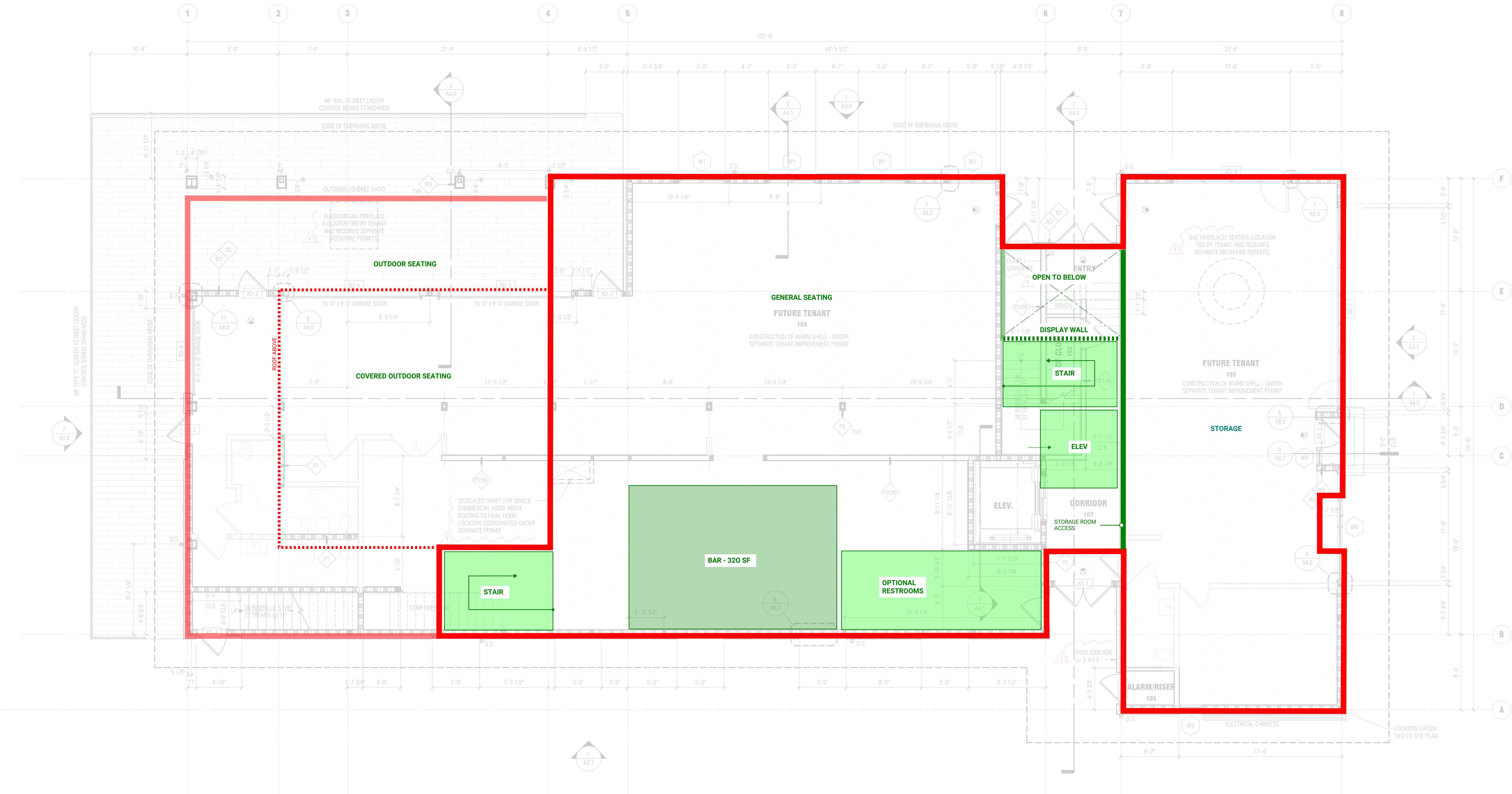
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1 3.08.24 BUILDING PERMIT REV



SECOND LEVEL PLAN
SCALE: 3/16" = 1'-0"
PROJECT NORTH

GROSS FLOOR AREAS	
MAIN LEVEL:	
GENERAL SEATING (GREEN):	5,631 SF
GENERAL SEATING (BLUE):	1,848 SF
	780 SF
OUTDOOR SEATING:	1,262 SF
SECOND LEVEL:	
GENERAL SEATING (GREEN):	4,188 SF
STORAGE (BLUE):	1,488 SF
	1,242 SF
OUTDOOR SEATING:	1,621 SF

PERMIT

MAIN FLOOR
PLAN
A2.1