

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

June 14, 2022 - 6:00 PM

HYBRID COUNCIL MEETING- Two ways to participate:

**Join Zoom Meeting: <https://us02web.zoom.us/j/83457404343> OR
In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens.
or call in at (253) 215-8782 Meeting ID 834 5740 4343**

- 1. Call to Order**
- 2. Pledge of Allegiance** Mayor
- 3. Roll Call**
- 4. Approval of Agenda** Council President
- 5. Guest Business**
 - A. Introduce Natasha Houghtaling, Public Works Office Assistant Aaron Halverson
 - B. Recognize Erik Mangold - Promotion to Capital Projects Manager Aaron Halverson
- 6. Citizen Comments**
- 7. Council Business** Council President
 - A. Proclamation to Lower Flag for Don Ren for June 18, 2022
 - B. Pride Proclamation for June, 2022
- 8. Mayor's Business**
- 9. City Department Report**
 - A. Retail Strategies Report Russ Wright
 - B. Addition of NEOGOV Modules (Written Only) Anya Warrington, Troy Stevens
 - C. Public Works Department Update Aaron Halverson

10. Consent Agenda

- | | | |
|----|--|-----------------|
| A. | 2022 Vouchers | Barb Stevens |
| B. | Snohomish Regional Drug Task Force ILA Extension and Allocation Increase | Jeffrey Beazizo |
| C. | Compensation Connections Contract for Non-Represented Salary Study | Anya Warrington |

11. Public Hearing

- | | | |
|----|--|-------------|
| A. | Lakeview Flats Development Agreement (LUA2022-0036) / Resolution 2022-08 | Russ Wright |
|----|--|-------------|

12. Action Items

- | | | |
|----|---|----------------------------------|
| A. | Resolution No. 2022-09 - 29th St NE ROW Vacation | Melissa Place |
| B. | Information Technology Job Reclassifications and Position Request | Troy Stevens,
Anya Warrington |
| C. | Amendment No. 1 - Agreement with WSDOT for Construction of SR 9/SR 204 Welcome Sign Foundation and Wall | Aaron Halverson |

13. Executive Session

- | | |
|----|--|
| A. | Confidential Session - Collective Bargaining |
|----|--|

14. Adjourn**THE PUBLIC IS INVITED TO ATTEND**

Special Needs: The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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



PROCLAMATION

WHEREAS, Don Ren has lived in and served our community; and

WHEREAS, Don Ren served his country as a member of the U.S. Army during the Korean War; and

WHEREAS, American Legion Post No. 181 requested the American Flag be lowered to half-staff to honor those individuals who have served their country on behalf of freedom for others; and

WHEREAS, it is important to honor the patriotic service and dedicated efforts of those who have served their community and country.

NOW THEREFORE I, Brett Gailey, Mayor of the City of Lake Stevens, hereby proclaim that on the 18th day of June, in the year Two Thousand and Twenty-Two, the flags of the Lake Stevens War Memorial shall be lowered to half-staff in order to honor the life and contributions of Don Ren.

The community should know of those who give so much for liberty.

Brett Gailey, Mayor
Lake Stevens, Washington
United States of America



PROCLAMATION

A PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE STEVENS
CELEBRATING OUR LGBTQ+, LESBIAN, GAY, TRANSGENDER, BISEXUAL, QUEER AND ALL OTHERS
ALONG THE SEXUAL ORIENTATION AND GENDER CONTINUUM COMMUNITY BY DECLARING THE
MONTH OF JUNE PRIDE MONTH, AFFIRMING THAT LGBTQ+ RIGHTS ARE HUMAN RIGHTS

WHEREAS the Lake Stevens City government is committed to celebrating the diversity of our
growing city;
and

WHEREAS the month of June is celebrated throughout our nation, commemorating the
Stonewall Uprising that occurred June 28th, 1969 in opposition to police harassment, marking the
beginning of the LGBTQ+ rights movement; and

WHEREAS on June 26th, 2015 the Supreme Court granted same-sex individuals the right to
marry in the Obergefell v. Hodges decision, recognizing that the sanctity of marriage is the right of all to
pursue regardless of sexual orientation; and

WHEREAS despite national progress, the LGBTQ+ community continues to face discrimination,
harassment, disparity in healthcare, housing and employment, and the denial of basic human rights;
and

WHEREAS the LGBTQ+ community continues to be vulnerable to violence, homelessness and
death, as the CDC indicates 1/3 of LGB youth attempted suicide last year, compared to 6% of their
heterosexual peers, and the UCLA Williams Institute indicates sexual minority adults are twice as likely
as the general population to have experienced homelessness in their lifetime; and

WHEREAS members of the LGBTQ+ population reside throughout our city, are employed by our
city, are our neighbors, our teachers, our first responders, our business owners, our youth, our friends
and our family, and these community members deserve to live without fear of discrimination,
prejudice, or violence; and

WHEREAS the City of Lake Stevens strives to be an employer who is committed to creating an
environment that is inclusive and equitable and free from discrimination and harassment, and desires
opportunities to celebrate the growing diversity in our city.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Lake Stevens
hereby declare June 2022 as LGBTQ+ Pride Month and commit to engaging in action that increases
the safety, security, and freedom of each of their LGBTQ+ citizens.

Brett Gailey, Mayor
Lake Stevens, Washington
United States of America

CITY DEPARTMENT REPORT



Agenda Date: 6/14/2022

Contact Person/Department: Russ Wright, Community Development

Retail Strategies team attended the International Council of Shopping Centers Conference in Las Vegas, the premier annual event for real estate industry professionals. They had back-to-back meetings and networking and connected with multiple retailers on behalf of Lake Stevens. The attached report highlights potential interest from different retailers.



Las Vegas, NV / May 23-24, 2022



retail strategies

POST CONFERENCE REPORT

Lake Stevens, WA



retail strategies



ICSC Conference Report



Lacy Beasley

Retail Strategies President, ICSC Board Member

Who could have guessed in May 2019, that it would be three years before more than 22,000 real estate industry professionals could gather in one place again? The energy and excitement filled Las Vegas for three days full of meetings and a series of networking events throughout the city.

The show had the energy of 2006, before the Great Recession. This year set a record in the number of retail exhibitors and retailers who have been dormant with expansion are waking up and actively seeking net new locations. Relocations, remodels and new stores are far outpacing closures. There is a great sense of urgency to act now and the only things holding the industry back is lack of real estate availability in metro markets, supply chain, and labor challenges. These challenges are pushing retailers such as Kohl's, TJX, PetsMart, PopShelf, Five Below, Dick's Sporting Goods and others to look at suburban markets they previously would not consider.

ICSC's rebrand specifically focuses on COMMUNITY with the tag line, innovating commerce serving community. This true commitment to communities in the U.S.

Retail Strategies has been at the forefront of innovating commerce and serving communities since 2011 and we are enthusiastic about continuing the momentum in partnership with ICSC.

We're bullish on retail for the foreseeable future with a great sense of urgency to strike while the iron is hot!

2

DAYS

22,000

ATTENDEES

90

RETAILERS

741

EXHIBITORS

POST CONFERENCE REPORT

Team Activity

87

Retailer Meetings

85

Broker & Developer Meetings

18

Networking Events

279

Meetings in 2 days



The show had the energy of 2006, before the Great Recession. This year set a record in the number of retail exhibitors and retailers who have been dormant with expansion are waking up and actively seeking net new locations.

~ Lacy Beasley, President

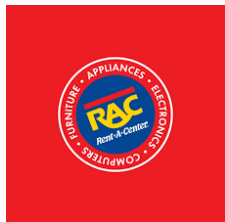
WHO WE MET WITH

Retailers



WHO WE MET WITH

Retailers



WHO WE MEET WITH

Brokers & Developers



WHO WE MET WITH

Brokers & Developers



Las Vegas Retail Recap

Potential Interest

Circle K - We met with Uzi Rios, Sandra Agraz, Nick Stratton, and Sarah Longwell at Circle K development. Uzi is the contact that covers Lake Stevens, and we followed-up on discussions with him about the market. Uzi is interested in Lake Stevens, but will either hold out until he is able to identify a hard-corner site around Costco or a strong site around Safeway. While that site preference doesn't currently exist around Safeway, he is eager to continue watching the developments around Costco.

Jack in the Box - Brian Alkema covers the region and is very familiar with Lake Stevens. The current location does well, and he is interested in investigating to see if Lake Stevens is a two-store market. If there were to be an additional location, Brian would investigate the Costco area first.

Heartland Dental - Our contact, Andy Mace, covers Lake Stevens and expressed further interest in the market when we sat down with him. After an initial call with him a few months ago, he reviewed the market, particularly the Lake Stevens Landing site on Soper Hill Rd. They like the center but with no grocery/pharmacy anchors, it is not preferred. Right now, they would pursue Frontier Village or a new development around Costco.

Primrose Schools - Donna Prada is specifically interested in Lake Stevens and has previously toured the area, with emphasis on the Lake Stevens Landing site on Soper Hill Rd. Donna said she could take Lot 1 on this development for a 2-story school. It seems that her largest holdup is uncertainty with entitlement and permits from the city and she would welcome a conversation with the city to discuss further.

Las Vegas Retail Recap

Potential Interest

Carl's Jr - Stephen Smith is the new Real Estate Developer for the West Coast. He was introduced to us in-person by Ingrid Akers who recently left the company. Stephen wants to analyze Lake Stevens and see if it would be a fit. We will follow-up to discuss the market further.

Buffalo Wild Wings – We checked-in with Kenny Burdi after not having any response from him following the ICSC Vegas show in December. Kenny spoke primarily about the new Buffalo Wild Wings "Go" concept that they're beginning to implement. Kenny is still interested in considering Lake Stevens but currently does not have a franchisee to develop in the market. The "Go" concepts are 900-1,500 SF and need over \$1m in sales. They are trying to open 65 corporate locations and sell them to select franchisees, in addition to franchise-developed locations.

Las Vegas Retail Recap

Maybe Later On / Needs Franchisee

Pizza Hut - We sat down with Josh Hermundson who covers the West Coast. They are opening more stores in 2022 than in the past decade combined. They rely heavily on comparable restaurant/store sales in markets with a \$1.3m minimum for the state of Washington. Josh said they don't have a need for any new locations in the Lake Stevens market as of now.

Raising Cane's - Dale Goss shared they are beginning expansion into the Seattle area and asked that we contact the real estate manager below him, Paxton Sandidge, to discuss further.

7-Eleven - Jeff Brown said they do not currently need to add locations in the market, and he was concerned about access around the areas where they would add a location in the high-traffic areas of town.

Las Vegas Retail Recap

Other Conversations

Sport Clips – Shea Laffere, the Real Estate Director for the region, said the Lake Stevens location is the number-one Sport Clips in the State of Washington.

Dutch Bros - Kelli Sparkman does not cover the state of Washington, but shared they are considering a wide range of markets, with the most important facet of expansion being that they to have an operator with 6-8 locations within one hour drive from their home. This operator is company employed with no equity in their locations (not a franchisee). This should not be a problem due to proximity to the Seattle market, and she will connect us with Ami Chmielik who covers the area at Dutch Bros.

CITY DEPARTMENT REPORT



Agenda Date: 6/14/2022

Contact Person/Department: Anya Warrington, Troy Stevens, Human Resources

Per staff's recommendation and City Council's approval of the usage of pandemic recovery funds, Information Technology and Human Resources has added modules to our HRIS suite, NEOGOV. This addition includes implementing digital onboarding and forms, which will help HR, supervisors and employees not only navigate new hire orientation, will streamline processes and open up the door for digitizing personnel files. The cost of adding these modules is \$19,228.95 through 2023 and includes setup costs.

CITY DEPARTMENT REPORT



Agenda Date: 6/14/2022

Contact Person/Department: Aaron Halverson, Public Works

This report is intended to correct a reporting issue by the Public Works Department regarding procurements that are over \$10,000 but under the Council approval threshold. The procurement policy requires that these expenses be reported to the Council at their next regular Council meeting. In the future, these expenditures will be reported in accordance with the City's policy.

Mitsubishi Flatbed Truck: The City was successful in its bid for \$10,000 to purchase a 1999 Mitsubishi Cabover Flatbed 4x4 truck with a crane and water tank from the Lake Stevens Sewer District. The vehicle has 33,000 miles and will be used for anything a 4x4 flatbed truck is used for including hauling smaller quantities of materials (bark, plants, weeds/vegetation), moving vault lids or adjusting manholes, and sanding/plowing if the attachments are purchased. This vehicle does not require a CDL to operate, allowing it to be driven by any Public Works employee. Funding for this procurement will come from the Capital Equipment Fund and will be offset by savings on other equipment procurements.

Ford Mavericks: Four Ford Mavericks were procured by the City for use by Public Works. These vehicles were purchased in-lieu of the two Ford F-150s that were in the approved budget. The four Mavericks total cost was \$105,473.20 and the Capital Equipment Fund Budget was for \$120,000. The Ford Mavericks will be used by Supervisors and Inspectors that do not have a need to haul large quantities of tools or equipment.

X Mark Mower: A new X Mark Mower was procured for \$14,498.30 to be used to mow the City's parks. The Capital Equipment Budget for this procurement is \$15,000.

Backhoe: A new backhoe has been ordered for use by all divisions of Public Works. The cost of this procurement was \$162,521.59. The Capital Equipment Budget for this procurement was \$195,000.

Roll Off Truck Accessories: Snow equipment (plow and sander) was procured for \$17,194.08 and a dump trailer attachment was procured for \$36,599.92 as accessories to the City's new roll off truck. The cost of these attachments are offset by the savings in other equipment purchases.

Dump Trailer: The City procured a dump trailer for \$13,774.57. The budget for this procurement is \$20,000.

Northsound Physical Therapy Carpet: A vendor was hired to install new carpet at the City's facility at 1819 S. Lake Stevens Road. The City leases the building to several commercial businesses and is responsible for facility maintenance, including carpet replacement. The cost for this contract was \$17,675.56.

North Cove Park Restroom Restoration: The City executed a contract with ServPro to restore the North Cove Park Restroom after it was damaged by water. The cost of the contract is \$26,488.69 and will be reimbursed by the City's insurance.

Diverse Earthworks: The City signed a contract with Diverse Earthworks for \$34,000 to patch the concrete in the rock wall at the North Cove Park playground, repair the northern taper at the driveway to City Hall and correct two ADA compliance issues on Main Street. Funding for this vendor contract will come from the sidewalk fund and parks operations.

Street Signs Posts: 100 signposts (50 at 10' length, 50 at 12' length) and 86 sign anchors were purchased from Granite Construction. These posts and anchors will be used to install new signs, replace 4x4 wood posts or replace damaged signposts throughout the City. The cost for this procurement was \$13,833.28.

Fence Contract: A contract was executed with NPR Fence to install an automatic gate and fence along the frontage of the Public Works shop. Currently, the gate is manual and requires users to exit their vehicle after-hours to open the gate to gain access to the refueling or other City business. The additional fence will create a barrier between 131st Avenue NE and the Public Works yard increasing security. The contract amount is \$23,178.86 for this work and will be funded with operations funds in the three divisions of Public Works.

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	05/25/2022, 06/10/2022	\$574,878.39
Payroll Checks	55807, 55820	\$4,058.76
Electronic Funds Transfers	ACH	\$182,723.48
Claims	55808-55819, 55821-55927	\$2,311,580.26
Void Checks	49084, 55031, 55774	(\$1,596.53)
Total Vouchers Approved:		\$3,071,644.36

This 14th day of June 2022

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

June 14, 2022



City expenditures by type for this voucher packet		
Personnel Costs	\$ 578,937	19%
Payroll Federal Taxes	\$ 102,328	3%
Retirement Benefits - Employer	\$ 62,382	2%
Medical Benefits - Employer	\$ 2,477	0%
Other Employer Paid Benefits	\$ 4,749	0%
Employee Paid Benefits	\$ 13,755	0%
Supplies	\$ 55,096	2%
Professional Services	\$ 324,338	11%
Refunds	\$ 1,370	0%
Capital *	\$ 1,037,688	34%
Debt Payments	\$ 890,122	29%
Void Checks	\$ (1,597)	0%
Total	\$ 3,071,644	100%

Large Purchases

- * Skatepark Features - \$15,260
- * SR9/Lake Stevens Rd Roundabout - \$811,630
- * 1999 Mitsubishi Fuso F639 Purchase - \$10,000
- * 91st Ave SE Ext/Water Line Relocation - \$198,369

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 05/19/2022 - 06/10/2022

Total for Period
\$2,494,303.74

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-18552	001 008 521 20 31 01	LE-Fixed Minor Equipment	Uniform Shirt - O Sholz	55821	\$122.18
911 Supply Inc	INV-2-18553	001 008 521 20 31 05	LE-Equipment - New Officers	Jumpsuit - D Dreher	55821	\$410.99
911 Supply Inc	INV-2-18699	001 008 521 20 31 05	LE-Equipment - New Officers	Tactical Pant/Hemming - O Scholz	55821	\$174.54
					55821 Total	\$707.71
AAA of Everett	EV163781	001 008 521 50 48 00	LE-Facility Repair & Maint	PD Fire Extinguisher Service	55822	\$484.73
					55822 Total	\$484.73
Ace Hardware	73230	001 013 518 20 31 00	GG-Operating Costs	Swivel Light Control/LED Light for 1819 S Lake Stevens	55823	\$49.06
Ace Hardware	73239	001 010 576 80 31 00	PK-Operating Costs	Fasteners	55823	\$15.67
Ace Hardware	73276	001 010 576 80 31 00	PK-Operating Costs	Moisture Absorber	55823	\$6.54
Ace Hardware	73295	001 010 576 80 31 00	PK-Operating Costs	Gloves	55823	\$32.72
Ace Hardware	73297	001 010 576 80 31 00	PK-Operating Costs	Keys/Brass/Plastic Male Throwaway Cylinder Thread	55823	\$30.94
Ace Hardware	73297	101 016 544 90 31 02	ST-Operating Cost	Keys/Brass/Plastic Male Throwaway Cylinder Thread	55823	\$30.94
Ace Hardware	73297	410 016 531 10 31 02	SW - Operating Costs	Keys/Brass/Plastic Male Throwaway Cylinder Thread	55823	\$30.95
Ace Hardware	73299	001 013 518 20 31 00	GG-Operating Costs	Keys for 1819 S Lake Stevens Rd	55823	\$5.87
Ace Hardware	73328	001 010 576 80 31 00	PK-Operating Costs	Potting Soil	55823	\$72.23
Ace Hardware	73334	101 016 544 90 31 02	ST-Operating Cost	Grout/Patch Concrete	55823	\$50.15
Ace Hardware	73337	001 010 576 80 31 00	PK-Operating Costs	Extension Cords	55823	\$445.10
Ace Hardware	73359	001 012 575 50 31 00	CS- The Mill- Ops	Outlets/Covers/Trash Cans	55823	\$112.15
Ace Hardware	73360	304 016 595 30 60 03	Festival Street/Mill Spur	Bollard Lights/Wire	55823	\$732.27
Ace Hardware	73362	001 010 576 80 31 00	PK-Operating Costs	Utility Knives/Wire Conn/Wires	55823	\$55.72
Ace Hardware	73362	101 016 544 90 31 02	ST-Operating Cost	Utility Knives/Wire Conn/Wires	55823	\$55.71
Ace Hardware	73362	410 016 531 10 31 02	SW - Operating Costs	Utility Knives/Wire Conn/Wires	55823	\$55.71
Ace Hardware	73370	001 010 576 80 31 00	PK-Operating Costs	PVC Flexible Couplings	55823	\$6.17
Ace Hardware	73370	101 016 544 90 31 02	ST-Operating Cost	PVC Flexible Couplings	55823	\$6.18
Ace Hardware	73370	410 016 531 10 31 02	SW - Operating Costs	PVC Flexible Couplings	55823	\$6.18
Ace Hardware	73382	001 010 576 80 31 00	PK-Operating Costs	Spraypaint/Flex Seal	55823	\$13.81
Ace Hardware	73382	101 016 544 90 31 02	ST-Operating Cost	Spraypaint/Flex Seal	55823	\$13.81
Ace Hardware	73382	410 016 531 10 31 02	SW - Operating Costs	Spraypaint/Flex Seal	55823	\$13.81
Ace Hardware	73623	001 008 521 50 30 00	LE-Facilities Supplies	Paper/Kleenex/Dish Soap	55823	\$73.04
Ace Hardware	73691	001 008 521 50 30 00	LE-Facilities Supplies	Toilet Paper/Cleaner	55823	\$19.35
Ace Hardware	73697	001 008 521 50 30 00	LE-Facilities Supplies	Trash Bags	55823	\$35.99
					55823 Total	\$1,970.07
Alexander Printing Co Inc	72689	001 010 576 80 31 00	PK-Operating Costs	Business Cards - E Mangold	55824	\$35.57
Alexander Printing Co Inc	72689	101 016 544 90 31 02	ST-Operating Cost	Business Cards - E Mangold	55824	\$35.57
Alexander Printing Co Inc	72689	410 016 531 10 31 02	SW - Operating Costs	Business Cards - E Mangold	55824	\$35.57
Alexander Printing Co Inc	72689	410 016 531 10 31 02	SW - Operating Costs	Business Cards - S Farrant	55824	\$81.61
					55824 Total	\$188.32

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
All Battery Sales and Service	300-10099261	001 010 576 80 31 00	PK-Operating Costs	Directional LED Warning Light	55825	\$62.41
All Battery Sales and Service	300-10099261	101 016 544 90 31 02	ST-Operating Cost	Directional LED Warning Light	55825	\$62.41
All Battery Sales and Service	300-10099261	410 016 531 10 31 02	SW - Operating Costs	Directional LED Warning Light	55825	\$62.40
All Battery Sales and Service	300-10099328	001 010 576 80 31 00	PK-Operating Costs	Light Bar	55825	\$360.16
All Battery Sales and Service	300-10099328	101 016 544 90 31 02	ST-Operating Cost	Light Bar	55825	\$360.16
All Battery Sales and Service	300-10099328	410 016 531 10 31 02	SW - Operating Costs	Light Bar	55825	\$360.17
All Battery Sales and Service	300-10099767	101 016 544 90 31 02	ST-Operating Cost	12V Batteries (8)	55825	\$488.68
					55825 Total	\$1,756.39
Amazon Capital Services	1KD4-Q1K9-PLYC	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog House	55826	\$174.55
Amazon Capital Services	1W1D-Q7VG-XNMH	001 008 521 20 31 00	LE-Office Supplies	Binders/Tab Dividers	55826	\$74.97
					55826 Total	\$249.52
Amazon Capital Services	1316-HVYP-DRK7	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fire Extinguisher & Bracket for Vehicles/Keyboard/Mouse	55827	\$152.59
Amazon Capital Services	146W-CGKF-TYY1	001 010 576 80 31 00	PK-Operating Costs	Robot Vacuum Cleaner Return	55827	-\$181.67
Amazon Capital Services	146W-CGKF-TYY1	101 016 544 90 31 02	ST-Operating Cost	Robot Vacuum Cleaner Return	55827	-\$181.66
Amazon Capital Services	146W-CGKF-TYY1	410 016 531 10 31 02	SW - Operating Costs	Robot Vacuum Cleaner Return	55827	-\$181.66
Amazon Capital Services	14FF-YL7T-DGJH	001 007 558 50 31 02	PL-Permit Related Op. Costs	Wireless Earbuds (3)	55827	\$72.30
Amazon Capital Services	14Q7-LXG9-6FV1	410 016 531 10 31 02	SW - Operating Costs	Battery Charger	55827	\$39.27
Amazon Capital Services	1D7Q-9QQ3-LJFT	001 005 518 10 31 00	HR-Office Supplies	Classification Folders/Labels	55827	\$78.34
Amazon Capital Services	1F67-QQ4L-DCGT	001 006 518 80 31 00	IT-Office Supplies	Mastering Microsoft Books	55827	\$360.40
Amazon Capital Services	1QKR-MNNN-4HRN	001 010 576 80 31 00	PK-Operating Costs	OtterBox Case for iPhone	55827	\$11.20
Amazon Capital Services	1QKR-MNNN-4HRN	101 016 544 90 31 02	ST-Operating Cost	OtterBox Case for iPhone	55827	\$11.20
Amazon Capital Services	1QKR-MNNN-4HRN	410 016 531 10 31 02	SW - Operating Costs	OtterBox Case for iPhone	55827	\$11.20
Amazon Capital Services	1RCK-36HM-76RN	001 010 576 80 31 00	PK-Operating Costs	Rope/Extension Cables/Screen Door Spring	55827	\$136.49
Amazon Capital Services	1RCK-36HM-76RN	101 016 544 90 31 02	ST-Operating Cost	Rope/Extension Cables/Screen Door Spring	55827	\$136.50
Amazon Capital Services	1RCK-36HM-76RN	410 016 531 10 31 02	SW - Operating Costs	Rope/Extension Cables/Screen Door Spring	55827	\$136.49
Amazon Capital Services	1TQC-VX4C-3WKJ	001 010 576 80 31 00	PK-Operating Costs	Chain Link Fabirc Stretcher Bar/Notebook	55827	\$34.17
Amazon Capital Services	1TQC-VX4C-3WKJ	101 016 544 90 31 02	ST-Operating Cost	Chain Link Fabirc Stretcher Bar/Notebook	55827	\$34.18
Amazon Capital Services	1TQC-VX4C-3WKJ	410 016 531 10 31 02	SW - Operating Costs	Chain Link Fabirc Stretcher Bar/Notebook	55827	\$34.18
					55827 Total	\$703.52
Barrett	1999 (2)	410 016 531 10 31 02	SW - Operating Costs	Reissue Ck #49084 (2019) Street Sweeping Disposal	55828	\$1,072.50
					55828 Total	\$1,072.50
Bickford Motors Inc	1219703	001 010 576 80 48 00	PK-Repair & Maintenance	Seat Belt Install PW51	55829	\$82.90
Bickford Motors Inc	1219703	101 016 542 30 48 00	ST-Repair & Maintenance	Seat Belt Install PW51	55829	\$82.89
Bickford Motors Inc	1219703	410 016 531 10 48 00	SW - Repairs & Maintenance	Seat Belt Install PW51	55829	\$82.89
					55829 Total	\$248.68
Brost	51822	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Willowood Easement Acquisition Div 2	55830	\$100.00
					55830 Total	\$100.00
Cadman Materials Inc	5833681	410 016 531 10 41 03	SW - Street Cleaning	Street Sweeping Disposal	55831	\$2,192.66
					55831 Total	\$2,192.66

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Canon Financial Services Inc	28533821	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	55832	\$285.53
Canon Financial Services Inc	28533823	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Lease CH Planning/Building	55832	\$76.98
Canon Financial Services Inc	28533823	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Lease CH Planning/Building	55832	\$76.98
Canon Financial Services Inc	28533823	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Planning/Building	55832	\$76.98
Canon Financial Services Inc	28564905	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	55832	\$11.40
Canon Financial Services Inc	28564905	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	55832	\$11.39
Canon Financial Services Inc	28564905	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	55832	\$11.39
					55832 Total	\$550.65
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - Parks Director	55833	\$1,957.66
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - Parks Drop In	55833	\$1,957.66
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - Parks Supervisor	55833	\$1,957.66
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - PW Admin Cubicle	55833	\$652.55
CDW Government Inc	W698920	101 016 544 90 31 02	ST-Operating Cost	Lenovo Thinkpad - PW Admin Cubicle	55833	\$652.55
CDW Government Inc	W698920	410 016 531 10 31 02	SW - Operating Costs	Lenovo Thinkpad - PW Admin Cubicle	55833	\$652.55
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - PW Drop In Office	55833	\$652.56
CDW Government Inc	W698920	101 016 544 90 31 02	ST-Operating Cost	Lenovo Thinkpad - PW Drop In Office	55833	\$652.55
CDW Government Inc	W698920	410 016 531 10 31 02	SW - Operating Costs	Lenovo Thinkpad - PW Drop In Office	55833	\$652.55
CDW Government Inc	W698920	001 010 576 80 31 00	PK-Operating Costs	Lenovo Thinkpad - Recreation Coordinator	55833	\$1,957.66
CDW Government Inc	X001175	510 006 518 80 31 00	Purchase Computer Equipment	Dell 3Y ProSupport	55833	\$98.71
CDW Government Inc	X197738	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Annul Microsoft Suite	55833	\$69,218.98
					55833 Total	\$81,063.64
Centurion inc	QUOTE 3371	004 013 594 18 60 01	RR - Capital Purchases	Skatepark Features	55834	\$15,259.76
					55834 Total	\$15,259.76
Cintas Loc 460	4119248725	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55835	\$134.89
Cintas Loc 460	4119248725	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55835	\$134.89
Cintas Loc 460	4119248725	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55835	\$134.88
Cintas Loc 460	4119978641	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55835	\$134.68
Cintas Loc 460	4119978641	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55835	\$134.68
Cintas Loc 460	4119978641	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55835	\$134.68
Cintas Loc 460	4120619804	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	55835	\$182.33
Cintas Loc 460	4120619804	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	55835	\$182.33
Cintas Loc 460	4120619804	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	55835	\$182.33
					55835 Total	\$1,355.69
City of Everett	I22003085	001 008 554 30 41 00	LE-Animal Control	Animal Boarding Fees	55836	\$1,200.00
City of Everett	I22003091	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 04-2022	55836	\$705.00
					55836 Total	\$1,905.00
City of Marysville	POLIN 22-0013	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 04-2022	55837	\$3,928.61
City of Marysville	POLIN 22-0016	001 008 523 60 41 00	LE-Jail	Prisoner Medical 04-2022	55837	\$325.00
					55837 Total	\$4,253.61
CM Heating	0622 CMHEATING	003 000 322 10 00 00	Building Permits	BLD2022-0480 Refund Customer Cancelled	55838	\$68.00
CM Heating	0622 CMHEATING	510 000 341 81 00 00	Technology Fee	BLD2022-0480 Refund Customer Cancelled	55838	\$2.04
					55838 Total	\$70.04
Code Publishing LLC	GC0007631	001 003 514 20 41 00	CC-Professional Services	Muni Code Update	55839	\$110.06
					55839 Total	\$110.06

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Columbia Consulting LTD	INVOICE 1	001 005 518 10 41 01	HR - Advertising/Marketing	Executive Recruitment for Parks/Recreation Director	55840	\$8,333.33
Columbia Consulting LTD	INVOICE 2	001 005 518 10 41 01	HR - Advertising/Marketing	Executive Recruitment for Parks/Recreation Director	55840	\$8,333.33
					55840 Total	\$16,666.66
Databar Inc	256295	001 004 514 23 31 00	FI-Office Supplies	Multipurpose Checks	55841	\$560.13
					55841 Total	\$560.13
DataQuest LLC	18403	001 003 514 20 41 00	CC-Professional Services	Background Checks	55842	\$68.50
DataQuest LLC	18403	001 007 558 50 41 00	PL-Professional Servic	Background Checks	55842	\$79.50
DataQuest LLC	18403	001 008 521 20 41 00	LE-Professional Services	Background Checks	55842	\$58.50
DataQuest LLC	18403	001 010 576 80 41 00	PK-Professional Services	Background Checks	55842	\$217.50
DataQuest LLC	18403	001 013 518 20 41 00	GG-Professional Service	Background Checks	55842	\$117.00
					55842 Total	\$541.00
David Evans and Associates Inc	509998	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-17 Toll Estates FP	55843	\$112.20
David Evans and Associates Inc	509999	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-03 Stillwater BLA	55843	\$2,798.10
David Evans and Associates Inc	510000	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-04 Hisey Plat	55843	\$1,067.70
David Evans and Associates Inc	510001	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-08 Helseth Construction Plans	55843	\$1,097.10
David Evans and Associates Inc	510002	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-09 Wolff BLA	55843	\$1,678.50
David Evans and Associates Inc	510003	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 21-20 North Cove Park Drainage	55843	\$3,038.00
David Evans and Associates Inc	510033	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs - 22-07 Vinje Constructions Plans	55843	\$2,263.20
					55843 Total	\$12,054.80
Davido Consulting Group Inc	41408	410 016 531 10 41 01	SW - Professional Services	Engineering Svcs-Downtown Stormwater Projects 1-4	55844	\$3,534.00
					55844 Total	\$3,534.00
Dept of Commerce	PWTF-181168	401 070 592 35 83 02	PWTF 2006 - Interest	PWTF LOAN # PW-06-962-020 - Interest	55845	\$10,238.49
Dept of Commerce	PWTF-181168	401 070 591 35 71 02	PWTF 2006 - Principal	PWTF LOAN # PW-06-962-020 - Principal	55845	\$409,539.47
Dept of Commerce	PWTF-330585	401 070 592 35 83 03	PWTF 2008 - Interest	PWTF LOAN # PC08-951-023 - Interest	55845	\$25,647.43
Dept of Commerce	PWTF-330585	401 070 591 35 71 03	PWTF 2008 - Principal	PWTF LOAN # PC08-951-023 - Principal	55845	\$301,734.45
Dept of Commerce	PWTF-81245	401 070 592 35 83 00	PWTF 2002 - Interest	PWTF LOAN # PW-02-691-029 - Interest	55845	\$428.46
Dept of Commerce	PWTF-81245	401 070 591 35 71 00	PWTF 2002 - Principal	PWTF LOAN # PW-02-691-029 - Principal	55845	\$85,691.17
Dept of Commerce	PWTF-98984	401 070 592 35 83 01	PWTF 2005 - Interest	PWTF LOAN # PW-05-691-PRE-137 - Interest	55845	\$4,210.53
Dept of Commerce	PWTF-98984	401 070 591 35 71 01	PWTF 2005 - Principal	PWTF LOAN # PW-05-691-PRE-137 - Principal	55845	\$52,631.57
					55845 Total	\$890,121.57
Dept of Licensing	052122 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 05/15/22 thru 05/21/22	55846	\$180.00
Dept of Licensing	052822 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 05/22/22 thru 05/28/22	55846	\$381.00
Dept of Licensing	060422 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 05/29/22 thru 06/04/22	55846	\$144.00
					55846 Total	\$705.00
Dept of Retirement (Deferred Comp)	52522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$4,477.47
					0 Total	\$4,477.47
Dept of Retirement PERS LEOFF	52522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$62,125.89
Dept of Retirement PERS LEOFF	52522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	0	\$256.06
					0 Total	\$62,381.95
Dept of Revenue EFT	Apr-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes - April 2022	0	\$635.08
					0 Total	\$635.08
Dept of Transportation	RS-313-ATB20516029	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	55847	\$811,629.50
					55847 Total	\$811,629.50

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dicks Towing Inc	18213246	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-08145	55848	\$125.81
Dicks Towing Inc	18214680	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-08776	55848	\$125.70
Dicks Towing Inc	E193747	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-07396	55848	\$126.39
					55848 Total	\$377.90
E&E Lumber Inc	239479	001 010 576 80 31 00	PK-Operating Costs	Lumber	55849	\$531.13
E&E Lumber Inc	260248	001 010 576 80 31 00	PK-Operating Costs	Cedar/Corner Posts/Split Rail	55849	\$536.99
					55849 Total	\$1,068.12
EASL Inc	LS-0622	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 05-2022	55850	\$5,503.30
					55850 Total	\$5,503.30
EFTPS	52522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$102,327.52
					0 Total	\$102,327.52
Electronic Business Machines	AR220357	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55851	\$17.64
Electronic Business Machines	AR220357	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	55851	\$17.64
Electronic Business Machines	AR220357	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	55851	\$17.64
Electronic Business Machines	AR220672	001 008 521 50 48 00	LE-Facility Repair & Maint	Copier Copy Cost PD - JMQ10326	55851	\$70.55
					55851 Total	\$123.47
Encore One LLC	175970	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	55852	\$160.00
Encore One LLC	175970	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	410 016 531 10 41 01	SW - Professional Services	Janitorial Services - City Hall	55852	\$55.50
Encore One LLC	175970	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	55852	\$1,257.00
Encore One LLC	175970	001 012 575 50 41 00	CS- The Mill- Janitorial	Janitorial Services - The Mill	55852	\$183.00
Encore One LLC	175970	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	55852	\$155.00
					55852 Total	\$2,088.00
Engineering Business Systems Inc	135879	001 010 576 80 31 00	PK-Operating Costs	Plotter Paper/Ink	55853	\$136.72
Engineering Business Systems Inc	135879	101 016 544 90 31 02	ST-Operating Cost	Plotter Paper/Ink	55853	\$136.71
Engineering Business Systems Inc	135879	410 016 531 10 31 02	SW - Operating Costs	Plotter Paper/Ink	55853	\$136.71
					55853 Total	\$410.14
Everett Steel Inc	360686	001 010 576 80 31 00	PK-Operating Costs	Steel Plate	55854	\$473.12
					55854 Total	\$473.12
Feldman & Lee PS	05-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 05-2022	55855	\$10,000.00
					55855 Total	\$10,000.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	55808	\$177.57
					55808 Total	\$177.57
Granite Construction Supply	95203	001 010 576 80 31 00	PK-Operating Costs	Jumbo Head Drive Rivets	55856	\$135.54
Granite Construction Supply	95203	101 016 544 90 31 02	ST-Operating Cost	Jumbo Head Drive Rivets	55856	\$135.55
Granite Construction Supply	95203	410 016 531 10 31 02	SW - Operating Costs	Jumbo Head Drive Rivets	55856	\$135.54
Granite Construction Supply	95261	101 016 544 90 31 02	ST-Operating Cost	Signs - No Parking/5am to Midnight	55856	\$1,294.90
Granite Construction Supply	95262	101 016 544 90 31 02	ST-Operating Cost	Recip Blade	55856	\$39.56
					55856 Total	\$1,741.09

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Greenshields Industrial Supply Inc	118643	101 016 544 90 31 02	ST-Operating Cost	Self Locking Swivel Hook/Coupling Link	55857	\$206.61
Greenshields Industrial Supply Inc	118717	001 010 576 80 31 00	PK-Operating Costs	Chain Hooks	55857	\$58.89
Greenshields Industrial Supply Inc	118717	101 016 544 90 31 02	ST-Operating Cost	Chain Hooks	55857	\$58.89
Greenshields Industrial Supply Inc	118717	410 016 531 10 31 02	SW - Operating Costs	Chain Hooks	55857	\$58.89
					55857 Total	\$383.28
Halverson	050422HALVERSON	001 010 576 80 43 00	PK-Travel & Meetings	Labor Relations Institute Yakima WA Meals-Halverson	55858	\$29.34
Halverson	050422HALVERSON	101 016 543 30 43 00	ST-Travel & Meetings	Labor Relations Institute Yakima WA Meals-Halverson	55858	\$29.33
Halverson	050422HALVERSON	410 016 531 10 43 00	SW - Travel & Meetings	Labor Relations Institute Yakima WA Meals-Halverson	55858	\$29.33
					55858 Total	\$88.00
Hathaway	33199	001 010 576 80 31 00	PK-Operating Costs	Blue Signature Stamps - A Halverson	55859	\$25.60
Hathaway	33199	101 016 544 90 31 02	ST-Operating Cost	Blue Signature Stamps - A Halverson	55859	\$25.61
Hathaway	33199	410 016 531 10 31 02	SW - Operating Costs	Blue Signature Stamps - A Halverson	55859	\$25.61
Hathaway	33249	001 010 576 80 31 00	PK-Operating Costs	Blue Signature Stamp - R Wietholter	55859	\$10.98
Hathaway	33249	101 016 544 90 31 02	ST-Operating Cost	Blue Signature Stamp - R Wietholter	55859	\$10.97
Hathaway	33249	410 016 531 10 31 02	SW - Operating Costs	Blue Signature Stamp - R Wietholter	55859	\$10.97
					55859 Total	\$109.74
Heiner	011322 HEINER 2	001 000 382 10 00 01	The Mill - Deposit	Reissue Ck #55031 LS21-Heiner Damage Deposit Refund	55860	\$100.00
					55860 Total	\$100.00
Heist	052822 HEIST	001 000 382 10 00 01	The Mill - Deposit	LS22-Heist Sawyers Room Rental 05/28/22 Deposit Refund	55861	\$100.00
					55861 Total	\$100.00
Home Depot	2012761	001 010 576 80 31 00	PK-Operating Costs	Plywood/Posts/Studs/Tape/Pole Sockets/Hooks	55862	\$262.05
Home Depot	2012761	101 016 544 90 31 02	ST-Operating Cost	Plywood/Posts/Studs/Tape/Pole Sockets/Hooks	55862	\$262.06
Home Depot	2012761	410 016 531 10 31 02	SW - Operating Costs	Plywood/Posts/Studs/Tape/Pole Sockets/Hooks	55862	\$262.06
Home Depot	3014755	101 016 544 90 31 02	ST-Operating Cost	Door	55862	\$355.23
Home Depot	4012393	001 010 576 80 31 00	PK-Operating Costs	Concrete Mix	55862	\$82.03
Home Depot	4012393	101 016 544 90 31 02	ST-Operating Cost	Concrete Mix	55862	\$82.02
Home Depot	4012393	410 016 531 10 31 02	SW - Operating Costs	Concrete Mix	55862	\$82.02
Home Depot	4014524	001 010 576 80 31 00	PK-Operating Costs	Tube for Concrete/Concrete	55862	\$86.20
Home Depot	4014524	101 016 544 90 31 02	ST-Operating Cost	Tube for Concrete/Concrete	55862	\$86.20
Home Depot	4014524	410 016 531 10 31 02	SW - Operating Costs	Tube for Concrete/Concrete	55862	\$86.20
					55862 Total	\$1,646.07
Honey Bucket	552749947	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	55863	\$132.00
Honey Bucket	552760736	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	55863	\$330.89
Honey Bucket	552760737	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	55863	\$274.45
Honey Bucket	552765971	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - North Cove Boat Launch	55863	\$274.45
Honey Bucket	552780495	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	55863	\$142.50
Honey Bucket	552780496	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	55863	\$224.00
Honey Bucket	552788979	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	55863	\$249.50
Honey Bucket	552792081	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	55863	\$170.50
					55863 Total	\$1,798.29
Hough Beck & Baird Inc	14486	004 013 518 20 40 00	RR - Professional Services	Frontier Heights Park Site Plan Development	55864	\$4,485.00
					55864 Total	\$4,485.00
HSA Bank	52522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	55809	\$125.00
					55809 Total	\$125.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Industrial Bolt & Supply Inc	785792-1	001 010 576 80 31 00	PK-Operating Costs	Drill/Blades/Nutsert Tool/Fuses/Washers	55865	\$237.65
Industrial Bolt & Supply Inc	785792-1	101 016 544 90 31 02	ST-Operating Cost	Drill/Blades/Nutsert Tool/Fuses/Washers	55865	\$237.66
Industrial Bolt & Supply Inc	785792-1	410 016 531 10 31 02	SW - Operating Costs	Drill/Blades/Nutsert Tool/Fuses/Washers	55865	\$237.66
					55865 Total	\$712.97
Iron Mountain Quarry LLC	100622	101 016 544 90 31 02	ST-Operating Cost	Rock	55866	\$214.39
					55866 Total	\$214.39
J Thayer Co Inc	1590470-0	001 010 576 80 31 00	PK-Operating Costs	Paper/Notepads/Tape/Highlighters/Lead/Pens	55867	\$91.84
J Thayer Co Inc	1590470-0	101 016 544 90 31 02	ST-Operating Cost	Paper/Notepads/Tape/Highlighters/Lead/Pens	55867	\$91.85
J Thayer Co Inc	1590470-0	410 016 531 10 31 02	SW - Operating Costs	Paper/Notepads/Tape/Highlighters/Lead/Pens	55867	\$91.85
J Thayer Co Inc	1590470-1	001 010 576 80 31 00	PK-Operating Costs	Pens	55867	\$6.18
J Thayer Co Inc	1590470-1	101 016 544 90 31 02	ST-Operating Cost	Pens	55867	\$6.18
J Thayer Co Inc	1590470-1	410 016 531 10 31 02	SW - Operating Costs	Pens	55867	\$6.18
J Thayer Co Inc	1591764-0	001 010 576 80 31 00	PK-Operating Costs	Copy Paper	55867	\$40.66
J Thayer Co Inc	1591764-0	101 016 544 90 31 02	ST-Operating Cost	Copy Paper	55867	\$40.66
J Thayer Co Inc	1591764-0	410 016 531 10 31 02	SW - Operating Costs	Copy Paper	55867	\$40.65
J Thayer Co Inc	1592427-0	001 010 576 80 31 00	PK-Operating Costs	Rulers	55867	\$2.71
J Thayer Co Inc	1592427-0	101 016 544 90 31 02	ST-Operating Cost	Rulers	55867	\$2.70
J Thayer Co Inc	1592427-0	410 016 531 10 31 02	SW - Operating Costs	Rulers	55867	\$2.71
J Thayer Co Inc	1592577-0	001 010 576 80 31 00	PK-Operating Costs	Paper	55867	\$30.88
J Thayer Co Inc	1592577-0	101 016 544 90 31 02	ST-Operating Cost	Paper	55867	\$30.87
J Thayer Co Inc	1592577-0	410 016 531 10 31 02	SW - Operating Costs	Paper	55867	\$30.88
J Thayer Co Inc	1593362-0	001 010 576 80 31 00	PK-Operating Costs	Desk Caddy/Mail Labels/Post It Notes	55867	\$24.28
J Thayer Co Inc	1593362-0	101 016 544 90 31 02	ST-Operating Cost	Desk Caddy/Mail Labels/Post It Notes	55867	\$24.28
J Thayer Co Inc	1593362-0	410 016 531 10 31 02	SW - Operating Costs	Desk Caddy/Mail Labels/Post It Notes	55867	\$24.27
J Thayer Co Inc	1594145-0	410 016 531 10 31 02	SW - Operating Costs	Stapler/Notepad	55867	\$46.63
J Thayer Co Inc	1594355-0	001 010 576 80 31 00	PK-Operating Costs	Paper Towels	55867	\$27.25
J Thayer Co Inc	1594355-0	101 016 544 90 31 02	ST-Operating Cost	Paper Towels	55867	\$27.26
J Thayer Co Inc	1594355-0	410 016 531 10 31 02	SW - Operating Costs	Paper Towels	55867	\$27.26
J Thayer Co Inc	1594480-0	001 010 576 80 31 00	PK-Operating Costs	Triangular Scale	55867	\$6.24
J Thayer Co Inc	1594480-0	101 016 544 90 31 02	ST-Operating Cost	Triangular Scale	55867	\$6.25
J Thayer Co Inc	1594480-0	410 016 531 10 31 02	SW - Operating Costs	Triangular Scale	55867	\$6.25
J Thayer Co Inc	1594731-0	001 013 518 20 31 00	GG-Operating Costs	Paper/Disinfectant Wipes/Batteries	55867	\$79.26
J Thayer Co Inc	1594731-1	001 013 518 20 31 00	GG-Operating Costs	Hand Sanitizer	55867	\$31.36
					55867 Total	\$847.39
Jamie S Kim PS Inc	XZ0320959	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	55868	\$195.00
					55868 Total	\$195.00
Jorgensen	1021	510 006 518 80 49 32	LR - Permit Trax	Annual Maint Fee for PermitTrax Suite	55869	\$11,336.00
					55869 Total	\$11,336.00
Kaiser Permanente	71896744	001 008 521 20 41 00	LE-Professional Services	New Employee Health Screening - Scholz/Walters	55870	\$559.00
					55870 Total	\$559.00
Lake Industries LLC	292900	101 016 544 90 31 02	ST-Operating Cost	Hauling Services - PW Yard Export	55871	\$90.00
					55871 Total	\$90.00
Lake Stevens Chamber of Commerce	0622 CHAMBER	001 000 382 10 00 01	The Mill - Deposit	LS21-Tabor Hartford Hall Rental 06/02/22 Deposit Refund	55872	\$250.00
					55872 Total	\$250.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Chamber of Commerce	06-2022 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 06-2022	55873	\$1,500.00
					55873 Total	\$1,500.00
Lake Stevens Police Guild	52522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	55810	\$1,099.50
					55810 Total	\$1,099.50
Lake Stevens Sewer District	060122 TRUCK	530 016 594 48 60 00	Purchase Of Capital Equipment	1999 Mitsubishi Fuso - F639 Purchase	55813	\$10,000.00
					55813 Total	\$10,000.00
Land Development Consultants Inc	26741	101 016 542 30 41 02	ST-Professional Service	Vernon Road Survey Monitoring	55874	\$808.99
Land Development Consultants Inc	27468	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Parking Lot	55874	\$827.50
					55874 Total	\$1,636.49
Language Line Services Inc	10547634	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	55875	\$221.62
					55875 Total	\$221.62
Leadership Snohomish County	052022 LSC	001 000 382 10 00 01	The Mill - Deposit	LS22-Viloria Sawyers Room Rental 05/20/22 Deposit Refund	55876	\$100.00
					55876 Total	\$100.00
Lemay Mobile Shredding Inc	4749134S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	55877	\$12.33
Lemay Mobile Shredding Inc	4750610S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	55877	\$24.66
					55877 Total	\$36.99
Leonchik	060722 LEONCHIK	001 000 362 00 00 03	Davies Beach - Launch/Parking	Annual Boat Launch Refund	55878	\$75.00
					55878 Total	\$75.00
LEPS-PSS PLLC	2338	001 008 521 20 41 00	LE-Professional Services	Post-COE Psychological Evaluation	55879	\$410.00
					55879 Total	\$410.00
Lexipol LLC	INVPRA8808	001 008 521 20 41 01	LE-Professional Serv-Fixed	PoliceOne Academy Annual Subscription	55880	\$2,880.00
					55880 Total	\$2,880.00
Lopez	052222 LOPEZ	001 000 382 10 00 01	The Mill - Deposit	LS22-Lopez2 Hartford Hall Rental 05/22/22 Deposit Refund	55881	\$500.00
					55881 Total	\$500.00
McAuliffes Valley Nursery	1-11502	001 010 576 80 31 00	PK-Operating Costs	Trees/Plants for North Cove Park	55882	\$867.79
McAuliffes Valley Nursery	1-11503	101 016 544 90 31 02	ST-Operating Cost	Maple Trees	55882	\$426.89
					55882 Total	\$1,294.68
McLoughlin & Eardley Group Inc	262391	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Speaker PO #1857	55883	\$184.38
					55883 Total	\$184.38
Meyers	052722 MEYERS	001 000 362 00 00 03	Davies Beach - Launch/Parking	Davies Beach Parking Refund	55884	\$75.00
					55884 Total	\$75.00
Millerstoultime	5312248989	101 016 544 90 31 02	ST-Operating Cost	Butane Soldering Iron Kit	55885	\$93.01
Millerstoultime	5312248989	410 016 531 10 31 02	SW - Operating Costs	Butane Soldering Iron Kit	55885	\$93.01
					55885 Total	\$186.02
Monroe Correctional Complex	MCC2204.1314	001 010 576 80 31 00	PK-Operating Costs	DOC Work Crew 04-2022	55886	\$115.71
Monroe Correctional Complex	MCC2204.1314	410 016 531 10 31 02	SW - Operating Costs	DOC Work Crew 04-2022	55886	\$115.70
					55886 Total	\$231.41
National Construction Rentals Inc	6558964	304 016 595 30 60 03	Festival Street/Mill Spur	Temporary Fence Panels - 1804 Main St	55887	\$542.01
					55887 Total	\$542.01
Nationwide Retirement Solution	52522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$5,947.45
					0 Total	\$5,947.45

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nelson Petroleum Inc	0796310-IN	001 002 513 11 43 00	AD-Travel & Meetings	Fuel	55888	\$33.94
Nelson Petroleum Inc	0796310-IN	001 006 518 80 43 00	IT-Travel & Meetings	Fuel	55888	\$88.33
Nelson Petroleum Inc	0796310-IN	001 007 558 50 32 00	PL-Fuel	Fuel	55888	\$34.72
Nelson Petroleum Inc	0796310-IN	001 007 559 30 32 00	PB-Fuel	Fuel	55888	\$85.25
Nelson Petroleum Inc	0796310-IN	001 008 521 20 32 00	LE-Fuel	Fuel	55888	\$4,777.76
Nelson Petroleum Inc	0796310-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	55888	\$976.72
Nelson Petroleum Inc	0796310-IN	101 016 542 30 32 00	ST-Fuel	Fuel	55888	\$1,953.45
Nelson Petroleum Inc	0796310-IN	410 016 531 10 32 00	SW - Fuel	Fuel	55888	\$1,953.45
					55888 Total	\$9,903.62
New York Life EFT	Apr-22	001 001 511 60 20 00	Legislative - Benefits	Life/Disability Ins Premiums	0	\$36.13
New York Life EFT	Apr-22	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	0	\$93.60
New York Life EFT	Apr-22	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	0	\$42.32
New York Life EFT	Apr-22	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	0	\$224.57
New York Life EFT	Apr-22	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	0	\$277.15
New York Life EFT	Apr-22	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	0	\$90.17
New York Life EFT	Apr-22	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	0	\$352.32
New York Life EFT	Apr-22	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	0	\$237.64
New York Life EFT	Apr-22	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	0	\$1,367.36
New York Life EFT	Apr-22	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	0	\$178.72
New York Life EFT	Apr-22	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	0	\$113.94
New York Life EFT	Apr-22	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	0	\$458.13
New York Life EFT	Apr-22	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	0	\$704.06
					0 Total	\$4,176.11
O Reilly Auto Parts	2960-322448	001 010 576 80 31 00	PK-Operating Costs	Batteries PW88	55889	\$141.64
O Reilly Auto Parts	2960-322448	101 016 544 90 31 02	ST-Operating Cost	Batteries PW88	55889	\$141.65
O Reilly Auto Parts	2960-322448	410 016 531 10 31 02	SW - Operating Costs	Batteries PW88	55889	\$141.65
O Reilly Auto Parts	2960-323673	001 010 576 80 31 00	PK-Operating Costs	Fuel/Oil/Air Filters PW19	55889	\$42.16
O Reilly Auto Parts	2960-323673	101 016 544 90 31 02	ST-Operating Cost	Fuel/Oil/Air Filters PW19	55889	\$42.15
O Reilly Auto Parts	2960-323673	410 016 531 10 31 02	SW - Operating Costs	Fuel/Oil/Air Filters PW19	55889	\$42.16
O Reilly Auto Parts	2960-323684	001 010 576 80 31 00	PK-Operating Costs	Fuel/Water Separator Purchase & Exchange PW19	55889	-\$0.23
O Reilly Auto Parts	2960-323684	101 016 544 90 31 02	ST-Operating Cost	Fuel/Water Separator Purchase & Exchange PW19	55889	-\$0.24
O Reilly Auto Parts	2960-323684	410 016 531 10 31 02	SW - Operating Costs	Fuel/Water Separator Purchase & Exchange PW19	55889	-\$0.24
O Reilly Auto Parts	2960-323770	001 010 576 80 31 00	PK-Operating Costs	Fuel/Water Separator Purchase & Exchange	55889	\$9.98
O Reilly Auto Parts	2960-323770	101 016 544 90 31 02	ST-Operating Cost	Fuel/Water Separator Purchase & Exchange	55889	\$9.98
O Reilly Auto Parts	2960-323770	410 016 531 10 31 02	SW - Operating Costs	Fuel/Water Separator Purchase & Exchange	55889	\$9.98
O Reilly Auto Parts	2960-323986	001 010 576 80 31 00	PK-Operating Costs	Oil Filter PW19	55889	\$27.37
O Reilly Auto Parts	2960-323986	101 016 544 90 31 02	ST-Operating Cost	Oil Filter PW19	55889	\$27.37
O Reilly Auto Parts	2960-323986	410 016 531 10 31 02	SW - Operating Costs	Oil Filter PW19	55889	\$27.37
O Reilly Auto Parts	2960-326349	001 010 576 80 31 00	PK-Operating Costs	Battery PW3	55889	\$45.93
O Reilly Auto Parts	2960-326349	101 016 544 90 31 02	ST-Operating Cost	Battery PW3	55889	\$45.94
O Reilly Auto Parts	2960-326349	410 016 531 10 31 02	SW - Operating Costs	Battery PW3	55889	\$45.93
O Reilly Auto Parts	2960-326350	001 010 576 80 31 00	PK-Operating Costs	Battery PW72	55889	\$41.07
O Reilly Auto Parts	2960-326350	101 016 544 90 31 02	ST-Operating Cost	Battery PW72	55889	\$41.07
O Reilly Auto Parts	2960-326350	410 016 531 10 31 02	SW - Operating Costs	Battery PW72	55889	\$41.07

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
O Reilly Auto Parts	2960-327665	001 010 576 80 31 00	PK-Operating Costs	Wiper Fluid	55889	\$11.33
O Reilly Auto Parts	2960-327665	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid	55889	\$11.32
O Reilly Auto Parts	2960-327665	410 016 531 10 31 02	SW - Operating Costs	Wiper Fluid	55889	\$11.32
O Reilly Auto Parts	2960-328008	001 010 576 80 31 00	PK-Operating Costs	Power Plug/Air Filter/Car Wash Liquid	55889	\$9.67
O Reilly Auto Parts	2960-328008	101 016 544 90 31 02	ST-Operating Cost	Power Plug/Air Filter/Car Wash Liquid	55889	\$9.68
O Reilly Auto Parts	2960-328008	410 016 531 10 31 02	SW - Operating Costs	Power Plug/Air Filter/Car Wash Liquid	55889	\$9.68
O Reilly Auto Parts	2960-328009	101 016 544 90 31 02	ST-Operating Cost	Air Filter/Gloves PW75	55889	\$53.52
O Reilly Auto Parts	2960-328009	410 016 531 10 31 02	SW - Operating Costs	Air Filter/Gloves PW75	55889	\$53.52
O Reilly Auto Parts	2960-331939	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Wheel Nut PT-75	55889	\$7.64
					55889 Total	\$1,101.44
Office of the State Treasurer	05-2022 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 05-2022	55890	\$272.00
Office of the State Treasurer	05-2022 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 05-2022	55890	\$6,218.85
					55890 Total	\$6,490.85
Ogden Murphy Wallace PLLC	862502	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 04-2022	55891	\$11,415.50
Ogden Murphy Wallace PLLC	862502	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 04-2022 Power Line Trail Willowood/Quail Court	55891	\$7,770.94
Ogden Murphy Wallace PLLC	862502	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 04-2022 PRR	55891	\$3,759.00
Ogden Murphy Wallace PLLC	862502	001 011 515 41 41 04	Ext Attorney - Sewer	Legal Services 04-2022 Sewer	55891	\$495.00
Ogden Murphy Wallace PLLC	862502	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 04-2022 Sewer	55891	\$28,980.00
					55891 Total	\$52,420.44
OSW Equipment & Repair LLC	519360	001 010 576 80 48 00	PK-Repair & Maintenance	Trombetta Relay PW78	55892	\$36.21
OSW Equipment & Repair LLC	519360	101 016 542 30 48 00	ST-Repair & Maintenance	Trombetta Relay PW78	55892	\$36.20
OSW Equipment & Repair LLC	519360	410 016 531 10 48 00	SW - Repairs & Maintenance	Trombetta Relay PW78	55892	\$36.20
OSW Equipment & Repair LLC	519448	001 010 576 80 48 00	PK-Repair & Maintenance	Repair Connection in Tarp Motor Cable PW78	55892	\$25.28
OSW Equipment & Repair LLC	519448	101 016 542 30 48 00	ST-Repair & Maintenance	Repair Connection in Tarp Motor Cable PW78	55892	\$25.29
OSW Equipment & Repair LLC	519448	410 016 531 10 48 00	SW - Repairs & Maintenance	Repair Connection in Tarp Motor Cable PW78	55892	\$25.29
					55892 Total	\$184.47
Outcomes by Levy LLC	2022-05-LS	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 05-2022	55893	\$5,000.00
					55893 Total	\$5,000.00
Owen Equipment Company	106283	101 016 544 90 31 02	ST-Operating Cost	Harness	55814	\$669.15
Owen Equipment Company	106369	410 016 531 10 31 02	SW - Operating Costs	Industrial Hose/Nozzle Tip & Protector	55814	\$1,108.04
					55814 Total	\$1,777.19
Owen Equipment Company	106257	410 016 531 10 31 02	SW - Operating Costs	Emergency Control Stop Switch	55894	\$290.71
					55894 Total	\$290.71
Pace Engineers Inc	82529	004 013 518 20 40 00	RR - Professional Services	Septage Receiving Treatment Facility Study ARPA	55895	\$5,582.75
					55895 Total	\$5,582.75
PowerDMS Inc	INV20412	004 013 518 20 40 00	RR - Professional Services	PowerDMS Annual Subscription	55896	\$7,426.10
PowerDMS Inc	INV20412	001 008 521 20 41 01	LE-Professional Serv-Fixed	PowerDMS Annual Subscription for WASPC	55896	\$889.17
					55896 Total	\$8,315.27
Precision Turf Equipment LLC	12088-51369	410 016 531 10 31 02	SW - Operating Costs	Brush Knife/Rider Plate/Spring/Spacer/Tracking Knob	55815	\$131.86
					55815 Total	\$131.86
Proforce Marketing Inc	483515	520 008 594 21 63 03	Firearm - Capital Equip	Firearm Accessories PO #1861	55897	\$43.51
					55897 Total	\$43.51
Public Safety Testing Inc	PSTI22-153	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer	55898	\$1,514.90
					55898 Total	\$1,514.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Puget Sound Energy	22339471 0522	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	55816	\$396.99
Puget Sound Energy	24316495 0522	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	55816	\$229.81
Puget Sound Energy	24316495 0522	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	55816	\$229.81
Puget Sound Energy	24316495 0522	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	55816	\$229.81
Puget Sound Energy	24770236 0522	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	55816	\$189.55
Puget Sound Energy	28663866 0522	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	55816	\$296.37
Puget Sound Energy	28663874 0522	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	55816	\$96.25
Puget Sound Energy	3723810 0522	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	55816	\$179.13
					55816 Total	\$1,847.72
Purchase Power	05-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	55817	\$83.75
Purchase Power	05-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	55817	\$114.91
Purchase Power	05-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	55817	\$0.67
Purchase Power	05-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	55817	\$0.67
					55817 Total	\$200.00
Quadient Finance USA Inc	80346335 0522	001 008 521 20 42 00	LE-Communication	Postage PD	55818	\$321.63
					55818 Total	\$321.63
Quality Custom Blinds	1671	001 012 575 50 31 00	CS- The Mill- Ops	Blinds for Sawyers Room - Down Payment	55899	\$4,675.00
					55899 Total	\$4,675.00
Rain Tree & Sea LLC	86	001 007 571 00 30 00	PL-Park & Recreation	Farmers Market Chalk Sign Are	55900	\$163.50
					55900 Total	\$163.50
Redefined Corp	382206	001 006 518 80 41 00	IT-Professional Services	Contract IT Services 04-2022	55901	\$5,880.00
					55901 Total	\$5,880.00
RedTail LLC	20220703	101 016 544 90 31 02	ST-Operating Cost	Chain Link Fence Rental	55902	\$1,359.73
					55902 Total	\$1,359.73
Reece Construction Company	PROGRESS 14 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	55903	\$43,077.71
Reece Construction Company	PROGRESS 14 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	55903	-\$2,140.11
Reece Construction Company	PROGRESS 15 REECE	307 000 595 30 60 00	Project Construction Account	91st Ave SE Ext/Water Line Relocation	55903	\$165,595.46
Reece Construction Company	PROGRESS 15 REECE	307 000 382 20 00 00	Retainage Held	91st Ave SE Ext/Water Line Relocation Retainage	55903	-\$8,163.87
					55903 Total	\$198,369.19
SERVPRO of N Everett-Lake Stevens-Monroe	8353573	001 010 576 80 48 00	PK-Repair & Maintenance	Commercial Water Mitigation - North Cove Park Restrooms	55904	\$6,053.74
					55904 Total	\$6,053.74
Snohomish County Parks and Recreation	I000583980	001 010 576 80 31 00	PK-Operating Costs	Special Use Permit	55905	\$140.00
					55905 Total	\$140.00
Snohomish County Public Works	I000594209	101 016 544 90 31 02	ST-Operating Cost	Signal/Sign Repair & Maint 04-2022	55906	\$2,971.71
					55906 Total	\$2,971.71
Snohomish County PUD	100639344	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	55907	\$8.61
Snohomish County PUD	100639344	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	55907	\$1,072.23
Snohomish County PUD	100639344	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	55907	\$215.09
Snohomish County PUD	109097453	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	55907	\$5.94
Snohomish County PUD	109097453	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	55907	\$5.94
Snohomish County PUD	109097453	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	55907	\$5.93
Snohomish County PUD	112379503	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	55907	\$72.53
Snohomish County PUD	112382188	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	55907	\$151.46
Snohomish County PUD	112382189	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	55907	\$75.34
Snohomish County PUD	115682609	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	55907	\$24.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	115685369	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	55907	\$20.03
Snohomish County PUD	118987709	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	55907	\$59.94
Snohomish County PUD	118987709	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	55907	\$59.93
Snohomish County PUD	118987709	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	55907	\$59.92
Snohomish County PUD	125620171	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	55907	\$88.38
Snohomish County PUD	125624841	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	55907	\$92.65
Snohomish County PUD	125624841	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	55907	\$52.86
Snohomish County PUD	128888157	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 Commercial Bldg 1819 S Lake Stevens Rd	55907	\$615.01
Snohomish County PUD	128894412	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	55907	\$282.06
Snohomish County PUD	128894412	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	55907	\$282.05
Snohomish County PUD	128894412	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	55907	\$282.05
Snohomish County PUD	132207885	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	55907	\$71.61
Snohomish County PUD	132207885	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	55907	\$71.61
Snohomish County PUD	132207885	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	55907	\$71.60
Snohomish County PUD	138714271	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	55907	\$194.86
Snohomish County PUD	138714271	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	55907	\$381.09
Snohomish County PUD	138714271	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	55907	\$23.10
Snohomish County PUD	138714271	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	55907	\$106.86
Snohomish County PUD	142027129	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	55907	\$44.60
Snohomish County PUD	145362187	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	55907	\$55.31
Snohomish County PUD	148657748	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	55907	\$546.76
Snohomish County PUD	148661741	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	55907	\$48.74
Snohomish County PUD	151943964	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	55907	\$160.65
Snohomish County PUD	151943964	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	55907	\$221.25
Snohomish County PUD	151943964	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	55907	\$176.54
Snohomish County PUD	151943964	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	55907	\$23.00
Snohomish County PUD	151943964	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	55907	\$92.46
Snohomish County PUD	151943964	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	55907	\$65.56
Snohomish County PUD	151943964	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	55907	\$32.72
Snohomish County PUD	151943964	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	55907	\$403.61
Snohomish County PUD	151943964	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	55907	\$55.31
Snohomish County PUD	151944986	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	55907	\$24.04
Snohomish County PUD	155197160	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	55907	\$21.52
Snohomish County PUD	161562640	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	55907	\$47.93
Snohomish County PUD	164759929	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	55907	\$45.22
Snohomish County PUD	164760700	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	55907	\$46.46
					55907 Total	\$6,565.09
Snohomish County Sheriffs Office	2022-7312	001 008 523 60 41 00	LE-Jail	Jail Services 04-2022	55908	\$38,074.66
Snohomish County Sheriffs Office	2022-7342	001 008 523 60 41 00	LE-Jail	Jail Services Medical 04-2022	55908	\$2,466.84
					55908 Total	\$40,541.50
Snohomish County Treasurer	0522 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 05-2022	55909	\$95.04
					55909 Total	\$95.04
Sound Publishing Inc	EDH947534	001 013 518 30 41 01	GG-Advertising	CC Cancelled Workshop	55910	\$20.76
Sound Publishing Inc	EDH954662	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2022-0036 Lakeview Flats	55910	\$75.80
					55910 Total	\$96.56

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sound Safety Products Co Inc	470667/1	410 016 531 10 31 00	SW - Clothing	Boots - Case	55911	\$247.26
Sound Safety Products Co Inc	471490/1	101 016 542 90 31 01	ST-Clothing	Hoodie/Jacket - Fields	55911	\$290.09
Sound Safety Products Co Inc	473122/1	101 016 542 90 31 01	ST-Clothing	Jacket/Hoodie - M Anderson	55911	\$234.07
					55911 Total	\$771.42
Sound Security Inc	1053040	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	55912	\$571.21
Sound Security Inc	1053040	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	55912	\$385.00
Sound Security Inc	1053040	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	55912	\$196.48
Sound Security Inc	1053040	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	55912	\$196.49
Sound Security Inc	1053040	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	55912	\$196.48
					55912 Total	\$1,545.66
Stilly Auto Parts Napa LLC	38337	001 010 576 80 31 00	PK-Operating Costs	Air Filter PW14	55913	\$13.36
Stilly Auto Parts Napa LLC	38778	001 010 576 80 31 00	PK-Operating Costs	Oil	55913	\$220.43
Stilly Auto Parts Napa LLC	38778	101 016 544 90 31 02	ST-Operating Cost	Oil	55913	\$220.44
Stilly Auto Parts Napa LLC	38778	410 016 531 10 31 02	SW - Operating Costs	Oil	55913	\$220.44
					55913 Total	\$674.67
Teamsters Welfare Trust Dental EFT	Apr-22	001 000 282 00 00 00	Payroll Liability Retirement	Teamsters Dental Premium	0	\$2,476.80
Teamsters Welfare Trust Dental EFT	Apr-22	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium	0	\$27.52
Teamsters Welfare Trust Dental EFT	Apr-22	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium	0	\$68.80
Teamsters Welfare Trust Dental EFT	Apr-22	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium	0	\$20.64
Teamsters Welfare Trust Dental EFT	Apr-22	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium	0	\$20.64
					0 Total	\$2,614.40
Technological Services Inc	23045	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Door Latch Repair PT-20-89	55914	\$872.72
Technological Services Inc	23329	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-17-75	55914	\$34.07
Technological Services Inc	23330	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotate/Brake Inspect S-18-78	55914	\$142.87
Technological Services Inc	23365	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Filters/Tire Rotate PT-21-95	55914	\$251.78
					55914 Total	\$1,301.44
The Language Exchange Inc	426412	001 008 521 20 41 01	LE-Professional Serv-Fixed	Interpretation Services	55915	\$311.64
					55915 Total	\$311.64
The Sign Post	052422 SIGNPOST	003 007 558 50 49 00	Miscellaneous	SGN2021-0018 Refund - Scope of Work Revision	55916	\$50.00
					55916 Total	\$50.00
Thomco Aggregate LLC	3510	101 016 544 90 31 02	ST-Operating Cost	Concrete/Asphalt	55917	\$67.08
					55917 Total	\$67.08
ULINE	148248163	001 010 576 80 31 00	PK-Operating Costs	Signs/Gloves/Dry Erase Boards/Earmuffs	55918	\$307.07
ULINE	148248163	101 016 544 90 31 02	ST-Operating Cost	Signs/Gloves/Dry Erase Boards/Earmuffs	55918	\$307.06
ULINE	148248163	410 016 531 10 31 02	SW - Operating Costs	Signs/Gloves/Dry Erase Boards/Earmuffs	55918	\$307.06
ULINE	148498802	101 016 544 90 31 02	ST-Operating Cost	Trash Cans/Liners/Cleaner/Floor Dryer	55918	\$977.05
ULINE	148581606	410 016 531 10 31 02	SW - Operating Costs	Coat Hooks/Vacuum/Cleaner/Recycle Can/Scissors	55918	\$792.03
ULINE	149113629	001 010 576 80 31 00	PK-Operating Costs	Carpet Chair Mat/Vertical File Cabinet	55918	\$177.80
ULINE	149113629	101 016 544 90 31 02	ST-Operating Cost	Carpet Chair Mat/Vertical File Cabinet	55918	\$177.81
ULINE	149113629	410 016 531 10 31 02	SW - Operating Costs	Carpet Chair Mat/Vertical File Cabinet	55918	\$177.81
					55918 Total	\$3,223.69
UPS	0000074Y42202	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55819	\$69.18
UPS	0000074Y42212	001 008 521 20 42 00	LE-Communication	Evidence Shipping	55819	\$15.36
					55819 Total	\$84.54

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Vantagepoint Transfer Agents - 108991	752628	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	55811	\$435.73
					55811 Total	\$435.73
Vantagepoint Transfer Agents - 307428	752626	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	55812	\$1,764.69
					55812 Total	\$1,764.69
Verizon Northwest	9907193348	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	55919	\$2,922.66
					55919 Total	\$2,922.66
Washington State Dept of Enterprise Svcs	731114747	001 008 521 20 31 00	LE-Office Supplies	PD Business Cards - D Dreher/Scholz/Michael/Wells	55920	\$169.05
					55920 Total	\$169.05
Washington State Patrol	I22006992	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks 05-2022	55921	\$384.25
					55921 Total	\$384.25
Washington State Support Registry	52522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$163.50
					0 Total	\$163.50
Watch Systems LLC	53611	001 008 521 20 42 00	LE-Communication	Community Notification for Sex Offenders	55922	\$102.51
					55922 Total	\$102.51
Wave Broadband	103946401-0009528	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	55923	\$633.27
Wave Broadband	103946401-0009528	001 002 513 11 42 00	AD-Communications	Telephone Service	55923	\$70.31
Wave Broadband	103946401-0009528	001 003 514 20 42 00	CC-Communications	Telephone Service	55923	\$140.62
Wave Broadband	103946401-0009528	001 004 514 23 42 00	FI-Communications	Telephone Service	55923	\$140.62
Wave Broadband	103946401-0009528	001 005 518 10 42 00	HR-Communications	Telephone Service	55923	\$70.31
Wave Broadband	103946401-0009528	001 006 518 80 42 00	IT-Communications	Telephone Service	55923	\$210.92
Wave Broadband	103946401-0009528	001 007 558 50 42 00	PL-Communication	Telephone Service	55923	\$457.24
Wave Broadband	103946401-0009528	001 007 559 30 42 00	PB-Communication	Telephone Service	55923	\$70.31
Wave Broadband	103946401-0009528	001 008 521 20 42 00	LE-Communication	Telephone Service	55923	\$2,391.44
Wave Broadband	103946401-0009528	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	55923	\$70.31
Wave Broadband	103946401-0009528	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	55923	\$70.31
Wave Broadband	103946401-0009528	001 013 518 20 42 00	GG-Communication	Telephone Service	55923	\$281.23
Wave Broadband	103946401-0009528	101 016 543 30 42 00	ST-Communications	Telephone Service	55923	\$404.63
Wave Broadband	103946401-0009528	410 016 531 10 42 00	SW - Communications	Telephone Service	55923	\$404.63
					55923 Total	\$5,416.15
Weaver	060522 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	Clerks Insitute PD1 Tacoma WA Meals - Weaver	55924	\$69.00
Weaver	060522 WEAVER	001 003 514 20 43 00	CC-Travel & Meetings	Clerks Insitute PD1 Tacoma WA Mileage - Weaver	55924	\$84.24
					55924 Total	\$153.24
Whitley	052122 WHITLEY	001 000 382 10 00 01	The Mill - Deposit	LS22-Whitley Sawyers Room Rental 05/21/22 Deposit Refund	55925	\$100.00
					55925 Total	\$100.00
Willards Pest Control Co	383292	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	55926	\$74.71
Willards Pest Control Co	383299	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	55926	\$140.08
					55926 Total	\$214.79
Zachor Stock & Krepps Inc PS	22-LKS-0005	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services	55927	\$13,818.48
					55927 Total	\$13,818.48

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Snohomish Regional Drug Task Force ILA Extension and Allocation Increase

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: 3% Allocation Increase

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Accept the Snohomish Regional Drug Task Force ILA 1 year Extension and 3% Allocation Increase

SUMMARY/BACKGROUND:

Lake Stevens Police Department participates in the Snohomish Regional Drug Task Force. The Task Force is a multi-agency effort to combat drug dealers and suppliers.

The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt drug trafficking systems and to remove traffickers through cooperative programs of investigation, prosecution and asset forfeiture.

The goals of the Task Force are to:

- Reduce the number of drug traffickers and gang members in the communities of Snohomish County through professional investigation, apprehension and conviction.
- Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
- To address these issues with the foremost consideration of safety for both law enforcement and the community.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2023 ILA Extension Letter and Allocation



Snohomish Regional Drug Task Force

M/S #606
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3479
FAX (360) 658-7664

June 2, 2022

TO: Signatory Agencies of the Interlocal Agreement

RE: Interlocal Agreement (ILA) Establishing the Snohomish Regional Drug Task Force (SRDTF)

CONTRACT PERIOD

Section 1.1 of the SRDTF ILA allows for the agreement to be extended for up to three additional one-year terms by providing written notice to each of the participating jurisdictions.

Please accept this letter as notice to extend the SRDTF ILA to December 31, 2023. This is the second of the allowable extensions.

TASK FORCE BUDGET

Attached you will find the allocation schedule for 2023. The allocation schedule includes a 3% increase over 2022 rates.

Sincerely,

Commander Jay Baines
SRDTF

JB:srj

Jurisdiction	2023	
Unincorporated Snohomish County	\$	73,016
Arlington	\$	3,930
Bothell (part)	\$	3,619
Brier	\$	1,327
Darrington	\$	281
Edmonds	\$	8,395
Everett	\$	22,256
Gold Bar	\$	428
Granite Falls	\$	776
Index	\$	35
Lake Stevens	\$	6,585
Lynnwood	\$	7,883
Marysville	\$	13,501
Mill Creek	\$	4,099
Monroe	\$	3,832
Mountlake Terrace	\$	4,298
Mukilteo	\$	4,250
Snohomish	\$	2,031
Stanwood	\$	1,397
Sultan	\$	1,031
	\$	162,970

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Compensation Connections Contract for Non-Represented Salary Study

Contact Person/Department: Anya Warrington, Human Resources

Budget Impact: The cost of the project is not to exceed \$14,640 and will be paid for using pandemic recovery funds as previously allocated and proposed to City Council.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to sign the contract with Compensation Connections LLC

SUMMARY/BACKGROUND:

Last year during budget discussion, it was staff's recommendation and supported by City Council to conduct a salary and staffing study in 2022. The last salary survey conducted for all non-represented positions occurred in 2013, with periodic and individual positions being surveyed as needed. Due to the cost-of-living increases, recruiting and retention difficulties, and in order to correct an internal inequity, it is necessary to conduct a salary survey for non-represented staff as a group (represented position salaries are reviewed during each contract negotiation cycle).

Per city policy 4.05 *Establishment of Salaries*, "the city may conduct a market salary survey to ensure the city's positions are paid appropriately as evaluated by our comparable cities, economic conditions in the area, prevailing wage rates, and/or recruitment or retention difficulties for certain positions." Human Resources searched for consulting agencies that could perform this work with our requested timeframe or our non-represented positions. Compensation Connections LLC is a local firm that has experience with salary surveys in the public sector and specifically other local municipalities. You can read more about Compensation Connections and view their references in Attachment A. Their approach is described in Exhibit A of Attachment B,

Once approved, Compensation Connections will meet with City Council prior to beginning the survey to discuss the project and review the proposed comparator cities. This project will begin in July, with project completion in mid-September, in time for budget season.

The second half of the project, a staffing study or often called a workforce analysis, will be a separate project and brought to City Council for consideration in the near future.

APPLICABLE CITY POLICIES:

4.05 *Establishment of Salaries*

ATTACHMENTS:

1. Attachment 1- About Compensation Connections
2. Attachment 2 - PSA for Compensation Connections



About Compensation Connections

Compensation Connections is a Seattle-area consulting firm advising organizations in matters related to total rewards. The firm is owned by Nancy Kasmar and Shannon Drohman, who started the business in 2014. Our team also includes eight staff members who serve as consultants or analysts. We have the capacity to conduct this scope of work.

We have assisted hundreds of organizations with the overall design of compensation and classification programs, market studies, pay equity analysis, job analysis, job descriptions, FLSA assessment, development or revision of pay structures, incentive plans, performance management systems, competency creation, budget impact analysis, and implementation support.

Most of our clients are in the Pacific Northwest, although we have clients across the U.S. We have a wide range in client size in a variety of industries, from small start-ups to well-established organizations with thousands of employees. In addition to public sector employers, our client mix includes non-profit, engineering consulting, environmental science, education, construction, manufacturing, financial services, professional services, and healthcare.

The following list highlights public sector employers we have worked with on projects relevant to the scope of work described in this proposal.

- City of Edmonds
- City of Seattle
- City of Tacoma
- City and County of Denver
- Town of Eatonville
- Pierce County Council
- Skagit County
- Port of Anacortes
- Port of Seattle
- Puget Sound Educational Service District
- Olympic Educational Service District
- Columbia County Public Transit
- Hood Canal Coordinating Council
- Puget Sound Clean Air Association
- Seattle Public Schools
- Shelton School District
- PenMet Parks District
- Fort Vancouver Regional Library
- Kitsap Regional Library
- Seattle Public Library
- Everett Housing Authority
- King County Housing Authority
- Tacoma Housing Authority
- Washington State Convention Center
- Meydenbauer Center
- East Multnomah Soil and Water Conservation District

References

City of Edmonds

Jessica Neill Hoyson, Director of Human Resources
425-771-0258
Jessica.NeillHoyson@edmondswa.gov

Olympic ESD 114

Anna Winney, Director of HR
360-782-5047
AWinney@oesd114.org

City of Seattle

Alaina Goodman, Compensation Program Manager
206-233-7841
Alaina.Goodman@seattle.gov

Puget Sound Clean Air Agency

Heather Beckford, Human Resources Manager
206-689-4041
HeatherB@psccleanair.gov

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENES, WA AND COMPENSATION CONNECTIONS 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 Compensation Connections, a Washington corporation/limited liability company/business ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding a compensation study for non-represented positions as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

executed in writing by the parties.

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

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

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

III.3 TERM. The term of this Agreement shall commence on the date of contract execution and shall terminate when the scope of work is completed or no later than midnight, December 31, 2022. 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 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. 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. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

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

- (1). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (2). 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.

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

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(3) Consultant's Errors and Omissions Liability. \$1,000,000 per

occurrence and as an annual aggregate.

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

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

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

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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 is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$14,640 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 Cities. The Consultant shall maintain time and expense records and provide them to the Cities 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. 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.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

To the City:

To the Consultant:

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

COMPENSATION CONNECTIONS
Attn **SHANNON DROHMAN**
8830 Norman Ave SE
Snoqualmie, WA 98065

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 VI.1.

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

V.10 COUNTERPARTS. 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.

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

DATED this _____ day of June 2022.

CITY OF LAKE STEVENS

COMPENSATION CONNECTIONS LLC

By _____
Brett Gailey, Mayor

By _____
Shannon Drohman, Principal

Approved as to form:

Greg Rubstello, City Attorney

Exhibit A

Scope of Services

Background Information

Lake Stevens was first settled in 1886 and was soon booming due to the timber and mining resources in the area. The City of Lake Stevens (City) was incorporated in 1960 and today has a population of about 30,000 residents.

The City employs approximately 100 people who provide important services to all who live in, work in, and visit the Lake Stevens area. The City is seeking consulting support to perform a compensation market study for its 45 non-represented positions. The study will include refreshing the non-represented pay structure, confirming placement of positions in the structure, and analyzing employee pay for implementation.

Project Activities

Kick-off and Discovery

We take a collaborative approach to our projects, working closely with clients to ensure their needs are met. We will start with a planning conversation during which we clarify expectations, further define the work to be performed, and discuss the City's competitive talent market including which cities to use as comparators. We anticipate joining the City Council in a Working Session to discuss the project and review the proposed comparator cities. In addition to the kick-off and Council meetings, we suggest holding periodic check-in calls over the course of the project.

Market Study and Pay Structure

We will review the organization's job descriptions/classifications and discuss job content as needed with the Human Resources Director. We will then research job matches in published survey sources based on the City's jobs' responsibilities and qualifications. We intend to utilize the 2022 AWC survey and other surveys from our library that reflect the City's labor market. We will contact specified cities to inquire about pay add-ons for non-represented staff; longevity pay and premium pay, for example. If needed, we will also ask for wage data to fill in gaps in the survey data.

We will work with the Human Resources Director to ensure the selected job matches accurately reflect the essential duties and requirements for the City's jobs. Once the job matches are finalized, we will compile the base pay market data from all the data sources.

Using the market data as a foundation, we will work with the Human Resources Director to update the pay range structure. Then, using the new market data, we will verify the placement of the organization's jobs into the updated/proposed pay structure. We will review this work with the Human Resources Director (and others TBD) and revise as needed.

Employee Pay Analysis

The City has an existing policy for employee pay placement. We anticipate supporting the

Human Resources Director in applying the policy to determine whether any pay changes are necessary. An electronic pay scale grid will be prepared for all jobs included in the compensation review. A dashboard for determining the impact of proposed pay changes will be included.

When the analysis and recommendations are complete, we will meet with leadership and the City Council to share findings.

Budget and Timeline

The chart below outlines the major project activities and budget. The cost estimate is based on a rate of

\$240 per hour. We anticipate invoicing this work on a monthly basis for hours worked during the prior month.

Project Activities and Budget		
Project Activity	Hours	Cost
Kick-off and Discovery	6	\$1,440
Market Study (45 positions) and Pay Structure	50	\$12,000
Employee Pay Analysis	5	\$1,200
Total	61	\$14,640

We are able to begin the work in July and expect the entire project to take three months. We understand that the Mayor's budget request will be sent to Council mid-September and estimates based on the project findings and recommendations will need to be included.

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Lakeview Flats Development Agreement (LUA2022-0036) / Resolution 2022-08

Contact Person/Department: Russ Wright, Community Development

Budget Impact: Purchase and sale of property

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

1. Continue Public Hearing
2. Approve Resolution 2022-08 related to the Development Agreement for Lakeview Flats

SUMMARY/BACKGROUND:

Lakeview Flats, LLC applied for a Development Agreement (**Exhibit 1**) on March 07, 2022 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. Revised application materials were received by the city on April 28, 2022 including a project narrative (**Exhibit 2**), a revised site plan (**Exhibit 3**), revised SEPA checklist (**Exhibit 4a**) and a revised Planned Action Checklist (**Exhibit 4b**). The city received a traffic report on May 4, 2022 (**Exhibit 5**). The building would include three tenant spaces, with proposed restaurant uses, and six residential units. The applicant has applied for separate administrative design review and construction plan applications, pending approval of the development agreement. The proposed development by Lakeview Flats, LLC will require their purchase of real property from the City.

A development agreement is a Type VI permit which requires action from the City Council following a public hearing. Staff, the City Attorney and representatives of Lakeview Flats, LLC have been coordinating the terms of the development agreement

(**Exhibit 6**) and the terms of sale for the project property. Staff briefed City Council at its March 22, 2022 meeting about the scope of the project. The Council held a public hearing for the project on May 24, 2022. Council requested that the option to purchase and a lease agreement for the adjacent property be removed from the development agreement. The revised development agreement provides a purchase and sale agreement that includes a temporary construction easement and a first right of refusal to purchase the adjacent property with consideration. Approval of the Development Agreement requires approval of the purchase and sale agreements.

Under state law (Chapters 36.70B.170 through 36.70B.210 of the Revised Code of Washington), Development Agreements are designed to provide certainty to the city and the developer for major projects or phased proposals. Significant topics include establishing development and design standards, permitted uses, impact fees, potential mitigation measures, phasing and vesting.

City staff provided required notice for the project on May 14, 2022 per Lake Stevens Municipal Code (LSMC) 14.16B.630 (**Exhibit 7**). The SEPA Official issued a Planned Action Certificate on May 18, 2022 for the development agreement and subsequent project actions (**Exhibit 8**). Finding of fact and consistency with Lake Stevens Municipal Code (LSMC) 14.16C.055 Development Agreements / Decision Criteria are provided in Resolution 2022-08 (**Exhibit 9**).

Recording of Development Agreement

If approved by the City Council, the Development Agreement will be recorded with Snohomish County. The agreement runs with the land and will be binding on the parties and their successors.

APPLICABLE CITY POLICIES:

LSMC 14.16C.055 Development Agreements

ATTACHMENTS:

1. Exhibit 1 -Application_Signed
2. Exhibit 2- Decision Criteria narrative
3. Exhibit 3 - Conceptual Site Plan
4. Exhibit 4.a - SEPA Checklist_City Comments
5. Exhibit 4.b - Planned Action Checklist_City Signed and Completed
6. Exhibit 5 - Traffic Report
7. Exhibit 6 - Development Agreement
8. Exhibit 7- Public Hearing Notice Lakeview Flats, LLC Development Agreement
9. Exhibit 8 - Planned Action Determination
10. Exhibit 9 - Resolution 2022-08_Lakeview Flats DA



RECEIVED

By Planning Department at 4:12 pm, Apr 28, 2022

Planning and Community Development
 1812 Main Street, P O Box 257
 Lake Stevens WA 98258
 Phone Number (425) 377-3235

To Be Completed By Staff

Date of Application: 4-28-22

Staff Initials: cms

Permit Number: LUA2022-0036

**TYPE IV, V AND VI - COUNCIL DECISIONS
 LAND USE DEVELOPMENT APPLICATION**

CHECK ONE

TYPE IV – Quasi-judicial

- ☐ Essential Public Facility
- ☐ Planned Neighborhood Development
- ☐ Rezone – Site Specific Zoning Map Amendment
- ☐ Secure Community Transition Facility
- ☐ Type IV Other:

TYPE V – Quasi-judicial

- ☐ Plat Alterations
- ☐ Plat Vacations
- ☐ Right-of-Way Vacations
- ☐ Type V Other:

TYPE VI – Legislative

- ☐ Comprehensive Plan Amendment, Map and Text
- ☐ Development Agreements
- ☐ Land Use Code Amendments
- ☐ Rezones – Area Wide Zoning Map Amendments
- ☐ Type VI Other:

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes ☐ No ☐ Describe: _____

Property Information	Site Address:			
	Assessor Parcel No:	Area of property	Square Feet:	Acres:
	Land Use Designation:		Zoning:	
	Number of Buildings on Site/:		Number to be Retained:	
	Existing Impervious Surface Area:		Proposed Impervious Surface Area: 16,281/ 9,991 EFFECTIVE	
Applicant	Name/Company:			
	Address:		City/State/Zip:	
	Phone:		Applicants relationship to owner:	
	Fax:		Email:	
Primary Contact	Name/Company:			
	Address:		City/State/Zip:	
	Phone:		Email:	
	Fax:			

Property Owner	Name/Company:				
	Address:		City/State/Zip:		
	Phone:		Email:		
	Fax:				
Project Description	Grading Quantities		Cut:		Fill:
	Proposed project/land use (attach additional sheets if necessary):				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

You may not begin any activity based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.



Signature of Property Owner/Agent

Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.



Planning and Community Development

1812 Main Street, P O Box 257

Lake Stevens WA 98258

Phone Number (425) 377-3235

To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

Applicant

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

Property Owner(s)

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

[illegible]



April 26, 2021

RECEIVED

By Planning Department at 4:19 pm, Apr 28, 2022

Russ Wright
City of Lake Stevens - Planning and Community Development
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Subject: 1800 Main Street – Acknowledgement of Development Agreement Decision Criteria

Dear Russ,

This letter is intended to accompany the Development Agreement application for the 1800 Main Mixed-Use project in Lake Stevens. It is our understanding that the criteria adopted by the city council, regarding the evaluation and adoption of the proposed Development Agreement, will follow the guidelines of LSMC 14.16C.055(d). We acknowledge and accept the methods of evaluation, the pending decision of the City Council, and that the City Council may adopt a development agreement upon passage of a resolution with finding that:

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

Sincerely,

Garin Schenk
Architect #WA10942

CITY OF LAKE STEVENS

ENVIRONMENTAL (SEPA) CHECKLIST - UPDATED 2016
FORM MUST BE COMPLETED IN INK, PREFERABLY BLUE
PENCIL WILL NOT BE ACCEPTED

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE FILLING OUT THE CHECKLIST****Purpose of checklist:**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#) _____

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST

SEPA Issuance Copy with
City Staff Comments by
Christi Schmidt, Senior
Planner 5-17-22.

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

A. background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)
Lakeview Flats
2. Name of applicant: [\[help\]](#)
Lakeview Flats LLC
3. Address and phone number of applicant and contact person: [\[help\]](#)
5418 123rd Ave NE, Lake Stevens, WA 98258
Brian Lewandowski - 206.850.8542
4. Date checklist prepared: [\[help\]](#)
April 20, 2022
5. Agency requesting checklist: [\[help\]](#)
Lake Stevens Planning
6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)
Developement Agreement and Building Permit submission
in March. Break ground in June w/ a 1-year timeline.
7. Do you have any plans for future additions, expansion, or further activity
related to or connected with this proposal? If yes, explain. [\[help\]](#)
No.
8. List any environmental information you know about that has been prepared, or
will be prepared, directly related to this proposal. [\[help\]](#)
None.
9. Do you know whether applications are pending for governmental approvals of
other proposals directly affecting the property covered by your proposal? If yes,
explain. [\[help\]](#)
No.

See submitted studies under
associated permit
LUA2022-0069 and
LUA2022-0070. Geotechnical
Evaluation dated 5-10-21,
Stormwater Report and Site
Plan dated 8-11-21, Traffic
Impact Analysis dated 4-22 and
Design Review Package dated
5-6-22.

The approval of the
Development Agreement and
Planned Action Certificate for
this proposal/property.

CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

None, apart from those required by Lake Stevens Building and Planning.

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

Construct a new 3-story mixed-use building on an existing parcel currently used for paved parking. Gross floor area is 17,128 SF and will be divided between 2 restaurants, coffee shop, commercial kitchen, and 6 condos. 26 on-site, uncovered parking stalls will also be provided.

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

Parcel #00553800003100 is at the southwest corner of the 18th and Main Street intersection. The building will be located tight to northeast corner of the lot and parking will run the length of the parcel along the south property line.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

a. General description of the site [\[help\]](#)
(circle one) Flat, rolling, hilly, steep slopes, mountainous,

other _____

Development Agreement, Administrative Design Review, Construction plans and associated building(s) and right of way use permit(s).

**CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST**

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)
1% (flat site).

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

Medium dense, silty-fine to medium grained sand with gravel to 2.5' below surface. Underlain by dense to very dense, silty-fine to medium grained sand.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

Unknown. Nothing stated in geotech report.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Clearing limits incorporate entire site (18,787 SF).
Excavation related to building footprint of 5,573 SF. Cut/fill quantities are 600 CY/450 CY. Commercial fill per engineers spec.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

Excavation on our flat site will have a low probability of erosion. Erosion control measures will be implemented during the course of construction.

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

9,991 SF or 53.2%

See Geotechnical
Evaluation prepared on
5-10-21.

**CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST**

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

Site disturbance/excavation during dry season, perimeter silt fence, and de-watering at excavation site as necessary.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Machinery emissions/exhaust during the course of construction and immediate off-gassing of new construction materials. Post construction, (2) restaurant kitchen exhaust.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No. _____

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

Restaurant kitchen exhaust filtered as required by code.

3. Water

- a. Surface Water: [\[help\]](#)

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

Lake Stevens shoreline 440' west of west property line.

A SWPPP has been submitted and proposed plans are required to be compliant with the City's adopted DOE 2014 Stormwater Manual as amended per the Development Agreement terms.

No-idling of construction equipment.

CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

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

[\[help\]](#)

No.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

None.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No.

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

No.

**CITY LAKE STEVENS
ENVIRONMENTAL (SEPA) CHECKLIST**

LEFT COLUMN TO BE COMPLETED BY APPLICANT.
ONLY

FOR STAFF USE

b. Ground Water:

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

No.

Groundwater Influence on Construction

Groundwater was present about 3 feet below grade in the explorations. We anticipate that groundwater may be within a few feet of the ground surface during the wet season.

If groundwater is encountered, we anticipate that sump excavations and small diameter pumps systems will adequately de-water short-term excavations, if required. Any system should be designed by the contractor. We can provide additional recommendations upon request.

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

[\[help\]](#)

None.

c. Water runoff (including stormwater):

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

Stormwater from the building will be collected and diverted to the storm drain system. Parking lot stormwater will infiltrate through permeable asphalt paving.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

No.

As documented in the Stormwater Report and Site Plan(see excerpt below) if groundwater is encountered during construction, proper de-watering techniques will be provided per the City's stormwater regulations.

Proposed treatment of storwater will be consistent with Department of Ecology manual and Stormwater Report and Site Plan.

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

No.

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

Parking and some walking surfaces to be permeable so runoff would be minimal, if at all.

Proposed measures to reduce and control surface, ground and runoff water and drainage patterns are consistent with city stormwater regulations. A SWPPP has been submitted for City review and approved with this project.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- ☒ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☒ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Existing planter shrubs (10) and deciduous trees (5) to be removed in the course of site preparation, as host planting beds are removed. Existing plants are non-native.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

Not aware of any.

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

925 SF of new planting beds using only native trees, shrubs, and groundcover.

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

Not aware of any.

5. Animals

- a. List any birds and other animals which have been observed, or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other :

Hawk, Heron, Eagle, Duck, Songbirds, Trout

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Bald Eagle

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

I do not know.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

None.

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

I am not aware of any.

A landscaping plan has been submitted for city review and approval with this proposal as well as with the Design Review application LUA2022-0069.

A landscaping plan has been submitted for city review and approval with this proposal as well as with the Design Review application LUA2022-0069.

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6. Energy and natural resources

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

Heating will be air-sourced heat pump.

- b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe. [\[help\]](#)

No. The 3-story building is located tight to an intersection with no adjacent buildings.

- c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

Increased building insulation, higher u-value windows, high-efficiency appliances/equipment, increased air-tightness.

7. Environmental health

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

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

None.

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

None.

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

None.

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

None.

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

Not necessary.

b. Noise

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

No area noise will affect the project.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

General construction noise during posted/regulated construction hours.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Limit noise-making activity to working hours.

Construction and residential/commercial activities are subject to the city's noise regulations.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

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Site is currently a paved parking lot, with paved parking lots immediately adjacent. Building within the immediate vicinity are slated to be demo'd or moved (for Historic Preservation purposes)

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

No.

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

No.

c. Describe any structures on the site. [\[help\]](#)

None.

d. Will any structures be demolished? If so, what? [\[help\]](#)

No.

e. What is the current zoning classification of the site? [\[help\]](#)

Central Business District (CBD)

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Downtown/Local Commerce (D/LC)

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

In addition, the City owns property to the north and these properties are used for public uses/park. Properties to the north east are used as a commercial shopping center and the US Post Office.

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None.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

No.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Reside: 15

Work: 24

j. Approximately how many people would the completed project displace? [\[help\]](#)

0

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Code evaluation and subject to an approved building permit.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#):

N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

6 (middle/high)

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

The proposed building would have ground floor commercial with two stories of residential above with a total of 6 residential units.

The proposal is subject to Design Review and the Downtown Subarea guidelines.

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0

c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

N/A

10. Aesthetics

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

44'-0 1/4" from sidewalk. Main building materials are brick, wood, and painted metal.

b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

The immediate area is flat and comprised of single story structures. No views will be impacted.

c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Project would have a net benefit related to aesthetic impact.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Majority of the glazing is found on the north side of the building. Common window glare would mainly occur in the morning along the east side of the building.

b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No.

c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

None.

d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

The proposal is subject to Design Review and the Downtown Subarea guidelines.

Construction of the proposed three story building will alter the views of adjacent properties/users but within allowed height requirements.

The proposal is subject to Design Review and the Downtown Subarea guidelines.

Exterior lighting shall be shielded and compliant with the city's lighting standards.

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A continuous overhang wraps the st floor. Glazing along the west facade is protected by overhangs and decks.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Lake Stevens water-related activity and North Cove Park and future Plaza.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

The goal of the project is to support the adjacent recreational opportunities through food/beverage service.

Mitigation fees are required by code for residential units.

13. Historic and cultural preservation

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

No.

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

No.

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

N/A. The project proposed is on a previously developed site.

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

Construction fencing to limit impacts on site, and native plantings to enhance remain portions of site outside of the fence. Again, the entire site has been previously developed.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

Access to site from Main Street (east) which is the main arterial for the downtown core.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

A Community Transit stop (#2579) is adjacent to our site along Main Street.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Proposal would replace 24 stalls and add 2 new stalls for a total of 26 stalls.

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

The associated Development Agreement has parking terms specified to be approved by the City Council.

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Yes. Frontage along Main Street and pending Mill Spur Road will be improved to provide on-street parking and bicycle parking, in addition to new min. 8' wide sidewalks.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No.

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

The proposed development is anticipated to generate approximately 471 average daily trips with 40 AM peak-hour trips (one hour between 7:00 and 9:00 AM) and 39 PM peak-hour trips (one hour between 4:00 and 6:00 PM). It is anticipated that more than 95% of the vehicles using the site will be passenger type vehicles with the remaining vehicles being trucks. The trip generation calculations are based on data published by the Institute of Transportation Engineers (ITE).

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

No.

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

Payment of traffic impact fees, according to Zone 1, based on weekday PM peak trips.

Mitigation fees are required by code. The Traffic Impact Analysis identified trips generated would result in a total of \$136,500 of mitigation fees.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

Possibly. Project will increase the relative density of the area, and attract more people to the area.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

None.

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16. **Utilities**

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic
system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

We are working with Public Works to coordinate efforts to bring required services to the site, in conjunction with their improvement efforts along Mill Spur and Main Street. Utility providers are Snohomish County PUD (water/elec), Lake Stevens Sewer, Waste Management.

C. **Signature** [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Garin Schenk

Name of signee Garin Schenk, Architect

Position and Agency/Organization Architecture Studio of Everett, LLC

Date Submitted: 4.22.2022

CHECKLIST REVIEWED BY:

Project Manager, Department of Planning and Community Development

City of Lake Stevens Planning Department	
☐ Approved	
☒ Approved with Corrections Noted	
Signature: <u>Christi Schenk</u>	Date: <u>5-17-22</u>
Title: Senior Planner, AICP	

CITY LAKE STEVENS
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D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Project wouldn't have a greater or lesser impact/effect than the current site/use does.

Proposed measures to avoid or reduce such increases are:

Not applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No negative or positive net effect.

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Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Given that the site and surrounding parcel are paved parking lots or street, the replacement of the parking lot with a building is seen to have no greater or lesser net effect.

3. How would the proposal be likely to deplete energy or natural resources?

Construction materials are sourced from natural resources and it takes energy to condition the interior environment, which would be true of any new development.

Proposed measures to protect or conserve energy and natural resources are:

Multifamily housing, as a strategy, is more efficient than stand-alone single-family residences, in terms of land-use material use. The site will receive native plantings that contribute to the overall health of the immediate environment.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The development will not have a negative effect on sensitive areas.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

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Not applicable.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No increase to stormwater discharge through the use of permeable paved surfaces.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would draw more people to the downtown core, as residents and patrons. With this comes a need for greater services and utility use.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable. We see this as a good thing and would not want to deter it.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Not applicable.



Planning and Community Development
 1812 Main Street, P O Box 257
 Lake Stevens WA 98258
 Phone Number (425) 377-3235

RECEIVED

By Planning Department at 4:14 pm, Apr 28, 2022

To Be Completed By Staff

Date Received: **3-7-22, 4-28-22 and 5-9-22**

Staff Initials: **cms**

Permit Number: **LUA2022-0036, LUA2022-0069
and LUA2022-0070**

Planned Action Determination – Review Checklist

Lake Stevens Center

20th Street SE Corridor

Downtown

Part One: Project Information (applicant to complete)				
Property Information	Site Address:			
	Assessor Parcel No:	Area of property	Square Feet:	Acre:
	Land Use Designation:		Zoning:	
	Number of Buildings on Site/:		Number to be Retained:	
	Existing Impervious Surface Area:		Proposed Impervious Surface Area: 9,991 SF	
Applicant/Contact	Name/Company:			
	Address:		City/State/Zip:	
	Phone:		Applicants relationship to owner:	
	Fax:		Email:	
Property Owner	Name/Company:			
	Address:		City/State/Zip:	
	Phone:		Email:	
	Fax:			
Project Description	Existing land use (describe):			
	Proposed land use (check all that apply)			
		Retail & Services – those uses including but not limited to department, drug & grocery stores; eating & drinking establishments; specialty goods/foods; entertainment & recreation; convenience stores; services; and commercial goods.		Office & Employment – those uses including but not limited to business & professional offices such as medical or dental, educational & institutional offices, research & development, light manufacturing, high-tech, and associated uses.
		Civic & Cultural – those uses including but not limited to libraries, museums, community center, stadium, performing arts facility, City Hall and other public facilities, which are not essential public facilities.		Lodging – those uses including hotels, motels, and other similar facilities offering temporary accommodation.

		Mixed-Use – those uses that combine two or more land uses on a single site or within a single building.		Residential – those uses including but not limited to single-family attached & detached units, multifamily units, residential care facilities, nursing homes and senior housing.
	Other (describe):			
Development Information	Residential (dwelling units)			
	Existing Dwellings		Proposed Dwellings	
	No. Single-family:		No. Single-family:	
	No. Multifamily:		No. Multifamily:	
	Office / Employment (square feet)			
	Existing Office/ Employment:		Proposed Office/ Employment:	
	Retail & Services (square feet)			
	Existing Retail & Services:		Proposed Retail & Services:	
	PM Peak Hour Weekday Vehicle Trips			
	Existing Estimated Trips:		Future Estimated Trips:	
	Net New Trips:			
	Source of Trip Rate		Transportation Impacts Consistent with Chapter 14.112 LSMC	
ITE Manual	Other	Yes	No	
Signature (Applicant)				
Date		4-27-22		

Part Two: Review Criteria (City to complete)

The City's SEPA Responsible Official may designate conforming projects as "planned actions," pursuant to RCW 43.21C.030, that meet the following conditions (Ordinance No. 877 - Lake Stevens Center and Ordinance No. 878 - 20th Street SE Corridor)

Criteria (LSMC 14.38.120)	Complies (if not explain on separate sheet and attach)	
The proposal is located within a planned action area as identified on the official zoning map.	Yes	No
The proposal is consistent with the City of Lake Stevens Comprehensive Plan and the applicable subarea plan.	Yes	No
The proposed uses & activities are consistent with those described in the planned action EIS & zoning requirements of Section 14.38.020.	Yes	No
The proposal is consistent with the cumulative planned action thresholds identified in Section 14.38.120(c).	Yes	No
Dwelling Threshold:		Dwellings Remaining:

Office / Employment Threshold:		Office / Employment Remaining	
Retail & Services Threshold:		Retail & Services Remaining:	
Vehicle Trips Threshold:		Vehicle Trips Remaining:	
The proposal’s significant adverse environmental impacts have been identified in the planned action EIS.	Yes	No	
The proposal’s significant impacts have been mitigated by application of the measures identified in Section 14.38.120(d), and other applicable City regulations, together with any modifications, variances, or special permits that may be required.	Yes	No	
The proposal complies with all applicable local, state &/or federal laws and regulations.	Yes	No	
The proposal is not an essential public facility as defined by RCW 36.70A.200(1) and Section 14.16C.060, except as permitted by Chapter 43.21C RCW.	Yes	No	

Part Three: Planned Action Determination (City to complete)		
Requirement	Complies (if no, explain on separate sheet and attach)	
Applications for planned actions were made on forms provided by the City including a SEPA checklist	Yes	No
The application is complete as provided in LSMC 14.16A.220(f).	Yes	No
The application is consistent with the criteria of the Planned Action Ordinance.	Yes	No
The development application meets all applicable requirements of the Lake Stevens Municipal Code.	Yes	No
Qualifying Project (if no, explain on separate sheet and attach)		
Yes	Qualifies as a Planned Action – The application is consistent with the Planned Action Ordinance and thereby qualifies as a Planned Action project. All development activities shall proceed in accordance with the applicable permit review procedures specified in Lake Stevens Municipal Code Title 14, except that no SEPA threshold determination, EIS or additional SEPA review shall be required. Public notice of the determination shall be pursuant to Chapter 43.21C RCW.	
No	Does not Qualify as Planned Action – The application is not consistent with the Planned Action Ordinance and does not qualify as a Planned Action project for the following reasons: Additional SEPA Review Required – Projects that fail to qualify as Planned Actions may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet their SEPA requirements. The SEPA Responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.	
Signature (Director or Designee)		 Senior Planner
Date (certification expires one year from date)		



22722 29th Drive SE
Suite 100
Bothell, WA 98021
425.339.8266

Mill Spur Mixed-Use Traffic Impact Analysis

Jurisdiction: City of Lake Stevens

April 2022



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1. DEVELOPMENT IDENTIFICATION

Kimley-Horn and Associates, Inc. has been retained to provide a trip generation, trip distribution, and intersection analysis for the proposed Mill Spur Mixed-Use development in the City of Lake Stevens. Brad Lincoln, responsible for this report and traffic analysis, is a licensed professional engineer (Civil) in the State of Washington and member of the Washington State section of ITE.

The Mill Spur Mixed-Use development is a mixed-use development that is proposed to consist of 6 multifamily residential units and a total of 7,052 square-feet (SF) of restaurant space within the building. The site is located at the southwest corner of Main Street and 18th Street NE. A site vicinity map has been included in Figure 1.

2. METHODOLOGY

Trip generation calculations for the Mill Spur Mixed-Use Development have been performed according to data contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition (2021)*. The following intersections have been analyzed as part of this report:

1. E Lake Stevens Road at Main St – All-Way Stop-Control
2. 18th St NE at Main St – Two-Way Stop-Control
3. N Lakeshore Dr at Main St – Two-Way Stop-Control
4. 20th St NE at Main St – All-Way Stop-Control

Kimley-Horn has analyzed the study intersections for the 2022 existing, 2025 baseline, and 2025 future with development conditions for the PM peak-hour. The 2025 future year has been utilized to represent a conservative timeframe since the building is anticipated to be constructed in the year 2024. The development is proposed to have one access to Main Street.

The peak-hour level of service (LOS) analysis calculations were completed using the *Synchro 11.1, Build 0* software. This software applies the operational analysis methodology of the current *Highway Capacity Manual 6th Edition (HCM)*. Traffic congestion is generally measured in terms of level of service. In accordance with the HCM, road facilities and intersections are rated between LOS A and LOS F, with LOS A being free flow and LOS F being forced flow or over-capacity conditions. The level of service at two-way stop-controlled intersections is based on the approach with the highest average delay. The level of service at signalized and all-way stop-controlled intersections is based on the average delay for all approaches. Geometric characteristics and conflicting traffic movements are taken into consideration when determining level of service values.

The level of service standards for the City of Lake Stevens are identified in Lake Stevens Municipal Code (LSMC) 14.110.040. The standards are LOS C in residential areas and LOS E along arterials and collectors. The City of Lake Stevens also uses the volume-to-capacity (v/c) ratio to evaluate intersection operations. The level of service criteria is summarized in Table 1.

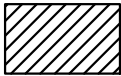
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MILL SPUR MIXED-USE

SNOHOMISH COUNTY

LEGEND



DEVELOPMENT SITE



STUDY INTERSECTION

FIGURE 1
VICINITY MAP

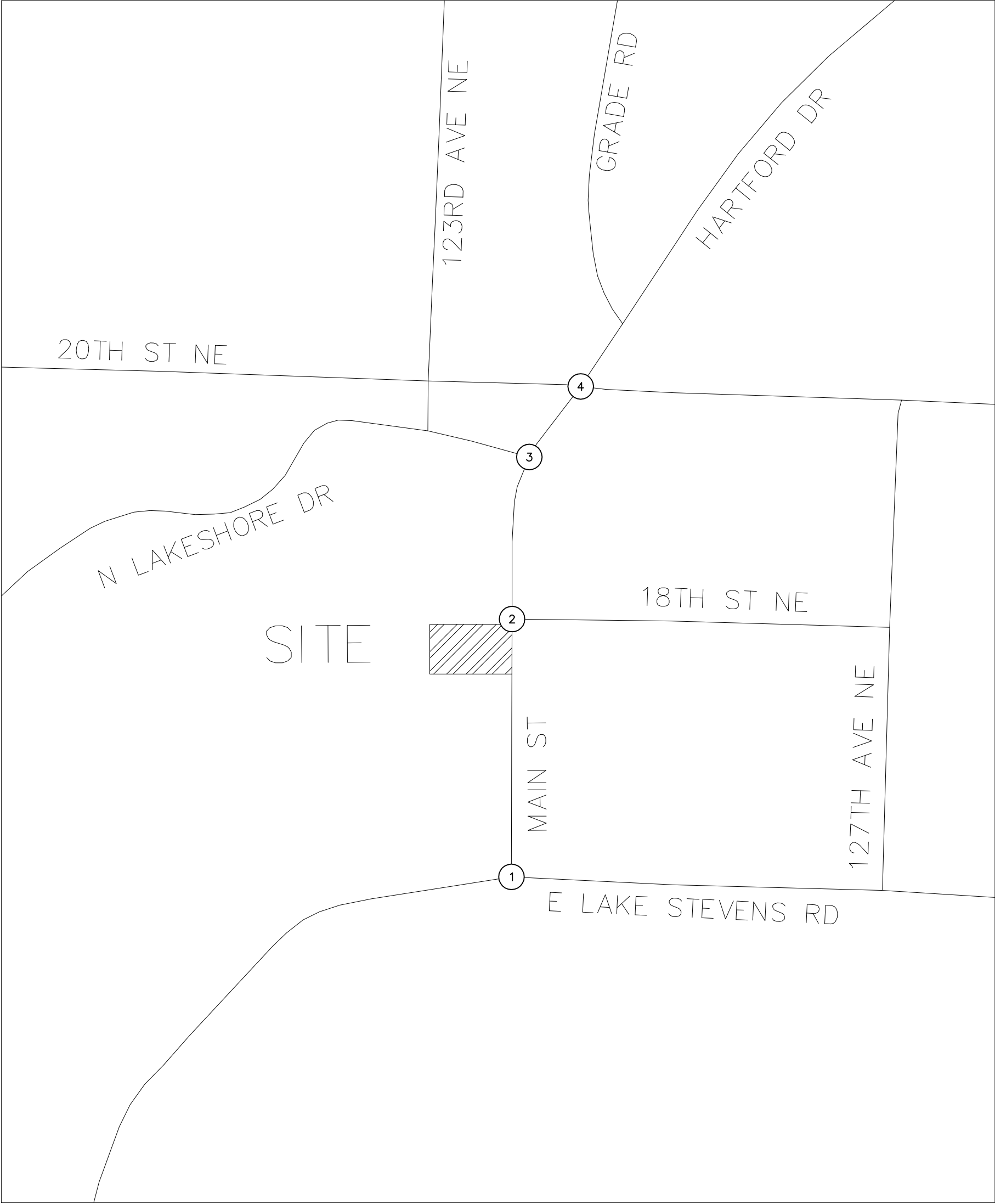


Table 1: Level of Service Criteria for Intersections

Level of ¹ Service	Expected Delay	Intersection Control Delay (Seconds per Vehicle)		Volume-to-Capacity Ratio (v/c)
		Unsignalized Intersections	Signalized Intersections	
A	Little/No Delay	≤10	≤10	---
B	Short Delays	>10 and ≤15	>10 and ≤20	---
C	Average Delays	>15 and ≤25	>20 and ≤35	>70% and ≤80%
D	Long Delays	>25 and ≤35	>35 and ≤55	>80% and ≤90%
E	Very Long Delays	>35 and ≤50	>55 and ≤80	>90% and ≤100%
F	Extreme Delays ²	>50	>80	>100%

The study intersections have been evaluated for the typical HCM level of service and the volume-to-capacity (v/c) ratio identified in LSMC 14.110.040. The study intersections are all located along arterials or collectors. The standard for the study intersections should therefore be LOS E with a v/c ratio less than 100%.

3. TRIP GENERATION

The trip generation calculations for the Mill Spur Mixed-Use development are based on national statistics published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition (2021)*. The average trip generation rates for ITE Land Use Code (LUC) 220, Multifamily Low-Rise Housing, and ITE Land Use Code (LUC) 932, High-Turnover Sit-Down Restaurant, have been used for the proposed uses. Additionally, ITE publishes a pass-by rate of 43% for ITE LUC 932 to account for existing vehicles on the roadway that would travel to and from the site. It is important to note that the restaurant square-footage is based on the space within the building (kitchen space, dining space, etc.) and does not include outdoor dining space, according to the ITE methodology. The trip generation of the Mill Spur Mixed-Use development is summarized in Table 2.

¹ **Source:** *Highway Capacity Manual 6th Edition*.

LOS A: Free-flow traffic conditions, with minimal delay to stopped vehicles (no vehicle is delayed longer than one cycle at signalized intersection).

LOS B: Generally stable traffic flow conditions.

LOS C: Occasional back-ups may develop, but delay to vehicles is short term and still tolerable.

LOS D: During short periods of the peak hour, delays to approaching vehicles may be substantial but are tolerable during times of less demand (i.e. vehicles delayed one cycle or less at signal).

LOS E: Intersections operate at or near capacity, with long queues developing on all approaches and long delays.

LOS F: Jammed conditions on all approaches with excessively long delays and vehicles unable to move at times.

² When demand volume exceeds the capacity of the lane, extreme delays will be encountered with queuing which may cause severe congestion affecting other traffic movements in the intersection.

Table 2: Trip Generation Summary

Land Use	Size	Average Daily Trips	AM Peak-Hour Trips			PM Peak-Hour Trips		
			In	Out	Total	In	Out	Total
Multifamily Low-Rise Housing ITE LUC 220	6 Units	40	0	2	2	2	1	3
High-Turnover (Sit-Down) Restaurant ITE LUC 932	7,052 SF	756	37	30	67	39	25	64
Pass-By Reduction	---	-325	-16	-13	-29	-17	-11	-28
TOTAL		471	21	19	40	24	15	39

The Mill Spur Mixed-Use development is anticipated to generate 471 new average daily trips (ADT) with 40 new AM peak-hour trips and 39 new PM peak-hour trips. The trip generation calculations are included in the attachments.

It is important to note that the restaurant use may not be open, or only a portion of it may be open, during the AM peak-hour. This trip generation is therefore likely overly conservative for the AM peak-hour.

4. TRIP DISTRIBUTION

The distribution of trips generated by the Mill Spur Mixed-Use development is based on previously approved trip distributions in the site vicinity and surrounding land uses. It is anticipated that 55% of the trips generated by the development will travel to and from the west, thirty percent along 20th Street NE, five percent along N Lakeshore Drive, and twenty percent along E Lake Stevens Road. Approximately 30% of the trips generation by the site will travel to and from the north, ten percent along 123rd Avenue NE and twenty percent along Grade Road. The remaining 15% of the trips generated by the development are anticipated to travel to and from the west, five percent along 20th Street NE and ten percent along E Lake Stevens Road. Detailed trip distributions for the PM peak-hour are shown in Figure 2.

5. INTERSECTION ANALYSIS

The following intersections have been analyzed as part of this report:

1. E Lake Stevens Road at Main St – All-Way Stop-Control
2. 18th St NE at Main St – Two-Way Stop-Control
3. N Lakeshore Dr at Main St – Two-Way Stop-Control
4. 20th St NE at Main St – All-Way Stop-Control

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MILL SPUR MIXED-USE

SNOHOMISH COUNTY

LEGEND

- AWDT
AM ↔ PEAK

XX

XX

XX →
- NEW DAILY TRAFFIC
NEW PEAK-HOUR TRIPS

TRIP DISTRIBUTION

STUDY INTERSECTION

PM PEAK-HOUR TURNING
MOVEMENT VOLUMES

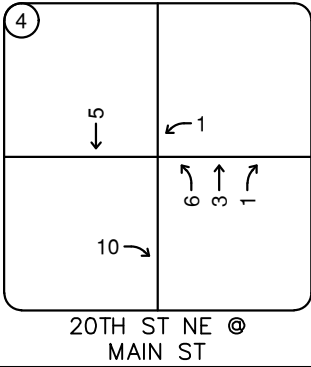
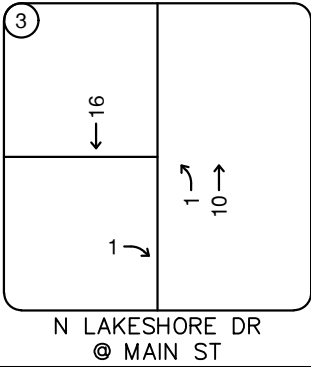
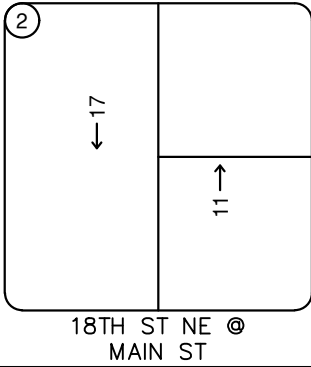
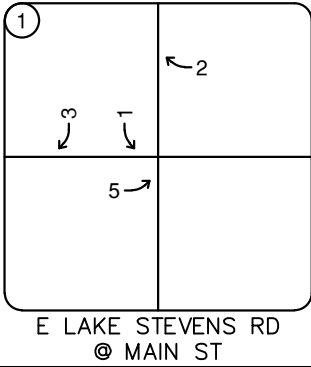


FIGURE 2
DEVELOPMENT
TRIP DISTRIBUTION
PM PEAK-HOUR

These intersections have been analyzed for the 2022 existing conditions, 2025 baseline, and 2025 future with development conditions. The development is anticipated to be constructed before the year 2025 and therefore this analysis should represent a conservative analysis of the operations with build-out of the development. The intersections have been analyzed for the PM peak-hour since that is when the volumes at the study intersections are typically highest, despite the development generating one additional trip during the AM peak-hour.

5.1 Turning Movement Calculations

The 2022 existing peak-hour turning movement counts for the study intersections were collected by the independent counting firm Traffic Data Gathering in March 2022. The 2022 existing turning movements at the study intersections for the PM peak-hour are shown in Figure 3.

The 2025 baseline turning movements at the study intersections have been calculated using a 2.0% annually compounding growth rate. The 2025 baseline turning movements for the PM peak-hour are shown in Figure 4.

The 2025 future with development conditions were calculated by adding the trips generated by the Mill Spur Mixed-Use Development to the 2025 baseline turning movements. The 2025 future with development turning movements for the PM peak-hour are shown in Figure 5. The existing counts and turning movement calculations are included in the attachments.

5.2 Level of Service Analysis

The study intersections have been analyzed using the existing intersection control, channelization, peak-hour factors, and heavy vehicle factors. The level of service results at the study intersections are summarized in Table 3.

Table 3: Level of Service Summary – PM Peak-Hour

Intersection	2022 Existing Conditions		2025 Baseline Conditions		2025 Future w/ Dev. Conditions	
	LOS	Delay	LOS	Delay	LOS	Delay
1. E Lake Stevens Road at Main Street	B	10.5 sec	B	11.0 sec	B	11.1 sec
2. 18 th Street NE at Main Street	B	11.9 sec	B	11.6 sec	B	11.8 sec
3. N Lakeshore Drive at Main Street	B	12.9 sec	B	13.5 sec	B	13.9 sec
4. 20 th Street NE at Main Street	B	13.0 sec	B	14.3 sec	B	14.9 sec

The level of service analysis shows that the study intersections are all anticipated to operate at acceptable levels of service under the 2022 exiting, 2025 baseline, and 2025 future with development conditions.

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MILL SPUR MIXED-USE

SNOHOMISH COUNTY

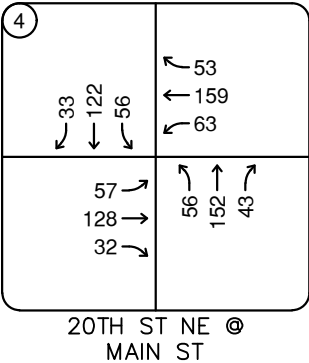
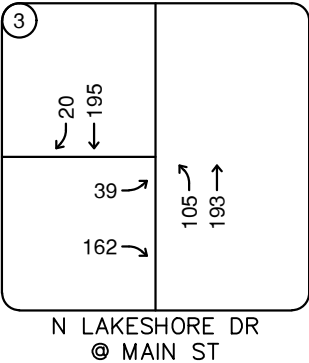
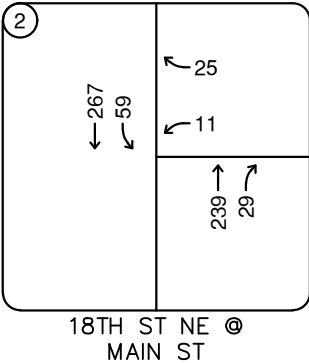
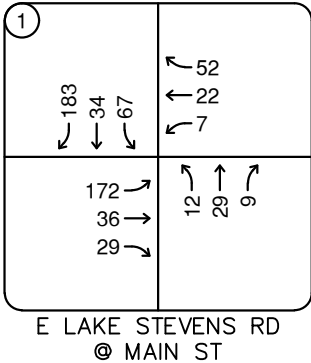
LEGEND

- (xx)

STUDY INTERSECTION
- xx →

PM PEAK-HOUR TURNING
MOVEMENT VOLUMES

FIGURE 3
2022 EXISTING
TURNING MOVEMENTS



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MILL SPUR MIXED-USE

SNOHOMISH COUNTY

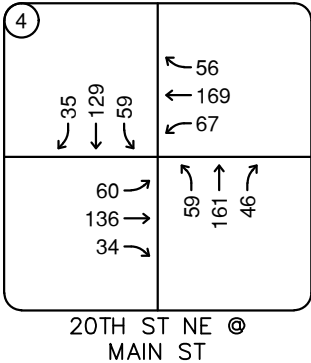
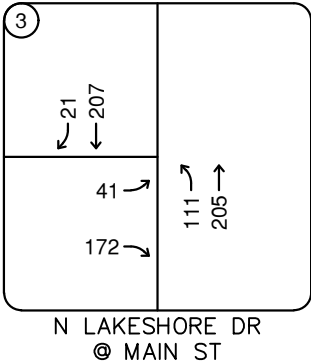
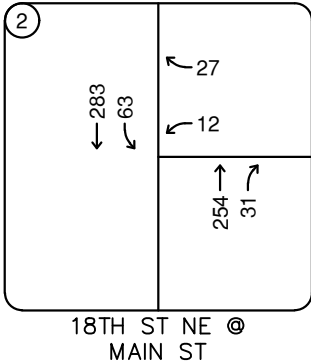
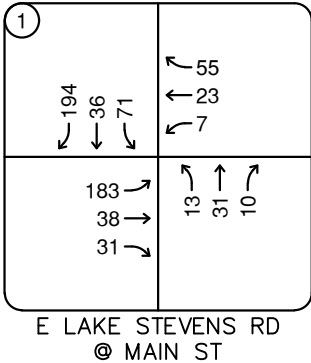
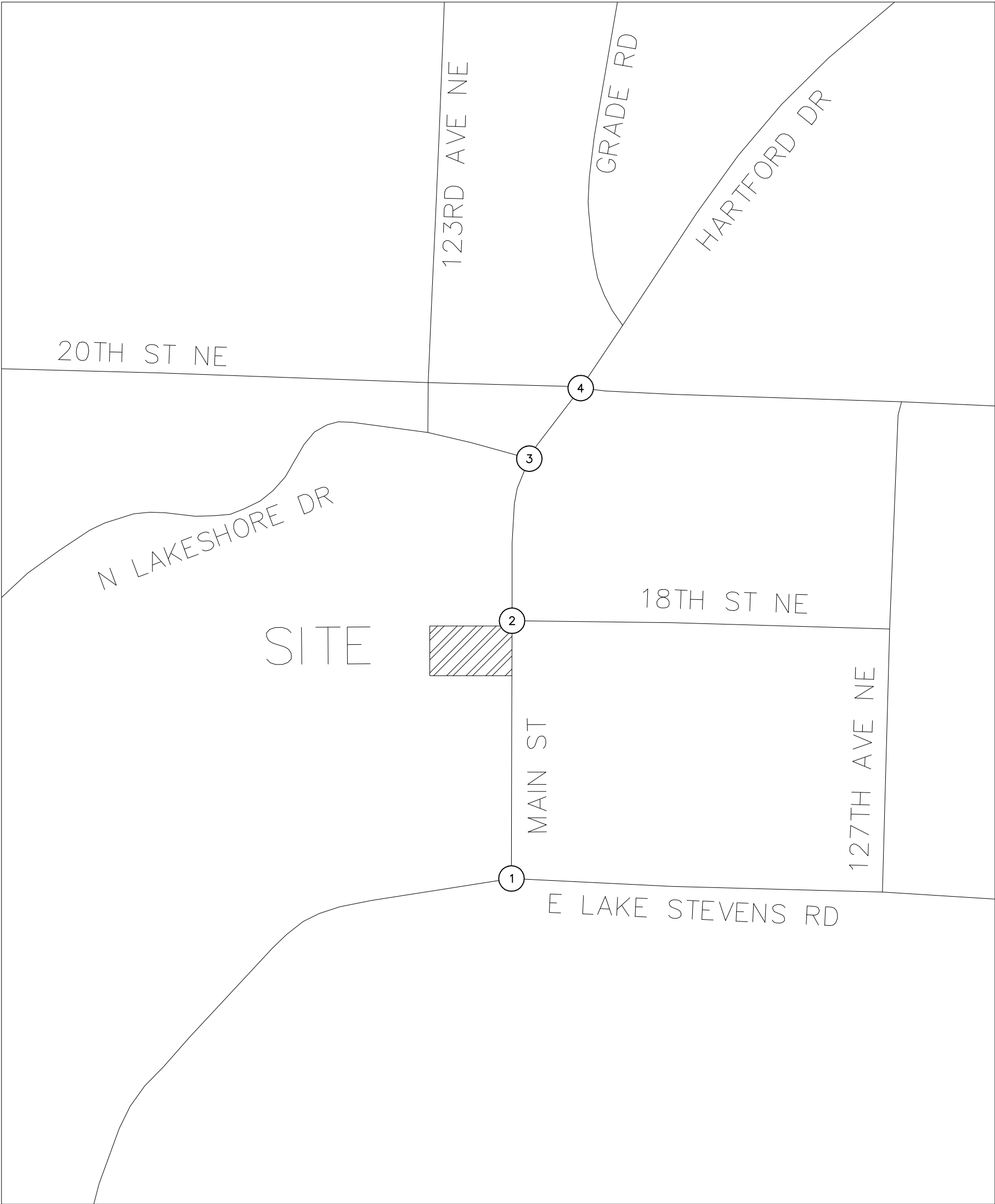
LEGEND

- (xx)

STUDY INTERSECTION
- xx →

PM PEAK-HOUR TURNING
MOVEMENT VOLUMES

FIGURE 4
2025 BASELINE
TURNING MOVEMENTS



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MILL SPUR MIXED-USE

SNOHOMISH COUNTY

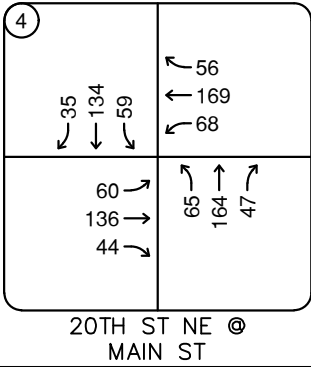
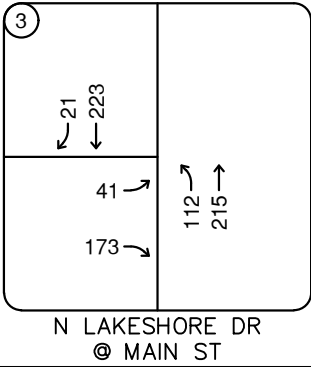
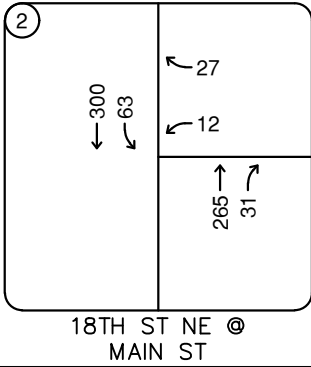
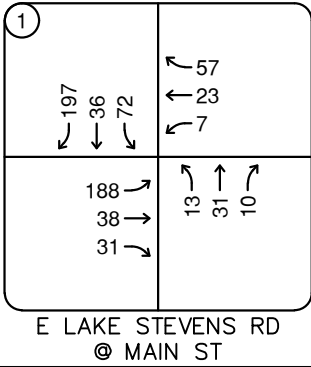
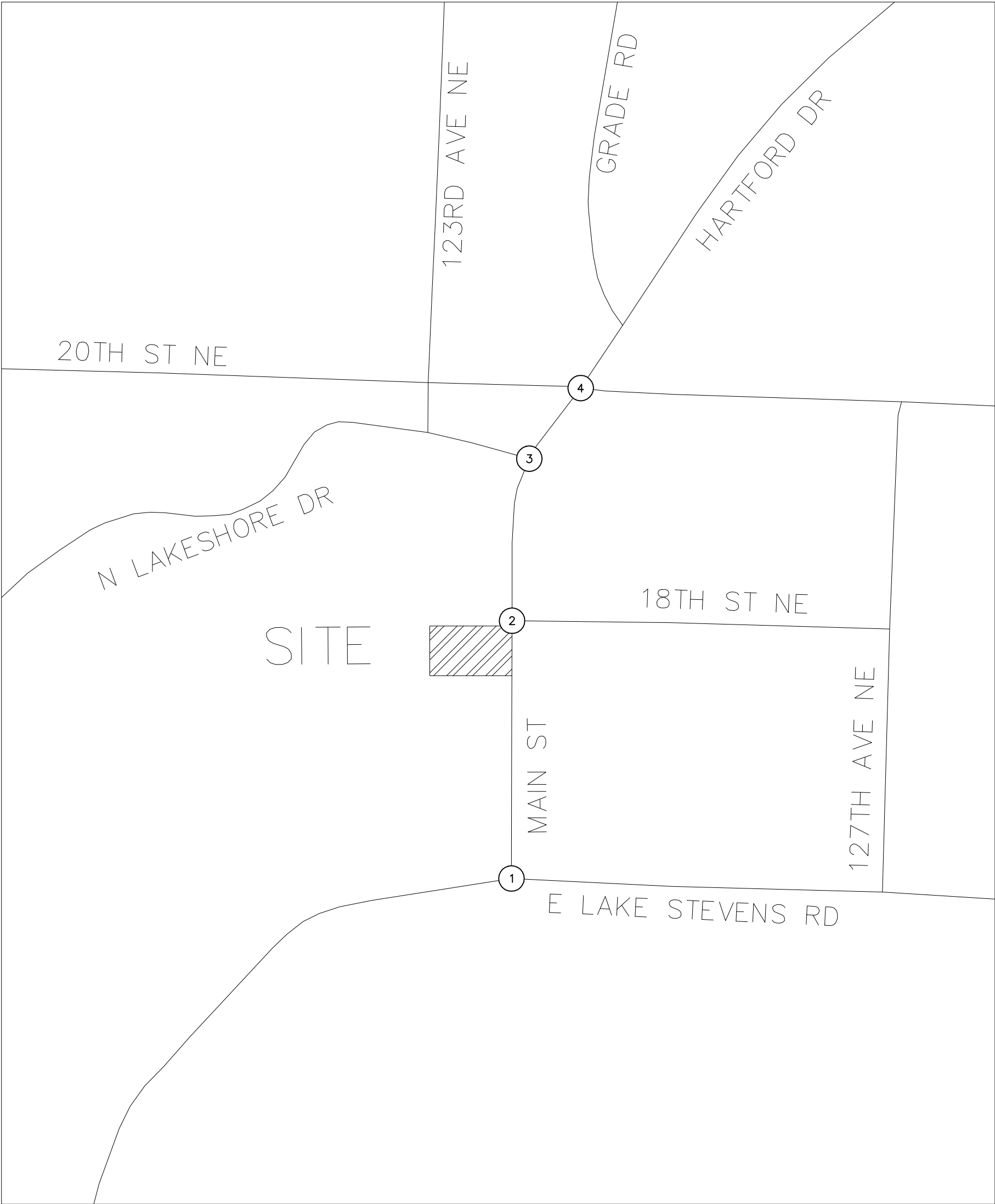
LEGEND

- (xx)

STUDY INTERSECTION
- xx →

PM PEAK-HOUR TURNING
MOVEMENT VOLUMES

FIGURE 5
2025 FUTURE WITH
DEVELOPMENT
TURNING MOVEMENTS



5.3 V/C Ratio

The volume-to-capacity (v/c) ratios at the study intersections were evaluated according to LSMC 14.110.040. The analysis software does not output an overall intersection v/c ratio but does provide v/c ratios for each lane with stop-control. It is important to note that LSMC 14.11.040 does not evaluate the operations of an intersection on the v/c ratio of each lane, but the intersection as a whole. However, the study intersections all have lanes that operate with v/c ratios of less than 100%, which equates to LOS E or better.

The HCM and v/c ratios show that the study intersections are all anticipated to operate at acceptable levels identified in LSMC 14.110.040. The level of service calculations are included in the attachments.

6. TRAFFIC MITIGATION FEES

The Washington Growth Management Act and Revised Code of Washington 82.02.050(2) authorize local jurisdictions to establish proportionate share traffic mitigation fees in order to fund capital facilities, such as roads and intersections. The Mill Spur Mixed-Use Development is anticipated to generate 39 new PM peak-hour trips on streets within the City of Lake Stevens. The City of Lake Stevens has a base mitigation fee of \$3,500 per PM peak-hour trip for developments located in the TIZ 3. The Mill Spur Mixed-Use development is anticipated to generate 39 new PM peak-hour trips, resulting in City of Lake Stevens mitigation fee of \$136,500.00. The fees for each of the uses are:

- Multifamily Housing (Low-Rise), 6 units and 3 PM peak-hour trips - \$10,500.00
- High-Turnover (Sit-Down) Restaurant, 7,052 SF and 36 PM peak-hour trips - \$126,000.00

The *City of Lake Stevens – Traffic Impact Fee Determination Worksheet* is included in the attachments.

Additional off-site improvements should not be a condition of the Mill Spur Mixed-Use development. The intersection level of service analysis shows that the study intersection are all anticipated to operate at acceptable levels of service.

7. CONCLUSIONS

The Mill Spur Mixed-Use development is proposed to consist of 6 total multifamily residential units. The Mill Spur Mixed-Use development is anticipated to generate 471 new average daily trips with 39 new PM peak-hour trips. The analysis shows the study intersections will operate at acceptable levels of service. Intersection improvements at off-site intersections should therefore not be a condition of the development. Traffic mitigation fees for the development should total \$136,500.00 to the City of Lake Stevens.

Trip Generation Calculations

**Trip Generation for: Development Peak Weekday
(a.k.a.): Average Weekday Daily Trips (AWDT)**

NET EXTERNAL TRIPS BY TYPE													
IN BOTH DIRECTIONS										DIRECTIONAL ASSIGNMENTS			
LAND USES	VARIABLE	ITE LU code	Gross Trips				Internal Crossover		TOTAL	PASS-BY		DIVERTED LINK	NEW
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)		In+Out (Total)	% of Ext. Trips		
Multifamily Housing (Low-Rise)	6 Units	220	6.74	50%	50%	40	0.0%	0	40	0	0%	0	40
High-Turnover (Sit-Down) Res.	7.052 KSF	932	107.20	50%	50%	756	0.0%	0	756	325	43%	0	431
Total						796		0	796	325		0	471
										In	Out	In	Out
										163	162	0	20
										163	162	0	216
												0	236
													235

Mill Spur Mixed-Use
090222052

**Trip Generation for: Development Peak Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 7 and 9 AM
(a.k.a.): Weekday AM Peak Hour**

NET EXTERNAL TRIPS BY TYPE																					
IN BOTH DIRECTIONS										DIRECTIONAL ASSIGNMENTS											
LAND USES	VARIABLE	ITE LU code	Gross Trips					Internal Crossover		TOTAL	PASS-BY		DIVERTED LINK		NEW	PASS-BY		DIVERTED LINK		NEW	
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	% of Ext. Trips		In+Out (Total)	% of Ext. Trips	In+Out (Total)	In		Out	In	Out	In	Out	
Multifamily Housing (Low-Rise)	6 Units	220	0.40	24%	76%	2	0.0%	0	2	0%	0	0	2	0	0	0	0	2			
High-Turnover (Sit-Down) Res.	7.052 KSF	932	9.57	55%	45%	67	0.0%	0	67	43%	29	0	38	16	13	0	0	21	17		
Total						69		0	69		29	0	40	16	13	0	0	21	19		

Mill Spur Mixed-Use
090222052

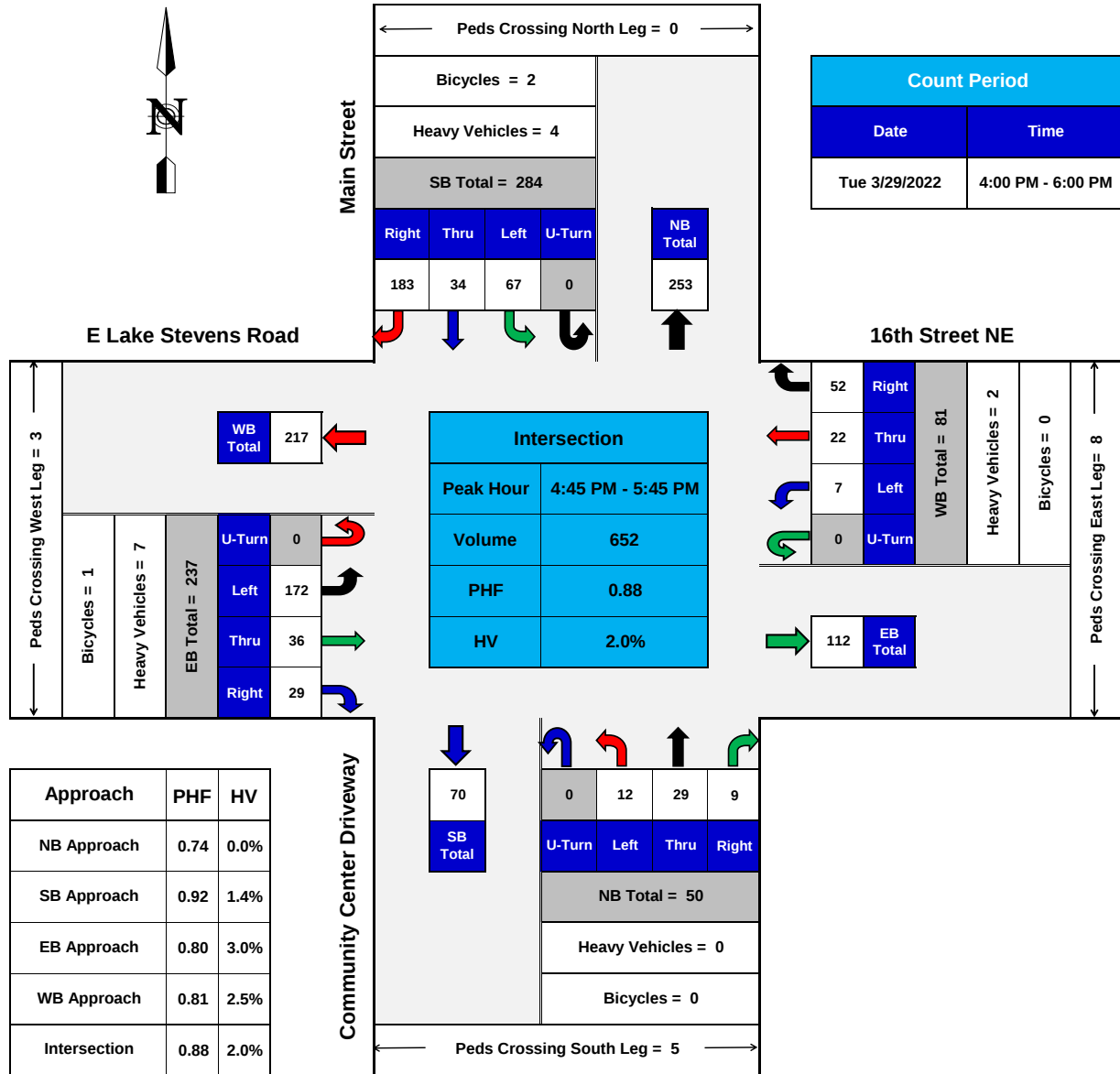
Trip Generation for: Development Peak Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 PM (a.k.a.): Weekday PM Peak Hour

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Counts and Turning Movement Calculations

E Lake Stevens Road @ Main Street

Lake Stevens, WA



PHF = Peak Hour Factor
HV = Heavy Vehicles

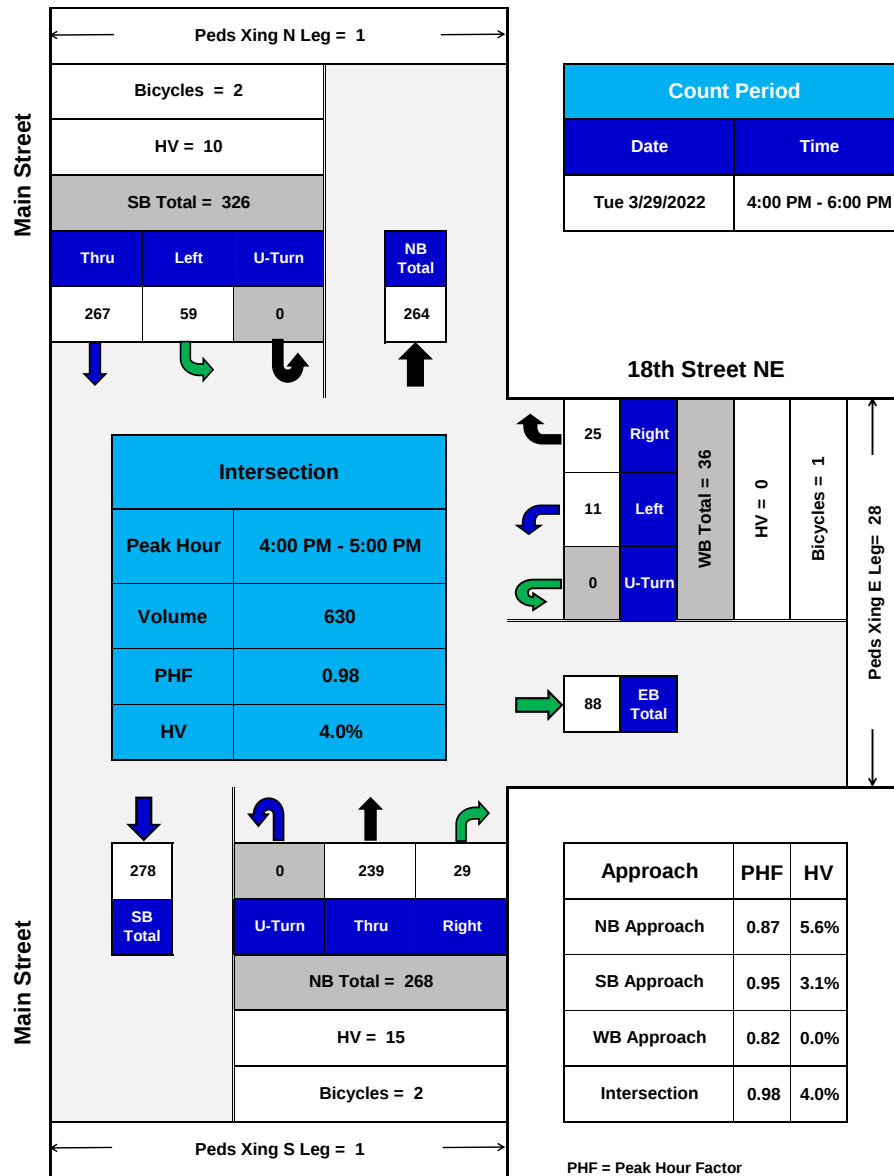
TURNING MOVEMENTS DIAGRAM

PEAK HOUR SUMMARY



18th Street NE @ Main Street

Lake Stevens, WA

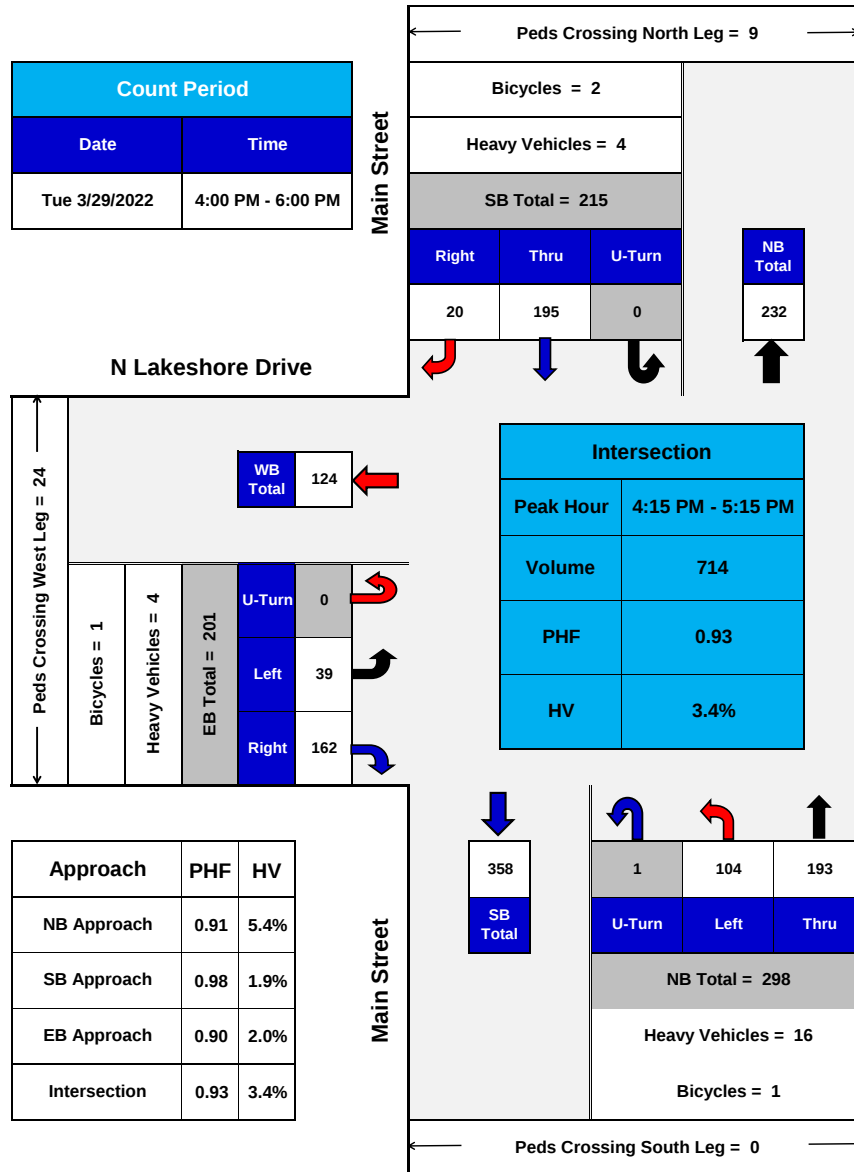


TURNING MOVEMENTS DIAGRAM

PEAK HOUR SUMMARY



N Lakeshore Drive @ Main Street
Lake Stevens, WA



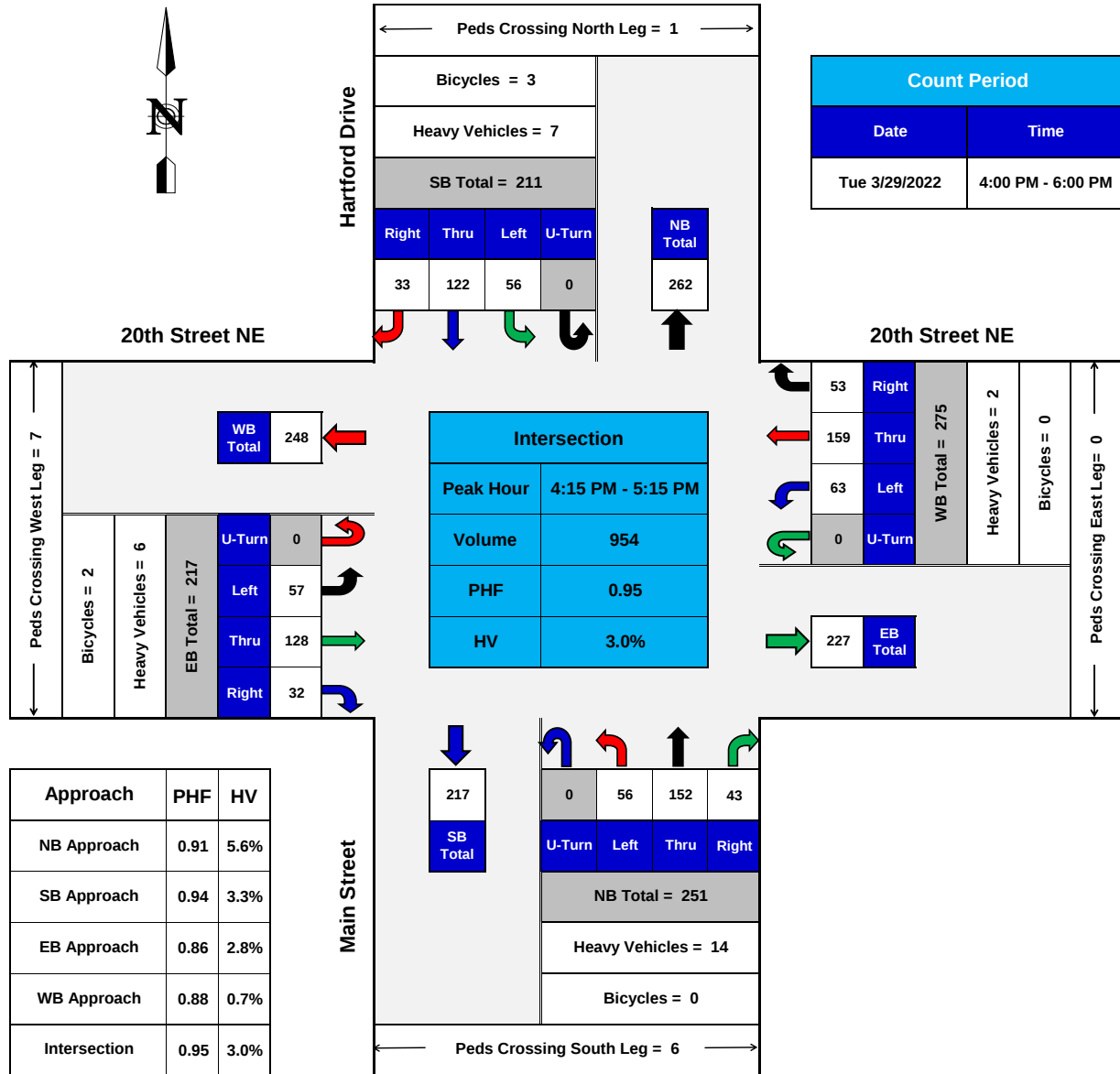
PHF = Peak Hour Factor
 HV = Heavy Vehicles

TURNING MOVEMENTS DIAGRAM
PEAK HOUR SUMMARY



20th Street NE @ Main Street

Lake Stevens, WA



TURNING MOVEMENTS DIAGRAM

PEAK HOUR SUMMARY



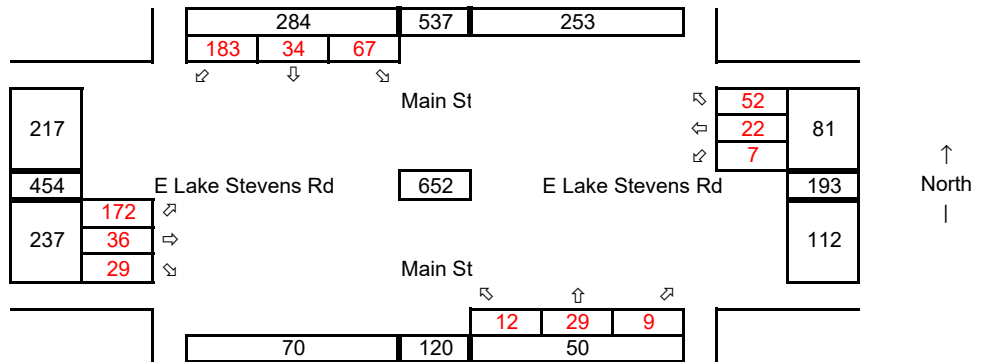
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Existing
Average Weekday
PM Peak-Hour

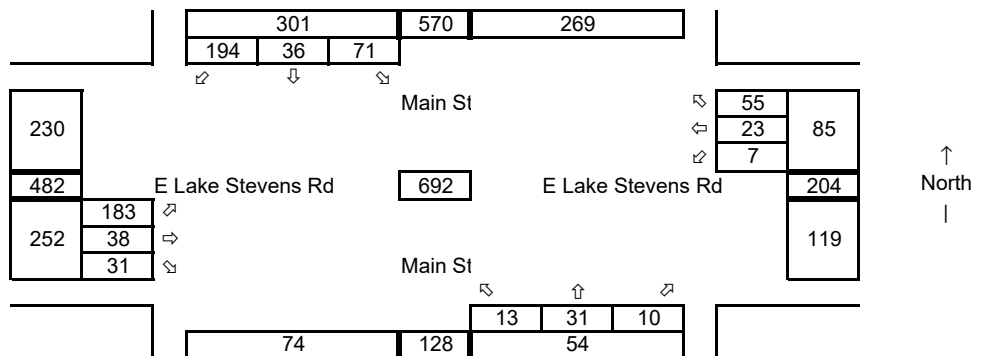
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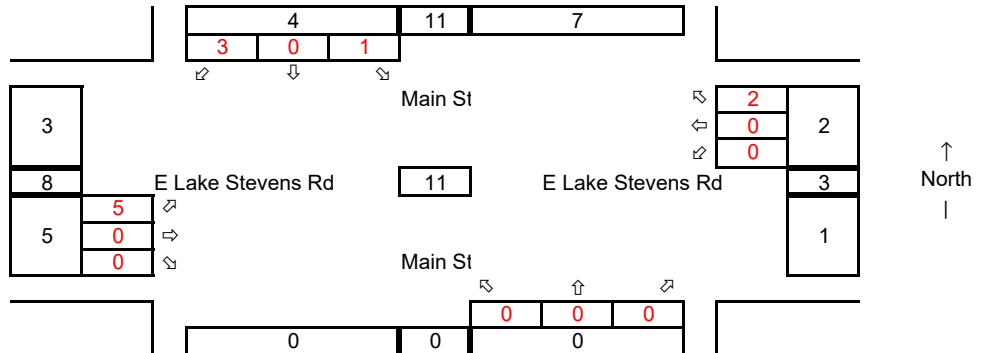


Baseline
Average Weekday
PM Peak-Hour

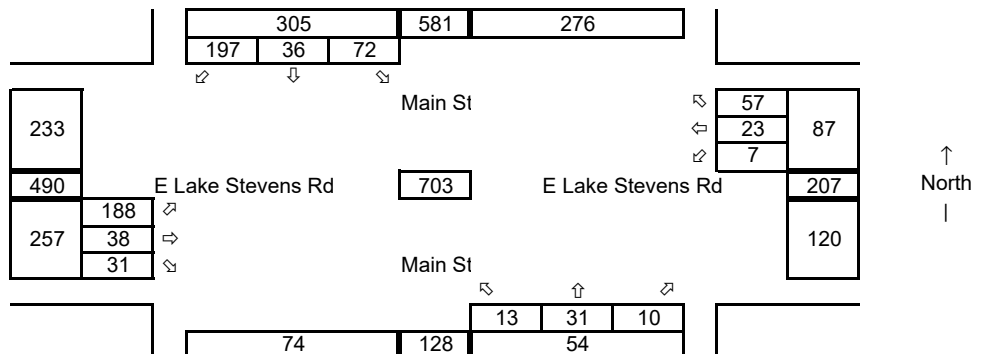
Year: 2025
Growth Rate = 2.0%
Years of Growth = 3
Total Growth = 1.0612



Development
Average Weekday
PM Peak-Hour



Future w Development
Average Weekday
PM Peak-Hour



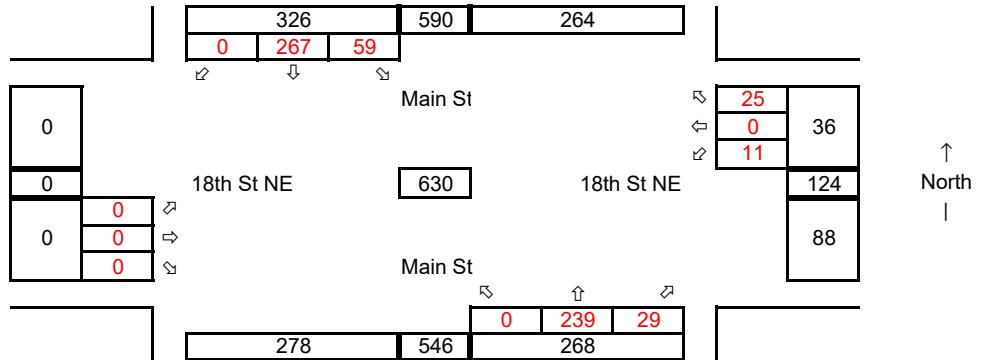
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Synchro ID: 2

Existing
Average Weekday
PM Peak-Hour

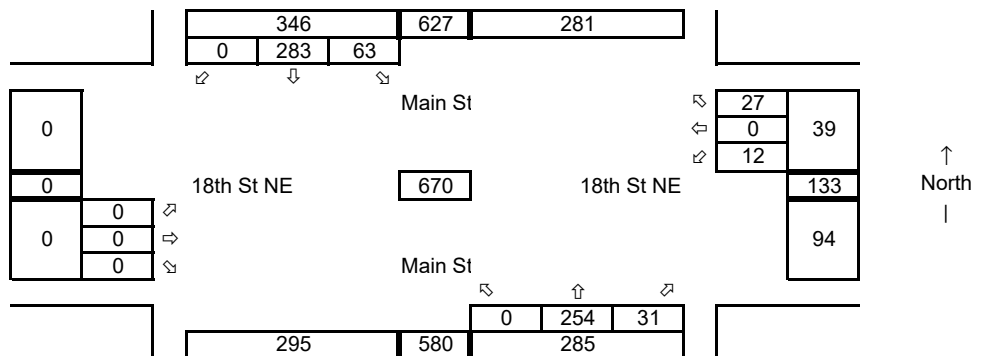
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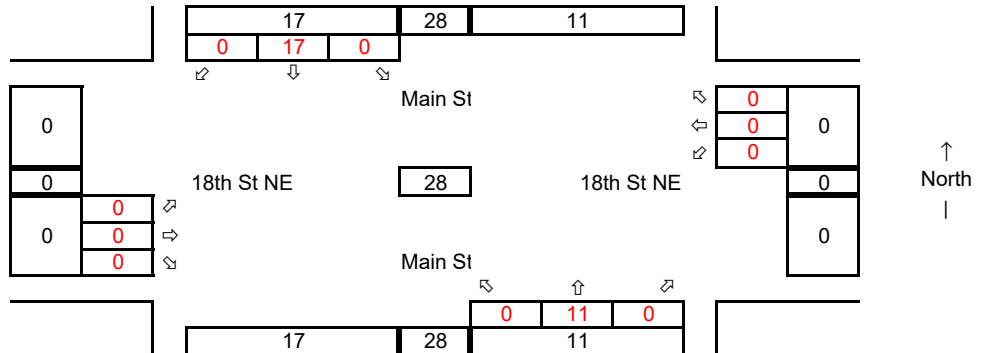


Baseline
Average Weekday
PM Peak-Hour

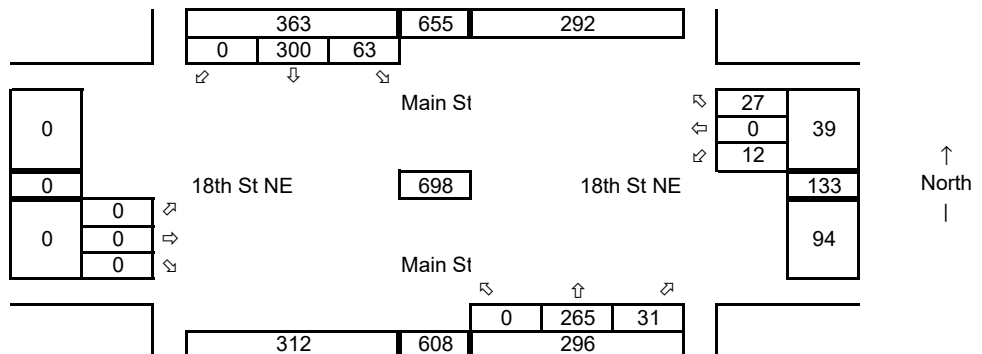
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Years of Growth = 3
Total Growth = 1.0612



Development
Average Weekday
PM Peak-Hour



Future w Development
Average Weekday
PM Peak-Hour



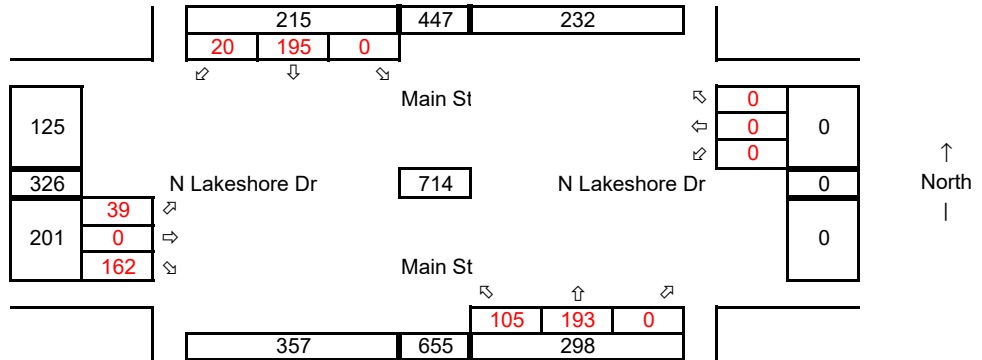
3 N Lakeshore Dr at Main St

Synchro ID: 3

Existing
Average Weekday
PM Peak-Hour

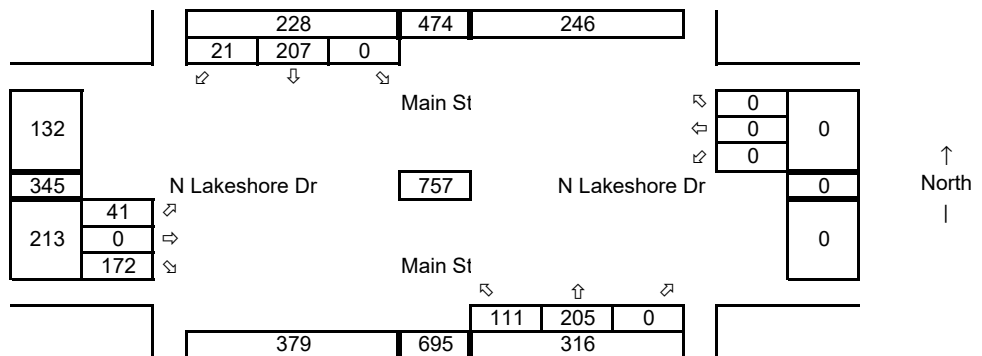
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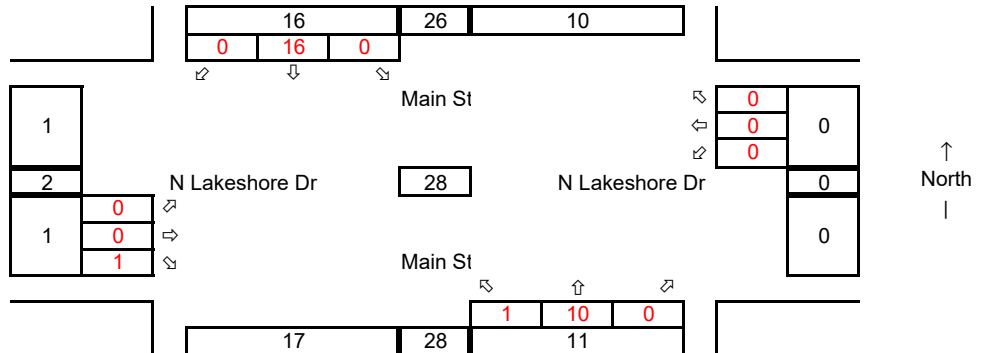


Baseline
Average Weekday
PM Peak-Hour

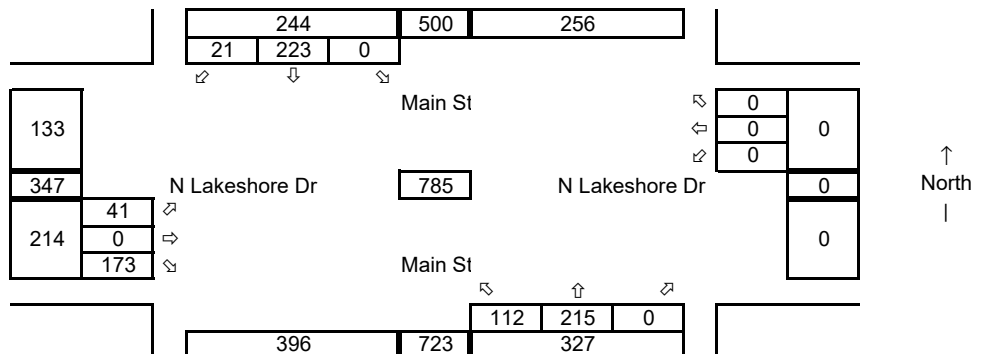
Year: 2025
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Years of Growth = 3
Total Growth = 1.0612



Development
Average Weekday
PM Peak-Hour



Future w Development
Average Weekday
PM Peak-Hour



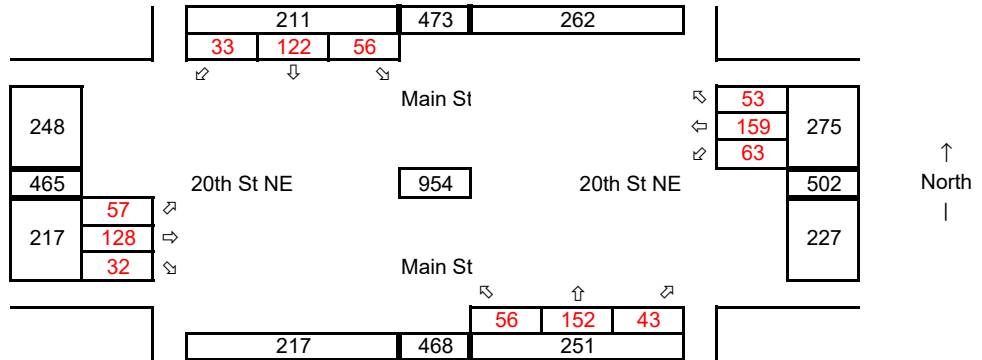
4 20th St NE at Main St

Synchro ID: 4

Existing
Average Weekday
PM Peak-Hour

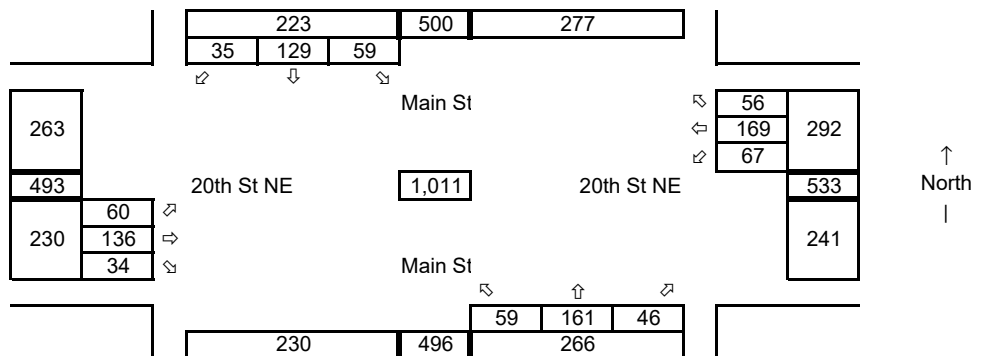
Year: 3/29/2022

Data Source: TDG

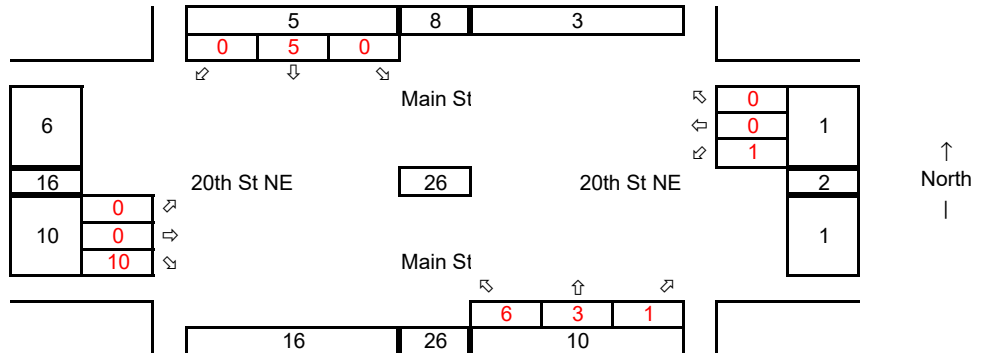


Baseline
Average Weekday
PM Peak-Hour

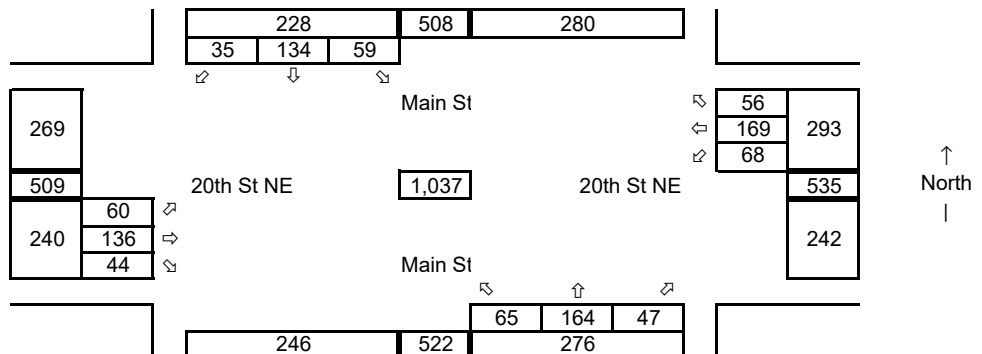
Year: 2025
Growth Rate = 2.0%
Years of Growth = 3
Total Growth = 1.0612



Development
Average Weekday
PM Peak-Hour



Future w Development
Average Weekday
PM Peak-Hour



Level of Service Calculations

HCM 6th AWSC

1: E Lake Stevens Rd/16th St NE & Main St

Mill Spur Mixed-Use

Intersection

Intersection Delay, s/veh 10.5
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	172	36	29	7	22	52	12	29	9	67	34	183
Future Vol, veh/h	172	36	29	7	22	52	12	29	9	67	34	183
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	195	41	33	8	25	59	14	33	10	76	39	208
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	11.1			8.6			8.7			10.8		
HCM LOS	B			A			A			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	73%	9%	24%
Vol Thru, %	58%	15%	27%	12%
Vol Right, %	18%	12%	64%	64%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	50	237	81	284
LT Vol	12	172	7	67
Through Vol	29	36	22	34
RT Vol	9	29	52	183
Lane Flow Rate	57	269	92	323
Geometry Grp	1	1	1	1
Degree of Util (X)	0.082	0.374	0.123	0.409
Departure Headway (Hd)	5.176	5.003	4.814	4.564
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	685	714	735	784
Service Time	3.263	3.079	2.905	2.624
HCM Lane V/C Ratio	0.083	0.377	0.125	0.412
HCM Control Delay	8.7	11.1	8.6	10.8
HCM Lane LOS	A	B	A	B
HCM 95th-tile Q	0.3	1.7	0.4	2

HCM 6th TWSC
2: Main St & 18th St NE

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	25	239	29	59	267
Future Vol, veh/h	11	25	239	29	59	267
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	13	28	272	33	67	303

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	726	289	0
Stage 1	289	-	-
Stage 2	437	-	-
Critical Hdwy	6.44	6.24	-
Critical Hdwy Stg 1	5.44	-	-
Critical Hdwy Stg 2	5.44	-	-
Follow-up Hdwy	3.536	3.336	-
Pot Cap-1 Maneuver	389	745	-
Stage 1	756	-	-
Stage 2	647	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	364	745	-
Mov Cap-2 Maneuver	364	-	-
Stage 1	756	-	-
Stage 2	605	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.9	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	564	1244
HCM Lane V/C Ratio	-	-	0.073	0.054
HCM Control Delay (s)	-	-	11.9	8.1
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.2

HCM 6th TWSC
3: Main St & N Lakeshore Dr

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 4.8

Movement EBL EBR NBL NBT SBT SBR

Lane Configurations 

Traffic Vol, veh/h 39 162 105 193 195 20

Future Vol, veh/h 39 162 105 193 195 20

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 93 93 93 93 93 93

Heavy Vehicles, % 3 3 3 3 3 3

Mvmt Flow 42 174 113 208 210 22

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 655 221 232 0 - 0

Stage 1 221 - - - - -

Stage 2 434 - - - - -

Critical Hdwy 6.43 6.23 4.13 - - -

Critical Hdwy Stg 1 5.43 - - - - -

Critical Hdwy Stg 2 5.43 - - - - -

Follow-up Hdwy 3.527 3.327 2.227 - - -

Pot Cap-1 Maneuver 429 816 1330 - - -

Stage 1 813 - - - - -

Stage 2 651 - - - - -

Platoon blocked, % - - - - -

Mov Cap-1 Maneuver 388 816 1330 - - -

Mov Cap-2 Maneuver 388 - - - - -

Stage 1 735 - - - - -

Stage 2 651 - - - - -

Approach EB NB SB

HCM Control Delay, s 12.9 2.8 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1330 - 672 - -

HCM Lane V/C Ratio 0.085 - 0.322 - -

HCM Control Delay (s) 8 0 12.9 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0.3 - 1.4 - -

HCM 6th AWSC

4: Main St/Hartford Dr & 20th St NE

Mill Spur Mixed-Use

Intersection

Intersection Delay, s/veh	13
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	57	128	32	63	159	53	56	152	43	56	122	33
Future Vol, veh/h	57	128	32	63	159	53	56	152	43	56	122	33
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	60	135	34	66	167	56	59	160	45	59	128	35
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	12.5			13.7			13.2			12.4		
HCM LOS	B			B			B			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	22%	26%	23%	27%
Vol Thru, %	61%	59%	58%	58%
Vol Right, %	17%	15%	19%	16%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	251	217	275	211
LT Vol	56	57	63	56
Through Vol	152	128	159	122
RT Vol	43	32	53	33
Lane Flow Rate	264	228	289	222
Geometry Grp	1	1	1	1
Degree of Util (X)	0.427	0.374	0.462	0.365
Departure Headway (Hd)	5.823	5.888	5.741	5.921
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	613	605	622	602
Service Time	3.91	3.973	3.822	4.012
HCM Lane V/C Ratio	0.431	0.377	0.465	0.369
HCM Control Delay	13.2	12.5	13.7	12.4
HCM Lane LOS	B	B	B	B
HCM 95th-tile Q	2.1	1.7	2.4	1.7

HCM 6th AWSC

1: E Lake Stevens Rd/16th St NE & Main St

Mill Spur Mixed-Use

Intersection

Intersection Delay, s/veh 11
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	183	38	31	7	23	55	13	31	10	71	36	194
Future Vol, veh/h	183	38	31	7	23	55	13	31	10	71	36	194
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	208	43	35	8	26	63	15	35	11	81	41	220
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	11.6			8.8			8.9			11.4		
HCM LOS	B			A			A			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	73%	8%	24%
Vol Thru, %	57%	15%	27%	12%
Vol Right, %	19%	12%	65%	64%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	54	252	85	301
LT Vol	13	183	7	71
Through Vol	31	38	23	36
RT Vol	10	31	55	194
Lane Flow Rate	61	286	97	342
Geometry Grp	1	1	1	1
Degree of Util (X)	0.092	0.404	0.135	0.44
Departure Headway (Hd)	5.376	5.076	5.014	4.633
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	670	702	719	770
Service Time	3.382	3.17	3.018	2.713
HCM Lane V/C Ratio	0.091	0.407	0.135	0.444
HCM Control Delay	8.9	11.6	8.8	11.4
HCM Lane LOS	A	B	A	B
HCM 95th-tile Q	0.3	2	0.5	2.3

HCM 6th TWSC
2: Main St & 18th St NE

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	27	254	31	63	283
Future Vol, veh/h	12	27	254	31	63	283
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	12	28	259	32	64	289

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	692	275	0
Stage 1	275	-	-
Stage 2	417	-	-
Critical Hdwy	6.44	6.24	-
Critical Hdwy Stg 1	5.44	-	-
Critical Hdwy Stg 2	5.44	-	-
Follow-up Hdwy	3.536	3.336	-
Pot Cap-1 Maneuver	407	759	-
Stage 1	767	-	-
Stage 2	661	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	382	759	-
Mov Cap-2 Maneuver	382	-	-
Stage 1	767	-	-
Stage 2	621	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.6	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	582	1259
HCM Lane V/C Ratio	-	-	0.068	0.051
HCM Control Delay (s)	-	-	11.6	8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.2

HCM 6th TWSC
3: Main St & N Lakeshore Dr

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 5

Movement EBL EBR NBL NBT SBT SBR

Lane Configurations						
Traffic Vol, veh/h	41	172	111	205	207	21
Future Vol, veh/h	41	172	111	205	207	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	44	185	119	220	223	23

Major/Minor Minor2 Major1 Major2

Conflicting Flow All	693	235	246	0	-	0
Stage 1	235	-	-	-	-	-
Stage 2	458	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	408	802	1314	-	-	-
Stage 1	802	-	-	-	-	-
Stage 2	635	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	366	802	1314	-	-	-
Mov Cap-2 Maneuver	366	-	-	-	-	-
Stage 1	719	-	-	-	-	-
Stage 2	635	-	-	-	-	-

Approach EB NB SB

HCM Control Delay, s	13.5	2.8	0
HCM LOS	B		

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h)	1314	-	652	-	-
HCM Lane V/C Ratio	0.091	-	0.351	-	-
HCM Control Delay (s)	8	0	13.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1.6	-	-

HCM 6th AWSC

4: Main St/Hartford Dr & 20th St NE

Mill Spur Mixed-Use

Intersection

Intersection Delay, s/veh 14.3
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	60	136	34	67	169	56	59	161	46	59	129	35
Future Vol, veh/h	60	136	34	67	169	56	59	161	46	59	129	35
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	63	143	36	71	178	59	62	169	48	62	136	37
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	13.6			15.3			14.6			13.5		
HCM LOS	B			C			B			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	22%	26%	23%	26%
Vol Thru, %	61%	59%	58%	58%
Vol Right, %	17%	15%	19%	16%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	266	230	292	223
LT Vol	59	60	67	59
Through Vol	161	136	169	129
RT Vol	46	34	56	35
Lane Flow Rate	280	242	307	235
Geometry Grp	1	1	1	1
Degree of Util (X)	0.475	0.416	0.514	0.406
Departure Headway (Hd)	6.107	6.183	6.015	6.224
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	588	581	599	577
Service Time	4.153	4.229	4.058	4.271
HCM Lane V/C Ratio	0.476	0.417	0.513	0.407
HCM Control Delay	14.6	13.6	15.3	13.5
HCM Lane LOS	B	B	C	B
HCM 95th-tile Q	2.5	2	2.9	2

HCM 6th AWSC

1: E Lake Stevens Rd/16th St NE & Main St

Mill Spur Mixed-Use

Intersection

Intersection Delay, s/veh 11.1
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	188	38	31	7	23	57	13	31	10	72	36	197
Future Vol, veh/h	188	38	31	7	23	57	13	31	10	72	36	197
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	214	43	35	8	26	65	15	35	11	82	41	224
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	11.8			8.8			9			11.5		
HCM LOS	B			A			A			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	73%	8%	24%
Vol Thru, %	57%	15%	26%	12%
Vol Right, %	19%	12%	66%	65%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	54	257	87	305
LT Vol	13	188	7	72
Through Vol	31	38	23	36
RT Vol	10	31	57	197
Lane Flow Rate	61	292	99	347
Geometry Grp	1	1	1	1
Degree of Util (X)	0.092	0.413	0.138	0.448
Departure Headway (Hd)	5.41	5.096	5.036	4.654
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	666	698	716	766
Service Time	3.417	3.192	3.04	2.735
HCM Lane V/C Ratio	0.092	0.418	0.138	0.453
HCM Control Delay	9	11.8	8.8	11.5
HCM Lane LOS	A	B	A	B
HCM 95th-tile Q	0.3	2	0.5	2.3

HCM 6th TWSC
2: Main St & 18th St NE

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	27	265	31	63	300
Future Vol, veh/h	12	27	265	31	63	300
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	12	28	270	32	64	306

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	720	286	0
Stage 1	286	-	-
Stage 2	434	-	-
Critical Hdwy	6.44	6.24	-
Critical Hdwy Stg 1	5.44	-	-
Critical Hdwy Stg 2	5.44	-	-
Follow-up Hdwy	3.536	3.336	-
Pot Cap-1 Maneuver	392	748	-
Stage 1	758	-	-
Stage 2	649	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	368	748	-
Mov Cap-2 Maneuver	368	-	-
Stage 1	758	-	-
Stage 2	609	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.8	0	1.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	568	1248
HCM Lane V/C Ratio	-	-	0.07	0.052
HCM Control Delay (s)	-	-	11.8	8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.2

HCM 6th TWSC
3: Main St & N Lakeshore Dr

Mill Spur Mixed-Use

Intersection

Int Delay, s/veh 5

Movement EBL EBR NBL NBT SBT SBR

Lane Configurations						
Traffic Vol, veh/h	41	173	112	215	223	21
Future Vol, veh/h	41	173	112	215	223	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	44	186	120	231	240	23

Major/Minor Minor2 Major1 Major2

Conflicting Flow All	723	252	263	0	-	0
Stage 1	252	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	392	784	1295	-	-	-
Stage 1	788	-	-	-	-	-
Stage 2	626	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	350	784	1295	-	-	-
Mov Cap-2 Maneuver	350	-	-	-	-	-
Stage 1	704	-	-	-	-	-
Stage 2	626	-	-	-	-	-

Approach EB NB SB

HCM Control Delay, s	13.9	2.8	0
HCM LOS	B		

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h)	1295	-	633	-	-
HCM Lane V/C Ratio	0.093	-	0.364	-	-
HCM Control Delay (s)	8.1	0	13.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1.7	-	-

Intersection

Intersection Delay, s/veh 14.9
Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	60	136	44	68	169	56	65	164	47	59	134	35
Future Vol, veh/h	60	136	44	68	169	56	65	164	47	59	134	35
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	63	143	46	72	178	59	68	173	49	62	141	37
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	14.1			15.8			15.3			13.9		
HCM LOS	B			C			C			B		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	25%	23%	26%
Vol Thru, %	59%	57%	58%	59%
Vol Right, %	17%	18%	19%	15%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	276	240	293	228
LT Vol	65	60	68	59
Through Vol	164	136	169	134
RT Vol	47	44	56	35
Lane Flow Rate	291	253	308	240
Geometry Grp	1	1	1	1
Degree of Util (X)	0.5	0.439	0.525	0.421
Departure Headway (Hd)	6.195	6.251	6.123	6.322
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	581	576	589	569
Service Time	4.247	4.305	4.173	4.378
HCM Lane V/C Ratio	0.501	0.439	0.523	0.422
HCM Control Delay	15.3	14.1	15.8	13.9
HCM Lane LOS	C	B	C	B
HCM 95th-tile Q	2.8	2.2	3	2.1

Traffic Impact Fee Worksheet

City of Lake Stevens - Traffic Impact Fee Determination WorksheetName of Development: Mill Spur Mixed-UseDate Prepared: 04/19/2022 Prepared by: Brad Lincoln, PE**Base Impact Fee Calculation**

1. Land use: Multifamily Housing (Low-Rise) and High-Turnover (Sit-Down) Restaurant (1)
2. PM Peak Hour Trip Number from latest edition of ITE Trip Generation Manual

Code: 220/932 Average Trip Generation Rate See TIA Section 3 (2)

3. Pass-by Trip reduction

Percentage from Table T-1 --- % percentage x (2) See TIA Section 3 (3)

4. Total new Peak Hour Trips

(2) – (3) 39 PM Trips (4)

5. Traffic Impact Zone (TIZ) Per Trip Fee: see Figure 1 for map of TIZ

~~TIZ 1 = \$2,039~~ ~~TIZ 2 & TIZ 3 = \$2,917~~ Per Trip Fee: \$3,500 (5)
 \$2,771 \$3,500

6. Calculated Base Impact Fee

(4) X (5) \$136,500 total see TIA for details (6)

Offsite System Improvements – Credits for offsite transportation improvements may be given when the improvements are portions of a project identified in the City’s Capital Facility Plan used in the determination of the Traffic Impact Fee “per trip fee.” City staff can provide a list of the system projects. The determination of a credit is based on City approved costs estimates provided by the Developer’s site engineer. A credit for offsite system improvements cannot be greater than the Calculated Base Impact Fee.

State Environmental Policy Act (SEPA) – excerpt from City Municipal Code**14.112.070 Relationship to the State Environmental Policy Act (SEPA).**

This chapter establishes minimum impact fees, applied to all developments. These fees are presumed to mitigate traffic demand on the capacity of the city street system. However, each development shall be reviewed and be subject to the substantive authority of SEPA for potential adverse traffic impacts on the street system not mitigated by this fee.

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

This Development Agreement (**Agreement**) is made this ____ day of _____, 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

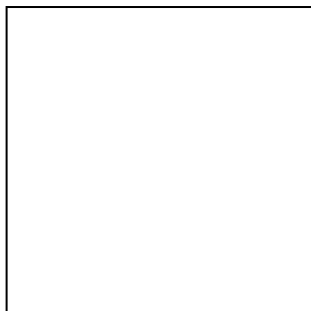
APPROVED AS TO FORM:

Greg A. Rubstello, City Attorney

STATE OF _____)
COUNTY OF _____) ss:

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

DATED: _____, 2022.



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

[Signature follows.]

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

LAKEVIEW FLATS, LLC

By: _____
Name: _____
Its: _____

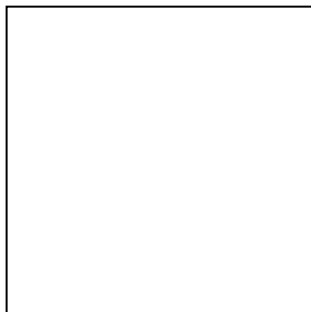
APPROVED AS TO FORM:

, Attorney for Lakeview Flats, LLC

STATE OF _____)
COUNTY OF _____) ss:

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____, 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: _____, 2022.



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

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

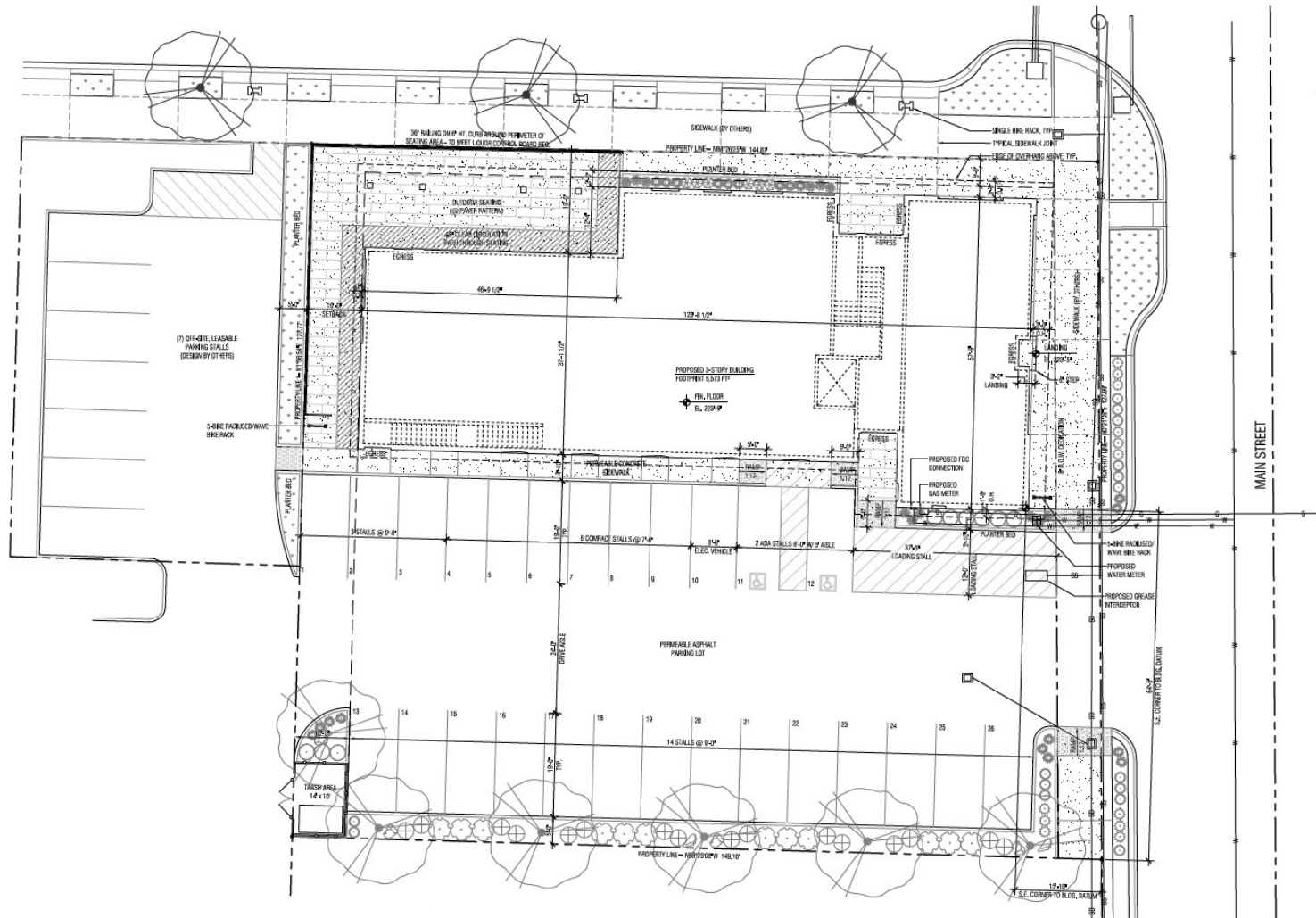
Snohomish County Tax Parcel No.: 00553800003100

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
(Site Plan)



ARCHITECTURE STUDIO of EVERETT
615 35TH STREET - EVERETT WA 98201
206.931.0990 6ARIN@ARCHSTUDIOEVERETT.COM

STAMP:

10942 REGISTERED ARCHITECT
Garin A. Schenk
GARIN A. SCHENK
STATE OF WASHINGTON
2022.04.20

CONSULTANTS:

PROJECT:

MILL SPUR MIXED-USE

1800 MAIN STREET
LAKE STEVENS, WA 98258

DRAWN:	GS
DATE:	2021/03/02
PROJECT #:	2021/06
SCALE:	PER DRAWING
PHASE:	

DEVELOPMENT
AGREEMENT
APRIL 20, 2022

REVISIONS:		
NO.:	DATE:	DESCRIPTION:

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

[Attached binding site plan sketch.]

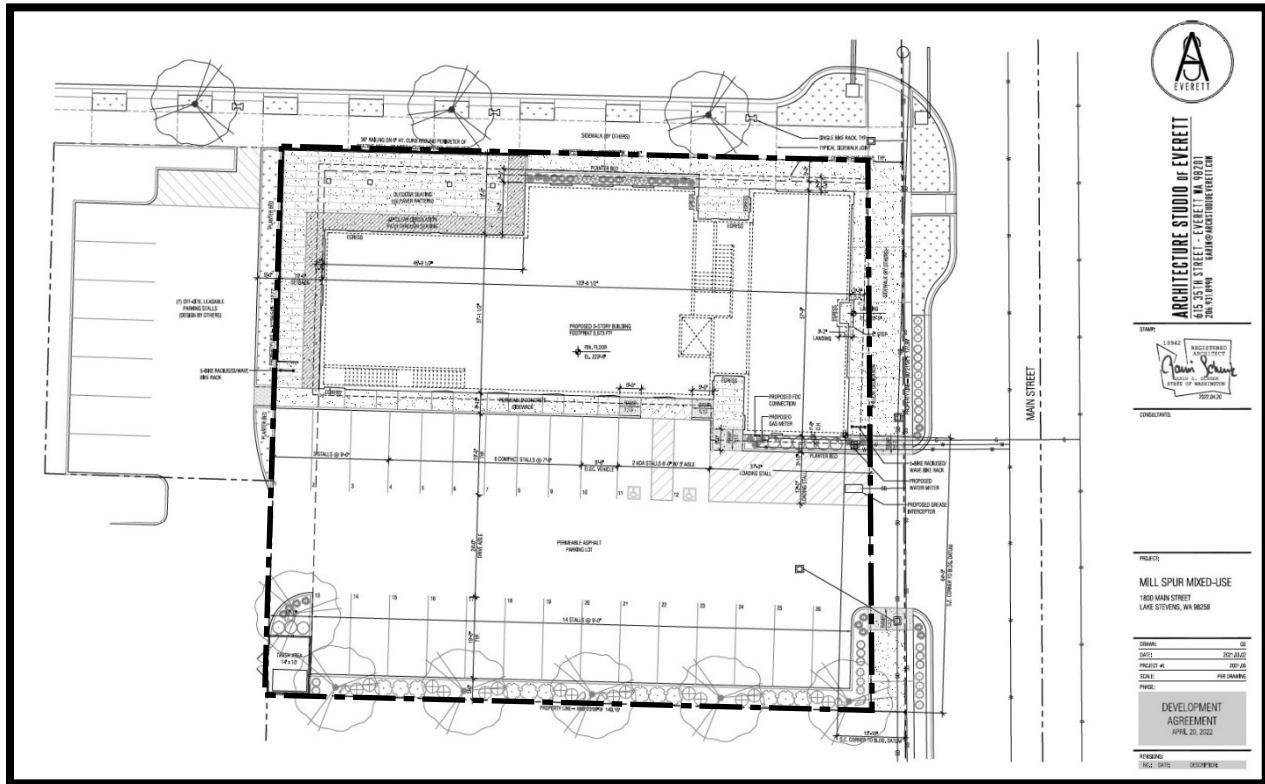


EXHIBIT B

(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:

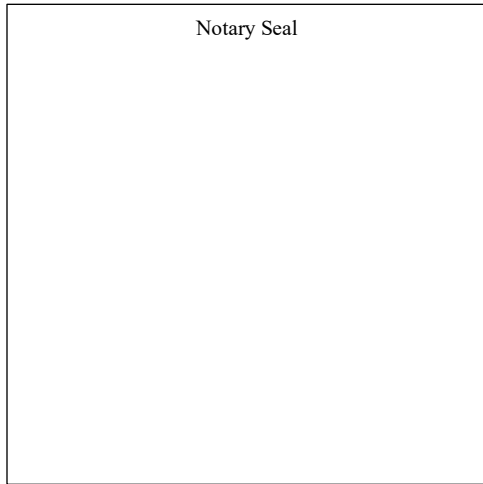
A. The Grantee’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Grantor; and

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

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.

3. **Consideration; Term.** This Agreement is entered by the Parties in consideration of the payment of \$ _____. This Agreement shall be for a term ending Fifty (50) years from the date this Agreement is recorded with the Snohomish County Auditor, unless terminated sooner by the terms set forth above.

4. **Notice.** Any notices to be given hereunder by either Party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated as of the effective day of mailing, if prepaid. Notices sent by mail shall be sent to the address maintained for the property owner by the Douglas County Assessor.

5. **Incorporation.** This Agreement represents the entire agreement of the Parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made, and each Party agrees there are no such statements or representations being relied upon in making this Agreement. No alterations, changes or amendments to this Agreement shall be binding upon either party unless such party has executed a written statement acknowledging such alteration, change or amendment.

6. **Termination Statement.** Upon the termination of this Agreement and the Right, the Grantor may record a statement to that effect with the Snohomish County Auditor. The Grantee hereby appoints the Grantor as its attorney-in-fact for the limited purpose of recording the statement of termination.

GRANTOR:

GRANTEE:

CITY OF LAKE STEVENS, WASHINGTON

LAKEVIEW FLATS, LLC

By: _____

BRETT GAILEY, MAYOR
REPRESENTATIVE

By: _____

AUTHORIZED

ATTEST:

By: _____

CITY CLERK

APPROVED AS TO FORM:

By:

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 said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Mayor of the City of Lake Stevens, Washington 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 _____

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.

 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:_____

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

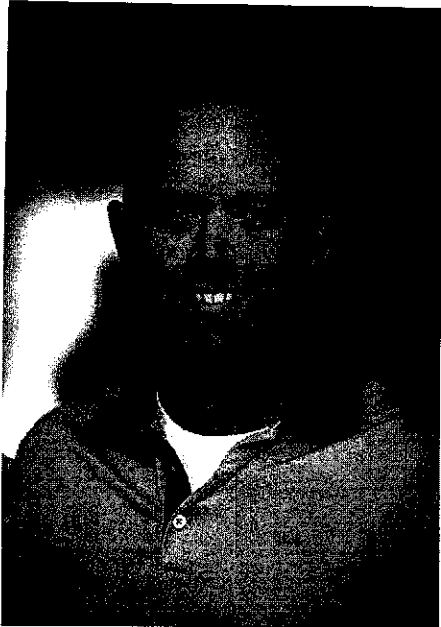
Christopher D. Adams is an attorney located in Everett, Washington practicing in the areas of corporate law, commercial real estate and banking. His commercial real estate experience includes large transactions, land use, and environmental contamination. Mr. Adams is currently the Chairman of Coastal 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.



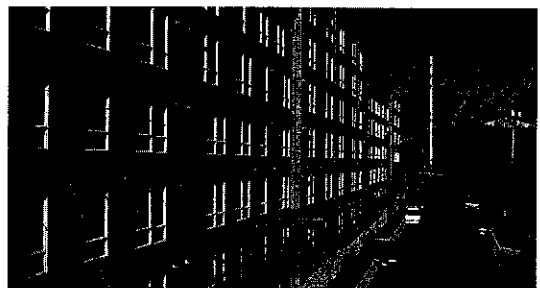
JON GEBOW | SUPERINTENDENT

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

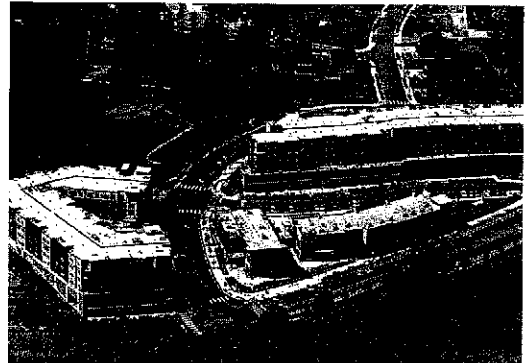


Uptown 11 - Seattle, WA

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 Date
PO Box 257, Lake Stevens WA 98258

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



CITY OF LAKE STEVENS NOTICE OF PUBLIC HEARING Development Agreement

PROJECT NAME/ FILE NUMBER: Lakeview Flats Development Agreement / LUA2022-0036

APPLICANT: Lakeview Flats, LLC

PROJECT LOCATION: 1800 Main Street, Lake Stevens, WA 98258 (Parcel No. 00553800003100)

DATE OF APPLICATION: March 7, 2022

HEARING DATE / TIME: May 24, 2022 / 6:00 pm

LOCATION: City of Lake Stevens Council Chambers; The Mill Building
1808 Main Street, Lake Stevens, WA 98258 and/or by Zoom Meeting. For Zoom Meeting information, please see the City Council Agenda on the City's website.

PROPOSED PROJECT DESCRIPTION:

The Development Agreement application provides the opportunity for the City and Lakeview Flats LLC to agree on the scope and timing of future development of the 0.34-acre site, applicable regulations and requirements, and other matters relating to the development process. The applicant is proposing to construct a three-story mixed-use building, which will be reviewed pursuant to the approved Development Agreement and applicable city codes. A development agreement is a Type VI permit which requires action from the City Council following a public hearing.

PUBLIC REVIEW AND COMMENT:

Interested parties may submit written comments before the hearing or testify in person. Comments can be submitted to City Hall, Attn: Russ Wright, PO Box 257, Lake Stevens, WA 98258 or by email at rwright@lakestevenswa.gov. Persons who submit written or oral testimony may appeal the decision.

The project file, including the staff report, site map and recommendations is available for review at City Hall, Monday-Thursday 9am to 4pm and Friday 8am to 12pm. Limited materials are available at: [Current Planning | Lake Stevens, WA - Official Website \(lakestevenswa.gov\)](#)

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Distribution: Applicant
Published in Everett Herald



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

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.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2022

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, 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 C
Development Agreement

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Resolution No. 2022-09 - 29th St NE ROW Vacation

Contact Person/Department: Melissa Place, Community Development

Budget Impact: None

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

1. Approve Resolution 2022-09 initiating the 29th St NE Right-of-Way Vacation / Set a Public Hearing Date

SUMMARY/BACKGROUND:

The Soper Hill Commercial development project at the SR 9 and Soper Hill Road intersection consists of eight commercial lots, a new roundabout, and a through road connection from SR 9 to Lake Drive via 29th St NE (**Exhibit 1**). Through the development review process of the commercial site, it was identified that a through connection from SR 9 to 29th St NE would help serve Stevens Creek Elementary School and provide a vehicular connection to Lake Drive.

As a condition of approval of the land use permits for the project, the developer agreed to construct off-site improvements including the connection of 29th St NE in exchange for traffic impact fee credits. It was also identified during the review process that a right-of-way (ROW) dedication of the new portion of 29th St NE would be required and that a small triangle of existing city right-of-way on 29th St NE is no longer needed based on the roadway connection design and is best absorbed into the Lake Stevens School District property as shown in **Exhibits 2 & 3**.

PROPOSAL:

The city, the Lake Stevens School District, and the developer desire to jointly work together to finalize this road connection, where the ROW dedication responsibility lies with the school district, the ROW vacation responsibility lies with the city, and the street construction responsibility lies with the developer. The Lake Stevens School District is the owner of Parcel Number 29050100401000 and has recently dedicated a portion of their property via a separate executed deed and dedication document to the city of Lake Stevens (**Exhibit 2**) to create the new connection between Soper Hill Road and 29th St NE.

The next step in the process is for a ROW vacation of 215 square feet along 29th St NE and to incorporate that portion into the Lake Steven School District property. In return for the ROW vacation, the City has received 5,870 square feet of dedicated ROW property in compensation. A drawing that illustrates the proposed ROW vacation area is included in the draft resolution (**Exhibit 3**).

The requested ROW vacation section is currently an opened portion of the east side of 29th St NE and is not necessary for future road needs since the existing developed portion and dedicated ROW of 29th St NE will fully encompass the frontage improvements that the ROW needs.

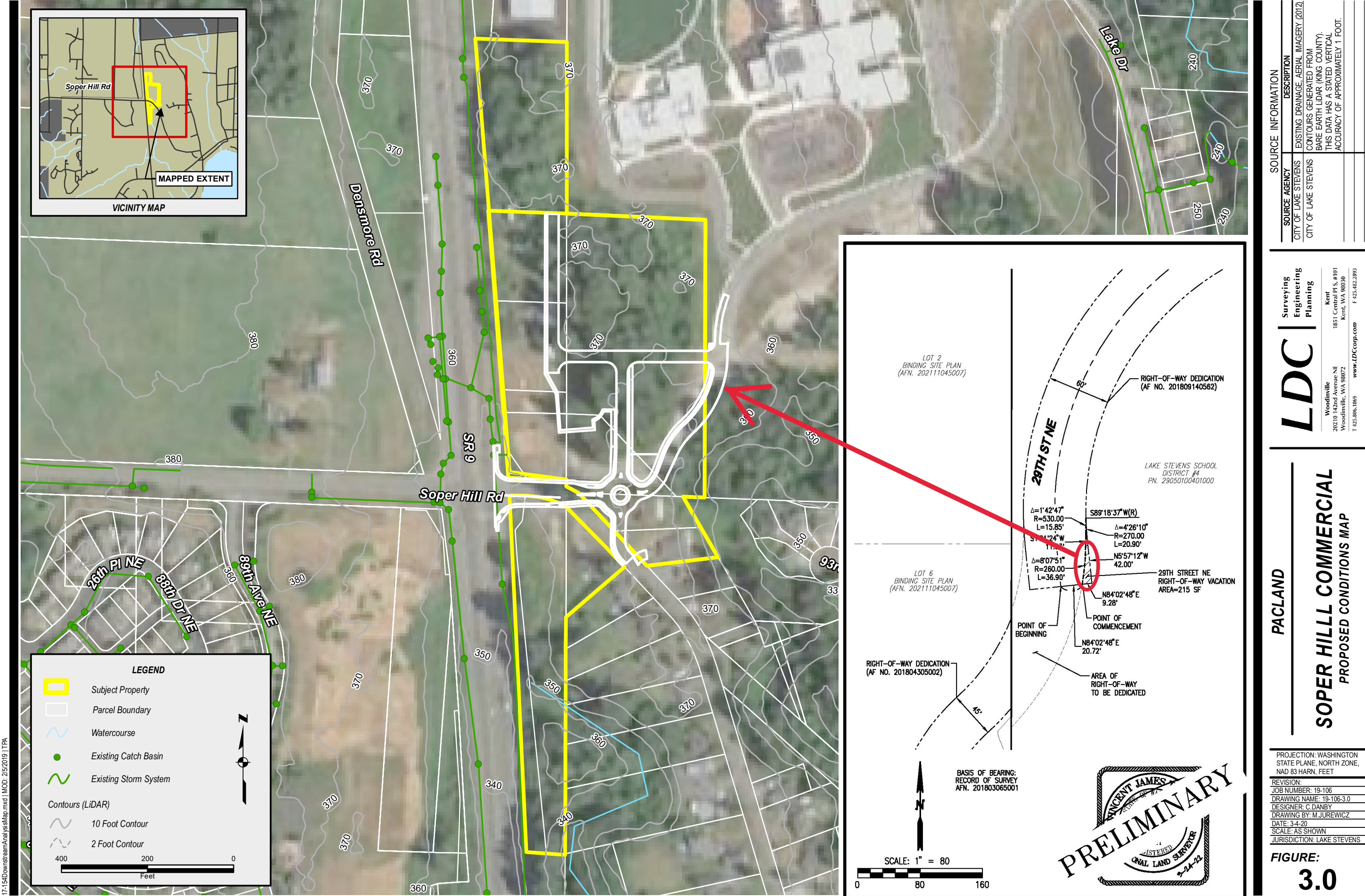
The requested action is a legislative decision subject to a Type V permit with a required public notice, public meeting, and public hearing with City Council. Per LSMC 14.16C.095(a), the City Council may initiate by resolution a right-of-way vacation procedure. Per RCW 35.79, the City Council, by resolution, shall fix a time when the petition will be heard and determined, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution. In order to comply with the above, staff is suggesting that Council set the date of July 12, 2022, for the public hearing so that action is taken before the Council recesses for the summer.

APPLICABLE CITY POLICIES:

LSMC 14.16C.095 Right-of-Way Vacation and Chapter 14.16B LSMC, Part V – Type V Review - Quasi-Judicial, City Council Decisions

ATTACHMENTS:

1. Exhibit 1 - Soper Hill Vicinity Map
2. Exhibit 2 - Recorded Deed and Dedication for Public Right-of-Way
3. Exhibit 3 - Resolution No. 2022-09



17154DownstreamAnalysisMap.mxd | MOD: 2/5/2019 | TPA

PROJECTION: WASHINGTON
STATE PLANE, NORTH ZONE,
NAD 83 HARN, FEET

REVISION:
JOB NUMBER: 19-106
DRAWING NAME: 19-106-3.0
DESIGNER: C.DANBY
DRAWING BY: M.JUREWICZ
DATE: 3-4-20
SCALE: AS SHOWN
JURISDICTION: LAKE STEVENS



202206070195

DEEDS (EXCEPT QCDS) Rec: \$206.50

6/7/2022 11:39 AM 4 PG

SNOHOMISH COUNTY, WA

**NO EXCISE TAX
REQUIRED**

JUN 07 2022

BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN**After Recording Return to:**

City Clerk
 City of Lake Stevens
 P.O. Box 257
 Lake Stevens, WA 98258

DEED AND DEDICATION FOR PUBLIC RIGHT OF WAY

Grantor: LAKE STEVENS SCHOOL DISTRICT NO. 4
 Grantee: CITY OF LAKE STEVENS
 Legal Description: SE 1/4 SEC 01, T29, R05E, Snohomish Cty Add'l on P. 3
 Tax Parcel: PORTION OF 29050100401000

The Grantor, LAKE STEVENS SCHOOL DISTRICT,
 for and in consideration of satisfaction of a condition of development approval, conveys, warrants
 and dedicates to the CITY OF LAKE STEVENS, a municipal corporation of the State of
 Washington, the following-described real estate, situate in the County of Snohomish, State of
 Washington, together with all after-acquired title of the Grantor therein for use as a public right of
 way:

See Attached:

Exhibit A – Legal description of right of way area to be deeded.

Exhibit B – Map of right of way area to be deeded indicating approximate square footage or
 acreage.

Also, the Grantor requests that the Assessor and Treasurer of Snohomish County, Washington,
 segregate the taxes and the assessed valuation as between the portion of property herein conveyed
 and the remainder thereof, and set over the lien of all unpaid taxes, if any, affecting the real estate
 herein conveyed to the portion of tax parcel 29050100401000 not conveyed hereby, as
 provided for by RCW 84.60.070.

DATED this day of May 31st, 2022.

[Signature]
Grantor

INDIVIDUAL NOTARY

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that

_____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

REPRESENTATIVE NOTARY

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that

Ken Collins

_____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Superintendent of Lake Stevens S.D. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED 5.31.22.

Christie Jones

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires 2.24.2023

ACCEPTED May 31, 2022

CITY OF LAKE STEVENS

By [Signature]
Grantee



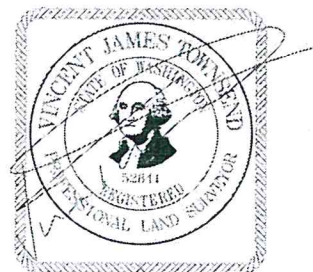
EXHIBIT "A"
RIGHT-OF-WAY DEDICATION

A PORTION OF PARCEL A AS SHOWN ON A RECORD OF SURVEY FILLED IN SNOHOMISH COUNTY RECORDS UNDER AUDITORS FILE NUMBER 201803065001

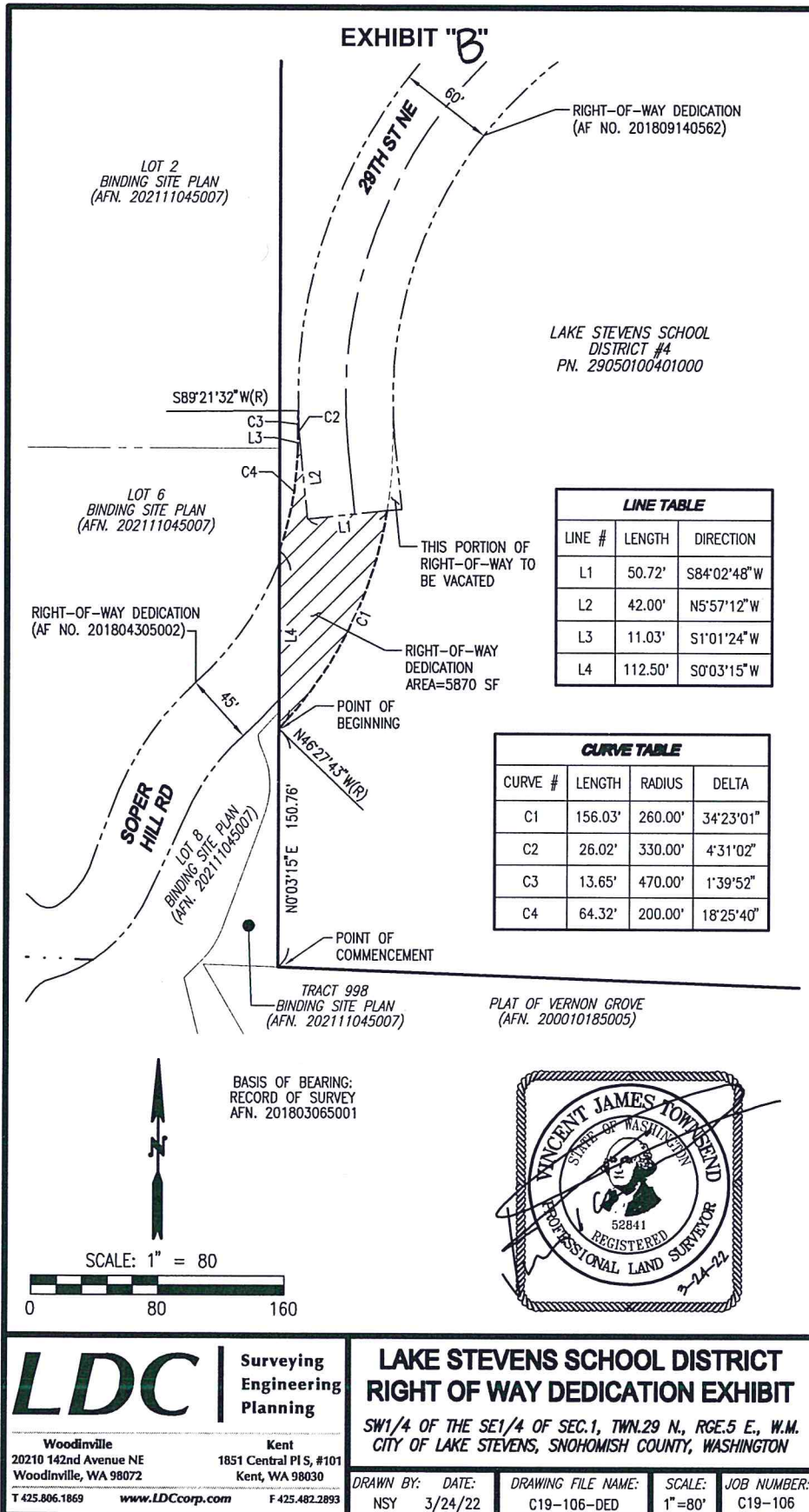
SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL A;
THENCE NORTH 0°03'15" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A, A DISTANCE OF 150.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 46°27'43" WEST A DISTANCE OF 260.00 FEET, ALSO BEING THE POINT OF BEGINNING;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°23'01" FOR AN ARC LENGTH OF 156.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF 29TH STREET NE;
THENCE LEAVING SAID CURVE ON A NON-TANGENT BEARING SOUTH 84°02'48" WEST ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 50.72 FEET;
THENCE NORTH 5°57'12" WEST ALONG THE WESTERLY MARGIN OF SAID 29TH STREET NE, A DISTANCE OF 42.00 FEET TO BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET;
THENCE CONTINUING ALONG SAID WESTERLY MARGIN AND HEADING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°31'02" FOR AN ARC LENGTH OF 26.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 89°21'32" WEST A DISTANCE OF 470.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 1°39'52" FOR AN ARC LENGTH OF 13.65 FEET;
THENCE SOUTH 1°01'24" WEST, A DISTANCE OF 11.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°25'40" FOR AN ARC LENGTH OF 64.32 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED PARCEL A;
THENCE LEAVING SAID CURVE ON A NON-TANGENT BEARING SOUTH 0°03'15" WEST ALONG SAID WEST LINE, A DISTANCE OF 112.50 FEET TO THE POINT OF BEGINNING;

SAID DEDICATION CONTAINING 5870 SQUARE FEET MORE OR LESS.



3-24-22



CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION 2022-09

A RESOLUTION OF THE CITY OF LAKE STEVENS, DECLARING THE INTENT TO INITIATE A RIGHT-OF-WAY VACATION OF APPROXIMATELY 215 SQUARE FEET OF LAND ALONG 29TH ST NE TO THE LAKE STEVENS SCHOOL DISTRICT IN EXCHANGE FOR A RIGHT-OF-WAY DEDICATION OF APPROXIMATELY 5,870 SQUARE FEET TO THE CITY FROM THE LAKE STEVENS SCHOOL DISTRICT.

WHEREAS, the City of Lake Stevens is the owner of public right-of-way located on 29th St NE; and

WHEREAS, there is an ongoing new commercial development at the crossroads of Soper Hill Road and SR 9 called the Soper Hill Commercial project; and

WHEREAS, through the development review process of the commercial site, it was identified that a through connection from SR 9 to 29th St NE would help serve Stevens Creek Elementary School and provide a vehicular connection to Lake Drive; and

WHEREAS, as a condition of approval of the land use permits for Soper Hill Commercial the developer agreed to construct off-site improvements including the connection of 29th St NE in exchange for traffic impact fee credits; and

WHEREAS, during the project's review process it was identified that a right-of-way dedication of the new portion of 29th St NE would be required; and

WHEREAS, during the review process it was also determined that a small triangle of existing city right-of-way on 29th St NE is no longer needed based on the roadway design and is best absorbed into the Lake Stevens School District property; and

WHEREAS, the city, the Lake Stevens School District, and the developer desire to jointly work together to finalize this road connection, where the right-of-way dedication responsibility lies with the school district, the right-of-way vacation responsibility lies with the city, and the street construction responsibility lies with the developer; and

WHEREAS, the Lake Stevens School District is the owner of Parcel Number 29050100401000 and has recently dedicated a portion of their property via a separate executed deed and dedication document to the city of Lake Stevens to create the new connection between Soper Hill Road and 29th St NE; and

WHEREAS, right-of-way vacations per LSMC 14.16C.095 and RCW 35.79.010, may be initiated by property owners or legislative bodies, and may be subject to slightly different procedural requirements depending on the initiator; and

WHEREAS, per LSMC 14.16C.095(a), the City Council may initiate by resolution a right-of-way vacation procedure; and

WHEREAS, per LSMC 14.16C.095 right-of-way vacations are Type V (quasi-judicial) land use permits subject to public notice, a public meeting, and a public hearing before the City Council; and

WHEREAS, this meeting of the City Council and the reading of this resolution serve to fulfill the public meeting requirements of the city's right-of-way vacation process; and

WHEREAS, per RCW 35.79, the legislative authority by resolution shall fix a time when the petition will be heard and determined, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution; and

WHEREAS, per LSMC 14.16C.095(e) the City Council may require compensation for the vacated right-of-way in which case an appraisal is required; and

WHEREAS, for this right-of-way vacation, the City Council desires to waive compensation for the 215 square foot vacation in exchange for the compensatory dedication of 5,870 square feet from the school district; and

WHEREAS, the City Council authorizes city staff, by way of this resolution, to take the next steps in the right-of-way vacation process as per LSMC 14.16C.095 by providing public notice of the proposed land use action and public hearing date on the right-of-way vacation.

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

Section 1. Resolution of Intent. The Lake Stevens City Council declares its intent to authorize, by ordinance, the vacation of approximately 215 square feet of land along 29th St NE as shown in Attachment A attached hereto, for the purpose of creating a through road connection along 29th St NE.

Section 2. Date of Public Hearing. The Lake Stevens City Council hereby sets the date of July 12, 2022, for the public hearing on the right-of-way vacation ordinance.

Section 3. 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 4. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

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

Brett Gailey, Mayor

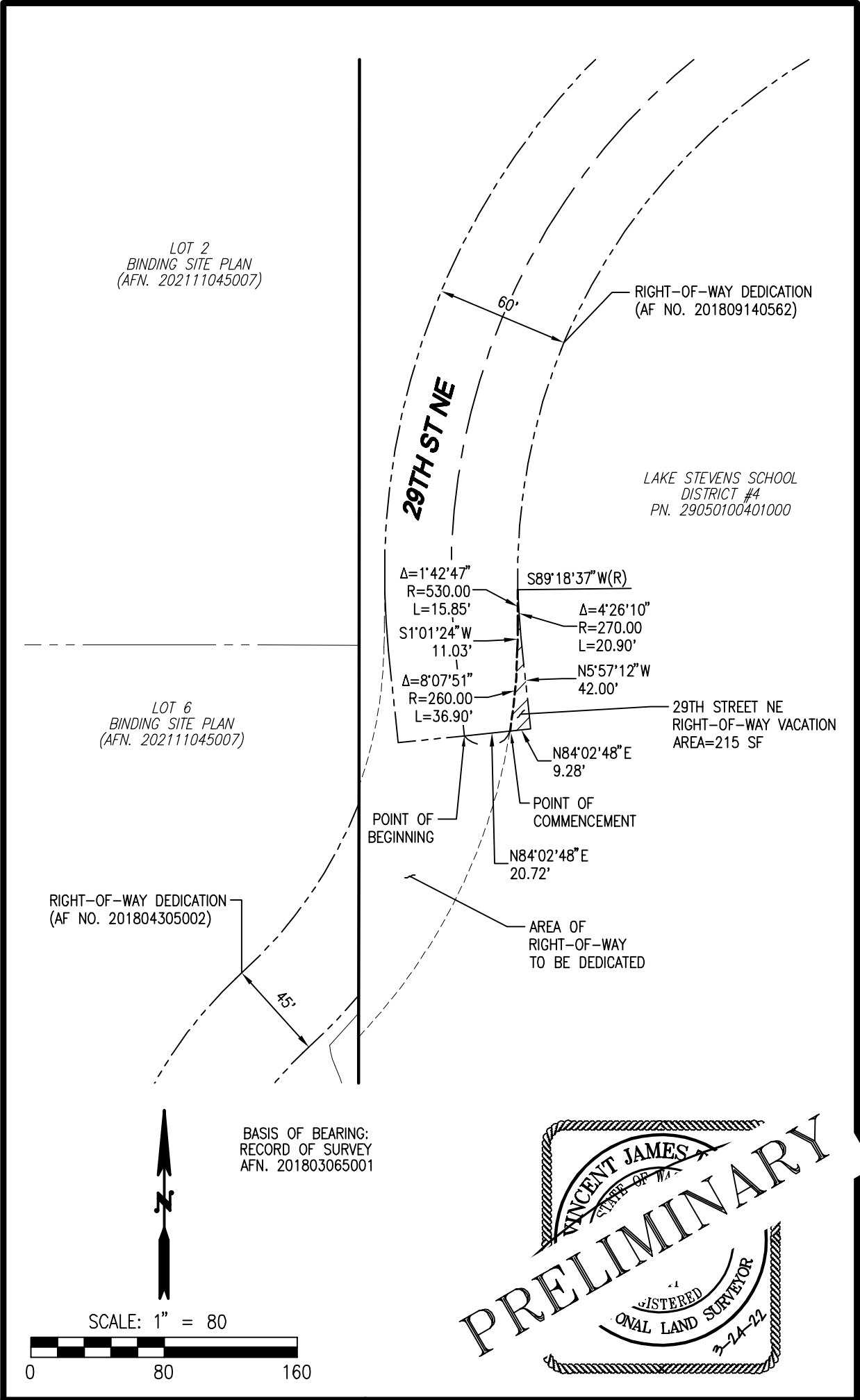
ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

ATTACHMENT A



LDC

Surveying
Engineering
Planning

Woodinville
20210 142nd Avenue NE
Woodinville, WA 98072

Kent
1851 Central Pl S, #101
Kent, WA 98030

T 425.806.1869

www.LDCcorp.com

F 425.482.2893

**29TH STREET NE
RIGHT OF WAY VACATION EXHIBIT**

SW1/4 OF THE SE1/4 OF SEC.1, TWN.29 N., RGE.5 E., W.M.
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY: NSY
DATE: 3/24/22

DRAWING FILE NAME:
C19-106-DED

SCALE:
1"=80'

JOB NUMBER:
C19-106

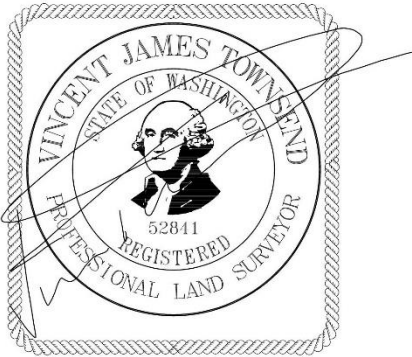
RIGHT-OF-WAY VACATION

A PORTION OF 29TH STREET NE DEDICATED IN DEED AND DEDICATION FOR PUBLIC RIGHT OF WAY
DOCUMENT FILLED IN SNOHOMISH COUNTY RECORDS UNDER AUDITORS FILE NUMBER 201809140562

SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE TERMINUS OF THE CENTERLINE OF 29TH STREET NE DESCRIBED IN THE ABOVE
MENTIONED DEED AND DEDICATION;
THENCE NORTH 84°02'48" EAST ALONG THE SOUTH MARGIN OF SAID 29TH STREET NE, A DISTANCE OF
20.72 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 84°02'48" EAST CONTINUING ALONG SAID SOUTH MARGIN, A DISTANCE OF 9.28 FEET;
THENCE NORTH 5°57'12" WEST ALONG THE EASTERLY MARGIN OF SAID 29TH STREET NE, A DISTANCE OF
42.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'10"
FOR AN ARC LENGTH OF 20.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT
FROM WHICH THE CENTER BEARS SOUTH 89°18'37" WEST, A DISTANCE OF 530.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°42'27"
FOR AN ARC LENGTH OF 15.58 FEET;
THENCE SOUTH 1°01'24" WEST, A DISTANCE OF 11.03 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 260.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°07'51"
FOR AN ARC LENGTH OF 36.90 FEET TO THE POINT OF BEGINNING;

SAID VACATION CONTAINING 215 SQUARE FEET MORE OR LESS.



3-24-22

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Information Technology Job Reclassifications and Position Request

Contact Person/Department: Troy Stevens, Anya Warrington, Information Technology

Budget Impact: In 2022, due to vacancies, there will be no budget increase for 2022. In fact, the IT department's salary and benefits will end 2022 under budget. The budget impact for 2023 depends on which level in the salary range employees are hired into. Typically, we estimate to hire at mid-range, however, due to recruiting difficulties and the competitive job market, the city needs to be prepared to hire at the high end of the range. The budget impact for this scenario would be as follows:

- Reclassification of Support Specialist to Support Analyst = increase of \$14,857 for both salary and benefits (for one year)
- Reclassification of the Network Administrator to Systems Engineer = increase of \$17,715 for both salary and benefits (for one year)
- Application Analyst New Position Request = \$143,577 for both salary and benefits (for one year)
- Re-title GIS/Applications Analyst to GIS Analyst = no \$ change

Further details of salary and benefits analysis will be presented at the meeting.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Request the Council to approve the proposed IT Department Staffing Plan

SUMMARY/BACKGROUND:

The IT Department has two vacant positions, the Support Specialist (Khader Welaye) and Network Administrator (Rod Pena). This has allowed management to reevaluate these positions based on the city's current needs. Our city has experienced rapid growth across all areas, and the demand for IT resources and support has grown as well, with an increase in complexity and supporting more diverse technologies. The IT department has started diversifying primary roles to meet the specific needs of the IT ecosystem.

The attached organization chart illustrates the department's different divisions: Client Services, Infrastructure Services, Application Services, and Security Services. Details of each position request are summarized below.

Reclassification of Support Specialist to Support Analyst

- A Support Specialist is a mid-tier position in an IT Support role and relies on more senior staff for more complex issues and requires more overall direction and guidance.
- A Support Analyst is a senior-level position in an IT Support role and has more expertise and responsibilities. This role is responsible for developing standards for end-user computing devices and applying advanced configuration profiles and policies to ensure equipment maintains the highest performance and security compliance level.
- We need to do more with less due to the size of our department and recruit high-quality staff.

Reclassification of the Network Administrator to Systems Engineer

- A Network Administrator is a higher-level support/administration position covering a wide range of IT support roles from support to end-user equipment, networking support, server management, and applications for an organization. This role often relies on others when it comes to more complex functions like analyzing enterprise data center hardware/software and architectural design and upgrading projects of critical infrastructure.
- A Systems Engineer is the highest (senior) position in the IT Infrastructure role. This role requires little to no external resources to analyze infrastructure systems, develop design specifications, and orchestrate critical infrastructure upgrades and migration strategies for future hybrid/cloud architectures.
- Reclassifying this position will allow the IT Director to move away from architecting and engineering the city's infrastructure to managing the department's goals and meeting the city's vision and expectations for IT services. The city needs a Systems Engineer to take on this responsibility—

someone who has experience and training and requires little guidance and support from external sources.

Application Analyst Position Request

- The Application Analyst position is part of the IT Department's future staffing plan presented to the council for FY23. The IT Department has two major projects that will start this year. 1) re-deploy VUEWorks (GIS Asset Management and Work Order/Service Request System) 2) SharePoint data migration, records management, and data governance policies. Both these projects are vital to the APWA accreditation process.
- These projects will involve external vendor engagement with dedicated project managers. This position will be our internal project coordinator for these projects and the ongoing administration, configuration, and support. Adding this position now will ensure that knowledge transfer stays inside the city for future support and development of these projects.

Retitle GIS/Applications Analyst to GIS Analyst

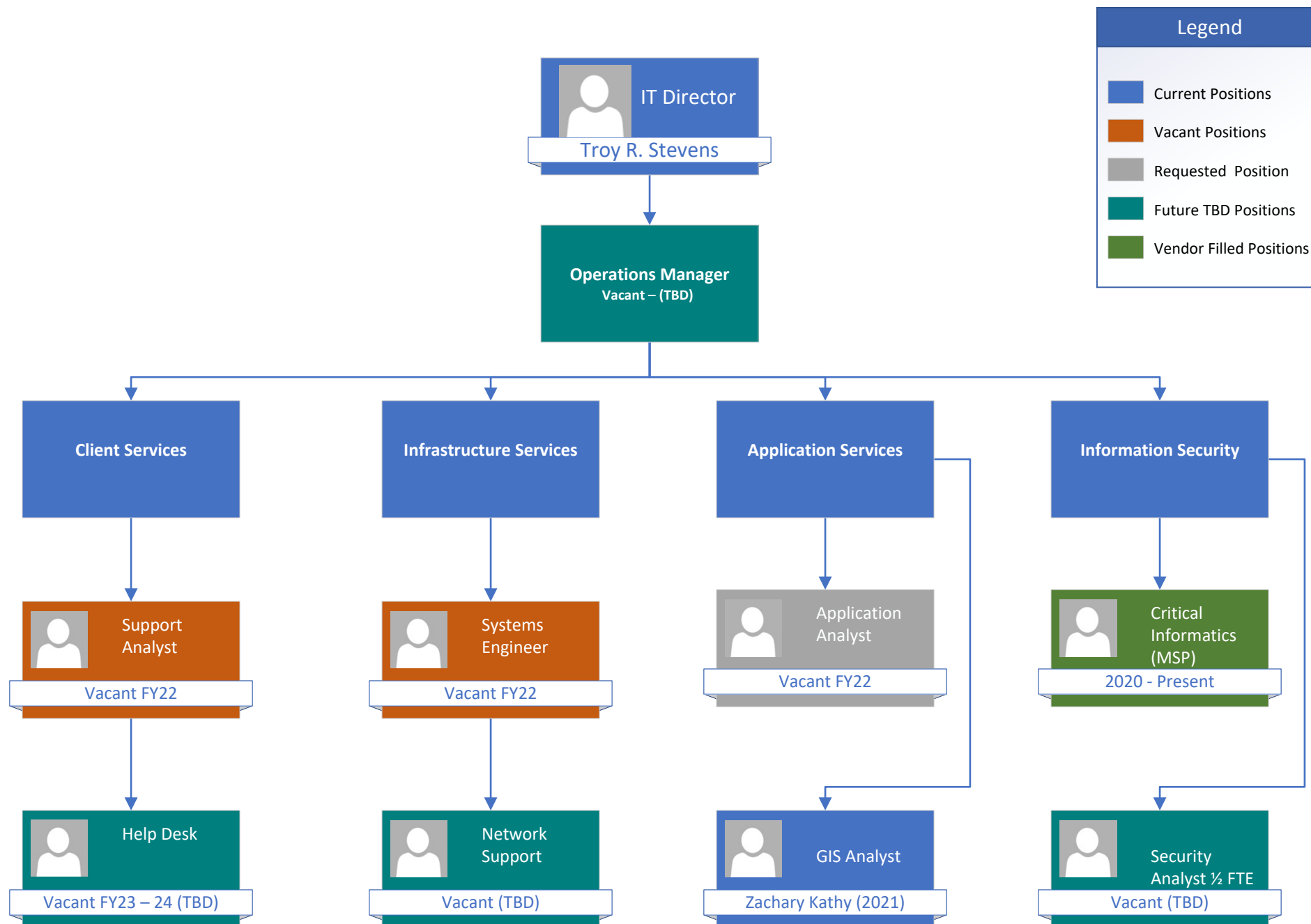
- If the establishment of the Applications Analyst is approved, the current split position can be retitled, and duties are more focused on GIS.
- Our GIS needs are in high demand and are in parallel with the existing work needs for APWA accreditation and play a vital role in the deployment of our GIS Asset Management Solution.

APPLICABLE CITY POLICIES:

4.08 Position Reclassifications

ATTACHMENTS:

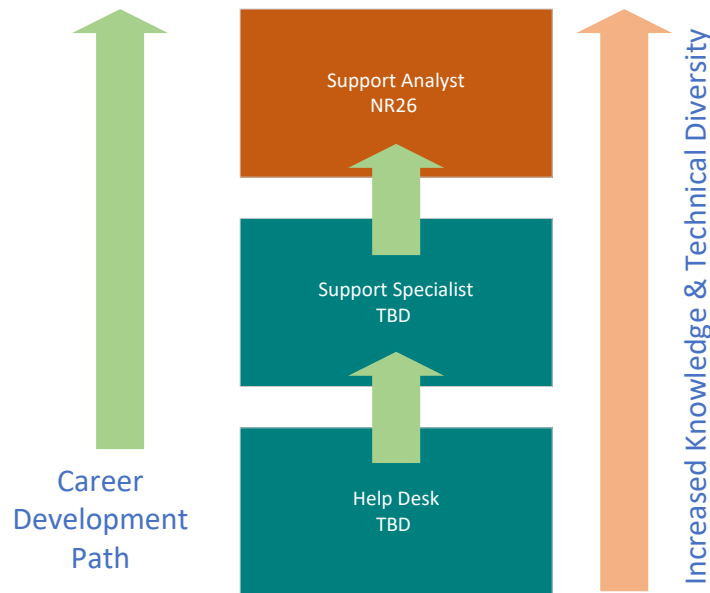
1. ITD Proposed Org Chart - 2022-v2



Client Services - Job Classifications

- Client Services division is responsible for the support end-use equipment, and application support in the IT Department. The setting up hardware and software, troubleshoot technical issues and perform root cause analysis to reduce instances of technical problems.

Position	Pay	Min Sal	Max Sal
Support Analyst	(NR26)	\$72,204.00	\$91,368.00
Support Specialist	TBD		
Help Desk	TBD		



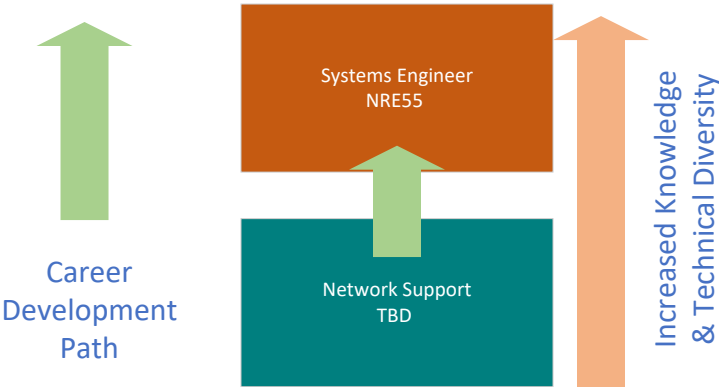
Support Analyst: operates at the highest level of expertise in supporting an organization's end-user hardware and client software across all platforms. Manages the helpdesk ticketing systems, develops desktop standards, monitors and tracks end-user computing equipment, prepares budget proposals for upgrades for hardware/software needs of the city. Support subordinate help desk staff in ticket escalations.

Support Specialist: is a mid-tiered client support technician, with increased training and skills in multi-disciplined environments. (basic level of scripting, more advanced troubleshooting and networking skills, or specialized training in specialized enterprise application support).

Help Desk: is a entry level support position typically serving the front line of fielding support tickets, moving, and deploying equipment, assisting user account management tasks, basic application level support to end users. This position works under the guidance of the support analyst as a task worker so the support analyst can focus on more advanced work or projects.

Infrastructure Services- Job Classifications

- Manages the city’s technology 'backbone' – its data centers and networks. They plan, design, implement and maintain server configurations, routing protocols, network configurations and storage environments to facilitate the needs of the organization. They also configure server backups, monitor network use statistics and loads, and implement contingency plans to minimize network and system downtime.



Position	Pay	Min Sal.	Max Sal.
Systems Engineer	(NRE55)	\$91,701.20	\$116,030.95
Network Support	TBD		

System Engineer: deals with the creation and designing, development, technical management of the different types of systems or computers. And a system engineer is a person who coordinates different teams, and experts to develop an efficient system to obtain the target or best output.

Network Support: is someone who provides network related support, responds to network alerts and events, monitors network performance, escalates issues to system engineer. Support the maintenance of servers, switches, router, telephone systems.

Application Services - Job Classifications

- Defines application architecture and develops programs and systems to meet business needs/requirements that are used by the city (through interviews with end users and stakeholders). They use research and user testing to fine tune applications to meet specific, detailed use cases. Provides ongoing support and administration of enterprise applications such as VUEWorks, GIS, CivicPlus (CivicRec, CivicClerk), Office 365 Services.



Position	Pay	Min Sal	Max Sal
Application Analyst	(NRE50)	\$81,050.70	\$102,555.32
GIS Analyst	(NR28)	\$75,865.87	\$95,995.40

GIS Analyst: performs duties in the development and maintenance of Enterprise GIS Systems and supports the GIS needs of all departments. Responsibilities include web application development, multiuser geodatabase design and management, custom map production, and geospatial analysis. It requires advanced knowledge of GIS concepts and products, as well as GIS dataset types and formats.

Application Analyst: is a support role, responsible for providing general application administration for specialized business applications and support of end-users, including any related add-ons, hardware, or peripherals needed to utilize said applications. Works with departments to analyze business processes and develops process improvements and automation and integrations with other enterprise systems.

Information Security Services - Job Classifications

- Is responsible for defining, communicating and enforcing technology-related policies, standards and procedures. They are tasked with mitigating risk related to internal and external data breaches and cyber attacks. IT Security teams also work to develop security incident management plans and ensure that all technology-related projects meet defined security requirements.

Position	Pay	Min Sal	Max Sal
Security Analyst	TBD		



Security Analyst: are ultimately responsible for ensuring that the company's digital assets are protected from unauthorized access. This includes securing both online and on-premise infrastructures, weeding through metrics and data to filter out suspicious activity, and finding and mitigating risks before breaches occur. If a breach does occur, security analysts are often on the front line, leading efforts to counter the attack.

Security analysts are also responsible for generating reports to evaluate the efficacy of the security policies in place. They will then help to make the necessary changes for a more secure network and may also create training programs and modules to educate employees and users on proper security protocols.

Furthermore, security analysts are responsible for keeping the company's security systems up to date and creating documentation and planning for all security-related information, including incident response and disaster recovery plans.

CITY COUNCIL STAFF REPORT



Agenda Date: 6/14/2022

Subject: Amendment No. 1 - Agreement with WSDOT for Construction of SR 9/SR 204 Welcome Sign Foundation and Wall

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: The cost increase is \$17,550.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Amendment No. 1 with WSDOT for construction of the SR 9/SR 204 welcome sign foundation and wall

SUMMARY/BACKGROUND:

In April, the City executed a contract with WSDOT that committed the City to funding construction of a welcome sign foundation and wall at the SR 9/SR 204 roundabout. The engineer's estimate for the sign foundation and wall was \$18,941. In May, WSDOT opened contractor bids and the unit bid price for the sign foundation and wall is \$36,491, a price increase of \$17,550. This amendment increases the City's commitment to fund construction of the sign foundation and wall to \$36,941, plus 25% contingency. It is in the best interest of the City to approve this amendment funding construction of the sign as part of the larger SR 9/SR 204 intersection project, given there is no guarantee the City would receive a lower bid and mobilization and traffic control costs associated with a different vendor working on site would likely exceed the unit bid price.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Executed Agreement

2. Amendment No. 1
3. Revised Cost Estimate

GCB 3394
Construction Agreement
SR 9/SR 204 Intersection Improvements Project
City of Lake Stevens' Added Work

This Agreement is entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Stevens, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

RECITALS

1. WSDOT will carry out the SR 9/SR 204 Intersection Improvements Project, hereinafter the "Project," by adding a two-lane roundabout at the intersection of SR 9 and SR 204. The Project will also add a roundabout at the intersections of SR 9/Vernon Rd, at Vernon Rd/91st Ave NE, and at N Davies Rd/Vernon Rd. Other Project work includes, but is not limited to, storm drainage, public transit stops, pedestrian crossings with flashing beacons, sidewalks, and landscaping.
2. The City proposes to add work to the Project, hereinafter "City's Added Work," for construction of a foundation/wall for a gateway sign welcoming drivers to the City of Lake Stevens, which will be located in the new SR 9/SR 204 two-lane roundabout, as shown in Exhibit A. The City's Added Work includes, but is not limited to, building a foundation/wall for the gateway sign and installation.
3. The City is funding one hundred percent (100%) of the Plans, Specifications and Estimates for the City's Added Work, hereinafter the "City's PS&E."
4. The City is funding one hundred percent (100%) of the construction cost of the City's Added Work, as shown in Exhibit B. Part of the total construction cost is construction engineering, which includes construction administration and contract management carried out by WSDOT for the City's Added Work, hereinafter "WSDOT Construction Management."
5. WSDOT and the City wish to define the responsibilities of each Party in regard to the City's Added Work.

NOW, THEREFORE, pursuant to RCW 47.28.140 and/or Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROJECT CONTRACT

- 1.1 The City's Added Work shall be constructed in accordance with the final City's PS&E and consistent with the terms of this Agreement. Any changes to the final City's PS&E must be approved by the City in writing, which includes communication by email.
- 1.2 WSDOT shall assemble the final City's PS&E for the City's Added Work and WSDOT's PS&E for WSDOT's Project improvements to produce a combined advertisement ready (Ad-ready) PS&E. The combined Ad-ready PS&E and any addenda shall be incorporated into the executed Project contract, hereinafter the "Contract." The Contract and any addenda are by this reference made a part of this Agreement as if fully attached and incorporated herein.

1.3 Project Managers

- 1.3.1 The Parties designate the following Project Managers for this Agreement:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Interim Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9441 ahalverson@lakestevenswa.gov.	Amelia Scharrer, P.E. Project Engineer Washington State Dept. of Transportation Northwest Region 9021 El Capitan Way Everett, WA 98208 425.225.8799 ScharrA@wsdot.wa.gov

- 1.3.2 A Party may designate an alternative Project Manager by notifying the other Party in writing, which includes communication by email.

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 WSDOT shall provide the City with written notification of the bid price for the City's Added Work. The City shall have five (5) working days from the date of written notification to provide WSDOT with written approval of the bid price for the City's Added Work, or request the City's Added Work be deleted from the Project. The City may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the City has received written notification. WSDOT shall provide a written response indicating the number of working days extended, the number of days shall not be any less than five (5). Written communication includes communication by email.
- 2.2 The City acknowledges that if it fails to provide WSDOT with written approval of the bid price for the City's Added Work or fails to request that the City's Added Work be deleted from the Project within ten (10) working days of notification, or within ten (10) working

days and an approved extension of time given pursuant to Section 2.1, WSDOT shall delete the City's Added Work from the Project. In this event, the City agrees to reimburse WSDOT for all costs incurred by WSDOT associated with the initial advertisement of the Contract. The City understands that deleting the City's Added Work from the Project may require an equitable adjustment to the Contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment.

- 2.3 If the City approves the bid price for the City's Added Work and WSDOT does not award the Contract, but thereafter WSDOT re-advertises the Project for bids, WSDOT agrees to pay for the cost to re-advertise the Project. The City agrees that WSDOT is not responsible for increased bid prices and/or delay to the City's Added Work or for other impacts to the City resulting from re-advertising the Project.
- 2.4 If the City approves the bid price for the City's Added Work and WSDOT does not award the Contract, and thereafter WSDOT does not re-advertise the Project for bids, then this Agreement shall terminate. The City agrees that WSDOT is not responsible for potential increased costs for the City's Added Work, delay to the City's Added Work, or other impacts to the City resulting from not awarding the Project. WSDOT agrees to provide the City with all plans, specifications, drawings and engineer's estimates for the City's Added Work at no cost to the City in a native file format.

3. WSDOT RESPONSIBILITIES

- 3.1 WSDOT, on behalf of the City, shall act as Contracting Agency for the Project and agrees to perform WSDOT Construction Management of the City's Added Work, which includes:
 - 3.1.1 WSDOT shall conduct the advertising and award of the Contract and shall manage the Contract in accordance with its terms, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.
 - 3.1.2 WSDOT shall provide all necessary services and tools for administering the Contract, which includes, but is not limited to, field inspection, materials testing, and office engineering, and shall ensure that the City's Added Work is constructed in accordance with the Contract and the terms of this Agreement.
- 3.2 WSDOT shall maintain construction documentation in accordance with provisions of the Washington State Department of Transportation *Construction Manual M 41-01*, current edition, and amendments thereto, hereinafter "*Construction Manual M 41-01*."
- 3.3 WSDOT shall send monthly invoices to the City seeking reimbursement of WSDOT's direct payments to the contractor based on actual work performed by the contractor for the City's Added Work, and WSDOT's direct and indirect costs associated with WSDOT Construction Management of City's Added Work. WSDOT shall send monthly invoices

to the City seeking reimbursement for WSDOT Construction Management based on actual work performed by WSDOT for the City's Added Work.

- 3.4 WSDOT shall coordinate with the City to determine the need for, and frequency of, meetings concerning the City's Added Work.
- 3.5 WSDOT shall provide written monthly progress reports to the City, regarding, at a minimum, City's Added Work status, current and projected schedules, current and projected construction costs including change orders to date and current and projected costs for WSDOT Construction Management. The City's Project Manager and WSDOT's Project Manager shall establish guidelines and/or formats for providing this information to the City. The costs to prepare these reports shall be included as a construction administration expense.
- 3.6 WSDOT shall secure, and be responsible for the compliance during construction with, environmental permits and approvals needed for the City's Added Work.
- 3.7 WSDOT shall develop and execute a plan to communicate to the public any construction impact resulting from the City's Added Work. The City shall review and approve WSDOT's communication plan prior to execution.

4. CITY RESPONSIBILITIES

- 4.1 The City shall be responsible for all costs of the City's Added Work. The City further agrees that WSDOT shall have no liability or responsibility for payment of any or all contractor and/or subcontractor costs for the City's Added Work, including material costs, required and elective change orders costs, and costs associated with contractor claims and/or delays attributable to failure of performance by the City.
- 4.2 The City may inspect the City's Added Work at the City's sole expense. The City's Project Manager shall be allowed to freely consult with and inquire of WSDOT's Project Manager, and attend all meetings and have access to all documentation as to matters concerning the City's Added Work. The City agrees not to provide direction to the contractor. All formal contact between the City's Project Manager and the contractor shall be through WSDOT's Project Manager. Any City monitoring and/or inspection of the City's Added Work shall not relieve WSDOT of its duty and responsibility to perform WSDOT Construction Management.
- 4.3 The City shall review applications for City permits made by WSDOT and/or the contractor in an expedited manner as needed to ensure timely Project delivery of the City's Added Work.

5. CHANGE ORDERS - CONTRACT CHANGES

- 5.1 The City authorizes WSDOT to initiate, document, and perform negotiations with the contractor, provide approval recommendations and to execute all change orders for the

City's Added Work in compliance with Section 5. WSDOT shall prepare change orders with supporting documentation and data in accordance with the Contract. WSDOT's Project Manager shall prepare all change orders for the City's Added Work with written concurrence of the City's Project Manager. WSDOT shall notify the City of errors or omissions in the Contract concerning the City's Added Work as soon as reasonably practical.

- 5.2 Change orders for the City's Added Work are defined in accordance with the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, current edition, and amendments thereto, hereinafter "*Standard Specifications M 41-10*."
- 5.3 Change order process and execution shall be in accordance with the Contract and with Chapter 1 of *Construction Manual M 41-01*, unless otherwise provided herein.
- 5.4 The City shall review and provide written approval or rejection to WSDOT of all proposed change orders for the City's Added Work. The City's written approval or rejection may be in the form of an email, which approval shall not be unreasonably withheld.
- 5.5 Required change orders to the City's Added Work are change orders to the Contract that involve: a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the City's Added Work, and/or b) mitigating an emergency and/or safety threat to the traveling public. All other change orders shall be considered elective.
- 5.6 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the City's approval of the change order. For any change order that is required as a result of emergency or other cause beyond the reasonable control of either Party, WSDOT and the City shall cooperate to equitably allocate the amount of the change order based upon the impacts to the cost of their respective work.
- 5.7 At the City's sole expense, the City may request additions or modifications to the Contract (elective change orders for the City's Added Work) through WSDOT. WSDOT shall comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, City's Added Work permits, state and/or federal law and applicable rules and/or regulations and/or design policies. WSDOT shall review and approve all change orders requested by the City, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the City's Added Work, adversely impacts the critical path of the Project, adversely impacts the quality of the improvements depicted in the Contract or is inconsistent with the terms of the Contract. WSDOT shall issue a written approval or objection to the change order within ten (10) working days of receipt of the change order. If WSDOT does not issue a written notice of approval or objection to the change order

within the ten (10) working day review period, then the change order shall be deemed to be approved by WSDOT. In the event of an objection the City and WSDOT shall meet within five (5) working days to resolve such objection in a manner mutually acceptable to the Parties.

- 5.8 The City and WSDOT shall make every effort to expedite each approval and the Parties understand that any delays associated with the City's and/or WSDOT's approval of a change order may cause increases in the City's Added Work cost, as well as increases in the cost of WSDOT Construction Management. Each Party shall be responsible for any additional costs attributable to that Party's delay in the change order process.

6. PAYMENT

- 6.1 The total cost estimate for construction of the City's Added Work is Eighteen Thousand Nine Hundred Forty One Dollars (\$18,941), as shown in Exhibit B. However, the City shall reimburse WSDOT for one hundred percent (100%) of the actual direct and related indirect costs of construction of the City's Added Work, including WSDOT's direct and indirect costs associated with WSDOT Construction Management of City's Added Work.
- 6.2 The City agrees to pay WSDOT within thirty (30) calendar days after receipt of WSDOT's detailed monthly invoice, except for final payment which must be paid within forty-five (45) calendar days after receipt of the final invoice. Partial payments by the City are not to be more frequent than one (1) per month. The City's Project Manager and WSDOT's Project Manager shall establish guidelines for processing payment requests.
- 6.3 Should any of the invoiced amounts be in dispute, the City agrees to pay all undisputed amounts to WSDOT in accordance with Section 6.2. Disputed amounts that cannot be resolved by informal negotiation shall be resolved pursuant to Section 14.5.
- 6.4 The City warrants that it has set aside sufficient funds to fund this Agreement in its entirety, including the amount for a Contingency as provided in Section 7.

7. CONTINGENCY

- 7.1 The City agrees to a Contingency of twenty-five (25) percent of the total construction cost estimate for the City's Added Work, in the amount of Four Thousand Seven Hundred Thirty Five Dollars (\$4,735). This Contingency shall cover any cost overruns for construction, WSDOT Construction Management, and/or an accepted bid that exceeds the total construction cost estimate for the City's Added Work.
- 7.2 In the event of a cost increase that is more than twenty-five (25) percent above the total construction cost estimate for the City's Added Work, the Parties may, if they mutually agree, negotiate a written Amendment to this Agreement pursuant to Section 14.1 to address said increase.

8. AGREEMENT MANAGERS

- 8.1 For all communications regarding this Agreement the Parties designate the following representatives:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Interim Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9444 ahalverson@lakestevenswa.gov	Kyengo Ndile, P.E. Project Engineer Washington State Dept. of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 206.440.4272 NdileK@wsdot.wa.gov

- 8.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

9. RIGHT OF ENTRY

- 9.1 The City hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon City property for purposes of carrying out WSDOT's responsibilities under this Agreement, subject to City permit requirements, if any.
- 9.2 WSDOT hereby grants to the City and its authorized agents and employees a right of entry upon WSDOT SR 9 and SR 204 right of way for purposes of fulfilling the City's responsibilities under this Agreement, subject to prior approval from the WSDOT Project Manager, which includes communication by email.

10. INSPECTION AND ACCEPTANCE

- 10.1 Upon satisfactory completion of the City's Added Work by the contractor and receipt of a notice of physical completion of the City's Added Work, WSDOT shall notify the City. WSDOT and the City shall conduct a joint final inspection of the City's Added Work. WSDOT agrees to document the outcome of the final inspection in writing to the City. If the City concurs that the City's Added Work has been completed according to the Contract and any approved change orders, the City shall deliver a letter of acceptance to WSDOT's Project Manager that shall include a release of WSDOT from all future claims and demands by the City associated with the City's Added Work, except those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.

- 10.2 If a letter of the City's acceptance of the City's Added Work is not received by WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work, the City's Added Work and WSDOT Construction Management shall be considered accepted by the City and WSDOT shall be released from all future claims or demands, except those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.
- 10.3 The City may withhold its acceptance of the City's Added Work and/or WSDOT Construction Management by submitting written notification to WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work. The City's notification shall include its reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in the City's notification. Upon resolution of the outstanding issues, the City shall promptly deliver its letter of acceptance to WSDOT.

11. CLAIMS

- 11.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the City's Added Work, WSDOT shall immediately notify the City of such claim. WSDOT shall provide a written recommendation to the City regarding resolution of the contractor claim. The Parties shall cooperate and coordinate regarding WSDOT's management of the contractor claim. The City shall cooperate with WSDOT's defense of the claim. Except as otherwise provided under this Agreement, the City shall reimburse WSDOT for costs incurred in WSDOT's defense of the claim, including reasonable attorney's fees and litigations expenses, and shall be responsible for all additional payments to the contractor.
- 11.2 Third Party Claims for Damages Post City's Added Work Acceptance: After the City's Added Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the City's Added Work located on City or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense, subject always to the terms and conditions of Section 14.4 herein. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

12. DAMAGE TO THE CITY'S ADDED WORK DURING CONSTRUCTION

- 12.1 The City authorizes WSDOT to direct the contractor to repair damage caused by a third party to the City's Added Work during construction. For purposes of Section 12, a third party is neither WSDOT nor the contractor or any of its subcontractors, consultants or suppliers.

- 12.2 The City agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 12.3 WSDOT shall document said third party damage by required change order and cooperate with the City in identifying, if possible, the third party. WSDOT shall also separately document and invoice the City for WSDOT's costs associated with third party damage.

13. TERMINATION

- 13.1 This Agreement shall be terminated upon (a) completion of WSDOT Construction Management under this Agreement, (b) final inspection and acceptance of the contractor's work by the City and WSDOT pursuant to Section 10, (c) final payment for WSDOT Construction Management, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.
- 13.2 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.
- 13.3 If any of the funding allocated for the City's Added Work is withdrawn after the execution of this Agreement, the City may, at its sole discretion, a) give written notice to WSDOT that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to WSDOT that the City's participation in the Project shall terminate. If the City gives WSDOT a written notice of termination pursuant to this section then this Agreement shall terminate ten (10) calendar days from the day WSDOT receives the notice or upon final payment for Project work undertaken *prior* to WSDOT's receipt of the City's notice of termination, whichever is later.
- 13.4 If any of the funding allocated for the Project is withdrawn after execution of this Agreement, WSDOT may, at its sole discretion, a) give written notice to the City that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to the City that the City's Added Work participation in the Project shall terminate. If WSDOT gives the City a written notice of termination pursuant to this section then this Agreement shall terminate ten (10) calendar days from the day the City receives the notice or upon final payment for Project work undertaken *prior* to the City's receipt of WSDOT's notice of termination, whichever is later.
- 13.5 Except as otherwise provided herein, a termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

14. GENERAL PROVISIONS

- 14.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

- 14.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date of the execution of this Agreement.
- 14.3 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 14.4 Indemnification and Waiver: Unless a claim falls within the provisions of Section 11.2, of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents.

The Parties agree that their obligations under this section, and Section 11.2., extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver shall survive the termination of this Agreement.

- 14.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 14.5.1 through 14.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

14.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- 14.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 14.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 14.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor, and WSDOT's Northwest Regional Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 14.5.4 In the event the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 14.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 14.7 Record Retention and Audits Records: All records for work authorized by this Agreement shall be held and kept available for inspection and audit by WSDOT, the City, and the Federal government for a period of six (6) years from the date of termination of this Agreement or date of any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. The provisions of this section shall survive the termination of this Agreement.
- 14.8 Severability: Should any section, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 14.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 14.10 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.

15. Counterpart and Electronic Signature

This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

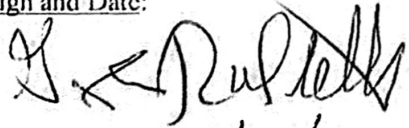
City of Lake Stevens	Washington State Department of Transportation
<u>Sign and Date:</u>  25 March 2022	<u>Sign and Date:</u>  4/5/2022
Brett Gailey Mayor	Amir Rasaie Assistant Regional Administrator SnoKing Project Development
Approved as to Form City of Lake Stevens	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>  3/28/22	<u>Sign and Date:</u>  3-31-2021
City Attorney	Guy M. Bowman Assistant Attorney General

Exhibit A
GCB 3394

SR 9/SR 204 Intersection Improvements Project
City of Lake Stevens' Gateway Sign Added Work
Page 1 of 3

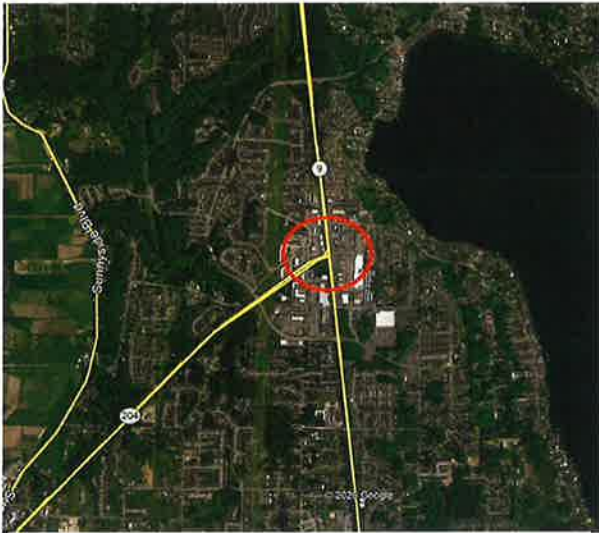


Figure 1: Project Overview Location



Figure 2: Existing SR9/SR204 intersection

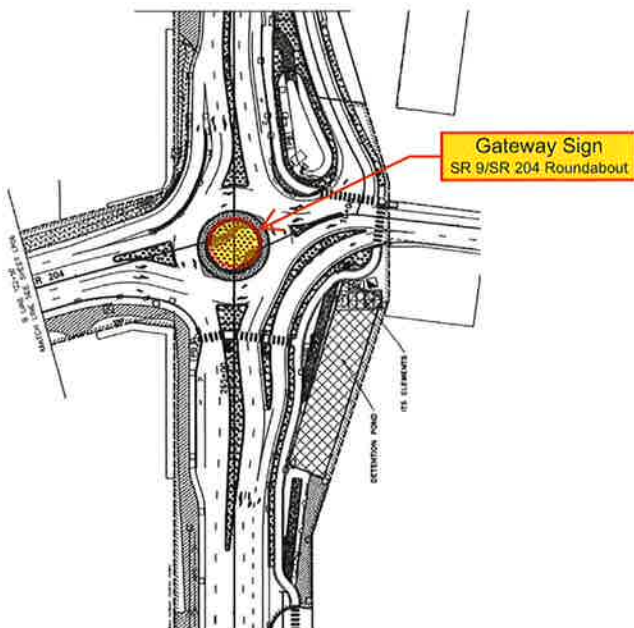


Figure 3: Proposed WSDOT roundabout at
SR9/SR204

1/4 Plate Aluminum weight 3.49 lb Per sq ft 10*24 aluminum screw has a holding force in shear of 240 lb

See engineering note attached

Part 1 118" *12.5" weight 38 lb min # of Studs per 240 lbs 3 recommend 10 studs on 24" centers for stability

Part 2 126" *10.5" weight 32 lb min of 3 studs per 240 lb recommend 10 studs on 24" centers for stability

Part 3 typical Perforated sheet est weight 25 lb recommend 6 studs per sale

see suggested location for pins

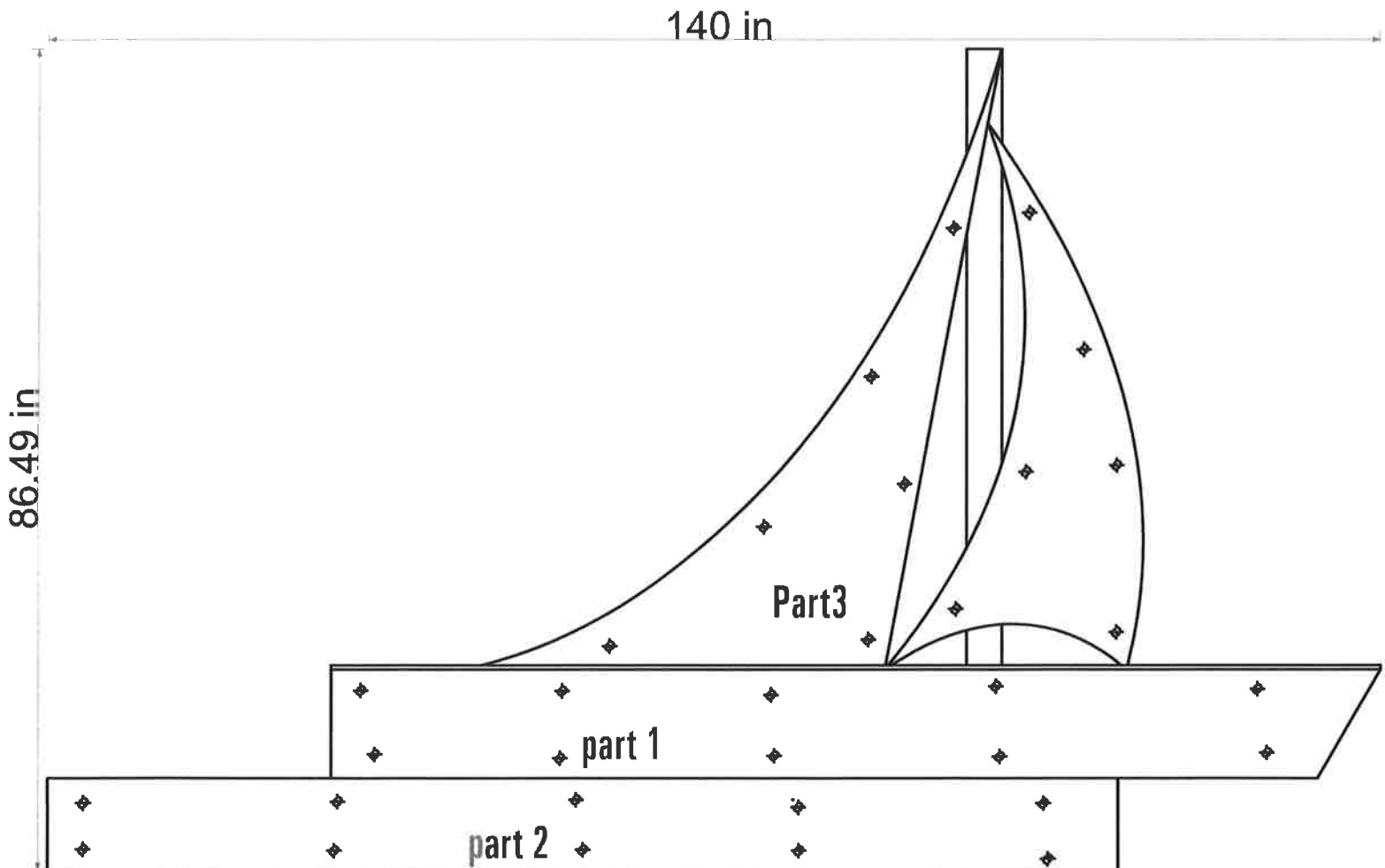
Pin installation Blind Stud 2" 10*24 stud 1" penetration minimum

Exhibit A

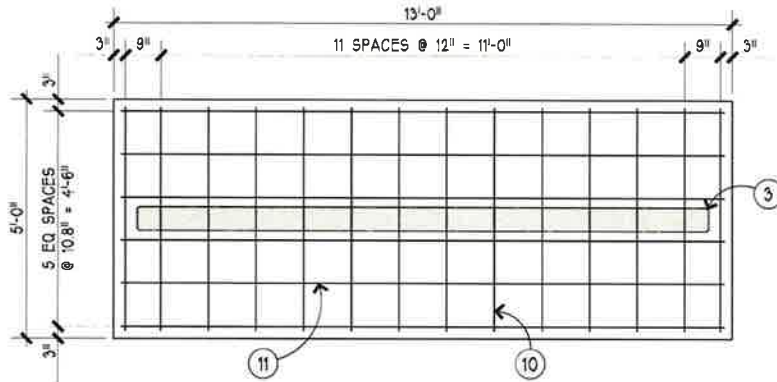
GCB 3394

Page 2 of 3

LAKE STEVENS

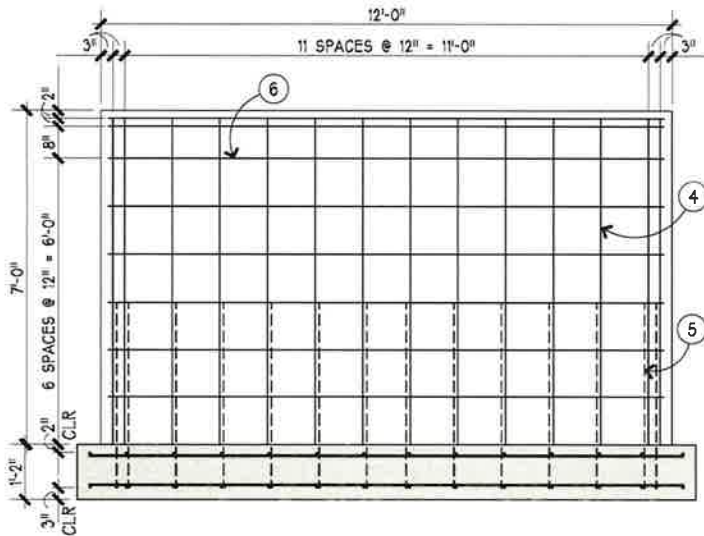


T.29N. R.5E. W.M.



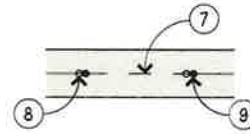
1
S1

SIGNAGE WALL FOUNDATION PLAN

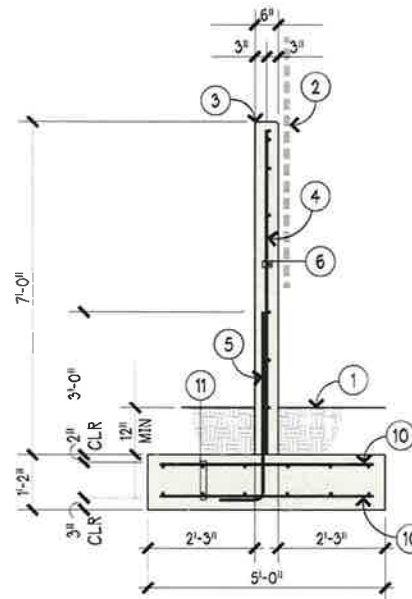


3
S1

SIGNAGE WALL ELEVATION



TYP FTG DOWEL
PLACEMENT DETAIL



4
S1

WALL SECTION

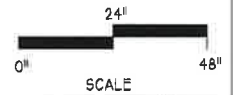
PLAN KEYNOTES

1. FINISHED GRADE AROUND SIGN WALL.
2. METAL SIGNAGE BY OTHERS.
3. PROVIDE 1/2" CHAMFER ALONG ALL EDGES OF THE TOP AND SIDES OF THE SIGN WALL.
4. #4 VERT TO BE PLACED @ THE CENTER OF THE WALL. SEE 3/51 FOR SPACING.
5. #4 FTG TO WALL DOWEL AT EA VERT. SEE 2/51 FOR PLACEMENT.
6. #4 HORZ TO BE PLACED ON THE SIDE OF THE WALL SUPPORTING THE METAL SIGN.
7. DOWEL & VERT REINF TO BE PLACED IN LINE DOWN THE LENGTH OF THE WALL AT THE CENTER OF THE WALL.
8. FTG TO WALL DOWEL.
9. VERT WALL REINF.
10. #4 TRANSVERSE TOP & BOT. PLACE 3" CLR FROM BOT OF FTG AND 2" CLR FROM TOP OF FTG.
11. #4 LONGITUDINAL TOP & BOT. PLACE BELOW TOP TRANS BARS AND ABOVE BOT TRANS BARS.

MATERIALS

CONCRETE CLASS 4000
ST. REINFORCING BAR

Exhibit A
GCB 3394
Page 3 of 3



FILE NAME																																								SR 204 INTERSECTION IMPROVEMENTS										PLAN REF NO CGS01									
TIME 4:54:17 PM DATE 09-27-2021 PLOTTED BY C. ALAN DESIGNED BY D. KOSNIK ENTERED BY DK CHECKED BY DK PROJ. ENGR. K. NDILE REGIONAL ADM. M. COTTEN										REGION NO. 10 STATE WASH JOB NUMBER CONTRACT NO.										FED.AID PROJ.NO. LOCATION NO.										10605 19TH AVE SE, SUITE B EVERETT, WA, 98208 P: (425) - 357 - 9800 e-mail: dave@kosnik.com										CITY GATEWAY SIGNING PLAN										SHEET 285 OF 366 SHEETS									
REVISION										DATE BY																																																	

Exhibit B GCB 3394 Cost Estimate Page 1 of 1

STD ITEM NO	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
0310	ROADWAY EXC. INCL. HAUL	C.Y.	3	\$150.00	\$450
4202	CONC. CLESS 4000 FOR SIGN FOUNDATION	C.Y.	7	\$1,400.00	\$9,800
7020	ST REINF. BAR	LB	500	\$3.00	\$1,500
SUB-TOTAL					\$11,750
MOBILIZATION				10%	\$1,175
SUB-TOTAL					\$12,925
DESCRIPTION				PERCENT	COST
SALES TAX				9%	\$1,163
SUB-TOTAL					\$14,088
CONTINGENCIES				4%	\$564
CONSTRUCTION ENGINEERING				15%	\$2,113
SUT-TOTAL					\$16,765
INDIRECT COST				12.98%	\$2,176
TOTAL					\$18,941
ASSUMPTIONS					
1. TRAFFIC CONTROL & EROSION CONTROL AND WATER POLLUTION CONTROL COST ARE PART OF wsdot COST					
2. WSDOT PRELIMINARY ENGINEERING COST IS CONSIDERED MINIMAL AND NOT INCLUDED.					

GCB 3394
Amendment No. 1

This Amendment Number 1 (Amendment No. 1) to Agreement GCB 3394 is entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Lake Stevens, Washington, hereinafter the “City,” together referred to as the “Parties” and individually as the “Party.”

RECITALS

1. The Parties hereto entered into GCB 3394, hereinafter the “Agreement,” on April 5th, 2022, for the construction of a foundation/wall for a gateway sign welcoming drivers to the City of Lake Stevens, which will be located in the new SR 9/SR 204 two-lane roundabout. This City’s Added Work is part of WSDOT’s SR 9/SR 204 Intersection Improvements Project, hereinafter the “Project.”
2. The apparent low bid for construction of the City’s Added Work exceeds the original cost estimate shown in Exhibit B plus the twenty-five percent contingency in the Agreement.
3. Under Section 7.2 of the Agreement, in the event of a cost increase that is more than twenty-five percent above the total construction cost estimate for the City’s Added Work, the Parties may, if they mutually agree, negotiate a written Amendment to the Agreement pursuant to Section 14.1 to address said increase.
4. Section 14.1 of the Agreement allows the Agreement to be amended or modified by the mutual agreement of the Parties.
5. WSDOT and the City agree to amend the Agreement and replace Exhibit B to reflect the increase in the estimated cost of the City’s Added Work.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit B-1 that is incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The Parties agree that Exhibit B is deleted in its entirety and is replaced with Exhibit B-1.
- 1.2 Section 6.1 of the Agreement is amended to read as follows:

The total cost estimate for construction of the City’s Added Work is Thirty Six Thousand Four Hundred Ninety One Dollars (\$36,491), as shown in Exhibit B-1. However, the City shall reimburse WSDOT for one hundred percent (100%) of the actual direct and related indirect costs of construction of the City’s Added Work, including WSDOT’s direct and indirect costs associated with WSDOT Construction Management of City’s Added Work.

1.3 Section 7.1 of the Agreement is amended to read as follows:

The City agrees to a Contingency of twenty-five (25) percent of the total construction cost estimate for the City's Added Work, in the amount of Nine Thousand One Hundred Twenty Three Dollars (\$9,123). This Contingency shall cover any cost overruns for construction, WSDOT Construction Management, and/or an accepted bid that exceeds the total construction cost estimate for the City's Added Work.

2. TERMS AND CONDITIONS

2.1 All other terms and conditions of the original Agreement shall remain in full force and effect except as modified or amended by the Parties by mutual agreement.

3. Counterpart and Electronic Signature: This Amendment No. 1 to the Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Amendment No. 1. Each Party intends to be bound by its electronic or "PDF" signature on this Amendment No. 1, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Amendment No. 1 based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the GCB 3394 Agreement as of the Party's date last signed below.

City of Lake Stevens	Washington State Department of Transportation
<u>Sign and Date:</u> 	<u>Sign and Date:</u>
Name: Title:	Curt Wunningham Engineering Manager SnoKing Design

Exhibit B-1 GCB 3394 Cost Estimate Page 1 of 1

STD ITEM NO	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
0310	ROADWAY EXC. INCL. HAUL	C.Y.	3	\$38.75	\$116
4202	CONC. CLASS 4000 FOR SIGN FOUNDATION	C.Y.	7	\$3,000.00	\$21,000
7030	ST. REINF. BAR	LB	500	\$3.00	\$1,500
SUB-TOTAL					\$22,616
MOBILIZATION				10%	\$2,262
SUB-TOTAL					\$24,878
DESCRIPTION				PERCENT	COST
SALES TAX				9.1%	\$2,264
SUB-TOTAL					\$27,142
CONTINGENCIES				4%	\$1,086
CONSTRUCTION ENGINEERING				15%	\$4,071
SUB-TOTAL					\$32,299
INDIRECT COST				12.98%	\$4,192
TOTAL					\$36,491

ASSUMPTIONS

1. TRAFFIC CONTROL & EROSION CONTROL AND WATER POLLUTION CONTROL COST ARE PART OF WSDOT COST
2. WSDOT PRELIMINARY ENGINEERING COST IS CONSIDERED MINIMAL AND NOT INCLUDED.