



LYNNWOOD CITY COUNCIL Business Meeting
City Hall Council Chambers
19100 44th Ave W
Lynnwood WA 98036
MONDAY, JULY 12, 2021 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES: Council Member Altamirano-Crosby
 - A. Approval of Minutes -
 - [6.21.21 Work Session minutes for approval.pdf](#)
 - [6.24.21 Finance Committee Minutes MM.pdf](#)
 - [6.28.21 Business Meeting minutes for approval.pdf](#)
4. MESSAGES AND PAPERS FROM THE MAYOR
5. PUBLIC COMMENTS AND COMMUNICATIONS
6. PRESENTATIONS AND PROCLAMATIONS
7. WRITTEN COMMUNICATIONS AND PETITIONS
8. COUNCIL COMMENTS AND ANNOUNCEMENTS: Council Member Frizzell
9. CONSENT AGENDA: Council President Hurst
 - A. Voucher Approval
10. BUSINESS ITEMS AND OTHER MATTERS
 - A. Ordinance - Utility Payment Rules
Corbitt Loch, Michelle Meyer, and Bill Franz
[Ord Utility Payment Rules 070721.pdf](#)
11. Public Hearing
 - A. Hearing: Development and Access Enhancement Funding Agreement
Amendment (Lynnwood Link Extension) (2 of 3)
Karl Almgren, AICP, City Center Program Manager
[Attachment 1 - Staff Report](#)

[Attachment 2 - Draft Ordinance](#)
[Attachment 3 - Exhibit A](#)
[Attachment 4 - Quasi-Judicial Process](#)

B.

novo on 52nd Development Agreement - Public Hearing (2 of 3)

David Kleitsch, Director; Ashley Winchell, AICP, Community Planning Manager;
and Kristen Holdsworth, AICP, Senior Planner

[Council Briefing Staff Report 07.12.21.pdf](#)

[Attachment 1 - novo on 52nd DA Hearing PPT Slides.pdf](#)

[Attachment 2- Site Plan and Building Elevations.pdf](#)

[Attachment 3- Summary of Required Permits and Approvals.pdf](#)

[Attachment 4- DA Process.pdf](#)

[Attachment 5 - Development Agreement Request.pdf](#)

[Attachment 6- Response to Council Questions Inland Responses.pdf](#)

[Development Agreement novo on 52nd_06.30.21.pdf](#)

[Ordinance novo on 52nd DA_06.30.21.pdf](#)

12. NEW BUSINESS

13. ADJOURNMENT

Executive Session topics - Potential and current litigation

CITY COUNCIL 3.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Approval of Minutes -

DEPARTMENT CONTACT: Lisa Harrison, City Council

ESTIMATED TIME:

5

SUGGESTED ACTION:

Approve the following minutes as written: June 21, 2021 Work Session, the June 24, 2021 Finance Committee meeting and the June 28, 2021 Business meeting.

DEPARTMENT ATTACHMENTS

Description:

[6.21.21 Work Session minutes for approval.pdf](#)

[6.24.21 Finance Committee Minutes MM.pdf](#)

[6.28.21 Business Meeting minutes for approval.pdf](#)



**CITY OF LYNNWOOD
CITY COUNCIL WORK SESSION MINUTES
June 21, 2021**

1. Roll Call

Present:

Member Patrick Decker
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith
Member Julieta Altamirano-Crosby

2. Comments and Questions on Memo Items

3. Work Session Item

3.A Introduction: Civil Service Commission Applicant Kent Landrum

Kent Landrum was introduced by Lori Charles, Human Resources Manager. He is the chief pastor of his church, Northwest church. Mr. Landrum shared his background with the council and his commitment to hiring good, qualified officers to maintain the quality we have now. Council members asked questions and made comments.

3.B Introduction: Civil Service Commission Applicant Myrle Carner.

Applicant Myrle Carner was introduced by Lori Charles, Human Resources Manager and asked Carner to share his background with council. Carner is a veteran of the Seattle Police force and lives in Lynnwood. Council members asked questions and made comments. The mayor invited both candidates to join the council at the next meeting.

3.C 2020 Financial Audit Entrance Conference

Finance Director Michelle Meyer introduced Marlon Deppen, Wendy Choy and

Haji Adams from SAO which works with the Washington State Auditors Office. They are an independent agency that works for the cities and report to the Washington State Auditor. Their work includes federal grant compliance audit and the Coronavirus Relief Fund. They will be providing weekly updates to the Finance Director. Council members asked questions and made comments.

- 3.D Briefing No. 5/6: Connect Lynnwood: Active and Accessible Transportation Plan and Complete Streets Policy
Public Works Director Bill Franz, Sarah Olson, Deputy Director PRCA Department and Amie Hanson, Project Manager introduced the consultants from Nelson/Nygaard to discuss the transportation plan and complete streets. They are currently in the middle of community engagement to share the plan and in the final stages of the work. Drusila van Hengel shared the story map being used for community engagement. She mentioned that the survey has been out since May, however only 30 people have responded. Council members made comments and asked questions. They will send Lisa Harrison a link to the survey so that council members can encourage participation.
- 3.E Boards and Commissions LMC revisions
Council President Hurst and Julie Moore, Public Affairs Officer addressed whether or not they should remove requirement that members of boards and commissions must be registered voter. Council members made comments and suggestions. They then discussed the pros and cons of limiting the number of terms a member can serve.

President Hurst stated that they have run out of time and will resume the conversation at a later meeting.

4. Mayor Comments and Questions
5. Council Comments
6. Adjournment

The meeting was adjourned at 8:51 p.m.

Nicola Smith, Mayor



CITY OF LYNNWOOD
FINANCE COMMITTEE FINANCE COMMITTEE MINUTES
June 24, 2021

1. CALL TO ORDER
2. ROLL CALL

Present:

Chair Christine Frizzell
George Hurst
Julieta Altamirano-Crosby

Director Michelle Meyer, and Strategic Planner Corbitt Loch also in attendance.

3. FINANCIAL REPORTS
4. DISCUSSION ITEM

4.A 2021 Budget Amendment

Director Meyer reviewed the adopted schedule for the mid-biennial budget amendment process. She reviewed five projects that would need budget authority carried forward from 2020 totaling \$183,058.44. No other amendment is scheduled prior to the mid-biennial amendment but can be if required related to American Rescue Plan Act funding or other pressing items.

4.B Update on American Rescue Plan Act Funding

Director Meyer shared a presentation that outlined the information gathered from the Department of Treasury and other sources regarding the American Rescue Plan Act Funding. Meyer reviewed specific purpose areas outlined in the Interim Final Rule intended to meet immediate as well as long term needs. The Final Final Rule is expected after the comment period ends on July 16, 2021. The city submitted all required agreements and has received the first half of the funding, \$5.9MM. The State of Washington, Snohomish County and other organizations are also receiving funding so it will be important to coordinate to avoid duplicate spending while still meeting community needs. We have until 2024 to obligate the funds. It is recommended to focus on stabilizing and recovering in the short-term while developing a strategy to enhance services levels in the long-term.

Meyer stated that she will present this to council at the July 19 worksession. Staff is working on a list of recommendations on how to use these funds.

4.C Update on CJC Bond Issuance

Meyer stated that the bond for the Community Justice Center is closed and the funds were received in our account. The bid opening is scheduled for June 30.

4.D Update on 2020 Financial Audit

The deadline to submit for the excellence in financial reporting award was extended to August. Meyer will update the committee as needed.

4.E Review of April 2021 Sales Tax Revenues

Meyer shared the results from April sales tax revenues, which were double the amount this time last year at the height of the Covid emergency and 17% higher than April of 2019. The committee asked that comparisons to 2018 and 2019 be included in future monthly reports.

5. ADJOURN

The committee discussed what to do for future meetings. It was decided that the next meeting (July 22) will be remote and they will assess at that time what to do for September and after.

The meeting adjourned at 4:27 p.m.

Michelle Meyer, Finance Director



CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
June 28, 2021

1. CALL TO ORDER

2. ROLL CALL

Present:

Member Patrick Decker
Member Christine Frizzell
Member Ruth Ross
Member Shannon Sessions
Mayor Nicola Smith
President George Hurst
Member Jim Smith
Member Julieta Altamirano-Crosby

3. APPROVAL OF MINUTES- Council Member Sessions

3.A Motion to approve the following minutes as written: June 14, 2021 Business meeting, June 16 Work Session

Moved by Shannon Sessions; seconded by Christine Frizzell to Approve
Approve the minutes as written for the June 14, 2021 Business meeting and the
June 16, 2021 Work Session..

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker,
Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

4. MESSAGES AND PAPERS FROM THE MAYOR

The Mayor spoke about the heat wave and asked everyone to be careful. She announced the cooling stations that are located in Lynnwood.

5. PUBLIC COMMENTS AND COMMUNICATIONS

Public comments were received by the following residents:

- Elizabeth Lunsford 98037

6. PRESENTATIONS AND PROCLAMATIONS

7. WRITTEN COMMUNICATIONS AND PETITIONS

Mayor read two written comments sent via the Council website:

- Letter from Andy Lee
- Letter from Tamara, 32nd Dems in Seattle

8. COUNCIL COMMENTS AND ANNOUNCEMENTS

Council members gave comments regarding 4th of July, the re-opening of Heroes cafe and other Lynnwood happenings.

9. CONSENT AGENDA- Council Member Decker

Council President Hurst moved items A and B from consent for consideration after other items (confirmation of new Civil Service Commissioners).

Moved by Patrick Decker; seconded by George Hurst to Adopt Moved to approve the following consent agenda items:

1. Approve the following motion: "Place all three of the following proposals on the docket for further evaluation: College District Subarea Plan Text Amendment (CPL-009773-2021); Highway 99 Subarea Plan Text Amendment (CPL-009774-2021); and Housing Hope Scriber Lake – Future Land Use (FLU) Map Comprehensive Plan Amendment and Concurrent Rezone (CPL-009777-2021)."
2. Authorize the Mayor to execute Contract Amendment #7 with Feldman & Lee P.S. for public defender services in the amount of \$1,440,000 and extend the contract termination date to June 30, 2023.
3. Authorize the Mayor to approve a Purchase Order in the amount of \$118,183.20 to Pacific Golf & Turf for the purchase of golf course equipment.
4. Voucher Approval
 1. Approve claims in the amount of \$2,123,085.01 for the period 6/4/21 through 6/17/21.
 2. Approve payroll in the amount of \$1,180,264.85 dated 6/18/21.

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

9.A Confirm Civil Service Commission Applicant Kent Landrum

Moved by George Hurst; seconded by to moved to confirm.

Motion : 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker,

Christine Frizzell, Ruth Ross, Shannon Sessions
Voting Against: None

9.B Confirm Civil Service Commission Applicant Myrle Carner.

Moved by Shannon Sessions; seconded by to Moved to confirm.

Motion : 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker,
Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

9.C Comprehensive Plan Amendments: - Finalize 2021 Docket (Proposed
Amendment List) (3 of 3)

9.D Contract Amendment - Public Defender Services

9.E Contract Award - Golf Course Equipment

9.F Voucher Approval

10. BUSINESS ITEMS AND OTHER MATTERS

10.A Municipal Code Update: Chapter 2.04.073 Other Benefits - Councilmembers

Moved by George Hurst; seconded by Ruth Ross to Adopt Motion made to pass Ordinance #3392, an ordinance of the City Council of Lynnwood, Washington relating to other council benefits; amending LMC 2.04.073B, providing for severability; establishing an effective date; and providing for summary publication. .

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker,
Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

11. NEW BUSINESS

11.A Discussion: Court use of chambers during the CJC construction

Council President Hurst introduced Court Administrator Paulette Revoir. Hurst explained that the municipal court will not be able to stay in their building while the CJC construction is taking place (October through May). Paulette explained the hours and days they would prefer, security and other issues.

11.B) Discussion: Return to Chambers for Council Meetings

Council President Hurst explained that the leadership team, executive assistant,

clerk and IT had a practice session using all of the technology available. The decision was made to replace the “owl” camera with a stationary camera at the dias and a second one with the podium (ipad). Council members discussed returning with the technology, expressing concerns about using the swiveling owl camera and ability to see remote attendees. Further research will be done with the goal of returning to chambers on July 12, 2021.

12. ADJOURNMENT

The meeting adjourned at 7:08 p.m.

Nicola Smith, Mayor

CITY COUNCIL 9.A
CITY OF LYNNWOOD
CITY COUNCIL

TITLE: Voucher Approval

DEPARTMENT CONTACT: Michelle Meyer, Finance

SUMMARY:

Voucher Approval

ESTIMATED TIME:

0

SUGGESTED ACTION:

Approve claims in the amount of \$2,360,873.94 for the period 6/18/21 through 6/25/21.
Approve payroll in the amount of \$1,150,883.78 dated 7/2/21.

DEPARTMENT ATTACHMENTS

Description:

CITY COUNCIL 10.A

CITY OF LYNNWOOD CITY COUNCIL

TITLE: Ordinance - Utility Payment Rules

DEPARTMENT CONTACT: Corbitt Loch, Finance

SUMMARY:

This agenda item allows for Council consideration of updates to the City's regulations for utility payment rules and utility special rates/rebates.

PRESENTER:

Corbitt Loch, Michelle Meyer, and Bill Franz

ESTIMATED TIME:

30

BACKGROUND:

The attached ordinance was reviewed by the City Council on July 6, 2021. Per Council's direction, some of the timeframes for applying for utility special rates/rebates have been extended. Responses to Council's questions are provided below.

Question 1: Can the timeframes for application for utility special rates and rebates be expanded to increase accessibility?

Response 1: The application dates were developed to either: a) based upon another agency's timeframe (i.e., Edmonds School District's award letters for Free and Reduced-Priced Meals; or b) distribute the administrative workload throughout the year. In response to Council's query, staff identified and incorporated extended timeframes for some of special rates/rebates. In most instances, these edits establish an earlier window for applications. This can be offered as a customer convenience; the timeframe for processing applications for special rates and rebates would not change. See highlighted text in Exhibit A of the draft ordinance.

Question 2: Does Governor Inslee's recent proclamation (Proclamation 20-23.16, issued July 2, 2021) regarding utility shutoffs and penalty fees include "bridge" provisions such as those provided in Proclamation 21-09?

Response 2: No bridge provisions were included in the Proclamation prohibiting utility shutoffs and penalty fees through September 30, 2021. The Proclamation is available here: [proc_20-23.16.pdf \(wa.gov\)](#)

Question 3: Do building and health regulations allow dwellings to be occupied if there is no water/sewer service?

Response 3: No. The International Property Maintenance Code contains requirements for safe and sanitary conditions for dwellings. Without water or sewer service, a dwelling would be unsafe and unsanitary, and occupancy therefore would be unlawful.

Question 4: Can the City do more to reach BIPOC and low-income residents?

Response 4: City departments are continually identifying new methods of public outreach and engagement. Departments are collaborating in order to find new opportunities and new efficiencies for outreach.

For additional background information, refer to the agenda materials provided for the July 6, 2021 meeting.

SUGGESTED ACTION:

Adoption.

PREVIOUS COUNCIL ACTIONS:

City Council review and discussion: July 6, 2021; May 17, 2021; and November 30, 2020

Finance Committee review and discussion: April 22, 2021 and March 25, 2021

FUNDING:

Lynnwood's utilities are accounted for in Enterprise Funds which are separate from the General Fund. Utility rates are the sole source of revenue for operations and infrastructure, and rate revenue cannot be used for any purpose other than utility operations and infrastructure.

As provided in the attached Utility Aging Report, there are 545 residential and 142 commercial customers with a past-due balance older than 120 days. These unpaid balances represent \$927,400 in uncollected utility revenue. An important component of the proposed legislation will retool the rules for the City's voluntary payment plan. Administratively, staff will be implementing measures to encourage payment and preclude the need for water shutoffs and utility liens.

If needed and desired, the City can use a portion of its ARPA allocation to assist disadvantaged utility customers. Such decisions will be made at a later time.

VISIONS AND PRIORITIES ALIGNMENT:

The Community Vision calls for a government responsive to citizens' needs.

A priority of the Strategic Plan is to ensure financial sustainability.

DEPARTMENT ATTACHMENTS

Description:

[Ord Utility Payment Rules 070721.pdf](#)

CITY OF LYNNWOOD

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO UTILITY ACCOUNTS AND PAYMENTS, SPECIAL UTILITY RATES, AND UTILITY REBATES; REPEALING LMC 13.20.080; ADOPTING A NEW LMC 13.20.080; AMENDING CHAPTER 13.34 LMC; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

WHEREAS, the city of Lynnwood owns and operates utilities for domestic water, sanitary sewerage (wastewater), and stormwater sewerage; and

WHEREAS, the city of Lynnwood provides special utility rates and utility charge rebates to aid and support qualifying low-income households within Lynnwood; and

WHEREAS, on February 29, 2020, in response to the COVID-19 pandemic, Governor Inslee issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State; and

WHEREAS, on March 18, 2021, Governor Inslee issued Proclamation 20-23.15, prohibiting all energy, telecommunications, and water providers from disconnecting residential customers from service or charging fees for late payment; and

WHEREAS, Proclamation 20-23.15 specifies that the ratepayer protections shall be extended until termination of the COVID-19 State of Emergency or July 31, 2021, whichever occurs first; and

WHEREAS, within the city of Lynnwood, there are numerous residential and commercial utility accounts currently in arrears; and

WHEREAS, COVID-19's financial impacts upon Lynnwood's utilities and its customers created a need to review Lynnwood's utility regulations, including provisions that benefit low-income households, to ensure those regulations support equitable and efficient administration; and

WHEREAS, the wording and structure of LMC 13.20.080, which contains regulations for special utility rates and rebates for qualifying low-income households, lacks clarity, and it is paramount that the construct of these provisions support access to the benefits offered; and

43 WHEREAS, the utility flexible payment plan specified in LMC 13.34.070 requires payment
44 in full of the past-due account balance within a period of only 14 days, which does not provide
45 adequate accommodation for Lynnwood households struggling financially because of the COVID-
46 19 pandemic; and

47
48 WHEREAS, it is in the public’s interest that utility customers pay utility charges associated
49 with their residences and businesses, and thereby preclude the need to discontinue water
50 service, impose penalties and/or liens when allowed, or recover lost utility revenue through
51 future rate increases; and

52
53 WHEREAS, the City Council finds that the provisions of this ordinance are in the best
54 interest of the public’s health, safety, and welfare;

55
56 NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
57 ORDAIN AS FOLLOWS:

58 Section 1. LMC 13.20.080 is repealed. The provisions contained in Exhibit A to this Ordinance
59 are adopted and codified as LMC 13.20.080.

60
61 Section 2. Chapter 13.34 LMC is amended as provided by Exhibit B to this Ordinance.

62
63 Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this
64 Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction,
65 such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of
66 any other section, sentence, clause, phrase or word of this Ordinance.

67
68 Section 4. Effective Date and Summary Publication. This ordinance, being an exercise of a
69 power specifically delegated to the City legislative body, is not subject to referendum and shall
70 take effect and be in full force five (5) days after its passage, approval, and publication of an
71 approved summary thereof consisting of the title.

72
73 PASSED BY THE CITY COUNCIL, the ____ day of June 2021.

74
75 APPROVED:
76
77 _____
78 Nicola Smith, Mayor

79
80 ATTEST/AUTHENTICATED: APPROVED AS TO FORM:
81
82 _____
83 Karen Fitzthum, Interim City Clerk Rosemary Larson, City Attorney

84
85

EXHIBIT A
ORDINANCE _____

REWRITE OF LMC 13.20.080

13.20.080 Special utility rates and rebates.

A. As provided and specified by the provisions of this section, qualifying low-income households shall be eligible to receive either special utility rates or a rebate on charges paid for water, sewer, and stormwater utility service.

1. Eligible residences must be within the corporate boundary of the city of Lynnwood and served by city of Lynnwood utilities.
2. Special utility rates and rebates apply to base rates, and volume charges as specified, for water, sewer, and surface water. Special utility rates and rebates do not apply to any other fee or to related utility taxes.
3. To be approved, applications for special utility rates or rebate shall include all information required by this section and be submitted during the specified timeframes.
4. Households may be approved for a maximum of one special rate or rebate.
5. LMC 13.20.080I states special rates for water service. Special rates for sewer service are provided in LMC 14.40.040. Special rates for storm water service are provided in LMC 13.35.070. The Income Levels A, B, and C used in the City code shall have the same meaning as income thresholds 1, 2, and 3 as defined by RCW 84.36.383.
6. The mayor is authorized to develop administrative policies and rules necessary for implementation of this section.
7. Table 13.20.080A.7 summarizes the application and renewal periods, and the owner or renter occupied requirements for each special rate or rebate program, as follows:

| Table 13.20.080A.7 Summary of Special Rate and Rebate Programs | | | | | |
|---|--------------------|------------------|-------------------------------|-------------------------------|-------------------------------|
| | Application Period | Renewal Period | Single Family Residence | Multifamily Residence | Mobile Home |
| Subsection B. Residence with approved Snohomish County property tax exemption and a Lynnwood utility account. Special utility rate | Any | Jan. 1 – Dec. 31 | ● Owner occupied | ● Owner occupied | ● Owner occupied |
| Subsection C. Residence with approved Snohomish County property tax exemption without Lynnwood utility account. Utility charge rebate | Jan. 1 – Nov. 1 | Jan. 1 – Nov. 1 | - | ● Owner occupied | ● Owner occupied |
| Subsection D. Residence receiving Washington State Assistance. Special utility rate | Any | Nov. 1 – Dec. 31 | ● Owner or renter occupied | - | - |
| Subsection E. Residence receiving Edmonds School District Free and Reduced-Price Meals. Utility charge rebate | Aug. 1 – Oct. 31 | Aug. 1 – Oct. 31 | ● Owner or renter occupied | ● Owner or renter occupied | ● Owner or renter occupied |
| Subsection F. Low-income resident 61+ years of age or with a disability. Utility charge rebate | Jan. 1 – Aug. 31 | Jan. 1 – Aug. 31 | ● Owner or | ● Owner or | ● Owner or |

| Table 13.20.080A.7 Summary of Special Rate and Rebate Programs | | | | | |
|--|--------------------|----------------|-------------------------------|-------------------------------|-------------------------------|
| | Application Period | Renewal Period | Single Family Residence | Multifamily Residence | Mobile Home |
| | | | renter occupied | renter occupied | renter occupied |
| Subsection G. Resident with medical necessity to utilize large quantity of water. Special utility rate | Any | - | ● Owner or renter occupied | ● Owner or renter occupied | ● Owner or renter occupied |
| Subsection H. Preservation of mobile home park. Special utility rate | Any | - | - | - | ● Owner or renter occupied |

26 B. Special utility rate based on Snohomish County real property tax exemption.

- 27 1. The residential single-unit property, multiple-unit, or mobile unit shall have a valid property tax
 28 exemption from the Snohomish County Assessor, pursuant to RCW 84.36.381 through 84.36.385.
- 29 2. A qualifying resident shall own and occupy the dwelling as their principal residence and have a
 30 household income level in accordance with RCW 84.36.381.
- 31 3. Upon verification of eligibility, the special utility rate shall be applied to the next billing period and
 32 shall continue through the remainder of the calendar year. Reapplication for each subsequent
 33 calendar year is required.
- 34 4. Applications for this special utility rate shall be accepted throughout the calendar year.
 35 Applications for the subsequent calendar year shall be accepted **January 1** through December 31.
- 36 5. The amount of the special utility rate shall be based upon the income level designated by the
 37 Snohomish County Assessor as provided by Table 13.20.080B.5.

| Table 13.20.080B.5 | | | |
|---|-----|-----|-----|
| Income Level Status Designated on Approved Property Tax Exemption | A | B | C |
| Special Utility Rate (percent of base rate and volume charges) | 40% | 45% | 50% |

38 C. Annual utility charge rebate based on Snohomish County real property tax exemption.

- 39 1. An annual rebate on utility charges shall be available to a qualifying owner and occupant of a
 40 residential multiple-unit or a mobile home unit without an individual water meter and without a city
 41 of Lynnwood utility account (i.e., owner and occupant of a condominium or of a mobile home in a
 42 mobile home park).
- 43 2. To qualify for a rebate for the current calendar year, applications shall be accepted **January 1**
 44 **through** November 1 and demonstrate the applicant resided in the residential multiple-unit or
 45 mobile home for the full calendar year.
- 46 3. The amount of the annual rebate of utility charge rates shall be based upon the income level
 47 designated by the Snohomish County Assessor’s Office as provided by Table 13.20.080C.3, and shall
 48 be the stated percentage of the base rate for that type of account, assuming water usage within the
 49 minimum 10 CCF allowance.

| Table 13.20.080C.3 | | | |
|---|-----|-----|-----|
| Income Level Status Designated on Approved Property Tax Exemption | A | B | C |
| Annual Utility Charge Rebate (percent of base rate) | 40% | 45% | 50% |

50 D. Special utility rate based on Washington State assistance programs.

51 1. A special utility rate based on Washington State assistance programs shall be available to a
52 qualifying resident of a residential single-unit under this Section D.

53 2. A qualifying resident of a residential single-unit shall have an award letter from the state of
54 Washington for Temporary Assistance to Needy Families (TANF) or Supplemental Nutrition
55 Assistance Program (SNAP) that covers at least a portion of the year for which the special utility rate
56 is requested.

57 3. Applicants shall occupy the residential single-unit as their principal residence and provide proof
58 that they reside at the address and are responsible for their city of Lynnwood utility bills.

59 4. Upon verification of eligibility, the special utility rate shall be applied to the next billing period and
60 shall continue through the remainder of the calendar year. Reapplication for each subsequent
61 calendar year is required.

62 5. Applications for this special utility rate shall be accepted throughout the calendar year.
63 Applications for the subsequent calendar year shall be accepted from November 1 to December 31.

64 6. The amount of the special utility rate shall be 40 percent of the bimonthly base rate and volume
65 charges.

66 E. Annual Rebate Based on Edmonds School District Free and Reduced-Price Meals.

67 1. An annual rebate on utility charges based on Edmonds School District free and reduced-price
68 meal programs shall be available to a qualifying resident of a residential property under this
69 subsection E.

70 2. A qualifying resident shall have an award letter from the Edmonds School District for free and
71 reduced-price meals for a child residing in the residence for all or a portion of the 12-month period
72 for which the rebate is requested.

73 3. A qualifying resident shall occupy the residence as their principal residence as either owner or
74 renter, for a minimum of six months, and shall be responsible for the rent or mortgage payments for
75 the residence.

76 4. Applications for this rebate on utility charges shall be accepted from August 1 to October 31.
77 Reapplication for subsequent years shall be accepted from August 1 to October 31.

78 5. Upon approval of the application, the rebate shall apply to utility charges occurring from October
79 1 in the prior year to September 30 of the rebate payment year.

80 6. The amount of annual rebate shall be up to 50 percent of the base rate for the type of account,
81 assuming water usage within the minimum 10 CCF allowance, and prorated for the number of
82 months that the applicant resided at the address.

83 7. Each year, the total amount of funds authorized and available for this rebate shall be \$100,000,
84 and the total amount of rebates given to qualifying applicants in any year shall not exceed that
85 amount. Depending on the number of eligible applicants, the amount of rebate awarded to a
86 qualifying resident may be less than 50 percent of the base rate paid by that applicant during the
87 rebate period. An equal percentage shall be awarded to applicants of each account type.

88 F. Annual rebate based on income level and age or disability.

89 1. An annual rebate on utility charges based on income level and age or disability shall be available
90 to a qualifying resident of a residential property under subsection F.

- 91 2. A qualifying resident shall be at least 61 years of age or living with a disability and have a
92 household income that is less than 70 percent of the Washington State area median income (AMI)
93 as published by the Washington State Department of Social and Health Services (DSHS).
- 94 3. A qualifying resident shall occupy the property receiving utility services with or without a utility
95 account as their principal residence as an owner or renter for a period of not less than six months.
96 Applicants shall confirm they are responsible for the rent or mortgage payments for the residence.
- 97 4. Applicants with a disability shall provide written proof of disability, such as a disability award
98 letter from the U.S. Social Security Administration or US. Department of Veterans Affairs; a
99 permanent disabled parking privilege issued by the Washington State Department of Licensing; or a
100 Proof of Disability statement completed by a licensed physician.
- 101 5. Applications for this rebate on utility charges shall be accepted from July 1 to August 31 for the
102 annual period from June 1 of the prior year to May 31 of the rebate year. Reapplication for
103 subsequent years shall be accepted from June 1 to August 31.
- 104 6. The amount of annual rebate shall be up to 50 percent of the base rate for the type of account,
105 assuming water usage within the minimum 10 CCF allowance, and prorated for the number of
106 months that the applicant resided at the address.
- 107 7. Each year, the total amount of funds authorized and available for this rebate shall be \$100,000,
108 and the total amount of rebates given to qualifying applicants in any year shall not exceed that
109 amount. Depending on the number of eligible applicants, the amount of rebate awarded to a
110 qualifying resident may be less than 50 percent of the base rate paid by that applicant during the
111 rebate period. An equal percentage shall be awarded to applicants of each account type.
- 112 G. Special utility rates based upon medical necessity.
- 113 1. Qualifying residents shall be eligible for special utility rates based upon medical necessity under
114 this subsection G.
- 115 2. A qualifying resident who requires large quantities of water due to medical necessity (i.e., kidney
116 dialysis) and who occupies the property receiving utility services as their principal residence as an
117 owner or renter shall be eligible for special utility rates under this subsection G. Applications for this
118 special utility rate shall include written confirmation from the resident's medical care provider.
- 119 3. Qualifying residents shall be charged the special utility rates for Income Level Status C (50
120 percent).
- 121 4. Applications for this special utility rate shall be accepted throughout the calendar year. Following
122 approval of a special utility rate under this subsection G, the utility customer shall be responsible for
123 notifying the City when the medical necessity for large quantities of water no longer exists.
- 124 H. Special utility rates based upon preservation of mobile home parks.
- 125 1. For mobile home parks preserved pursuant to a development agreement in accordance with
126 Chapter 21.29 LMC, the following residential-mobile per unit base rate and volume charges shall
127 apply:
- 128 2. Preservation for five to seven years: 50 percent of the base rate and volume charges.
- 129 3. Preservation for seven years or more: 25 percent of the base rate and volume charges.

130 I. Special water utility rates for residential single-units based upon income level.

Table 13.20.080I: Special Water Rates

| Water Customer Classification | 2020 Bimonthly Rate | 2021 Bimonthly Rate | 2022 Bimonthly Rate | 2023 Bimonthly Rate | 2024 Bimonthly Rate | 2025 Bimonthly Rate |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Special Water Rates, Income Level Status A (40%) | | | | | | |
| Bimonthly Base Rate (incl. 10 CCF) | \$20.89 | \$21.73 | \$22.60 | \$23.05 | \$23.51 | \$23.98 |
| Bimonthly Volume Charge (> 10 CCF to 40 CCF) | \$1.20 | \$1.25 | \$1.30 | \$1.33 | \$1.36 | \$1.39 |
| Bimonthly Volume Charge (> 40 CCF) | \$1.81 | \$1.88 | \$1.96 | \$2.00 | \$2.04 | \$2.08 |
| Special Water Rates, Income Level Status B (45%) | | | | | | |
| Bimonthly Base Rate (incl. 10 CCF) | \$23.50 | \$24.44 | \$25.42 | \$25.93 | \$26.45 | \$26.98 |
| Bimonthly Volume Charge (> 10 CCF to 40 CCF) | \$1.35 | \$1.40 | \$1.46 | \$1.49 | \$1.52 | \$1.55 |
| Bimonthly Volume Charge (> 40 CCF) | \$2.03 | \$2.11 | \$2.19 | \$2.23 | \$2.27 | \$2.32 |
| Special Water Rates, Income Level Status C (50%) | | | | | | |
| Bimonthly Base Rate (incl. 10 CCF) | \$26.11 | \$27.15 | \$28.24 | \$28.80 | \$29.38 | \$29.97 |
| Bimonthly Volume Charge (> 10 CCF to 40 CCF) | \$1.50 | \$1.56 | \$1.62 | \$1.65 | \$1.68 | \$1.71 |
| Bimonthly Volume Charge (> 40 CCF) | \$2.26 | \$2.35 | \$2.44 | \$2.49 | \$2.54 | \$2.59 |

131

132

EXHIBIT B
ORDINANCE _____

AMENDMENT OF CHAPTER 13.34 LMC SHOWN IN LEGISLATIVE FORMAT

Chapter 13.34
WATERWORKS UTILITY

Sections:

- 13.34.010 Combination of water system and sewerage system.
- 13.34.020 Operation.
- 13.34.030 Penalties and delinquent charges.
- 13.34.040 Responsibility of property owner.
- 13.34.050 Billing.
- 13.34.060 Lien.
- 13.34.070 Discontinuance of service by utility and voluntary payment plan.
- 13.34.080 Inactivation of service request by customer.
- 13.34.090 Billing adjustments.

13.34.010 Combination of water system and sewerage system.

Pursuant to RCW 35.67.331, the water system of the city, the sewerage system of the city, and the surface water system of the city are combined into a waterworks utility of the city, and such combined systems shall be maintained and operated jointly.

13.34.020 Operation.

To the extent authorized by law, the operation by the city of such combined waterworks utility shall be governed by the statutes relating to the establishment and maintenance of a city water system.

13.34.030 Penalties and delinquent charges.

A. In addition to all other charges provided in this title or Title 14 LMC each account shall be charged 10 percent of the unpaid balance for all city utility charges not paid within 35 days after the date of billing. This amount shall be paid whether or not the water is actually turned off.

B. There shall be a \$50.00 penalty charge for each ~~((check which is returned marked "insufficient funds"))~~ payment returned due to insufficient funds.

13.34.040 Responsibility of property owner.

All accounts for city utilities shall be kept in the name of the owner of the property and not in the name of the tenant unless stated otherwise in this code; and the owner or ~~((only or his legally))~~ authorized agent shall be ~~((held))~~ responsible for ~~((water))~~ utility charges.

13.34.050 Billing.

A. All charges for city utility service shall be due and payable ~~((at city of Lynnwood offices))~~ to the city of Lynnwood on or before the ~~((fourteenth))~~ 28th day after the bill has been issued ~~((therefor,))~~ and shall ~~((become))~~ be classified as delinquent after the ~~((fourteenth))~~ 28th day.

B. City utility bills shall cover periods of two months and shall be issued upon a single statement.

C. All payments and collections shall be paid into the combined utility fund.

D. Delinquent accounts shall be charged as provided in LMC 13.34.030.

E. The order of application of payments received towards outstanding utility bills shall be applied in the following order: penalties, interest if applicable, surface water charges, sewer charges, water charges.

175 **13.34.060 Lien.**

176 A. All charges for city utility services, and all service charges, provided in this title and Title 14 LMC, (~~or~~
177 ~~as they may be hereafter amended,~~) together with penalties and interest thereon, shall be a lien upon
178 the property to which city utility services are provided, superior to all other liens and encumbrances
179 whatsoever, except for general taxes and local special assessments. Enforcement of such lien or liens
180 shall be in the manner provided by law.

181 B. Pursuant to RCW 35.67.215, the city's lien for delinquent sanitary sewer service charges or surface
182 water service charges shall be effective for a total not to exceed one year's delinquent service charges
183 without the necessity of any written lien or recording of the lien with the county auditor.

184 C. In any case where the city records a written lien for delinquent utility service charges, fees, interest
185 and/or penalties with the county auditor, the city shall charge the account a lien processing fee in the
186 amount of \$180.00 for each written lien recorded by the city. The lien processing fee shall be added to
187 the amount of the lien.

188 **13.34.070 Discontinuance of service by utility and voluntary payment plan.**

189 A. In addition to the city's lien authority, the (~~The~~) city may refuse to supply, or may discontinue
190 service to, any customer for violation of this title or Title 14 LMC. (~~As an additional concurrent method~~
191 ~~of enforcing the lien of the city for domestic water, sewer, or surface water charges, at the end of 20~~
192 ~~days after any amount of outstanding account balance remains delinquent following two full billing~~
193 ~~cycles (approximately four months),)~~)

194 1. When any amount of outstanding balance remains delinquent 20 days after two billing cycles
195 (approximately four months), the director of public works shall (~~is authorized and directed to~~)
196 notify by first class mail sent to the customer at the service address and the property owner if
197 different that the account is delinquent and that the water (~~will~~) is scheduled to be shut off 13
198 days after the date of such delinquency notice. The director of public works (~~, and~~) is directed to
199 shut off water as described in the delinquency notice (~~at that time and~~) until (~~(such time as)~~) all
200 charges have been paid, or a voluntary payment agreement has been executed; provided that if a
201 State declaration of emergency has been issued and the nonpayment is due to the emergency, the
202 director of public works shall have the discretion to delay or suspend termination of water service.
203 (which consist of service charges, penalties as set forth in LMC 13.34.030, and city staff time
204 charges for site visits (turn-on and turn-off) as noted in Table A in subsection (E) of this section.)

205 2. A discontinuance of service pursuant to this section shall not release the customer from the
206 obligation of paying utility charges and fees. Except for discontinuation of service pursuant to LMC
207 13.34.080, billing of utility charges (~~(Billing)~~) shall continue (~~(for all city utility services)~~) during the
208 period that water service is discontinued. (~~(except as stated in LMC 13.34.080.)~~)

209 3. The utility may refuse or discontinue service to any customer who requires or uses such volume of
210 water that water service to any other customer may be thereby impaired.

211 4. The utility shall discontinue service to any customer who makes an unauthorized connection to a
212 city water or sewer line, bypasses a city water meter, or in any other way steals city water or sewer
213 services.

214 B. Voluntary payment plans shall be available in recognition of households with limited financial means
215 to eliminate past-due account balances, the need to ensure the utilities' financial sustainability, and the
216 need to minimize undesirable impacts upon future utility rates.

217 1. A customer with an account past-due balance may request approval of a voluntary payment plan.
218 While a voluntary payment plan is in effect, the city of Lynnwood shall not:

219 a. Impose monetary penalties or delinquent charges as otherwise authorized by LMC 13.34.030.

220 b. Impose utility lien(s) upon the property as otherwise authorized by LMC 13.34.060.

221 c. Discontinue water service as otherwise authorized by LMC 13.40.070.

222 d. As allowed by applicable law, impose interest accrued upon the account past due balance.

223 2. While a voluntary payment plan is in effect, the customer shall:

224 a. Pay the full amount of charges due for the most-recent and each subsequent bi-monthly
225 billing cycle, and

226 b. Every two months, either coinciding or alternating with the above payment, pay not less than
227 10 percent of the account past-due balance.

228 3. In the event the customer fails to comply with the provisions of the voluntary payment plan, the
229 voluntary payment plan shall be deemed null and void. In the absence of voluntary payment plan,
230 the city may impose monetary penalties and interest, impose liens, discontinue water service, and
231 use other measures to collect an unpaid account balance.

232 4. The city reserves the right to deny a request for a voluntary payment plan.

233 ((The city may allow flexibility in payment of outstanding owed amounts as follows: If the customer,
234 prior to the city shutting off water as specified above, agrees in writing and makes payment of 50
235 percent of outstanding owed account balances due to water, sewer, and storm accounts, and agrees to
236 pay the entire remaining amount within 14 days of the initial payment, then the city will suspend
237 shutting off the customer's water. If payment is not received by the fourteenth day, then the customer's
238 water shall be shut off without further notice.))

239 C. Discontinuance of service for any cause stated in this section shall not release the customer from his
240 obligation to the city for payment of bills or charges.

241 D. Whenever service has been discontinued as provided above, and before service is restored, in
242 addition to charges as provided in subsection (A) of this section, the utility may require the customer to
243 make a deposit of \$50.00. The deposit may be held for up to two years depending on account history
244 and used at any time to offset outstanding balances due, should they reoccur. Upon transfer of the
245 account to a new owner, any unused deposit will be returned to the depositor. Restoration of service at
246 the customer's request and after payment of all bills due shall be done at the convenience of the utility.

247 E. Except as provided by LMC 13.34.080, a fee may be charged for shutting off and turning back on
248 water service when necessitated by the provisions of this chapter or at the request of the customer.
249 The fee shall be as provided by Table 13.34.070C.

Table ((A)) 13.34.070C

| Time When Trip to Account Location Occurs | Charge for Each Occurrence |
|---|-----------------------------------|
| 8:00 a.m. – 5:00 p.m. Monday – Friday except holidays | \$35.00 |
| All other times including holidays | \$85.00 |

250 **13.34.080 Inactivation of service ((request)) by customer.**

251 A customer who wishes to inactivate water service shall give at least five business days' prior written
252 notice to the utility. No charge will be made for shutting off or turning back on the water supply;
253 however, minimum base billing will continue for sewer, water, and surface water during the period of
254 inactivity; however, if complete billing cycles have no metered water consumption, then the city will
255 back out the water charges for those cycles.

256 **13.34.090 Billing adjustments.**

257 The public works director together with the finance director shall establish regulations and procedures
258 for making adjustments to the quantity of water and sewer from which billings are calculated in
259 situations where a customer reports a leak in their private system. These regulations and procedures
260 shall establish the criteria to be used in consideration of an adjustment, the method to calculate the
261 adjustment, and the frequency that adjustments will be considered.

262

CITY COUNCIL 11.A

**CITY OF LYNNWOOD
CITY COUNCIL**

TITLE: Hearing: Development and Access Enhancement Funding Agreement Amendment (Lynnwood Link Extension) (2 of 3)

DEPARTMENT CONTACT: Karl Almgren, Development and Business Services

SUMMARY:

Hearing on the First Amendment to the Development and Access Enhancement Funding Agreement between Sound Transit and the City of Lynnwood. This amendment removes conflicting language for enhancement reimbursements. This item is a quasi-judicial matter.

PRESENTER:

Karl Almgren, AICP, City Center Program Manager

ESTIMATED TIME:

20

BACKGROUND:

On April 8, 2019, the City Council authorized the Mayor to execute an agreement with Sound Transit for Lynnwood Link Extension. This agreement has two parts. The first part includes land use approvals for the station and guideway at Lynnwood Transit Center. The second part includes access enhancement funding supporting project implementation connecting riders to the station.

The proposed ordinance revises conflicting language regarding the requirements for funding reimbursements. There are no other proposed changes to the agreement.

SUGGESTED ACTION:

Hold public hearing regarding Development and Access Enhancement Funding Agreement Amendment.

PREVIOUS COUNCIL ACTIONS:

April 8, 2019, the City Council approved Ordinance 3331 authorizing the Mayor to execute the Development and Access Enhancement Funding Agreement with Sound Transit for Lynnwood Link Extension.

July 6, 2021, the City Council was briefed on the proposed amendment.

FUNDING:

The agreement establishes reimbursement funds for Scriber Creek Trail, 44th Underpass, and 48th Avenue West for up \$2.5M total.

VISIONS AND PRIORITIES ALIGNMENT:

This project addresses Lynnwood's Community Vision by investing in efficient, integrated, local and regional transportation systems.

The proposal also addresses Lynnwood's Strategic Plan priorities: Priority 1 - Fulfill the community vision for the City Center and Lynnwood Link light rail; and Priority 5 - Pursue and maintain collaborative relationships and partnerships.

DEPARTMENT ATTACHMENTS

Description:

[Attachment 1 - Staff Report](#)

[Attachment 2 - Draft Ordinance](#)

[Attachment 3 - Exhibit A](#)

[Attachment 4 - Quasi-Judicial Process](#)

1 **DATE:** **June 24, 2021**
2
3 **TO:** **City Council**
4
5 **FROM:** **Karl Almgren, City Center Program Manager**
6
7 **SUBJECT:** **First Amendment Development and Access Enhancement Agreement**
8
9

10 **Background**

11 On April 8, 2019, the City Council authorized the Mayor to execute an agreement with
12 Sound Transit for Lynnwood Link Extension. This agreement has two parts. The first part
13 includes land use approvals for the station and guideway at Lynnwood Transit Center.
14 The second part includes access enhancement funding supporting multimodal
15 connectivity for linking riders to the station.

16
17 The agreement included three access enhancement projects:

- 18 1. 48th Avenue West Non-Motorized Improvements
- 19 2. Scriber Creek Trail Improvement
- 20 3. 44th Avenue West I-5 Underpass Pedestrian and Bicycle Improvements

21
22 These projects are eligible for up to \$2,500,000 total in match with other funds. The
23 agreement intended to allow payment to the City once SEPA (environmental review) of a
24 project has been completed. However, the agreement includes a conflict. The agreement
25 identifies that SEPA and ‘necessary permits to construct’ must be completed. This
26 conflict significantly raises the threshold for receiving funding.

27
28 While the \$2,500,000 is not enough funding to complete any one of the three access
29 enhancement projects; these funds have acted as seed money to support other external
30 revenues (grants). The City is continuing to pursue funding to roll funds forward.

31
32 **Quasi-Judicial Process**

33 Consideration of the First Amendment to the Development and Access Enhancement
34 Agreement for Lynnwood Link Extension is a quasi-judicial matter. The process requires
35 a more formal procedure than a legislative public hearing. As part of the quasi-judicial
36 hearing process, the Council is should ask their questions to staff on July 5, 2021 after
37 which the staff will provide written responses to the questions at the public hearing on
38 July 12, 2021. Council will be able to ask additional questions as part of the public
39 hearing. This will assist in documenting Council questions and Staff responses as part of
40 the proceedings.

41
42 **Staff Analysis**

43 Sound Transit and Lynnwood City Staff agree that the conflict was an error. If the error is
44 not corrected, the delay may impact the project delivery of the access enhancement. To

1 correct the error, the City Council must approve an amendment to the development
2 agreement through a public hearing.

3

4 **Environmental Compliance**

5 Sound Transit is the Lead Agency for Lynnwood Link Extension. An Environmental
6 Impact Statement (EIS) has been prepared for light rail project. The amendment to the
7 agreement does not impact the findings of the EIS.

8

9 **Next Steps**

10 On July 12, 2021 the City Council will hold a public hearing. During the hearing, City
11 Staff will enter this memorandum and attachments into the record.



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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AND ACCESS ENHANCEMENTS FUNDING AGREEMENT BETWEEN THE CITY AND CENTRAL PUGET SOUND REGIONAL TRANST AUTHORITY REGARDING THE LYNNWOOD LINK LIGHT RAIL EXTENSION PROJECT; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 36.70B RCW authorizes local governments to enter into voluntary development agreements with property owners in order to specify development standards or regulations for the property, and to specify mitigation measures to be provided with development; and

WHEREAS, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes; and

WHEREAS, the Growth Management Act (RCW 36.70A) requires the City to plan for and encourage regional high capacity transportation facilities such as the Lynnwood Link Light Rail Extension Project (RCW 36.70A.020) and to accommodate within the City such essential public facilities (RCW 36.70A.200); and

WHEREAS, Central Puget Sound Regional Transit Authority (“Sound Transit”) is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties; and

WHEREAS, on April 8, 2019, the Lynnwood City Council passed Ordinance 3331 approving the Development and Access Enhancements Funding Agreement between the City of Lynnwood and the Central Puget Sound Regional Transit Authority (the “Agreement”); and

WHEREAS, on June 10, 2019, the Parties executed the Agreement; and

WHEREAS, Parties desire to amend the Agreement to provide consistency in the level of effort necessary to obtain Sound Transit Board approval for any of the Access Enhancement Projects; and

34 WHEREAS, on July 12, 2021, the City Council held a duly noticed public hearing on the
35 proposed First Amendment to the Development Agreement and Access Enhancements Funding
36 Agreement between the City of Lynnwood and the Central Puget Sound Regional Transit
37 Authority regarding the Lynnwood Link Light Rail Extension Project; and

38 WHEREAS, the City Council has determined that the provisions of this Ordinance
39 further the public health, safety and welfare, and are in the best interests of the City;

40 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD DO
41 ORDAIN AS FOLLOWS:

42 **Section 1.** The First Amendment to the Development Agreement and Access Enhancements
43 Funding Agreement between the City of Lynnwood and the Central Puget Sound Regional
44 Transit Authority regarding the Lynnwood Link Light Rail Extension Project GA 0070-18,
45 attached hereto as **Exhibit A** (the “First Amendment”), is hereby approved.

46 **Section 2.** The Mayor or her designee is authorized to finalize, conform and execute the First
47 Amendment and administer the provisions of this Ordinance consistent with the Agreement, as
48 amended by the First Amendment.

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

53 **Section 4.** This Ordinance or a summary thereof consisting of the title shall be published in the
54 official newspaper of the City, and shall take effect and be in full force five (5) days after
55 publication.

56 PASSED BY THE CITY COUNCIL, the _____ day of _____, 2021.

57
58 APPROVED:

59
60 _____
61 Nicola Smith, Mayor

62
63
64
65 ATTEST/AUTHENTICATED:

66
67 _____
68 Karen Fitzthum, City Clerk
69
70
71
72
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74 APPROVED AS TO FORM:

75

76

77 _____
Rosemary Larson, City Attorney

78

79

80 FILED WITH ADMINISTRATIVE SERVICES: _____

81 PASSED BY THE CITY COUNCIL: _____

82 PUBLISHED: _____

83 EFFECTIVE DATE: _____

84 ORDINANCE NUMBER: _____

DRAFT

85
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Exhibit “A”

**First Amendment to the
Development and Access Enhancements Funding Agreement**

**FIRST AMENDMENT TO THE
DEVELOPMENT AND ACCESS ENHANCEMENTS FUNDING AGREEMENT
BETWEEN THE CITY OF LYNNWOOD AND
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
REGARDING THE LYNNWOOD LINK LIGHT RAIL EXTENSION PROJECT
GA 0070-18**

This FIRST AMENDMENT TO THE DEVELOPMENT AND ACCESS ENHANCEMENTS FUNDING AGREEMENT (“First Amendment”) is made by and between the City of Lynnwood, a Washington municipal corporation (the “City”) and the Central Puget Sound Regional Transit Authority (“Sound Transit”) for the purposes set forth below. The City and Sound Transit are collectively referred to as “Parties” or individually as a “Party”.

RECITALS

A. The Parties entered into the Development and Access Enhancements Funding Agreement between the City of Lynnwood and the Central Puget Sound Regional Transit Authority as of June 10, 2019 (the “Agreement”).

B. The Parties desire to amend the Agreement to provide consistency in the level of effort necessary to obtain Sound Transit Board approval for any of the Access Enhancement Projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Agreement as described below.

1. Section 4.6, Environmental Review, of the Agreement is hereby amended as follows:

The City is and shall serve as the “Lead Agency” for purposes of any required compliance with the State Environmental Policy Act (SEPA), Ch. 43.21C RCW, of both the Access Enhancement Projects and any other projects undertaken pursuant to Section 4 this Agreement. Where such environmental review has not been completed the City shall coordinate environmental review with Sound Transit, and provide Sound Transit with the opportunity for design review and coordination through construction of said improvements.

~~Prior to receiving Sound Transit Board approval for any of the Access Enhancement Projects, the City shall complete the required environmental documentation for SEPA and design and obtain the necessary permits to construct the Access Enhancement Projects.~~ The City will coordinate with Sound Transit in preparing environmental documents to ensure that SEPA review is adequate to support funding from Sound Transit dollars toward the Access Enhancement Projects. Sound Transit will cooperate with the City to complete the environmental documentation and secure the required permits but shall not be required to incur out of pocket costs (such as non-staff time) in connection with its efforts without the City providing reimbursement or a credit consistent with this Agreement. Nothing in this Section

4.6 shall be interpreted to amend the City's agreement to use the SEPA documentation for the Project unchanged in accordance with Section 3 of the Permitting Agreement.

2. Unless expressly revised by this First Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged by this First Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has executed this First Amendment by having its authorized representatives affix her or his name in the appropriate space below:

SOUND TRANSIT

CITY OF LYNNWOOD

By: _____
Kimberly Farley, Deputy Chief Executive Officer

By: _____
Nicola Smith, Mayor

Date: _____

Date: _____

Authorized by Motion No.

Approved as to form:

By: _____
Mattelyn Tharpe, Legal Counsel 1

Quasi-Judicial Process

In general, a development agreement is a contract between the City and a landowner/developer that specifies standards and conditions that will govern the development of property. In Washington, state law specifically authorizes their use and provides a process for their approval. In Washington, state law specifically authorizes their use and provides a process for approval; RCW 36.70B.170-210. Accordingly, Lynnwood has adopted a procedure of approval of development agreements; Chapter 21.29 LMC. Both state law and the City code require a public hearing before the approval of such an agreement. The City Council is the body that conducts the public hearing on the agreement, and approves the agreement.

Typically, Council considers items in their capacity as a legislative body. The Council's consideration of the First Amendment to the Development and Access Enhancement Agreement with Sound Transit for Lynnwood Link Extension will be a quasi-judicial process. It is the City's consideration of an application by a specific property owner to determine the manner and extent to which the owner may develop a specific parcel of land. Because the agreement will govern the development of specific property and direct conditions that will be imposed on the specific development, the City must treat the hearing process as "quasi-judicial."

Council will be the ultimate decision-maker on the development agreement. To protect the appearance of fairness and due process concerns associated with the quasi-judicial decision-making process, interested parties should have the opportunity to provide input at the appropriate times, and at least to be present for the Council's pre-hearing discussion regarding the matter.

As the potential decision-makers, Council members must avoid comments, or questions, indicating "pre-judgement" of any issue. Discussion by the Council (or a quorum of the Council) regarding the specifics of potential provision for the development agreement, prior to the actual hearing, could cause legal issues in two ways:

1. Depending on the comments, it could trigger a claim by hearing participant that the appearance of fairness doctrine had been violated; and/or
2. If a quorum of the Council engages in that conduct, either collectively or serially, at it would raise an issue as to Open Public Meetings compliance.

The City Council will have the ultimate authority to approve or modify the terms of the development agreement, or to require different or additional terms, within legal parameters. The terms of the agreement must be consistent with state law and with existing City code and policies.

Councilmembers must not engage in hearing or collecting comments during this time and should rely on City Staff to collect and enter into the record during the Public Hearing. Public comments may be sent to Karl Almgren, City Center Program Manager at kalmgren@lynnwoodwa.gov.

CITY COUNCIL 11.B

CITY OF LYNNWOOD CITY COUNCIL

TITLE:

novo on 52nd Development Agreement - Public Hearing (2 of 3)

DEPARTMENT CONTACT: Ashley Winchell, Development and Business Services

SUMMARY:

The applicants of the novo on 52nd development seek a development agreement to provide flexibility regarding two development standards in exchange for public benefit.

PRESENTER:

David Kleitsch, Director; Ashley Winchell, AICP, Community Planning Manager; and Kristen Holdsworth, AICP, Senior Planner

ESTIMATED TIME:

45

BACKGROUND:

The City received applications for the redevelopment of the Whispering Pines multifamily apartments located at 18225 52nd Ave W. HASCO 52nd Avenue West LLC (HASCO) is the owner of the property. HASCO has contracted with Inland novo on 52nd Manager, LLC (Inland) to redevelop the site. The new development will be named "novo on 52nd." HASCO and Inland are seeking a development agreement to provide flexibility (for the maximum number of units allowed and the maximum height) in exchange for the public benefit of affordable housing. A development agreement is a quasi-judicial process.

SUGGESTED ACTION:

Hold public hearing on proposed novo on 52nd development agreement on July 12, 2021. Consider ordinance and development agreement on July 26, 2021.

PREVIOUS COUNCIL ACTIONS:

On April 19, 2021, Council received an FYI Memorandum with the Work Session materials.

On July 6, 2021, staff provided a briefing on the proposed development agreement.

FUNDING:

Processing development agreements is part of the DBS annual work plan.

VISIONS AND PRIORITIES ALIGNMENT:

- To be a welcoming city that builds a healthy and sustainable environment.
- To be a city that is responsive to the wants and needs of our citizens.

DEPARTMENT ATTACHMENTS

Description:

[Council Briefing Staff Report 07.12.21.pdf](#)

[Attachment 1 - novo on 52nd DA Hearing PPT Slides.pdf](#)

[Attachment 2- Site Plan and Building Elevations.pdf](#)

[Attachment 3- Summary of Required Permits and Approvals.pdf](#)

[Attachment 4- DA Process.pdf](#)

[Attachment 5 - Development Agreement Request.pdf](#)

[Attachment 6- Response to Council Questions Inland Responses.pdf](#)

[Development Agreement novo on 52nd_06.30.21.pdf](#)

[Ordinance novo on 52nd DA_06.30.21.pdf](#)

Topic: novo on 52nd Development Agreement**Staff Report**

- Public Hearing
- Work Session
- Other Business
- Information
- Miscellaneous

Staff Contacts:

Kristen Holdsworth, AICP, Senior Planner

Ashley Winchell, AICP, Community Planning Manager

Summary

On July 12, 2021, Council will hold a public hearing to consider the proposed novo on 52nd Development Agreement.

The Development and Business Services (DBS) Department is reviewing applications to redevelop the Whispering Pines multifamily apartments located at 18225 52nd Ave W. The new development will be named “novo on 52nd.”

HASCO 52nd Avenue West LLC (HASCO) is the owner of the property. HASCO has contracted with Inland novo on 52nd Manager, LLC (Inland) to redevelop the site. HASCO and Inland are seeking a development agreement as part of the project. The proposed development agreement will provide flexibility of development standards in exchange for the public benefit of affordable housing. Development agreements are decided by Council through a quasi-judicial process.

Site Information

The proposed development is located at 18225 52nd Ave W, and is currently developed as Whispering Pines Apartments. The site is approximately 12.11 acres and is zoned Multiple Family Residential Medium (RMM). The Comprehensive Plan Future Land Use (FLU) designation is Medium Density (MF-2). The apartments onsite are income-restricted for households earning 60% or less of the area median income (AMI).

The apartments were originally constructed in 1968. The existing structures, building systems, and underlying infrastructure are reaching the end of their useful economic life and are becoming costly to maintain.

HASCO is proposing to redevelop the Whispering Pines apartments because the buildings are 50-years old and have reached their life expectancy. HASCO has determined the cost of repairing and maintaining the life safety elements of buildings and infrastructure onsite is not cost effective given its age and the extent of work needed.

In 2018, HASCO applied for a Comprehensive Plan amendment and concurrent rezone to redevelop the site with a higher density. The community raised concerns on how the proposed redevelopment may impact adjoining single-family neighborhood located to the east. In 2019, after several revisions and public hearings, Council denied the Comprehensive Plan and rezone request.

HASCO desires to redevelop and improve the property for continued use as a multifamily residential site with income restricted units that meet the needs of the community and consider the surrounding neighborhood context. The current proposal for Council consideration does not require or include any changes to the Comprehensive Plan or zoning designation.

Proposed novo on 52nd Development

On March 24, 2021, Inland submitted applications on behalf of HASCO to construct novo on 52nd. The development includes construction of 242 residential units in 16 buildings, over 20,000 square feet of outdoor amenity areas, over 6,000 square feet of indoor community areas, and 399 off-street parking spaces in garages, carports and uncovered surface stalls. The proposed multifamily units will be income-restricted for households earning 60% or less of the area median income. The income-restriction will last for 35 years in the form of a restrictive covenant.

The following table includes information about the number of units and parking spaces over time; from its original construction, what currently exists, and what is proposed.

| | Original Construction (1968) | Present (2021) | Proposed Development (novo on 52nd) |
|-------------------|-------------------------------------|-----------------------|---|
| Residential Units | 246 | 240 | 242 |
| Parking Spaces | 356 | 356 | 399 |

A site plan and example building elevations are provided as **Attachment 2**. The applicant has indicated that the proposal will comply with current Comprehensive Plan requirements. The applicant is not requesting any changes to the Comprehensive Plan or a rezone.

Several approvals are required for this development. The development agreement (discussed in greater detail in the next section of this staff report) is decided by City Council through a quasi-judicial process with a public hearing. The land use and associated construction permits are administrative decisions. For additional information about permits refer to **Attachment 3**.

Development Agreement

Overview of Development Agreements

The applicant seeks a development agreement, which is a contract between the City and the landowner/developer that specifies the standards and conditions that will govern the development of property. Development agreements are decided by City Council through a quasi-judicial process with a public hearing (Chapter 21.29 LMC). Please refer **Attachment 4** for additional information about the development agreement quasi-judicial process.

The development agreement is a tool that provides flexibility without requiring a rezone. A rezone of the site would allow significantly more density and height than the applicant is requesting.

Applicant Requests for Flexibility

The applicant seeks flexibility to increase the allowed Multiple Family Residential Medium (RMM) zone density and height standards while maintaining compliance with the Comprehensive Plan. The Lynnwood Municipal Code development standards for the RMM zone are located in Table 21.42.02. The applicant has provided a cover letter and supplemental information summarizing the project scope and the requests (**Attachment 5**). Below is a summary of the requests:

1. Density

The applicant requests flexibility to prevent the loss of income-restricted units. The RMM zone requires 2,400 square feet of lot area per dwelling unit, which equates to 18 dwelling units per acre. Only 219 units would be allowed on this site, resulting in a net loss of 21 multifamily income-restricted units from what currently exists.

The site's Comprehensive Plan Future Land Use Designation is Medium Density (MF-12), which allows densities between 12-20 units per acre. For this site, a maximum density of 20 units per acre would equate to 242 units.

The applicant proposes to develop the site at 20 dwelling units per acre (242 units), which is the maximum allowed density under the Comprehensive Plan.

2. Height

The applicant seeks an additional 3 feet of building height for nine residential buildings. The maximum building height in the RMM zone is 35 feet. Typically, three-story structures are 30 to 40 feet high. The applicant seeks flexibility to construct three-story buildings with a maximum height of 38 feet. The three-story buildings are located primarily along 52nd Ave W and away from the eastern and southern property boundaries, which abut single family residences and mobile

home parks. The applicant proposes an additional seven residential buildings along the eastern and southern property edges. These buildings will be two-story carriage houses significantly less than 35 feet high. This will provide a transition between the neighboring properties and the three-story buildings.

The applicant has indicated that they have worked with the neighboring community members on design of this development. Additional information is available in **Attachment 5**.

Decision Criteria

In accordance with LMC 21.29.200, Council may enter into a development agreement if specific criteria are met. Staff have reviewed the proposed development agreement and find that it meets the criteria.

1. The development agreement must be consistent with the comprehensive plan and any applicable subarea plan;

Staff evaluation: The proposal is consistent with the City's Comprehensive Plan, which identifies densities of the MF-2 future land use designation to be a maximum of 20 units per acre. The Comprehensive Plan does not specifically limit the height of structures.

2. The agreement must provide public benefits, including but not limited to those provided LMC 21.29.200(C), that would not otherwise be achieved under the code;

LMC 21.29.200(C)(2) identifies affordable housing as a public benefit. It requires that the development agreement identify the range of income qualifications, number of units, and term length. The development agreement provides flexibility to density and height development standards in exchange for the construction of 242 income-restricted units available to households earning up to 60% of the area median income. The length of this income-restriction is 35 years. Development agreement includes provisions to demonstrate compliance.

3. The city council determines the agreement serves the public interest, including but not limited to achieving the comprehensive plan and any applicable subarea plan policies;

Staff evaluation: The applicant has worked with surrounding community members to create building styles that are aesthetically pleasing, provide a transition between different housing styles, and promote a sense of place. The increase in height only applies to nine of the sixteen buildings,

which are farthest away from the existing single family and mobile home units.

In addition, the proposed development agreement is consistent with the City's **Housing Action Plan** (adopted May 24, 2021) and efforts to provide housing options that are safe and affordable for all.

The **2020 Lynnwood Housing Needs Assessment** found that 40% of households in the city are cost-burdened, compared to 33% of households in Snohomish County. It also found that many Lynnwood households qualify for housing assistance but lack access to subsidized housing due to a shortfall in available units and vouchers.

If the development agreement is approved, it will provide the opportunity for 2 additional income-restricted units to be constructed in Lynnwood. If it is not approved and the development is subject to the LMC development standards, it will result in a net loss of 21 income-restricted units.

The proposed development agreement supports the City's vision to be a welcoming city that builds a healthy and sustainable environment. It also supports the City's vision to be a city that is responsive to the wants and needs of our citizens.

4. The property is not zoned single-family residential; and
Staff Evaluation: The property is zoned RMM, which is not a single-family zone.
5. The agreement must be consistent with the purpose of Chapter 21.29 LMC (the development agreement chapter).
Staff Evaluation: LMC 21.29.010 identifies the purpose of the development agreement chapter as follows:

Certainty in the development review process can significantly encourage development or redevelopment of real property. This certainty is especially important for large-scale or multiphase developments that take years to complete and that require substantial financial commitments at an early stage. The city may, when appropriate, enhance certainty by entering into a development agreement with a project sponsor that addresses the "ground rules" for review of the development application and construction of the project. A development agreement provides the opportunity for the city and the developer to agree on the scope and timing of the project, applicable regulations and requirements, mitigation requirements and other matters relating to the development process. A development agreement promotes the general welfare by balancing the public and private interests, providing reasonable certainty for a development project, and

addressing other matters, including reimbursement over time for the financing of public facilities.

The Developer intends to construct housing available for households earning 60% or less of the Area Median Income. Financing projects with deeper levels of affordability than market rate housing requires substantially more complex financing mechanisms and funding streams. The development agreement provides additional certainty for the Developer as they prepare to redevelop the site. The development promotes the general welfare by increasing the safety of the housing units onsite and preventing the net loss of income restricted units in Lynnwood. The proposed development agreement is consistent with the purpose of Chapter 21.29 LMC.

Public Comments

On June 18, 2021, the City issued a notice of public hearing in accordance with LMC 21.29.040 and 050. As of July 7, 2021 (when Council materials are due), no public comments have been received related to the development agreement.

PREVIOUS COUNCIL ACTIONS:

- On April 19, 2021, Council received an FYI Memorandum with the Work Session materials.
- On July 6, 2021, staff provided a briefing on the proposed development agreement. A response to Council comments and questions is included as **Attachment 6**.

Staff Recommendations

1. Hold a public hearing on the proposed novo on 52nd development agreement.
2. Adopt the proposed ordinance and development agreement (**Attachments 7 and 8**).

Next Steps

Council will have the opportunity to consider the proposed ordinance and development agreement on July 26, 2021.

Attachments

1. Presentation Slides
2. Site Plan and Example Building Elevations
3. Summary of Required Permits and Approvals
4. Development Agreement Quasi-Judicial Process
5. Applicant's Development Agreement Request
6. Response to Council Questions
7. Draft Ordinance
8. Draft Development Agreement

novo on 52nd Development Agreement

Council Hearing
July 12, 2021

Kristen Holdsworth, AICP,
Senior Planner



LYNNWOOD
WASHINGTON

A great deal more



Site Overview

Site Information

| | |
|---|--|
| Location | 18225 52 nd Ave W (Highway 99 and 52 nd) |
| Size (area) | 12.11 acres (527,511 square feet) |
| Future Land Use Comprehensive Plan Designation | <ul style="list-style-type: none">• Medium Density (MF-2)• Allows 12-20 dwelling units per acre |
| Zoning | <ul style="list-style-type: none">• Multiple Family Residential Medium (RMM)• Allows 18 dwelling units per acre |



Existing Development

- Whispering Pines Apartments – 240 units and 356 parking spaces, built in 1968
- Structures and development are at end of useful life



novo on 52nd

Project Overview

- 242 income-restricted units in 16 buildings
- Amenities – club house, BBQ, pool, sport court, playground, community garden
- 399 parking spaces

Comparison

| | Original Construction (1968) | Present (2021) | Proposed Development (novo on 52 nd) |
|-------------------|------------------------------|----------------|--|
| Residential Units | 246 | 240 | 242 |
| Parking Spaces | 356 | 356 | 399 |

Approval Process

- SEPA Determination of Nonsignificance (DNS) – issued June 11, 2021
- **Council Consideration – Development Agreement**
- Administrative Process – Project Design Review (PDR); Administrative Parking Reduction (PAR); Critical Areas; and future associated construction permits



Development Agreement

Overview

- Contract that specifies standards and conditions of development
- Provides flexibility and public benefits
- Quasi-judicial process with public hearing
- Staff will record questions and provide written response for the record at the Public Hearing
- Applicant will present at the public hearing

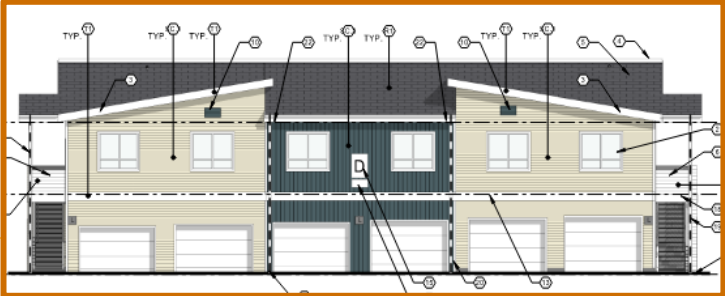
Flexibility Requested

1. Density

Applicant requests flexibility to develop at a density allowed under the Comprehensive Plan

| | RMM Zone (LMC) | MF-2 (Comprehensive Plan) | Applicant Proposal |
|---------------------------------|-------------------|------------------------------|--------------------|
| Density (Dwelling Unit/Acre) | 18.15 | 12-20 | 20 du/acre |
| Number of Dwelling Units | 219 | 145 -242 units | 242 |

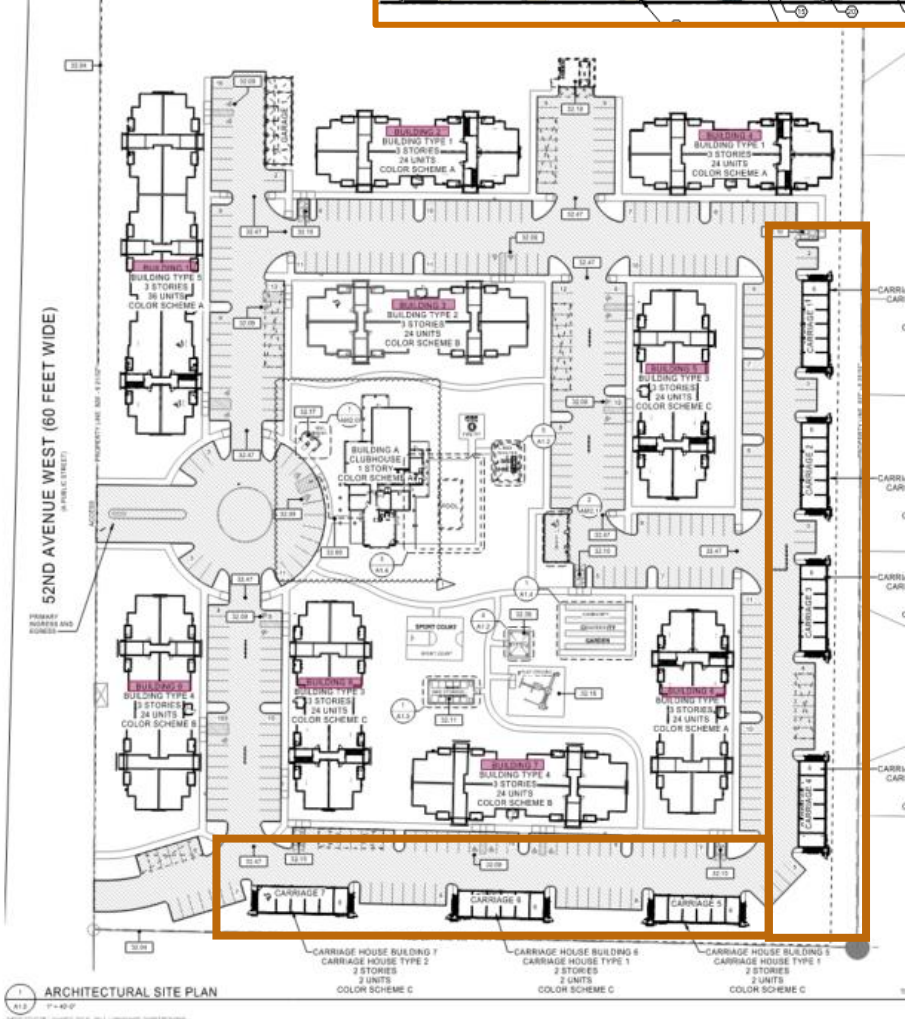
Flexibility Requested



2. Height



Applicant is requesting 3 additional feet in building height (38 feet total) for nine buildings



Decision Criteria (LMC 21.29.200)

1. The development agreement must be **consistent with the comprehensive plan** and any applicable subarea plan;
2. The agreement must provide **public benefits**, including but not limited to those provided LMC 21.29.200(C), that would not otherwise be achieved under the code;
3. The city council determines the agreement **serves the public interest**, including but not limited to achieving the comprehensive plan and any applicable subarea plan policies;
4. The property is **not zoned single-family** residential; and
5. The agreement must be **consistent with the purpose of Chapter 21.29 LMC** (the development agreement chapter).

Next Steps

- **July 26 – Council Action**

Thank You

Kirsten Holdsworth, AICP

Senior Planner

kholdsworth@lynnwoodwa.gov

425-670-5409

GENERAL NOTES

- A. SITE PLAN FOR REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR ACCURATE LOCATIONS OF EXISTING AND PROPOSED ABOVE GROUND AND UNDERGROUND UTILITIES, FOR EXISTING AND FUTURE PRIVATE ROAD AND RIGHT OF WAY IMPROVEMENTS, AND FOR EXISTING AND PROPOSED EASEMENTS.
- B. REFER TO LANDSCAPE DRAWINGS FOR ALL PROPOSED PLANTING, IRRIGATION AND SITE LIGHTING INFORMATION.
- C. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING AND PHOTOMETRICS.
- D. REFER TO ELEVATIONS ON SHEETS AS.0-A5.8, AC5.1-AC5.2, AND AG2.0-AG2.2 FOR TYPICAL FINISHES AND DESIGN INTENT.
- E. REFER TO ELEVATIONS ON SHEETS AS.0-A5.8, AC5.1-AC5.2, AND AG2.0-AG2.2 FOR HEIGHT OF PROPOSED STRUCTURES.

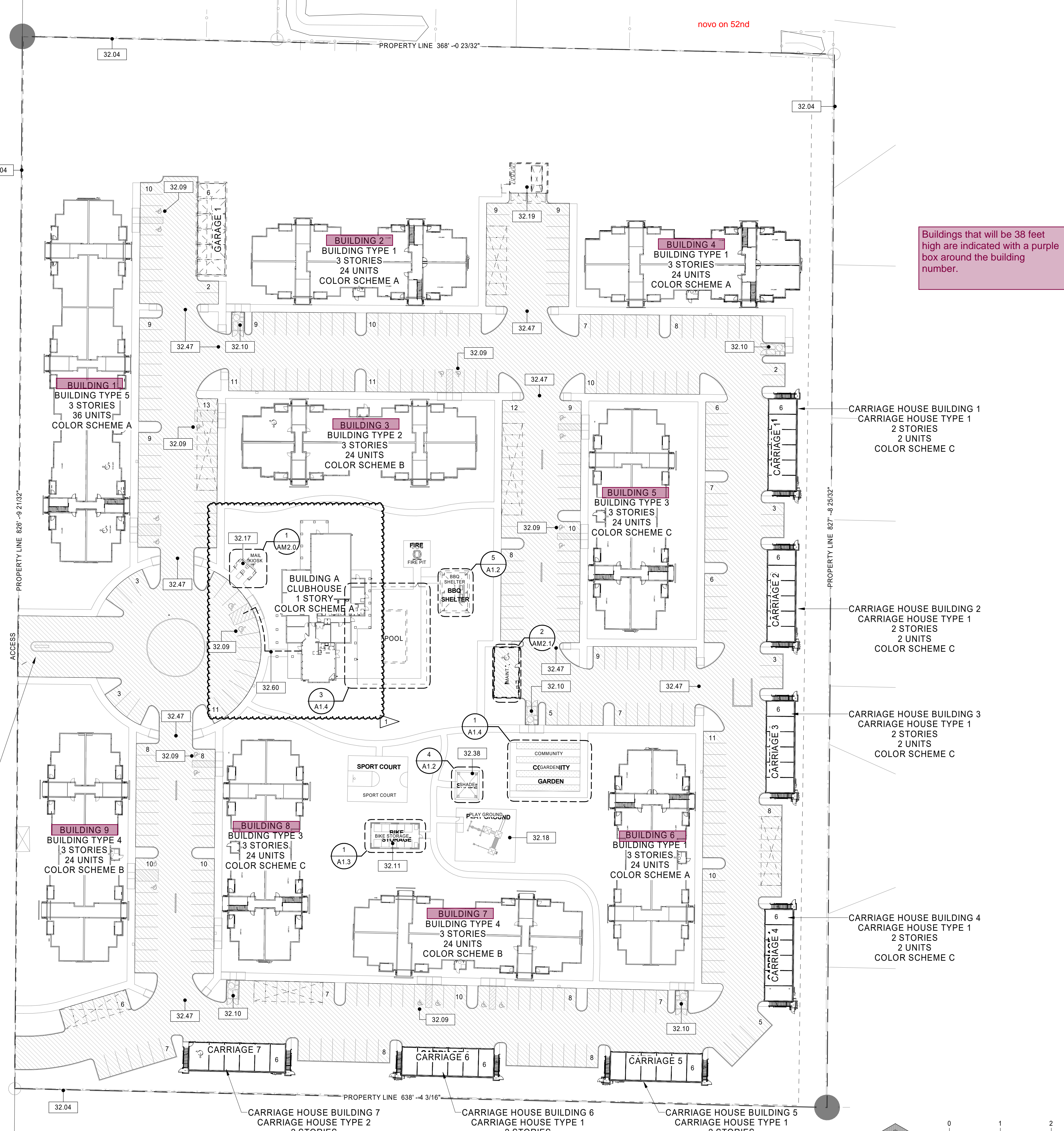
KEYNOTES

- 32.04 PROPERTY LINE.
- 32.09 ACCESSIBLE PARKING STALL, TYP., RE: 3/A1.1.
- 32.10 TRASH ENCLOSURE AND SCREENING PER SITE DESIGN STANDARDS, RE: 6/A1.1.
- 32.11 BICYCLE STORAGE, RE: A1.3.
- 32.17 MAIL KIOSK, RE: AM2.0.
- 32.18 PLAY GROUND, PROVIDE (1) AGE 5-12 PLAY AREA WITH KIDSTALE MODEL KP-31932 OR APPROVED EQUAL. CONFIRM ACCESSIBILITY REQUIREMENTS WITH EQUIPMENT PROVIDER. COORDINATE WITH OWNER FOR PREFERRED LOCATION, RE: A1.1 AND A1.2 FOR CURB AND FENCING DETAIL. PROVIDE ADA BENCH IN PLAY AREA AND ACCESSIBLE CONCRETE RAMP (1:12 MAX SLOPE) FROM CONCRETE PATH TO PLAY SURFACE LEVEL, RE: 3/A1.2. PROVIDE OPENING IN FENCE AT SIDEWALK CONNECTION, RE: A1.1 AND A1.2.
- 32.19 TRASH COMPACTOR ENCLOSURE AND SCREENING PER SITE DESIGN STANDARDS, RE: 11/A1.1. SEE AP2.1 IN THE AMENITIES PLAN FOR FURTHER INFORMATION.
- 32.38 10'X20' PICNIC SHELTER, RE: 4/A1.2. SEE AP2.0 IN THE AMENITIES HANDBOOK FOR FURTHER INFORMATION.
- 32.47 SCORED CONCRETE PEDESTRIAN CROSSING.
- 32.60 DASHED LINE INDICATES ACCESSIBLE ROUTE TO LEASING OFFICE/CLUBHOUSE

Buildings that will be 38 feet high are indicated with a purple box around the building number.

52ND AVENUE WEST (60 FEET WIDE)
(A PUBLIC STREET)

PRIMARY INGRESS AND EGRESS



CARRIAGE HOUSE BUILDING 1
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

CARRIAGE HOUSE BUILDING 2
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

CARRIAGE HOUSE BUILDING 3
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

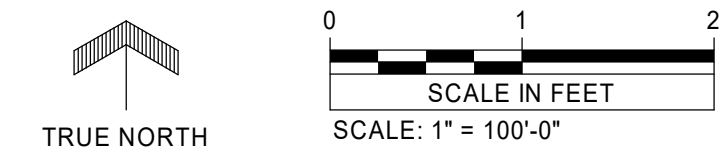
CARRIAGE HOUSE BUILDING 4
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

CARRIAGE HOUSE BUILDING 7
CARRIAGE HOUSE TYPE 2
2 STORIES
2 UNITS
COLOR SCHEME C

CARRIAGE HOUSE BUILDING 6
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

CARRIAGE HOUSE BUILDING 5
CARRIAGE HOUSE TYPE 1
2 STORIES
2 UNITS
COLOR SCHEME C

1 ARCHITECTURAL SITE PLAN
A1.0 1" = 40'-0"



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

LYNNWOOD, WA
INLAND GROUP
novo on 52nd

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DESIGN REVIEW /
SEPA SUBMITTAL

06.04.2021
DRAWN BY | MS
CHECKED BY | PG
REVISIONS
1 06.04.2021 DR COMMENTS

ARCHITECTURAL SITE
PLAN

A1.0





1 BUILDING TYPE 2 - FRONT ELEVATION
 A5.2 1/8" = 1'-0"



2 BUILDING TYPE 2 - REAR ELEVATION
 A5.2 1/8" = 1'-0"

GENERAL NOTES

- A. APARTMENT BUILDING FLOOR HEIGHTS AND PLATE HEIGHTS SHOWN IN REFERENCE TO THE LOWEST UNIT SLAB LEVEL (0'-0"). VERIFY ACTUAL HEIGHTS IN RELATION TO THE SITE GRADING W/ CIVIL DRAWINGS.
- B. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
- C. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS, 2018 IBC REQUIREMENTS AND PER GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
- D. VERIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
- E. SUB-CONTRACTORS TO PROVIDE 12" X 12" MIN. SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- F. ALL UTILITIES TO BE SCREENED OR BELOW GRADE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
- G. SEE FLOOR PLANS FOR WINDOW TYPES.
- H. PROVIDE KNOX BRAND SECURITY KEY BOX IN ACCORDANCE W/ IFC SECTION 506.1. MOUNT 5'-6" ABOVE FINISHED GRADE AT LOCATION ON WALL ADJACENT TO ENTRY TO FIRE RISER ROOM. VERIFY LOCATION W/ LOCAL FIRE DEPARTMENT.
- I. ADDRESS LABELING PER A0.2. LETTERING TO MEET REQUIREMENTS OF SECTION 505.1 OF THE IFC. VERIFY LOCATION OF LABELS W/ LOCAL FIRE DEPARTMENT.
- J. REFER TO DRAWING SHEET A5.0 FOR MATERIALS FINISH LEGEND.

EXT. ELEVATION KEY NOTES: (AS APPLICABLE)

- 1. FINISH GRADE, SLOPE AWAY FROM BUILDING AT 2% MIN
- 2. VINYL FRAME WINDOW PER SCHEDULE
- 3. PAINTED SMART BOARD FASCIA - PAINT WHITE
- 4. CONTINUOUS RIDGE VENT, MATCH ROOF COLOR; RE: ROOF PLANS
- 5. ARCHITECTURAL LAMINATED FIBERGLASS ROOF SHINGLES
- 6. ALIGN LAPPED SIDING ON GUARDRAIL W/ ADJACENT LAPPED SIDING
- 7. VINYL-FRAMED SLIDING GLASS DOOR
- 8. ELECTRICAL METERS, SWITCHGEAR, AND HOUSE PANEL. VERIFY EXACT LOCATION W/ UTILITY AND ELECTRICAL DRAWINGS. RE: A4.5 FOR FURR WALL DETAILS.
- 9. METAL GUARDRAIL, RE: A8.0 AND A8.1
- 10. METAL GABLE INTAKE LOUVER. PROVIDE NET FREE AIR PER ATTIC VENTILATION CALCULATIONS, PAINT TO MATCH ADJACENT FINISH.
- 11. PREFINISHED METAL GUTTER AND DOWNSPOUT. COORDINATE W/ CIVIL PLANS FOR CONTINUATION. ATTACH TO VINYL BLOCK ONLY.
- 12. VINYL GABLE VENT. MATCH ADJACENT COLOR
- 13. PAINTED 4" TALL X 5/4" THICK SMART BOARD TRIM BELLY BAND. RE: 15/A10.1
- 14. FRAME IN WALL BETWEEN LANDING AND ROOF BELOW
- 15. NOT USED.
- 16. PROVIDE 4" X 8" SMART TRIM SIDING W/ PAINTED SMART TRIM AROUND SIDING BEHIND COMM. & ELECTRICAL EQUIPMENT. COORDINATE HEIGHT W/ EQUIPMENT.
- 17. NOT USED.
- 18. DECK FASCIA TO BE 12" SMART TRIM
- 19. DECK POSTS TO BE PAINTED GLB
- 20. PROVIDE SMART TRIM BACKER ATTACHED TO SIDING IN BED OF SEALANT TO RECEIVER DOWNSPOUT STRAPS. PAINT TO MATCH ADJACENT FINISH.
- 21. OMIT WINDOW AT ELECTRICAL METERS. VERIFY EXACT LOCATION WITH UTILITY AND ELECTRICAL DRAWINGS.

APARTMENT BUILDING MATERIALS

| | | | | | | | | | | | |
|---|--|--|--|--|--|---|--|--|--|--|--|
| <p>COLOR SCHEME A</p> <p>4" VINYL LAPPED SIDING PLYGEM: DESERT SAND SA.1</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: RED BRICK SA.3</p> <p>ASPHALT COMP. SHINGLES FIELD COLOR: CHARCOAL GREY R1</p> | | <p>COLOR SCHEME B</p> <p>5" VINYL LAPPED SIDING PLYGEM: WHITE SA.2</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: CHARCOAL GREY SA.4</p> <p>PAINTED TRIM ACCENT COLOR: WHITE T1</p> | | <p>COLOR SCHEME C</p> <p>4" VINYL LAPPED SIDING PLYGEM: VICTORIAN GREY SB.1</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: NEWPORT BAY SB.3</p> <p>ASPHALT COMP. SHINGLES FIELD COLOR: CHARCOAL GREY R1</p> | | <p>COLOR SCHEME D</p> <p>5" VINYL LAPPED SIDING PLYGEM: WHITE SB.2</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: QUIET WILLOW SB.4</p> <p>PAINTED TRIM ACCENT COLOR: WHITE T1</p> | | <p>COLOR SCHEME E</p> <p>4" VINYL LAPPED SIDING PLYGEM: ALMOND SC.1</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: NATURAL SLATE SC.3</p> <p>ASPHALT COMP. SHINGLES FIELD COLOR: CHARCOAL GREY R1</p> | | <p>COLOR SCHEME F</p> <p>5" VINYL LAPPED SIDING PLYGEM: WHITE SC.2</p> <p>METAL BOARD & BATTEN SIDING PLYGEM: MONTANA SUEDE SC.4</p> <p>PAINTED TRIM ACCENT COLOR: WHITE T1</p> | |
|---|--|--|--|--|--|---|--|--|--|--|--|

novo on 52nd - Apartment Exterior Finish Schedule - Scheme B

| Exterior Feature | Material | Anticipated Manufacturer | Color |
|---|-----------------------------|--------------------------|-----------------------------|
| Roof | Asphalt Composition Shingle | IKO Cambridge Shingles | Charcoal Grey |
| Roof Gutters & Downspouts | Sheet Metal | Custom | Color Match Ply-Gem White |
| Roof Fascia & Painted Trim | Wood | Smart Trim | Color Match Ply-Gem White |
| Belly Band | Wood | Smart Trim | Color Match Ply-Gem White |
| Entry & Patio/Deck Doors & Jambs | Metal | Smart Trim | Color Match Ply-Gem White |
| Deck, Breezeway, & Stair Ceilings | Skip Troweled GWB | | Color Match Ply-Gem White |
| Windows | Vinyl | Cascade Windows | White |
| SB.1: 5" Lap Siding | Vinyl | Ply-Gem | Victorian Grey |
| SB.2: 5" Lap Siding | Vinyl | Ply-Gem | White |
| SB.3: Steel B&B | Metal | Ply-Gem | Newport Bay |
| SB.4: Steel B&B | Metal | Ply-Gem | Quite Willow |
| Ventilated Soffit | Vinyl | Ply-Gem | White |
| Window Trim, & Deck Trim | Vinyl | Ply-Gem | White |
| Corner Trim | Vinyl | Ply-Gem | Match Adjacent Siding Color |
| Utility Vents, Gable Vents, & Mounting Blocks | Vinyl | Ply-Gem | Match Adjacent Siding Color |
| Stone Siding | Stone | Versetta Stone | Carved Block - Midnight |
| Metal Railings | Steel | Custom | Cardinal T006-BK5 Black |

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

BUILDING TYPE 2
 INLAND GROUP
 novo on 52nd

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DESIGN REVIEW /
 SEPA SUBMITTAL

03.10.2021
 DRAWN BY | PG
 REVISIONS

BUILDING TYPE 2 -
 EXTERIOR
 ELEVATIONS

A5.2

GENERAL NOTES

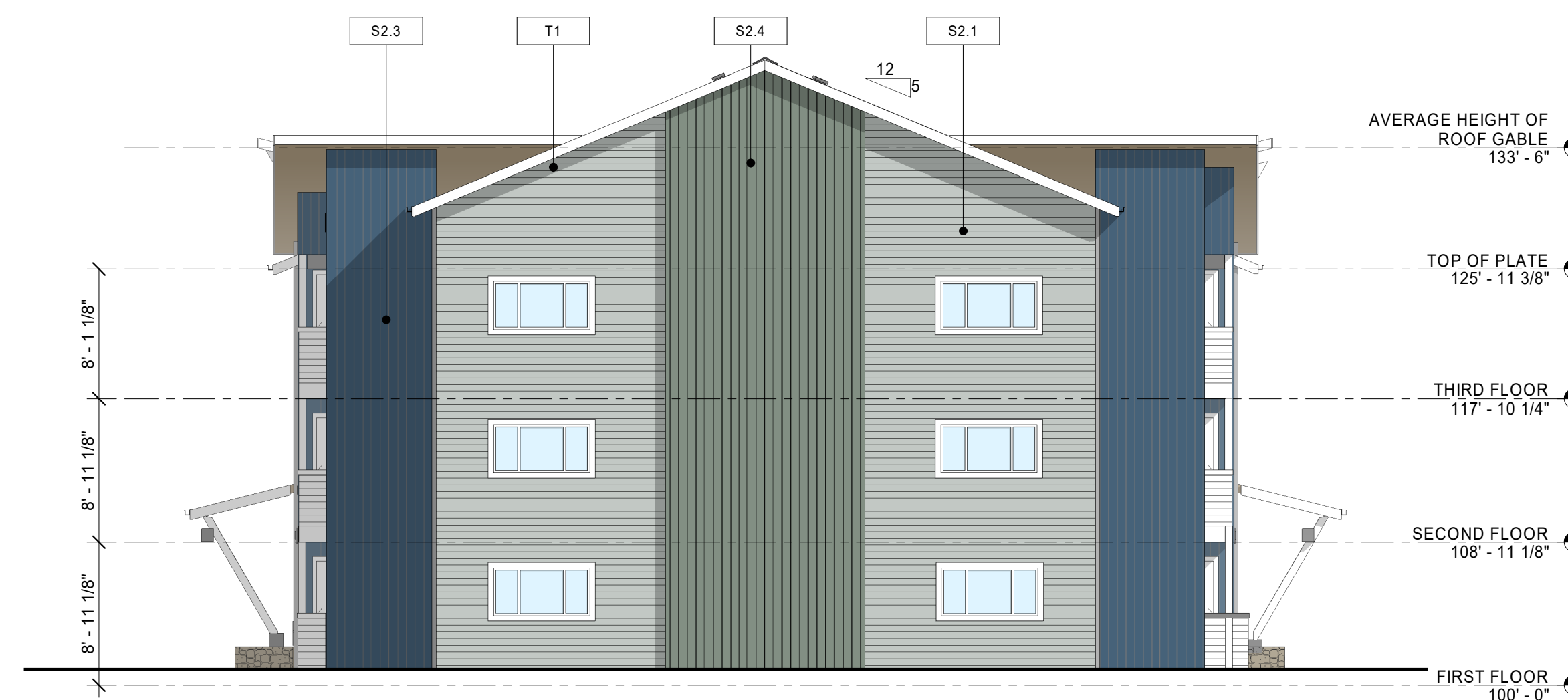
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- 6. ALIGN LAPPED SIDING ON GUARDRAIL W/ ADJACENT LAPPED SIDING
- 7. VINYL-FRAMED SLIDING GLASS DOOR
- 8. ELECTRICAL METERS, SWITCHGEAR, AND HOUSE PANEL. VERIFY EXACT LOCATION W/ UTILITY AND ELECTRICAL DRAWINGS. RE: A4.5 FOR FURR WALL DETAILS.
- 9. METAL GUARDRAIL, RE: A8.0 AND A8.1
- 10. METAL GABLE INTAKE LOUVER. PROVIDE NET FREE AIR PER ATTIC VENTILATION CALCULATIONS, PAINT TO MATCH ADJACENT FINISH.
- 11. PREFINISHED METAL GUTTER AND DOWNSPOUT. COORDINATE W/ CIVIL PLANS FOR CONTINUATION. ATTACH TO VINYL BLOCK ONLY.
- 12. VINYL GABLE VENT. MATCH ADJACENT COLOR
- 13. PAINTED 4" TALL X 5/4" THICK SMART BOARD TRIM BELLY BAND. RE: 15/A10.1
- 14. FRAME IN WALL BETWEEN LANDING AND ROOF BELOW
- 15. NOT USED.
- 16. PROVIDE 4" X 8" SMART TRIM SIDING W/ PAINTED SMART TRIM AROUND SIDING BEHIND COMM. & ELECTRICAL EQUIPMENT. COLOR TO MATCH ADJACENT SIDING. COORDINATE HEIGHT W/ EQUIPMENT.
- 17. NOT USED.
- 18. DECK FASCIA TO BE 12" SMART TRIM
- 19. DECK POSTS TO BE PAINTED GLB
- 20. PROVIDE SMART TRIM BACKER ATTACHED TO SIDING IN BED OF SEALANT TO RECEIVER DOWNSPOUT STRAPS. PAINT TO MATCH ADJACENT FINISH.
- 21. OMIT WINDOW AT ELECTRICAL METERS. VERIFY EXACT LOCATION WITH UTILITY AND ELECTRICAL DRAWINGS.



1 BUILDING TYPE 2 - END ELEVATION (NORTH)
A5.3 1/8" = 1'-0"



2 BUILDING TYPE 2 - END ELEVATION (SOUTH)
A5.3 1/8" = 1'-0"

APARTMENT BUILDING MATERIALS

COLOR SCHEME A

- 4" VINYL LAPPED SIDING
PLYGEM:
DESERT SAND SA.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SA.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
RED BRICK SA.3
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1

COLOR SCHEME B

- 4" VINYL LAPPED SIDING
PLYGEM:
VICTORIAN GREY SB.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SB.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
NEWPORT BAY SB.3
- METAL BOARD & BATTEN SIDING
PLYGEM:
CHARCOAL GREY SA.4
- METAL BOARD & BATTEN SIDING
PLYGEM:
QUIET WILLOW SB.4
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1

COLOR SCHEME C

- 4" VINYL LAPPED SIDING
PLYGEM:
ALMOND SC.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SC.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
NATURAL SLATE SC.3
- METAL BOARD & BATTEN SIDING
PLYGEM:
MONTANA SUEDE SC.4
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1

novo on 52nd - Apartment Exterior Finish Schedule - Scheme B

| Exterior Feature | Material | Anticipated Manufacturer | Color |
|---|-----------------------------|--------------------------|-----------------------------|
| Roof | Asphalt Composition Shingle | IKO Cambridge Shingles | Charcoal Grey |
| Roof Gutters & Downspouts | Sheet Metal | Custom | Color Match Ply-Gem White |
| Roof Fascia & Painted Trim | Wood | Smart Trim | Color Match Ply-Gem White |
| Belly Band | Wood | Smart Trim | Color Match Ply-Gem White |
| Entry & Patio/Deck Doors & Jambs | Metal | | Color Match Ply-Gem White |
| Deck, Brezeway, & Stair Ceilings | Skip Troweled GWB | | Color Match Ply-Gem White |
| Windows | Vinyl | Cascade Windows | White |
| SB.1: 5" Lap Siding | Vinyl | | Victorian Grey |
| SB.2: 5" Lap Siding | Vinyl | | White |
| SB.3: Steel B&B | Metal | | Newport Bay |
| SB.4: Steel B&B | Metal | | Quite Willow |
| Ventilated Soffit | Vinyl | | White |
| Window Trim, & Deck Trim | Vinyl | | White |
| Corner Trim | Vinyl | | Match Adjacent Siding Color |
| Utility Vents, Gable Vents, & Mounting Blocks | Vinyl | | Match Adjacent Siding Color |
| Stone Siding | Stone | Versetta Stone | Carved Block - Midnight |
| Metal Railings | Steel | Custom | Cardinal T006-BK5 Black |

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

BUILDING TYPE 2
INLAND GROUP
novo on 52nd

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DESIGN REVIEW /
SEPA SUBMITTAL

06.04.2021
DRAWN BY | PG

REVISIONS
1 06.04.2021 DR COMMENTS

BUILDING TYPE 2 -
EXTERIOR
ELEVATIONS

A5.3

GENERAL NOTES

- A. APARTMENT BUILDING FLOOR HEIGHTS AND PLATE HEIGHTS SHOWN IN REFERENCE TO THE LOWEST UNIT SLAB LEVEL (0'-0"). VERIFY ACTUAL HEIGHTS IN RELATION TO THE SITE GRADING W/ CIVIL DRAWINGS.
- B. ALL NOTES ON ELEVATIONS ARE TYPICAL AND APPLY TO ALL ELEVATIONS.
- C. ALL FINISH MATERIALS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS, 2015 IRC REQUIREMENTS AND PER GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
- D. VERIFY ALL FINISH MATERIAL SELECTION AND COLORS WITH OWNER PRIOR TO ORDERING AND INSTALLATION.
- E. SUB-CONTRACTORS TO PROVIDE 12" X 12" MIN. SAMPLE OF ALL FINISH MATERIALS FOR OWNER'S REVIEW AND ACCEPTANCE PRIOR TO CONSTRUCTION.
- F. ALL UTILITIES TO BE SCREENED OR BELOW GRADE. COORDINATE WITH MECHANICAL DRAWINGS AS REQUIRED.
- G. SEE FLOOR PLANS FOR WINDOW TYPES.
- H. PROVIDE KNOX BRAND SECURITY KEY BOX IN ACCORDANCE W/ IFC SECTION 506.1. MOUNT 5'-6" ABOVE FINISHED GRADE AT LOCATION ON WALL ADJACENT TO ENTRY TO FIRE RISER ROOM. VERIFY LOCATION W/ LOCAL FIRE DEPARTMENT.
- I. ADDRESS LABELING PER A02. LETTERING TO MEET REQUIREMENTS OF SECTION 505.1 OF THE IFC. VERIFY LOCATION OF LABELS W/ LOCAL FIRE DEPARTMENT.

CARRIAGE HOUSE MATERIALS

COLOR SCHEME A

- 5" VINYL LAPPED SIDING
PLYGEM:
DESERT SAND SA.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SA.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
RED BRICK SA.3
- METAL BOARD & BATTEN SIDING
PLYGEM:
CHARCOAL GREY SA.4
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1
- STONE SIDING
FIELD COLOR:
CARVED BLOCK:
MIDNIGHT ST

COLOR SCHEME B

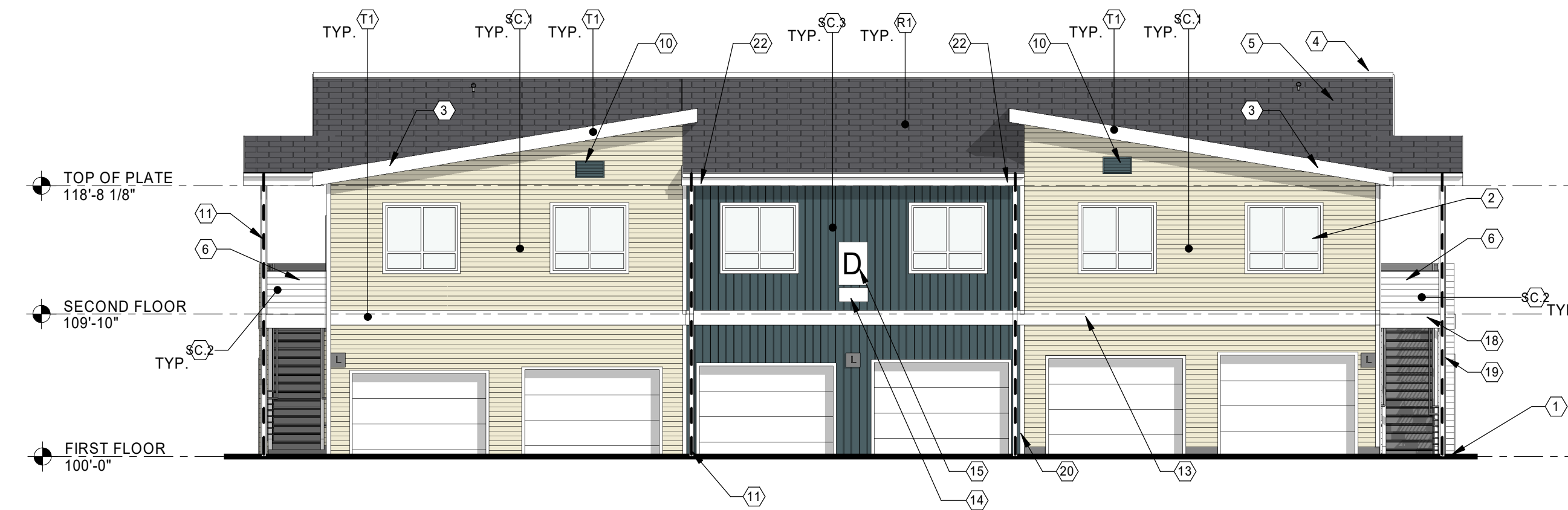
- 5" VINYL LAPPED SIDING
PLYGEM:
VICTORIAN GREY SB.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SB.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
NEWPORT BAY SB.3
- METAL BOARD & BATTEN SIDING
PLYGEM:
QUIET WILLOW SB.4
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1
- STONE SIDING
FIELD COLOR:
CARVED BLOCK:
MIDNIGHT ST

COLOR SCHEME C

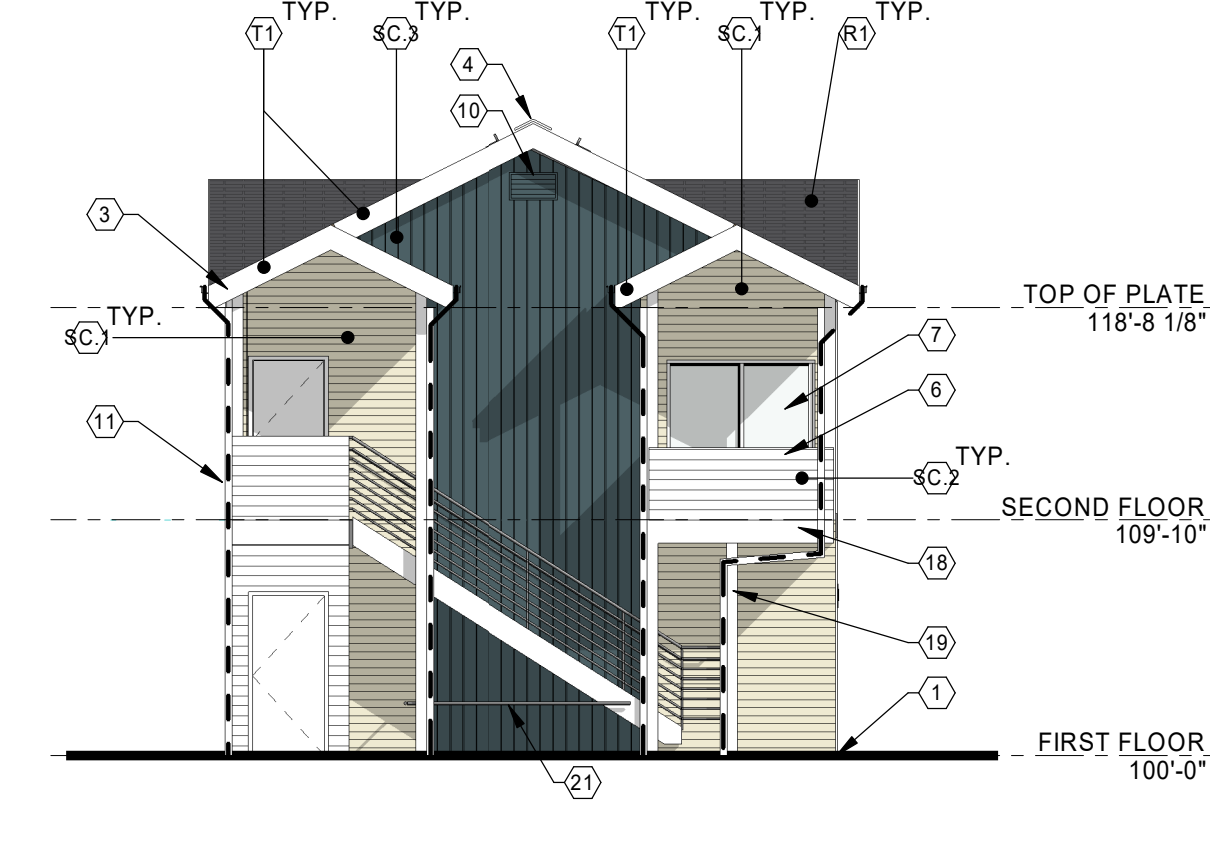
- 5" VINYL LAPPED SIDING
PLYGEM:
ALMOND SC.1
- 5" VINYL LAPPED SIDING
PLYGEM:
WHITE SC.2
- METAL BOARD & BATTEN SIDING
PLYGEM:
NATURAL SLATE SC.3
- METAL BOARD & BATTEN SIDING
PLYGEM:
MONTANA SUEDE SC.4
- ASPHALT COMP. SHINGLES
FIELD COLOR:
CHARCOAL GREY R1
- PAINTED TRIM
ACCENT COLOR:
WHITE T1
- STONE SIDING
FIELD COLOR:
CARVED BLOCK:
MIDNIGHT ST

KEY CARRIAGE HOUSE KEY NOTES: (AS APPLICABLE)

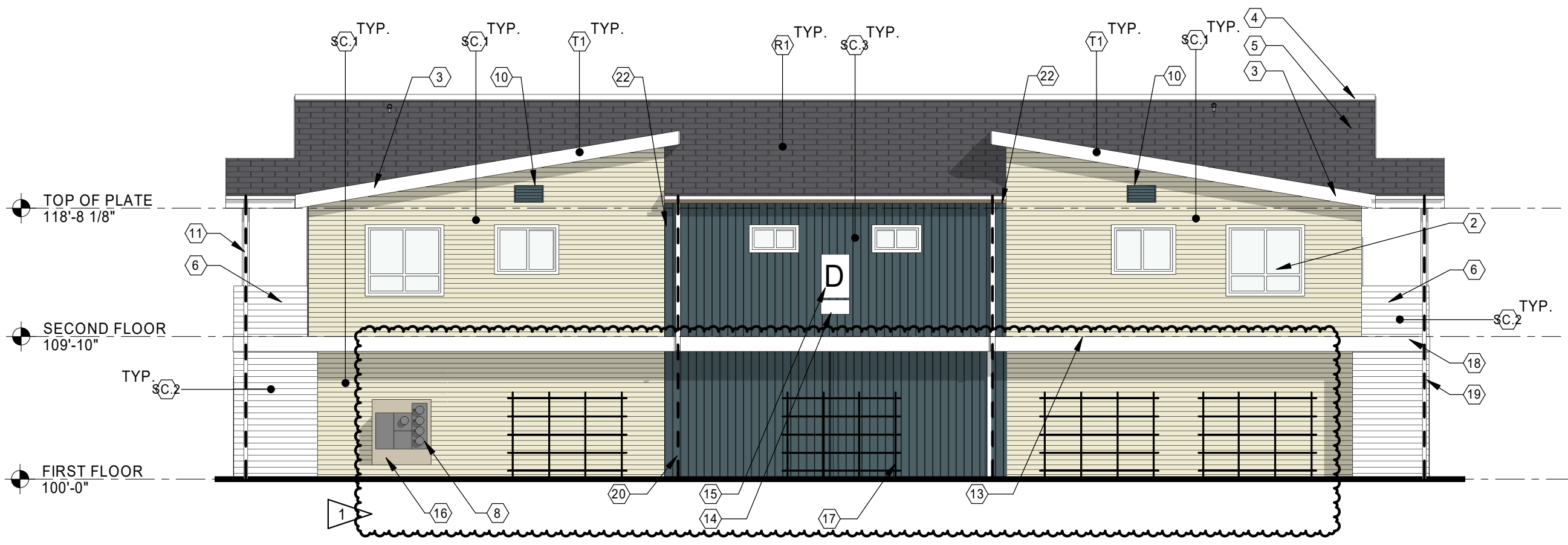
- 1. FINISH GRADE, SLOPE AWAY FROM BUILDING AT 2% MIN
- 2. VINYL FRAME WINDOW PER SCHEDULE
- 3. PAINTED SMART BOARD FASCIA - PAINT WHITE
- 4. CONTINUOUS RIDGE VENT, MATCH ROOF COLOR; RE: ROOF PLANS
- 5. ARCHITECTURAL LAMINATED FIBERGLASS ROOF SHINGLES
- 6. ALIGN LAPPED SIDING ON GUARDRAIL W/ ADJACENT LAPPED SIDING
- 7. VINYL-FRAMED SLIDING GLASS DOOR
- 8. ELECTRICAL METERS, SWITCHGEAR, AND HOUSE PANEL. VERIFY EXACT LOCATION W/ UTILITY AND ELECTRICAL DRAWINGS.
- 9. METAL GUARDRAIL, RE: A8.0 AND A8.0.
- 10. METAL GABLE INTAKE LOUVER, PROVIDE NET FREE AIR PER ATTIC VENTILATION CALCULATIONS. PAINT TO MATCH ADJACENT FINISH. TRIM AND FINISH. RE:16/A10.1
- 11. PREFINISHED METAL GUTTER AND DOWNSPOUT, COORDINATE W/ CIVIL PLANS FOR CONTINUATION. ATTACH TO BELLY BAND OR VINYL BLOCK ONLY
- 12. VINYL GABLE VENT. MATCH ADJACENT COLOR
- 13. PAINTED 12" TALL x 5/4" THICK SMART BOARD TRIM BELLY BAND. RE: 11/AG4.2
- 14. APARTMENT UNIT SIGNS. REFER TO ADDRESS AND 3/AG2.3 FOR FURTHER DETAIL. CONFIRM REQUIREMENTS WITH LOCAL FIRE MARSHALL.
- 15. APARTMENT BUILDING SIGN, REFER TO ADDRESS PLAN FOR BUILDING NAME. CONFIRM REQUIREMENTS WITH LOCAL FIRE MARSHALL.
- 16. PROVIDE 4" X 8" SMART TRIM SIDING W/ PAINTED SMART TRIM AROUND SIDING BEHIND COIM. & ELECTRICAL EQUIPMENT. COLOR TO MATCH ADJACENT SIDING. COORDINATE HEIGHT W/ EQUIPMENT
- 17. SEE LANDSCAPE PLANS FOR ACCENT SCREENING.
- 18. DECK FASCIA TO BE 12" SMART TRIM
- 19. DECK POSTS TO BE PAINTED GLB
- 20. PROVIDE SMART TRIM BACKER ATTACHED TO SIDING IN BED OF SEALANT TO RECEIVE DOWNSPOUT STRAPS. PAINT TO MATCH ADJACENT FINISH. RE: 8/A8.2
- 21. CANE RAIL. MAXIMUM CANE RAIL HEIGHT TO BE 27" ABOVE FINISHED GRADE AT LOCATION.
- 22. PAINTED 3-1/2" x 5/4" THICK SMART BOARD TRIM. RE: 12/AG4.3.



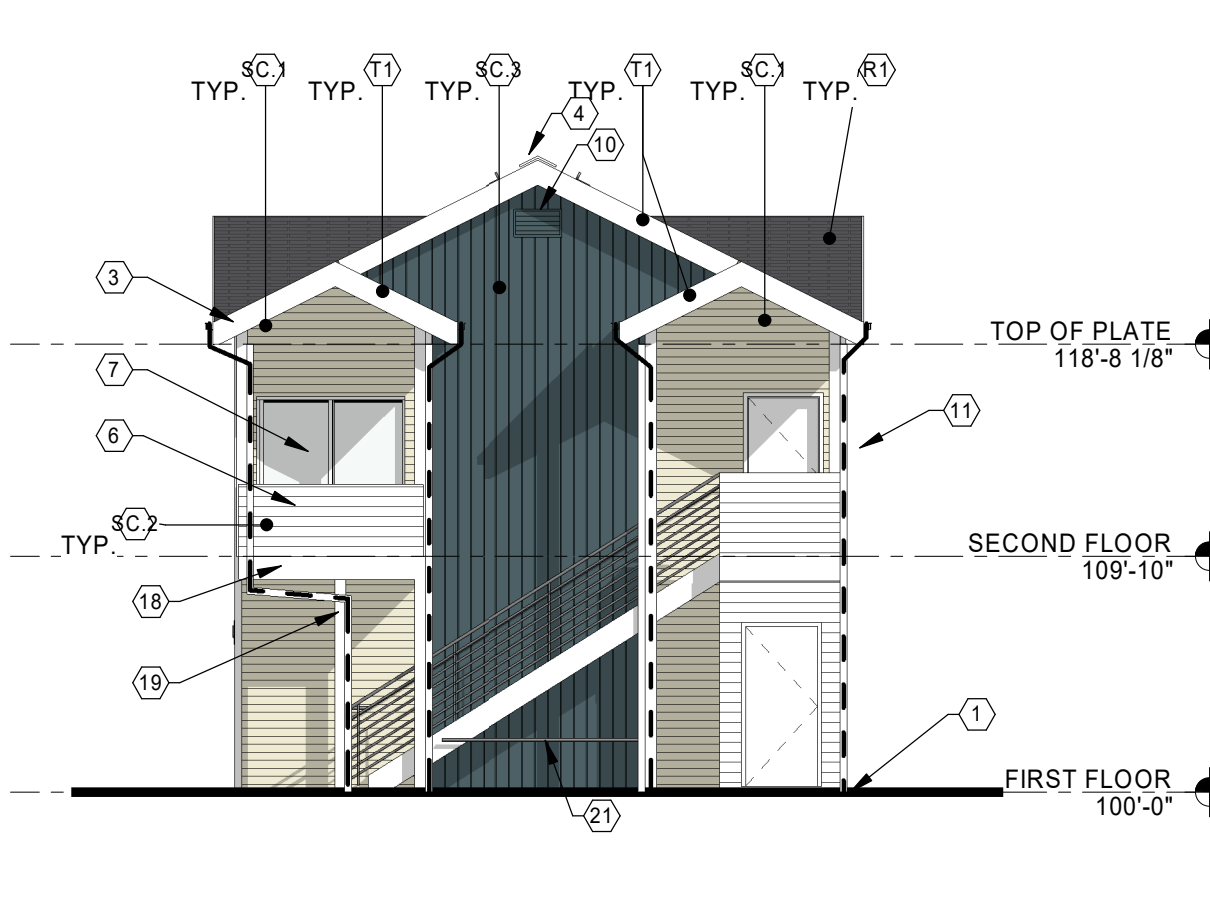
1 CARRIAGE HOUSE TYPE 1 - EAST ELEVATION
AG5.0 1/8" = 1'-0"



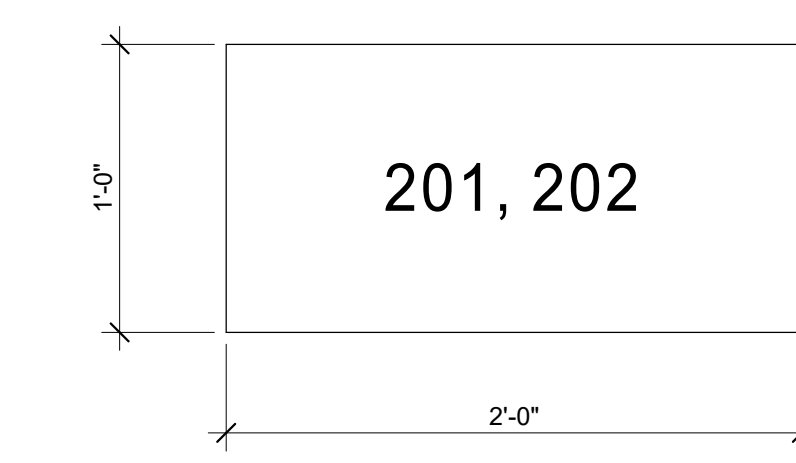
2 CARRIAGE HOUSE TYPE 1 - SOUTH ELEVATION
AG5.0 1/8" = 1'-0"



3 CARRIAGE HOUSE TYPE 1 - WEST ELEVATION
AG5.0 1/8" = 1'-0"



4 CARRIAGE HOUSE TYPE 1 - NORTH ELEVATION
AG5.0 1/8" = 1'-0"



5 APARTMENT UNIT SIGNAGE
AG5.0 1 1/2" = 1'-0"

| novo on 52nd - Carriage House Exterior Finish Schedule - Scheme C | | | |
|---|-----------------------------|--------------------------|-----------------------------|
| Exterior Feature | Material | Anticipated Manufacturer | Color |
| Roof | Asphalt Composition Shingle | IKO Cambridge Shingles | Charcoal Grey |
| Roof Gutters & Downspouts | Sheet Metal | Custom | Color Match Ply-Gem White |
| Roof Fascia & Painted Trim | Wood | Smart Trim | Color Match Ply-Gem White |
| Ventilated Soffit | Vinyl | Ply-Gem | White |
| Exterior Man Door Slabs & Jambs | Metal | Ply-Gem | Color Match Ply-Gem White |
| Garage Doors | Metal | | White |
| Corner Trim, Window Trim | Vinyl | Ply-Gem | White |
| Utility Vents, Gable Vents, & Mounting Blocks | Vinyl | Ply-Gem | Match Adjacent Siding Color |
| SC.1: 5" Lap Siding | Vinyl | Ply-Gem | Almond |
| SC.3: Steel B&B | Metal | Ply-Gem | Natural Slate |

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

CARRIAGE HOUSES
INLAND GROUP
novo on 52nd

MEMORANDUM

novo on 52nd Project – Required Permits and Reviews

Existing Site Information

- Site Address: 18225 52nd Ave W
- Property Owner: Housing Authority of Snohomish County (HASCO)
- Zoning: Multiple Family Residential Medium (RMM)
- RMM Residential Density Allowed: Up to 18 dwelling units per acre
- Comprehensive Plan Future Land Use Designation: Medium Density (MF-2)
- MF-2 Residential Density Allowed: 12-20 dwelling units per acre
- Site size: 12.11 acres (527,511 SF)
- Existing Use: Whispering Pines Apartments - 240 income-restricted residential units, 356 parking stalls, and on-site amenities

Summary of Project Proposal

- On March 24, 2021, Inland submitted several permit applications to construct novo on 52nd (project). The project includes construction of 242 residential units, over 20,000 square feet of residential outdoor amenity area, over 6,000 square feet of indoor residential community area, and a total of 399 off-street parking spaces in garages, carports and uncovered surface stalls.
- The applicant intends to demolish all existing structures onsite.
- The proposed multifamily units will be income-restricted for households earning 60% or less of the area median income. The income-restriction will last for 35 years in the form of a restrictive covenant.
- The applicant has indicated that the proposal will comply with current Comprehensive Plan requirements. They are not requesting any changes to the Comprehensive Plan or a rezone.

Permits Submitted

The applicant has applied for several land use permits associated with this project. Submittal materials can be accessed at www.lynnwoodwa.gov/publicnotices. The information below provides a summary of the permits submitted.

- **Environmental Review (SEPA)** – The project is subject to SEPA environmental review. The applicant has submitted a SEPA environmental checklist. A SEPA determination is an administrative decision issued by the Development and Business Services Director. On June 11, 2021, a Determination of Nonsignificance (DNS) was issued. The SEPA comment period ended June 25, 2021. The SEPA appeal period ended July 9, 2021. As of the date of this writing, no appeals have been received.
- **Development Agreement (DA)** – The applicant seeks a Development Agreement, which is a contract between the City and the landowner/developer that specifies the standards and conditions that will govern the development of property. The development agreement is a tool that provides flexibility without

requiring a rezone. A rezone of the site would allow significantly more density and height than the applicant is requesting. Through the development agreement, the applicant seeks flexibility to increase the allowed RMM zone density and height standards while maintaining compliance with the existing recommended density of the Comprehensive Plan. Development agreements are decided by City Council through a quasi-judicial process with a public hearing (Chapter 21.29 LMC).

- **Project Design Review (PDR)** – The project is subject to the citywide design guidelines. A PDR land use permit is an administrative decision issued by the Development and Business Services Director. The Development Agreement must be approved prior to issuance of a PDR decision.
- **Administrative Parking Reduction (PAR)** –The applicant has requested to reduce required parking from 468 stalls to 399 stalls (14% reduction) and has provided information to justify this request. Per LMC 21.18.920, the Development and Business Services Director may review and approve requests for parking reductions up to 20%. The Development Agreement must be approved prior to issuance of a PAR decision.
- **Critical Areas Permit** – A Critical Areas Permit (LMC 17.10) is required for this site. The Critical Areas Permit is an administrative decision issued by the Public Works Director. The Critical Areas Permit will be issued concurrently with the PDR.

Additional Permits Required

- Similar to all development projects, this proposal will be required to obtain all applicable civil, stormwater, grading/drainage, building, fire, and other construction permits. At this time, the applicant has not applied for these permits.

novo on 52nd Development Agreement: Quasi-Judicial Process

Development Agreement Overview

In general, a development agreement is a contract between the City and a landowner/developer that specifies the standards and conditions that will govern the development of property.

In Washington, state law specifically authorizes their use and provides a process for their approval (RCW 36.70B.170-210). Accordingly, Lynnwood has adopted procedures for approval of development agreements (Chapter 1.37 LMC). Both state law and the City code require a public hearing before the approval of such an agreement. The City Council is the body that conducts the public hearing on the agreement, and approves the agreement.

Typically, Council considers items in their capacity as a legislative body. However, the Council's consideration of the novo on 52nd development agreement will be treated as a **quasi-judicial** process. This process is required because the agreement will govern the development of specific property and direct conditions that will be imposed on the specific development.

Council will be the ultimate decision-maker on the development agreement. To protect the appearance of fairness and due process concerns associated with the quasi-judicial decision-making process, interested parties should have the opportunity to provide input at the appropriate times, and at least to be present for the Council's pre-hearing discussion regarding the matter.

As the potential decision-makers, Council members must avoid comments, or questions, indicating "prejudgement" of any issue. Discussion by the Council (or a quorum of the Council) regarding the specifics of potential provisions for the development agreement, prior to the actual hearing, could cause legal issues in two ways:

1. Depending on the comments, it could trigger a claim by hearing participant that the appearance of fairness doctrine had been violated; and/or
2. If a quorum of the Council engages in that conduct, either collectively or serially, outside of a regular Council meeting or properly noticed special meeting, it would create an issue as to Open Public Meetings Act compliance.

The City Council will have the ultimate authority to approve or modify the terms of the development agreement, or to require different or additional terms, within legal parameters. The terms of the agreement must be consistent with state law and with existing City code and policies. It would not be appropriate to create new policies, and then apply the new policy to this agreement or the related land use applications.

The owner and developers will continue conducting public outreach as part of their development process. During this outreach effort, Councilmembers may not participate. Councilmembers may be approached by residents and community members to discuss the proposal. Councilmembers must not engage in hearing or collecting comments during this time and should rely on City Staff to collect and enter into the record during the Public Hearing. Public comments may be sent to Kristen Holdsworth, Senior Planner at kholdswroth@lynnwoodwa.gov.

Procedural Matters for the Quasi-Judicial Public Hearing

The following information is intended to remind Council of the process for a quasi-judicial public hearing:

- The Council's consideration of the novo on 52nd development agreement is a quasi-judicial matter. Prior to the quasi-judicial hearing, City staff will provide limited background and procedural information during a work session meeting (tentatively scheduled for July 2021). At any prehearing work sessions, any questions from City Council to City staff regarding the project will be "one-way" communications to the staff, for staff's and the applicant's review and response as needed.
- Responses to Council questions will be prepared and provided to the City Council for the Public Hearing.
- Questions regarding process and schedule are procedural in nature and not quasi-judicial.
- At the public hearing, all Councilmembers should come prepared to make any disclosure statements required to address any potential conflicts of interest or appearance of fairness issues that may exist.
- City staff will provide a staff report on the project at the public hearing.
- The project applicant will be provided the opportunity to present their project proposal at the public hearing.
- During the public hearing the first time a person gives general testimony it would be limited to 3 minutes per individual, and 5 minutes for those representing an organization. A person may speak a second time once everyone has had a chance to speak a first time.
- The Council Clerk will keep time and use time cards or a sound system for notifying speakers of their time remaining.
- Any person wishing to testify will be able to address any aspect of project, however, speakers will be asked to keep their remarks on the scheduled topics.

- At the close of public testimony, it will be announced that the record is closed, and that further statements written or verbal will be included in Council deliberations.
- The hearing will be subject to the City's script for a Quasi-Judicial Public Hearing (the script will be provided prior to the public hearing).
- City Council's post-hearing deliberations will be based on the record of the public hearing.



Inland Group

Comprehensive Multifamily Construction & Development Services

March 8, 2021

City of Lynnwood
Attn: Kristen Holdsworth, Senior Planner
20816 44th Ave W. Suite 230
Lynnwood, WA 98036

Re: Whispering Pines Redevelopment – 18225 52nd Ave W
Development Agreement Request

Dear Kristin:

Following is a draft Development Agreement Request and Site Plan to assist with the review of this request for the Whispering Pines Redevelopment. Included in this request is a detailed project summary, explanation of deviations from development standards, and public benefits offered as part of the Whispering Pines Redevelopment. Pursuant to Lynnwood Municipal Code chapter 21.29, we submit the following for consideration:

Project Summary

- 1) The Whispering Pines Redevelopment is the proposed demolition and reconstruction of the current Whispering Pines Apartments (the “Project”) owned by The Housing Authority of Snohomish County (“HASCO”). Inland Group (“Inland”) was chosen by HASCO to be the development partner for this Project that is nearing the end of its useful life.
- 2) The Project includes nine 3-story apartment buildings, 7 carriage houses containing 2 units above 6 garage stalls, and a clubhouse offering indoor amenity space. Outdoor amenities will include a community garden, pool, playground, and sport court. Parking will include garage stalls, carports, and surface parking.
- 3) The Project will provide two hundred forty-two (242) affordable multifamily units rent- and income-restricted to households earning up to sixty percent (60%) of the Snohomish County Area Median Income for a period of at least thirty-five (35) years.

Site Plan

The Site Plan attached shows the proposed lot layout with buildings, parking, open space, and amenities. Note the site plan is responsive to comments received during a neighborhood meeting including overall project density, building heights, and siting specifics such as storm drainage to the north and garbage collection away from the residential uses.

Deviations from Development Standards

The primary goal of the Project redevelopment is to replace the existing units with new units that will serve families for at least the next 50 years. To meet that goal, we respectfully request the following deviations from development standards.

- 1) **Density:** The 12.1-acre site is currently zoned RMM with a MF-2 Future Land Use Designation. Such designations allow 219 units. We request additional density to allow 242 total units for the replacement of affordable housing in the current Whispering Pines community. The additional density will allow the City of Lynnwood to maintain much needed affordable housing rather than losing vital affordable housing stock. Impacts to the neighborhood and environment from the increased density are minimal due to the one-for-one replacement. Current engineering and design standards will result in a much better community design, feel, and longevity, with no downside to the additional density requested.

- 2) **Height:** We request an increase in the maximum height of 35 feet allowed by LMC 20.43.200 to 38 feet. This will allow for three-story buildings with comfortable ceiling heights and architecturally pleasing roof pitches. Three-story garden style construction was accepted by neighborhood meeting participants with an appreciation for the siting of buildings providing significant setbacks to neighboring residential uses. Further, two-story carriage houses along the south and east borders provide an excellent transition from the single-family neighboring uses to the 3-story garden style buildings. We believe the deviation provides an opportunity for attractive multifamily design with no downside to the minimal extra height requested.

Public Benefits of the Development Agreement

In consideration of this Development Agreement and in exchange for the deviations detailed above, Inland and HASCO propose the following public benefits.

- 1) **Affordable Housing Creation:** Creation of long-term affordable housing totaling 242 units to replace affordable housing stock at the end of its useful life.

We look forward to formal consideration of this Development Agreement request. Please contact me at (509) 321-3218 or keithj@inlandconstruction.com if you have any questions.

Sincerely,

Keith James
Developer

**Novo on 52nd Development Agreement
Responses to Council Questions from July 6, 2021 Briefing**

1 **This document provides answers to questions from Council at the July 6, 2021 novo**
2 **on 52nd Development Agreement briefing.**
3

4 **Q #1. When should a councilmember recuse themselves on a quasi-judicial matter?**
5

6 **City Attorney Response:** In general, for a quasi-judicial matter that is decided by the
7 Council, a Councilmember (decision-maker) should recuse himself or herself any time
8 that the Councilmember’s participation in the matter would violate a participant’s right to
9 a fair and impartial hearing. This can occur in situations where the Councilmember’s
10 participation presents an actual conflict of interest, or where the “Appearance of
11 Fairness” doctrine would be violated.
12

13 Regarding the Appearance of Fairness doctrine, a Washington statute prohibits a
14 decision-maker from engaging in ex parte communications with proponents or opponents
15 of a pending quasi-judicial matter, unless: (1) the decision-maker places on the record
16 the substance of any written or oral ex parte communication concerning the matter; and
17 (2) a public announcement of the content of the communication is made at each hearing
18 where action is considered or taken on the matter. However, this prohibition does not
19 preclude correspondence between a citizen and an elected official regarding a quasi-
20 judicial matter, if the correspondence is made a part of the record.
21

22 Other examples of actual conflicts of interest or Appearance of Fairness violations
23 include (1) a Councilmember having a personal interest in the matter (meaning that the
24 Councilmember stands to gain or lose from the decision, such as through a financial
25 interest, owning real property near the site of the proposal, existing or prospective
26 employment by the applicant, or family or close social relationships with a party to the
27 matter); (2) a Councilmember’s pre-judgment of the matter; or (3) other situations where
28 partiality or bias is shown to exist. This list is not all-inclusive; each situation must be
29 assessed and will involve a subjective determination. For that reason, if any
30 Councilmember has a question as to whether a specific factual situation warrants recusal,
31 the Councilmember should consult with the City Attorney before the hearing.
32

33 **Q #2. How many of the existing trees will be removed for construction?**
34

35 **Applicant Response:** 180 healthy significant trees currently exist on site and 14 of these
36 will be saved. Attempts at saving more trees are problematic due to demolition
37 requirements (entire site, not just buildings) and finish grade levels that differ from what
38 exists today to accommodate new storm drainage requirements. 120 new trees will be
39 planted for replacement. New trees will be at least 2.5” caliper deciduous trees or 8’
40 minimum height evergreens. A fee will be paid to the City in lieu of replacing the
41 additional (46) removed trees in order to provide space for stormwater maintenance on
42 site.
43

44 **Staff Response:** A Class II Tree Removal Permit (LMC 17.15.120) will be required as a
45 part of permitting review.
46

**Novo on 52nd Development Agreement
Responses to Council Questions from July 6, 2021 Briefing**

1 **Q #3. How tall are the carriage houses? Are there windows facing the single-family**
2 **homes and mobile home park? Were the windows presented to the neighbors during**
3 **their meetings?**

4
5 **Applicant Response:** The carriage house buildings are approximately 23’ tall, though
6 no taller than 18’ to the top of the 2nd floor window. The carriage house concept was
7 included in the preliminary site plan shared at the virtual neighborhood meeting.
8 Neighbors in attendance were initially concerned these buildings were 3 stories (2 stories
9 over a garage structure) and were happy to learn that the buildings are instead only 2
10 stories tall (garage at grade, living space on the second floor). They were also satisfied at
11 the proposed 25’ setbacks on the east boundary and 15’ setback on the south boundary.
12 Windows do face out both sides of the building, though include only 6 windows out the
13 “back” facing neighboring properties (two dining room, two kitchen and two bathroom
14 windows per building). We believe the carriage house buildings provide an excellent
15 transition from the neighboring properties to the main 3-story buildings allowable at novo
16 on 52nd.

17
18 **Staff Response:** Staff has reviewed the proposed setbacks, heights, and landscape buffers
19 and have found the proposal in compliance with the Lynnwood Municipal Code.
20

21 **Q #4. Please provide a summary of the public engagement with the neighborhood.**

22
23 **Applicant Response:** A neighborhood meeting was advertised and noticed via US Mail
24 delivery to all addresses within 600’ of the outside boundaries of the existing Whispering
25 Pines property. Just over 270 addresses were mailed the notice of a Virtual
26 Neighborhood Meeting that was held on December 22, 2020. Additional direct outreach
27 was made to Karen Walls who was the primary objector to the prior rezone attempt.
28 Karen and John Walls were among the six attendees to the virtual neighborhood meeting.
29 A preliminary site plan was shared and questions asked and answered. We followed up
30 with Karen and John Walls in early 2021 with a revised site plan showing how we
31 accommodated some of their requests and received one additional request to move the
32 trash compactor further north away from the south neighbor, which we have done.
33

34 **Q #5. Will all the buildings be torn down and redeveloped at the same time? Can the**
35 **redevelopment be phased so people be able to live in old buildings while the new**
36 **ones are built?**

37
38 **Applicant Response:** Phased redevelopment really is not feasible on this site due to
39 failing infrastructure (collapsing sewer pipes) and requirements of development to meet
40 new drainage standards, for example. With completely new infrastructure including site
41 roadways, the storm detention facility and new buildings at different finish floor
42 elevations, phasing the redevelopment just isn’t feasible.
43
44
45

**Novo on 52nd Development Agreement
Responses to Council Questions from July 6, 2021 Briefing**

1 **Q #6. In the past there were semi-permanent Lynnwood Police Officers on site. Does**
2 **the Lynnwood PD still have a presence on site?**

3
4 **Applicant Response:** HASCO had created an office space for the Lynnwood PD to use
5 at Whispering Pines. The space was in the non-residential building next to the
6 office. However, the space was very seldom used, so there was no need to keep this
7 space in the new project and it is not included in the plans.

8
9 **Q #7. What is the presumed price point when complete?**

10
11 **Applicant Response:** All units at novo on 52nd will be affordable to households earning
12 60% of the County Area Median Income (AMI), adjusted for household size. This
13 corresponds to maximum rental rates for 2021 (inclusive of all utilities) as follows:

14

| | | |
|----|-----------|---------|
| 15 | 1 bedroom | \$1,302 |
| 16 | 2 bedroom | \$1,563 |
| 17 | 3 bedroom | \$1,805 |
| 18 | 4 bedroom | \$2,014 |

19
20 These maximum rents reflect an approximate 15%-20% discount to current area market
21 rents – a discount that will likely expand for the life of the project as market rent
22 increases typically trend higher than AMI increases.

23
24

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF LYNNWOOD,
HASCO 52ND AVENUE WEST LLC
AND INLAND NOVO ON 52ND MANAGER, LLC,
FOR THE NOVO ON 52ND DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the City of Lynnwood, a Washington municipal corporation (the “City”), HASCO 52nd Avenue West LLC, a Washington limited liability company (“HASCO”), and Inland novo on 52nd Manager, LLC, a Washington limited liability company (“Inland”) (HASCO and Inland are referred to together as the “Developer”).

RECITALS

A. HASCO is the owner of the Whispering Pines apartments, located on real property having the address of 18225 52nd Ave W. in Lynnwood, Washington, and Snohomish County Assessor’s Tax Parcel Number 27041600102800 (“Property”).

B. The Property’s Comprehensive Plan Future Land Use (FLU) designation is Medium Density (MF-2). The Property’s zoning designation is Multiple Family Residential Medium (RMM).

C. HASCO has contracted with Inland novo on 52nd Manager, LLC, to accomplish the redevelopment of the Whispering Pines apartments into a residential development called novo on 52nd (the “Project”).

D. The Developer has proposed that in exchange for an increase in density and height limits applicable to the Project, the Project will provide public benefits that include income-restricted housing units, all as described in this Agreement. The Project meets the requirements to enter into a development agreement with the City pursuant to Lynnwood Municipal Code (LMC) 21.29.200 and RCW 36.70B.170 et seq.

E. The City and Developer desire to enter into this Development Agreement, to provide for the redevelopment of the Property with the Project in accordance with the terms and conditions stated below.

SECTION 1. GENERAL PROJECT DESCRIPTION

1.1 Project. The Project includes the demolition of the Whispering Pines apartments and construction of the novo on 52nd apartments, which will include 242 residential units, more than 20,000 square feet of residential outdoor amenity area, more than 6,000 square feet of indoor residential community area, and off-street parking spaces in garages, carports and uncovered surface stalls.

1.2 Site. The Property on which the Project will be located consists of 12.11 acres and is legally described in **Exhibit A**, attached hereto and incorporated herein by this

reference.

1.3 Parties to Development Agreement. The parties to this Agreement are:

- a) The “City” is the City of Lynnwood, 19100 44th Avenue West, Lynnwood, Washington, 98046.
- b) The “Developer” is HASCO 52nd Avenue West, LLC, a limited liability company, whose principal office is located at 12711 4th Ave W., Everett, WA 98204, and which is the owner of the Property, and Inland novo on 52nd Manager, LLC, a limited liability company which is under contract to redevelop the Property for HASCO, and whose principal office is located at 120 W Cataldo Ave, Suite 100, Spokane, Washington 99201.

1.4 Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

1.5 Consistency with Development Regulations. Except as explicitly set forth in this Agreement, this Agreement is consistent with the applicable development regulations as required by RCW 36.70B.170(1).

1.6 City Reservation of Rights. Notwithstanding any other provision in this Agreement, pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health or safety, as determined by the City Council after written notice to and an opportunity to be heard by Developer.

SECTION 2. AGREEMENT

Consistent with Chapter 21.29 LMC, the parties agree as follows:

21 Density. The Property is within the Multiple Residential Medium Density (RMM) zone which allows for one (1) dwelling unit per 2,400 square feet of lot area pursuant to LMC 20.43.200. The parties acknowledge that this requirement would restrict the Project to 219 units, which would result in a loss of 21 income-restricted housing units. The Comprehensive Plan Future Land Use designation for the Property is Medium Density (MF-2), which calls for typical densities of 12-20 dwelling units per acre and buildings up to 4 stories in height. Therefore, the City agrees that the Project can exceed the number of units allowed by LMC 20.43.200 to replace the existing development with 242 units. The Project density will be approximately 20 units per acre, which is consistent with the Comprehensive Plan and will result in no net loss of income-restricted housing units in Lynnwood.

22 Height. The Property is within the Multiple Residential Medium Density

(RMM) zone which allows for a maximum height of 35 feet pursuant to LMC 20.43.200. The Developer contends that a taller height limit would allow better design and more comfortable living units, without negative impact to the surrounding neighborhood. The City agrees that the Project can exceed this maximum height by three (3) feet, allowing a total maximum height of 38 feet. Nine of the residential buildings along the Property's southern and eastern property lines shall be two-story carriage house buildings, approximately 28 feet in height, to provide a transition from single-family residential uses on adjacent properties. All structures in the Project shall be no more than three stories, which is consistent with the Comprehensive Plan.

23 Other Development Standards. Except as specifically set forth in this Agreement, the Project shall comply with all other requirements of the Multiple Residential Medium Density (RMM) zone (Chapter 20.43 LMC), all other relevant chapters of the Lynnwood Municipal Code, and all other applicable laws and regulations.

24 Public Benefit. The Project is proposed to consist of rent- and income-restricted affordable multi-family housing. In accordance with LMC 21.29.200.C, to balance the deviations from City code requirements stated in Sections 2.1 and 2.2 above, the Developer shall restrict the Project to multi-family housing units that are rent- and income restricted to households earning up to 60% of the Snohomish County Area Median Income. The Developer shall maintain this rent and income restriction for a minimum of 35 years. This rent and income restriction shall be evidenced by a restrictive covenant (the "Restrictive Covenant") in a form acceptable to and approved by the City's Director of Development and Building Services, and recorded against the Property prior to issuance of any building permit for the Project; provided, however, the Restrictive Covenant shall provide that during any period that the Project is subject to one or more Regulatory Agreements in favor of the Washington State Housing Finance Commission, compliance with such Regulatory Agreement(s) shall be deemed compliance with the Restrictive Covenant.

SECTION 3. DEFAULT

3.1 Developer Default. Developer shall be deemed to be in default ("Default") of this Agreement if, as determined by the City, (i) the City has not received a complete application for building permit within five (5) years of the Effective Date of this Agreement, a certificate of occupancy has not been issued for a Project building within three (3) years of issuance of the building permit for the building (unless the delay is due to Force Majeure, in which case the Developer's performance shall be excused for the period of such delay), or the Project has been abandoned by the Developer, and (ii) Developer fails to cure such Default within sixty (60) days of City's written notice to Developer of the Default. Notwithstanding the foregoing, the Developer shall not be in Default if the work on the Project is not progressing substantially due to circumstances beyond Developer's control. For purposes of this Section, "Force Majeure" shall mean extraordinary natural events, or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the Developer. The Developer's inability to fund, or decision not to fund, any of its obligations shall not be a Force Majeure or other excuse for nonperformance or delay in performance.

SECTION 4. REMEDIES

4.1 City's Remedies. If Developer is in Default and fails to cure such Default per Section 3.1 of this Agreement, then the City shall terminate the density and height allowances given in Sections 2.1 and 2.2 by issuing and recording a Notice of Termination. In the case of an abandoned or expired Project, any and all development of the Property shall be in compliance with the City code and other requirements, including the height and density permitted under the City code. If this Agreement is terminated, future considerations of height and density deviations pursuant to LMC 21.29 shall require a new Development Agreement application to the City. In addition, the City shall have all other remedies at law or in equity, including, without limitation, the award of damages, and/or an order requiring specific performance or the removal of structures.

SECTION 5. MISCELLANEOUS

5.1 Binding on Successors and Recording. This Agreement and each of its provisions shall be binding on and inure to the benefit of the parties and their successors and assigns, and shall be deemed to be covenants running with the land. This Agreement shall be recorded by the Developer with the recording office of Snohomish County at the cost and expense of Developer. Proof of recording shall be provided within 30 days of City Council approval of this Agreement. Upon issuance of the certificate of occupancy for the final building permit by City, the City shall record (at Developer's expense) a memorandum confirming satisfactory compliance with Developer's obligations hereunder with the office of Snohomish County at the cost and expense of Developer. Proof of recording(s) shall be provided within 30 days of issuance of the certificate of occupancy.

5.2 Amendments to Agreement. Any substantive amendments to this Agreement must be approved by City Council. The Mayor may amend this Agreement to resolve clerical or ministerial errors, provided the amendments do not alter the intent or effect of the action by City Council. Any amendment shall be made in a written instrument executed by the parties to this Agreement.

5.3 Indemnity. The parties agree to defend, hold harmless, and indemnify each other from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs incurred by the indemnitee for liability resulting from any breach of the duties set forth in this Agreement by the indemnifying party, except to the extent the claims, demands, penalties, fees, liens, damages, losses, or expenses are caused by the indemnitee. This Section 5.3 shall survive expiration of this Agreement.

5.4 Assignment. Except as provided in this Agreement, Developer shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the prior written consent of City; provided, however, Developer shall have the right upon written notice to the City to assign this Agreement to any entity that is controlled by

or under common control with Inland and/or HASCO.

55 Written Notice. Except as otherwise provided herein, any and all notices provided under this Agreement must be in writing and shall be deemed given when delivered in person, or when deposited with Federal Express or other similar overnight service, return receipt requested, or when deposited in the United States mails, postage prepaid for certified mail, return receipt requested, or upon actual receipt of an email or other similar transmission (provided that a copy of the email is delivered or deposited within twenty-four (24) hours in the manner specified above), properly addressed to City and the Developer as follows:

| | CITY: | AND TO: |
|--------------------------------|---|--|
| By Mail: | City of Lynnwood Director, Development and Business Services 20816 44 th Ave W, Suite 230 Lynnwood, WA 98036 | Rosemary Larson Lynnwood City Attorney P.O. Box C-90016 Bellevue, WA 98009-9016 |
| In Person: | 20816 44 th Ave W, Suite 230 Lynnwood, WA 98036 | 777 108th Ave. NE, Suite 1900 Bellevue, WA 98009-9016 |
| By Electronic Transmission: | planning@lynnwoodwa.gov | rlarson@lynnwoodwa.gov |
| | INLAND: | HASCO: |
| By Mail: | Keith James Inland Group 120 W. Cataldo, Suite 100 Spokane, WA 99201 | Duane Leonard HASCO 12711 4 th Ave W. Everett, WA 98204 |
| In Person: | 120 W. Cataldo, Suite 100 Spokane, WA 99201 | 12711 4 th Ave W. Everett, WA 98204 |
| By Electronic Transmission: | keithj@inlandconstruction.com | dleonard@hasco.org |

Any party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other parties.

56 Time of Essence. Time is expressly declared to be of the essence of this Agreement.

57 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue of any suit arising out of or related to this Agreement shall be in Snohomish County, Washington.

58 Counterparts and Electronic Transmission. This Agreement may be

executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm electronic transmitted signatures by signing or original document.

59 Effective Date. This Agreement shall be effective on the date first written above.

5.10 Attorneys' Fees. The prevailing party in any lawsuit or proceeding between the parties arising out of this Agreement shall be entitled to receive from the non-prevailing party all reasonable costs and expenses of every type, including, but not limited to, mediation fees and actual attorneys' fees incurred, whether incurred in arbitration, trial, appeal or any bankruptcy or receivership proceeding.

CITY:

CITY OF LYNNWOOD
A Washington Municipal Corporation

By: _____
Nicola Smith, Mayor

Approved as to form:

By: _____
Rosemary Larson, City Attorney

STATE OF

WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me _____, the Mayor of the City of Lynnwood, Washington and stated that he is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2021.

NOTARY

Print Name
My Commission expires:

DEVELOPER:

HASCO 52nd Avenue West LLC,
a Washington limited liability company

By: _____

Its: _____

STATE OF

WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me _____, the _____ of HASCO 52nd Avenue West LLC and stated that he is authorized to sign this instrument on behalf of said _____ for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2021.

NOTARY

Print Name
My Commission expires:

INLAND NOVO ON 52nd MANAGER, LLC,
a Washington limited liability company

By: _____
Darin Davidson
Its: Manager

STATE OF

WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me Darin Davidson, the Manager of Inland novo on 52nd Manager, LLC and stated that he is authorized to sign this instrument on behalf of said limited liability company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2021.

NOTARY

Print Name

My Commission expires:

Exhibit A: Legal Description

The Southwest quarter of the Northwest quarter of the Northeast quarter and the South half of the South half of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 16, Township 27 North, Range 4 East, W.M., in Snohomish County, Washington;

Except the West 30 feet thereof.

1 **CITY OF LYNNWOOD**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON,
4 APPROVING THE NOVO ON 52ND DEVELOPMENT AGREEMENT;
5 PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND
6 SUMMARY PUBLICATION.
7

8 WHEREAS, Chapter 36.70B RCW authorizes local governments to enter into voluntary
9 development agreements with a person who owns or controls real property, in order to specify development
10 standards or regulations for the property, and to specify mitigation measures to be provided with
11 development; and
12

13 WHEREAS, Chapter 21.29 Lynnwood Municipal Code (“LMC”) establishes a process for the City
14 of Lynnwood (“City”) to enter into a development agreement with a developer; and

15 WHEREAS, a development agreement provides the opportunity for the City and the developer to
16 agree on the scope and timing of the project, applicable regulations and requirements, mitigation
17 requirements and other matters relating to the development process; and

18 WHEREAS, a development agreement promotes the general welfare by balancing the public and
19 private interests, providing reasonable certainty for a development project, and addressing other matters,
20 including reimbursement over time for the financing of public facilities.

21 WHEREAS, on May 24, 2021, the City adopted Resolution 2021-05, adopting the City’s Housing
22 Action Plan as a guiding document with recommendations for future housing policy, planning, and
23 regulatory amendments; and

24 WHEREAS, the City has an interest in implementing the Housing Action Plan including
25 encouraging new construction or rehabilitation of multifamily housing and to increase and improve housing
26 opportunities for all income levels; and

27 WHEREAS, the City finds that there is a need for housing units that are safe and affordable across
28 all income levels; and

29 WHEREAS, the HASCO 52nd Avenue West LLC (“HASCO”) owns the real property consisting
30 of approximately 12.11 acres, located in the City, at 18225 52nd Ave W. in Lynnwood, Washington, bearing
31 Snohomish County Assessor’s parcel number 27041600102800 (“Site”), as more fully described in the
32 Development Agreement attached as “Exhibit A” to this Ordinance (the “Development Agreement”); and

33 WHEREAS, the Site’s Comprehensive Plan Future Land Use (FLU) designation is Medium
34 Density (MF-2). The Site’s zoning designation is Multiple Family Residential Medium (RMM); and

35 WHEREAS, the Site was developed in 1968 and currently has 240 multifamily units; and

36 WHEREAS, the Site’s structures, building systems, and underlying infrastructure are reaching the
37 end of their useful life; and

1 WHEREAS, HASCO has determined the cost of repairs and maintenance is not cost effective given
2 the age of the buildings and infrastructure; and

3 WHEREAS, HASCO has contracted with Inland novo on 52nd Manager, LLC (together with
4 HASCO, the “Developer”), to demolish existing structures and redevelop the Site as novo on 52nd
5 (“Development”); and

6 WHEREAS, on March 24, 2021, Inland novo on 52nd Manager, LLC, submitted applications for a
7 Project Design Review (PDR) permit, Administrative Parking Reduction (PAR) permit, Critical Areas
8 Permit, SEPA environmental review (ERC), and development agreement for a proposed 242 multifamily
9 units development with associated amenities; and

10 WHEREAS, the Lynnwood Municipal Code limits the Sitey to 219 units and 35 feet maximum
11 building height; and

12 WHEREAS, the Developer seeks flexibility through a Development Agreement to revise the
13 allowed maximum density to be consistent with the Comprehensive Plan maximum allowed density and
14 increase the maximum allowed height by three feet in order to develop housing that meets the needs of the
15 community and is aesthetically pleasing; and

16 WHEREAS, the Developer proposes all multifamily units will be restricted to households earning
17 60% or less of the Area Median Income for a minimum of 35 years; and

18 WHEREAS, on June 11, 2021, the Development and Business Services Department issued a
19 “Determination of Nonsignificance” (DNS) with comments due June 25, 2021, pursuant to RCW 43.21C
20 and WAC 197-11; and

21 WHEREAS, the City Council received a briefing on the materials on July 6, 2021 at the Council
22 work session; and

23 WHEREAS, the City Council held a duly advertised public hearing on July 12, 2021 at the Council
24 business meeting to take and consider public comment on this Ordinance and the Development Agreement
25 attached to this Ordinance; and

26 WHEREAS, after consideration of the testimony and other evidence presented at the public
27 hearing, the City Council finds that (1) this Ordinance and the Development Agreement are consistent with
28 the City’s Comprehensive Plan, the City’s development regulations, and the purpose of Chapter 21.29 of
29 the City code, and (2) the approval of the Development Agreement will further the public health, safety and
30 general welfare, and will be in the best interests of the City; and

31 WHEREAS, the City Council further finds that the Development Agreement (1) is consistent with
32 the City’s Comprehensive Plan; (2) provides for public benefits that would not otherwise be achieved under
33 the City code; (3) serves the public interest, including but not limited to implementing the Housing Action
34 Plan and affordable housing needs; (4) is applicable because the property is not zoned single-family
35 residential; and (5) is consistent with the purpose of Chapter 21.29 LMC; and

1 WHEREAS, the City Council has determined that the provisions of this Ordinance further the
2 public's health, safety and welfare, and the Development Agreement attached as **Exhibit A** should be
3 approved;

4 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD HEREBY**
5 **RESOLVES AS FOLLOWS:**

6 **Section 1.** The novo on 52nd Development Agreement dated _____, 2021, attached
7 hereto as **Exhibit A** (the "Development Agreement"), is hereby approved.

8 **Section 2.** The Mayor or her designee is authorized to finalize, conform, execute and
9 administer the provisions of this Ordinance and the Development Agreement.

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

14 **Section 4.** This Ordinance or a summary thereof consisting of the title shall be published in
15 the official newspaper of the City, and shall take effect and be in full force five (5)
16 days after publication.

17 PASSED BY THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, this
18 _____ day of _____, 2021.

19 APPROVED:

20 _____
21 Nicola Smith, Mayor
22
23
24

25 ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

26 _____
27 Karen Fitzthum, City Clerk
28

31 FILED WITH ADMINISTRATIVE SERVICES: _____

32 PASSED BY THE CITY COUNCIL: _____

33 PUBLISHED: _____

34 EFFECTIVE DATE: _____

35 ORDINANCE NUMBER: _____

36
37
38