



**LYNNWOOD CITY COUNCIL Work Session**  
**City Hall Council Chambers 19100 44th Ave W Lynnwood WA 98036**  
**TUESDAY, JULY 6, 2021 6:00 PM**

---

1. Roll Call
  2. Work Session Item
    - A. Briefing 3 of 3: Utility Payment Rules Update  
Corbitt Loch, Michelle Meyer & Bill Franz  
[Memo Utility Payment Rules 063021.pdf](#)  
[Ord Utility Payment Rules 063021.pdf](#)  
[Aging Report Portfolio 063021.pdf](#)
    - B. novo on 52nd (Whispering Pines) Development Agreement (1 of 3)  
Ashley Winchell, AICP, Community Planning Manager & Kristen Holdsworth, AICP, Senior Planner  
[Attachment 1 novo on 52nd DA Briefing PPT Slides.pdf](#)  
[Attachment 2- Site Plan and Building Elevations.pdf](#)  
[Attachment 3 DA Process.pdf](#)  
[Attachment 4 Development Agreement Request.pdf](#)  
[Attachment 5 Draft Ordinance.pdf](#)  
[Attachment 6 Draft Development Agreement.pdf](#)
    - C. Briefing: Development and Access Enhancement Funding Agreement Amendment (Lynnwood Link Extension)  
Karl Almgren, AICP, City Center Program Manager  
[Staff Report](#)  
[Draft Ordinance](#)  
[Exhibit A](#)  
[Quasi-Judicial Process](#)
    - D. Briefing 2 of 3: City Clerk pilot project  
Karen Fitzthum, Art Ceniza  
[City Clerk Report Summer 2021 final.pdf](#)
  3. Mayor Comments and Questions
  4. Council Comments
- Adjourn

**CITY COUNCIL 2.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE: Briefing 3 of 3: Utility Payment Rules Update**

**DEPARTMENT CONTACT: Corbitt Loch, Finance**

**SUMMARY:**

Staff will describe draft amendments to the Lynnwood Municipal Code (LMC) and administrative measures to support utility customers while protecting the fiscal health of the City's utilities. This agenda item does not set or modify utility rates.

**PRESENTER:**

Corbitt Loch, Michelle Meyer & Bill Franz

**ESTIMATED TIME:**

45

**BACKGROUND:**

The COVID-19 pandemic prompted staff to evaluate existing rules for utility payments and special rates and rebates for low-income households. The amendments offered relate only to City-owned utilities: water, sewer, and stormwater. Analysis and setting of utility rates will occur separately during 2022.

The amendments offered in the attached ordinance were developed through discussions with the City Council and the Finance Committee. Most of the amendments proposed are non-substantive and are housekeeping in nature. The amendments are summarized in the attached memorandum.

**SUGGESTED ACTION:**

Review proposed changes to Lynnwood's rules for utility payments. Adopt the draft ordinance during an upcoming business meeting.

**PREVIOUS COUNCIL ACTIONS:**

Previous discussions:

City Council: November 30, 2020 and May 17, 2021

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

---

[Memo Utility Payment Rules 063021.pdf](#)

[Ord Utility Payment Rules 063021.pdf](#)

[Aging Report Portfolio 063021.pdf](#)

1 Date: June 30, 2021  
2 To: City Council  
3 From: Corbitt Loch, et. al.

4 **RE: UTILITY PAYMENT RULES – JULY 6 WORK SESSION**

5 On May 17, 2021, the City Council discussed proposed amendments to the City’s rules for utility  
6 payments and provided direction to staff to prepare a draft ordinance. This agenda item is in response  
7 to that direction. The information provided here relates only to City-owned utilities.

8 While the number of substantive code amendments is small, the documents provided here stem from  
9 considerable effort. The topics addressed by the draft ordinance include:

- 10 1. Rules for Lynnwood’s special utility rates (discounts) and rebates for low-income households.  
11 2. Basic regulations for when utility payments are due, timeframes for termination of water service  
12 following non-payment (shutoffs), and alternative payment plans.

13 The COVID-19 pandemic has raised several related issues that are summarized here:

- 14 3. Financial assistance to households with utility accounts in arrears.  
15 4. Methods to encourage utility customers to pay their past-due account balance.  
16 5. City’s approach toward delinquent accounts once Governor Inslee lifts the current moratoriums  
17 on water shutoffs and imposing late fees.

18 Each of these topics is addressed below.

19 **1. Rules for Lynnwood’s special utility rates (discounts) and rebates for low-income households.**  
20 **Exhibit A of draft ordinance.**

21 Lynnwood offers discounted utility rates and rebates to qualifying low-income households. These rules  
22 are codified as LMC 13.20.080. These programs have been adopted incrementally over decades by  
23 different authors, and now these regulations are very difficult to decipher. It is in everyone’s best  
24 interest that Lynnwood’s financial assistance be accessible.

25 Staff has taken this opportunity to re-phrase these rules to improve clarity and hopefully increase their  
26 use. Staff offers a full rewrite of LMC 13.20.080 for the Council’s consideration (see Exhibit A of draft  
27 ordinance).

28 This rewrite contains only one substantive change regarding eligibility for a utility charge rebate, from:  
29 low income and 61+ years of age, to: low income and 61+ years of age or disabled. This restores code  
30 language that was in effect until 2017. It is not clear whether the 2017 amendment was intentional.  
31 Other than this minor change, no new discounts or rebates are proposed.

32 Since this document is a full replacement of existing code language, edits are not denoted by underline  
33 and ~~strikeout~~. The existing code is provided as a separate attachment.

34 **2. Basic regulations such as timeframes for utility payment due date, timeframes for termination of**  
35 **water service for non-payment (shutoffs), and alternative payment plans. Exhibit B of draft ordinance.**

36 Review of the rules for utility payments was the initial purpose of this project. Most of the proposed  
37 edits are non-substantive and are offered for readability/clarity. Proposed amendments are denoted by  
38 underline and ~~strikeout~~.

39 Substantive amendments to this chapter include: a) changing the due date for utility payments from 14  
40 to 28 days; and b) a restructured voluntary payment plan to better address the needs of financially  
41 disadvantaged customers.



42 Each of the proposed changes to the LMC are summarized in the following table:

Summary of Utility Code Changes				
Page	Topic	Citation	Existing Code	Proposed Code
A.1-A.5	Special rates and rebates	LMC 13.20.080	Convolutd wording throughout	Rewritten for clarity throughout
A.1	Special rates and rebates	LMC 13.20.080	--	Summary of all special rates and rebates added for simplicity
A.3	Rebate based on income and age	LMC 13.20.080F	Eligibility = low income and 61+ years of age.	Eligibility = low income and 61+ years of age or disabled
B.1-B.4	Utility payment rules	Ch. 13.34 LMC	Some ambiguous wording	Edits throughout for clarity
B.1	Due date for utility payment	LMC 13.34.050	14 days after billing	28 days after billing
B.2	Voluntary payment plan	LMC 13.34.070B	50% of all charges paid, the remaining balance paid within 14 days	Payment of current (most-recent) charges + 10% of remaining balance. Discretion is added for customers receiving financial assistance.

43 **3. Financial assistance to households with utility accounts in arrears.**

44 Lynnwood currently offers financial assistance to low-income households in the form of special utility  
 45 rates and rebates. Qualifying households can receive up to 60% savings on rates or up to 50% of 12  
 46 months of the utility base charge. Staff is working to increase awareness and use of these programs.

47 The City can allocate a portion of its ARPA funds to help with customers’ utility payments. At this time,  
 48 staff recommends this option be deferred until more is known about the efficacy of the County’s  
 49 upcoming ARPA-funded program.

50 There is one existing and one planned program offering financial assistance to low-income households  
 51 for utilities. The two programs are summarized below.

Utility Financial Assistance Programs		
Provider	Workforce Snohomish County	Snohomish County Human Services <sup>1</sup>
Status	Available now	Underdevelopment
Service Area	All Snohomish County	All Snohomish County
Funding	Federal Coronavirus Response and Relief Supplemental Appropriations Act, \$7.73 million	American Rescue Plan Act, \$1.4 million
Maximum income eligibility threshold	80% of Area Median Income (AMI)	150% of Federal Poverty Guidelines
Example income threshold for 4-person household (HH), 2021	\$90,500	\$26,500
Other eligibility criteria	Renter	

<sup>1</sup> The information provided for this program is tentative.

Utility Financial Assistance Programs		
Provider	Workforce Snohomish County	Snohomish County Human Services <sup>1</sup>
	Experiencing financial hardship due to COVID-19	
	At risk of experiencing homelessness	
Priority income eligibility threshold	50% of Area Median Income (AMI) – (\$57,850 for 4-person household)	
Priority eligibility criteria	Unemployed household member	
Payment method	Direct to utility provider	
Maximum benefit per HH	Not specified	\$2,500

52 In addition, the County’s Emergency Rental Assistance program provides assistance with rent and/or  
 53 utilities to low-income households. This program is administered by Volunteers of America.

**4. Methods to encourage utility customers to pay their past-due account balance.**

55 At present, approximately 545 residential and 142 commercial utility customers have a balance more  
 56 than 120 days past due. These accounts represent \$927,792 in unpaid utility charges.

57 Proclamation 20-23.15 issued by Governor Inslee extended the moratorium on shutoffs and imposing  
 58 penalty late fees. These protections are set to expire on July 31, 2021 or the lifting of the State of  
 59 Emergency, whichever occurs first. Governor Inslee may extend these provisions with a new  
 60 proclamation.

61 The Utility Fund is separate from the General Fund and relies exclusively on utility rates for its revenue.  
 62 It is of paramount importance that the City protect the financial health of the City’s Utility Fund. Unpaid  
 63 utility charges result in less revenue for utility operations and capital improvements. This can cause  
 64 critical infrastructure projects to be postponed. Poor fiscal health of the Utility Fund may jeopardize the  
 65 City’s bond rating. Unpaid utility charges will need to be considered in the next rate study (2022) and  
 66 can necessitate an increase in utility rates.

67 Staff has added a provision to the new voluntary payment plan to provide customers receiving financial  
 68 assistance additional latitude regarding payment arrangements.

69 As discussed with the Council and Finance Committee, staff can use the following measures to motivate  
 70 customers to pay for City-owned utilities:

- 71 • Public announcements (messages on envelopes and on bills, utility bill inserts, Inside Lynnwood,  
 72 social and ethnic groups, social media, City website, etc.).
- 73 • Individualized letters to customers.
- 74 • Promotion of special rates and rebates for qualifying low-income households.
- 75 • Promotion of financial assistance to be offered by Snohomish County.
- 76 • Promotion of the new voluntary payment plan.
- 77 • Imposition of 10% penalty fee (when allowed).
- 78 • Discontinuing water service (when allowed).
- 79 • Property liens.
- 80 • Potential: Use the City’s American Rescue Plan Act funds to provide financial assistance.

81 Staff will continue to monitor past-due account balances, Snohomish County’s utility assistance  
 82 program, and regulatory changes.

**5. City’s approach toward delinquent accounts once Governor Inslee lifts the current moratoriums on water shutoffs and imposing late fees.**

85 It is not known whether Governor Inslee will lift or extend the moratorium on water shutoffs and late  
 86 fees, or whether new, “bridge” measures may be imposed as was recently done for evictions.

87 There are many logistical issues to be addressed before the City could/should proceed with shutting off  
88 water service to the hundreds of accounts with a past-due balance beyond what the Code allows. Staff  
89 is working to develop “phase-in” procedures that will support struggling households and address  
90 workload issues. Within LMC 13.34.070 (page B.2 of the draft ordinance), language has been added to  
91 enable the public works director to delay or suspend shutoffs for a limited period of time.

92



**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:

81 APPROVED AS TO FORM:

82  
83 \_\_\_\_\_  
84 Karen Fitzthum, Interim City Clerk

85 \_\_\_\_\_  
Rosemary Larson, City Attorney

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	Nov. 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	Sept. 1 – Oct. 31	Sept. 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	July 1 – Aug. 31	June 1 – Aug. 31	● Owner or renter occupied	● Owner or renter occupied	● Owner or renter occupied

Table 13.20.080A.7 Summary of Special Rate and Rebate Programs					
	Application Period	Renewal Period	Single Family Residence	Multifamily Residence	Mobile Home
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 November 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 received by November 1  
 44 and demonstrate the applicant resided in the residential multiple-unit or mobile home for the full  
 45 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 September 1 to October 31.  
77 Reapplication for subsequent years shall be accepted from September 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**

<b>Water Customer Classification</b>	<b>2020 Bimonthly Rate</b>	<b>2021 Bimonthly Rate</b>	<b>2022 Bimonthly Rate</b>	<b>2023 Bimonthly Rate</b>	<b>2024 Bimonthly Rate</b>	<b>2025 Bimonthly Rate</b>
<b>Special Water Rates, Income Level Status A (40%)</b>						
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
<b>Special Water Rates, Income Level Status B (45%)</b>						
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
<b>Special Water Rates, Income Level Status C (50%)</b>						
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**

<b>Time When Trip to Account Location Occurs</b>	<b>Charge for Each Occurrence</b>
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.

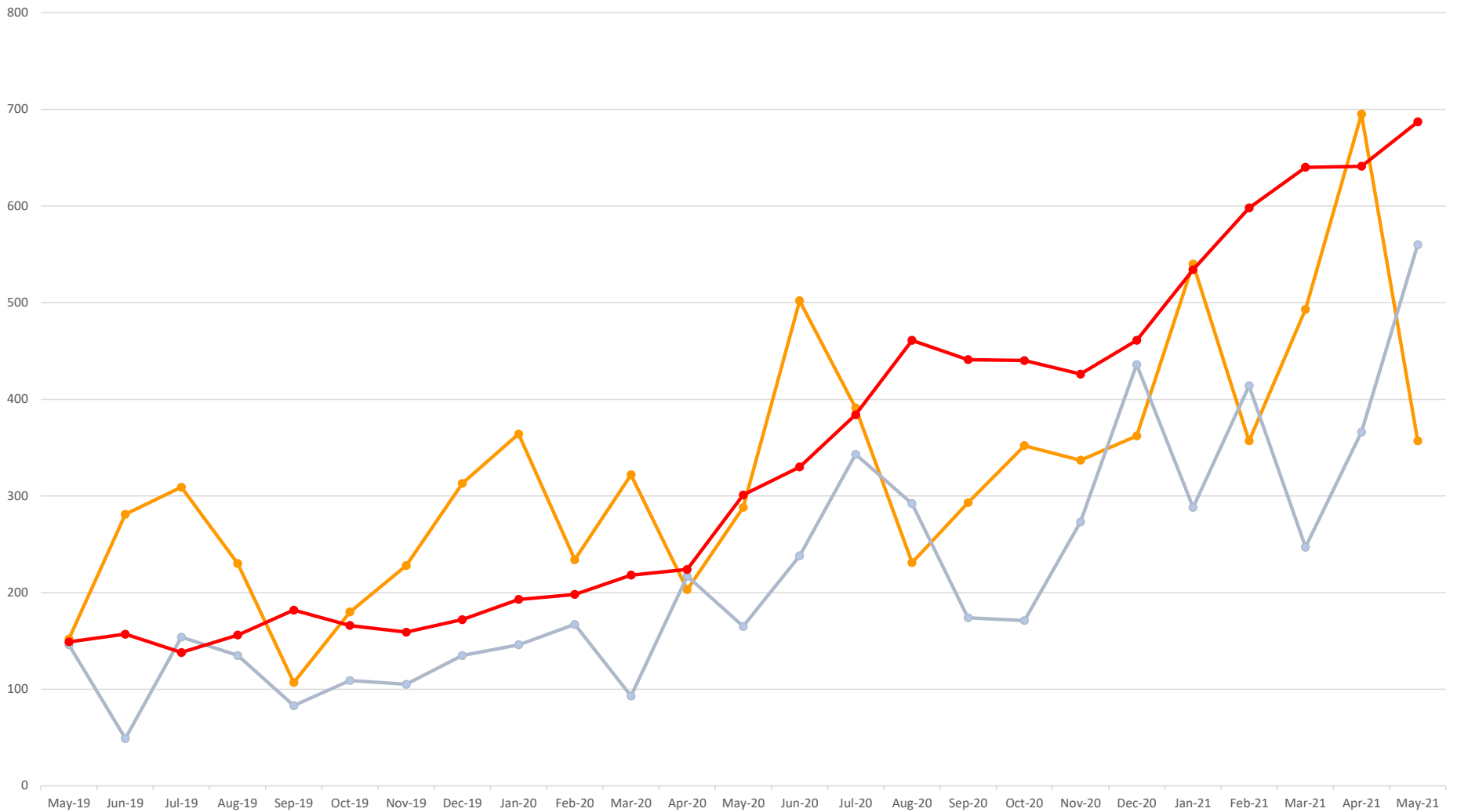
262

## City of Lynnwood Utility Account Aging May 31, 2021

Number of Accounts With Past-Due Balance By Time	Residential	Commercial	Total
1-30 Days Past Due	650	90	740
31-60 Days Past Due	-	-	-
61-90 Days Past Due	310	47	357
91-120 Days Past Due	460	100	560
More Than 120 Days Past Due	545	142	687
<b>Total number of Past Due Accounts</b>	<b>1,965</b>	<b>379</b>	<b>2,344</b>
<b>Percent of Total Accounts with Past Due Balance</b>	<b>84%</b>	<b>16%</b>	<b>100%</b>

Accounts With Past-Due Balance More than 120 Days		# of	% of	\$
Account Type		Accounts	Accounts	Amount
1	Single Family Residential	467	68.0%	\$ 293,892
2	Residential Special Rate A, Prop. Tax (40% rate, 60% discount)	10	1.5%	\$ 948
3	Residential Special Rate B (45%, rate, 55% discount)	1	0.1%	\$ 275
4	Residential Special Rate C (50% rate, 50% discount)	0	0.0%	\$ -
5	Residential Special Rate L, SNAP/Tanf (40% rate, 60% discount)	13	1.9%	\$ 7,898
6	Mutli-Unit Complex (2-8 multifamily homes on 1 meter)	19	2.8%	\$ 29,289
7	Multi-Unit Apartment (>8 multifamily homes on 1 meter)	34	4.9%	\$ 202,783
8	Multi-Unit Condo (>10 condominiums on 1 meter)	0	0.0%	\$ -
9	Multi-Unit MHP (mobile home park on 1 meter)	1	0.1%	\$ 229
10	Multi-Unit SPR (multifamily homes with individual meters)	0	0.0%	\$ -
	<b>Total Residential</b>	<b>545</b>	<b>79.33%</b>	<b>\$ 535,313</b>
11	Commercial Business (Single commercial property on 1 meter)	88	12.8%	\$ 264,015
12	Commercial Complex (>1 commercial businesses on 1 meter)	37	5.4%	\$ 74,929
13	Government (government property/land use)	1	0.1%	\$ 255
14	COL (City of Lynnwood property)	11	1.6%	\$ 4,348
15	School (public or private school or college)	5	0.7%	\$ 48,931
	<b>Total Commercial</b>	<b>142</b>	<b>20.67%</b>	<b>\$ 392,479</b>
<b>Total Residential &amp; Commercial</b>		<b>687</b>	<b>100.00%</b>	<b>\$ 927,792</b>

Number of Utility Past Due Accounts - Residential and Commercial, 05/31/2021

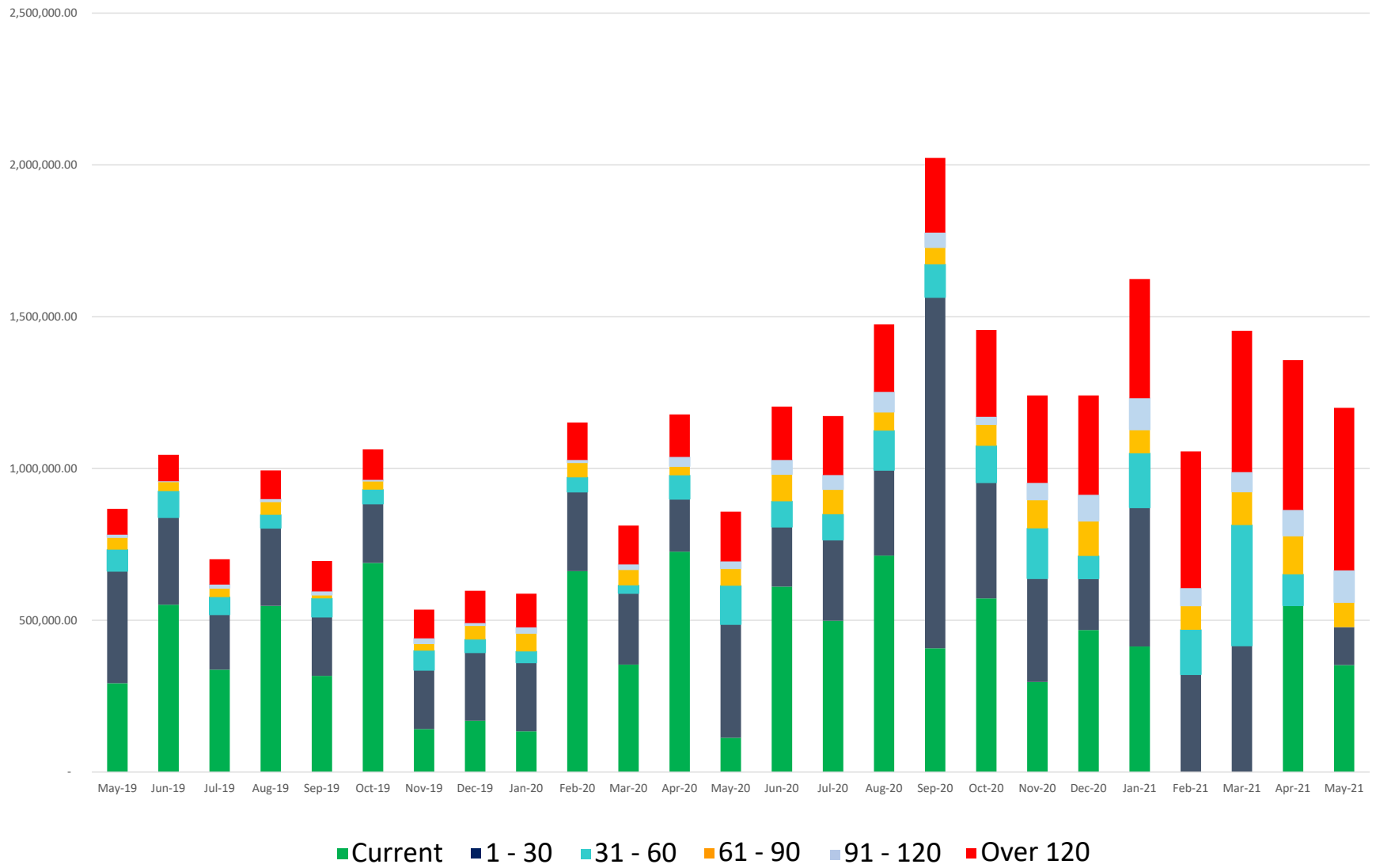


Number of Days Past Due

61 - 90    91 - 120    Over 120

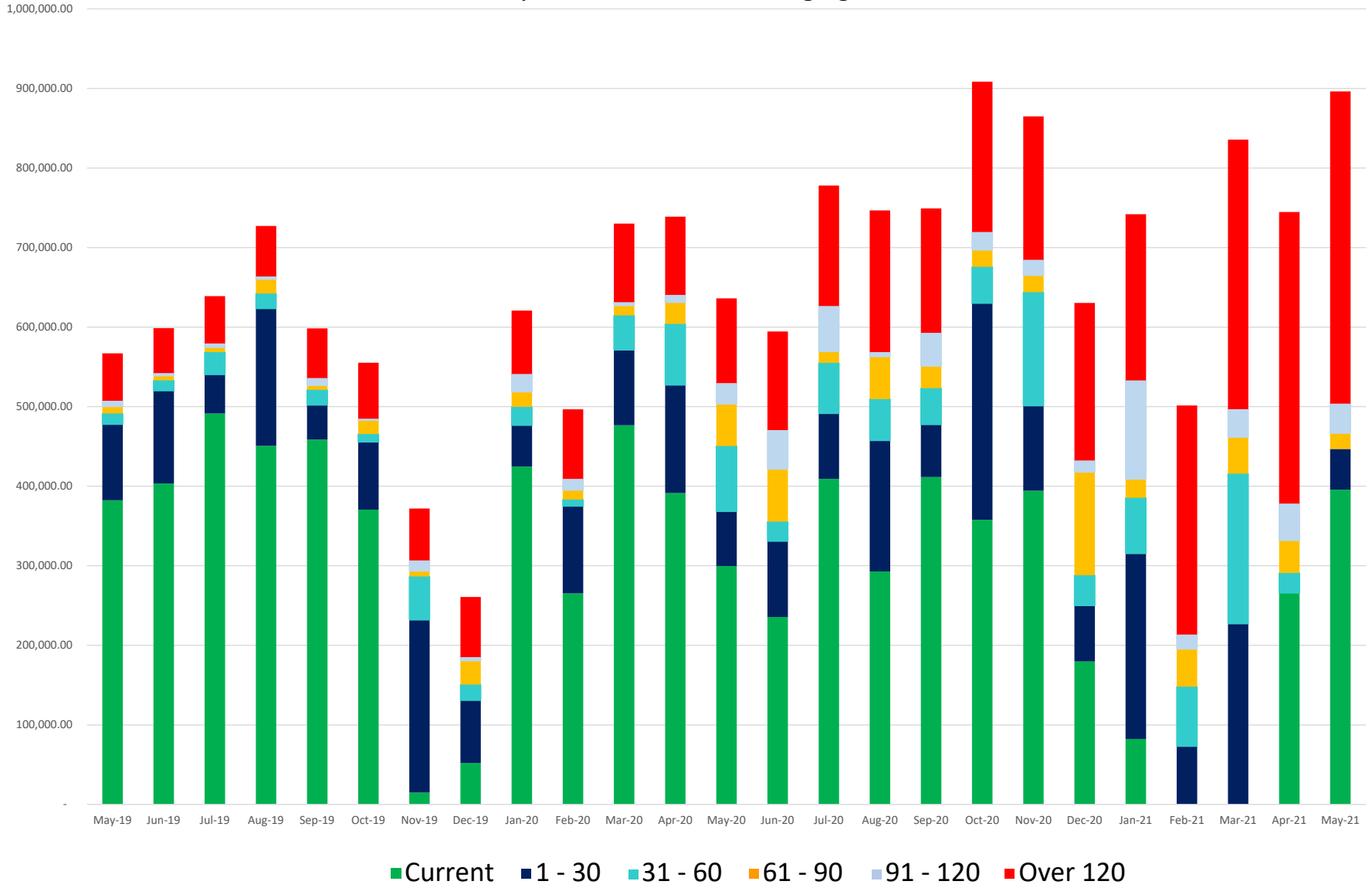


### Utility Accounts Receivable Aging - Residential



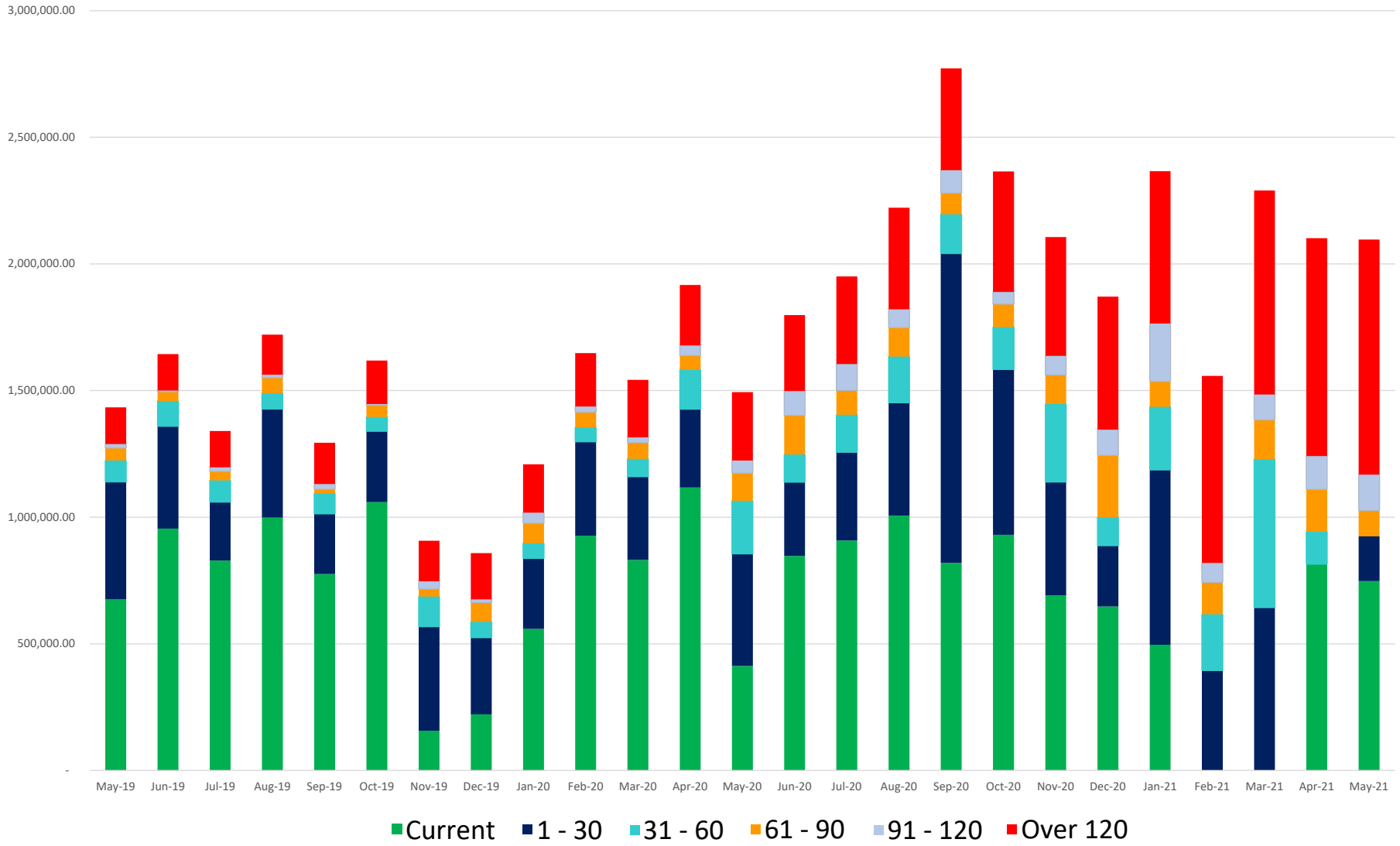
Note : Account data for January and May is imprecise due to billing changes necessitated by water meter upgrade project.

### Utility Accounts Receivable Aging - Commercial



Note : Account data for January and May is imprecise due to billing changes necessitated by water meter upgrade project.

## Utility Accounts Receivable Aging - Residential and Commercial



Note : Account data for January and May is imprecise due to billing changes necessitated by water meter upgrade project.

**CITY COUNCIL 2.B**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE: novo on 52nd (Whispering Pines) Development Agreement (1 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:**

Ashley Winchell, AICP, Community Planning Manager & Kristen Holdsworth, AICP, Senior Planner

**ESTIMATED TIME:**

30

**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 52<sup>nd</sup> 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 52<sup>nd</sup> development agreement on July 12, 2021.

**PREVIOUS COUNCIL ACTIONS:**

Council received an FYI Memorandum at the April 19, 2021 Work Session.

**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:

---

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

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

[Attachment 3 DA Process.pdf](#)

[Attachment 4 Development Agreement Request.pdf](#)

[Attachment 5 Draft Ordinance.pdf](#)

[Attachment 6 Draft Development Agreement.pdf](#)

# novo on 52<sup>nd</sup> Development Agreement

Council Briefing  
July 6, 2021

Presented by:  
Ashley Winchell, AICP,  
Community Planning Manager

Staff Contact:  
Kristen Holdsworth, AICP,  
Senior Planner



**LYNNWOOD**  
WASHINGTON  
*A great deal more*

# Goals of Presentation

---

- Provide an overview of “novo on 52<sup>nd</sup>” (proposed development, approvals required, and development agreement request)
- Describe the development agreement process
- Prepare for a public hearing on July 12



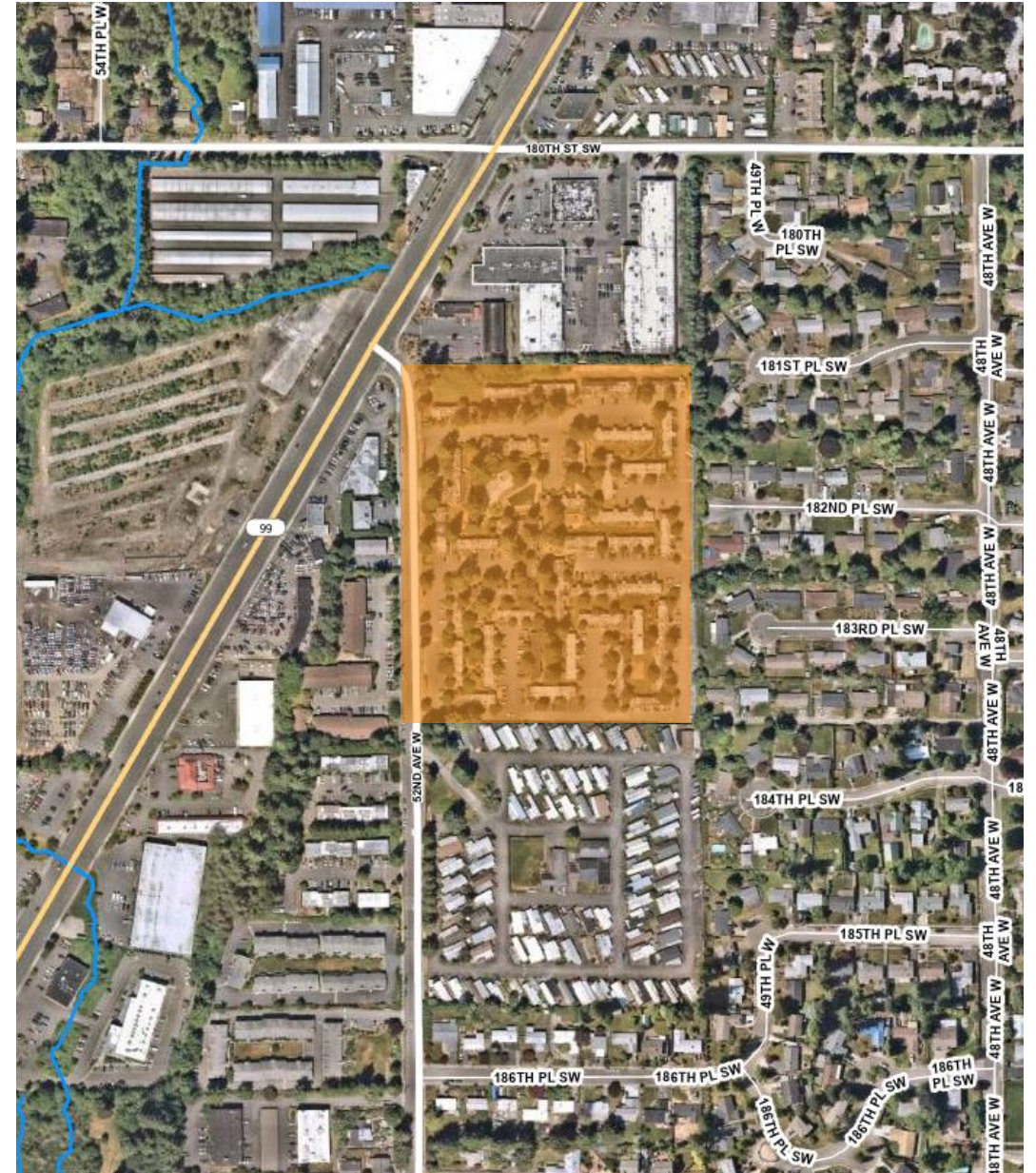
# Site History

---



## Site Information

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



# Site History

---

- Whispering Pines Apartments – 240 units and 356 parking spaces, built in 1968
- Structures and development are at end of useful life
- Proposed 2018 Comprehensive Plan and zoning amendment to increase density.
  - Proposal was not approved by City Council
  - Current proposal is NOT requesting a Comprehensive Plan or rezone amendment.
- Current proposal is a Development Agreement (flexibility for design standards) while consistent with existing Comprehensive Plan





**novo on 52<sup>nd</sup>**

# 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 <sup>nd</sup> )
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



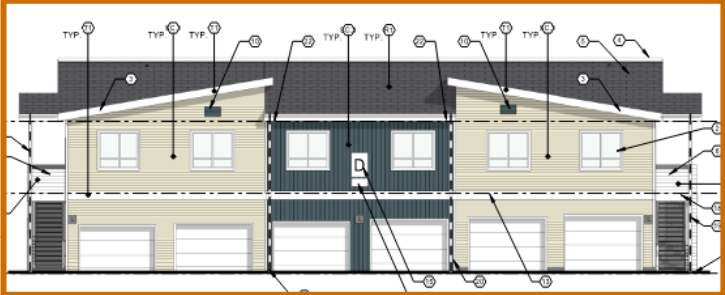
# Flexibility Requested

## 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

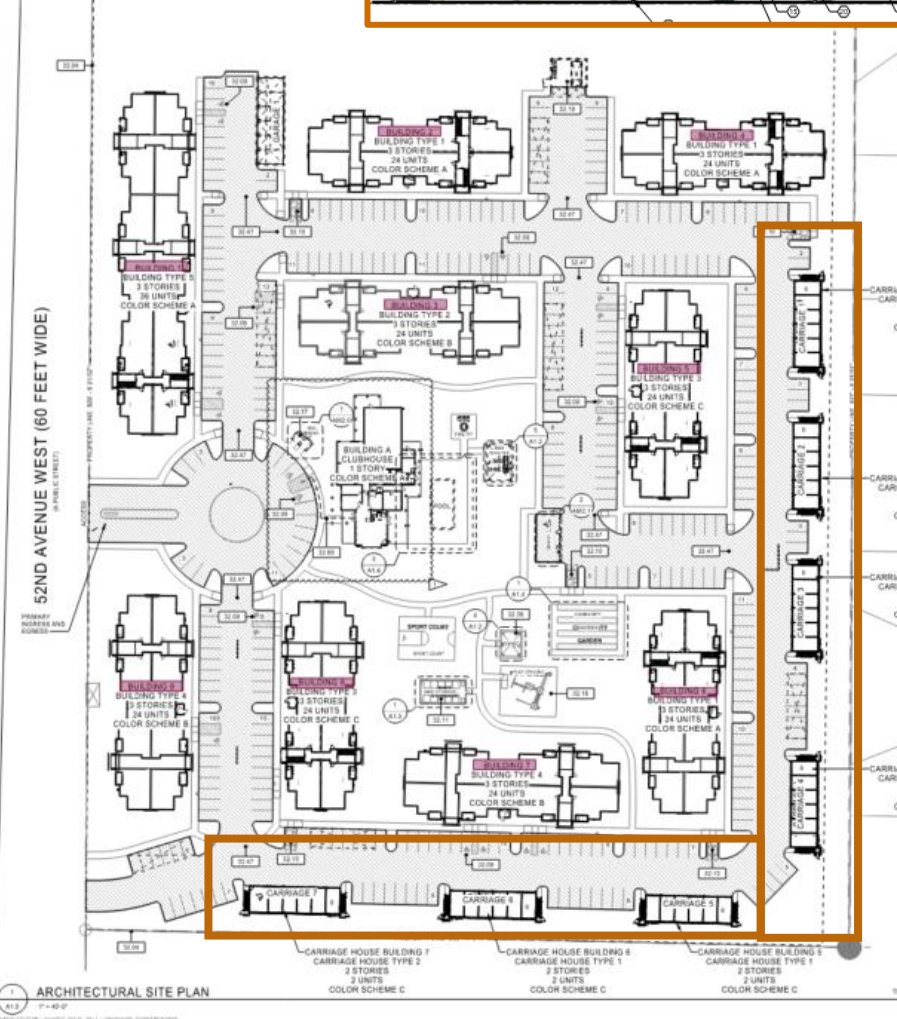
# Flexibility Requested



## 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 12 – Public Hearing**
- **July 26 – Council Action**

# Thank You

## **Presenter:**

Ashley Winchell, AICP  
Community Planning Manager

## **Project Contact:**

Kirsten Holdsworth, AICP  
Senior Planner  
[kholdsworth@lynnwoodwa.gov](mailto: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.

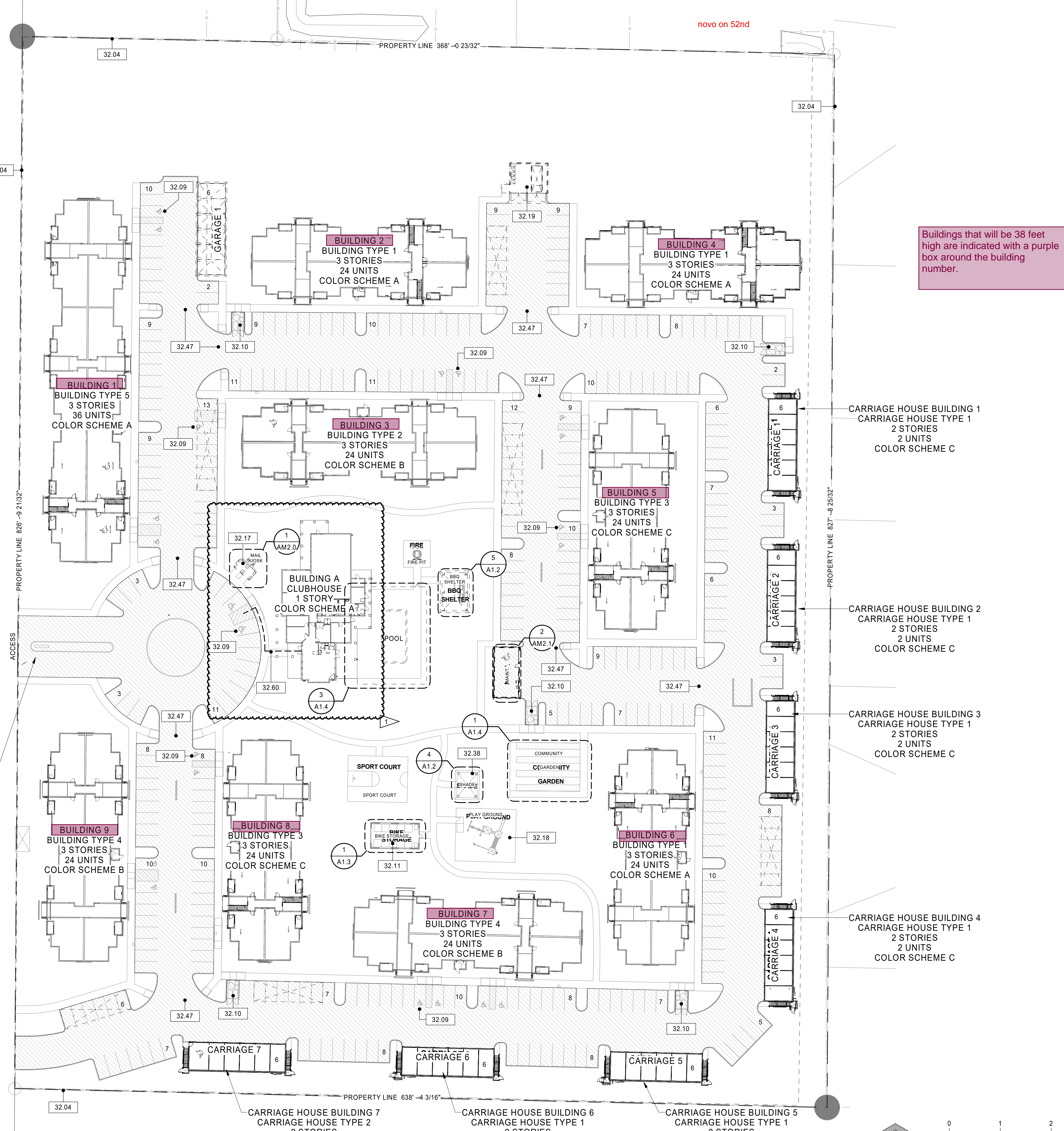
**KEYNOTES**

- 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**

© 2021 | ALL RIGHTS RESERVED

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

© 2020 | ALL RIGHTS RESERVED

DESIGN REVIEW /  
 SEPA SUBMITTAL

03.10.2021  
 DRAWN BY | PG  
 REVISIONS

BUILDING TYPE 2 -  
 EXTERIOR  
 ELEVATIONS

**A5.2**

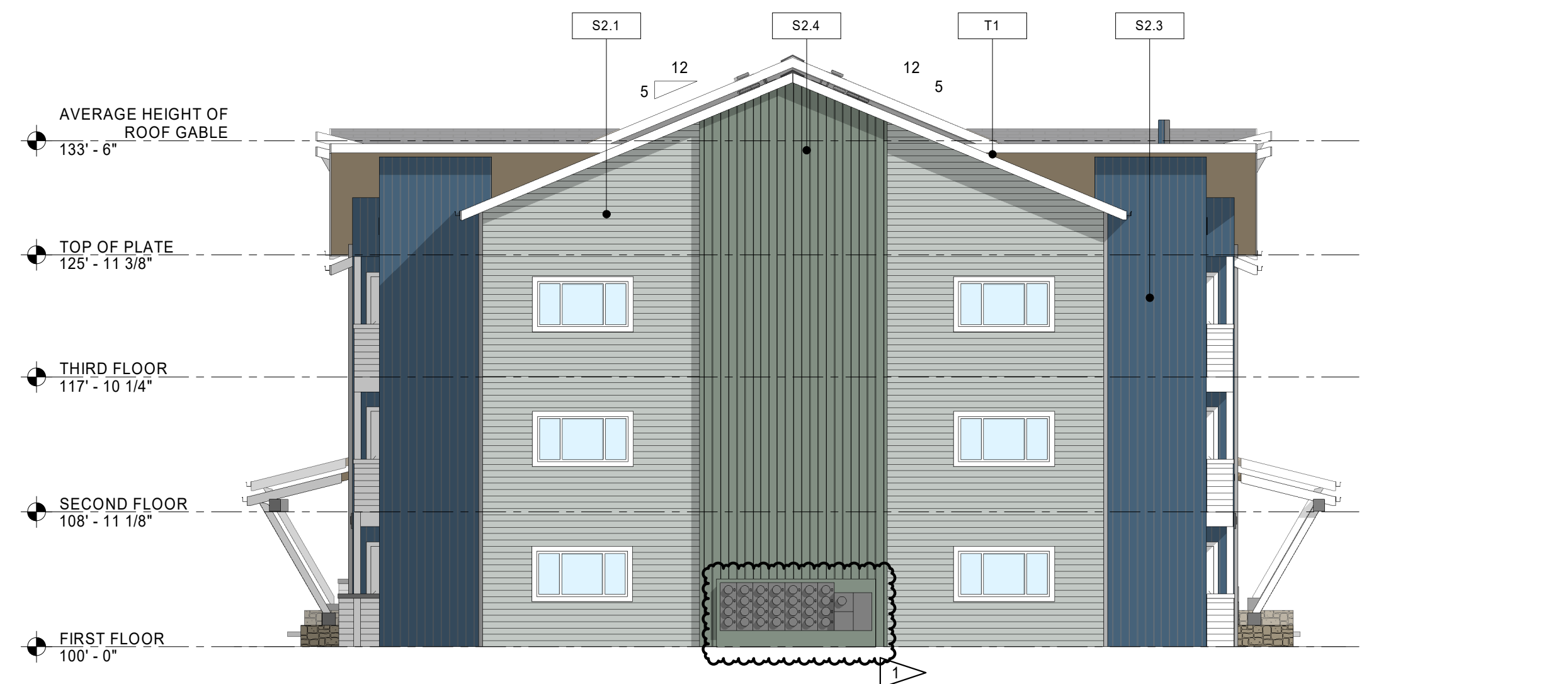


**GENERAL NOTES**

- 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. 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**

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

© 2020 | ALL RIGHTS RESERVED

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**

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

**COLOR SCHEME B**

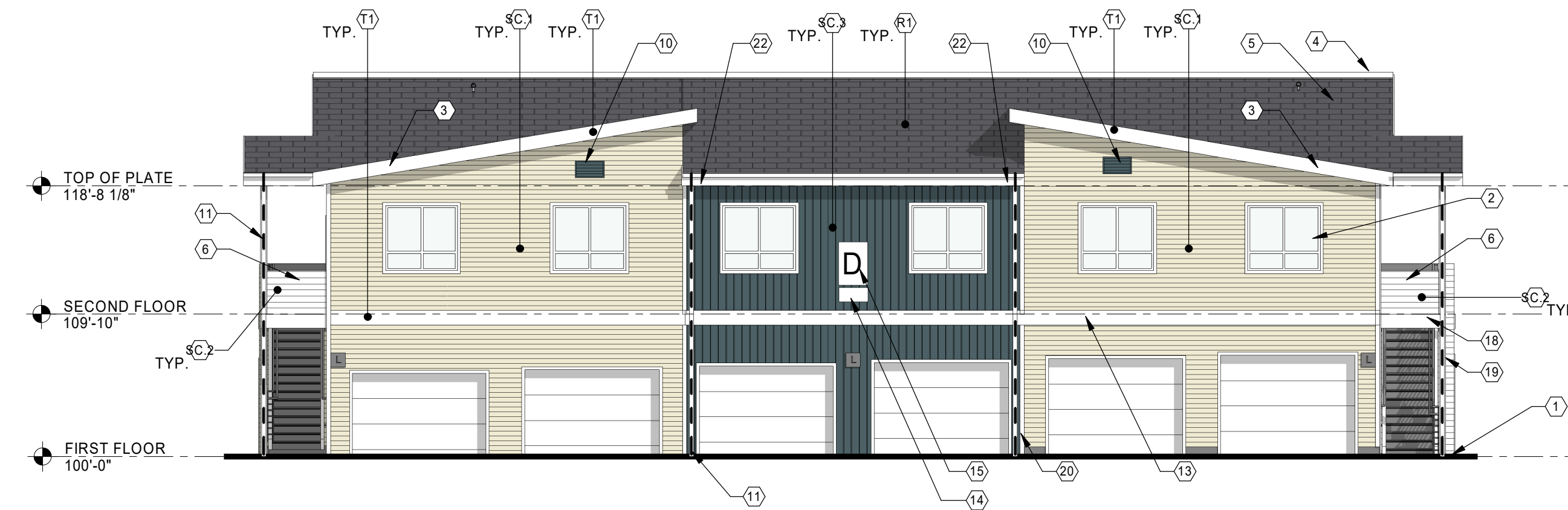
- |  |  |             |  |   |             |
|--|--|-------------|--|---|-------------|
|  | <b>5" VINYL LAPPED SIDING</b><br>PLYGEM:<br>VICTORIAN GREY       | <b>SB.1</b> |  | <b>5" VINYL LAPPED SIDING</b><br>PLYGEM:<br>WHITE                 | <b>SB.2</b> |
|  | <b>METAL BOARD &amp; BATTEN SIDING</b>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

**COLOR SCHEME C**

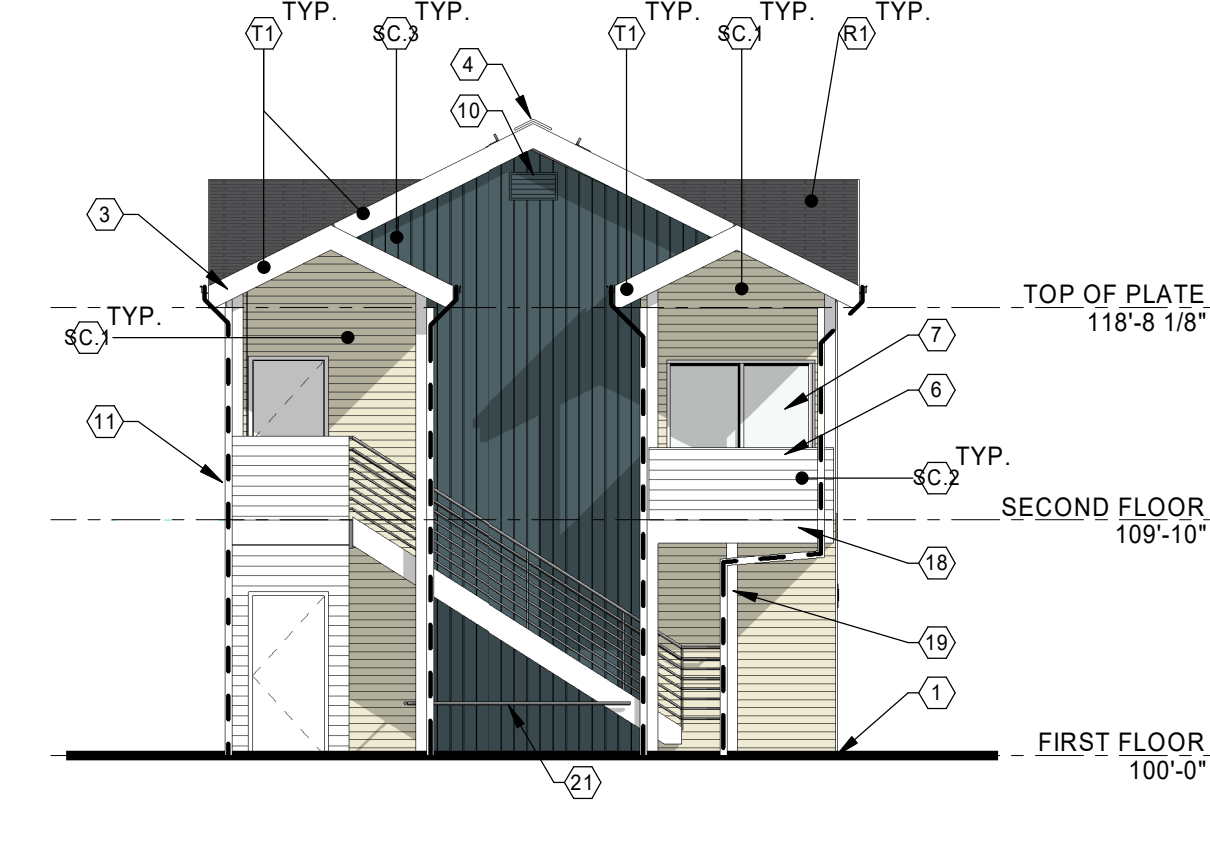
- |  |  |             |  |  |             |
|--|--|-------------|--|--|-------------|
|  | <b>5" VINYL LAPPED SIDING</b><br>PLYGEM:<br>ALMOND                 | <b>SC.1</b> |  | <b>5" VINYL LAPPED SIDING</b><br>PLYGEM:<br>WHITE                  | <b>SC.2</b> |
|  | <b>METAL BOARD &amp; BATTEN SIDING</b>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

**KEY CARRIAGE HOUSE KEY NOTES:** (AS APPLICABLE)

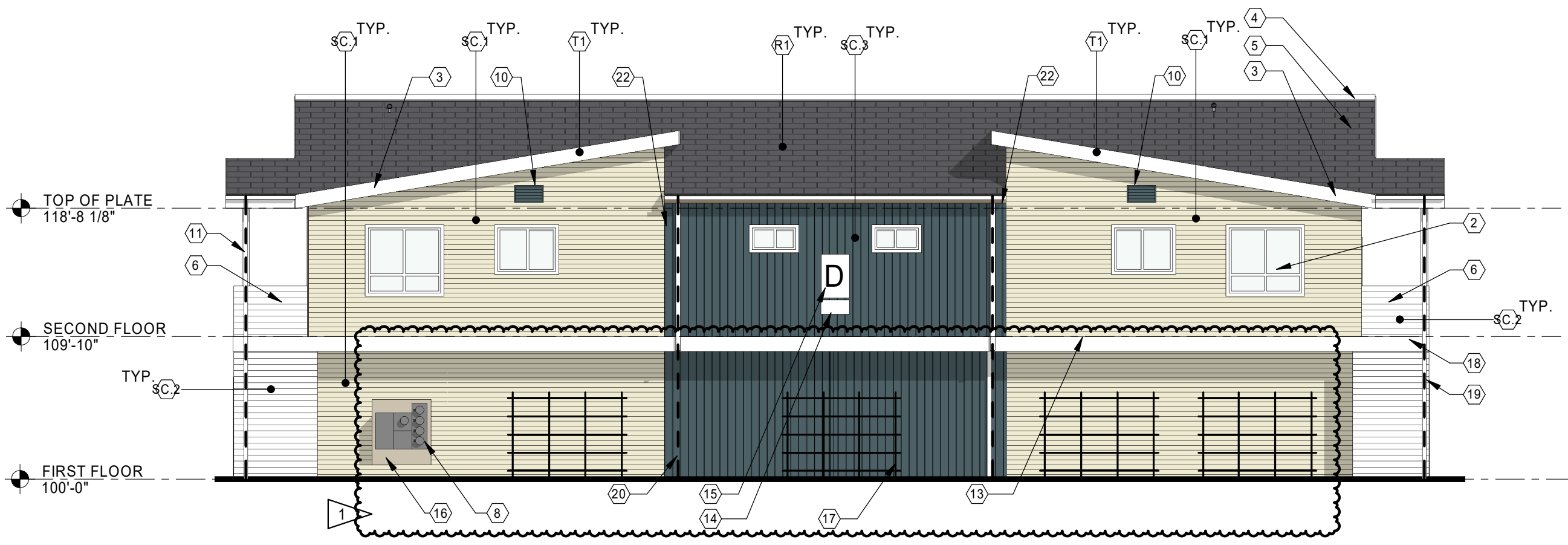
1. FINISH GRADE, SLOPE AWAY FROM BUILDING AT 2% MIN
2. VINYL FRAME WINDOW PER SCHEDULE
3. PAINTED SMART BOARD FASCIA - PAINT WHITE.
4. CONTINUOUS RIDGE VENT, MATCH ROOF COLOR; RE: ROOF PLANS
5. ARCHITECTURAL LAMINATED FIBERGLASS ROOF SHINGLES
6. ALIGN LAPPED SIDING ON GUARDRAIL W/ ADJACENT LAPPED SIDING
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 LANDCAPE 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.



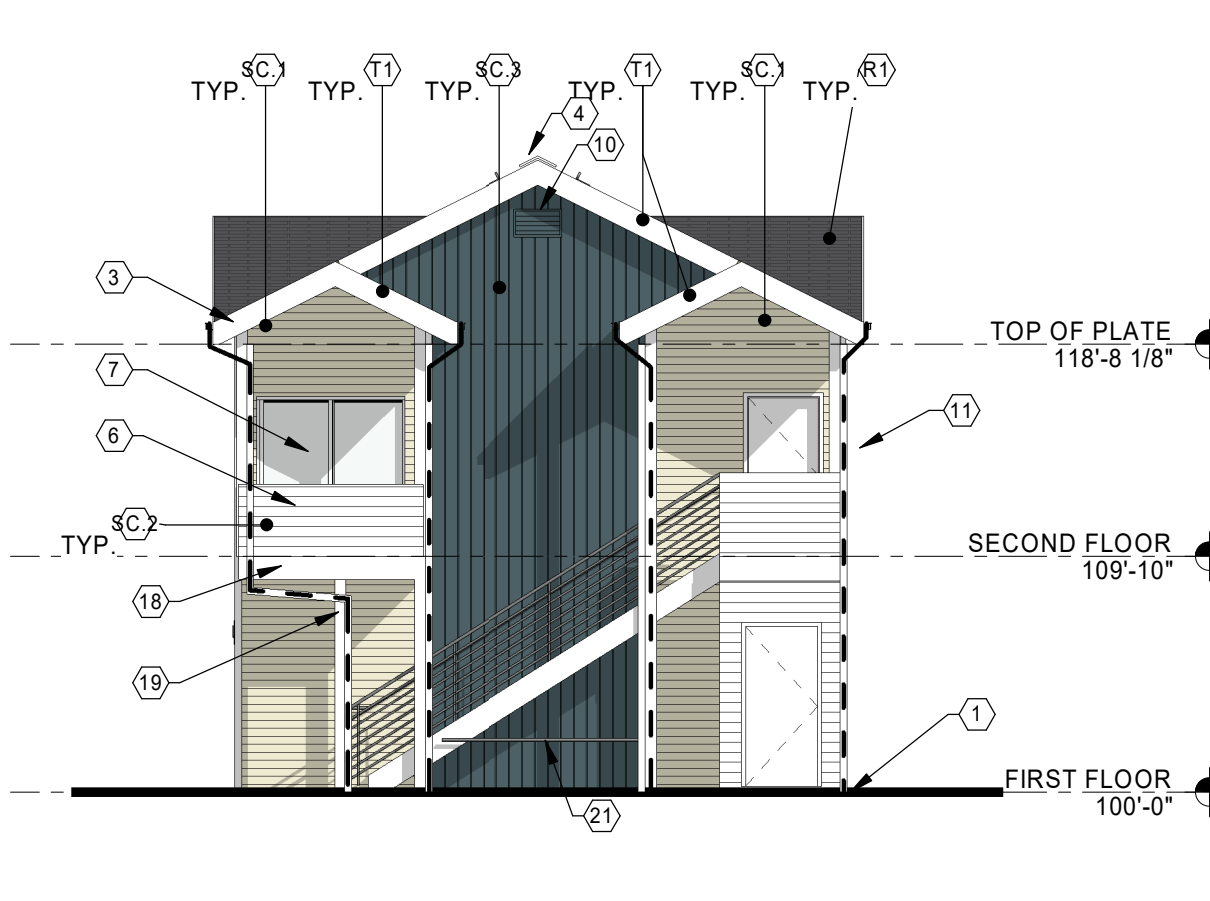
**1 CARRIAGE HOUSE TYPE 1 - EAST ELEVATION**  
AG5.0 1/8" = 1'-0"



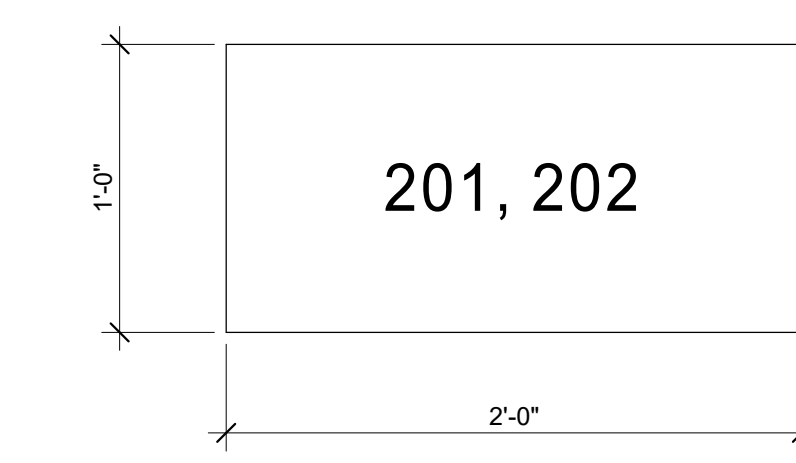
**2 CARRIAGE HOUSE TYPE 1 - SOUTH ELEVATION**  
AG5.0 1/8" = 1'-0"



**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

CARRIAGE HOUSES  
INLAND GROUP  
**novo on 52nd**

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

## **novo on 52<sup>nd</sup> 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 52<sup>nd</sup> 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](mailto: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 52<sup>nd</sup> 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 44<sup>th</sup> Ave W. Suite 230  
Lynnwood, WA 98036

Re: Whispering Pines Redevelopment – 18225 52<sup>nd</sup> 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](mailto:keithj@inlandconstruction.com) if you have any questions.

Sincerely,

Keith James  
Developer

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 52<sup>nd</sup> 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 52<sup>nd</sup> Manager, LLC (together with  
4 HASCO, the “Developer”), to demolish existing structures and redevelop the Site as novo on 52<sup>nd</sup>  
5 (“Development”); and

6 WHEREAS, on March 24, 2021, Inland novo on 52<sup>nd</sup> 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 52<sup>nd</sup> 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  
22 Nicola Smith, Mayor  
23  
24

25 ATTEST/AUTHENTICATED:

25 APPROVED AS TO FORM:

26 \_\_\_\_\_  
27  
28 Karen Fitzthum, City Clerk  
29  
30

26 \_\_\_\_\_  
27  
28 Rosemary Larson, City Attorney  
29  
30

31  
32 FILED WITH ADMINISTRATIVE SERVICES: \_\_\_\_\_

33 PASSED BY THE CITY COUNCIL: \_\_\_\_\_

34 PUBLISHED: \_\_\_\_\_

35 EFFECTIVE DATE: \_\_\_\_\_

36 ORDINANCE NUMBER: \_\_\_\_\_  
37  
38

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF LYNNWOOD,  
HASCO 52<sup>ND</sup> AVENUE WEST LLC  
AND INLAND NOVO ON 52<sup>ND</sup> MANAGER, LLC,  
FOR THE NOVO ON 52<sup>ND</sup> 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 52<sup>nd</sup> Avenue West LLC, a Washington limited liability company (“HASCO”), and Inland novo on 52<sup>nd</sup> 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 52<sup>nd</sup> 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 52<sup>nd</sup> Manager, LLC, to accomplish the redevelopment of the Whispering Pines apartments into a residential development called novo on 52<sup>nd</sup> (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 52<sup>nd</sup> 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 44<sup>th</sup> Avenue West, Lynnwood, Washington, 98046.
- b) The “Developer” is HASCO 52<sup>nd</sup> Avenue West, LLC, a limited liability company, whose principal office is located at 12711 4<sup>th</sup> Ave W., Everett, WA 98204, and which is the owner of the Property, and Inland novo on 52<sup>nd</sup> 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).

## **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, and 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, 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.

### **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

**51 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.

**52 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.

**53 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.

**54 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:

	<b>CITY:</b>	<b>AND TO:</b>
By Mail:	City of Lynnwood Director, Development and Business Services 20816 44 <sup>th</sup> 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 <sup>th</sup> 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
	<b>INLAND:</b>	<b>HASCO:</b>
By Mail:	Keith James Inland Group 120 W. Cataldo, Suite 100 Spokane, WA 99201	Duane Leonard HASCO 12711 4 <sup>th</sup> Ave W. Everett, WA 98204
In Person:	120 W. Cataldo, Suite 100 Spokane, WA 99201	12711 4 <sup>th</sup> 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 52<sup>nd</sup> Avenue West LLC,  
a Washington limited liability company



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

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

STATE OF

WASHINGTON)

COUNTY OF \_\_\_\_\_)

On this day, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Housing Authority of Snohomish County 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 52<sup>nd</sup> 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 52<sup>nd</sup> 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:

---

DRAFT

**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.

DRAFT

**CITY COUNCIL 2.C**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE: Briefing: Development and Access Enhancement Funding Agreement Amendment (Lynnwood Link Extension)**

**DEPARTMENT CONTACT: Karl Almgren, Development and Business Services**

**SUMMARY:**

Presentation of First Amendment to the Development and Access Enhancement Funding Agreement between Sound Transit and 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:**

Receive briefing from staff and ask questions.

**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.

**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:

---

[Staff Report](#)

[Draft Ordinance](#)

[Exhibit A](#)

[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. 48<sup>th</sup> Avenue West Non-Motorized Improvements
- 19 2. Scriber Creek Trail Improvement
- 20 3. 44<sup>th</sup> 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.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

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  
73

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  
86  
87  
88

**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](mailto:kalmgren@lynnwoodwa.gov).

**CITY COUNCIL 2.D**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE:** Briefing 2 of 3: City Clerk pilot project

**DEPARTMENT CONTACT:** Karen Fitzthum, Executive Office

**SUMMARY:**

Receive a briefing on the City Clerk pilot project

**PRESENTER:**

Karen Fitzthum, Art Ceniza

**ESTIMATED TIME:**

45

**SUGGESTED ACTION:**

Receive briefing

**DEPARTMENT ATTACHMENTS**

Description:

---

[City Clerk Report Summer 2021 final.pdf](#)



## City Clerk Pilot Project Report 2 of 3

- **Summary of clerk history and pilot**
- **Analysis and Discovery conducted over past 18 months**
  - **Services**
  - **Staffing**
  - **Challenges**
  - **Opportunities**
- **Report #3 and next steps**



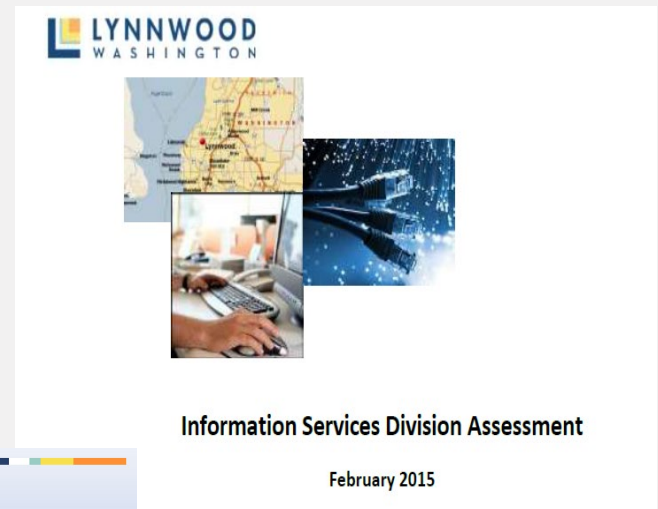
## Lynnwood Clerk History

- **City Clerk was one of the elected positions at the founding of the City in 1959.**
- **Was combined with Finance Director and Treasurer. City Clerk incumbent left office May 1971. City distributed the City Clerk function to several positions**



# Administrative Services since 2015

- Moved Information Technology - 2015
- Moved business licensing and LEOFF benefits responsibility
- 3 studies recommend moving Clerk duties to the Mayor's office



## **City Clerk pilot Kick Off December 2019**

- **Assign Interim City Clerk to the Procurement and Records Manager, assign Deputy City Clerk to the Interim City Clerk**
- **Position City Clerk in the Mayor's office**
- **Review tasks, identify duplications of work, areas to improve**
- **Review the recommendations of studies**
- **Perform workload review and analysis**
- **Test it for a year, find efficiencies, implement improvements**
- **Reviewed demand for services and revenue options**
- **Allow Finance Director to focus on Finance Department**



## City Clerk Pilot Approach

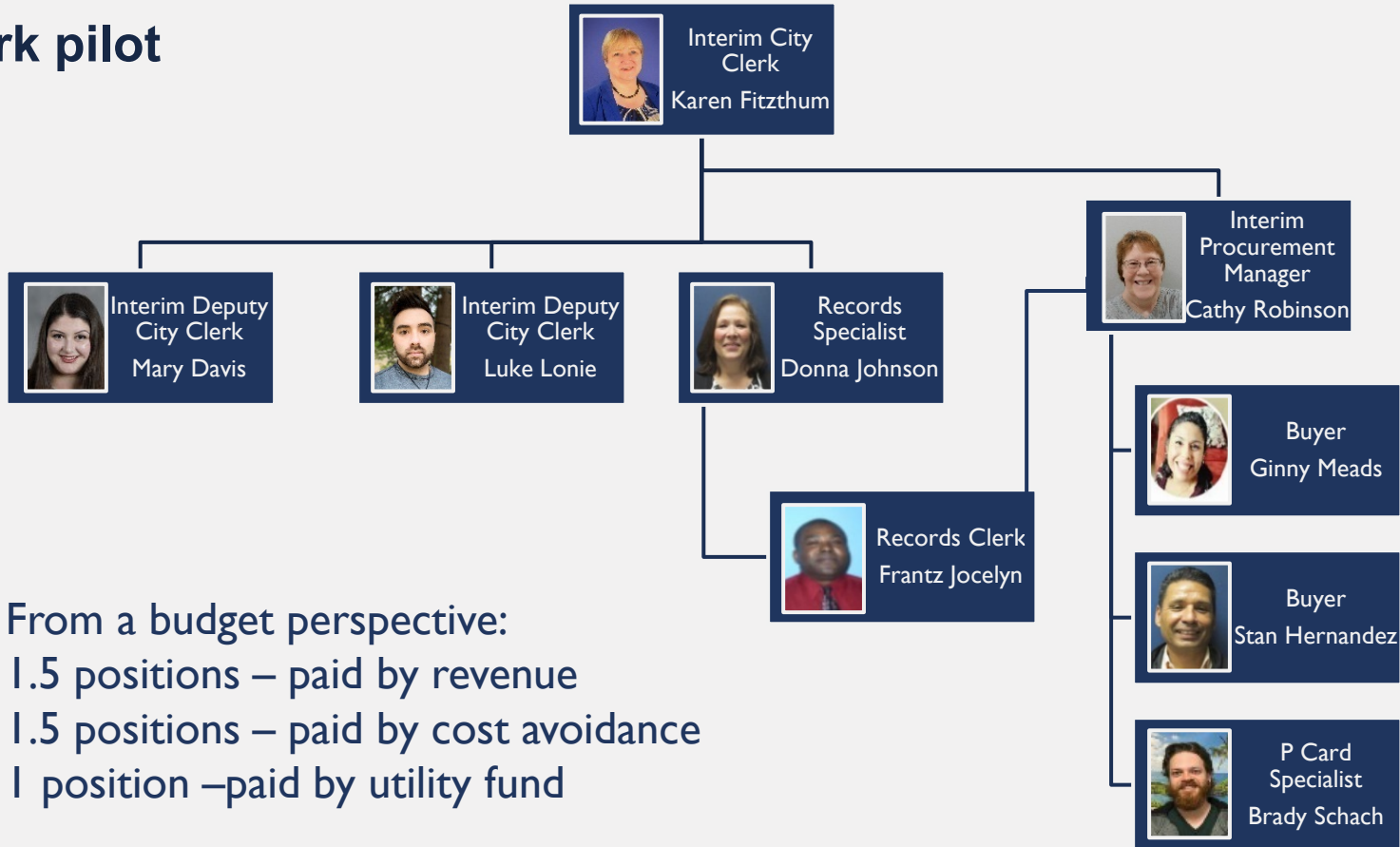
- **Identify key service demands**
- **Determine areas of responsibility**
- **Pursue opportunities for improvements**
- **Conduct analysis of workload for Clerk team**
- **Review Risk and Insurance management tasks**
- **Develop strategic plan for biennium, aligned with City Vision**

## City Clerk pilot team

Uses 9 existing positions to create City Clerk Pilot Team:

From	To
Procurement and Records manager	Interim City Clerk and CPO
Deputy City Clerk, Records Technician	Deputy City Clerk (2)
Sr. Records Specialist	Sr. Records Specialist
Procurement Supervisor	Procurement Manager
Buyer (2)	Buyer (2)
Procurement Specialist	Procurement Specialist
Records Mailroom Clerk	Records Mailroom Clerk

# City Clerk pilot



From a budget perspective:  
 1.5 positions – paid by revenue  
 1.5 positions – paid by cost avoidance  
 1 position –paid by utility fund

# Determine areas of Responsibility

## Comparable study updated.

- **Matrix compared Edmonds, Federal Way, Marysville, Redmond, Renton with staffing and functions**
- **2021 updated comparable study added cities**
- **Used to help identify which tasks should rest with Clerk**

	Council agendas	bids, contracts, ILAs	LEOFF board	Public Hearings and Notices	Claims	Insurance	Code, ordinanc es etc.	Public Records Officer	Auditing Officer- expendit ures	Business Licenses	Citywide Records Manage ment
Edmonds City Clerk	Yes	Yes	No	Yes	No	No	Yes	Yes	No	Yes	Yes
Everett City Clerk	No	Yes	yes	yes	No		yes	Yes	yes	yes	Yes
Shoreline City Clerk	Yes	No	no	yes	no	No		Yes	no	no	Yes
Kenmore City Clerk	no	No	no	yes	Yes	No	yes	Yes	no	no	Yes
Snohomish County Public Records Officer	No	No	no	No	No	No	No	Yes	no	no	Yes
Marysville Asst Finance Director (City Clerk)	Yes	Yes	no	yes	Yes	Yes	yes	Yes	unk	unk	Yes
Tukwila Records Manager City Clerk								Yes			Yes
Redmond	Yes	Yes	No	yes	No	No	Yes	Yes	No	No	Yes
Lake Stevens	Yes	no			no			Yes	no	pets	Yes
Bothell	yes	No	No	yes	No	No	yes	Yes	No	No	Yes



## **Determine areas of Responsibility**

### **Common Clerk responsibilities**

**100% - Public Records Officer, Citywide Records Management**

**87% - Council Agendas and Minutes, public hearings, notices**

**87% - Ordinances, Resolutions, code publishing**

**73% - Contracts, Interlocal agreements, bids**

**53% - Administrative support to both City Council and Mayor**

**Less than 50% do:**

**Claims, damages, insurance, support for Boards and Commissions, business licensing, pet licensing, passport services, notary services**



# **Service Demand Analysis – Our customers**

## **Public, Officials, and Staff want:**

- **Records and Meeting Management**
  - **OPMA – find ways meet COVID requirements, improve access to records**
  - **PRA sustain successful cost avoidance program measures**
  - **Provide improved systems for agendas, electronic records, public bidding**
  - **Contracts, Interlocal agreements, Insurance Certificates**
- **Risk Management**
  - **Improve tracking of claims and damages**
  - **Increase funds recovered, decrease claims paid**
  - **Manage contracts and agreements to transfer risk**
  - **Add staff training for cost avoidance**



# Services Analysis determinations

## Service Goals

- **Focus on Claims and Damages results in settlements that benefit the City by generating more reimbursements for damage to city property**
- **Sustained compliance with PRA, avoiding fines and settlements**
- **Continued to increase electronic document support**
- **Creating back up and cross training, with standard written procedures in development to allow for sustained services for records, open public meetings, records disclosure, mailroom services and other tasks**
- **Sustained performance targets, in records and procurement by reassigning resources across clerk team divisions and with Executive Assistants.**

# Records Management

## The Vault

**Not accessible  
to customers**



Record storage options at city hall are out of date and out of space

Minutes  
Ordinances and Resolutions  
Contracts  
Real Estate agreements  
LID and bond records  
Non-Archival records

# Records Management

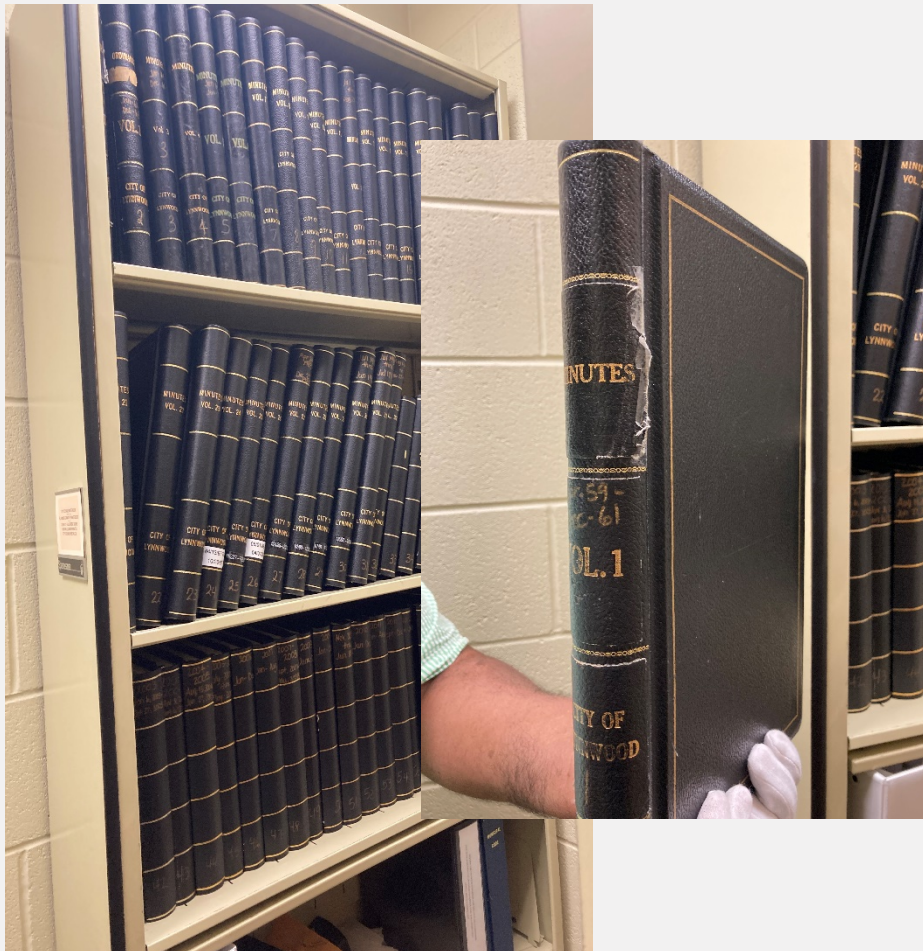
## Digitizing Records

- 1) 3-year project to digitize Permits Records completed**
  - 1. High demand for Public Records requests**
  - 2. Increase access to support improved services to the public**
  - 3. Increased access promotes efficiency for staff, and remote work**
- 2) Council records project – well underway**
  - 1) Making paper records searchable**
  - 2) Providing recent records on Web Site**
  - 3) Protecting historic record sets**
- 3) New projects for Public Works and Planning records**



# Records Management

## State of City Records



○







# Records Management Critical Tools

- **Software and internet services**
  - I) Team to manage software and tools:**
    - 1. Gov QA for Public Records requests**
    - 2. Open Cities for public, employees and officials to access records and data**
    - 3. ProcureNow for public bidding**
    - 4. Munis for Contract and Insurance document management, spend analysis**
    - 5. Application Extender, both public and internal electronic records management system**
    - 6. Simplify – electronic recording of records with Snohomish County**
    - 7. Peak Agenda – Agendas and minutes for council, boards and commissions**



## **Staffing Analysis**

### **Tasks:**

- **Review the deputy clerk, records, procurement positions**
- **Consider workload overlap for the City Council and Mayor's Executive Assistants**
- **How tasks are staffed, eliminate duplication, find efficiencies**
- **Opportunity for cross training, succession planning**





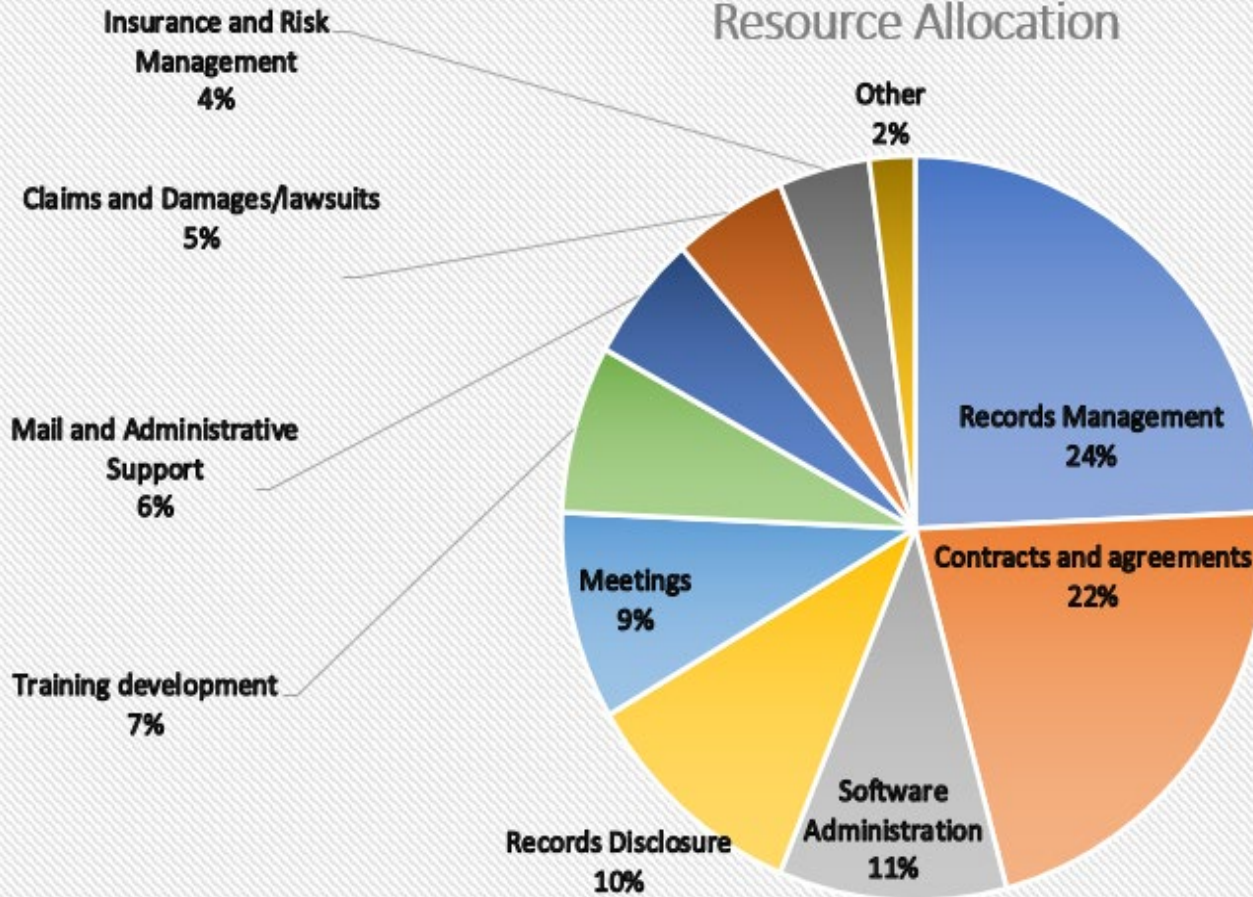
## **Staffing Analysis**

- **Gathered daily staff reports for 10 months**
- **Review Clerk, records, procurement staff**
- **Collaborated Executive Assistant positions**

**What is the best use and allocation of these resources for Lynnwood?**

# Staff Analysis

## Resource Allocation



## Rejection of consultant recommendations

- **Combining 2 Executive Assistant positions into one job**
  - 1) Updated duties for Council Executive Assistant
  - 2) Combined duties result in more than 40 hours a week results in significant service reduction
  - 3) Doesn't provide for cross training and back up for tasks
- **Combining Public Records technician and Records & Mailroom clerk into one job**
  - 1) Combined duties result in more than 40 hours a week results in significant service reduction
  - 2) Doesn't provide for cross training and back up for tasks
  - 3) Endangers cost avoidance with PRR fines and settlements



## **Challenges for Clerk Services**

- **No cohesive citywide plan for records management**
- **Implementing tools to reduce inefficiencies, improve services**
- **Overcoming Covid-19 challenges**
- **Resources for digitizing and publishing records**
- **Becoming Compliant with state law and best practices**



# Organizational structure options

## Top two options

**Return to Old Structure - Do not adopt the ordinance reestablishing the City Clerk at Lynnwood**

**Finance Director would re-absorb the risk and clerk duties. Does not address the challenges identified by the SAO, Records Task Group, and Matrix studies, does not allow Finance Director to focus on financial tasks.**

**City Clerk Permanent– As recommended by consultants and staff move the City Clerk to the Mayor's office**

**Best use of resources to provide the most services with existing positions and for the city to address the future demands for electronic records.**

## City Clerk pilot early wins

- Updated Electronic Records Management System (ERMS), implemented Procure Now and Peak Agenda, expanded use of Web sites for internal and external customers
- Increased tracking on claims and damages, increased recovery and implemented online claim forms.
- Cross Training of staff and standardizing new processes
- Reorganized staff assignments to support workload in Records, Clerk and Procurement functions.
- Cross training, with Council and Mayor Executive Assistants to improve overall resiliency



# City Clerk Report #3

## Recommended adoption

- Recommendation to retain Clerk in Mayor's office
- Final proposed organizational chart
- Ordinance for revisions separating the Finance Director and City Clerk duties
- Budget program and performance measures
- Input from Human Resources Director, and Finance Director, and Asst City Administrator



# Questions