

**LYNNWOOD CITY COUNCIL**

**Business Meeting**

**This meeting will be held electronically via Zoom. See the City of Lynnwood website for details.**

**Date: Monday, February 8, 2021**

**Time: 6:00 PM**

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10 CALL TO ORDER & FLAG SALUTE

20 ROLL CALL

30 APPROVAL OF MINUTES

A January 28, 2021 Finance Committee Meeting Minutes

40 MESSAGES AND PAPERS FROM THE MAYOR

50 PUBLIC COMMENTS AND COMMUNICATIONS

60 PRESENTATIONS AND PROCLAMATIONS

A Proclamation: Black History Month

70 WRITTEN COMMUNICATIONS AND PETITIONS

80 COUNCIL COMMENTS AND ANNOUNCEMENTS

90 BUSINESS ITEMS AND OTHER MATTERS

90 .1 UNANIMOUS CONSENT AGENDA

A Confirm Diversity, Equity and Inclusion Commission Candidate Jennifer McLaughlin

B Interlocal Agreement - City of Edmonds - 76th Ave Overlay Project

C Change Order Approval: Water Meter Replacement Project

D Voucher Approval

90 .2 PUBLIC HEARINGS OR MEETINGS

90 .3 OTHER BUSINESS ITEMS

A Discuss: Boards and Commissions Experience

B Executive Session, If Needed

100 NEW BUSINESS

110 ADJOURNMENT

**THE PUBLIC IS INVITED TO ATTEND**

**Parking and meeting rooms are accessible for persons with disabilities. Individuals requiring reasonable accommodations may request written materials in alternate formats,**

**sign language interpreters, language interpreters, physical accessibility accommodations, or other reasonable accommodations by contacting 425-670-5023 no later than 3pm on Friday before the meeting. Persons who are deaf or hard of hearing may contact the event sponsor through the Washington Relay Service at 7-1-1.**

**"El estacionamiento y las salas de junta cuentan con acceso para personas con discapacidad. Las personas que requieran de adaptaciones razonables pueden solicitar materiales impresos en formatos alternativos como intérpretes de lenguaje de señas, intérpretes de idiomas, asistencia física para acceso, así como otros ajustes razonables. Pueden comunicarse al número 425-670-5023 antes de las 3:00 pm del Viernes antes a la reunión. Las personas con discapacidad auditiva o con problemas de audición pueden comunicarse con el patrocinador del evento a través del Washington Relay Service al 7-1-1."**

**Regular Business Meetings are held on the second and fourth Mondays of the month. They are videotaped for broadcast on Comcast Channel 21 and FIOS - Frontier Channel 38 on Wednesdays at 7:30p.m. and Sundays at 7:00a.m. and 2:00p.m.**

**CITY COUNCIL ITEM 30-A**

**CITY OF LYNNWOOD  
City Council**

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**TITLE: January 28, 2021 Finance Committee Meeting Minutes**

**DOCUMENT ATTACHMENTS**

**Description:**

[1.28.21 Finance Committee minutes](#)

**Type:**

Backup Material

1  
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**MINUTES OF THE  
LYNNWOOD CITY COUNCIL FINANCE COMMITTEE  
HELD THURSDAY, JANUARY 28, 2021 AT 3:00 p.m. VIA ZOOM**

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**A. Attendance:**

Council President George Hurst  
Councilmember Julieta Altamirano-Crosby  
Councilmember Christine Frizzell

Others Attending:  
Acting Finance Director Corbitt Loch  
Parks, Recreation and Cultural Arts Director Lynn Sordel  
City Treasurer Cyndie Eddy  
Interim Accounting Manager Janella Lewis

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**A. Elect Finance Committee Chair**

10 Councilmember Frizzell volunteered to continue as chair and asked if other Committee members  
11 wished to serve as chair. Both declined and Councilmember Frizzell was elected as chair.

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**B. Discuss: 2021 Calendar of meetings**

14 The committee reviewed the calendar which calls for meetings on the fourth Thursday of each  
15 month except August and December, and the 3<sup>rd</sup> Thursday in November (due to the  
16 Thanksgiving holiday). The calendar was approved unanimously.

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**C. Discuss: Golf Course Annual Report**

19 Director Sordel shared the 2020 golf course report which revealed that patronage was higher  
20 that it has been in several years. The desire to recreate outdoors with less risk of the pandemic  
21 seems to be the key reason for this increase. He explained that they plan to devote some of the  
22 revenue earned to redesigning the tee box for hole 14 to reduce the instances when tee shots  
23 leave the fairway. They also plan to add a café for additional sales activity.

- 24 • Councilmember Altamirano-Crosby asked if the department plans on holding the annual  
25 tournament which raises money for scholarships. Sordel stated that it might be difficult  
26 to get sponsors this year and that it may need to be a virtual event.
- 27 • Councilmember Altamirano-Crosby stated that she is concerned that people in the  
28 BIPOC community may not know about the golf course and the Park Foundation  
29 Scholarships for recreation fees. She asked that Sordel work on messaging in several  
30 languages.

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**D. Sales tax revenue- November 2020**

33 Acting finance director Corbitt Loch shared the November 2020 sales tax revenue compared to  
34 2019 and stated that, while down from last year, results are encouraging. Year-to-date was  
35 down 12.6% compared to 2019 with some categories (vehicle sales for example) doing fairly  
36 well. December 2020 results will be available at the next Finance Committee meeting.

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**E. Sales tax projections- January - March 2021**

39 The team reviewed the projections prepared by Director Springer prior to her retirement. Loch  
40 stated that at this point there is no need to make adjustments.

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**F. New business**

43 Frizzell asked if there were any other issues that the committee would like to look at or bring to  
44 the full city council.  
45 • Loch mentioned that the Finance Department continues to track utility revenues, which are  
46 down due to late or non-payments. In collaboration with Public Works, Finance working on  
47 code amendments for when the moratorium is lifted on late fees and shut-offs. The group  
48 agreed that the finance committee should review the latest aging report next month and  
49 decide if it need to be presented to the full council. Accounting Manager Lewis agreed to  
50 update the utility aging report, breaking out residential versus commercial accounts.

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53 The meeting was adjourned at 4:00 pm.

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Corbitt Loch, Acting Finance Director

**CITY COUNCIL ITEM 60-A**

**CITY OF LYNNWOOD  
Executive**

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**TITLE: Proclamation: Black History Month**

**DEPARTMENT CONTACT: Julie Moore, Public Affairs Officer**

**SUMMARY:**

A proclamation is to be read and adopted by the Lynnwood City Council recognizing February as Black History Month in the City of Lynnwood.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Proclamation: Black History Month</a>	Proclamation



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

# Proclamation

City of Lynnwood  
Celebration of Black History Month

WHEREAS, Black History Month is an annual celebration of achievements by Black Americans and a time for recognizing their central role in U.S. history; and

WHEREAS, this year's Black History Month theme is ***The Black Family: Representation, Identity, and Diversity***, which explores the challenges faced by Black American families as a result of the African diaspora of the 17th and 18th centuries; and

WHEREAS, Black Americans have played a significant role in the history of our nation's economic, cultural, spiritual and political development; and

WHEREAS, the City of Lynnwood recognizes and celebrates February as Black History Month, a time in which all Americans are encouraged to reflect on the successes and achievements of Black Americans, learn more about Black history, and listen to Black stories and voices; and

WHEREAS, in addition to learning history and celebrating success, it is crucial to recognize and acknowledge the immense challenges and inequities that face Black Americans, and pledge to play an active role in increasing justice so that we live up to the American ideals of freedom, equality and justice; and

WHEREAS, the City of Lynnwood is committed to being a safe, welcoming, and equitable city, one in which *All Are Welcome*, and all belong; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Nicola Smith, and the Lynnwood City Council, proclaim February as Black History Month and we call upon all people of Lynnwood to join us in celebrating the great contributions of Black Americans.

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Nicola Smith, Mayor  
February 8, 2021

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George Hurst, City Council President  
February 8, 2021

# CITY COUNCIL ITEM 90.1-A

## CITY OF LYNNWOOD Executive

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**TITLE: Confirm Diversity, Equity and Inclusion Commission Candidate Jennifer McLaughlin**

**DEPARTMENT CONTACT: Evan Chinn, Human Resources Director**

### **SUMMARY:**

Position #1 on the Diversity, Equity and Inclusion Commission is vacant. Mayor Smith and staff respectfully nominate Jennifer McLaughlin to fill Position #1; term ending December 31, 2022.

### **ACTION:**

Confirm Jennifer McLaughlin to fill Positions #1 on the Diversity, Equity and Inclusion Commission.

### **BACKGROUND:**

Ms. McLaughlin submitted an application to serve on the Diversity, Equity and Inclusion Commission in October of 2020. She was interviewed by Mayor Smith on November 11, 2021. Ms. McLaughlin has attended two DEIC meetings. She lives within City limits.

### **ADMINISTRATION RECOMMENDATION:**

Appoint Jennifer McLaughlin to Position #1 on the Diversity, Equity, and Inclusion Commission.

### **DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

## **CITY COUNCIL ITEM 90.1-B**

### **CITY OF LYNNWOOD Public Works**

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**TITLE: Interlocal Agreement - City of Edmonds - 76th Ave Overlay Project**

**DEPARTMENT CONTACT: David Mach and Amie Hanson**

#### **SUMMARY:**

The purpose of this agenda item is to enter into an Interlocal Agreement with City of Edmonds for the 76<sup>th</sup> Ave Overlay Project. This agreement will facilitate the construction of a pavement overlay project along 76<sup>th</sup> Ave W from 196<sup>th</sup> St SW to Olympic View Drive in 2022. The estimate for Lynnwood's portion is \$1,000,000.

#### **ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City, an interlocal agreement with City of Edmonds to construct the 76<sup>th</sup> Ave Overlay Project.

#### **BACKGROUND:**

City of Edmonds has identified this segment of 76<sup>th</sup> as a priority segment for their paving program and plans to construct a new overlay project during 2022. The boundary for City and Edmonds and City of Lynnwood is along 76<sup>th</sup>, with both cities having maintenance responsibilities for this street. The proposed project area is nearly equally within the Cities' boundaries (see ILA Attachment 1).

This project creates an opportunity for Lynnwood to improve pavement condition of this street before it degrades further and requires more significant and costly repair. With a project across the entire street width, both municipalities are leveraging resources for a larger project with more competitive pricing than if split between the two cities. A shared project ensures a consistent street quality and Lynnwood community members will benefit from improvements made across the entire street width. Three Lynnwood curb ramps will be updated to meet current ADA requirements as part of this project.

City of Lynnwood will reimburse City of Edmonds for 50% construction, design, and soft costs such as construction engineering, inspection, and management. The estimated cost to Lynnwood is \$1,000,000.

#### **FUNDING:**

The project costs are consistent with the adopted 2021-2022 biennial budget.

City of Lynnwood Funds used:

- Fund 150, Transportation Benefit District

#### **KEY FEATURES AND VISION ALIGNMENT:**

The Lynnwood Community Vision states that the City is to “be a welcoming city that builds a healthy and sustainable environment.”

The 76<sup>th</sup> Ave Overlay project supports that vision and results in an important improvement to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. This project provides improved streets along with accessible pedestrian ramps which support the goals of being a welcoming city that builds a healthy and sustainable environment; investing in efficient, local and regional transportation systems; and being responsive to the wants and needs of our citizens.

## **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">ILA: City of Edmonds - 76th Ave W Pavement Overlay</a>	Backup Material
<a href="#">ILA Attachment 1 - Lynnwood Project Area</a>	Backup Material

**INTERLOCAL AGREEMENT  
CITY OF EDMONDS AND CITY OF  
76<sup>th</sup> AVE OVERLAY PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Edmonds, Washington (“Edmonds”) and the City of Lynnwood, Washington (“Lynnwood”) (individually, a “Party” and collectively, the “Parties”) as of the date entered below.

**RECITALS**

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, Edmonds is currently planning a capital improvement project known as the 76<sup>th</sup> Ave W Overlay Project (the “Project”); and

WHEREAS, the Parties each own approximately half of 76<sup>th</sup> Ave W, as described on Attachment 1, attached hereto and incorporated by this reference; and

WHEREAS, Edmonds plans to overlay its half of 76<sup>th</sup> Ave W from 196<sup>th</sup> St SW to Olympic View Drive as part of the Project; and

WHEREAS, Lynnwood wishes to overlay its half of 76<sup>th</sup> Ave W from 196<sup>th</sup> St SW to Olympic View Drive as shown on Attachment 1 (the “Lynnwood Project Area”); and

WHEREAS, combining both cities’ overlays into one construction contract can create a mutual cost benefit by taking advantage of economy of scale; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Edmonds has taken appropriate action to approve Edmonds’ entry into this Agreement; and

WHEREAS, the City Council of the City of Lynnwood has taken appropriate action to approve Lynnwood’s entry into this Agreement, if necessary;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, Edmonds and Lynnwood agree as follows:

**TERMS**

Section 1. Requirements of the Interlocal Cooperation Act, Chapter 39.34 RCW.

A. Purpose. The purpose of this Agreement is to establish a formal arrangement under which Lynnwood will pay Edmonds to incorporate overlay work on its half of 76<sup>th</sup> Ave W into the Project and to construct said work in conjunction with Edmonds’ construction of the Project. The terms, conditions and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties’ respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

B. No Separate Entity. The Parties agree that no separate legal or administrative entity is necessary to carry out this Agreement.

C. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

D. Administrators. Each Party to this Agreement shall designate an individual (“Administrator”), which may be designated by title or position, to oversee and administer that Party’s participation in this Agreement. The Parties’ initial Administrators shall be:

Edmonds’ Administrator:  
City Engineer  
121 5<sup>th</sup> Ave  
Edmonds, WA 98020

Lynnwood’s Administrator:  
Deputy Public Works Director  
19100 44<sup>th</sup> Avenue W.  
P.O. Box 5008  
Lynnwood, WA 98046-5008

Either Party may change its Administrator at any time by delivering written notice of such Party’s new Administrator to the other Party.

Section 2. Term. This Agreement shall be effective upon filing with the Snohomish County Auditor in accordance with Section 15 below. Unless terminated in accordance with Section 3, this Agreement shall remain in effect until the sooner of the following events: (a) Lynnwood’s written acceptance of and payment for Edmonds’ overlay work provided to Lynnwood pursuant to this Agreement; or (b) May 31, 2023, when it shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days’ written notice of its intent to terminate. Termination or expiration shall not alter Lynnwood’s payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out Lynnwood’s portion of the work, and shall not alter the Parties’ respective obligations under Section 8 of this Agreement.

Section 4. Obligations of Lynnwood. Lynnwood agrees to:

- A. Reimburse Edmonds for 50% construction, design, and all soft costs including construction engineering, inspection, and management.
- B. Respond promptly to information requests submitted by Edmonds or its agents regarding the Project work.
- C. Provide written acceptance of the work to Edmonds upon approval of the Project work by Lynnwood, which approval shall not be unreasonably withheld.

Section 5. Obligations of Edmonds. Edmonds agrees to:

- A. Incorporate the overlay of Lynnwood's Project Area into Project documents.
- B. Assume full responsibility for the design and construction of the Project, including the portion of the Project constructed in the Lynnwood Project Area, and including but not limited to securing all necessary consultants, contractors and subcontractors, awarding a bid for the Project, processing any and all change orders, conducting inspections, and obtaining all permits required for the Project work. The Project, including the portion of the Project constructed in the Lynnwood Project Area, shall be performed and constructed in accordance with all state and local laws, regulations, policies, and standards. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable state law. Edmonds shall be solely and exclusively responsible for ensuring the compliance of the Project's bidding process with all applicable requirements of state and local laws and regulations.
- C. Assume responsibility for 50% construction, design, and all soft costs including construction engineering, inspection, and management.
- D. Upon Edmonds' determination that the Project is complete, provide Lynnwood with notice of that determination and request that Lynnwood grant its final acceptance of the portion of the Project constructed in the Lynnwood Project Area.
- E. Submit to Lynnwood written invoices for payment in accordance with Section 6. Include copies of invoices or other documentation from consultants and/or contractors clearly indicating Lynnwood's portion of the invoices.
- F. Provide Lynnwood personnel reasonable access to the Project's construction area for purposes of inspecting and monitoring the progress of the work.
- G. Respond promptly to information requests submitted by Lynnwood or its agents regarding the Project work.
- H. Submit plans, specifications, and estimates to Lynnwood for review and approval prior to granting permission to advertise. Lynnwood's concurrence with these documents will be obtained prior to advertisement.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For design costs, construction contract costs, and construction engineering, inspection, and management costs incurred by Edmonds for the portion of the Project constructed in the Lynnwood Project Area, Edmonds shall within thirty (30) days of its receipt of invoices for said costs submit an invoice to Lynnwood for its share of said costs.
- B. A fifteen percent (15%) administrative overhead charge shall be included to each billing to cover costs incurred by Edmonds in administering the Project. This charge shall only apply to the total labor cost to the City of Edmonds for those Edmonds employees performing services for the City of Lynnwood under this Agreement.
- C. Within thirty (30) days of receiving any undisputed invoice pursuant to subsection 6.A, Lynnwood shall tender payment to Edmonds in the form of a check, money order or other certified funds for the invoiced amount for work approved by Lynnwood, which approval shall not be unreasonably withheld.
- D. In the event that the Parties disagree regarding Lynnwood's share of any cost incurred by Edmonds regarding the Project, the Parties may agree to submit the question for resolution by a mediator or arbitrator acceptable to both Parties.

Section 7. Ownership and Disposition of Property. The Project work within the Lynnwood Project Area pursuant to this Agreement shall become and remain the exclusive property of Lynnwood upon completion. All other work constructed under the Project shall become and remain the exclusive property of Edmonds upon completion. Each Party is and will remain responsible for the operation and maintenance of its portion of 76<sup>th</sup> Ave W.

Section 8. Release, Indemnification and Hold Harmless Agreement.

- A. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by the laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.
- B. Edmonds specifically promises to indemnify Lynnwood against claims or suits brought under Title 51 RCW by its own employees, contractors or subcontractors, and waives any immunity that Edmonds may have under that title with respect to, but only to, the limited extent necessary to indemnify Lynnwood. Lynnwood specifically promises to indemnify Edmonds against claims or suits brought under Title 51 RCW by its own employees, contractors or subcontractors, and waives any immunity that Lynnwood may have under that title with respect to, but only to, the limited extent necessary to indemnify Edmonds.

Section 9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court.

Section 11. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between Lynnwood and any employee, agent, representative or contractor of Edmonds, or between Edmonds and any employee, agent, representative or contractor of Lynnwood.

Section 12. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the Parties hereto and no third party rights are created by this Agreement.

Section 13. Notices. All notices that are given by any Party pursuant to this Agreement shall be in writing and shall be delivered either in-person, by United States mail, or by electronic mail (email) to the applicable Administrator designated by the Party under Section 1.D above.

Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, at the addresses set forth in Section 1.D above. Notice delivered by email shall be deemed given as of the date and time sent; provided that: (1) the sender does not receive any failure of delivery notice; and (2) any notice by email sent on a day other than a business day shall be deemed effective on the first business day after being sent.

14. Dispute Resolution.

- A. Settlement Meeting. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner. If any dispute arises between the Parties relating to this Agreement, then the Parties' respective Administrators, or the Administrators' designees, shall meet and seek to resolve the dispute, in good faith, within ten business (10) days after a Party's request for such a meeting. In addition to the Administrators or designees, each Party shall send any other persons with technical or other information relating to the dispute to the meeting.
- B. Mediation. If the Parties cannot resolve the issue within ten (10) days then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other mediation service mutually agreed to by the Parties, or as appointed by the court if the Parties cannot agree (collectively "JDR") within seven (7) days of their failure to agree pursuant to Section 14.A above. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

C. Notice of Default. If the Parties are unable to resolve their dispute through mediation, either Party may serve a written Notice of Default on the other Party. The Notice of Default shall describe the nature of the dispute and the noticing Party's requested resolution. Twenty (20) business days after service of a Notice of Default, either Party may file suit, seek any available legal remedy, or agree to alternative dispute resolution methods. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

Section 15. Duty to File Agreement with County Auditor. Edmonds shall, after this Agreement is executed by both Parties, file this Agreement with the Snohomish County Auditor.

Section 16. Integration/Modification. This document constitutes the entire embodiment of the Agreement between the Parties and, unless modified in writing by an amendment to this Agreement, shall be implemented as described above. This Agreement may only be modified or amended by a written amendment executed by the Parties.

Section 17. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provision.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF LYNNWOOD**

**CITY OF EDMONDS**

By: \_\_\_\_\_  
NICOLA SMITH, Mayor

By: \_\_\_\_\_  
MIKE NELSON, Mayor

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Karen Fitzthum, Acting City Clerk

\_\_\_\_\_  
Scott Passey, City Clerk

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
City of Lynnwood, Office of the City Attorney

\_\_\_\_\_  
City of Edmonds, Office of the City Attorney

# ATTACHMENT 1 - LYNNWOOD PROJECT AREA



## **CITY COUNCIL ITEM 90.1-C**

### **CITY OF LYNNWOOD Public Works**

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**TITLE: Change Order Approval: Water Meter Replacement Project**

**DEPARTMENT CONTACT: Les Rubstello**

#### **SUMMARY:**

In early 2020 the City of Lynnwood hired TRANE through the Washington Department of Enterprise Services energy savings program to install new radio-read water meters throughout the City. Initially, the contract was for TRANE to replace meters in only six of the eight water meter routes. This change order adds in the cost for installation in the last two routes, completing the City.

#### **POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:**

#### **ACTION:**

Authorize the Mayor to approve the Funding Authorization Amendment to the previously approved Interagency Agreement with DES, for an amount of \$292,305.65 including tax, and approve a purchase agreement with Ferguson Waterworks for that additional meters for \$690,721.21 including tax.

#### **BACKGROUND:**

The original plan for the replacement of water meters in Lynnwood was to contract with Trane to replace six of the eight routes and have City crews replace the other two routes over time. (For both efforts, the City purchased the meters direct from the supplier at State contract prices to avoid any markup.) This would have spread out the capital investment over a 2-3 year period. However, as our Utility Operations team started to plan for this work, it became clear that they did not have enough experienced staff to complete such a large project.

Operations did budget to purchase the meters for the last two routes in the 2021-22 biennium, so a change order with Trane would only be for the installation labor, which turned out to be a very reasonable \$292,305.

The original contract with Trane was for \$2,710,598.16 and this change order will bring it to 3,002,903.81. The purchases of the meters for the first six routes totaled \$2,566,224.67 and adding the last two routes will bring that cost to \$3,256,945.88.

The project is underway and over 2500 of the total 8700 meters have already been replaced. The project, including all eight routes, should be complete in June of this year.

#### **PREVIOUS COUNCIL ACTIONS:**

The original Trane contract, through DES, was approved in February of 2020.

#### **FUNDING:**

The Trane change order will be funded through Fund 412, Utility Capital, and the meters will be purchased from Fund 411, Utility Operations. All costs are included in the 2021-22 budget.

**ADMINISTRATION RECOMMENDATION:**

**DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">Water Meter DES Funding Authorizaion</a>	Contract
<a href="#">Water Meter DES Backup Calculations</a>	Contract



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

*1500 Jefferson St. SE, Olympia, WA 98501  
 PO Box 41476, Olympia, WA 98504-1476*

January 21, 2021

TO: Lester O. Rubstello, P.E., City of Lynnwood

FROM: Rachel Whitezel, Contracts Specialist, (360) 407-8029

RE Agreement No. 2020-719 A (1), Amendment No. 1  
 Contract No. 2020-719 G (1-1), Change Order No. 1  
 City of Lynnwood Water Meters

IAA No. K6139

Trane U.S. Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

ESCO Professional Services Total	\$ 48,261.98
ESCO Construction Total	\$ <u>244,043.67</u>
<b>Total Funding</b>	<b>\$ 292,305.65</b>

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**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

Agreement No. 2020-719 A (1), Amendment No. 1  
Contract No. 2020-719 G (1-1), Change Order No. 1

Funding Approval Detail

**ESCO Professional Services**

Design and Implementation of Energy Conservation Measures	\$	43,676.00
<u>Sales Tax (10.5%)</u>	<u>\$</u>	<u>4,585.98</u>
<b>Total</b>	<b>\$</b>	<b>48,261.98</b>

**ESCO Construction**

ESCO Contract Amount	\$	220,854.00
<u>Sales Tax (10.5%)</u>	<u>\$</u>	<u>23,189.67</u>
<b>Total</b>	<b>\$</b>	<b>244,043.67</b>

2020719Aamd1Gco1fundrw

**CONTRACT CHANGE ORDER (CO)**

LIST OF APPROVED FAs and/or COPS

TO: Trane U.S., Inc.

**CONTRACTOR**

The following mutually agreed to and Owner approved Change Order Proposal(s) and/or Field Authorization(s) are hereby incorporated by reference into the contract.

See Attached COP No. 1.

SUMMARY OF COST/TIME CHANGES

**CONTRACT SUM:**

- NO CHANGE
- INCREASE
- DECREASE



OF Two-Hundred Twenty-Thousand Eight-Hundred Fifty-Four and 00/100 Dollars  
(Washington State sales tax not included)

\$ 220,854.00

**CONTRACT TIME:**

- NO CHANGE
- INCREASE
- DECREASE



OF 60 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

AUTHORIZATION

**CONTRACT SUMMARY (Internal Use Only)**

NO CHANGE

ORIGINAL CONTRACT SUM	\$ <u>1,776,029.00</u>	PREVIOUS TOTAL	\$ <u>1,776,029.00</u>
PREVIOUS ADDITIONS	\$ <u>-</u>	CHANGE AMOUNT	\$ <u>220,854.00</u>
PREVIOUS DEDUCTIONS	\$ <u>-</u>	<b>NEW TOTAL</b>	\$ <u>1,996,883.00</u>

PERCENT CHANGE FROM ORIGINAL CONTRACT AMOUNT 12.44%

NEW CONTRACT COMPLETION DATE 4/5/2021

TOTAL CONTRACT CALENDAR DAYS 360

The Department of Enterprise Services hereby accepts the foregoing Field Authorization(s) and/or Change Order Proposal(s). This formal acceptance constitutes a Change Order to the contract only when authorizing signature is affixed. Invoices incorporating this Change Order constitute acceptance by the Contractor as total reimbursement due in connection with this Change Order.

\_\_\_\_\_  
AUTHORIZING SIGNATURE

\_\_\_\_\_  
DATE

DES Energy Program COP-FA Coversheet

Client Name Lynnwood  
 Project Number 2020-719 G (1-1)  
 COP/FA Number 1  
 Project Title City of Lynnwood AMI  
 Date 10/23/2020

Construction			
Direct Costs			
<u>Zone 2 - (1,046) Meters</u>			
5/8" - 3/4" Meters	978	\$	88,020
1" Meters	31	\$	2,790
1.5" Meters	9	\$	3,411
2" Meters	20	\$	7,580
3" Meters	7	\$	6,503
4" Meters	1	\$	1,122
<u>Zone 5 - (1,079) Meters</u>			
5/8" - 3/4" Meters	1045	\$	94,050
1" Meters	27	\$	2,430
1.5" Meters	2	\$	758
2" Meters	4	\$	1,516
3" Meters	1	\$	929
Deduct Meters Installed by Lynnwood	196	\$	(52,132)
SMART Points Only	196	\$	8,820
Site Supervision (40 Days x 8 hours / day \$165.22)		\$	52,870
Bond	1.00%	\$	2,187
Subtotal		\$	220,854
Sales Tax	10.50%	\$	23,190
Construction Subtotal		\$	244,044

Professional Services	Percent		
Design	2.0%	\$	3,360
CM	6.0%	\$	10,079
OH&P	18.0%	\$	30,237
Subtotal		\$	43,676
Sales Tax	10.50%	\$	4,586
PS Subtotal		\$	48,262

Total Cost of Change \$ 292,305

Use contingency funds       Use additional owner funds

Acknowledgement of Total Cost of Change		Date
Client	<i>Nestor Rubtello</i>	12/1/20
ESCO	<i>Lucy A. King</i>	12/2/2020
Energy Project Manager	<i>Kristen Sullivan</i>	1.12.21

**ENERGY CONTRACT CHANGE ORDER  
PROPOSAL (COP)**

Lynnwood

CLIENT

AMI Project

PROJECT TITLE

CONTRACT 2020-719 G

NO. (1-1)

COP No. 1

PROPOSAL REQUEST

TO: Trane (ESCO) PROPOSAL REQUEST DATE: \_\_\_\_\_

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

The City of Lynnwood originally planned to install meters for billing routes (2) and (5). However, the City of Lynnwood has requested Trane to provide an installation value so that they can determine if the City or Trane should perform the work.

This change order proposal incorporates additional scope and cost to: add billing zones (2) and (5) into our contract, which totals 2,125 meters. This change order is for only installing the meters, which will be provided by Lynnwood.

REASON FOR CHANGE:  DESIGN ERRORS  DESIGN OMISSIONS  AGENCY  LATENT CONDITIONS  CODE REQUIREMENTS  VALUE ENGINEERING

EXPLANATION: \_\_\_\_\_

DATE PROPOSAL REQUIRED: \_\_\_\_\_

(14 days from Request Date, unless other date agreed to)

CHANGE ORIGINATED BY: \_\_\_\_\_

PROPOSAL REQUESTED BY: \_\_\_\_\_

CONTRACTOR PROPOSAL

TO: Trane (ESCO) TO: \_\_\_\_\_ PM (E&AS)

**WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:**

**CONTRACT SUM:**

NO CHANGE

INCREASE

DECREASE

} OF

Two-Hundred Twenty-Thousand Eighty-Fifty-Four Dollars

**\$ 220,854**

(WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

**CONTRACT TIME:**

The increase in calendar days is required to perform this additional scope of installing 2,125 meters as

NO CHANGE

INCREASE

DECREASE

} OF

request by the City of Lynnwood. The added scope is to be accomplished after completion of original scope

60

CALENDAR DAYS

*KDW* 1.12.21

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

ESCO

BY

SIGNATURE

DATE 12/2/2020

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

*[Signature]*  
ESCO

12/2/2020  
DATE

*Brian Thomas*

1/20/2021  
DATE

E&AS COST VERIFICATION GDB 12/3/2020

*[Signature]*  
CLIENT

12/1/20  
DATE

*[Signature]*  
E&AS PROJECT MANAGER

1.12.21  
DATE

# Subcontractor Cost Breakdown

Client Name

Lynnwood

DATE 10/23/2020

Project Number

2019 - 175 G

COP/FA Number

Project Title

City of Lynnwood AMI

Name of Subcontractor

Short Description	Material Cost			Labor Cost			Cost
	Quantity	Cost per unit	Subtotal	Labor Hours	Hourly Rate	Subtotal	
Meter Installation	2125	\$ -	\$ -	1,742.6	\$ 120.00	\$ 209,109	\$ 209,109
<u>Deduct Meters Already Installed</u>			\$ -				\$ -
5/8" to 3/4"	-89			(66.8)	\$ 120.00	\$ (8,010)	\$ (8,010)
1"	-38			(28.5)	\$ 120.00	\$ (3,420)	\$ (3,420)
1.5"	-35			(110.5)	\$ 120.00	\$ (13,265)	\$ (13,265)
2"	-10			(31.6)	\$ 120.00	\$ (3,790)	\$ (3,790)
3"	-17			(131.6)	\$ 120.00	\$ (15,793)	\$ (15,793)
4"	-7			(65.5)	\$ 120.00	\$ (7,854)	\$ (7,854)
Smart Points Only	196			73.5	\$ 120.00	\$ 8,820	\$ 8,820
<b>Subtotal</b>						<b>\$ 165,797</b>	<b>\$ 165,797</b>
Miscellaneous Costs (describe and enter estimated amount)							\$ -
Miscellaneous Costs (describe and enter estimated amount)							\$ -
Miscellaneous Costs (describe and enter estimated amount)							\$ -
Miscellaneous Costs (describe and enter estimated amount)							\$ -
<b>Total Cost</b>							<b>\$ 165,797</b>

## CITY COUNCIL ITEM 90.1-D

### CITY OF LYNNWOOD Administrative Services

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**TITLE:** Voucher Approval

**DEPARTMENT CONTACT:** Corbitt Loch, Acting Director

**SUMMARY:**

Approve claims in the amount of 2,649,007.45 for the period 1/16/2021 - 1/29/2021.

Approve payroll in the amount of \$1,122,101.03 dated 1/29/2021.

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

# CITY COUNCIL ITEM 90.3-A

## CITY OF LYNNWOOD City Council

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**TITLE:** Discuss: Boards and Commissions Experience

**DEPARTMENT CONTACT:** Council President George Hurst

**SUMMARY:**

General discussion about boards and commission based on Council Members role as a liaison. An opportunity to learn expectations for these groups as an advisory body to the Council. Topics to be considered are consistency of membership requirements, recording of meetings, attendance, terms of membership etc..

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

**CITY COUNCIL ITEM 90.3-B**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Executive Session, If Needed

**DEPARTMENT CONTACT:** Leah Jensen

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available