

## **LYNNWOOD CITY COUNCIL**

### **Business Meeting**

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

**Date: Monday, September 14, 2020**

**Time: 6:00 PM**

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10 CALL TO ORDER & FLAG SALUTE

20 ROLL CALL

30 APPROVAL OF MINUTES

40 MESSAGES AND PAPERS FROM THE MAYOR

50 CITIZEN COMMENTS AND COMMUNICATIONS

60 PRESENTATIONS AND PROCLAMATIONS

**A** Proclamation Honoring Officer Michael McBride

**B** Review of Missed Proclamations Due to the Restrictions Placed on Public Meetings as a Result of COVID-19

**C** COVID-19 Update

**D** Preliminary Proposed 2021-2022 Budget

70 WRITTEN COMMUNICATIONS AND PETITIONS

80 COUNCIL COMMENTS AND ANNOUNCEMENTS

90 BUSINESS ITEMS AND OTHER MATTERS

90 .1 UNANIMOUS CONSENT AGENDA

**A** Justice Center Design Contract Amendment #2

**B** Interlocal Agreement: Stormwater Comingling Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit)

**C** Interlocal Agreement - SnoPUD - 196th St SW Improvement Project Construction

**D** Voucher Approval

90 .2 PUBLIC HEARINGS OR MEETINGS

**A** Public Hearing: Ordinance Regarding Development Agreement and Binding Site Plan Code Amendments

90 .3 OTHER BUSINESS ITEMS

**A** Contract Award - Community Relief Funding

**B** Ordinance: Budget Amendment for COVID-19 Grants

- C** Budget Amendment for Community Justice Center Design
- D** Ordinances: Six-Year Capital Facilities Plan (CFP) 2021-2026 and Six-Year Transportation Improvement Program (TIP) 2021-2026
- E** 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 numero 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 60-A**

### **CITY OF LYNNWOOD Police Department**

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**TITLE:** Proclamation Honoring Officer Michael McBride

**DEPARTMENT CONTACT:** James Nelson, Chief of Police

**SUMMARY:**

After 48 years in law enforcement in the State of Washington and 43 years of service to the City of Lynnwood, Officer Michael McBride will retire; effective September 18th, 2020.

**ADMINISTRATION RECOMMENDATION:**

Please join us as we commend Officer McBride for his professional achievements and thank him for his service to the City of Lynnwood.

**DOCUMENT ATTACHMENTS**

**Description:**

[McBride Proclamation](#)

**Type:**

Backup Material

**City of Lynnwood, Washington**

# **Proclamation**

**Michael R. McBride, Evidence Officer**

**WHEREAS**, Michael McBride is retiring from his duties as an evidence officer for the City of Lynnwood, Washington; to conclude a distinguished career in law enforcement; and

**WHEREAS**, Michael McBride embarked on his career as a police dispatcher/custody officer with the City of Colville, Washington in 1972, where his talents and professionalism were noted, prompting his promotion to the position of patrol officer on January 1, 1973; and

**WHEREAS**, in 1976 Officer McBride transferred to the City of Algona; where he served that community as a patrol officer; and

**WHEREAS**, the City of Lynnwood, Washington hired Michael McBride as the number one police officer candidate on January 15, 1977; and

**WHEREAS**, Officer McBride served the City of Lynnwood with distinction as a patrol officer, a traffic officer, a field training officer, and as a detective with the Criminal Investigations Division in his final seven years as a police officer; and

**WHEREAS**, from 1995 to 2002 Michael McBride also served as a part-time patrol officer for the Town of Woodway; and

**WHEREAS**, on January 18, 2002 Michael McBride retired as a Lynnwood police officer; and

**WHEREAS**, on January 21, 2002 Michael McBride immediately furthered his provision of excellent service to our community as he transitioned to the position of evidence officer; and

**WHEREAS**, while serving in this capacity, Evidence Officer McBride enhanced the level of professionalism of the Property and Evidence Section while ensuring the Lynnwood Police Department remained a regional model for evidence and property handling and storage, to include four successful reaccreditations from the Washington Association of Sheriffs and Chiefs; and

**WHEREAS**, Michael McBride has served the City of Lynnwood for over 18 years as an evidence officer, preceded by 25 years as a police officer; as such with 43 years of service with the Lynnwood Police Department he is officially recognized as the longest serving police employee in the history of the agency; and

**NOW, THEREFORE**, Nicola Smith, MAYOR is joined by the CITY COUNCIL of Lynnwood Washington, in taking great pride in commending Michael McBride for his dedicated service, teamwork, and professional achievements throughout his 48-year law enforcement career in the State of Washington. We hereby congratulate Michael McBride and proclaim him as retired from his duties and service effective the 18<sup>th</sup> day of September 2020.

**This is a ceremonial copy to be read at the September 14, 2020 Business Meeting. A proclamation signed by Mayor Smith and Council President Frizzell will be mailed to Officer McBride at a later date.**

**~lmj**



**CITY COUNCIL ITEM 60-B**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Review of Missed Proclamations Due to the Restrictions Placed on Public Meetings as a Result of COVID-19

**DEPARTMENT CONTACT:** Leah Jensen

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Review of Proclamations Missed due to COVID-19</a>	Backup Material

**City of Lynnwood, Washington**

# **Proclamation**

## **Review of Proclamations Missed Due to COVID-19 Restrictions**

**WHEREAS**, on March 24, 2020 Governor Inslee issued Proclamation 20-28 in response to the COVID-19 public health emergency; and,

**WHEREAS**, Proclamation 20-28 prohibited Council from acting on agenda items that were not routine and necessary; and,

**WHEREAS**, as a result of the prohibition on Council agendas, several opportunities to honor, celebrate and, recognize achievements were placed on hold; and,

**WHEREAS**, effective June 1, 2020 the restrictions on agenda items was lifted, allowing Council to take action as business requires. Therefore, Mayor Smith and, this Council will take this time to review the honors, celebrations and, achievements that were placed on hold during the prohibition on Council agendas.

**WHEREAS**, during the week of April 19, 2020 we celebrated National Volunteer Week. We express our sincere appreciation to our City volunteers, and we honor all volunteers in our community; and,

**WHEREAS**, we recognize April 25-28 as Stand, Against Racism Week. We honor the memory of the lives lost due to racist acts of violence and we stand, alongside the YWCA of Seattle, King and, Snohomish counties, local businesses, community organizations, schools, and places of worship in celebrating diversity, and we advocate for the elimination of racism in all its forms; and,

**WHEREAS**, recognize April 8, 2020 as Arbor Day and we celebrate trees wherever they are planted as a source of comfort, joy, peace and spiritual renewal; and,

**WHEREAS**, we recognize April 22, 2020 as Earth Day, with an understanding that we are citizens of a global community and that we must take action to create a green economy to combat global health issues; and,

**WHEREAS**, we recognize May as Older Americans Month with an understanding that our elders forged a bright future for us and they deserve the best that America has to offer; and,

**WHEREAS**, we acknowledge May as Asian Pacific American Heritage Month by reflecting on the past challenges and triumphs of Asian Pacific Americans and we celebrate their contributions to our city, state and nation; and,

**WHEREAS**, May 7, 2020 marked the 68<sup>th</sup> anniversary of the National Day of Prayer; we encourage everyone across the United States to come together in unity, to give thanks for our many blessings and to seek a more just and peaceful world; and,

**WHEREAS**, we acknowledge May as Historic Preservation Month; recognizing historic preservation as a tool to create a better world by learning from the past; and,

**WHEREAS**, we acknowledge May 20 – May 26 as National Public Works Week, and we pay tribute to the dedicated efforts of our Public Works staff who are responsible for rebuilding, improving and protecting our transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities that are essential to our daily lives; and,

**WHEREAS**, we recognize May 10 - May 16 as National Police Week and May 12 as Peace Officers Memorial Day as a time to thank the brave men and women in our Police Department and honor peace officers all over our nation who have lost their lives or suffered disabilities while defending their communities, including those who have lost their lives to the coronavirus; and,

**WHEREAS**, we acknowledge May 15, 2020 as International Water Safety Day as a time to spread water safety education and awareness to help curb the number of drowning fatalities around the world; and,

**WHEREAS**, we acknowledge June as Lesbian, Gay, Bisexual, and Transgender Pride Month, by encouraging everyone to celebrate the contributions of the members of the LGBT community and to stand with them when their right to feel safe is threatened; and,

**WHEREAS**, we acknowledge July as Park and Recreation Month as a time to pay tribute to staff in our Parks, Recreation and Cultural Arts Department and to recognize the importance of parks and recreation in maintaining quality of life and in contributing to the physical, economic, and environmental well-being of communities; and

**NOW, THEREFORE BE IT RESOLVED** that we, Mayor Nicola Smith and the Lynnwood City Council encourage all people to take every opportunity to celebrate, pay tribute to those who serve, and despite the odds to never lose sight of your blessings.

## CITY COUNCIL ITEM 60-C

### CITY OF LYNNWOOD City Council

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**TITLE:** COVID-19 Update

**DEPARTMENT CONTACT:** Christine Frizzell, Council President

**SUMMARY:**

The City continues to monitor and respond to the COVID-19 emergency. The Council will receive an update from City staff.

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

No Attachments Available

## CITY COUNCIL ITEM 60-D

### CITY OF LYNNWOOD Administrative Services

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**TITLE:** Preliminary Proposed 2021-2022 Budget

**DEPARTMENT CONTACT:** Sonja Springer, Adm. Services Director and Corbitt Loch, Senior Manager-Strategic Planning

#### **SUMMARY:**

Per RCW 35A.34.070 and LMC 2.72.030, as well as Resolution 2020-02, a proposed preliminary budget for the ensuing fiscal biennium shall be prepared by the Mayor, and shall be delivered to the City Council, on or before September 15th of each even-numbered year.

The proposed preliminary budget is required to include revenues and expenditures in comparative and tabular form, the actual receipts and expenditures for the previous year, estimated revenues and expenditures for the current year, and the estimated revenues and expenditures for the ensuing fiscal biennium. This proposed preliminary budget fulfills this requirement.

A more comprehensive and detailed proposed 2021-2022 Biennial Budget that will include all revenues and detailed expenditures for all the City's funds will be presented in October, beginning with the October 12 Council meeting.

This Proposed Preliminary Budget includes a reduction in the property tax that will be paid to the City by the average homeowner in 2021 as compared to what was paid to the City in 2020.

Due to COVID-19, both revenues and expenditures included in the Preliminary Proposed Budget have decreased over \$7 million from the last 2019-2020 biennium.

There are significant expenditure reductions in this biennial budget that will be more fully discussed and reviewed in October. There is an Executive Summary overview of these reductions included in this presentation.

#### **DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Proposed Preliminary 2021-2022 Budget Memo</a>	Backup Material
<a href="#">Executive Summary of Budget Reductions</a>	Backup Material



## LYNNWOOD WASHINGTON

**Date:** September 14, 2020

**To:** City Council

**From:** Mayor Nicola Smith  
Sonja Springer, Finance Director

**Subject: Proposed Preliminary Budget and Report on 2021-2022 Revenue Estimates**

### INTRODUCTION

The budget development process is well under way for the 2021-2022 biennial budget. As called for by Chapters 35A.34 RCW and 2.72 LMC, and Resolution 2020-02, preliminary revenue and expenditure estimates have been forecasted for the City's General and Street Operating funds and are presented and explained below. The 2019-2020 revised budget information is also displayed below. This information constitutes the proposed preliminary budget for the 2021-2022 biennium. A more comprehensive and detailed proposed 2021-2022 Biennial Budget with all revenues and detailed expenditures for all the City's funds will be presented during the October 12 Council meeting.

Due to the impact of COVID-19, the revenues reflect a net decrease of almost \$7.8 million from the previous biennium. City departments have prepared a "bare bones" budget for 2021-2022 and many have reduced staff and other essential items to allow for the reduced revenues included in the 2021-2022 budget. An Executive Summary of the reductions made by departments is included and will be explained further during future meetings.

City staff have worked diligently to advance the use of Budgeting for Outcomes (BFO) principles throughout this budget process. It is typical for governments to implement BFO incrementally, and Lynnwood's third BFO-based biennial budget will reflect our greater acumen using BFO concepts. Public hearings have been scheduled for September 28 and November 9.

### GENERAL FUND REVENUES

Property Tax. Considering the current economic situation of Lynnwood residents and businesses, the City does not want to burden the community with a property tax increase in 2021. Instead, the average homeowner will see a decrease in their 2021 property taxes paid to the City. Property tax revenues have been budgeted at a flat amount of \$4,300,000 in 2021—the same amount as the levy for 2020. This amount equates to a levy rate of approximately \$0.54 per \$1,000 of assessed value. The levy rate for 2018, 2019 and 2020 was \$0.57 per \$1,000 of assessed value. For 2022, this budget assumes a property tax levy of \$4,500,000, with the expected new development taking on a significant portion of the \$200,000 increase in 2022.

The Snohomish County Assessor's office has estimated that Lynnwood's total assessed value will increase by 5.77% over 2019. This includes the impact of estimated new development in 2020. The estimated impact of the proposed general operating levy of \$4.3 million in 2021 to the average homeowner will be an approximately a **\$2 decrease** in annual general operating property taxes paid to Lynnwood in 2020. The chart below shows the proposed General Operating Property Tax Levies for 2021 and 2022 and how they compare to the current 2020 General Operating Property Tax Levy. Levying the General Operating Property Tax at these levels fulfills the City's Strategic Priority #2 of ensuring financial stability and economic success. The City of Lynnwood no longer has a special property tax levy for EMS services.

Property Tax Levy	Current 2020 Levy	Proposed 2021 Levy	Proposed 2022 Levy
<b>Assessed Value</b>	\$7,503,483,372	\$7,936,766,873 (Est. 5.77% Increase)	\$8,492,340,554 (Est. 7.0% Increase)
<b>Levy Amount</b>	\$4,300,000	\$4,300,000	\$4,500,000
<b>Average Home Value</b>	\$420,600	\$441,630	\$463,712
<b>Tax Paid by Average Homeowner</b>	\$241	\$239	\$246
<b>Increase (Decrease) from Previous Year</b>	\$20.00	(\$2.00)	\$7.00

**Sales Tax.** With regards to sales tax revenue, the upcoming biennium will be "new territory" with the impact of COVID-19. Sales tax revenues in 2020 are forecasted to be 21% less than sales tax received in 2019. This trend is expected to continue in 2021, with sales tax not returning to 2019 levels until 2022.

**Utility Tax.** Most utility tax revenue estimates for 2021 and 2022 assume a 2-3% growth factor from actual utility tax revenues received in 2019. City utility taxes received from water, sewer and storm water billing are based upon estimated utility revenues from rates already set by the City Council. The budget for telephone utility taxes have decreased 31% from \$2,105,395 in 2019-2020 to \$1,456,763 to reflect recent reductions in actual telephone tax revenues.

**Business License Fees:** Business license fees for 2021 and 2022 assume a 0.5% - 1% growth from what typical actual revenues should be in a normal year. General fund revenues from business licenses are approximately \$964,000 per year and are forecasted to increase by 0.5% per year, while the per employee business license fees total approximately \$2.1 million per year and are forecasted to increase by 1% per year. The City does not collect a Business and Occupation (B&O) tax.

**Permit Fees:** With the assistance of the director of Development and Business Services (DBS), development services revenues are forecasted based upon actual and probable development projects coming up in 2021 and 2022. Development fees as specified in the Fee Schedule are forecasted to increase to better align with the actual costs of processing permits, plan review, and inspection services. The growth expected with development services revenues is forecasted to offset the reduction in sales tax over the next two years.

**Other:** Recreation revenues are forecasted based upon estimated program fees and facility rental fees provided by the Parks, Recreation and Cultural Arts Department. These revenues have been negatively impacted by COVID-19 and are forecasted to be 13.5% below the 2019-2020 budget. Revenues from fines and forfeitures are forecasted to remain flat in 2021, with a small increase in

2022 from actual 2019. State shared and intergovernmental revenues are based upon the revenue estimates from MRSC. The big drop (\$845,123) from the 2019-2020 state shared and intergovernmental revenues to the 2021-2022 proposed budget reflects the one-time CARES Act funding of \$968,000 that will be received in the General Fund in 2020.

Table 1 below includes a summary of General Fund revenues received in 2019 and projected to be received in 2020, as well as the Proposed Preliminary Budgeted revenues for 2021-2022.

**Table 1. General Fund Revenue History and Projection**

	<b>2019-2020 Revised Budget</b>	<b>2019 Actual</b>	<b>2020 Projected</b>	<b>2021-2022 Proposed</b>	<b>Increase or (Decrease) 2021-22 vs. 2019-20</b>
<b>Beginning Fund Balance</b>	<b>\$ 5,962,407</b>	<b>\$ 5,430,869</b>	<b>\$ 4,125,559</b>	<b>\$ 3,519,143</b>	<b>\$ (2,443,264)</b>
<b>GENERAL FUND</b>					
<b>OPERATING REVENUES:</b>					
Taxes:					
Property Tax (General)	8,300,000	3,991,045	4,300,000	8,800,000	500,000
Sales Tax	47,512,736	22,556,266	17,843,117	44,684,959	(2,827,777)
Utilities Taxes	10,186,560	4,531,197	4,589,754	9,397,524	(789,036)
Utility Taxes (City's own)	2,601,876	1,338,590	1,378,748	2,882,824	280,947
Gambling Tax	273,696	154,214	111,595	224,866	(48,830)
Admissions & Other Taxes	1,468,568	705,753	351,034	1,439,271	(29,297)
Business & Other Licenses	6,268,995	1,836,596	4,616,220	6,608,348	339,353
Development Services	5,003,074	1,644,727	3,265,886	8,521,669	3,518,596
Recreation Fees	6,622,278	2,873,626	1,093,088	5,624,900	(997,378)
Fines & Forfeitures	9,141,660	4,763,375	3,918,319	9,622,018	480,358
Franchise Fees	999,251	442,681	451,535	930,342	(68,909)
State Shared & Intergovtl	9,105,995	4,221,192	4,928,696	8,260,872	(845,123)
Investment Interest	306,864	(24,316)	116,000	236,544	(70,322)
Other Misc Revenues	592,291	181,655	188,850	307,304	(284,987)
<b>Total Operating Revenues</b>	<b>\$ 108,383,845</b>	<b>\$ 49,216,601</b>	<b>\$ 47,152,841</b>	<b>\$ 107,541,440</b>	<b>\$ (842,406)</b>
One-Time ST2 Revenues	2,727,256	465,641	2,261,615	1,100,000	(1,627,256)
One-Time GEMT Revenues	1,217,193	1,164,794	-	-	(1,217,193)
Transfer from Rev Stab.	-	-	2,607,039	-	-
Other Transfers In	1,671,610	5,805	205,805	15,627	(1,655,983)
<b>Total Resources</b>	<b>\$ 119,962,311</b>	<b>\$ 56,283,710</b>	<b>\$ 56,352,859</b>	<b>\$ 112,176,210</b>	<b>\$ (7,786,102)</b>

## GENERAL FUND EXPENDITURES

More detailed expenditure information will be provided beginning with the preliminary budget message that will be presented at the October 12 City Council meeting. Included in the proposed budget is the continuation of the \$1.1 million transfer per year to fund Capital, as called for by the City's Financial Policies. The transfer to the Street Operating fund included in the 2021-2022 budget is over \$1 million per year.



The City's Proposed Preliminary Budget assumes a need to utilize \$2.6 million of financial reserves in 2020 to offset the impact of COVID-19 on the City's revenues. The current proposed 2021-2022 budget does not include funds to replenish this as it is difficult to predict how long the COVID-19 pandemic will affect the City's revenues. This may mean that restoring General Fund reserves is expected to occur sometime after the 2021-2022 biennium.

**Table 2. General Fund Expenditure History and Projection**

	<b>2019-2020 Revised Budget</b>	<b>2019 Actual</b>	<b>2020 Projected</b>	<b>2021-2022 Proposed</b>	<b>Increase or (Decrease) 2019-20 vs. 2021-2022</b>
<b>GENERAL FUND</b>					
<b>OPERATING EXPENDITURES:</b>					
Legislative	\$ 872,547	\$ 406,546	\$ 416,001	\$ 877,072	4,525
Executive	1,881,717	871,851	909,366	2,295,434	413,717
Municipal Court	2,871,854	1,291,421	1,376,433	2,835,573	(36,281)
Legal	3,348,654	1,713,925	1,634,729	2,751,400	(597,254)
Human Resources	1,916,267	778,378	829,527	1,825,526	(90,741)
Administrative Services	7,645,789	3,586,525	3,742,264	7,246,356	(399,433)
Information Services	5,244,292	2,375,484	2,468,808	4,911,171	(333,121)
Non-Departmental	1,168,000	-	1,168,000	195,233	(972,767)
Police	43,826,031	21,350,443	21,075,588	41,883,029	(1,943,002)
Fire	2,276,882	1,176,835	900,047	1,927,489	(349,393)
Parks & Recreation	17,261,088	8,019,155	6,929,434	16,542,992	(718,096)
Public Works	8,693,624	3,116,857	3,475,767	6,270,117	(2,423,507)
Street Operating Fund (Transfer)	2,090,900	1,045,450	945,450	2,041,065	(49,835)
Development Business Services	-	-	-	10,596,383	10,596,383
Community Development	6,982,765	2,554,275	2,530,490	-	(6,982,765)
Economic Development	1,227,586	510,527	513,559	-	(1,227,586)
<b>Total Operating Expenditures</b>	<b>\$ 107,307,996</b>	<b>\$48,797,672</b>	<b>\$ 48,915,463</b>	<b>\$102,198,840</b>	<b>\$ (5,109,156)</b>
<b>OTHER USES</b>					
One-Time Sound Transit	\$ 2,727,256	\$ 465,641	\$ 2,261,615	\$ 1,000,000	\$ (1,727,256)
Transfer to Capital	2,200,000	1,100,000	-	2,200,000	-
Transfers to Other Funds (Debt)	3,451,476	1,794,838	1,656,638	3,313,026	(138,450)
Total Other Uses	8,378,732	3,360,479	3,918,253	6,513,026	(1,865,706)
<b>Total Expenditures and Other Uses</b>	<b>\$ 115,686,728</b>	<b>\$52,158,151</b>	<b>\$ 52,833,716</b>	<b>\$108,711,866</b>	<b>\$ (6,974,862)</b>
<b>GENERAL FUND</b>					
<b>Reserves per Financial Policy</b>	<b>\$ 3,519,143</b>	<b>\$ 4,049,727</b>	<b>\$ 3,519,143</b>	<b>\$ 3,464,155</b>	<b>\$ (54,988)</b>
<b>Unreserved</b>	<b>756,440</b>	<b>75,832</b>	<b>(0)</b>	<b>189</b>	<b>(756,251)</b>
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 4,275,583</b>	<b>\$ 4,125,559</b>	<b>\$ 3,519,143</b>	<b>\$ 3,464,344</b>	<b>\$ (811,239)</b>
<b>TOTAL EXPEND, OTHER USES</b>					
<b>AND ENDING FUND BALANCE</b>	<b>\$ 119,962,311</b>	<b>\$56,283,710</b>	<b>\$ 56,352,859</b>	<b>\$112,176,210</b>	<b>\$ (7,786,102)</b>

## STREET OPERATING FUND REVENUES & EXPENDITURES

The source of revenues for the Street Operating fund are the City's share of the State's motor vehicle fuel tax, right of way permit fees, and transfers from both the General Fund and the Transportation Benefit District (TBD) Fund. MRSC provided estimates for the City's share of the

motor vehicle fuel tax for 2021 and 2022. Tables 3 and 4 below summarizes the Street Fund Preliminary Proposed Budget for 2021-2022.

**Table 3. Street Operating Fund Revenue History and Projection**

	2019-2020 Revised Budget	2019 Actual	2020 Projected	2021-2022 Proposed	Increase or (Decrease) 2019-20 vs. 2021-22
<b>Beginning Fund Balance</b>	<b>\$ 122,208</b>	<b>\$ 122,208</b>	<b>\$ 259,415</b>	<b>\$ 357,021</b>	<b>\$ 234,813</b>
<b>STREET OPERATING FUND</b>					
<b>OPERATING REVENUES:</b>					
Taxes:					
Motor Vehicle Fuel Tax	\$ 1,792,600	\$ 926,375	\$ 600,000	\$ 1,865,123	\$ 72,523
Right of Way Use Permits	256,250	174,842	75,000	300,000	\$ 43,750
Intergovernmental Revenues	25,000	4,050	4,050	25,000	-
Miscellaneous Revenues	-	4,715	-	-	-
Intvestment Interest	1,000	51	600	1,000	-
<b>Total Operating Revenues</b>	<b>\$ 2,074,850</b>	<b>\$ 1,110,033</b>	<b>\$ 679,650</b>	<b>\$ 2,191,123</b>	<b>\$ 116,273</b>
Transfer from General Fund	2,090,900	1,045,450	945,450	2,041,065	(49,835)
Transfer from TBD Fund	600,000	300,000	300,000	760,000	160,000
<b>Total Transfers</b>	<b>2,690,900</b>	<b>1,345,450</b>	<b>1,245,450</b>	<b>2,801,065</b>	<b>110,165</b>
<b>Total Resources</b>	<b>\$ 4,887,958</b>	<b>\$ 2,577,691</b>	<b>\$ 2,184,515</b>	<b>\$ 5,349,209</b>	<b>\$ 461,251</b>

**Table 4. Street Operating Fund Expenditure History and Projection**

	2019-2020 Revised Budget	2019 Actual	2020 Projected	2021-2022 Proposed	Increase or (Decrease) 2019-20 vs. 2021-22
<b>STREET OPERATING FUND</b>					
<b>OPERATING EXPENDITURES:</b>					
Transportation Administration	\$ 514,654	\$ 264,638	\$ 193,203	\$ 636,856	\$ 122,202
Transportation Services	172,849	98,060	27,812	85,706	(87,143)
Road Maintenance	1,268,211	701,833	573,710	1,710,008	441,797
Snow and Ice Control	39,000	9,650	-	39,000	-
Street Cleaning	-	3,661	6,857	-	-
Roadside Maintenance	46,000	15,175	-	113,500	67,500
Traffic Control	149,000	59,022	27,579	130,000	(19,000)
Traffic/Street Lights	874,967	500,265	263,804	874,063	(904)
Traffic Calming	50,000	-	-	50,000	-
Pedestrian Maintenance	6,000	1,447	-	3,600	(2,400)
Sidewalk Maintenance	16,000	-	-	30,000	14,000
ADA - Sidewalks	100,000	-	-	20,000	(80,000)
Pedestrian Maint/Traffic Control	1,561,815	664,525	734,529	1,583,343	21,528
<b>Total Expenditures</b>	<b>\$ 4,798,496</b>	<b>\$ 2,318,276</b>	<b>\$ 1,827,494</b>	<b>\$ 5,276,076</b>	<b>\$ 477,580</b>
<b>ENDING FUND BALANCE</b>	<b>89,462</b>	<b>259,415</b>	<b>357,021</b>	<b>73,133</b>	<b>(16,329)</b>
<b>TOTAL EXPEND, OTHER US</b>	<b>\$ 4,887,958</b>	<b>\$ 2,577,691</b>	<b>\$ 2,184,515</b>	<b>\$ 5,349,209</b>	<b>\$ 461,251</b>
<b>AND ENDING FUND BALANCE</b>					

## OTHER FUNDS PRELIMINARY PROPOSED BUDGET

The City's Utility Fund will continue to be separated into two different funds for the 2021-2022 budget; one fund for the Utility operating costs, and a new fund that will include the Utility's

Capital budget. The detail proposed budget for these two funds will be presented beginning with the Preliminary Budget and budget message to be delivered at the October 12 Council meeting.
























Included in the 2021-2022 Preliminary Budget will be two years of the City's capital project budget. The capital budget is currently being finalized and more detailed information on the City's proposed capital budget will be presented on October 12, along with all other funds not addressed here.

Upcoming Council budget meetings include the following:

Date	Topic
Monday, September 28	Public Hearing on Budget Priorities
Monday, October 12	Mayor's Preliminary Budget Presented
Monday, October 19	<u>Department Budget Presentations:</u> Executive, Administrative Services, Legal, Legislative
Wednesday, October 21	<u>Department Budget Presentations:</u> Development & Business Services, Information Technology, Human Resources, Public Works
Monday, October 26	<u>Department Budget Presentations:</u> Parks, Recreation & Cultural Arts, Police, Municipal Court, Capital Funds
Monday, November 2	Council Discussion on Budget
Monday, November 9	Public Hearing on 2021-2022 Budget Public Hearing on 2021 Property Tax Levy
Monday, November 16	Council Discussion and Deliberation
Monday, November 23	Council Deliberation and Adoption of: 2021 Property Tax Levy 2021-2022 Budget

We look forward to ***IMPROVING, TRANSFORMING AND ACHIEVING*** with the City Council throughout the remainder of this 2021-2022 Biennial Budget process.

Executive Summary of Reductions September 9, 2020

Department	Personnel (FTE)	Training / Travel	Prof. Services	Equipment / Other	\$
Adm. Svcs.	 0.5				\$177,600
Dev. & Bus. Svcs.		 \$38,000	 \$708,500	 \$15,000	\$776,700
Executive					
Human Resources			 \$148,300	 \$21,600	\$169,900
Information Tech.		 \$26,600	 \$55,000	 \$156,000	\$237,600
Legislative		 \$34,500	 \$3,000		\$37,500
Muni. Court	 1.0	 \$11,000	 \$77,000		\$238,300
Parks, Rec., C. Arts	 5.2		 \$49,500	 \$110,500	\$930,000
Police	 9.325	 \$53,600		 \$1,475,900	\$3,713,935
Public Works (GF)	 5.0/2.0*	 \$800		 \$7,600	\$521,447
* 5 total, 2 General Fund	18.025 FTE	\$164,500	60-D-\$1,041,300	\$1,786,600	\$6,802,982

## CITY COUNCIL ITEM 90.1-A

### CITY OF LYNNWOOD Administrative Services

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**TITLE:** Justice Center Design Contract Amendment #2

**DEPARTMENT CONTACT:** Cathy Robinson, Interim Procurement Manager

**SUMMARY:**

The City requires the services of a design firm in support of a new Justice Center. Mackenzie Architects provides these services under contract for the City. Contract Amendment #2 will increase the contract total and extend the contract term.

**ACTION:**

Authorize the Mayor to execute contract amendment #2 with Mackenzie Architects for design phases II and III of the new Justice Center, in the amount of \$4,471,105, and extend the contract term through February 2023.

**BACKGROUND:**

The City issued a RFQ for design services and awarded a contract to Mackenzie Architects in the amount of \$1,044,474. Contract amendment #1 was executed for \$3,593 for additional work omitted from the scope. Contract amendment #2 will continue the contract through phases II and III for an estimated amount of \$4,471,105.

**PREVIOUS COUNCIL ACTIONS:**

Council approved the original contract award on September 9, 2019.

**FUNDING:**

Funding for Phase I is included in the currently adopted biennium budget. Council will be considering a budget amendment for 2020 to begin Phase II. The remainder of Phase II and Phase III funding is included in the proposed biennium budget for 2021-2022.

**ADMINISTRATION RECOMMENDATION:**

Approve.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Procurement Report</a>	Backup Material

**Procurement Report**  
**#3111 Justice Center Design**

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**Purpose of Contract:**

The Lynnwood Police, Jail and Municipal Court have outgrown their current facility. Last fall, Council approved Phase I of a design contract for a new Justice Center.

**Estimated cost:**

Council approved Phase I design cost of \$1,044,474. Amendment #1 was issued for \$3,593 for work that was omitted from the Phase I scope. Current contract total is \$1,048,067.

The estimated cost for this amendment is \$4,471,105, which includes all project reimbursables and sales tax. (Reimbursables from Phase 1 not included in the original contract amount of \$10,445, Phase II - \$2,520,713 total costs, and Phase III - \$1,939,947 total costs).

The new proposed contract total is \$5,519,172.

**Advanced Planning:**

Chief Nelson and our Consultant have worked together on the proposed facility design. This amendment continues the design contract through Phase II and III.

**Method of Procurement:**

An RFQ process was used to solicit for architectural and engineering services.

**Type of Contract: One time buy? Services?**

This is a one-time service contract.

**Term of Contract:**

The estimated completion of Phase II is end of March 2021 and Phase III is February of 2023.

**Solicitation:** N/A

**Recommended Action: Approve contract amendment #2 with Mackenzie Architects for the provision of Justice Center Design, Phases II and III at an estimated value of \$4,471,105.**

**Procurement Officer: Ginny Meads, Buyer**

**Date: September 1, 2020**

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

### **CITY OF LYNNWOOD Economic Development**

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**TITLE:** Interlocal Agreement: Stormwater Comingling Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit)

**DEPARTMENT CONTACT:** David Kleitsch, Economic Development Director; Karl Almgren, City Center Program Manager

#### **SUMMARY:**

The proposed agreement is a collaborative and cost savings approach to address stormwater management by ‘comingling’ facilities. The agreement outlines maintenance obligations and reimbursements between the two agencies.

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

Should the City Council approve an agreement to advance stormwater management cost savings on Lynnwood Link Extension?

#### **ACTION:**

Approve the Interlocal Agreement with Sound Transit for stormwater comingling as part of the Consent Agenda.

#### **BACKGROUND:**

Previous design efforts for the Lynnwood City Center Station and 200th Street SW widening included separately constructed and operated stormwater facilities. These facilities would either treat stormwater for the City of Lynnwood or for Sound Transit. During review to decrease the project cost, known as value engineering, an opportunity for shared facilities was identified. This approach would increase the capacity of existing stormwater detention ponds and decrease the size and number of new pre-cast detention vaults. This approach requires the facilities to co-mingle stormwater and share long-term maintenance responsibility.

The City of Lynnwood and Sound Transit collaboratively developed the proposed agreement to fairly share the cost of future maintenance. The document has been prepared in collaboration with Sound Transit and Lynnwood Public Works, and reviewed by the City Attorney.

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

April 8, 2019 – City Council approved the Development and Access Enhancements Funding Agreement

July 6, 2020 – City Council received an update on the construction of Lynnwood Link Extension.

September 8, 2020 - City Council received a Memo for Action regarding the agreement.

#### **FUNDING:**

City funding for the annual cost of maintenance associated with this agreement is proportionate to the City's shared use of the facilities constructed pursuant to this agreement. Without the agreement, the City would still be required to have and maintain separate stormwater facilities. This obligation for maintenance is required regardless of the proposed agreement because the City is mandated by the Department of Ecology to maintain City stormwater facilities. The costs of the maintenance will be paid by the Stormwater Utility Fund 411.

### **KEY FEATURES AND VISION 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.

### **ADMINISTRATION RECOMMENDATION:**

Approve the Interlocal Agreement with Sound Transit for stormwater comingling as part of the Consent Agenda.

### **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">Agreement: Draft Stormwater Comingling Agreement</a>	Backup Material
<a href="#">Exhibit A</a>	Backup Material
<a href="#">Exhibit B1</a>	Backup Material
<a href="#">Exhibit B2</a>	Backup Material
<a href="#">Exhibit C</a>	Backup Material



**STORMWATER COMINGLING AGREEMENT BETWEEN THE CITY OF  
LYNNWOOD AND  
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY REGARDING  
THE LYNNWOOD LINK LIGHT RAIL EXTENSION PROJECT (LLE)**

Stormwater Comingling Agreement (“**Agreement**”) is entered into by and between the CITY OF LYNNWOOD, a Washington municipal corporation (“**City**”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority (“**Sound Transit**”) (referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS**

- A. 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.
- B. 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).
- C. 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.
- D. The Sound Transit Board of Directors adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link Light Rail Extension (LLE) project on April 23, 2015 (the “Alignment Resolution”). For the purposes of this Agreement, the term “Project” refers to that portion of the Lynnwood Link Extension project located with the City, including any required mitigation.
- E. On August 22, 2019 the Sound Transit Board of Directors approved Motion 2019-93, awarding the construction of Lynnwood Link Light Rail Extension project, including Project elements within the City of Lynnwood (“LLE Contract”).
- F. The City desires to reroute stormwater runoff from a portion of 200th Street SW and 48th Avenue West, along with the adjacent properties as part of the Project. This runoff currently flows into the properties west of 48th Avenue West and outfalls directly into Scriber Creek.
- G. The City proposes to redirect this stormwater runoff south, down 48th Avenue West, combining with runoff from the Transit Center and Park-and-Ride lot and discharging at an existing outfall into Scriber Creek located south of the West Pond.

- H. As a part of the LLE project the City of Lynnwood engineering staff and Sound Transit engineering staff performed a Value Engineering work session. As a part of this exercise the current Lynnwood stormwater control system was analyzed in conjunction with future Sound Transit development and runoff.
- I. The Value Engineering workshop conducted by Sound Transit and the City determined that developing increased capacity of existing ponds belonging to the City of Lynnwood would allow for the comingling of Sound Transit and City stormwater therefore reducing the size and number of pre-cast vaults required to mitigate increased stormwater flows in the Project area (“Shared Facilities”).
- J. Sound Transit’s construction of increased capacity for the City will provide for stormwater conveyance to accommodate additional runoff from upstream municipal storm sewer and divert conveyance from the existing drainage system. The City has agreed to reimburse Sound Transit for accommodating this increased stormwater capacity.
- K. Sound Transit’s construction for the City will divert existing flows from an area of chronic flooding to the area of increased capacity.

### **AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the Parties agree as follows:

#### **1.0 PURPOSE**

- 1.1 Purpose. Sound Transit and the City have coordinated during the development of the design of the Project and have identified the Shared Facilities that will be designed and constructed by Sound Transit as part of the Project for the benefit of both Parties. The Shared Facilities include four detention facilities and associated conveyance system structures and pipes identified as a Shared Facility on the Station Summary Graphic O & M in Exhibit A. The purpose of this Agreement is to identify and define the Parties’ responsibilities with respect to the ownership, operation, and maintenance of the Shared Facilities.

#### **2.0 Intentionally left blank**

### **3.0 OWNERSHIP, OPERATION, & MAINTENANCE OF SHARED STORMWATER FACILITIES**

3.1 Responsibility for Shared Facilities. Except as provided otherwise in this Section 3, each Party will own and be responsible for performing all operation and maintenance on the Shared Facilities located on that Party's own property. The location and ownership of the Shared Facilities based on the preliminary designs is identified in the Street Maintenance Matrix (B1) and Station Maintenance Matrix (B2), attached to this Agreement as Exhibit B1 and B2. After completion of construction, the Designated Representatives may update the Matrices and associated Exhibit A to reflect the actual location and ownership of the Shared Facilities.

3.1.1 Facilities with Temporary Sound Transit Control. Sound Transit shall temporarily operate and maintain the following Shared Facilities:

3.1.1.1 Private Connection. The Responsibility Map identifies a facility that serves a property that will be used by Sound Transit during construction but will not be part of the completed Project. Sound Transit will be responsible for the operation and maintenance of this facility until the property is surplus by Sound Transit.

3.1.1.2 Outfall #4. Sound Transit is temporarily responsible for operating and maintaining the facility identified as Outfall #4 on the Responsibility Map as a mitigation requirement for the Project. Sound Transit will operate and maintain Outfall #4 for \_\_ years after completion of construction, after which time the City will resume responsibility for operation and maintenance of that facility.

3.2 Parties to Share Operation and Maintenance Costs. The City and Sound Transit will share the operation and maintenance cost for the Shared Facilities based on the Tributary Area of each Party. Tributary Area is defined as the combination of affected Threshold Discharge Areas 300-7B, 300-8, and 300-9 described in the L300M City of Lynnwood Drainage Report prepared by H/J Trusted Design Partners, dated December 10, 2018 (hereinafter "Sound Transit's drainage report"). The Tributary Area included in Sound Transit's drainage report will be used to establish each Parties' share in the cost. The allocation of the Tributary Area is shown in Exhibit C.

3.3 City Operation and Maintenance of Facilities on Sound Transit Property. The City will be responsible for performing all operation and maintenance and the associated costs for the Shared Facilities described in Exhibit A, which are located on Sound Transit property. Prior to acceptance of those facilities, Sound Transit shall grant the City all necessary access rights for the operation and maintenance of those facilities in an easement, in a form that is satisfactory to the City. The easement will be recorded by Sound Transit in the real property records of Snohomish County.

- 3.4 Operation and Maintenance Standards. The Parties will operate and maintain the Shared Facilities that they are responsible for in accordance with Lynnwood Municipal Code Title 13 Chapters 13.35, 13.40 and 13.45.

#### **4.0 FUNDING AND INVOICING**

- 4.1. Each Party shall submit to the other Party a single monthly invoice and supporting documentation which covers the other Party's share of the submitting Party's costs incurred to operate and maintain Shared Facilities consistent with Section 3.
- 4.2. Each Party shall submit its invoice via email to the other Party's Designated Representative.

If the Designated Representative determines that an invoice lacks sufficient documentation to support payment, the Designated Representative shall notify the submitting Party's Designated Representative of its determination and request that the submitting Party provide additional documentation. Either Party may withhold payment of an invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

- 4.3 The Parties' Designated Representatives, or their designees, shall compare the Parties' invoices, and determine which Party's share of the other Party's costs incurred to operate and maintain Shared Facilities is larger (the "Paying Party"), and the amount by which the Paying Party's share exceeds the other Party's share (the "Transfer Payment"). The Paying Party shall pay the Transfer Payment to the other Party within thirty (30) days of the date of receipt of the invoice from the other Party.

#### **5.0 RECORDS RETENTION AND AUDIT.**

- 5.1 During the period of construction of the Project and for a period not less than six (6) years, or that period established by the State Archivist, from the date of final payment to the City and Sound Transit, records and accounts pertaining to subjects of this Agreement and accounting are to be kept available for inspection and audit by representatives of the Parties, the State of Washington, and the federal government. Copies of the records shall be furnished to a requesting Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

#### **6.0 DISPUTE RESOLUTION.**

- 6.1 The Parties agree that neither Party shall take or join any action in any judicial or administrative forum to challenge actions of the other Party associated with this Agreement or the Project, except as set forth in this Agreement.
- 6.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. The provisions contained in this Agreement depend upon timely

and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party shall work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues.

- 6.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 6.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. Each Party hereby designates the following persons as their representatives (the "Designated Representatives") who shall be responsible for coordination of communication between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly as to discuss the status of the tasks to be performed, identify upcoming decisions and any information or input necessary to inform those decisions, and resolve any issues or disputes related to the Access Enhancements. The Designated Representatives are:

**SOUND TRANSIT:**

Rod Kempkes  
Deputy Project Director  
Lynnwood Link Extension  
Sound Transit  
401 S. Jackson Street  
Seattle, WA 98104  
(206) 398-5374  
[rod.kempkes@soundtransit.org](mailto:rod.kempkes@soundtransit.org)

**CITY OF LYNNWOOD:**

David Kleitsch  
Economic Development Director  
City of Lynnwood  
20816 44<sup>th</sup> Avenue West, Suite 230  
Lynnwood, WA 98046  
(425) 670-5042  
[dkleitsch@lynnwoodwa.gov](mailto:dkleitsch@lynnwoodwa.gov)

Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change their Designated Representative by written notice to the other Party during the term of this Agreement. Changing the Designated Representatives will not constitute an amendment to this Agreement.

- 6.5 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

Level One. Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

Level Two. Sound Transit's Executive Project Director and the City's Economic Development Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

Level Three. Sound Transit's Executive Director of Engineering and Construction Management or Designee and the City's Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Two, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. 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. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Two of the process described in this Agreement. Such agreement may be withheld for any reason or no reason.

- 6.6 Notice of Default. Neither Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then the defaulting Party shall initiate reasonable actions to cure within the thirty (30) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

## **7.0 INDEMNITY.**

- 7.1 Mutual Indemnity. Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the first Party's negligent or grossly negligent acts or omissions or that of its officers, officials, employees or agents. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In

the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's liability.

- 7.2 Stormwater Discharges. Each Party is responsible for the water quality of the stormwater originating from its property and stormwater facilities flowing into the other Party's stormwater system or the Shared Facilities. Each Party will protect, defend, indemnify, and save harmless the other Party, and such other Party's officers, officials, employees and agents, from any suits, costs, claims, actions, losses, penalties, fines, judgments, and awards of damages that arise out of discharge of stormwater originating from its property, from a Party's stormwater facilities, or from the Shared Facilities on its property, and will indemnify and hold the other Party harmless against claims, damages, regulatory actions and associated fines.

## 8.0 MISCELLANEOUS

- 8.1 Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority  
Attention: Rod Kempkes  
Deputy Project Director, Lynnwood Link Extension  
401 South Jackson Street  
Seattle, WA 98104-2826

And to:

City of Lynnwood  
Attention: David Kleitsch  
Economic Development Director  
20816 44<sup>th</sup> Avenue West, Suite 230  
Lynnwood, WA 98046

- 8.2 Assignability; Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assignees. Either Party may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement. Neither Party may assign any other interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.
- 8.3 Costs. Each Party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 8.4 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.

- 8.5 Section Headings. Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 8.6 Interpretation; Compliance with Laws. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. This Agreement has been reviewed and revised by legal counsel for all Parties hereto and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. In the construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate. This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulation. The Parties shall comply, and shall ensure their respective employees, agents, and contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the work and services performed under this Agreement, including but not limited to, all applicable public works and procurement laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and worker compensation requirements.
- 8.7 Venue. Venue for any action under this Agreement shall be Snohomish County, Washington.
- 8.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 8.9 Authority. The persons signing this Agreement warrant that they each have the authority to sign this Agreement on behalf of the Party represented by said signatory.
- 8.10 Severability. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 8.11 Enforcement. This Agreement shall be enforceable by specific performance in addition to any other legal or equitable remedy available under controlling law.
- 8.12 No Implied Waiver. Neither Party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 8.13 Amendments. Except as otherwise provided, this Agreement may be amended only by a written instrument executed by each of the Parties.
- 8.14 No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.



8.15 Expiration. This Agreement will continue to be in effect until the earlier of either (i) the Shared Facilities are no longer in use by one or both Parties, or (ii) the Parties enter into a written agreement to terminate this Agreement.

Each of the Parties has executed this Stormwater Comingling Agreement by having its authorized representative affix their name in the appropriate space below.

CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY  
(SOUND TRANSIT)

CITY OF LYNNWOOD

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

Name:

Title:

Date: \_\_\_\_\_

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

Name:

Title:

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

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

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

Legal Counsel

Legal Counsel

# EXHIBIT B1.1 STREET MAINTENANCE MATRIX

**L300 Lynnwood Link**  
**Lynnwood Station Streets - Storm Drain System**

Item#	Infrastrure ID	Structure Type/ Pipe Diameter	Pipe Length (ft)	Facility Size	Notes	Ownership	Maintenance Responsibility					
							Sound Transit Operation	Sound Transit Property Management	City of Lynnwood	Independent Third party Contractor	WSDOT	REMARKS
1	44th Ave W & 200th interesection (north east)											
2	CB 300-9003	CB Type 1				LYN				Y		
3		12" SD	16.8			LYN				Y		
4	CB 300-9010	CB TYPE 1				LYN				Y		
5		12" SD	6.5			LYN				Y		
6	CB 300-9011	CB TYPE 1L				LYN				Y		
7		18" SD	105.5			LYN				Y		
8	CB 300-9004	CB Type 2 - 54"				LYN				Y		
9		12" SD	24.6			LYN				Y		
10	CB 300-9006	CB Type 2 - 48"				LYN			Y			
11		12" SD	23.1			LYN			Y			
12	EX CB	EX CB				LYN			Y			
10	CB 300-9005	CB Type 1L				LYN				Y		
11		18" SD	15.8			LYN				Y		
12	CB 300-9004	CB Type 2 - 54"				LYN				Y		
13												
12	CB 300-9008	CB Type 1L				LYN			Y			
13		12" SD	48.5			LYN			Y			
14	CB 300-9009	CB Type 1				LYN			Y			
15		12" SD	20.5			LYN			Y			
16	CB 300-9006	CB Type 2 - 48"				LYN			Y			
17												
18	CB 300-9106	CB TYPE 1				LYN			Y			
19		12" SD	95.3			LYN			Y			
20	CB 300-9111/ LYN 9-1	CB TYPE 2-60"				LYN			Y			
21												
22	CB 300-9116	CB TYPE 2-60"				LYN			Y			
23		12" SD	10.0			LYN			Y			
24	CB 300-9104	CB TYPE 2-48"				LYN			Y			
25												
26	CB 300-9102	CB TYPE 1				LYN			Y			
27		12" SD	46.6			LYN			Y			
28	CB 300-9101	CB TYPE 1				LYN			Y			
29		12" SD	20.6			LYN			Y			
30	CB 300-9111/ LYN 9-1	CB TYPE 2-60"				LYN			Y			
31												
32	CB 300-9112	CB TYPE 1				LYN			Y			
33		12" SD	16.5			LYN			Y			
34	CB 300-9101	CB TYPE 1				LYN			Y			
35												
36	CB 300-9113	CB TYPE 1				ST	Y					
37		12" SD	43.7			ST	Y					
38	CB 300-9114	CB TYPE 1				ST	Y					
39		12" SD	10.0			ST	Y					
40	CB 300-9115	CB TYPE 2-48"				ST	Y					
41		12" SD	35.7			ST	Y					
42	CB 300-9104	CB TYPE 2-48"				ST	Y					
43		12" SD	70.3			ST	Y					
44	CB 300-9105	MH Type 1 - 72"				LYN			Y			
45												
46	CB 300-9110	CB TYPE 1				ST	Y					
47		12" SD	24.8			ST	Y					
48	CB 300-9103	CB TYPE 1				ST	Y					
49		12" SD	29.5			ST	Y					
50	CB 300-9104	CB TYPE 2-48"				ST	Y					
51												
52	200th St SW (North side between 46th Ave W and 44th Ave W)											
53	CB 300-7070	CB Type 1				LYN			Y			
54		12" SD	126.0			LYN			Y			
55	CB 300-7071	CB Type 1				LYN			Y			
56		12" SD	101.5			LYN			Y			
57	CB 300-7076	CB Type 1				LYN			Y			
58		12" SD	105.1			LYN			Y			
59	CB 300-7072	CB Type 1				LYN			Y			
60		12" SD	19.3			LYN			Y			
61	EX CB	EX CB				LYN			Y			
62												
63	CB 300-7077	CB Type 1				LYN			Y			
64		12" SD	18.1			LYN			Y			
65	CB 300-7076	CB Type 1				LYN			Y			
66												
67	CB 300-7078	CB Type 1				LYN			Y			
68		12" SD	22.0			LYN			Y			
69	CB 300-7072	CB Type 1				LYN			Y			
70												
71												
72	CB 300-7080	CB Type 1				LYN			Y			
73		12" SD	27.9			LYN			Y			
74	CB 300-7079	CB Type 1				LYN			Y			
75		12" SD	45.7			LYN			Y			
76	EX CB	EX CB				LYN			Y			

# EXHIBIT B1.2 STREET MAINTENANCE MATRIX

77	<b>200th St SW &amp; 46th Ave W intersection</b>											
78	CB 300-7083	CB Type 1				LYN			Y			
79		12" SD	12.7			LYN			Y			
80	EX CB	EX CB				LYN			Y			
81												
82	CB 300-7073	CB Type 1				LYN			Y			
83		12" SD	6.3			LYN			Y			
84	CB 300-7074	CB Type 1				LYN			Y			
83		12" SD	49.0			LYN			Y			
84	CB 300-7075	CB Type 1				LYN			Y			
85		12" SD	25.5			LYN			Y			
86	CB 300-7801	EX CB				LYN			Y			
87												
88	CB 300-7802	CB Type 1				LYN			Y			
89		12" SD	221.9			LYN			Y			
90	CB 300-7801					LYN			Y			
91												
92	CB 300-7068	Conc Inlet				LYN			Y			
93		12" SD	5.9			LYN			Y			
94	CB 300-7067	CB Type 1				LYN			Y			
95												
96	CB 300-7052	CB Type 1				LYN			Y			
97		12" SD	36.0			LYN			Y			
98	EX CB 300-7051	EX CB				LYN			Y			
99	<b>200th St SW &amp; 48th Ave W intersection</b>											
100	CB 300-8004	CB Type 1				LYN			Y			
101		12" SD	39.0			LYN			Y			
102	CB 300-8005	CB Type 2 - 48"				LYN			Y			
103		12" SD	27.5			LYN			Y			
104	Structure - (464)	EX CB				LYN			Y			
105												
106	CB 300-8006	CB Type 2 - 48"				LYN			Y			
107		12" SD	47.1			LYN			Y			
108	Structure - (464)	EX CB				LYN			Y			
109												
110	<b>200th St SW &amp; 48th Ave W intersection (WEST)</b>											
111	CB 300-8003	CB Type 1				LYN			Y			
112		12" SD	154.0			LYN			Y			
113	CB 300- 8002	CB Type 1				LYN			Y			
114		12" SD	106.7			LYN			Y			
115	CB 300-8001	CB Type 1				LYN			Y			
116		12" SD	62.6			LYN			Y			
117	EX CB	EX CB				LYN			Y			
118												
119	CB 300-8010	CB Type 1				LYN			Y			
120		12" SD	67.3			LYN			Y			
121	CB 300-8011	CB Type 1				LYN			Y			
122		12" SD	46.4			LYN			Y			
123	EX CB	EX CB				LYN			Y			

EXHIBIT B2.1  
STATION MAINTENANCE MATRIX

L300 Lynnwood Link  
Lynnwood Station - Storm Drain System

Item#	Infrasture ID	Structure Type/ Pipe Diameter	Pipe Length (ft)	Facility Size	Notes	Ownership	Maintenance Responsibility					
							Sound Transit Operation	Sound Transit Property Management	City of Lynnwood	Independent Third party Contractor	WSDOT	REMARKS
	48th Ave W System											
1	CB 300-8126	CB Type 2 - 60"				LYN				Y		
2		36" SD	33.5			LYN				Y		
3	CB 300-8125	CB Type 2 - 60"				LYN				Y		
4		36" SD	134.0			LYN				Y		
5	CB 300-8124	CB Type 2 - 60"				LYN				Y		
6		12" SD	72.0			LYN			Y			
7	CB 300-8117	CB Type 1				LYN			Y			
8	CB 300-8118	CB Type 1				LYN			Y			
9		12" SD	56.7			LYN			Y			
10	CB 300-8117	CB Type 1				LYN			Y			
11		12" SD	130.7			LYN			Y			
12	CB 300-8112	CB Type 1				LYN			Y			
13		12" SD	48.7			LYN			Y			
14	CB 300-8113	CB Type 1				ST			Y			
15		12" SD	64.1			LYN			Y			
16	CB 300-8114	CB Type 1				ST			Y			
17		12" SD	68.1			LYN			Y			
18	CB 300-8115	CB Type 2 - 48"				LYN			Y			
19		12" SD	104.5			ST			Y			
20	CB 300-7004	CB Type 1				ST			Y			
21		18" SD	230.0			LYN			Y			
22	CB 300-7005	CB Type 2-48"				LYN			Y			
23		18" SD	88.9			ST			Y			
24	CB 300-7006	CB Type 2-48"				ST			Y			
25		18" SD	126.5			ST			Y			
26	CB 300-7007	CB Type 2-48"				ST			Y			
27		18" SD	98.4			ST			Y			
28	CB 300-7008	CB Type 2-48"				LYN			Y			
29		18" SD	62.2			LYN			Y			
30	CB 300-7009	CB Type 2-48"				LYN			Y			
31		24" SD	159.0			LYN			Y			
32	CB 300-7010	CB Type 2-60"				ST			Y			
33		24" SD	109.7			ST	Y					
34	CB 300-7012	CB Type 2-60"				ST	Y					
35		24" SD	32.9			ST	Y					
36	CB 300-7013	CB Type 2-60"				ST	Y					
37		24" SD	39.9			ST	Y					
38	CB 300-7014	CB Type 2-48"				ST	Y					
39		24" SD	61.7			ST	Y					
40	Outfall #1					ST	Y					
41	EX LYN NW Detention	#N/A				ST	Y					
42		18" SD	79.5			ST	Y					
43	CB 300-7005	CB Type 2-48"				ST	Y					
	LYN 3 Detention	Detention Pipe				ST	Y					
		36" SD	6.3			ST	Y					
44	CB 300-7320	CB Type 2-60"				ST	Y					
45		18" SD	72.7			ST	Y					
46	CB 300-7321	CB Type 2-48"				ST	Y					
47		18" SD	29.8			ST	Y					
48	CB 300-7007	CB Type 2-48"				ST	Y					
49	LYN 3 Detention System											
50	CB 300-8107	CB Type 1				LYN			Y			
51		12" SD	184.6			LYN			Y			
52	CB 300-8106	CB Type 1				LYN			Y			
53		12" SD	55.4			LYN			Y			
54	CB 300-8104	CB Type 2 - 48"				LYN			Y			
55	CB 300-8105	CB Type 1				LYN			Y			
56		12" SD	184.5			LYN			Y			
57	CB 300-8104	CB Type 2 - 48"				LYN			Y			
58		12" SD	37.0			LYN			Y			
59	CB 300-8103	CB Type 1				LYN			Y			
60		12" SD	21.7			LYN			Y			
61	CB 300-8102	CB Type 1				LYN			Y			
62		12" SD	127.1			LYN			Y			
63	CB 300-8101	CB Type 1				LYN			Y			
64		12" SD	53.3			LYN			Y			
65	LYN 3 WQ B	WQ				ST			Y			
66		12" SD	22.3			LYN			Y			
67	CB 300-8120	CB Type 2 - 48"				LYN			Y			
68		12" SD	16.7			LYN			Y			
69	CB 300-7001	CB Type 2-48"				ST			Y			
70		18" SD	99.0			LYN			Y			
71	CB 300-7002	CB Type 2-48"				LYN			Y			
72		18" SD	33.7			LYN			Y			
73	CB 300-7017	CB Type 2-48"				LYN			Y			
74		12" SD	90.9			LYN			Y			
75	CB 300-7016	CB Type 2-48"				LYN			Y			
76		18" SD	26.7			LYN			Y			
77	CB 300-7003	CB Type 2-48"				LYN			Y			
78		18" SD	72.2			LYN	Y					
79	CB 300-7350	CB Type 2-48"				LYN	Y					
80		12" SD	162.2			LYN	Y					
81	CB 300-7351	CB Type 2-48"				LYN	Y					
82		12" SD	28.0			LYN	Y					
83	CB 300-7352	CB Type 2-48"				LYN	Y					
84		12" SD	108.7			LYN	Y					
85	CB 300-7353	CB Type 2-60"				LYN	Y					

EXHIBIT B2.2  
STATION MAINTENANCE MATRIX

86	CB 300-7330	CB Type 1			ST	Y				
87		12" SD	40.7		ST	Y				
88	CB 300-7331	CB Type 1			ST	Y				
89		12" SD	57.6		ST	Y				
90	CB 300-7332	CB Type 2 - 60"			ST	Y				
91		36" SD	4.9		ST	Y				
92	LYN 3 Detention	Detention Pipe			ST	Y				
93	LYN 3 WQ A	WQ BMP			ST	Y				
94		8" SD	2.6		ST	Y				
95	CB 300-7333	WQ BMP			ST	Y				
96		12" SD	42.6		ST	Y				
97	LYN 3 Detention	WQ BMP			ST	Y				
98	CO 300-7380	CO			ST	Y				
99		6" SD	11.5		ST	Y				
100	CO 300-7373	CO			ST	Y				
101		8" SD	63.1		ST	Y				
102	CO 300-7374	CO			ST	Y				
103		8" SD	83.0		ST	Y				
104	CO 300-7382	CO			ST	Y				
105		8" SD	11.8		ST	Y				
106	CO 300-7383	CO			ST	Y				
107		8" SD	12.7		ST	Y				
108	CO 300-7372	CO			ST	Y				
109		12" SD	12.8		ST	Y				
110	CB 300-7371	CB Type 1			ST	Y				
111		12" SD	44.2		ST	Y				
112	CB 300-7341	CB Type 2-48"			ST	Y				
113		12" SD	93.9		ST	Y				
114	CB 300-7314	CB Type 2-60			ST	Y				
115		36" SD	6.3		ST	Y				
116	LYN 3 Detention	Detention Pipe			ST	Y				
117	AD 300-7375	Area Drain			ST	Y				
118		8" SD	14.1		ST	Y				
119	AD 300-7376	Area Drain			ST	Y				
120		8" SD	14.9		ST	Y				
121	AD 300-7384	Area Drain			ST	Y				
122		8" SD	14.1		ST	Y				
123	AD 300-7385	Area Drain			ST	Y				
124		8" SD	7.3		ST	Y				
125	CO 300-7386	CO			ST	Y				
126		8" SD	26.8		ST	Y				
127	CO 300-7387	CO			ST	Y				
128		8" SD	9.4		ST	Y				
129	CO 300-7372	CO			ST	Y				
127	CB 300-7340	CB Type 1			ST	Y				
128		12" SD	46.5		ST	Y				
129	CB 300-7341	CB Type 2-48"			ST	Y				
130		12" SD	93.9		ST	Y				
131	CB 300-7314	CB Type 2-60			ST	Y				
132		36" SD	6.3		ST	Y				
133	LYN 3 Detention	Detention Pipe			ST	Y				
134	CB 300-7317	CB PVC			ST	Y				
135		8" SD	29.2		ST	Y				
136	CB 300-7316	CB Type 2-48"			ST	Y				
						Y				
137	CO 300-7318	CB PVC			ST	Y				
138		8" SD	34.3		ST	Y				
139	CB 300-7316	CB Type 2-48"			ST	Y				
140		12" SD	46.5		ST	Y				
141	CB 300-7315	CB Type 2-48"			ST	Y				
142		12" SD	51.9		ST	Y				
143	CB 300-7314	CB Type 2-60			ST	Y				
144		36" SD	6.3		ST	Y				
145	LYN 3 Detention	Detention Pipe		1310 LF - 7' Dia Pipe	ST	Y				22% City, 78% S
	Vault LYN Ex NW Detention System									
146	CB 300-7026	CB Type 1			LYN	Y				
147		12" SD	78.4		LYN	Y				
148	CB 300-7020	CB Type 1			LYN	Y				
149		12" SD	184.7		ST	Y				
150	CB 300-7021	CB Type 1			LYN	Y				
151		12" SD	80.8		ST	Y				
152	CB 300-7022	CB Type 1			LYN	Y				
153		12" SD	60.0		ST	Y				
154	CB 300-7023	CB Type 1			LYN	Y				
155		12" SD	56.0		ST	Y				
156	CB 300-7024	CB Type 1			LYN	Y				
157		12" SD	50.3		LYN			Y		
158	CB 300-7025	CB Type 1			LYN			Y		
158	CB 300-7033	CB Type 1			LYN			Y		
159		12" SD	143.0		LYN			Y		
160	CB 300-7031	CB Type 1			LYN			Y		
161		12" SD	120.0		LYN			Y		
162	CB 300-7030	CB Type 1			LYN			Y		
163		12" SD	123.9		LYN			Y		
164	CB 300-7025	CB Type 1			LYN			Y		
165		12" SD	48.6		ST	Y				
166	EX. CB 0412	CB TYPE 2 - 48"			ST	Y				
167		18" SD	80.0		ST	Y				
168	EX. CB 0434	CB TYPE 2 - 48"			ST	Y				
169		18" SD	74.0		ST	Y				
170	EX. CB 0417	CB TYPE 2 - 48"			ST	Y				
171		18" SD	15.0		ST	Y				
172	EX. CB 0436	CB TYPE 2 - 48"			ST	Y				
173		18" SD	35.0		ST	Y				
174	EX. CB 0421B	CB TYPE 2 - 48"			ST	Y				
175		18" SD	33.0		St	Y				

EXHIBIT B2.3  
STATION MAINTENANCE MATRIX

176	EX. CB 0421	CB TYPE 2 - 48"			ST	Y					
177		18" SD	14.0		ST	Y					
178	EX LYN NW Detention	Detention		Vault 170' x 20' x 7'	ST	Y					
179	EX LYN NW Detention	Detention			ST	Y					
180		18" SD			ST	Y					
	CB 300-7005	CB Type 2-48"			LYN			Y			
181	LYN 9-1 Detention System										
182	CB 300-9106	CB Type 1			LYN			Y			
183		12" SD	96.1		LYN			Y			
184	CB 300-9111	CB Type 2 - 48"			LYN			Y			
								Y			
184	CB 300-9112	CB Type 1			LYN			Y			
185		12" SD	16.9		LYN			Y			
186	CB 300-9101	CB Type 1			LYN			Y			
								Y			
186	CB 300-9102	CB Type 1			LYN			Y			
187		12" SD	45.5		LYN			Y			
188	CB 300-9101	CB Type 1			LYN			Y			
189		12" SD	20.1		LYN			Y			
190	CB 300-9111	CB Type 2 - 48"			LYN			Y			
191		36" SD	5.0		LYN			Y			
192	LYN 9-1 Detention	Detention			LYN			Y			
193		36" SD	4.9		LYN			Y			
194	CB 300-9116	CB Type 2 - 60"			LYN			Y			
	44th Ave W System (East side of street)										
194	CB 300-9116	CB Type 2 - 60"			LYN			Y			
195		12" SD	9.8		LYN			Y			
196	CB 300-9104	CB Type 2 - 48"			LYN			Y			
197		12" SD	71.6		ST			Y			
198	CB 300-9105	CB Type 2 - 72"			LYN			Y			
								Y			
198	CB 300-9110	CB Type 1			LYN	Y					
199		12" SD	24.7		LYN	Y					
200	CB 300-9103	CB Type 1			LYN	Y					
201		12" SD	29.5		LYN	Y					
202	CB 300-9104	CB Type 2 - 48"			LYN	Y					
203	CB 300-9113	CB TYPE 1			LYN	Y					
204		12" SD	43.5		LYN	Y					
205	CB 300-9114	CB Type 1			LYN	Y					
206		12" SD	10.3		LYN	Y					
207	CB 300-9115	CB Type 2 - 48"			LYN	Y					
208		12" SD	35.7		LYN	Y					
209	CB 300-9104	CB Type 2 - 48"			LYN	Y					
209	CB 300-9109	CB Type 1			LYN			Y			
210		12" SD	15.9		LYN			Y			
211	CB 300-9108	CB Type 1			LYN			Y			
212		12" SD	11.9		LYN			Y			
213	CB 300-9107	CB Type 1			LYN			Y			
214		12" SD	17.2		LYN			Y			
215	CB 300-9105	CB Type 2 - 72"			LYN			Y			
215	LYN 9-1 WQ	WQ BMP			LYN			Y			
216		8" SD	1.2		ST			Y			
217	CB 300-9107	CB Type 1			LYN			Y			
218		12" SD	17.2		LYN			Y			
219	CB 300-9105	CB Type 2 - 72"			LYN			Y			
	LYN 4 Detention Pipe System										
219	CB 300-7411	CB Type 1			ST		Y				
220		12" SD	50.9		ST		Y				
221	CB 300-7412	CB Type 1			ST		Y				
222		12" SD	29.3		ST		Y				
223	EX CB 300-7413	EX CB			ST		Y				
							Y				
223	CB 300-7410	CB Type 1L			ST		Y				
224		12" SD	39.4		ST		Y				
225	CB 300-7414	CB Type 2 - 60"			ST		Y				
226	EX CB 357	EX CB			ST		Y				
227		12" SD	54.0		ST		Y				
228	CB 300-7414	CB Type 2 - 60"			ST		Y				
229		18" SD	37.9		ST		Y				
230	MH 300-7415	MH Type 1 - 48"			ST	Y					
231		18" SD			ST	Y					
232	Outfall #2				ST	Y					
233	LYN 4 WQ A	WQ BMP			LYN			Y			
234		6" SD	5.0		LYN			Y			
235	CB 300-7407	CB Type 1			LYN			Y			
236		12" SD	216.5		LYN			Y			
	CB 300-7408	CB Type 1			LYN			Y			
237	LYN 4 WQ B	WQ			LYN			Y			
238		6" SD	5.0		LYN			Y			
239	CB 300-7408	CB Type 1			LYN			Y			
240		12" SD	109.4		LYN			Y			
241	CB 300-7403	#N/A			LYN			Y			
242		12" SD	104.0		LYN			Y			
243	CB 300-7413	CB Type 2 - 48"			LYN			Y			
244		12" SD	143.1		LYN			Y			
245	CB 300-7415	MH Type 1 - 48"			ST			Y			
246	CB 300-7409	CB Type 1			LYN			Y			
247		12" SD	17.3		LYN			Y			
248	CB 300-7408	CB Type 1			LYN			Y			
249	CB 300-7406	CB Type 1			ST	Y					
250		12" SD	17.2		ST	Y					

EXHIBIT B2.4 STATION MAINTENANCE MATRIX												
251	CB 300-7415	MH Type 1 - 48"				ST			Y			
252		12" SD	77.8			ST			Y			
253	CB 300-7405	CB Type 1				ST			Y			
254		12" SD	11.3			ST			Y			
255	CB 300-7458	CB Type 1				ST			Y			
256		12" SD	45.7			ST			Y			
257	CB 300-7459	CB Type 2 - 60"				ST	Y					
258	CB 300-7404	CB Type 1				ST	Y					
259		12" SD	39.7			ST	Y					
260	CB 300-7459	CB Type 2 - 60"				ST	Y					
261		36" SD	3.5			ST	Y					
262	LYN 4 Detention	Detention Pipe				ST	Y					
263		36" SD	4.9			ST	Y					
264	CB 300-7460	CB Type 2 - 60"				ST	Y					
265		12" SD	7.8			ST	Y					
266	MH 300-7415	MH Type 1 - 48"				ST	Y					
267	AD 300-7490	Area Drain				ST	Y					
268		8" SD	30.0			ST	Y					
269	AD 300-7463	Area Drain				ST	Y					
270		8" SD	21.4			ST	Y					
271	CO 300-7499	CO				ST	Y					
272		8" SD	43.7			ST	Y					
273	CO 300-7470	CO				ST	Y					
274		8" SD	38.9			ST	Y					
275	CO 300-7460	CO				ST	Y					
276		8" SD	39.2			ST	Y					
277	CB 300-7431	CB Type 2 - 48"				ST	Y					
278		12" SD	24.0			ST	Y					
279	CB 300-7473	CB Type 2 - 60"				ST	Y					
280		36" SD	4.9			ST	Y					
281	LYN 4 Detention	Detention Pipe				ST	Y					
282	AD 300-7467	Area Drain				ST	Y					
283		8" SD	8.3			ST	Y					
284	CO 300-7465	Basic				ST	Y					
285		8" SD	19.6			ST	Y					
286	AD 300-7491	Area Drain				ST	Y					
287		8" SD	7.8			ST	Y					
288	AD 300-7464	Area Drain				ST	Y					
289		8" SD	13.4			ST	Y					
290	AD 300-7466	Area Drain				ST	Y					
291		8" SD	38.6			ST	Y					
292	CO 300-7471	Basic				ST	Y					
293		8" SD	69.3			ST	Y					
294	CO 300-7472	Basic				ST	Y					
							Y					
295	AD 300-7492	Area Drain				ST	Y					
296		8" SD	17.4			ST	Y					
297	AD 300-7493	Area Drain				ST	Y					
298		8" SD	15.9			ST	Y					
299	AD 300-7494	Area Drain				ST	Y					
300		8" SD	12.9			ST	Y					
301	AD 300-7495	Area Drain				ST	Y					
302		8" SD	7.1			ST	Y					
303	CO 300-7496	Basic				ST	Y					
304		8" SD	33.7			ST	Y					
305	CO 300-7472	Basic				ST	Y					
306		8" SD	41.1			ST	Y					
307	CB 300-7473	CB Type 2 - 60"				ST	Y					
308		36" SD	4.9			ST	Y					
	LYN 4 Detention	Detention Pipe				ST	Y					
309	CB 300-7474	CB Type 1				ST	Y					
310		12" SD	8.2			ST	Y					
311	LYN 4 WQ C	WQ BMP				ST	Y					
312			32.8			ST	Y					
313	CB 300-7432	CB PVC				ST	Y					
314		12" SD	17.8			ST	Y					
315	LYN 4 Detention	Detention Pipe		1140 LF, 7' DIA. PIPE		ST	Y				9% City, 91% S	
	West Pond											
316	CB 300-7832	CB Type 1			LYN			Y				
317		12" SD	123.0		ST			Y				
318	CB 300-7833	CB Type 1			LYN			Y				
319		12" SD	94.2		ST			Y				
320	CB 300-7834	CB Type 1			LYN			Y				
321		12" SD	199.2		ST			Y				
322	CB 300-7835	CB Type 1			LYN			Y				
323		12" SD	137.0		ST			Y				
324	CB 300-7836	CB Type 1			LYN			Y				
325		12" SD	95.0		ST			Y				
326	CB 300-7837	CB Type 1			LYN			Y				
327		12" SD	10.0		ST			Y				
328	CB 300-7843	CB Type 1			LYN			Y				
329		12" SD	76.0		ST			Y				
330	CB 300-7838	CB Type 2-48"			LYN			Y				
331		12" SD	57.2		ST			Y				
	LYN Ex West Pond Detention				ST	Y						
332	West Pond				ST	Y						
333		12" SD	14.8		ST	Y						
334	CB 300-7015	CB Type 2-60			ST	Y						
			8.0									
335	CB 300-7840	CB Type 1			LYN			Y				
336		12" SD	144.6		LYN			Y				
337	CB 300-7838	CB Type 2-48"			LYN			Y				
			57.2									
338	CB 300-7890	CB Type 1			LYN			Y				
339		12" SD	17.9		LYN			Y				
340	CB 300-7834	CB Type 1			LYN			Y				
			199.2									

EXHIBIT B2.5  
STATION MAINTENANCE MATRIX

341	CB 300-7360	CB Type 2-48"			ST	Y					
342		18" SD	22.5		ST	Y					
343	CB 300-7014	CB Type 2-48"			ST	Y					
344	CB 300-7015	CB Type 2-60			ST	Y					
345		18" SD	8.0		ST	Y					
346	CB 300-7013	CB Type 2-60"			ST	Y					
347		24" SD	39.9		ST	Y					
348	CB 300-7014	CB Type 2-48"			ST	Y					
349		24" SD	61.7		ST	Y					
350	Outfall #1				ST	Y					
351	Bypass System along 44th Ave W										
352	CB 300-7060	CB Type 2 - 48"			LYN			Y			
353		18	132.06		LYN			Y			
354	Outfall #3				LYN	Y					
355											
356	CB 300-7061	CB Type 1			ST	Y					
357		12" SD	22.73		ST	Y					
358	CB 300-7062	CB Type 1			ST	Y					
359		12" SD	10.8		ST	Y					
360	CB 300-7063	CB Type 2 - 48"			ST	Y					
361		18" SD	31.52		LYN			Y			
362	EX CB 300-7064	EX CB			LYN			Y			
363		48" SD	120		LYN			Y			
364	CB 300-7454	EX CB			LYN			Y			
365		18" SD	99.9		LYN			Y			
366	CB 300-7455	EX CB			LYN			Y			
367		18" SD	36.34		LYN			Y			
368	CB 300-7456	EX CB			LYN			Y			
369		18" SD	18.8		LYN			Y			
370	CB 300-7457	MH Type 1 - 48"			LYN			Y			
371		18" SD	42.02		LYN			Y			
372	Outfall #4				ST	Y		Y			
373	CB 300-7301	CB TYPE 2-60"			LYN			Y			
374		18" SD	23		LYN			Y			
375	CB 300-7302	CB TYPE 2-60"			LYN			Y			
376		18" SD	140		LYN			Y			
377	CB 300-7303	CB TYPE 2-48"			LYN			Y			
378		18" SD	40.5		LYN			Y			
379	EX CB	EX CB			LYN			Y			
380		18" SD	63.5		LYN			Y			
381	EX CB 300-7066	EX CB			LYN			Y			
382		18" SD	10		LYN			Y			
383	EX CB 300-7065	EX CB			LYN			Y			
384		18" SD	14.8		LYN			Y			
385	East Pond										
386	CB 300-7816	CB Type 1			LYN	Y					
387		12" SD	31.8		ST	Y					
388	CB 300-7801	CB Type 2 - 48"			ST	Y					
389		12" SD	48.9		ST	Y					
390	CB 300-7802	CB Type 1			ST	Y					
391		12" SD	221.9		ST	Y					
392	CB 300-7803	CB Type 2 - 48"			ST	Y					
393		12" SD	153.1		ST	Y					
394	CB 300-7817	CB Type 1			ST	Y					
395		12" SD	76.0		ST	Y					
396	CB 300-7804	CB Type 2 - 48"			ST	Y					
397		12" SD	14.0		ST	Y					
398	CB 300-7880	CB Type 1			ST	Y					
399		12" SD	22.9		ST	Y					
400	CB 300-7881	CB Type 1			ST	Y					
401		12" SD	104.5		ST	Y					
402	CB 300-7805	CB Type 2 - 48"			ST	Y					
403		12" SD	113.0		ST	Y					
404	CB 300-7806	CB Type 2 - 48"			ST	Y					
405		12" SD	80.0		ST	Y					
406	CB 300-7807	CB Type 2 - 48"			ST	Y					
407		18" SD	70.1		ST	Y					
408	CB 300-7808	CB Type 2 - 48"			ST	Y					
409	AD 300-7801	Area Drain			ST	Y					
410		12" SD	37.0		ST	Y					
411	AD 300-7802	Area Drain			ST	Y					
412		12" SD	59.0		ST	Y					
413	CB 300-7817	CB Type 1			ST	Y					
414		12" SD	76.0		ST	Y					
415	CB 300-7804	CB Type 2 - 48"			ST	Y					
416	CB 300-7850	CB Type 1			ST	Y					
417		12" SD	41.2		ST	Y					
418	CB 300-7851	CB Type 1			ST	Y					
419		12" SD	107.3		ST	Y					
420	CB 300-7852	CB Type 1			ST	Y					
421		12" SD	68.6		ST	Y					
422	CB 300-7807	CB Type 2 - 48"			ST	Y					
423		18" SD	70.1		ST	Y					
424	CB 300-7808	CB Type 2 - 48"			ST	Y					
425		18" SD	68.5		ST	Y					
426	CB 300-7809	CB Type 2 - 48"			ST	Y					
427		18" SD	75.6		ST	Y					
428	CB 300-7810	CB Type 1			ST	Y					
429		18" SD	7.0		ST	Y					
430	East Pond WQ	WQ BMP			ST	Y					
431		18" SD	6.2		ST	Y					
432	CB 300-7811	CB Type 1			ST	Y					
433		18" SD	89.7		ST	Y					
434	EAST POND	Detention Pond			ST	Y					
						Y					
435	CB 300-7853	CB Type 1			ST	Y					
436		12" SD	74.7		ST	Y					



EXHIBIT B2.6  
STATION MAINTENANCE MATRIX

437	CB 300-7848	CB Type 1				ST	Y					
438	CB 300-7846	CB Type 1				ST	Y					
439		12" SD	28.3			ST	Y					
440	CB 300-7847	CB Type 1				ST	Y					
441		12" SD	46.1			ST	Y					
442	CB 300-7848	CB Type 1				ST	Y					
443		12" SD	84.3			ST	Y					
444	East Pond	Detention Pond				ST	Y					
445	CB 300-7812	CB Type 2 - 48"				ST	Y					
446		18" SD	10.0			ST	Y					
447	CB 300-7813	CB Type 2 - 48"				ST	Y					
448		18" SD	12.5			ST	Y					
449	CB 300-7815	CB Type 2 - 48"				ST	Y					
450	EAST POND	Detention Pond					Y					
451		18" SD	11.4			ST	Y					
452	CB 300-7814	CB Type 2 - 60"				ST	Y					
453		18" SD	11.7			ST	Y					
454	CB 300-7815	CB Type 2 - 48"				ST	Y					
455		18" SD	29.4			ST	Y					
456	EX CB 300-7812	EX CB				ST	Y					
	LYN Ex SE Vault											
457	CB 300-7870	CB Type 1				ST	Y					
458		12" SD	52.0			ST	Y					
459	CB 300-7841	CB Type 1				ST	Y					
460		12" SD	50.0			ST	Y					
461	CB 300-7871	CB Type 1				ST	Y					
462		12" SD	60.6			ST	Y					
463	CB 300-7842	CB Type 1				ST	Y					
464		12" SD	51.6			ST	Y					
465	CB 300-7824	CB Type 1				ST	Y					
466		12" SD	37.0			ST	Y					
467	CB 300-7868	CB Type 2-48"				ST	Y					
468		12" SD	9.4			ST	Y					
469	LYN Ex SE WQ	WQ BMP				ST	Y					
470		18" SD	23.2			ST	Y					
471	CB 300-7726	CB Type 1				ST	Y					
472		18" SD	40.3			ST	Y					
473	CB 300-7727	CB Type 2-48"				ST	Y					
474		18" SD	54.9			ST	Y					
475	CB 300-7827	CB Type 2-48"				ST	Y					
476		18" SD	19.9			ST	Y					
477	Ex LYN SE Detention	Detention Vault				ST	Y					
478		18" SD	46.0			ST	Y					
479	EX CB 300-7813	Ex CB				ST	Y					
480	CB 300-7867	CB Type 1				ST	Y					
481		12" SD	73.1			ST	Y					
482	CB 300-7868	CB Type 2-48"				ST	Y					
483	CB 300-7860	CB Type 1				ST	Y					
484		12" SD	56.5			ST	Y					
485	CB 300-7861	CB Type 2-48"				ST	Y					
486	CB 300-7825	CB Type 2-48"				ST	Y					
487		12" SD	33.0			ST	Y					
488	CB 300-7822	CB Type 2-48"				ST	Y					
489		12" SD	68.0			ST	Y					
490	CB 300-7823	CB Type 2-48"				ST	Y					
491		12" SD	46.3			ST	Y					
492	CB 300-7861	CB Type 2-48"				ST	Y					
493		12" SD	51.1			ST	Y					
494	CB 300-7862	CB Type 2-48"				ST	Y					
495		12" SD	75.0			ST	Y					
496	CB 300-7865	CB Type 1				ST	Y					
497		12" SD	48.5			ST	Y					
498	CB 300-7868	CB Type 2-48"				ST	Y					
499	CB 300-7863	CB Type 1				ST	Y					
500		12" SD	23.5			ST	Y					
501	CB 300-7862	CB Type 2-48"				ST	Y					
502	CB 300-7866	CB Type 1				ST	Y					
503		12" SD	24.6			ST	Y					
504	CB 300-7865	CB Type 1				ST	Y					
505	CB 300-7855	CB Type 1				ST	Y					
506		12" SD	52.3			ST	Y					
507	CB 300-7856	CB Type 1				ST	Y					
508		12" SD	38.5			ST	Y					
509	Ex LYN SE Detention	Detention Vault				ST	Y					
	LYN 7 Detention System											
510	CB 300-7709	CB TYPE 1			LYN			Y				
511		12" SD	40.1		LYN			Y				
512	CB 300-7710	CB TYPE 1			LYN			Y				
513		12" SD	48.7		LYN			Y				
514	CB 300-7732	CB TYPE 1						Y				
515	CB 300-7731	CB Type 2 - 48"			LYN			Y				
516		12" SD	110.5		LYN			Y				
517	CB 300-7732	CB TYPE 1			LYN			Y				
518		12" SD	115.5		LYN			Y				
519	CB 300-7733	CB Type 2 - 48"			LYN			Y				
520		12" SD	7.0		LYN			Y				
521	EX CB 461	EX CB			LYN			Y				
522		12" SD	47.8		LYN			Y				
523	EX CB 300-7908	EX CB			LYN			Y				
524		12" SD	178.5		LYN			Y				
525	CB 300-7735	CB TYPE 1			LYN			Y				

EXHIBIT B2.7  
STATION MAINTENANCE MATRIX

526		12" SD	62.5			LYN			Y			
527	EX CB 300-7910	EX CB				LYN			Y			
528		12" SD	32.5			LYN			Y			
529	CB 300-7736	CB Type 2 - 48"				LYN			Y			
530	CB 300-7728	CB TYPE 1				LYN			Y			
531		12" SD	82.3			LYN			Y			
532	CB 300-7729	CB Type 2 - 48"				LYN			Y			
533		12" SD	39.2			LYN			Y			
534	CB 300-7736	CB Type 2 - 48"				LYN			Y			
535		12" SD	91.9			WSDOT					Y	
536	CB 300-7737	CB Type 2 - 48"				WSDOT					Y	
537		12" SD	106.3			WSDOT					Y	
538	CB 300-7738	CB Type 2 - 48"				WSDOT					Y	
539		12" SD	73.2			WSDOT					Y	
540	LYN 7 WQ E	WQ BMP				LYN			Y			
541		12" SD	16.6			LYN			Y			
542	CB 300-7739	CB Type 2 - 48"				LYN			Y			
543		12" SD	122.3			LYN			Y			
544	LYN 7 Detention	Detention Vault				ST	Y					
545	CB 300-7723	CB Type 1				ST	Y					
546		12" SD	38.7			ST	Y					
547	LYN 7 WQ D	WQ				ST	Y					
548		12" SD	18.0			ST	Y					
	LYN 7 Detention	Detention Vault				ST	Y					
549	CB 300-7720	CB Type 1				ST	Y					
550		12" SD	43.0			ST	Y					
551	CB 300-7721	CB Type 1				ST	Y					
552		12" SD	43.2			ST	Y					
553	LYN 7 WQ C	WQ BMP				ST	Y					
554		12" SD	59.8			ST	Y					
555	LYN 7 Detention	Detention Vault				ST	Y					
556	CB 300-7750	CB Type 1				ST	Y					
557		12" SD	19.2			ST	Y					
558	LYN 7 WQ B	WQ BMP				ST	Y					
559		6	26.8			ST	Y					
560	CB 300-7706	CB PVC				ST	Y					
561		12" SD	51.3			ST	Y					
562	CB 300-7707	CB Type 2-60"				ST	Y					
563		12" SD	74.3			ST	Y					
564	LYN 7 Detention	Detention Vault				ST	Y					
565	CB 300-7702	CB Type 1				ST	Y					
566		8" SD	72.0			ST	Y					
567	CB 300-7703	CB Type 1				ST	Y					
568		8" SD	8.2			ST	Y					
569	LYN 7 WQ A	Bioretention Cell				ST	Y					
570		6	35.3			ST	Y					
571	CB 300-7704	CB PVC				ST	Y					
572		8" SD	13.0			ST	Y					
573	CB 300-7700	CB Type 2-60"				ST	Y					
574		12" SD	69.6			ST	Y					
575	CB 300-7707	CB Type 2-60"				ST	Y					
576	CB 300-7361	CB Type 1				ST	Y					
577		12" SD	60.5			ST	Y					
578	CB 300-7362	CB Type 1				ST	Y					
579		12" SD	68.3			ST	Y					
580	CB 300-7363	CB Type 2-48"				ST	Y					
581		12" SD	21.5			ST	Y					
582	CB 3000-7367	CB Type 1				ST	Y					
583		12" SD	86.3			ST	Y					
584	CB 300-7700	CB Type 2-60"				ST	Y					
585		12" SD	69.6			ST	Y					
586	CB 300-7707	CB Type 2-60"				ST	Y					
587		12" SD	74.3			ST	Y					
588	LYN 7 Detention	Detention Vault				ST	Y					
589	AD 300-7365	Area Drain				ST	Y					
590		8" SD	11.7			ST	Y					
591	CO 300-7768	CO				ST	Y					
592		8" SD	15.4			ST	Y					
593	CO 300-7369	CO				ST	Y					
594		8" SD	58.5			ST	Y					
595	CB 300-7363	CB Type 2-48"				ST	Y					
596	AD 300-7364	Area Drain				ST	Y					
597		8" SD	14.7			ST	Y					
598	CO 300-7369	CO				ST	Y					
599	LYN 7 DETENTION	Detention Vault				ST	Y					17% City, 73% s
600		12" SD	9.9			ST	Y					
601	CB 300-7708	CB Type 2-48"				ST	Y					
602		12" SD	50.1			ST	Y					
603	CB 300-7010	CB Type 2-60"				ST	Y					
604		24" SD	109.7			ST	Y					
605	CB 300-7012	CB Type 2-60"				ST	Y					
606		24" SD	32.9			ST	Y					
607	CB 300-7013	CB Type 2-60"				ST	Y					
	Bypass System along 46th Ave W (east of LYN 7 Detention system)											
608	EX CB 300-7873	Ex CB				WSDOT	Y					
609		12" SD	12.4			ST	Y					
610	CB 300-7874	CB Type 2 - 60" Media Filter				ST	Y					
611		18" SD	28.0			ST	Y					
612	CB 300-7922	CB Type 2 - 60"				ST	Y					
613		18" SD	50.5			ST	Y					
614	CB 300-7942	CB Type 2 - 48"				ST	Y					
615		18" SD	95.4			ST	Y					
616	CB 300-7943	CB Type 2 - 48"				ST	Y					

EXHIBIT B2.8  
STATION MAINTENANCE MATRIX

617	CB 300-7941	CB Type 2 - 48"				ST	Y					
618		8" SD	29.5			ST	Y					
619	CB 300-7942	CB Type 2 - 48"				ST	Y					
620		18" SD	95.4			ST	Y					
621	CB 300-7943	CB Type 2 - 48"				ST	Y					
622	CB 300-7944	CB Type 2 - 48"				ST	Y					
623		8" SD	113.7			ST	Y					
624	CB 300-7943	CB Type 2 - 48"				ST	Y					
625	CB 300-7943	CB Type 2 - 48"				ST	Y					
626		18" SD	79.5			ST	Y					
627	CB 300-7879	CB Type 2 - 48"				ST	Y					
628		18" SD	66.6			ST	Y					
629	CB 300-7012	CB Type 2-60"				ST	Y					



Xrefs:  
xLLE-LNWD-VGN  
xLLE-LNWD-WG  
xL300-L90-SEP100  
xL300-NZ3-LSP100  
xL300-NXX-CRP200  
xL300-NXX-LMP200  
xL300-NXX-CRP200  
xL300-L90-LMP100  
L300-DBM-TB22x34\_FIG  
dLLE-L300 TDA OUTLINE  
xLLE-LNWD-VSP  
xL300-L90-CDP100-3D  
eLLE-LCC-Catchment Areas  
xL300-L90-@RPP100  
xLLE-LNWD-VRX  
xL300-L90-WCRP200

DRAINAGE LEGEND:

- LYN 3
- EX NE VAULT
- CITY ROW

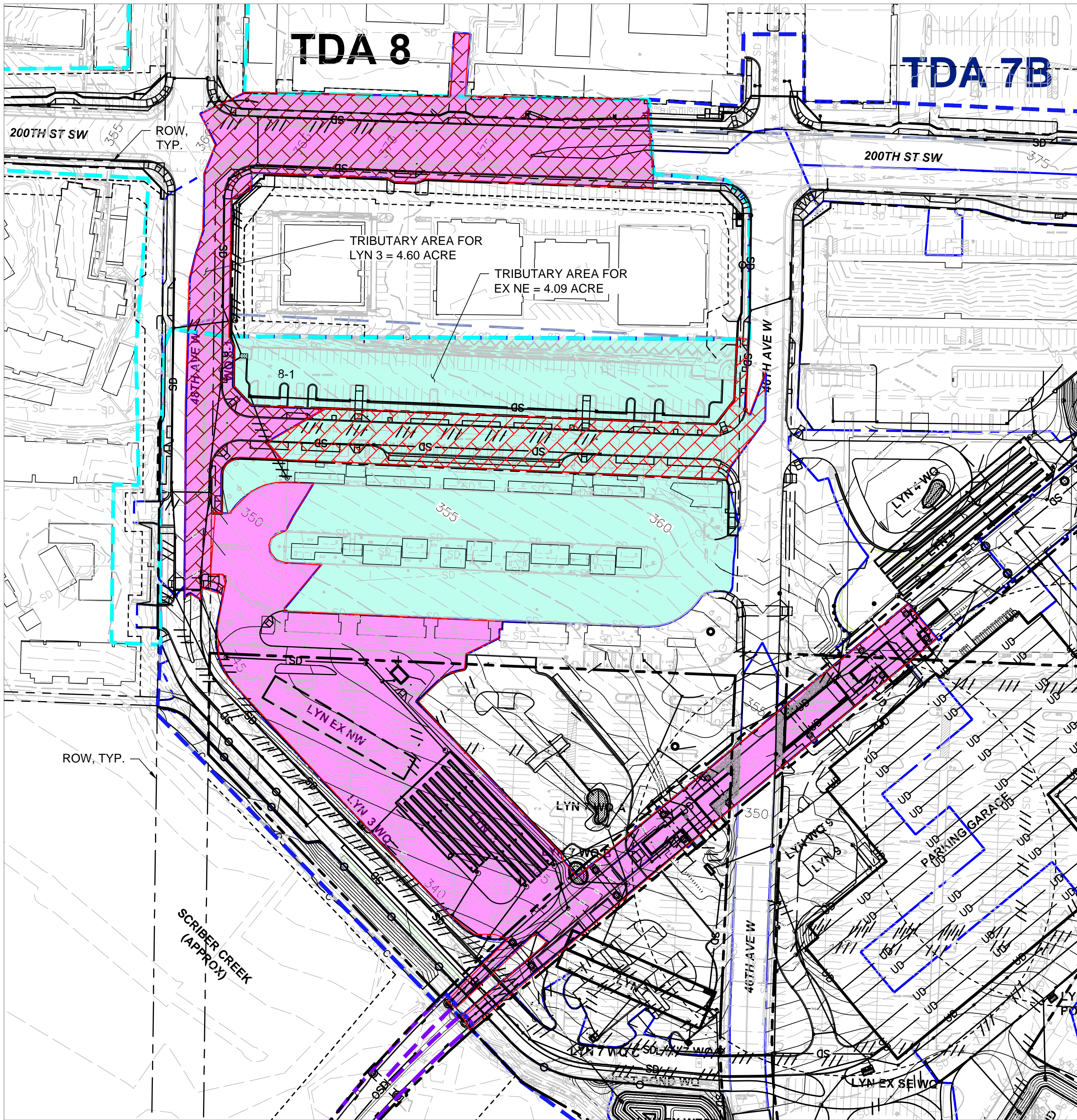
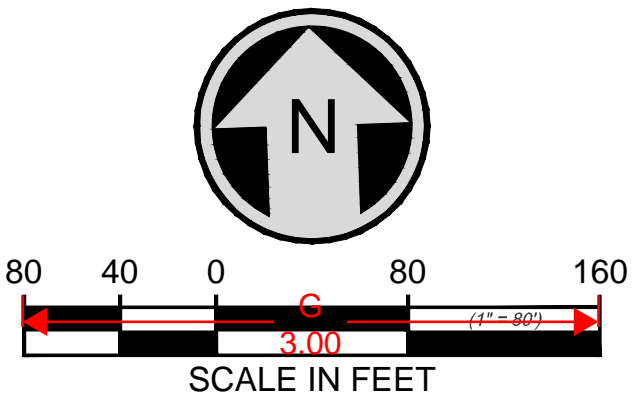




EXHIBIT C1  
FACILITIES TRIBUTARY AREAS



06/17/20 | 2:31 PM | NOLLETK  
C:\CADD\B\W\HNTB\_KAYLA.NOLLETT\WEST\DM\87549\ELLE-LCC-CATCHMENT AREAS\_ST-LYN.DWG

80.1-B-22

		 <div>trusted design partners</div>		<div>LINE IS 1" AT FULL SCALE</div>  <div>SOUNDTRANSIT</div>	SCALE: 1" = 80'	LYNNWOOD LINK EXTENSION CONTRACT L300	DRAWING No.: Figure X
		FILENAME: ELLE-LCC-CATCHMENT AREAS_ST-LYN					
		CONTRACT No.: L300					
PREPARED FOR: SOUND TRANSIT		PREPARED BY: R. LOPEZ	SUBMITTED BY:	DATE: MARCH 2020		HYDRAULIC FIGURES LYNNWOOD STATION FLOW CONTROL CATCHMENT AREAS MAP	SHEET No.:



Xrefs:  
xLLE-LNWD-VGN  
xLLE-LNWD-WG  
xL300-L90-SEP100  
xL300-N23-LSP100  
xL300-NXX-CRP200  
xL300-NXX-LMP200  
xL300-NXX-CRP200  
xL300-L90-LMP100  
L300-DBM-TB22x34\_FIG  
dLLE-L300 TDA OUTLINE  
xLLE-LNWD-VSP  
xL300-L90-CDP100-3D  
eLLE-LCC-Catchment Areas  
xL300-L90-RRP100  
xLLE-LNWD-VRX  
xL300-L90-WCRP200

DRAINAGE LEGEND:

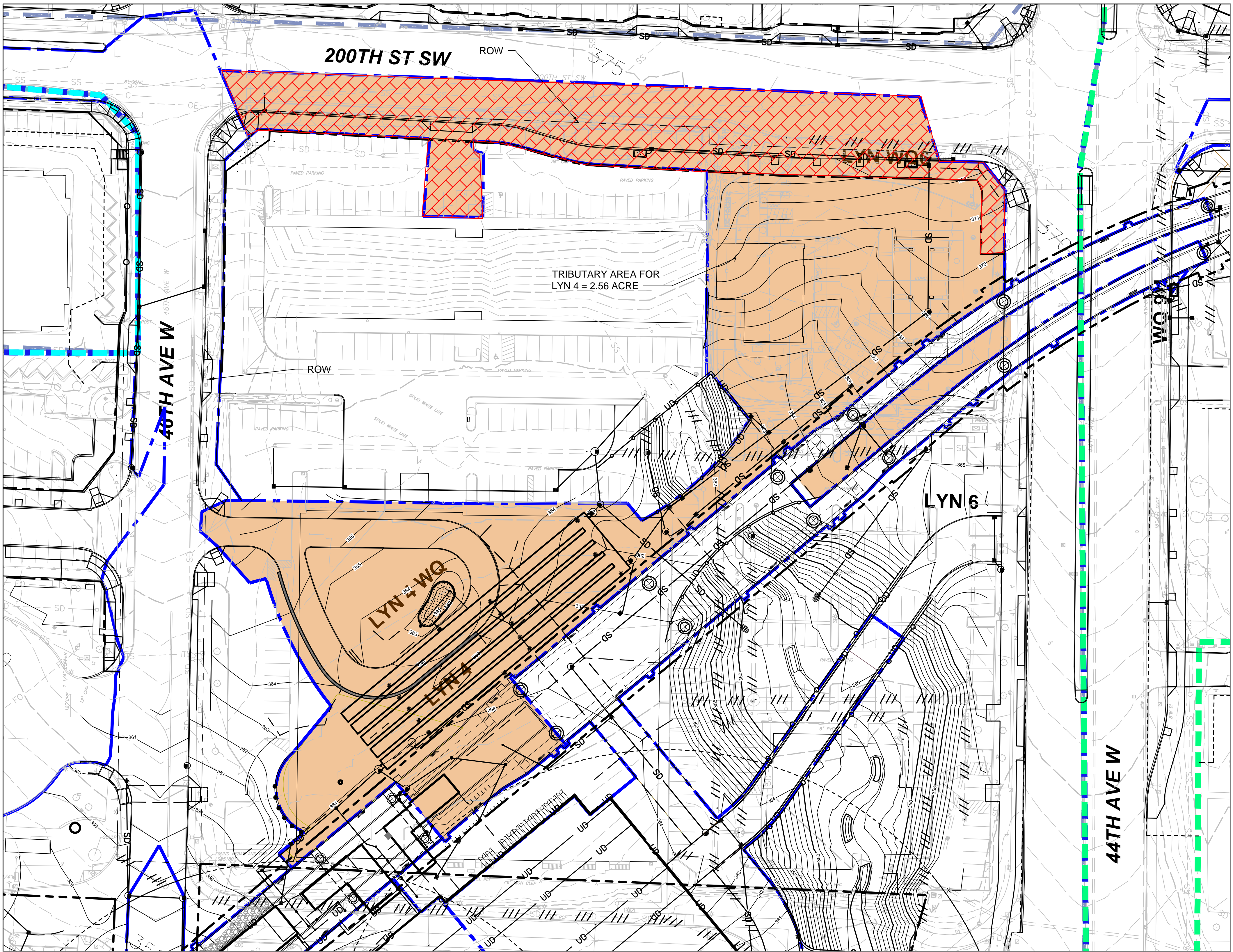
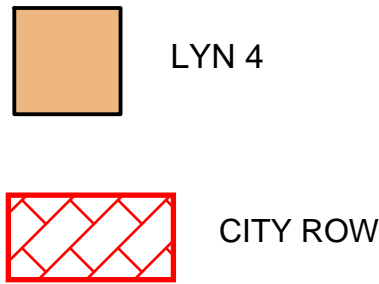
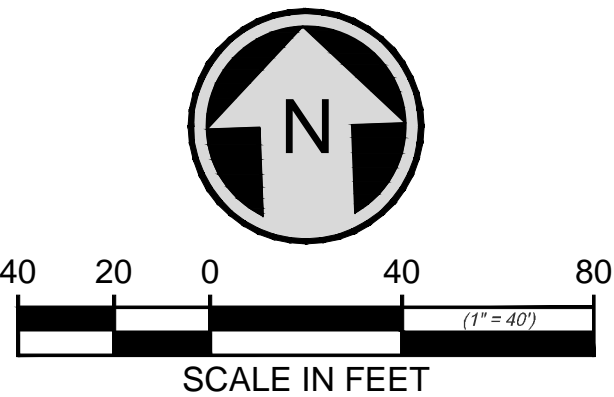


EXHIBIT C2  
FACILITIES TRIBUTARY AREAS



06/18/20 | 10:52 AM | NOLLETK  
C:\CADD\B\WHITE\_KAY\A.NOLLETT\WEST\DM87549\ELLE-LCC-CATCHMENT AREAS\_ST-LYN.DWG

80.14B-23



LINE IS 1" AT  
FULL SCALE



SCALE:  
1" = 40'  
FILENAME:  
ELLE-LCC-CATCHMENT  
AREAS\_ST-LYN  
CONTRACT No.:  
L300

PREPARED FOR: SOUND TRANSIT

PREPARED BY:  
R. LOPEZ

SUBMITTED BY:

DATE:  
MARCH 2020

LYNNWOOD LINK EXTENSION  
CONTRACT L300

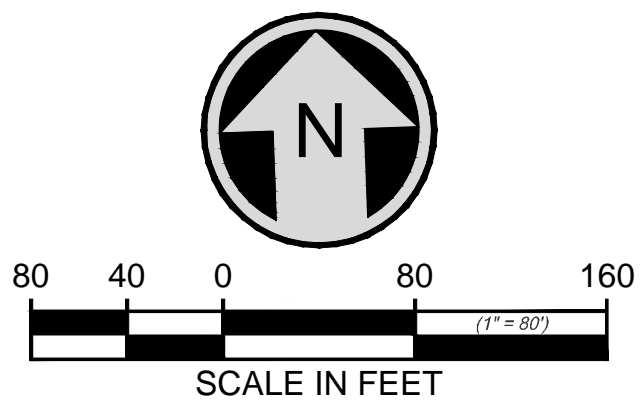
HYDRAULIC FIGURES  
LYNNWOOD STATION  
FLOW CONTROL CATCHMENT AREAS MAP

DRAWING No.:  
Figure X

SHEET No.:



DRAINAGE LEGEND:





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

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

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**TITLE: Interlocal Agreement - SnoPUD - 196th St SW Improvement Project Construction**

**DEPARTMENT CONTACT: Bill Franz and David Mach**

#### **SUMMARY:**

The 196th Street Southwest (SR-524) Improvement project is the second largest project currently under design by the City's engineering group (the largest is the Poplar Way Bridge project). This project will widen 196th Street Southwest (SR-524) between 48th Avenue West to 37th Avenue West from five to seven lanes. Improvements include: Street lighting, new water, sewer, and stormwater systems, converting the overhead power and utilities to underground, new traffic signals, center planted medians, wider sidewalks and landscape features. These improvements will accommodate the growth of City Center and create an enhanced pedestrian environment with a boulevard appearance. The City is working with WSDOT to gain authorization to advertise the project for public bid this Fall, 2020. If the project is awarded this Winter, the project is anticipated to be completed in 2023.

The current request is to enter into an Interlocal Agreement with Public Utility District No.1 of Snohomish County (PUD) to facilitate the construction and coordination for replacement of the District's overhead utility system with an underground utility system within the area of the 196th Street Southwest Improvement Project.

#### **ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City an Interlocal Agreement with Public Utility District No.1 of Snohomish County to facilitate the replacement of the District's overhead utility system to an underground utility system within the area of the 196th Street Southwest Improvement Project.

#### **BACKGROUND:**

This project will improve 196th Street Southwest (SR-524) from 37th Avenue West to 48th Avenue West by providing additional multi-modal capacity, safety and aesthetic boulevard features to support the future growth anticipated for the City Center. Capacity improvements include increasing the roadway section to seven lanes to accommodate installation of Business Access and Transit (BAT) lanes in each direction. The project also includes a planted center median/left turn/U-turn, new curb, gutter, wider sidewalks (including buffer), landscaping, hardscaping, undergrounding of overhead utilities, street lighting, new traffic signals, and an overlay of the existing pavement.

It is in the best interest of the City and Public Utility District No.1 of Snohomish County to partner together to facilitate the replacement of the District's overhead utility system to an underground utility system within the limits of the 196th Street Southwest Improvement Project in order to comply with the City Center standards.

#### **FUNDING:**

The funding for this ILA is contained in the overall project funding and was anticipated. The ILA defines the responsibilities of the PUD and the City as follows:

\* The PUD would pay full costs if the power system were to be relocated overhead. However, the

City Center standards require power to be put underground. Therefore, the PUD is crediting the City with the costs of what the simpler overhead replacement would have been, or \$1,150,000. In addition, the PUD shall participate in 13.4% of the City's actual costs for the construction of the underground Joint Utility Trench (JUT) which will contain the new underground power system (the total "JUT" cost estimate is \$3,569,500) and 8.9% of the City's actual costs associated with the utility power distribution (the total utility power distribution cost estimate is \$1,126,500). The PUD will also inspect the City's work in undergrounding the power system and provide the City with equipment to be installed.

\* The City will construct all of the new power improvements in the new JUT and pay costs except as outlined above.

## DOCUMENT ATTACHMENTS

Description:	Type:
<a href="#">Interlocal Agreement between SnoPUD and City</a>	Interlocal Agreement



**INTERLOCAL AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY  
AND CITY OF LYNNWOOD FOR THE 196<sup>TH</sup> ST SW IMPROVEMENT PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”), dated \_\_\_\_\_, 2020, is made and entered into by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“District”) and the City of Lynnwood, a Washington municipal corporation (“City”). The District and the City are also referred to herein individually as “Party” and collectively as “Parties”.

## RECITALS

- A. The City is close to completing the design for the 196<sup>th</sup> Street SW Improvement Project (“Project” or “196<sup>th</sup> Street SW Improvement Project”), located along 196<sup>th</sup> Street SW from I-5 to 48<sup>th</sup> Avenue W., Lynnwood, Washington. The Project will include roadway reconstruction and widening, as well as the construction of wider sidewalks.
- B. As part of the Project, the City requires the District to replace the District’s existing overhead electrical utility system within the Project limits with underground electrical utility systems.
- C. The City desires to utilize its public works bid process to contract out all or most work associated with replacement of the District’s overhead electrical utility system with an underground electrical utility system within the Project limits in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

1. **Requirements of Interlocal Cooperation Act.**

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate the construction and coordination of the replacement of the District’s overhead utility system with an underground utility system within the area of the 196<sup>th</sup> Street SW Improvement Project (“Utility Replacement”).

1.3 No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.4 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.

1.5 Administrators. Each Party to this Agreement shall designate an individual ("Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

District's Initial Administrator:  
Andra Flaherty  
Professional Engineer  
1802 75<sup>th</sup> St. SW  
Everett, WA 98206  
Email: alflaherty@snopud.com  
Telephone: 425-783-4419

City's Initial Administrator:  
David Mach  
Public Works Manager  
19100 44<sup>th</sup> Ave. W  
Lynnwood, WA 98036  
Email: dmach@lynnwoodwa.gov  
Telephone: 425-670-5275

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

## 2. Effective Date and Duration.

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City's Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged unless earlier terminated pursuant to the provisions of Section 13 of this Agreement.

## 3. General Provisions.

The Parties agree to the following general provisions:

3.1 Record Retention. Each Party following completion of the Utility Replacement shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

3.2 Independent Contractor. The Parties shall perform all work under this Agreement as an independent contractor and not as an agent, employee, or servant of the other Party. Each Party has the express right to direct and control its activities in providing the agreed work in accordance with the specifications set out in this Agreement. Each Party shall only have the right to ensure performance.

3.3 Cost Allocation.

- 1           A.     The District shall reimburse the City for the City’s actual costs incurred to construct  
2                 and install any identified Betterments to the District’s facilities, as defined in  
3                 Section 5.5, and in accordance with the Final Cost Summary Payment process set  
4                 forth in Section 7. The District shall also provide the City with an overhead-to-  
5                 overhead relocation cost credit, in accordance with the Construction Cost Estimate  
6                 described in Section 5.4 and the Final Cost Summary Payment process in Section  
7                 7.  
8
- 9           B.     The City shall be responsible for all other costs and expenses related to the  
10                undergrounding of District facilities and necessary to carry out its responsibilities  
11                and obligations under this Agreement. The City acknowledges that a portion of the  
12                accrued design costs will pre-date the execution of this Agreement, and agrees to  
13                pay those costs in accordance with the terms of this Agreement.  
14
- 15          C.     In the event that the City requires the District to relocate said underground District  
16                utilities for a City project within five years of the date of final acceptance of the  
17                Project, the City shall be responsible for all associated utility relocation costs and  
18                expenses.  
19

20   4.     **City Responsibilities.**  
21

22           4.1    Project Contract Documents. The City shall prepare and provide the District with  
23   Underground Joint Trench plans and specifications that show the conduit construction, transformer  
24   vaults, junction vaults, and switch cabinet vaults (“Project Contract Documents”). This portion of  
25   the Project Contract Documents shall include all drawings, specifications, and other  
26   documentation necessary for the joint trench construction. The District shall prepare and provide  
27   the City with District Utility Replacement plans, specifications, and engineer’s estimate for review  
28   by the City and incorporation into the Project Contract Documents. The District Utility  
29   Replacement Contract Documents shall include all electrical drawings, specifications, and other  
30   documentation necessary for the undergrounding electrical work of District facilities, transfer of  
31   customers, and removal of existing overhead lines in accordance with this Agreement. Further,  
32   the Project Contract Documents shall include as exhibits, electrical drawings, specifications, and  
33   standards as provided by the District pursuant to Section 5.1. The District shall review the Project  
34   Contract Documents in accordance with Section 5.2.  
35

36           4.2    City Construction Cost Estimate. The City shall provide the District with a City  
37   Construction Cost Estimate for all work to be done by the City to complete the conversion of the  
38   District’s overhead electrical utility system to an underground electrical system within the Project  
39   area. The City Construction Cost Estimate shall be detailed and reflect the division of cost  
40   responsibilities for work to be done at the City’s expense and that betterment work to be done at  
41   the District’s expense as that term is defined in Section 5.5 (“Betterments”). The City Construction  
42   Cost Estimate shall include, but not be limited to, the following work:  
43

- 44           •     Provide construction project management for conversion of the District’s overhead  
45                electrical utility system to an underground electrical system;

- Furnish and install all trenching, conduit and vaults for the undergrounding of the District's electrical system;
- Install all District-provided cables, conductors, terminations, switchgear, transformers, riser-poles, and other electrical equipment for the conversion to underground, and for the removal of other equipment no longer needed;
- Perform cut-over and transfer of existing customers and facilities to the new underground system where applicable;
- Remove that portion of the overhead electrical system replaced by the new underground electrical system. This includes removal of associated poles except those locations where the poles are still occupied by other utilities (Removal of poles is the responsibility of the last utility to transfer from the pole.); and
- Construction costs of Betterments.

4.3 Award of Public Works Contract. The City shall bid out and award the public works contract for construction of the 196th Street SW Improvement Project, including the Utility Replacement, in accordance with all applicable state and federal laws and regulations.

4.4 Preliminary Project Schedule. The City shall provide a schedule to the District at the Preconstruction Meeting to complete the construction of the new underground electrical system and removal/abandonment of existing overhead to other utilities in accordance with the Project Contract Documents.

4.5 Electrical System Relocation and Undergrounding. The City shall, in accordance with the Project Contract Documents, perform or cause to be performed all construction work associated with the installation of the new underground electrical system, transfer of customer loads, and removal of the existing overhead electrical facilities in the Project area, including Betterments.

4.6 Notification and Coordination for Electric Outages. The City shall be responsible for coordination and notification of electrical outages and other impacts to customer service. The City shall provide customers with forty-eight (48) hours' notice prior to any scheduled electrical outage. Notice shall include at least two types of contact, including but not limited to posted signs, phone calls, door knockers, emails and in person notification.

4.7 Regular Meetings. The City shall facilitate weekly (or as otherwise agreed by the City and District) construction coordination meetings that occur during the construction of the Utility Replacement. These meetings shall include the City's Project Contractor, electrical subcontractor, and other appropriate parties.

4.8 Utility Easements and Right-of-Way. The City shall acquire at its cost and expense all of the access rights, temporary construction easements and permanent utility easements, and right-of-way rights necessary for the Utility Replacement. Said permanent utility easements shall name the District as a grantee or, in the event that the District is not expressly named as a grantee in a utility easement obtained by the City, the City shall take all necessary steps/actions to assign the utility easement and all rights thereunder to the District.

1  
2       4.9    Notice to Inspect. A District Inspector shall be on-site for any work on the District's  
3 system as noted in the Contract Project Documents. The City shall provide the District not less  
4 than two (2) business days' advance notice to have an inspector on-site for any work involving the  
5 District's facilities.

6  
7       4.10   Documentation of Ownership. Except for materials and equipment provided by the  
8 District for the Utility Replacement as provided in Section 5.3, the City shall provide the District  
9 with a bill of sale or other appropriate documentation to transfer ownership of all materials and  
10 facilities, including vaults and conduit system, provided by the City's Project Contractor and  
11 intended to become part of the District's electrical utility system in accordance with this  
12 Agreement and the Project Contract Documents. The format for the bill of sale or other  
13 documentation will be coordinated with the District and shall be submitted within forty (40)  
14 calendar days of the City's final acceptance of the Project.

15  
16   5.       **District Responsibilities.**

17  
18       5.1    Utility Exhibit Drawings, Specifications, and Standards. The District shall provide  
19 the City with drawings, specifications, and standards associated with the undergrounding of the  
20 District's electrical system to be included as exhibits in the City's Project Contract Documents,  
21 including any Betterments that the City has agreed to construct or install as part of the Project.

22  
23       5.2    Review of Project Contract Documents. The City shall submit draft Project  
24 Contract Documents to the District for review and approval. The District shall review the Project  
25 Contracts Documents to ensure same are consistent with the District's Transmission and  
26 Distribution Line Specifications and provide the City with written approval or approval with  
27 modifications of said Project Contract Documents within thirty (30) calendar days of receipt of  
28 same. A written approval with modifications shall specify the necessary modifications and the  
29 City shall incorporate said modifications; provided, however, that the City may request a meeting  
30 with the District to review the modifications. Once the modifications have been incorporated into  
31 the Project Contract Documents, the City shall provide the same to the District for final review  
32 and approval, or approval with additional modifications, which shall be provided by the District  
33 within twenty-one (21) calendar days of receipt of the revised Project Contract Documents from  
34 the City.

35  
36       5.3    Materials and Equipment Provided by the District. The District shall provide the  
37 City with certain materials and equipment that shall be utilized and installed for the Utility  
38 Replacement in accordance with the Project Contract Documents. A list of these materials and  
39 equipment is attached hereto as Exhibit "A" and incorporated herein by this reference ("Utility  
40 Replacement Materials and Equipment").

- 41  
42       A.     After the City has awarded the contract to a contractor for the Project, the City shall  
43 issue a written Notice to Proceed to the District, authorizing the District to proceed  
44 with procuring the Utility Replacement Materials and Equipment. The District  
45 shall have no obligation to procure the Utility Replacement Materials and  
46 Equipment until after the City has issued the Notice to Proceed, and the City shall

1 have no obligation to pay for any Utility Replacement Materials and Equipment  
2 that are ordered or purchased prior to the Notice to Proceed.  
3

- 4 B. At the completion of the Project, any unused Utility Replacement Materials and  
5 Equipment provided by the District to the City shall be returned to the District and  
6 the cost of any returned Utility Replacement Materials and Equipment shall be  
7 credited back to the City  
8

9 5.4 District Construction Cost Estimate. Within thirty (30) calendar days of the date  
10 of this Agreement, the District shall provide the City with a District Construction Cost Estimate  
11 for the District's costs to complete the conversion of its overhead electrical utility system to an  
12 underground electrical system within the Project area. The District Construction Cost Estimate  
13 shall include, but not be limited to, the following work:  
14

- 15 • Provide District construction engineering support and coordination throughout the  
16 City's Project to convert the District's overhead electrical utility system to and  
17 underground electrical system;
- 18 • Inspect the installation of all City work on the District's electrical facilities by a  
19 District inspector;
- 20 • Furnish cables, conductors, terminations, switchgear, transformers, riser-poles, and  
21 other electrical equipment for the conversion to underground as noted in Exhibit  
22 "A";
- 23 • Perform switching control and supervision of the District's electrical system  
24 through the District's Energy Control Center; and
- 25 • A credit for the District's construction costs to relocate the overhead electrical  
26 utility system within the Project area on an overhead to overhead basis. If the  
27 District's overhead to overhead relocation construction costs exceed the amount  
28 of the cost items listed above, the District shall pay the differential amount to the  
29 City in accordance with Section 7 of this Agreement.  
30

31 Within fourteen (14) calendar days of the commencement of construction of the Utility  
32 Replacement portion of the Project, the District shall provide an update of the District's  
33 Construction Cost Estimate to the City.  
34

35 5.5 Betterments. Betterments are improvements to the District's utility facilities  
36 included in the Utility Replacement by request of the District that are not necessary to restore the  
37 operational capabilities of the relocated utility facilities or provide like-kind replacements.  
38 Examples of Betterments include the addition of more conduits for future service or increasing  
39 cable size or improvements to the utility facilities that are not necessary to functionally restore the  
40 operational capabilities of the utility facilities or provide like kind replacements. The Betterments  
41 included in the Utility Replacement shall be identified in the Project Contract Documents, and are  
42 listed on Exhibit "B", attached hereto and incorporated by this reference. The District shall pay  
43 the City's costs to construct or install the Betterments to the City in accordance with Section 7 of  
44 this Agreement.  
45

1           5.6     Construction Phase. The District shall maintain continued coordination with the  
2 City's Contractor regarding installation of the District's facilities. This coordination shall include,  
3 but not be limited, to the following:  
4

5           A.     Regular Meetings. The District shall attend the meetings referenced in Section 4.7.  
6

7           B.     On-Site Inspections. The District shall provide an inspector on-site, on two (2)  
8 business days' notice from the City, to inspect all City work on the District's  
9 electrical system including but not limited to: the joint trench area for placement of  
10 vaults and conduits; installation of all vault and conduit installation work; pulling  
11 and terminating of cable, placing of switchgear, transformers and other equipment,  
12 cutover/removal/abandonment of overhead facilities, and other work to accomplish  
13 the Utility Replacement. The District's inspector shall not direct the City's  
14 Contractor in any manner; the District inspector shall communicate in writing all  
15 requirements, deficiencies and requests to the City's construction resident engineer  
16 on the day of observation. The City will ensure that the requirements are met and  
17 that deficiencies are corrected as soon as reasonably possible.  
18

19           i. For purposes of this Agreement, a "business day" shall be any day that is not a  
20 Saturday, Sunday, or any federal or state legal holiday.  
21

22           C.     Notice of Deficiencies/Acceptance. The District shall, within twenty (20) business  
23 days after receipt of written notification from the City of completion of Utility  
24 Replacement, issue written notification of any deficiencies or issue written  
25 notification of acceptance unless delayed due to one of the reasons stated in  
26 Subsection (D) and/or Excusable Delay as defined in Section 6. The City will  
27 correct the deficiencies upon written notice from the District. If notification from  
28 the District is not received by the City within the twenty (20) business day period,  
29 then the Utility Replacement shall be considered complete and accepted by the  
30 District unless the lack of notice is due to one of the reasons stated in Subsection  
31 (D) and/or constitutes to Excusable Delay as defined in Section 6.  
32

33           D.     Delay. The District shall have no obligation or liability to the City, its Contractor  
34 or any other party, in the event of any delay in performance of the Utility  
35 Replacement or other Project work under this Agreement due to: (a) reasonable  
36 actions taken by the District which are necessary or consistent with prudent utility  
37 practices to protect the performance, integrity, reliability or stability of the  
38 District's utility systems or any systems to which such District systems are  
39 connected; (b) actions and/or inactions of the City, the City's Contractor, other  
40 utilities and/or third parties; (c) discovery of archeological materials; (d) other  
41 unanticipated subsurface conditions whether natural or man-made; or (e) other  
42 Excusable Delay (see Section 6).  
43

44           E.     Time Period to Perform Task in Event of Delay. In the event that the District is  
45 delayed in performing one or more of its tasks described in this Section due to one  
46 of the reasons stated in Subsection (D) and/or constitutes Excusable Delay as

defined in Section 6, the City and the District shall work together to agree to a reasonable period of time for the District to complete its task once the basis for the delay has ended.

6. **Excusable Delay.**

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: pandemic (including but not limited to COVID-19 and including but not limited to acts and/or omissions of third parties resulting from COVID-19, such as a failure to provide equipment and/or materials in timely manner due to COVID-19), extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or construction phase work under this Agreement to issue the required permits or approvals in a timely manner, or other causes outside of the reasonable control or contemplation of a Party.

7. **Final Cost Summary Payment.**

7.1 **District Reimbursement for Betterments.** The District shall reimburse the City for the City's actual costs incurred to construct and install any identified Betterments to the District's facilities. This shall include 13.4% of the City's actual costs associated with the Joint Utility Trench (as defined in Schedule D of the Bid Proposal) where Betterments occur and 8.9 % of the City's actual costs associated with the Power Distribution (as defined in Schedule G of the Bid Proposal) where the Betterments occur. These costs shall be totaled in the District's Final Cost Summary.

7.2. **Relocation Cost Credit.** The District will provide the City with an overhead-to-overhead utility relocation cost credit of One Million One Hundred Fifty Thousand Dollars (\$1,150,000). The City will reimburse the District for any actual costs incurred beyond the relocation cost credit. These costs shall be totaled in the City's Final Cost Summary.

7.3 **District's Final Cost Summary.** Within ninety (90) calendar days of the District's acceptance of the Utility Replacement as complete, the City shall provide the District with the District's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the District's Final Cost Summary, the District shall approve, or approve with modifications, the District's Final Cost Summary.

7.4 **City's Final Cost Summary.** Within ninety (90) calendar days of the District's acceptance of the Utility Replacement as complete, the District shall provide the City with the City's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the City's Final Cost Summary, the City shall approve, or approve with modifications, the City's Final Cost Summary.



1           7.5     Final Invoice. Within thirty (30) calendar days of the approval of the District's  
2 Final Cost Summary as well as the approval of the City's Final Cost Summary, the difference of  
3 the two totals shall be determined by the Parties. The Party with the larger total shall invoice the  
4 other for the difference of the two Final Cost Summaries. The invoice shall be paid within thirty  
5 (30) calendar days of receipt. At the request of either party, periodic meetings will take place to  
6 discuss status of cost expenditures.  
7

8     **8.       Change Orders.**  
9

10           8.1     Any change requested by the District to be performed by the City shall be submitted  
11 to the City's construction resident engineer, who will submit the request to the Contractor to obtain  
12 a reasonable price for the Contractor to perform the work. The City will notify the District of the  
13 price. The District will have five (5) business days after being notified of the price to respond and  
14 confirm or revise the requested change, and authorize any confirmed change in work and cost.  
15

16           8.2     The District shall not be responsible for costs associated with any change that is not  
17 the result of any fault of the District. The District shall be responsible to pay and reimburse the  
18 City for all costs associated with any requested change that is a Betterment or that is due to the  
19 sole fault of the District.  
20

21           8.3     Any change request from the City or any other utility that involves a change to  
22 District Utility Replacement Contract Documents shall be submitted to the District for review.  
23 This District will have five (5) business days after being notified in writing of the change request  
24 to approve, approve with modifications or deny said request. Each Party shall reimburse the other  
25 Party for its share of negotiated costs associated with any such change request, including but not  
26 limited to associated engineering and inspection costs.  
27

28           8.4     The District shall not pay for any share of additional expenses incurred due solely  
29 to approved change requests from other private utilities and/or the City that are not covered by  
30 Section 8.1 or 8.3.  
31

32     **9.       Indemnification and Hold Harmless.**  
33

34           9.1     District's Indemnification of City. The District shall indemnify, defend and hold  
35 harmless the City, its officers, appointed and elected officials, employees and agents, from and  
36 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature  
37 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,  
38 liability or death to persons or damage to property or business, caused by or arising out of negligent  
39 or intentional acts, errors or omissions of the District, its officers, officials, employees and/or  
40 agents in the performance of this Agreement; provided, that in the event of the concurrent  
41 negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of  
42 fault attributable to the District, its officers, officials, employees and/or agents.  
43

44           9.2     City's Indemnification of District. The City shall indemnify, defend and hold  
45 harmless the District, its officers, appointed and elected officials, employees and agents, from and  
46 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature

1 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,  
2 liability or death to persons or damage to property or business, caused by or arising out of negligent  
3 or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents  
4 in the performance of this Agreement; provided, that in the event of the concurrent negligence of  
5 the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable  
6 to the City, its officers, officials, employees and/or agents.

7  
8 9.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification  
9 provisions of this Section are specifically intended to constitute a waiver of each party's immunity  
10 under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other party  
11 only, and only to the extent necessary to provide the indemnified party with a full and complete  
12 indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these  
13 provisions were specifically negotiated and agreed upon by them.

14  
15 9.4 No Third Party Right. Nothing contained in this section of this Agreement shall be  
16 construed to create a liability or a right of indemnification in any third party.

17  
18 9.5 Survival. The provisions of this Section shall survive the expiration or termination  
19 of this Agreement with respect to any event occurring prior to such expiration or termination.

20  
21 10. **Insurance.**

22  
23 Each Party shall maintain its own insurance and/or self-insurance for its liabilities from  
24 damage to property and or injuries to persons arising out of its activities associated with this  
25 Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof  
26 of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the  
27 indemnified Party.

28  
29 11. **Compliance with Laws.**

30  
31 In the performance of its obligations under this Agreement, each Party shall comply with  
32 all applicable federal, state, and local laws, rules and regulations.

33  
34 12. **Notices.**

35  
36 All notices required to be given by any Party to the other Party under this Agreement shall  
37 be in writing and shall be delivered either in person, by United States mail, or by electronic mail  
38 (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person  
39 shall be deemed given when accepted by the recipient. Notice by United States mail shall be  
40 deemed given as of the date the same is deposited in the United States mail, postage prepaid, and  
41 addressed to the Administrator, or their designee, at the addresses set forth in Section 1.5 of this  
42 Agreement. Notice delivered by email shall be deemed given as of the date and time sent; provided  
43 that (1) the sender does not receive any failure of delivery notice; and (2) any notice by email sent  
44 on a day other than a business day shall be deemed effective on the first business day after being  
45 sent.

1    13.    **Termination of Agreement.**

2  
3           13.1    Either Party may terminate this Agreement upon thirty (30) days written notice to  
4 the other Party in the event that said other Party is in material default and fails to cure such material  
5 default within that thirty (30) day period, or such longer period as provided by the non-defaulting  
6 Party; provided, that after the City has awarded a contract to a contractor for the Project, the  
7 District must comply with the dispute resolution procedures in Section 14 prior to any termination  
8 by the District being effective. The notice of termination shall state the reasons therefore and the  
9 effective date of the termination.

10  
11           13.2    The City may terminate this Agreement upon thirty (30) days written notice to the  
12 District, if the City determines for any reason or no reason not to proceed with the Project.

13  
14    14.    **Dispute Resolution.**

15  
16           14.1.   Settlement Meeting. It is the Parties' intent to work cooperatively and to resolve  
17 disputes in an efficient and cost-effective manner. If any dispute arises between the Parties relating  
18 to this Agreement, then the Parties' respective Administrator's, or the Administrator's designees,  
19 shall meet and seek to resolve the dispute, in good faith, within ten business (10) days after a  
20 Party's request for such a meeting. In addition to the Administrators or designees, each Party shall  
21 send any other persons with technical or other information relating to the dispute to the meeting.

22  
23           14.2.   Mediation. If the Parties cannot resolve the issue within ten (10) days then they  
24 shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other  
25 mediation service mutually agreed to by the Parties, or as appointed by the court if the parties  
26 cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to  
27 Section 13.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome  
28 of the mediation. Each Party shall bear its own attorneys' fees in connection with the mediation.

29  
30           14.3.   Notice of Default. If the Parties are unable to resolve their dispute through  
31 mediation, either Party may serve a written Notice of Default on the other Party. The Notice of  
32 Default shall describe the nature of the dispute and the noticing Party's requested resolution.  
33 Twenty (20) business days after service of a Notice of Default, either Party may file suit, seek any  
34 available legal remedy, or agree to alternative dispute resolution methods. At all times prior to  
35 resolution of the dispute, the Parties shall continue to perform any undisputed obligations and  
36 make any undisputed required payments under this Agreement in the same manner and under the  
37 same terms as existed prior to the dispute.

38  
39    15.    **Miscellaneous.**

40  
41           15.1    Entire Agreement. This Agreement constitutes the entire agreement between the  
42 Parties regarding the subject matter hereof, and supersedes any and all prior oral or written  
43 agreements between the Parties regarding the subject matter contained herein.

1           15.2 Amendment. Any amendment to this Agreement shall be specifically identified by  
2 separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of  
3 this Agreement.  
4

5           15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in  
6 accordance with the laws of the State of Washington. The venue of any action arising out of this  
7 Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.  
8

9           15.4 Interpretation. This Agreement and each of the terms and provisions of it are  
10 deemed to have been explicitly negotiated by the Parties, and the language in all parts of this  
11 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or  
12 against either of the Parties hereto. The captions and headings in this Agreement are used only for  
13 convenience and are not intended to affect the interpretation of the provisions of this Agreement.  
14 This Agreement shall be construed so that wherever applicable the use of the singular number shall  
15 include the plural number, and vice versa, and the use of any gender shall be applicable to all  
16 genders.  
17

18           15.5 Severability. If any provision of this Agreement or the application thereof to any  
19 person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable,  
20 the remainder of this Agreement and the application of that provision to other persons or  
21 circumstances shall not be affected thereby, but shall instead continue in full force and effect, to  
22 the extent permitted by law.  
23

24           15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with  
25 respect to a Default by the other Party under this Agreement shall not constitute a waiver of the  
26 Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver  
27 of any other Default or any similar future Default.  
28

29           15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part,  
30 by either Party without the express written consent of the other Party, which may be granted or  
31 withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the  
32 preceding sentence shall be null and void and shall constitute a Default under this Agreement.  
33

34           15.8 No Joint Venture. Nothing contained in this Agreement shall be construed as  
35 creating any type or manner of partnership, joint venture or other joint enterprise between the  
36 Parties.  
37

38           15.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof  
39 are for the sole benefit of the City and the District. No other persons or parties shall be deemed to  
40 have any rights in, under or to this Agreement.  
41

42           15.10 Warranty of Authority. Each of the signatories hereto warrants and represents that  
43 he or she is competent and authorized to enter into this Agreement on behalf of the other Party for  
44 whom he or she purports to sign this Agreement.  
45

1           15.11 Execution in Counterparts. This Agreement may be executed in two or more  
2 counterparts, each of which shall constitute an original and all of which shall constitute one and  
3 the same agreement.  
4

5  
6  
7           IN WITNESS WHEREOF, the Parties have executed this Agreement.  
8

9 PUBLIC UTILITY DISTRICT NO.1  
10 OF SNOHOMISH COUNTY  
11

CITY OF LYNNWOOD

12 By: \_\_\_\_\_  
13       John Haarlow  
14       CEO/AGM  
15

By: \_\_\_\_\_  
Nicola Smith  
Mayor

16 Date: \_\_\_\_\_  
17

Date: \_\_\_\_\_  
18

19 Approved as to Form:  
20

Approved as to Form:  
21

22 \_\_\_\_\_  
23 Date: \_\_\_\_\_

\_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY  
AND CITY OF LYNNWOOD FOR THE 196<sup>TH</sup> ST SW IMPROVEMENT PROJECT  
EXHIBIT A**

**UTILITY REPLACEMENT MATERIALS AND EQUIPMENT**

<b>PUD Item #</b>	<b>MID</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>
50	898223	POLE, WOOD, 50' CLASS 1	3	EA
60	898322	POLE, WOOD, 55' CLASS 1	2	EA
70	897928	POLE, WOOD, 35' CLASS 2	1	EA
80	124206	BLT MACH GLV 5/8" X 14" SQ HD W/SQ NUT	44	EA
170	1002626	WIRE, COPPERWELD, #10X7ST WP CCS 40%	600	FT
180	120212	BLT, OVAL, EYE GLV 5/8" X 14" W/SQ NUT	5	EA
250	925696	INSL SPL #2 PLYMR W/CLVS 11/16" HL ASSMB	13	EA
300	923418	DEADEND STRNDVIS AUTO 3/8" GUY SHORT BAIL	56	EA
380	910035	WSH CRVD 4" SQ CAST REINF 3/4" & 7/8" BLTS	29	EA
430	894065	NUT TRIPLE EYE ANC FOR 3/4" & 1" RODS	16	EA
440	902511	ROD, ANCHOR, POWER 1" X 7'	14	EA
460	872615	XARM DE 10' 2-POS UNITIZED 2500 LB/POS	8	EA
590	125981	BLT DA GLV 5/8" X 24" W/4 SQ NUTS	4	EA
600	893512	NUT, OVAL, EYE 5/8" GLV	8	EA
620	938326	INSUL SUSP 15KV DE 7.5KLB 13" FG/PLYMR	38	EA
820	880452	DE PF GUY 3/8" 7W GLV CODE ORG	33	EA
870	939209	INSUL GUY STRAIN 78"FG INS Y-CLVS W/RLLR	61	EA
890	871518	ANC PWR SCREW 12" DIA 8000FT-LB (MIN)	14	EA
950	163692	SCREW LAG 3/8" X 3" GLV FETTER DRIVE	1	EA
970	910267	WSH FLAT 2 1/4" SQ GLV STL FOR 5/8" BLT	12	EA
1000	124595	BLT MACH GLV 3/4" X 14" SQ HD W/SQ NUT	50	EA
1100	494039	CUTOUT 100A 15KV POLYMER W/O XARM BKT	10	EA
1120	871500	ANC PWR SCREW 8" DIA 8000FT-LB (MIN)	2	EA
1170	1001802	TAG, POLE, GROUNDING GREEN/BLACK	12	EA
1250	925688	INSL SPL #1W/CLVS11/16"HL ASSMB PKG12/BX	2	EA
1300	884579	HOOK, GUY, COMBINATION	29	EA
1310	900052	PROTECTOR WIRE GUY 8' YEL HDPE	37	EA
1360	1001445	WSH SPRING 3/4" DBL COIL LCK GLV	52	EA
1390	902462	ROD ANC PWR ROD 3/4" X 7' THD ENDS GLV	2	EA
1400	211508	CONN CMP 6SL-4STR - 4SL-4STR CU C-CRIMP	106	EA
1450	896839	GAIN XARM PLATE 4X6 3/4 DBLFACE 15/16HL GLV	6	EA
1460	876154	BRACE XARM APITONG 36.5"(60"SPAN18"DROP)	6	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
1470	872566	XARM WOOD 4-PIN 3¾" X 5¾" X10'	6	EA
1480	196461	WSH FLT ½" GLV RD 1¾" OD	6	EA
1500	124214	BLT MACH GLV ⅝" X 16" SQ HD W/SQ NUT	7	EA
1520	761173	BKT POTHEAD #1 W/GRD CLP	6	EA
1530	877128	SPACER BAR POTHD/ARR GLV W/2BLT ½" X 1½"	6	EA
1540	761165	BKT CO/ARST 10' XARM (872566)	10	EA
1580	482571	SURG ARST MOV10KVDUTYCYC8.4KVMCOV NO BKT	6	EA
1590	1001467	WIRE, CU, #4BARE, FINE-STR, BRAIDED, 16"	6	FT
1600	5000980	WIRE OH INSUL #4 SOFT DRAWN COPPER SOLID	12	FT
1630	250093	CDT PVC 4" X 20' DB-60 GRAY	48	FT
1640	250100	CDT PVC 4" X 10' SCH 80 GRAY	20	FT
1650	250746	END, BELL, PVC 4" SCH 40 MOLDED	2	EA
1660	256546	BEND FG 4" 90° 48"R TYP HW W/PVC CPLNGS	2	EA
1680	761363	CLAMP, STANDOFF, BRACKET 4" CONDUIT	8	EA
1690	887763	HOOK J-DRIVE 7/16" X 4¾" FETTER THD GLV	2	EA
1700	929127	GRIP CBL SUP KELLEMS1/0 15KV 1.00-1.125	6	EA
1710	1002429	DECAL CAUT ELPWRCBLBUR BLW3X16YRFLC811	6	EA
1730	5001571	WIRE OH INSUL #4 SD CU SOLID, 50' REEL	89	FT
1740	847907	WIRE CU 4/0 BR 19STR SD IND PRN SNO PUD2'	80	FT
1760	250118	CDT PVC 6" X 10' SCH 80 GRAY	40	FT
1770	250126	CDT PVC 6" X 20' DB-60 GRAY	96	FT
1780	250762	END, BELL, PVC 6" SCH 40 FABRICATED	4	EA
1790	256570	BEND FG 6" 90° 60"R TYP HW W/PVC CPLNGS	4	EA
1800	761123	BKT, CONDUIT, STANDOFF 15"	24	EA
1810	761389	CLAMP, STANDOFF, BRACKET 6" CONDUIT	16	EA
1860	103359	BLT MACH SS 1/2" x 1-3/4" W/BRNZ HX NUT	24	EA
1870	191627	WASHER, FLAT, RD SS 1/2"	48	EA
1880	191635	WASHER, BELLEVILLE, SPRING SS 1/2"	24	EA
1890	761149	SUPPORT CBL ¾" - 3" OD AL W/POLY TIE	12	EA
1900	777089	TRMNTN CBL 750-1100AL 15KV UG	12	EA
1910	786452	TRMNTN UG CMP 1000 AL 2HOL PDDL	12	EA
1930	5001720	TRMNTN OH CMP LUG 4/0 AAC/CU 2H PDL 90°	12	EA
1940	890427	TAG HLDR SW 4"WX23.5"L HORZ PLYMR (9TAG)	8	EA
1950	1001444	WSH SPRING ½" DBL COIL LCK GLV	6	EA
2030	163999	SCREW LAG ⅝" X 5" GLV FETTER DRIVE	6	EA
2050	123828	BLT MACH GLV ½" X 7" SQ HD W/SQ NUT	6	EA
2060	215261	CONN, CLAMP, HOT LINE #2 AL	62	EA
2070	1003002	CONN CMP 3/0-4/0 STR - #6-#2 STR CU "C"	12	EA
2080	1003001	CONN CMP 3/0-4/0STR - 1/0-2/0STR CU "C"	12	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
2090	211540	CONN CMP 3/0-4/0 STR - 3/0-4/0 STR CU C	4	EA
2100	5000670	WIRE OH INSUL 4/0 SOFTDRAWN COPPER 19STR	240	FT
2120	163816	SCREW LAG ½" X 4" GLV TWIST-DRIVE	67	EA
2130	872558	XARM WOOD 2-PIN ¾" X 4¾" X7'	1	EA
2170	124123	BLT MACH GLV ⅝" X 6" SQ HD W/SQ NUT	3	EA
2200	124173	BLT MACH GLV 5/8" X 10" SQ HD W/SQ NUT	6	EA
2210	896350	PIN POLE TOP 18"L 5"X3" SPACING BTWN HLS	9	EA
2240	1002030	INSUL VRT PST VISE-TOP 15KV PLYMR	19	EA
2250	895039	PIN XARM STL ⅝" X 6½" SHANK 5"ABV ARM	10	EA
2270	1001558	PLATE, CROSSARM, REINFORCING 3-3/4" X 4"	2	EA
2320	1001443	WSH SPRING 5/8" DBL COIL LCK GLV	83	EA
2330	124587	BLT MACH GLV ¾" X 12" SQ HD W/SQ NUT	2	EA
2340	196479	WSH FLT ⅝" GLV RD 1¾" OD	6	EA
2350	514811	BKT CLUSTER MNT W/6 - ⅝" X 2½" MNT BLTS	1	EA
2360	848476	WIRE CU #4 BR SOL SD IND PRN SNO PUD 2'	12	FT
2400	1001801	PLATE GRD PL CU.06X7.5X38.5-288SQINSURF	12	EA
2490	211524	CONN CMP 2SL-2STR - 2SL-2STR CU C-CRIMP	108	EA
2610	858748	WIRE GUY ½" 7-STR GLV STL EHS	336	FT
2620	880460	DE PF GUY ½" 7W GLV CODE BLUE	6	EA
2670	923426	DEADEND STRNDVIS AUTO ½" GUY LONG BAIL	6	EA
2710	858623	WIRE GUY ⅝" 7-STR GLV STL EHS	1,736	FT
2830	1001499	CDT RIGID 2½" X 10' GLV STL W/1-CPLNG	10	FT
2860	939118	INSUL GUY STRAIN #2 ANSI 54-2 PORC 12KLB	1	EA
2910	885783	SIDEWALK, GUY, FLANGE 2-1/2" PIPE GLV	1	EA
2920	885759	SIDEWALK GUY CLAMP 2-1/2" PIPE GLV 3WIRE	1	EA
3090	346107	FUSE, T-LINK, 10 AMP (SILVER ELEMENT)	2	EA
3100	630625	XFMR OH 37.5KVA(P)240/4801Ø2BSH7.2/12.47	2	EA
3110	847139	WIRE CU 1/0 WP 19-STR SD XLPE	45	FT
3120	346157	FUSE, T-LINK, 15 AMP (SILVER ELEMENT)	1	EA
3130	630716	XFMR OH 50KVA(R)240/480 1Ø 2BSH7.2/12.47	1	EA
3230	138025	NAIL CU 6D 2" SLATING RING-SHANK 11 GA	1	LB
3240	139114	STAPLE CUTPNT 1½" X ¼" GLV	5	LB
3250	211011	CONN CMP AL #6-#1 - #6-#1	50	EA
3260	211029	CONN CMP AL #3-2/0 - #6-#1	50	EA
3270	211037	CONN CMP AL 2/0-3/0 - #6-1 - #6-1	50	EA
3280	211045	CONN CMP AL #1-3/0 - #1-2/0 H-TYP	50	EA
3290	211053	CONN CMP AL 4/0 - #6-#2 H-TYPE	50	EA
3300	211061	CONN CMP AL 3/0-4/0 - 1-2/0	50	EA
3310	211079	CONN CMP AL 3/0-4/0 - 3/0-4/0	50	EA



PUD Item #	MID	Description	Quantity	Unit of Measure
3350	215253	CONN, CLAMP, HOT LINE #1 AL	50	EA
3370	216368	CONN, SPLIT BLT 4 SOL CU-CU BRNZ NO SPCR	50	EA
3380	216384	CONN SPLIT BLT 2STR CU-CU BRNZ NO SPCR	50	EA
3390	216392	CONN SPLIT BLT 1/0STR CU-CU BRNZ NO SPCR	25	EA
3400	221523	SLV CMP NEUT SEMI TENS 2AAC/ACSR RED	50	EA
3410	221531	SLV CMP NEUT SEMI-TEN 1/0 AAC YEL	50	EA
3420	221656	SLV CMP SVC ENT 2 STR - 2 STR RED-RED	100	EA
3430	221680	SLV CMP SVC ENT 1/0 - 1/0 YEL-YEL	100	EA
3440	819097	TAPE ELEC BLACK VNYL PLAS 1½"X44'X8.5MIL	100	EA
3450	819211	TAPE ELEC PHSNG RD VNYL PLAS ½"X20'	10	EA
3460	819229	TAPE ELEC PHSNG BLU VNYL PLAS ½"X20'	10	EA
3470	819237	TAPE ELEC PHSNG WHITE VNYL PLAS ½"X20'	10	EA
3480	876675	BKT DE END-OF-ARM 13"L X 1½"W X ¼"T	7	EA
3490	905804	STAPLE GRD MLDNG GLV 2"LX5/8"WX0.192"WIR	200	EA
3500	910019	WSH CRVD 3" SQ GLV FOR ¾" BLT	200	EA
3520	923616	CLP DEADEND #2 ACSR (HOT) STRT LINE	25	EA
3530	928517	DE CLVS RIGID #4 CU SOL FD-THU HLF-SLV	20	EA
3540	928921	DE PF #2 ACSR 6/1 STR GLV COLOR CD RED	25	EA
3550	928997	DE PF #6 AL 7 STR TRPLX COLOR CD BLU	50	EA
3560	929002	DE PF #2 TPX AL 7 STR **USE UP**	50	EA
3580	1001163	DE WEDGE SVC CLP #2 - 2/0 AAC FLEX BAIL	75	EA
20	1002726	WIR UG 1100 61STR15KV175MILEPRJKTNCNEUT	30,000	FT
30	1002906	WIRE UG PRI TPX1/0ALSTR15KVTRXLPJKT1/3CN	11,000	FT
40	5001631	STAND 24IN SUBMERSIBLE TRAYER	8	EA
1920	101569	TRM LUG CMP 4/0 STR AL/CU 2-HOL SPD	24	EA
2500	503947	CONN EQP GRND CLP BRNZ 6 SOL-1/0 STR CU	8	EA
2510	890708	DECAL INFO THINK-SEC CON120/240V 3ØDELTA	4	EA
2520	385303	TAG CABLE CU VLT BLANK 1" X 3½" W/2-HOL	2	EA
2540	891516	TAG CBL "FEED" PLYMR BLK-ON-YEL	3	EA
2550	776015	PED SEC SML RECT 13"W X 24"L X 15"D NOM	1	EA
2560	785785	TRM BLCK UG 4-POS SEC SETSCRW TYP 10-350	3	EA
2570	250738	END, BELL, PVC 3" SCH 40 MOLDED	1	EA
2580	250499	CPLNG PVC 3" SCH40 DEEP SCKT 8"L (MIN)	1	EA
2590	250168	CDT PVC 3" CORRUGATED FLEX (GRAY)	4	FT
2990	412651	PDLK DISPOS ¼" DIA ROTRYSHKL W/PLAS NPL	14	EA
3000	637019	XFMR PDMT300KVA(X)LFD208Y/1203Ø12.47/7.2	1	EA
3020	634510	XFMR PDMT 50KVA(R) 240/120 1Ø12.47GY/7.2	3	EA
3040	634015	XFMR PDMT 15KVA(L)240/120 1Ø 12.47GY/7.2	3	EA
3060	636714	XFMR PDMT 150KVA(U)LFD208/1203Ø12.47/7.2	6	EA

PUD Item #	MID	Description	Quantity	Unit of Measure
3080	634263	XFMR PDMT 25KVA(N) 240/120 1Ø12.47GY/7.2	1	EA
3150	785355	ELB LB 1/0ALJKTW/SLNGKIT200A15KVW/TSTPT	266	EA
3160	5001641	ELBOW KIT, 600A CLDSHRK, 1/0-450KCMIL	24	EA
3170	5001640	ELBOW KIT, 600A CLDSHRK, 600-1250KCMIL	78	EA
3180	761256	CAP INSUL W/GRD WIR200A8.3/14.4KVLB BSH	148	EA
3190	191627	WASHER, FLAT, RD SS 1/2"	156	EA
3200	761082	NUT UNISTRUT SELF-HOLD ½"-13 UNC THD	156	EA
3210	762402	J-BOX 4WAY LB 200A15KV W/MNTBKTW/GRDNUTS	78	EA
3220	761066	CAPSCRW FLT HX-HD ½"-13 X 1" ZN PLT STL	156	EA
3590	762634	TAPE UG MRK 6"X1000'RED CAUTN EL LN BELW	1	EA
3600	832130	WIRE UG 1/0 AL 15KV TRXLP JKT CNC NEUT	900	FT
3610	5000840	SW 15KV 4-POS VFI SUBMERSIBLE	10	EA
3620	762379	FAULT INDICATOR, 1PH UG CABLE 1000 KCMIL	297	EA

1

**INTERLOCAL AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY  
AND CITY OF LYNNWOOD FOR THE 196<sup>TH</sup> ST SW IMPROVEMENT PROJECT  
EXHIBIT B**

**BETTERMENTS**

**Joint Utility Trench – Schedule D**

<b>Bid Item #</b>	<b>Description</b>	<b>Betterment Quantity</b>	<b>Bid Unit</b>
1	Unexpected Site Changes	13.4%	EST
2	Roadway Surveying	13.4%	Lump Sum
10	Mobilization	13.4%	Lump Sum
11	Project Temporary Traffic Control	13.4%	Lump Sum
12	Uniformed Police Officer (Min Bid \$70/Hr)	13.4%	HR
13	Traffic Control Supervisor	13.4%	Lump Sum
14	Flaggers	13.4%	HR
36	Gravel Borrow Incl. Haul	1528	TON
47	Precast Concrete Vault and Installation - Submersible Switch Vault (SNO PUD)	2	EA
58	PVC Conduit - 4 In. Diam.	3250	LF
59	PVC Conduit - 6 In. Diam.	5780	LF
63	Joint Utility Trench Excavation incl. Haul	1270	CY
64	Sand Bedding	218	CY
65	Red Dyed Low Strength Fluidized Thermal Backfill	256	CY
67	Crushed Surfacing Base Course	150	TON
110	Shoring or Extra Excavation Class B	8458	SF

Power Distribution – Schedule G

Bid Item #	Description	Betterment Quantity	Bid Unit
1	Unexpected Site Changes	8.9%	EST
10	Mobilization	8.9%	Lump Sum
236	B1 - Vault safety systems installed per RCW 49.17	2	EA
237	B2 - Padmount transformer vault grounding. (N0301, 02)	1	EA
239	B4 - Switching vault grounding	2	EA
242	D2 - Install (3) 1/0 Al 15kV URD jacketed concentric neutral cable in conduit [Cir. Feet]	170	LF
246	D6 - Install (3) 1100KCM Al 15kV URD cables in conduit	2750	LF
253	D13 - Install fault indicator (D0701, D0705)	24	EA
254	D14 - Racking (3) 350KCM Al or larger 15kV primary cables in a vault installed by others	2	EA
257	F2 - Install 75kVA thru 750kVA three-phase padmount transformer	1	EA
258	G1 - Wood poles 35', 40', and 45' with 1-1/2" to 3/4" crushed rock	1	EA
272	NA1 - (1) 36 strand ADSS Fiber Optic Cable	5485	LF
274	X1 - Miscellaneous 12kV construction, reconductoring, resagging, transferring and removal work	8.9%	Lump Sum
276	X3 - Record drawings approved by DISTRICT Inspector and Engineer	8.9%	Lump Sum

## CITY COUNCIL ITEM 90.1-D

### CITY OF LYNNWOOD Administrative Services

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**TITLE:** Voucher Approval

**DEPARTMENT CONTACT:** Sonja Springer, Finance Director

**SUMMARY:**

Approve claims in the amount of \$5,864,907.58 for the period 8/1/2020 - 9/4/2020.

Approve payroll in the amount of \$1,191,759.09 dated 8/14/2020.

Approve payroll in the amount of \$1,175,172.91 dated 8/28/2020.

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

No Attachments Available

## **CITY COUNCIL ITEM 90.2-A**

### **CITY OF LYNNWOOD Community Development**

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**TITLE: Public Hearing: Ordinance Regarding Development Agreement and Binding Site Plan Code Amendments**

**DEPARTMENT CONTACT:** Ashley Winchell, AICP

#### **SUMMARY:**

The proposed code changes will expand flexibility provided through Development Agreements citywide, with the exception of Single Family zones. Flexibility through Development Agreements is currently only permitted in the City Center and Regional Growth Center. Proposed changes will also allow Binding Site Plans to vest to Development Agreement timelines. On August 13, 2020, the Planning Commission received a briefing on the proposed ordinance amendments.

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

Should flexibility through Development Agreements be extended in non-single family zones citywide?

Should Binding Site Plans be able to vest to timeframes established through Development Agreements?

#### **ACTION:**

Conduct a Public Hearing regarding amendments to LMC 3.104.190 – Title 19 Fees and Charges; LMC 3.104.210 – Title 21 Fees and Charges; Chapter 19.75 Binding Site Plans; and Chapter 21.29 Development Agreements.

#### **BACKGROUND:**

Development Agreements (DAs) are a tool to provide certainty and flexibility, when appropriate, to developments while negotiating for public benefits beyond the base requirements. Changes adopted to the Development Agreement code in 2019 allowed for flexibility and identified possible public benefits for developments within the City Center and Regional Growth Center.

The proposed code amendments:

1. Expand Development Agreement eligibility citywide in non-single family zones;
2. Allow for longer vesting periods to align with Development Agreement timelines;
3. Provide flexibility in Binding Site Plan requirements; and
4. Recoup City costs related to these activities.

#### **Development Agreements**

The main purpose of this ordinance is to expand the benefits and flexibility of development agreements citywide, with the exception of single-family residential zones. It also clarifies and aligns approval timelines, as Development Agreements sometimes establish longer vesting periods than permitted outright by the code. The proposed changes benefit the community by incentivizing

development through flexibility and project timeline consistency.

The code amendment also proposes a mechanism to recoup some of the City's costs to prepare a Development Agreement. Currently, there are no costs to the applicant for Development Agreements. The City is responsible for paying for all city attorney fees and notification costs. The code amendment proposes a \$2,500 fee to be deposited to a trust fund. These fees would be used to cover city attorney fees and notification costs. If fees are accrued beyond \$2,500 they will be billed to the applicant and required to be paid before a City Council hearing. If excess fees remain after project approval they will be refunded to the applicant. Staff time would continue to be offered at no cost to the applicant.

### Binding Site Plans

The code amendment also includes a provision to amend the Binding Site Plan code (Chapter 19.75 LMC). A Binding Site Plan is an alternate process to subdivide non-single-family residential property. The purpose of a Binding Site Plans is to divide land into smaller lots that can be legally sold and developed, typically for commercial and mixed-use projects.

All subdivisions, including Binding Site Plans, have two phases: preliminary and final. Preliminary Binding Site Plans show the overall site including proposed streets, lots and covenants for the review of a general layout. The final Binding Site Plan is the drawing of record for the County Auditor that shows all requirements per code. Recording of the Binding Site Plan officially divides the land. Before the Binding Site Plan can be recorded improvements, such as roads and utilities, must be constructed or bonded.

Currently, the code does not allow for phasing of subdivisions and requires all improvements associated with a Binding Site Plan to be constructed within three years of the approval of the preliminary Binding Site Plan. This provision is far more restricted than the Washington State RCW. This requirement has been identified as potentially problematic when associated with Development Agreements with longer vesting timelines.

For example, a Development Agreement may vest a project over a 10-year time frame to enable a project to be completed in phases. The current structure of the LMC requires the developer to either:

1. Make all improvements at once. This can be cost-prohibitive and difficult since road and utility improvements are often constructed at the time of building construction; or
2. File several Binding Site Plans over the years. This is difficult for staff as they cannot assess the larger project at once and subjects the developer to greater uncertainties.

The proposed changes would allow the entire development to be reviewed at the time of preliminary Binding Site Plan. The phasing will be locked in with the approval of the Binding Site Plan and will correspond to the Development Agreement timing. This will enable each final Binding Site Plan to come in as phases. This allows the developer to only build what is necessary at the time of development. This is helpful as these improvements are often financially tied to individual building construction.

The amendment proposes breaking the Binding Site Plan fees into a preliminary payment and final payment. Currently the Binding Site Plan fee is a one-time payment of \$15,000. This includes review of the preliminary and final stage. The current fee structure does not take multiple final plat reviews

into account. The proposed fee structure is \$10,000 for preliminary review and \$5,000 for each final plat review. This ensures the city can recoup costs based on added work from proposed phasing.

### **PREVIOUS COUNCIL ACTIONS:**

On September 8, 2020 City Council held a work session to discuss the proposed ordinance.

### **FUNDING:**

None.

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

The proposed amendments relate to the following vision statement: "To encourage a broad business base in sector, size and related employment, and promote high quality development."

### **ADMINISTRATION RECOMMENDATION:**

Conduct the Public Hearing.

### **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#"><u>Development Agreement Binding Site Plan Ordinance</u></a>	Ordinance
<a href="#"><u>Letter of Support to Planning Commission</u></a>	Backup Material



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WHEREAS, on DATE, the City Council held a public hearing on the revisions to the Lynnwood Municipal Code stated in this Ordinance, and all person wishing to be heard were heard; and

WHEREAS, the City Council after due consideration finds that the provisions of this Ordinance are consistent with and implement the City's Comprehensive Plan, are consistent with applicable state law, and are to the best interest of the public health, safety and general welfare; and

WHEREAS, the City Council finds that there are sufficient reasons to take action to ensure that development agreement may be a development tool to provide adequate flexibility to meet market demands while providing additional public benefits.

THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

**Section 1: Findings.** Upon consideration of the provisions of this Ordinance, the City Council finds that the new code and amendments contained herein are: a) consistent with the comprehensive plan; and b) substantially related to the public health, safety, or welfare; and c) not contrary to the best interest of the citizens and property owners of the city of Lynnwood.

**Section 2: Purpose.** The purpose of this ordinance is expand flexibility provided through Development Agreements citywide. Flexibility through Development Agreements is currently only permitted in the City Center and Regional Growth Center. Changes will also allow Binding Site Plans to vest to Development Agreement timelines.

**Section 3: LMC Title 19 Fees and Charges**

**104.190 LMC Title 19 fees and charges.**

The fees and charges set forth in Table 3.104.190 are the city of Lynnwood fees and charges related to the provisions of LMC Title 19.

**Table 3.104.190 – LMC Title 19 Fees and Charges**

Type of Fee		
LMC TITLE 19 – SUBDIVISION FEES		
Boundary line adjustment		1,500.00
Lot combination		1,500.00
Subdivision		15,000.00
Short subdivision	Creating two lots	2,000.00
	Creating 3-9 lots	7,500.00
Preliminary Binding Site Plan		10,000.00

**Table 3.104.190 – LMC Title 19 Fees and Charges**

<b>Type of Fee</b>	
<b>LMC TITLE 19 – SUBDIVISION FEES</b>	
<b>Final Binding Site Plan</b>	<b>5,000.00</b>
<b>City Attorney Support</b>	Actual cost
<b>Hearing Examiner</b>	Actual cost
<b>Public Notice Requirements</b>	
Posting costs	Hourly rate (posting notification on proposed project site and civic sites)
Mailing costs	Actual cost of postage plus staff hourly rate
Publication in newspaper	Actual cost

67

**Table 3.104.210 – LMC Title 21 Fees and Charges**

<b>Type of Fee</b>		
<b>LMC TITLE <u>21</u> – ZONING FEES</b>		
<b>Accessory Dwelling Unit</b>		500.00
<b>Administrative Amendment (LMC <u>1.35.180</u>)</b>		1,500.00
<b>Conditional Use Permits</b>		5,000.00
<b>Development Agreements *</b>		2,500.00
<p><b>** Development Agreement fees are deposits to trust accounts to cover city attorney fees and public notice costs, which shall be paid from the deposit. Excess funds remaining after approval, denial or withdrawal of the development agreement application will be refunded to the applicant. City attorney fees and public notice costs that exceed the original deposit shall be charged to the applicant, who shall pay the excess costs within 30 days of receipt of an invoice from the City for the excess costs.</b></p>		
<b>Essential Public Facility</b>	Local	1,500.00
	Regional or State	20,000.00
<b>Miscellaneous Plan Review</b>	Fee for review not related to a permit (e.g., parking lot)	263.00
<b>Parking Alternatives Review</b>		1,500.00
<b>Planned Unit Development (PUD)</b>		10,000.00
<b>Preapplication Meeting</b>		200.00
*Fee credited towards development review charges.		
<b>Project Design Review</b>	Under 5,000 gross sq. ft.	3,500.00

Table 3.104.210 – LMC Title 21 Fees and Charges

Type of Fee		
LMC TITLE <u>21</u> – ZONING FEES		
	5,000 gross sq. ft. and above	15,000.00
<b>Reclassification (Rezone)</b>		10,000.00
<b>Variance, Single-Family</b>		500.00
<b>Variance, Standard (Non-Single-Family)</b>		3,000.00
<b>Wireless Communication Facility (WCF)</b>		5,000.00
Small wireless facility <sup>1</sup> , permit review	Up to five small wireless facilities	500.00
	Each additional small wireless facility	100.00
Small wireless facility, right-of-way access and/or attachment to city-owned pole/structure	Per year, per pole/structure	270.00
<b>Zoning Code Interpretation</b>		1,000.00
<b>Zoning Certification Letter</b>		150.00
<b>Signs with Searchlights</b>	Per permit	86.00
<b>City Attorney Support</b>	Actual cost	
<b>Hearing Examiner</b>	Actual cost	
<b>Public Notice Requirements</b>		
Posting costs	Hourly rate (posting notification on proposed project site and civic sites)	
Mailing costs	Actual cost of postage plus staff hourly rate	

**Table 3.104.210 – LMC Title 21 Fees and Charges**

**Type of Fee**

**LMC TITLE 21 – ZONING FEES**

Publication in newspaper

Actual cost

69

70

DRAFT

**Section 4: Chapter 19.75.060 Binding Site Plan Amendments – Timing and Flexibility**

**19.75.060 Time limits, extensions, ~~and~~ effect of preliminary binding site plan approval, ~~and~~ flexibility through development agreements.**

A. The city shall approve, approve with conditions, disapprove or return to the applicant for modification all binding site plans within 90 days from the date of filing thereof unless the applicant consents to an extension of time; provided, that if an environmental impact statement (EIS) is required pursuant to Chapter [43.21C](#) RCW, or other environmental studies required for a determination of nonsignificance, or if a variance or other similar applications are required, the 90-day period shall not include time spent preparing and circulating a required EIS, or the time required for processing the other application(s).

~~B. The applicant shall have three years from the date of preliminary approval to submit to the city a final binding site plan meeting all requirements of this chapter. Failure to do so will result in the expiration of preliminary binding site plan approval. However, an applicant who files a written request with the mayor's office at least 30 days before the expiration shall be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final binding site plan within the three-year period.~~

**BC.** Approval of a preliminary binding site plan by the mayor is approval of the proposed binding site plan's design, and relationship with adjoining property. The engineering, construction and installation of improvements and final detail shall be subject to approval of the public works director. Approval of the preliminary binding site plan shall authorize the applicant to proceed with the preparation of the final binding site plan in conformance with the approved preliminary binding site plan and the conditions stipulated. Upon the approval of detailed construction plans by the public works director, construction and installation of the improvements may proceed.

~~C. The applicant shall have three years from the date of preliminary approval to submit to the city a final binding site plan meeting all requirements of this chapter, except as authorized by LMC 19.75.060.D. Failure to do so will result in the expiration of preliminary binding site plan approval. However, an applicant who files a written request with the mayor's office at least 30 days before the expiration shall be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final binding site plan within the three-year period.~~

~~D. Binding site plan review and approval procedures may be revised for flexibility when associated with an approved development agreement, including modification or deferral of submittals required by LMC 19.75.035.B.7. When associated with an approved development agreement, time limits for preliminary and final binding site plan must be established at the time of preliminary binding site plan approval. The city may require the applicant to submit a single preliminary binding site plan showing the full extent of the project. The city may approve several subsequent final binding site plans to be recorded in phases. In no case shall the time frames for the binding site plan exceed the time frames of the development agreement.~~

**Section 5: Chapter 19.75.065 Binding Site Plan Amendments – Improvements**

**19.75.065 Methods and procedure for carrying out improvements.**

If the preliminary binding site plan is approved by the mayor, the city may accept a bond or other secure method providing for and securing to the city the actual construction and installation of minimum improvements in accordance with the provisions of LMC 19.75.105 within one year by any of the following methods, **except where modified in accordance with the provisions of LMC 19.75.060.D:**

A. By furnishing the city of Lynnwood with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the minimum improvements will be carried out as provided in LMC 19.75.060 herein and in accordance with city specifications within one year;

B. By actual installation of improvements in accordance with the provisions of LMC 19.75.060 contained herein and in accordance with the installation requirements and under the supervision of appropriate city departments and furnishing a bond approved by the city attorney securing successful operation of the improvements for a period of 24 months following completion and acceptance thereof by the city;

C. By formation of a local improvement district;

D. By a cash deposit with the city or suitable escrow;

E. By a combination of these methods; and

F. By such other reasonable guarantee acceptable to the city attorney.

The applicant may then make application for such permits from the local officers, officials and authorities as are necessary to proceed with the installation of the binding site plan improvements.

After completing all minimum improvements, the applicant shall make a request to the appropriate department for inspection. After finding that all improvements have been completed or provided for in accordance with the installation standards, the appropriate department shall so notify the community development director.

If applicant uses another approved method for carrying the improvements out, the appropriate department will so notify the community development director.

Upon receipt of this notification, the community development director shall advise the applicant that a final binding site plan may be submitted for that portion of the area contained in the proposed binding site plan, or dedication in which minimum improvements have been installed or concerning which a performance bond or other acceptable surety has been posted. The applicant may then submit the final binding site plan application in accordance with LMC 19.75.070. (Ord. 2463 § 15, 2003)



## **Section 6: Chapter 21.29 Development Agreement Amendments**

### **21.29.010 Purpose.**

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

### **21.29.020 Authority.**

**A.** Pursuant to RCW 36.70B.170 through 36.70B.210, the city council may approve and enter into a development agreement with any person, partnership, corporation or other entity that controls real property within the city or within the city’s urban growth area.

**B.** The city council may approve and enter into a proposed development agreement if the council finds, in its sole discretion, that the proposed agreement is consistent with the city’s comprehensive plan, the development regulations and the purpose of this chapter, and that entering into the agreement is in the city’s best interest.

### **21.29.030 Agreement contents.**

A proposed development agreement shall, at a minimum, include provisions required by RCW 36.70B.170 through 36.70B.210, and shall set forth the development standards and other provisions that shall apply to and govern the use and development of the real property for the duration specified in the agreement. An agreement may also contain such other provisions as the city and the property owner or person controlling the property may mutually agree on, such as, but not limited to, the financing for or timing of mitigation and the vesting of development rights. A development agreement shall be consistent with applicable development regulations, including this chapter.

### **21.29.040 Public notice.**

**A.** The applicable department director shall distribute the notice at least 20 calendar days before the hearing in the following manner:

1. Publishing the notice in the official newspaper of the city (LMC 1.08.010);
2. Posting the notice at the official posting place(s) of the city (LMC 1.12.010) and at the subject property so that the notice is readable from all adjacent public streets; and

3. Mailing the notice by regular mail to owners of property within at least 600 feet of the boundary of the subject property.

B. The notice requirement(s) of this section shall be satisfied by substantial compliance with such requirements.

**21.29.050 Public hearing.**

A. Prior to acting on a proposed development agreement, the city council shall hold a public hearing on the proposed agreement, at which time all those wishing to speak shall be heard. The applicable department director shall prepare a notice of the public hearing that contains the following:

1. Name of the property/project to which the agreement would apply;
2. Street address and/or a description of the property in nonlegal terms;
3. Statement that a development agreement is proposed for the subject property and reference to this chapter;
4. Brief summary of the proposed development agreement;
5. Date, time and place of the hearing; and
6. Statement of the right of any person to participate in the hearing.

~~**21.29.070 Decision criteria.**~~

~~The city council may approve and enter into a proposed development agreement if the council finds, in its sole discretion, that the proposed agreement is consistent with the city's comprehensive plan, the development regulations and the purpose of this chapter, and that entering into the agreement is in the city's best interest.~~

**21.29.090 Recording.**

~~The applicant shall be responsible to record the agreement with the Snohomish County pursuant to RCW 36.70B 190. The development agreement shall include a provision that requires the applicant to record the agreement with the Snohomish County Auditor's Office.~~

**21.29.100 Mobile home park preservation.**

The owner of an existing mobile home park that is identified in policy MH-1 of the comprehensive plan may preserve the mobile home park pursuant to a development agreement that:

- A. Is processed and approved in accordance with this chapter;
- B. Preserves and maintains the mobile home park for a minimum term of five years, which term shall renew automatically for additional periods as agreed to by the city and the owner, unless

the owner notifies the city and the residents and occupants of the mobile home park in writing of termination of the development agreement at least one year before the termination date;

C. Includes special rates for water, surface water and sewer service as set forth in this code;

D. Waives all permit, approval, processing and inspection fees for any construction or repair to maintain, operate or improve the mobile home park during the agreement period, and renewals thereof; and

E. Contains additional terms and conditions that are agreed to by the owner and the city council.

**21.29.200 Development agreement in the Regional Growth Center or City Center.  
Decision Criteria.**

~~The City Council may utilize development agreements on properties located within the designated Regional Growth Center as adopted by the Puget Sound Regional Council or the Lynnwood City Center.~~

A. ~~Additional Criteria for Approval. For development agreements within the Regional Growth Center and/or City Center, in addition to the criteria of LMC 21.29.070, the City Council may enter into an development agreement if the following criteria are met:-~~

1. ~~The development agreement must be consistent with the comprehensive plan and any applicable subarea plan the City Center Subarea or Regional Growth Center Plan;~~
2. ~~The agreement must provide public benefits, including but not limited to those provided in LMC 21.29.200.C, that would not otherwise be achieved under the Code.;~~  
~~and~~
3. ~~The City Council determines the agreement serves the public interest, including but not limited to achieving the City Center Subarea the comprehensive plan and any applicable subarea plan or Regional Growth Center Plan policies vision;~~
4. ~~The property is not zoned single-family residential; and~~
5. ~~The agreement must be consistent with the purpose of this chapter.~~

B. ~~Flexibility. The development agreement may provide flexibility to the following:~~

1. ~~Flexible Development Regulations. The development agreement may provide flexibility in the development regulations by proposing alternative requirements as agreed to by City Council. In no case shall the development agreement allow uses that are not otherwise permitted under this title.~~
2. ~~Public Infrastructure Requirements. The development agreement may allow modifications to public infrastructure standards to achieve project implementation.~~
3. ~~Timing. The development agreement may provide flexibility in timing for any division of land, land use, or construction permit review, approval, expiration, or extension requirements.~~

- C. Public Benefits. The City Council may seek to balance flexibility for development with additional public benefits by incorporating public benefit elements into the development agreement. The development agreement may include, but **need** not **be** limited to, benefits such as the following:
1. Sustainability. The support of sustainability may be sought by including any of the following:
    - a. Green Building standards such as USGBC LEED or equivalent are incorporated into the development. The level of certification may be determined at time of development agreement approval.
    - b. Electric Vehicle Charging Stations are provided throughout the development and are made available to the public.
    - c. Greenhouse Gas (GhG) inventories are conducted annually and reported to the City of Lynnwood.
  2. Affordable Housing. The development may be required to provide a portion of units to be affordable **housing, as defined by RCW 84.14.010** units. The range of income qualifications, number of units, and term length shall be determined at time of development agreement approval;
  3. Park and Open Space. Development may be required to dedicate a portion of land for the use of parks and open space as consistent with the adopted **Pparks-, Rrecreation, Oopen Sspace Pplan and/or city-center parks-plan or any other applicable parks plan**. Land dedication may be used to offset Park Impact Fees per LMC 3.107;
  4. Economic Benefits. The City Council may require an Economic Benefits Analysis to be conducted prior to or following the adoption of the development agreement;
  5. Public Infrastructure. The development agreement may outline public infrastructure improvements that **serve the City Center and** are provided by the developer. These projects may be credited to applicable service, connection, or impact fees;
  6. Public Art and Placemaking. The development agreement may outline elements of public art and other placemaking methods that exceed currently adopted requirements; or
  7. Other Public Benefits. The agreement may include other public benefits as proposed by an applicant and approved by the City Council.

#### **21.29.300 Previously approved land use agreements.**

**Previously approved land use agreements including, but not limited to, contract rezones and concomitant zoning agreements shall be terminated concurrent with the approval of a development agreement applicable to the same property. Any amendments or other changes to an**

approved contract rezone, concomitant zoning agreement, or other land use agreement, shall be adopted as a development agreement.

Section 6. Effective Date: This ordinance or an approved summary thereof consisting of its title shall be published in the City's official newspaper of record and shall take effect and be in full force five days following its publication.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase or word of this ordinance.

PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXXX 2020.

APPROVED:

\_\_\_\_\_  
Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonja Springer, Finance Director

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

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NUMBER:

# McCULLOUGH HILL LEARY, PS

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August 27, 2020

Lynnwood Planning Commission  
c/o Ashley Winchell, AICP  
City of Lynnwood  
19100 44th Ave W  
Lynnwood WA 98036  
Email: [awinchell@Lynnwoodwa.gov](mailto:awinchell@Lynnwoodwa.gov)

VIA Email

Re: Binding Site Plan Code Amendment  
Comments in Support of Adoption

Dear Planning Commissioners:

We write on behalf of MGP XI Lynnwood, LLC (“Merlone Geier”) in support of the City of Lynnwood’s (“City’s”) proposed amendments to its binding site plan regulations (“Proposed Amendment”). Overall, Merlone Geier believes that the Proposed Amendment is a smart revision to provide certainty for projects subject to a development agreement that want to use a binding site plan.

As you may know, the City and Merlone Geier entered into a development agreement for the Northline Village (“Northline Village Development Agreement”). The Northline Village Development Agreement contemplates the construction of approximately 1350 new homes, 750,000 sf. of new office and retail space, parks and open space areas, among other uses, over the course of the next 15+ years adjacent to the future Sound Transit Light Rail Station at 200<sup>th</sup> Street Southwest and 44<sup>th</sup> Avenue West. Merlone Geier anticipates it will use the binding site plan process to divide land at Northline Village.

While we support the Proposed Amendment concept, Merlone Geier has two “friendly” suggested revisions. We believe these edits will provide additional clarity, certainty and predictability for the City staff and reviewers, property owners and the current and future residents of Lynnwood. Our suggested revisions are enclosed as Attachment A (new text in underline). These edits would:

- Align the timelines for review and approval of the binding site plan governed by a development agreement with the timelines contemplated in the approved development agreement; and
- Authorize City staff to defer submittal and review of certain construction-level detail site plan elements to future phases while still ensuring that all required improvements are timely built.

Merlone Geier respectfully requests that the Planning Commission incorporate these revisions into its recommendations. These edits clarify the intent of the Proposed Amendments to provide flexibility for City staff and property owners while ensuring that all public improvements are still constructed.

As always, we appreciate your consideration. We will look forward to the Planning Commission’s deliberations on this important amendment. Please feel free to contact me directly with any questions.

Sincerely,

s/ Ian S. Morrison

Enclosures

90.2-A-17

## Attachment A

Proposed revisions Development Agreement/BSP Code amendment

(proposed new text in underline/strikethrough; red text is City's initial revisions/new text).

19.75.060 Time limits, extensions, ~~and~~ effect of preliminary binding site plan approval ~~and flexibility through development agreements.~~

....

C. The applicant shall have three years from the date of preliminary approval to submit to the city a final binding site plan meeting all requirements of this chapter, except as authorized by LMC 19.75.060.D. Failure to do so will result in the expiration of preliminary binding site plan approval. However, an applicant who files a written request with the mayor's office at least 30 days before the expiration shall be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final binding site plan within the three-year period.

D. Binding site plan review and approval procedures ~~timing~~ may be revised for flexibility when associated with an approved development agreement, including modification or deferral of required submittals as authorized by LMC 19.75.035.B.7. When associated with an approved development agreement, time limits for preliminary and final binding site plan shall be established at the time of preliminary binding site plan approval. The city may require the applicant to submit a single preliminary binding site plan showing the full extent of the project. The city may approve several subsequent final binding site plans to be recorded in phases. In no case shall the time frames for the binding site plan exceed the time frames of the development agreement.

19.75.065 Methods and procedure for carrying out improvements.

If the preliminary binding site plan is approved by the mayor, the city may accept a bond or other secure method providing for and securing to the city the actual construction and installation of minimum improvements in accordance with the provisions of LMC 19.75.105 within one year by any of the following methods, except where modified in accordance with the provisions of LMC 19.75.060.D:

A. By furnishing the city of Lynnwood with a performance bond satisfactory to the city attorney, in which guarantee is given the city that the installation of the minimum improvements will be carried out as provided in LMC 19.75.060 herein and in accordance with city specifications within one year;

....



## **CITY COUNCIL ITEM 90.3-A**

### **CITY OF LYNNWOOD Executive**

---

**TITLE: Contract Award - Community Relief Funding**

**DEPARTMENT CONTACT: Julie Moore**

#### **SUMMARY:**

Through the federal CARES Act funding, the City has additional opportunity to provide funds to Lynnwood residents for the provision of economic support in connection with the emergency.

The Governor has distributed additional funding to cities under the CARES Act, and Lynnwood will receive \$594,000.

The City of Lynnwood intends to continue to work with Communities of Color Coalition (C3) to distribute these funds to Lynnwood residents in need. The initial amount of the agreement was \$200,000, and this is a proposal to increase the total amount of the agreement to not exceed \$300,000.

C3 continues to work with the public and staff will work with C3 to increase the rate of distribution for rental and mortgage relief to assist those strained by the impacts of Covid-19 on our economy.

#### **ACTION:**

Authorize the Mayor to execute a contract amendment #1 with Communities of Color Coalition for disbursing funds to Lynnwood residents through October 31, 2020, for an addition \$100,000 for a new not to exceed amount of \$300,000.

#### **BACKGROUND:**

The Community Relief workgroup requested proposals and received responses from 3 potential partners. Evaluation of the proposals was completed, and this organization was selected to provide the service.

The Council is asked to approve this agreement quickly in order to expedite funds to our residents.

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

Council approved the initial agreement with C3 at the July 6, 2020 Special Council meeting.

#### **FUNDING:**

This agreement is funded through the CARES Act grant from the US Treasury through the Washington State Department of Commerce.

#### **ADMINISTRATION RECOMMENDATION:**

approve

#### **DOCUMENT ATTACHMENTS**

Description:

Type:



No Attachments Available

## **CITY COUNCIL ITEM 90.3-B**

### **CITY OF LYNNWOOD Administrative Services**

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**TITLE: Ordinance: Budget Amendment for COVID-19 Grants**

**DEPARTMENT CONTACT: Sonja Springer, Finance Director and Corbitt Loch, Senior Manager-Strategic Planning**

#### **SUMMARY:**

The City has been notified from the Washington State Department of Commerce that we are eligible to receive additional CARES Act Funding to assist with the financial impacts of COVID-19. This budget amendment recognizes the additional grant revenue of \$594,000 as well as the related expenditures of this grant.

The city initially received a grant award of \$1,188,000 by the Washington State Department of Commerce. The additional grant award amount is \$594,000. This grant is administered by the Washington State Department of Commerce and was allocated to cities based upon population.

These funds were made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus aid, Relief, and Economic Security Act ("CARES Act"). The grant is funded entirely through the federal stimulus funding under the CARES Act provided by the US Treasury to the Governor via the Office of Financial Management.

The CARES Act funds may only be used for costs incurred by local governments in response to the COVID-19 public health emergency during the period of March 1, 2020 through November 30, 2020. The funds will be receipted and expended out of the General Fund.

The attached draft Budget Amendment Ordinance includes an increase of both revenues and expenditures of \$594,000 in the General Fund.

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

The CARES Act Funding will be distributed as follows:

##### 1) Business Relief Funds - \$300,000

This will add an additional \$300,000 towards the Business Relief Funds.

The goal for the use of these funds is to provide economic support to small businesses in the City of Lynnwood impacted by COVID-19.

The additional \$300,000 will fund grants of \$10,000 each to small businesses to be used to pay for existing operating expenses, including business rent or mortgage, payroll, utilities, inventory, marketing and improvements to meet social distancing requirements. The City Council initially allocated \$500,000 which was awarded to 50 small Lynnwood businesses.

##### 2) Community Relief Funds - \$100,000

The goal for the use of these funds is to target relief efforts to our Lynnwood community members most affected and negatively impacted by COVID-19. The City has contracted with the Communities of Color Coalition to administer a Rental / Mortgage Assistance Program. The City has already allocated \$200,000 towards this program.

**3) Reimbursement of City COVID-19 Related Expenditures: \$194,000**

These funds will be used to reimburse the City for COVID-19 related expenditures including technology costs, payroll costs, personal protective equipment (PPE) for employees and face coverings for customers, and specialized equipment.

Of the \$194,000 allocated to reimburse the City of COVID-19 related expenditures, approximately \$186,000 will go to fund a full body scanner for the Lynnwood Jail.

**BACKGROUND:**

The CARES Act funding allocation was reviewed and discussed with Council at the September 8 work session under the COVID-19 Update.

**FUNDING:**

Grant funding will come from the State Department of Commerce.

**ADMINISTRATION RECOMMENDATION:**

Adopt the 2020 budget amendment for the receipt of the COVID-19 grant and to appropriate the expenditure budget for COVID-19 grant related expenditures.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Draft Budget Ordinance</a>	Ordinance

1 **CITY OF LYNNWOOD**

2  
3 **ORDINANCE NO. \_\_\_\_**

4  
5 **AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON,**  
6 **ADOPTING AMENDMENTS TO THE 2019-2020 BIENNIAL BUDGET;**  
7 **PROVIDING FOR TRANSMITTAL OF THE AMENDED BUDGET TO**  
8 **THE STATE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE**  
9 **DATE AND SUMMARY PUBLICATION.**  
10

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11  
12 WHEREAS, on November 26, 2018, by Ordinance No. 3315, the City Council adopted a  
13 biennial budget for the years 2019-2020; and

14 WHEREAS, during the 24-month term of a biennial budget, it is customary for the City  
15 Council to consider adjustments to an adopted budget in order to advance the interests of the  
16 City; and

17 WHEREAS, on August 12, 2019, by Ordinance No. 3341, the City Council amended the  
18 adopted budget for the years 2019-2020; and

19 WHEREAS, on November 25, 2019, by Ordinance No. 3349, the City Council modified the  
20 adopted budget for the years 2019-2020; and

21 WHEREAS, on June 22, 2020, by Ordinance 3362, the City Council amended the adopted  
22 budget for the years 2019-2020; and

23 WHEREAS, on September 8, 2020, the City Council reviewed alternatives for expending  
24 an additional \$594,000 in U.S. CARES Act relief funding not previously anticipated; and

25 WHEREAS, on September 14, 2020, by Ordinance \_\_\_\_, the City Council amended the  
26 adopted budget for the years 2019-2020 for the design of the planned Community Justice Center;  
27 and

28 WHEREAS, amendment of the 2019-2020 Budget is necessary to authorize expenditures  
29 in the amount of \$594,000 to provide needed relief to the Lynnwood community during the  
30 COVID-19 pandemic, as allowed by a supplemental grant of \$594,000 from the U.S. CARES Act;  
31 and

32 WHEREAS, the City Council intends that the supplemental CARES Act grant be utilized to  
33 support local businesses and households severely impacted and threatened by the COVID-19  
34 pandemic, and for equipment needed to support law enforcement during the COVID-19  
35 pandemic; and

1 WHEREAS, on September 14, 2020, the City Council reviewed alternatives for expending  
2 the supplemental U.S. CARES Act grant and by affirmative vote confirmed that said adjustments  
3 are reasonable, consistent with applicable laws and financial policies, and further the public's  
4 health, safety and welfare, now therefore:

5 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

6 Section 1. Amendment of the 2019-2020 Biennial Budget. Revenues and expenditures of the  
7 City of Lynnwood for the fiscal years ending December 31, 2019 and 2020, are hereby modified  
8 and amended as shown in **Exhibit A** (specifically Exhibit A.6) attached hereto and incorporated  
9 herein.

10 Section 2. Transmittal. A complete copy of this ordinance shall be transmitted to the Washington  
11 State Auditor's Office and to the Association of Washington Cities.

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

16  
17 Section 4. Effective Date and Summary Publication. This ordinance or a summary thereof  
18 consisting of the title shall be published in the official newspaper of the City, and shall take effect  
19 and be in full force five (5) days after publication.  
20

21 PASSED BY THE CITY COUNCIL, the 14th day of September 2020 and approved by the  
22 Mayor this \_\_\_\_ day of September 2020.

23  
24 APPROVED:

25  
26  
27 \_\_\_\_\_  
28 Nicola Smith  
29 Mayor

30 ATTEST/AUTHENTICATED:

31  
32 \_\_\_\_\_  
33 Karen Fitzthum  
34 Acting City Clerk

35  
36 APPROVED AS TO FORM:

37  
38 \_\_\_\_\_  
39 Rosemary Larson  
40 City Attorney

Exhibit A.1

ADOPTED 2019-2020 BUDGET SUMMARY BY FUND, ORDINANCE 3315

FUND	BEGINNING FUND BALANCE	REVENUES & OTHER SOURCES	TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES	EXPENDITURES & OTHER USES	ENDING FUND BALANCE	TOTAL EXPENDITURES & ENDING FUND BALANCE
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 7,106,249	\$ 111,755,736	\$ 118,861,985	\$ 113,879,450	\$ 4,982,535	\$ 118,861,985
020 Econ Dev Infrastructure	8,103,577	3,735,721	11,839,298	7,000,000	4,839,298	11,839,298
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	627	-	627	-	627	627
101 Lodging Tax	1,173,439	3,312,808	4,486,247	3,264,539	1,221,708	4,486,247
104 Drug Enforcement	144,144	272,000	416,144	260,000	156,144	416,144
105 Criminal Justice Fund	3,431,421	1,691,000	5,122,421	2,414,000	2,708,421	5,122,421
110 Transportation Impact Fee	895,617	1,043,500	1,939,117	1,926,454	12,663	1,939,117
111 Street Operating	371,560	4,765,750	5,137,310	4,798,496	338,814	5,137,310
114 Cumulative Pk Res & Dev	63,166	27,000	90,166	26,000	64,166	90,166
116 Cumulative Art Reserve	48,254	51,000	99,254	50,000	49,254	99,254
121 Tree Reserve	289,225	30,000	319,225	55,000	264,225	319,225
128 Paths & Trails Improv	8,852	229,708	238,560	229,708	8,852	238,560
144 Solid Waste Management	50,251	88,250	138,501	108,147	30,354	138,501
180 Park Impact Fee Fund	-	2,003,000	2,003,000	2,000,000	3,000	2,003,000
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
263 LID 93-1 I-5 196TH	409,650	406,960	816,610	751,000	65,610	816,610
510 Equipment Rental Reserve	4,389,909	3,414,416	7,804,325	3,238,100	4,566,225	7,804,325
511 Equipment Rental Oper	8,238	3,373,700	3,381,938	3,375,573	6,365	3,381,938
513 Lynnwood Shop Operations	116,933	235,000	351,933	235,000	116,933	351,933
515 Self Insurance Fund	166,270	1,758,000	1,924,270	1,856,000	68,270	1,924,270
520 Technology Reserve Fund	-	241,750	241,750	80,000	161,750	241,750
<b>Total General Govt. Funds</b>	<b>\$ 32,899,859</b>	<b>\$ 142,886,775</b>	<b>\$ 175,786,634</b>	<b>\$ 150,010,719</b>	<b>\$ 25,775,915</b>	<b>\$ 175,786,634</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	16,625,673	56,851,525	73,477,198	52,195,043	21,282,155	73,477,198
412 Sewer/Water/Storm Capital	19,640,999	15,079,453	34,720,452	34,720,452	-	34,720,452
419 2010 Utility System Bonds	885,337	1,140,350	2,025,687	1,140,350	885,337	2,025,687
460 Golf Course	250,298	3,035,090	3,285,388	2,934,371	351,017	3,285,388
<b>Total Enterprise Funds</b>	<b>\$ 37,402,307</b>	<b>\$ 76,106,418</b>	<b>\$ 113,508,725</b>	<b>\$ 90,990,216</b>	<b>\$ 22,518,509</b>	<b>\$ 113,508,725</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,155,166	2,240,000	4,395,166	4,318,000	77,166	4,395,166
331 REET 1	1,162,176	2,240,000	3,402,176	3,149,153	253,023	3,402,176
333 Capital Development	961,372	2,200,000	3,161,372	3,139,000	22,372	3,161,372
357 Other Gov Capital Improv	100,000	11,100,000	11,200,000	11,200,000	-	11,200,000
360 Transportation Capital Infr.	6,844,075	53,134,830	59,978,905	56,764,830	3,214,075	59,978,905
370 Facilities Capital Infr.	150,847	3,624,153	3,775,000	3,775,000	-	3,775,000
380 Parks & Recreation Capital	21,878	10,026,900	10,048,778	10,026,900	21,878	10,048,778
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>11,395,514</b>	<b>85,865,883</b>	<b>97,261,397</b>	<b>93,672,883</b>	<b>3,588,514</b>	<b>97,261,397</b>
<b>TOTAL 2019-2020 ADOPTED BUDGET</b>	<b>\$ 81,697,680</b>	<b>\$ 304,859,076</b>	<b>\$ 386,556,756</b>	<b>\$ 334,673,818</b>	<b>\$ 51,882,938</b>	<b>\$ 386,556,756</b>

**Exhibit A.2**  
**2019-2020 AMENDED BUDGET SUMMARY BY FUND, ORDINANCE 3341**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,131,404	\$ 119,093,811	\$ 114,796,328	\$ 4,297,483	\$ 119,093,811
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
105 Criminal Justice Fund	3,778,427	1,691,000	5,469,427	2,595,939	2,873,488	5,469,427
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	241,750	241,750	80,000	161,750	241,750
<b>Total General Govt. Funds</b>	<b>\$ 34,514,937</b>	<b>\$ 144,262,443</b>	<b>\$ 178,777,380</b>	<b>\$ 151,236,506</b>	<b>\$ 27,540,874</b>	<b>\$ 178,777,380</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	56,851,525	68,200,343	52,536,027	15,664,316	68,200,343
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	36,921,210	3,029,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 76,106,418</b>	<b>\$ 112,819,950</b>	<b>\$ 93,531,958</b>	<b>\$ 19,287,992</b>	<b>\$ 112,819,950</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	11,100,000	11,227,134	11,200,000	27,134	11,227,134
360 Transportation Capital Infr.	15,708,445	53,134,830	68,843,275	65,749,841	3,093,434	68,843,275
370 Facilities Capital Infr.	497,422	3,624,153	4,121,575	3,896,657	224,918	4,121,575
380 Parks & Recreation Capital	490,519	10,026,900	10,517,419	10,059,215	458,204	10,517,419
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>85,865,883</b>	<b>108,194,307</b>	<b>102,811,866</b>	<b>5,382,441</b>	<b>108,194,307</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,556,893</b>	<b>\$ 306,234,744</b>	<b>\$ 399,791,637</b>	<b>\$ 347,580,330</b>	<b>\$ 52,211,307</b>	<b>\$ 399,791,637</b>

**Exhibit A.3**  
**2019-2020 MODIFIED BUDGET SUMMARY BY FUND, ORDINANCE # 3349**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,031,904	\$ 118,994,311	\$ 114,718,728	\$ 4,275,583	\$ 118,994,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
105 Criminal Justice Fund	3,778,427	1,691,000	5,469,427	2,595,939	2,873,488	5,469,427
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
<b>224 LID Guaranty Fund</b>	<b>325,455</b>	<b>-</b>	<b>325,455</b>	<b>150,000</b>	<b>175,455</b>	<b>325,455</b>
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	391,750	391,750	230,000	161,750	391,750
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 144,312,943</b>	<b>\$ 179,153,335</b>	<b>\$ 151,458,906</b>	<b>\$ 27,694,429</b>	<b>\$ 179,153,335</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>84,454,848</b>	<b>106,783,272</b>	<b>102,811,866</b>	<b>3,971,406</b>	<b>106,783,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 297,002,659</b>	<b>\$ 390,885,007</b>	<b>\$ 348,506,064</b>	<b>\$ 42,378,943</b>	<b>\$ 390,885,007</b>



**Exhibit A.4**  
**2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # 3362**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
<b>011 General Fund</b>	\$ 5,962,407	\$ 113,999,904	\$ 119,962,311	\$ 115,686,728	\$ 4,275,583	\$ 119,962,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
<b>105 Criminal Justice Fund</b>	3,778,427	<b>1,728,845</b>	5,507,272	<b>2,633,784</b>	2,873,488	5,507,272
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
224 LID Guaranty Fund	325,455	-	325,455	150,000	175,455	325,455
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
<b>520 Technology Reserve Fund</b>	-	<b>611,750</b>	<b>611,750</b>	<b>450,000</b>	<b>161,750</b>	<b>611,750</b>
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 145,538,788</b>	<b>\$ 180,379,180</b>	<b>\$ 152,684,751</b>	<b>\$ 27,694,429</b>	<b>\$ 180,379,180</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>84,454,848</b>	<b>106,783,272</b>	<b>102,811,866</b>	<b>3,971,406</b>	<b>106,783,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 298,228,504</b>	<b>\$ 392,110,852</b>	<b>\$ 349,731,909</b>	<b>\$ 42,378,943</b>	<b>\$ 392,110,852</b>

**Exhibit A.5**  
**2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # \_\_\_\_\_**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,999,904	\$ 119,962,311	\$ 115,686,728	\$ 4,275,583	\$ 119,962,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
<b>105 Criminal Justice Fund</b>	<b>3,778,427</b>	<b>1,728,845</b>	<b>5,507,272</b>	<b>4,025,784</b>	<b>1,481,488</b>	<b>5,507,272</b>
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
224 LID Guaranty Fund	325,455	-	325,455	150,000	175,455	325,455
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	611,750	611,750	450,000	161,750	611,750
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 145,538,788</b>	<b>\$ 180,379,180</b>	<b>\$ 154,076,751</b>	<b>\$ 26,302,429</b>	<b>\$ 180,379,180</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
<b>390 Public Safety Capital</b>	<b>-</b>	<b>2,692,000</b>	<b>2,692,000</b>	<b>2,692,000</b>	<b>-</b>	<b>2,692,000</b>
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>85,846,848</b>	<b>108,175,272</b>	<b>104,203,866</b>	<b>3,971,406</b>	<b>108,175,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 299,620,504</b>	<b>\$ 393,502,852</b>	<b>\$ 352,515,909</b>	<b>\$ 40,986,943</b>	<b>\$ 393,502,852</b>

**Exhibit A.6**  
**2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # \_\_\_\_\_**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
<b>011 General Fund</b>	<b>\$ 5,962,407</b>	<b>\$ 114,593,904</b>	<b>\$ 120,556,311</b>	<b>\$ 116,280,728</b>	<b>\$ 4,275,583</b>	<b>\$ 120,556,311</b>
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
105 Criminal Justice Fund	3,778,427	1,728,845	5,507,272	4,025,784	1,481,488	5,507,272
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
224 LID Guaranty Fund	325,455	-	325,455	150,000	175,455	325,455
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	611,750	611,750	450,000	161,750	611,750
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 146,132,788</b>	<b>\$ 180,973,180</b>	<b>\$ 154,670,751</b>	<b>\$ 26,302,429</b>	<b>\$ 180,973,180</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
390 Public Safety Capital	-	2,692,000	2,692,000	2,692,000	-	2,692,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>85,846,848</b>	<b>108,175,272</b>	<b>104,203,866</b>	<b>3,971,406</b>	<b>108,175,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 300,214,504</b>	<b>\$ 394,096,852</b>	<b>\$ 353,109,909</b>	<b>\$ 40,986,943</b>	<b>\$ 394,096,852</b>

## **CITY COUNCIL ITEM 90.3-C**

### **CITY OF LYNNWOOD Administrative Services**

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**TITLE:** Budget Amendment for Community Justice Center Design

**DEPARTMENT CONTACT:** Sonja Springer, Finance Director and Corbitt Loch, Senior Manager-Strategic Planning

#### **SUMMARY:**

An update on the Community Justice Center design was presented to Council at their September 8 Work Session.

To complete the Phase 2 design work in 2020, a budget amendment is needed to transfer an additional \$1,392,000 from the Criminal Justice Fund #105 to the Public Safety Capital Fund #390.

#### **ACTION:**

Approve the 2020 Budget Amendment to transfer \$1,392,000 from Fund #105 to Capital Fund #390.

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

**October 29, 2018** - PD Budget presentation, which included request for 1.3 million dollars out of Fund 105 for design of the Community Justice Center.

**November 5, 2018** - PD Concept Presentation of the Community Justice Center as part of Capital Facility update.

**February 20, 2019** - PD Full Presentation of the Community Justice Center project.

**March 11, 2019** - Council Unanimous Letter of Support for Community Justice Center Project and partnership with the Community Health Center of Snohomish County.

**September 9, 2019** - Council awards contract for Community Justice Center Design to MacKenzie Architects.

**January 23, 2020** - Presentation of Community Justice Center Design process to Council Finance Committee.

**February 3, 2020** – Council Discussion of Funding for Community Justice Center. Council direction to proceed with project with funding via Councilmanic bonds and debt repayment via contract housing reallocation, revenue from jail contracts and portion of Fund 105.

**September 8, 2020** - Presentation on the results of the schematic design process for the Community Justice Center. Request to proceed to the next phase of design.

#### **FUNDING:**

Funding for the Phase 2 design in 2020 will come from Criminal Justice Fund #105, which will be transferred to Public Safety Capital Fund #390 via this budget amendment of \$1,392,000. The adopted 2019-2020 budget included a \$1,300,000 transfer from Fund #105 to Fund #390; this budget amendment will increase the transfer to \$2,692,000.

#### **ADMINISTRATION RECOMMENDATION:**

Approve the budget amendment to fund the Phase 2 design work for the project.

#### **DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">2020 Budget Amendment for Community Justice Center Design</a>	Backup Material

1 **CITY OF LYNNWOOD**

2  
3 **ORDINANCE NO. \_\_\_\_**

4  
5 **AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON,**  
6 **ADOPTING AMENDMENTS TO THE 2019-2020 BIENNIAL BUDGET;**  
7 **PROVIDING FOR TRANSMITTAL OF THE AMENDED BUDGET TO**  
8 **THE STATE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE**  
9 **DATE AND SUMMARY PUBLICATION.**  
10

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11  
12 WHEREAS, on November 26, 2018, by Ordinance No. 3315, the City Council adopted a  
13 biennial budget for the years 2019-2020; and

14 WHEREAS, during the 24-month term of a biennial budget, it is customary for the City  
15 Council to consider adjustments to an adopted budget in order to advance the interests of the  
16 City; and

17 WHEREAS, on August 12, 2019, by Ordinance No. 3341, the City Council amended the  
18 adopted budget for the years 2019-2020; and

19 WHEREAS, on November 25, 2019, by Ordinance No. 3349, the City Council modified the  
20 adopted budget for the years 2019-2020; and

21 WHEREAS, on June 22, 2020, by Ordinance 3362, the City Council amended the adopted  
22 budget for the years 2019-2020; and

23 WHEREAS, during 2019-2020, the City Council has authorized funds and professional  
24 service agreements for initial design and feasibility analysis (Phase 1) for the expansion and  
25 renovation of the Community Justice Center (Criminal Justice Center); and

26 WHEREAS, on September 8, 2020, the City Council received information regarding the  
27 conceptual design and feasibility analysis (Phase 1) for an expanded/renovated Community  
28 Justice Center (CJC), and subsequently provided direction to proceed with Phase 2 design and  
29 feasibility analysis; and

30 WHEREAS, amendment of the 2019-2020 Budget is necessary to authorize expenditures  
31 in the amount of \$1,392,000 for Phase 2 of the design and feasibility analysis; and

32 WHEREAS, the City Council intends that an additional \$1,392,000 be transferred from the  
33 Criminal Justice Fund 105 to the Public Safety Capital Fund 390 to provide the monies needed for  
34 Phase 2 design and feasibility analysis for expansion/renovation of the Community Justice Center;  
35 and

1 WHEREAS, on September 8, 2020, and September 14, 2020, the City Council reviewed the  
2 budget adjustments provided herein and confirm that said adjustments are reasonable,  
3 consistent with applicable laws and financial policies, and further the public's health, safety and  
4 welfare, now therefore:

5 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

6 Section 1. Amendment of the 2019-2020 Biennial Budget. Revenues and expenditures of the  
7 City of Lynnwood for the fiscal years ending December 31, 2019 and 2020, are hereby modified  
8 and amended as shown in **Exhibit A** (specifically Exhibit A.5) attached hereto and incorporated  
9 herein.

10 Section 2. Transmittal. A complete copy of this ordinance shall be transmitted to the Washington  
11 State Auditor's Office and to the Association of Washington Cities.

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

16  
17 Section 4. Effective Date and Summary Publication. This ordinance or a summary thereof  
18 consisting of the title shall be published in the official newspaper of the City, and shall take effect  
19 and be in full force five (5) days after publication.  
20

21 PASSED BY THE CITY COUNCIL, the 14th day of September 2020 and approved by the  
22 Mayor this \_\_\_\_ day of June 2020.  
23

24 APPROVED:

25  
26  
27 \_\_\_\_\_  
28 Nicola Smith  
29 Mayor

30 ATTEST/AUTHENTICATED:  
31  
32  
33

34 \_\_\_\_\_  
35 Karen Fitzthum  
36 Acting City Clerk

37 APPROVED AS TO FORM:  
38  
39  
40 \_\_\_\_\_

- 1 Rosemary Larson
- 2 City Attorney



Exhibit A.1

ADOPTED 2019-2020 BUDGET SUMMARY BY FUND, ORDINANCE 3315

FUND	BEGINNING FUND BALANCE	REVENUES & OTHER SOURCES	TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES	EXPENDITURES & OTHER USES	ENDING FUND BALANCE	TOTAL EXPENDITURES & ENDING FUND BALANCE
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 7,106,249	\$ 111,755,736	\$ 118,861,985	\$ 113,879,450	\$ 4,982,535	\$ 118,861,985
020 Econ Dev Infrastructure	8,103,577	3,735,721	11,839,298	7,000,000	4,839,298	11,839,298
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	627	-	627	-	627	627
101 Lodging Tax	1,173,439	3,312,808	4,486,247	3,264,539	1,221,708	4,486,247
104 Drug Enforcement	144,144	272,000	416,144	260,000	156,144	416,144
105 Criminal Justice Fund	3,431,421	1,691,000	5,122,421	2,414,000	2,708,421	5,122,421
110 Transportation Impact Fee	895,617	1,043,500	1,939,117	1,926,454	12,663	1,939,117
111 Street Operating	371,560	4,765,750	5,137,310	4,798,496	338,814	5,137,310
114 Cumulative Pk Res & Dev	63,166	27,000	90,166	26,000	64,166	90,166
116 Cumulative Art Reserve	48,254	51,000	99,254	50,000	49,254	99,254
121 Tree Reserve	289,225	30,000	319,225	55,000	264,225	319,225
128 Paths & Trails Improv	8,852	229,708	238,560	229,708	8,852	238,560
144 Solid Waste Management	50,251	88,250	138,501	108,147	30,354	138,501
180 Park Impact Fee Fund	-	2,003,000	2,003,000	2,000,000	3,000	2,003,000
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
263 LID 93-1 I-5 196TH	409,650	406,960	816,610	751,000	65,610	816,610
510 Equipment Rental Reserve	4,389,909	3,414,416	7,804,325	3,238,100	4,566,225	7,804,325
511 Equipment Rental Oper	8,238	3,373,700	3,381,938	3,375,573	6,365	3,381,938
513 Lynnwood Shop Operations	116,933	235,000	351,933	235,000	116,933	351,933
515 Self Insurance Fund	166,270	1,758,000	1,924,270	1,856,000	68,270	1,924,270
520 Technology Reserve Fund	-	241,750	241,750	80,000	161,750	241,750
<b>Total General Govt. Funds</b>	<b>\$ 32,899,859</b>	<b>\$ 142,886,775</b>	<b>\$ 175,786,634</b>	<b>\$ 150,010,719</b>	<b>\$ 25,775,915</b>	<b>\$ 175,786,634</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	16,625,673	56,851,525	73,477,198	52,195,043	21,282,155	73,477,198
412 Sewer/Water/Storm Capital	19,640,999	15,079,453	34,720,452	34,720,452	-	34,720,452
419 2010 Utility System Bonds	885,337	1,140,350	2,025,687	1,140,350	885,337	2,025,687
460 Golf Course	250,298	3,035,090	3,285,388	2,934,371	351,017	3,285,388
<b>Total Enterprise Funds</b>	<b>\$ 37,402,307</b>	<b>\$ 76,106,418</b>	<b>\$ 113,508,725</b>	<b>\$ 90,990,216</b>	<b>\$ 22,518,509</b>	<b>\$ 113,508,725</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,155,166	2,240,000	4,395,166	4,318,000	77,166	4,395,166
331 REET 1	1,162,176	2,240,000	3,402,176	3,149,153	253,023	3,402,176
333 Capital Development	961,372	2,200,000	3,161,372	3,139,000	22,372	3,161,372
357 Other Gov Capital Improv	100,000	11,100,000	11,200,000	11,200,000	-	11,200,000
360 Transportation Capital Infr.	6,844,075	53,134,830	59,978,905	56,764,830	3,214,075	59,978,905
370 Facilities Capital Infr.	150,847	3,624,153	3,775,000	3,775,000	-	3,775,000
380 Parks & Recreation Capital	21,878	10,026,900	10,048,778	10,026,900	21,878	10,048,778
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>11,395,514</b>	<b>85,865,883</b>	<b>97,261,397</b>	<b>93,672,883</b>	<b>3,588,514</b>	<b>97,261,397</b>
<b>TOTAL 2019-2020 ADOPTED BUDGET</b>	<b>\$ 81,697,680</b>	<b>\$ 304,859,076</b>	<b>\$ 386,556,756</b>	<b>\$ 334,673,818</b>	<b>\$ 51,882,938</b>	<b>\$ 386,556,756</b>

Exhibit A.2  
2019-2020 AMENDED BUDGET SUMMARY BY FUND, ORDINANCE 3341

FUND	BEGINNING FUND BALANCE	REVENUES & OTHER SOURCES	TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES	EXPENDITURES & OTHER USES	ENDING FUND BALANCE	TOTAL EXPENDITURES & ENDING FUND BALANCE
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,131,404	\$ 119,093,811	\$ 114,796,328	\$ 4,297,483	\$ 119,093,811
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
105 Criminal Justice Fund	3,778,427	1,691,000	5,469,427	2,595,939	2,873,488	5,469,427
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	241,750	241,750	80,000	161,750	241,750
<b>Total General Govt. Funds</b>	<b>\$ 34,514,937</b>	<b>\$ 144,262,443</b>	<b>\$ 178,777,380</b>	<b>\$ 151,236,506</b>	<b>\$ 27,540,874</b>	<b>\$ 178,777,380</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	56,851,525	68,200,343	52,536,027	15,664,316	68,200,343
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	36,921,210	3,029,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 76,106,418</b>	<b>\$ 112,819,950</b>	<b>\$ 93,531,958</b>	<b>\$ 19,287,992</b>	<b>\$ 112,819,950</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	11,100,000	11,227,134	11,200,000	27,134	11,227,134
360 Transportation Capital Infr.	15,708,445	53,134,830	68,843,275	65,749,841	3,093,434	68,843,275
370 Facilities Capital Infr.	497,422	3,624,153	4,121,575	3,896,657	224,918	4,121,575
380 Parks & Recreation Capital	490,519	10,026,900	10,517,419	10,059,215	458,204	10,517,419
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>85,865,883</b>	<b>108,194,307</b>	<b>102,811,866</b>	<b>5,382,441</b>	<b>108,194,307</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,556,893</b>	<b>\$ 306,234,744</b>	<b>\$ 399,791,637</b>	<b>\$ 347,580,330</b>	<b>\$ 52,211,307</b>	<b>\$ 399,791,637</b>

Exhibit A.3

2019-2020 MODIFIED BUDGET SUMMARY BY FUND, ORDINANCE # 3349

FUND	BEGINNING FUND BALANCE	REVENUES & OTHER SOURCES	TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES	EXPENDITURES & OTHER USES	ENDING FUND BALANCE	TOTAL EXPENDITURES & ENDING FUND BALANCE
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,031,904	\$ 118,994,311	\$ 114,718,728	\$ 4,275,583	\$ 118,994,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
105 Criminal Justice Fund	3,778,427	1,691,000	5,469,427	2,595,939	2,873,488	5,469,427
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
<b>224 LID Guaranty Fund</b>	<b>325,455</b>	<b>-</b>	<b>325,455</b>	<b>150,000</b>	<b>175,455</b>	<b>325,455</b>
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	391,750	391,750	230,000	161,750	391,750
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 144,312,943</b>	<b>\$ 179,153,335</b>	<b>\$ 151,458,906</b>	<b>\$ 27,694,429</b>	<b>\$ 179,153,335</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>84,454,848</b>	<b>106,783,272</b>	<b>102,811,866</b>	<b>3,971,406</b>	<b>106,783,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 297,002,659</b>	<b>\$ 390,885,007</b>	<b>\$ 348,506,064</b>	<b>\$ 42,378,943</b>	<b>\$ 390,885,007</b>

**Exhibit A.4**

**2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # 3362**

<b>FUND</b>	<b>BEGINNING FUND BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>TOTAL BEGINNING FUND BALANCE &amp; REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURES &amp; OTHER USES</b>	<b>ENDING FUND BALANCE</b>	<b>TOTAL EXPENDITURES &amp; ENDING FUND BALANCE</b>
<b>GENERAL GOVERNMENT</b>						
<b>011 General Fund</b>	\$ 5,962,407	\$ 113,999,904	\$ 119,962,311	\$ 115,686,728	\$ 4,275,583	\$ 119,962,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
<b>105 Criminal Justice Fund</b>	3,778,427	<b>1,728,845</b>	5,507,272	<b>2,633,784</b>	2,873,488	5,507,272
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
224 LID Guaranty Fund	325,455	-	325,455	150,000	175,455	325,455
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
<b>520 Technology Reserve Fund</b>	-	<b>611,750</b>	<b>611,750</b>	<b>450,000</b>	<b>161,750</b>	<b>611,750</b>
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 145,538,788</b>	<b>\$ 180,379,180</b>	<b>\$ 152,684,751</b>	<b>\$ 27,694,429</b>	<b>\$ 180,379,180</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
390 Public Safety Capital	-	1,300,000	1,300,000	1,300,000	-	1,300,000
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>84,454,848</b>	<b>106,783,272</b>	<b>102,811,866</b>	<b>3,971,406</b>	<b>106,783,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 298,228,504</b>	<b>\$ 392,110,852</b>	<b>\$ 349,731,909</b>	<b>\$ 42,378,943</b>	<b>\$ 392,110,852</b>

Exhibit A.5

2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # \_\_\_\_\_

FUND	BEGINNING FUND BALANCE	REVENUES & OTHER SOURCES	TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES	EXPENDITURES & OTHER USES	ENDING FUND BALANCE	TOTAL EXPENDITURES & ENDING FUND BALANCE
<b>GENERAL GOVERNMENT</b>						
011 General Fund	\$ 5,962,407	\$ 113,999,904	\$ 119,962,311	\$ 115,686,728	\$ 4,275,583	\$ 119,962,311
020 Econ Dev Infrastructure	9,444,064	3,735,721	13,179,785	7,000,000	6,179,785	13,179,785
098 Revenue Stabilization	6,000,000	-	6,000,000	-	6,000,000	6,000,000
099 Program Development	15,627	-	15,627	-	15,627	15,627
101 Lodging Tax	1,151,905	3,312,808	4,464,713	3,264,539	1,200,174	4,464,713
104 Drug Enforcement	205,661	272,000	477,661	260,000	217,661	477,661
<b>105 Criminal Justice Fund</b>	<b>3,778,427</b>	<b>1,728,845</b>	<b>5,507,272</b>	<b>4,025,784</b>	<b>1,481,488</b>	<b>5,507,272</b>
110 Transportation Impact Fee	1,510,878	1,043,500	2,554,378	1,926,454	627,924	2,554,378
111 Street Operating	122,208	4,765,750	4,887,958	4,798,496	89,462	4,887,958
114 Cumulative Pk Res & Dev	74,718	27,000	101,718	26,000	75,718	101,718
116 Cumulative Art Reserve	48,402	51,000	99,402	50,000	49,402	99,402
121 Tree Reserve	217,465	30,000	247,465	55,000	192,465	247,465
128 Paths & Trails Improv	71,401	229,708	301,109	293,526	7,583	301,109
144 Solid Waste Management	67,454	88,250	155,704	108,147	47,557	155,704
180 Park Impact Fee Fund	51,622	2,003,000	2,054,622	2,000,000	54,622	2,054,622
203 General Govt Debt Service	-	1,000,000	1,000,000	1,000,000	-	1,000,000
215 800 Mzh Debt Service	11,776	138,200	149,976	149,976	-	149,976
223 Rec Center 2012 LTGO	110,701	3,313,276	3,423,977	3,313,276	110,701	3,423,977
224 LID Guaranty Fund	325,455	-	325,455	150,000	175,455	325,455
263 LID 93-1 I-5 196TH	871,885	406,960	1,278,845	751,000	527,845	1,278,845
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,301,252	4,398,946	7,700,198
511 Equipment Rental Oper	184,589	3,373,700	3,558,289	3,375,573	182,716	3,558,289
513 Lynnwood Shop Operations	157,783	235,000	392,783	235,000	157,783	392,783
515 Self Insurance Fund	170,182	1,758,000	1,928,182	1,856,000	72,182	1,928,182
520 Technology Reserve Fund	-	611,750	611,750	450,000	161,750	611,750
<b>Total General Govt. Funds</b>	<b>\$ 34,840,392</b>	<b>\$ 145,538,788</b>	<b>\$ 180,379,180</b>	<b>\$ 154,076,751</b>	<b>\$ 26,302,429</b>	<b>\$ 180,379,180</b>
<b>ENTERPRISE FUNDS</b>						
411 Utility Operations	11,348,818	48,979,975	60,328,793	52,678,361	7,650,432	60,328,793
412 Sewer/Water/Storm Capital	24,871,602	15,079,453	39,951,055	37,482,210	2,468,845	39,951,055
419 2010 Utility System Bonds	276,566	1,140,350	1,416,916	1,140,350	276,566	1,416,916
460 Golf Course	216,546	3,035,090	3,251,636	2,934,371	317,265	3,251,636
<b>Total Enterprise Funds</b>	<b>\$ 36,713,532</b>	<b>\$ 68,234,868</b>	<b>\$ 104,948,400</b>	<b>\$ 94,235,292</b>	<b>\$ 10,713,108</b>	<b>\$ 104,948,400</b>
<b>CAPITAL FUNDS</b>						
330 REET 2	2,741,162	2,240,000	4,981,162	4,318,000	663,162	4,981,162
331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
333 Capital Development	961,917	2,200,000	3,161,917	3,139,000	22,917	3,161,917
357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
360 Transportation Capital Infr.	15,708,445	52,753,795	68,462,240	66,779,841	1,682,399	68,462,240
370 Facilities Capital Infr.	497,422	3,490,934	3,988,356	3,896,657	91,699	3,988,356
380 Parks & Recreation Capital	490,519	10,160,119	10,650,638	10,059,215	591,423	10,650,638
<b>390 Public Safety Capital</b>	<b>-</b>	<b>2,692,000</b>	<b>2,692,000</b>	<b>2,692,000</b>	<b>-</b>	<b>2,692,000</b>
<b>Total Capital Funds</b>	<b>22,328,424</b>	<b>85,846,848</b>	<b>108,175,272</b>	<b>104,203,866</b>	<b>3,971,406</b>	<b>108,175,272</b>
<b>TOTAL 2019-2020 AMENDED BUDGET</b>	<b>\$ 93,882,348</b>	<b>\$ 299,620,504</b>	<b>\$ 393,502,852</b>	<b>\$ 352,515,909</b>	<b>\$ 40,986,943</b>	<b>\$ 393,502,852</b>

## **CITY COUNCIL ITEM 90.3-D**

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

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**TITLE: Ordinances: Six-Year Capital Facilities Plan (CFP) 2021-2026 and Six-Year Transportation Improvement Program (TIP) 2021-2026**

**DEPARTMENT CONTACT: Sadia Faiza and David Mach**

#### **SUMMARY:**

The City Council held a Public Hearing for the Six-Year Capital Facilities Plan (CFP) and Six-Year Transportation Improvement Program (TIP) on August 10, 2020. Staff recommends that the Council adopt two different ordinances (one for the CFP and one for the TIP) at the September 14, 2020 meeting.

#### **ACTION:**

- 1) Adopt ordinance \_\_\_\_\_, an ordinance adopting the Capital Facilities Plan for the City of Lynnwood for the period 2021 through 2026; and providing for an effective date, severability, and summary publication.
- 2) Adopt ordinance \_\_\_\_\_, an ordinance adopting a six-year Transportation Improvement Program (TIP) 2021-2026 for the City of Lynnwood to be filed with the Washington State Secretary of Transportation; providing for severability, and effective date, and for summary publication.

#### **BACKGROUND:**

The proposed Capital Facilities Plan (CFP) which includes the Six-Year Transportation Improvement Program (TIP) covers the next six years, 2021-2026. The projects are derived directly from the prior CFP, 2020-2025, with minor modifications. New projects are also added. All the projects are based on policies set forth in the City of Lynnwood Comprehensive Plan. Having an adopted Six-Year CFP allows the City of Lynnwood to compete for federal and state grants and to meet other state and/or federal requirements.

#### **Capital Facilities Plan (CFP)**

Consistent with RCW 36.70A.070(3) and RCW 36.70A.130, the CFP identifies specific projects including public buildings, parks and recreation facilities, transportation, utilities systems and information technologies and must be adopted yearly by the City Council. The CFP and TIP reports were attached to the work session item of September 8, 2020 and are available on the City's website at the following link:

<https://www.lynnwoodwa.gov/files/sharedassets/public/administrative-services/budget-docs/2021-2026-draft-cfp.pdf>

#### **Transportation Improvement Program (TIP)**

Consistent with RCW 35.77.010 and RCW 36.81.121, the TIP identifies the transportation projects (a subset of the CFP) and must be adopted yearly by the City Council. The TIP is combined with the CFP to simplify the process.

The Planning Commission reviewed the proposed CFP on July 09, 2020 and they made a recommendation of approval and forwarded to the City Council for review and adoption. A public hearing was held on August 10, 2020 at City Council as well.

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

Vision/Mission/Goals: The Lynnwood Community Vision states that the City is to “Invest in efficient, integrated, local and regional transportation systems”, and “be a city that is responsive to the wants and needs of our citizens.” The 2021-2026 Six-year Capital Facilities Plan supports that vision and results in important improvements to the City's infrastructure that links the City of Lynnwood's programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The projects listed in this Six-year Capital Facilities Plan shows the City's commitment to listen to the needs of our citizens.

## **DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">CFP-TIP Council QA</a>	Backup Material
<a href="#">Ordinance CFP</a>	Ordinance
<a href="#">Ordinance TIP</a>	Ordinance

## **Capital Facilities Plan/Transportation Improvement Program**

### **August 10, 2020 Public Hearing Council Questions**

1) Question from Council Member Cotton: What is the status of the traffic analysis to look at alternatives to the future new city center 194<sup>th</sup> Street project through the convention center site?

Answer: The city has hired a traffic consultant to re-review the future growth anticipated for city center, the need for this new street and potential alternatives to this street. Staff plans to bring these findings back to Council at a future work session in conjunction with other City Center items later this year.

2) Question from Council Vice President Sessions and Council Member Cotton: What is the status of the School Safety? Specifically, for Lynndale Elementary and Lynndale Park?

Answer: The city has hired a consultant to assess each elementary school in the city, conduct walk audits, identify areas of concern, and develop recommendations. Staff plans to bring these findings back to Council at a future work session in September, pending scheduling.

3) Question from Council Member Hurst: What is the status of the 196<sup>th</sup>/36<sup>th</sup> pedestrian crossing safety concerns?

Answer: There have been some concerns that cars traveling eastbound on 196<sup>th</sup> and turning right to enter the freeway southbound on-ramp do not come to full stops on red lights and are generally unaware if someone is in the crosswalk. Staff has reviewed this in more detail and intends to implement some measures to help improve the situation. Construction is soon to begin on the 196<sup>th</sup> improvement project which will include various pedestrian safety improvements to this intersection including:

- Wider crosswalks
- Crosswalks with differentiated coloring/scoring
- Wider Curb Ramps
- Stop bar further back from existing stop bar for improved sight distance
- Better illumination for visibility

4) Question from Council Member Hurst: What do the letters stand for in the funding status column of the project matrix?

Answer: The various letters represent the following:

F = funded

P = partially funded

N = not funded

\* = has some funding in the current biennium

Staff has added a legend to the project matrix for clarification.





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN  
FOR THE CITY OF LYNNWOOD FOR THE PERIOD 2021  
THROUGH 2026; AND PROVIDING FOR AN EFFECTIVE  
DATE, SEVERABILITY, AND SUMMARY PUBLICATION.**

WHEREAS, the City of Lynnwood has adopted a Comprehensive Plan and has amended it in accordance with the requirements of Chapter 36.70A RCW (The Growth Management Act); and

WHEREAS, the Growth Management Act requires a Capital Facilities plan as mandatory element of the City's Comprehensive Plan; and

WHEREAS, the Growth Management Act (RCW 36.70A.130) allows the City to amend the Capital Facilities Element of the Comprehensive Plan concurrently with the adoption of the budget; and

WHEREAS, the Capital Facility Plan provides the six-year capital facility program for the Capital Facilities and Utilities Element of the City's Comprehensive plan;

WHEREAS, the City Council held a public hearing on August 10, 2020 on the Capital Facilities Plan provided for in this ordinance and determined that the Capital Facilities Plan in conjunction with the Capital Facilities and Utilities Elements are consistent with RCW 36.70A.070(3) and the Comprehensive Plan and are desirable and are in the public interest and welfare; and

WHEREAS, the City Council adopted Resolution 2003-16 establishing a Capital Project Authorization Process that identifies the approving ordinance (of the Capital Facilities Plan) as a plan of action wherein no final approval to proceed with specific projects is made; Projects defined in the 2021–2026 Capital Facilities Plan requires specific authorization and appropriation by the Council in a subsequent Budget approval, and

THE COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

**SECTION 1: Capital Facilities Plan.** That portion of the Comprehensive Plan entitled The Six-Year Capital Facilities Plan (2020-2025): is hereby amended and replaced by "The Six-Year

Capital Facilities Plan (2021-2026)", which document is incorporated and adopted herein by reference. All projects in the Plan are approved for general "internal" planning purposes only, and specific authorization and appropriation by the Council of a capital project shall by ordinance and shall be required for each capital project of the city.

**SECTION 2: Severability.** If any section, subsection, sentence, clause, phrase or word of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof, shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

**SECTION 3: Effective Date and Summary Publication.** This Ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication of an approved summary thereof consisting of the title.

PASSED BY THE CITY COUNCIL, the 14<sup>th</sup> day of September 2020.

APPROVED:

\_\_\_\_\_  
Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonja Springer, Finance Director

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

FILED WITH ADMINISTRATIVE SERVICES: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NUMBER: \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A SIX-YEAR TRANSPORTATION  
IMPROVEMENT PROGRAM (TIP) 2021-2026 FOR THE CITY OF  
LYNNWOOD TO BE FILED WITH THE WASHINGTON STATE  
SECRETARY OF TRANSPORTATION; PROVIDING FOR  
SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY  
PUBLICATION.**

WHEREAS RCW 35.77.010 requires that the legislative body of each city and town shall prepare and adopt a "Comprehensive Transportation Program" for the ensuing six calendar years to serve as a guide in carrying out a coordinated street construction program, and that said legislative body shall annually thereafter review, amend as necessary and readopt said Comprehensive Transportation Program; and

WHEREAS in compliance with RCW 35.77.010 there exists a Six Year Transportation Improvement Program (TIP) for the City of Lynnwood identifying streets, types of improvements needed and estimated costs; and

WHEREAS the transportation facility planning is an element of the City Comprehensive Plan adopted by Ordinance 3142 on June 22, 2015, as amended; and

WHEREAS the City Council of the City of Lynnwood has reviewed the work accomplished under said Program, determined current and future City street and arterial needs, and based on these findings has prepared a Six-Year Comprehensive Transportation Program for the next ensuing six years; and

WHEREAS after due notice, a hearing on the proposed Program was held by the City Council in accordance with RCW 35.77.010; and

WHEREAS it has been found that there will be no significant adverse environmental impacts associated with the listing of the projects in the proposed Program;

THE COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

**SECTION 1.** That the transportation projects of the 2021-2026 Capital Facilities Plan attached to this ordinance is designated and adopted as the official: "Six-Year Transportation Improvement Program (TIP): 2021-2026" of the City of Lynnwood, Washington.

**SECTION 2.** That the Director of Public Works, or his designee, is hereby directed to file with the Secretary of Transportation of the State of Washington a certified copy of this ordinance and relevant documents.

**SECTION 3: Severability.** If any section, subsection, sentence, clause, phrase or word of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof, shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

**SECTION 4: Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED BY THE CITY COUNCIL, the 14<sup>th</sup> day of September 2020.

APPROVED:

\_\_\_\_\_  
Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonja Springer, Finance Director

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

FILED WITH ADMINISTRATIVE SERVICES: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NUMBER: \_\_\_\_\_

## CITY COUNCIL ITEM 90.3-E

### CITY OF LYNNWOOD City Council

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**TITLE:** Executive Session, if needed

**DEPARTMENT CONTACT:** Nicola Smith, Mayor

#### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

No Attachments Available