

**LYNNWOOD
CITY COUNCIL
Work Session**

Date: Monday, December 7, 2020

Time: 6:00 PM

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

6:00 PM	A	Comments and Questions on Memo Items
6:05 PM	B	Interview: Civil Service Commissioner Candidate Patrick Decker
6:20 PM	C	2021 City of Lynnwood Salary Schedule
6:35 PM	D	Ordinance: Establishing the Department of Development and Business Services
6:55 PM	E	Ordinance: Economic Development Infrastructure Fund Amendment
7:10 PM	F	Ordinance- Amend Fee Schedule
7:25 PM	G	Ordinance - 2019-2020 Budget Amendments
7:45 PM	H	Break
7:55 PM	I	Restoring City Code Provisions Relating to Elected Officials' Salaries
8:10 PM	J	Mayor Comments and Questions
8:15 PM	K	Council President and Council Comments
8:20 PM	L	Executive Session, If Needed
		Adjourn

Memorandums for Future Agenda Items:

M-1	Board and Commission Reappointment: Planning Commission
M-2	Board and Commission Reappointments: Tourism Advisory Committee / Lodging Tax Advisory Committee
M-3	Ordinance - Remove Reference to Lynnwood Fire Department from Lynnwood Civil Service Commission
M-4	Interlocal Agreement: with South County Fire for City Fleet Services
M-5	Interlocal Agreement - City of Edmonds - 76th Ave Overlay Project
M-6	Interlocal Agreement: with WSDOT for Paving 196th St SW Project

Memorandums for Your Information:

FYI-1	Housing Action Plan Update
FYI-2	FYI: Poplar Bridge Property Acquisition Agreement over \$100K

Contact: Executive Office (425) 670-5001

CITY COUNCIL ITEM A

CITY OF LYNNWOOD Executive

TITLE: Comments and Questions on Memo Items

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM B

CITY OF LYNNWOOD Human Resources

TITLE: Interview: Civil Service Commissioner Candidate Patrick Decker

DEPARTMENT CONTACT: Lori Charles

SUMMARY:

Position 3 of the Civil Service Commission is currently vacant. The Mayor recommends Patrick Decker to fill the vacancy.

ACTION:

Interview Patrick Decker, applicant for the Civil Service Commission.

BACKGROUND:

Mr. Decker submitted his application on October 27th, 2020. Mr. Decker attended a Civil Service Commission meeting on November 4th and was interviewed by Lori Charles, Human Resources Manager, on November 5th. Mr. Decker was interviewed by Mayor Smith on December 3, 2020. Mr. Decker lives within the boundaries of the City of Lynnwood.

Current members of the Civil Service Commission include Ed dos Remedios and Loren Simmonds.

ADMINISTRATION RECOMMENDATION:

Interview Patrick Decker.

DOCUMENT ATTACHMENTS

Description:	Type:
P. Decker - Cvl Srv Application	Backup Material

Board and Commission Application




Submission date: 27 October 2020, 1:35PM

Receipt number: 48

Related form version: 2

Question	Response
All Are Welcome	
Name	Patrick Decker
Address	
Phone	
Alternate Phone	
Email Address	
Are you a registered voter in the City of Lynnwood?	Yes
Are you a registered voter somewhere else?	No
Please choose the Board or Commission for which you are applying	Civil Service Commission
Why are you interested in serving on this board or commission?	I am a long time resident of Lynnwood. I served previously on the Planning Commission, and served as Commission Chair. I have a deep, vested interest in helping Lynnwood remaining a safe, thriving, vibrant community.
What do you perceive as the role of a board or commission member?	Review and oversight of personnel activities related to individuals serving as Civil Servants for the city. Essentially, ensuring proper procedures are followed, fairness is ensured, we hire strong Civic Servants and support them properly.
How would you represent the interests of the community?	Residents of Lynnwood need to ensure we identify, hire and support the best individuals we can to serve in Civil positions in this city. The tone, temperament, demeanor, and attitude of our Civil Servants is essential to a healthy community. I am of a demographic that bridges cultures and ages. I am a home owner, and I have invested heavily in this community. I am a very open and fair person who feels justice is critical, but empathy is essential. I have many years of experience receiving, reviewing, considering and implementing the ideas of our Lynnwood Community.
List any experiences that may assist you in serving in this role.	Lynnwood Planning Commission; Lynnwood Planning Commission Chair; Lynnwood High School Senior Project Mentor; University of Washington Alumni - Student Mentor; Longtime member of Cops and Clergy Organization

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<p>List any other information you would like us to consider.</p>	<p>I am dedicated to ensuring Lynnwood is a safe, diverse, friendly city today, tomorrow, and for decades to come. I own my home here in Lynnwood, I raised my sons here, and I plan to retire here. I have decades of investment in this city and I plan to do all I can to ensure this city continues to be a great place to live, raise a family, conduct business, and enjoy the physical and community beauty of our city. Our city is at an inflection point, with the new light rail scheduled to be completed in a few years. That will bring both opportunities and challenges to Lynnwood. Our Civil Servants are on the front edge of managing those opportunities, and mitigating those challenges. Ensuring we have well qualified, experienced, trustworthy, amicable individuals in those roles is critical to success, welfare, and happiness of our community.</p>	
<p>Optional resume upload</p>		
<p>Date</p>		

CITY COUNCIL ITEM C

CITY OF LYNNWOOD Human Resources

TITLE: 2021 City of Lynnwood Salary Schedule

DEPARTMENT CONTACT: Sonja Springer/Evan Chinn

SUMMARY:

The attached Ordinance and 2021 City of Lynnwood Salary Schedule reflects the 2021 Cost of Living Adjustments in accordance with Council approved labor agreements with the Lynnwood Police Guild representing the City's Police Officers and Sergeants, the Lynnwood Police Guild representing the City's Police Supportive Service Employees, the Police Management Guild, Teamsters Local 763 and AFSCME Local 3035. The attached Ordinance and 2021 Salary Schedule also reflects the 2021 Cost of Living Adjustment for non-represented employees who are covered by the General Salary Ordinance.

The attached Ordinance and 2021 Salary Schedule also reflects the updates associated with the Development and Business Services Department including position deletions and additions and the pay grades associated with the position additions.

The attached Ordinance and 2021 Salary Schedule also reflects the addition of the Custodian and Lead Custodian positions and their associated pay grades in the Public Works Department as well as the addition of the Race and Social Justice Coordinator position in the Executive Department with the associated pay grade.

Finally, we have made some clerical/housekeeping adjustments to the Job Class designations in the 2021 City of Lynnwood Salary Schedule.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

ACTION:

Approve the 2021 City of Lynnwood Salary Schedule.

PREVIOUS COUNCIL ACTIONS:

The Lynnwood City Council approved the 2020 - 2022 Collective Bargaining Agreement with AFSCME which includes a 2021 cost of living adjustment increase in the amount of 3.0%

The Lynnwood City Council approved the 2019 - 2021 Collective Bargaining Agreement with Teamsters which includes a 2021 cost of living adjustment increase in the amount of 3.5%.

The Lynnwood City Council approved the 2019 - 2021 Collective Bargaining Agreement with the Lynnwood Police Guild representing Police Officers and Sergeants which includes a 2021 cost of living adjustment increase of 100% of CPI-W which equals 1.0%.

The Lynnwood City Council approved the 2019 - 2021 Collective Bargaining Agreement with the Lynnwood Police Guild representing Police Supportive Services which includes a 2021 cost of living adjustment increase of 100% of CPI-W which equals 1.0%.

The Lynnwood City Council approved the 2019 - 2021 Collective Bargaining Agreement with the

Lynnwood Police Management Guild which includes a 2021 cost of living adjustment increase of 100% of CPI-W which equals 1.0%.

Additionally, the Lynnwood City Council has adopted the 2021-2022 Budget which includes a cost of living adjustment increase of .9% for non-represented employees, the additional positions in Public Works and Executive Departments and the position changes related to the Development and Business Service Department .

ADMINISTRATION RECOMMENDATION:

Approve the 2021 City of Lynnwood Salary Schedule.

DOCUMENT ATTACHMENTS

Description:	Type:
<u>2021 Salary Schedule Ordinance</u>	Ordinance
<u>2021 City of Lynnwood Salary Schedule</u>	Backup Material

CITY OF LYNNWOOD
ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD,
WASHINGTON RELATING TO CLASSIFICATION OF CITY EMPLOYEE
POSITIONS; AMENDING EXHIBIT A TO ORDINANCE NUMBER 3242,
AS AMENDED BY ORDINANCE NUMBER 3355; AND PROVIDING
FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY
PUBLICATION

WHEREAS, the City Council of the City of Lynnwood has authority to create and delete employee positions in the City and to establish and amend pay grade classifications and compensation amounts for employee positions in the City; and

WHEREAS, LMC 2.48.175 provides that the City's position pay grades and the base pay plan for position grades shall be as established in the salary schedule adopted by ordinance of the City Council; and

WHEREAS, in enacting Ordinance 3355 February 24, 2020, the City Council adopted Exhibit A titled City of Lynnwood 2020 Salary Schedule which established the salary schedule for City employees based upon pay grade classifications for City employee positions; and

WHEREAS, as provided by LMC 2.48.175, it is necessary that the adopted salary schedule be amended, modified, superseded, repealed, or reenacted from time to time; and

WHEREAS, the approved 2020 - 2022 AFSCME collective bargaining agreement includes a 2021 cost of living adjustment increase in the amount of 3.0%; and

WHEREAS, the approved 2019 – 2021 Teamsters collective bargaining agreement includes a 2021 cost of living adjustment increase of 3.5%; and

WHEREAS, the approved 2019 – 2021 Lynnwood Police Guild collective bargaining agreement representing Police Officers and Sergeants includes a 2021 cost of living adjustment of 100% of CPI-W which equals 1.0%; and

WHEREAS, the approved 2019 – 2021 Lynnwood Police Guild collective bargaining agreement representing Police Supportive Services Employees includes a 2021 cost of living adjustment of 100% of CPI-W which equals 1.0%; and

WHEREAS, the 2019 – 2021 Lynnwood Police Management Guild collective bargaining agreement includes a 2021 cost of living adjustment of 100% of CPI-W which equals 1.0%; and

35 WHEREAS, the City Council adopted the 2021 – 2022 City of Lynnwood Budget which
36 includes funding for a 2021 cost of living increase of .9% for non-represented employees; and

37 WHEREAS, the City Council adopted the 2021 – 2022 City of Lynnwood Budget which
38 includes the updated position additions and deletions related to the Development and Building
39 Services Department; and

40 WHEREAS, the City Council has determined that the provisions of this Ordinance are in
41 the interest of the public's health, safety and welfare,

42 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO
43 ORDAIN AS FOLLOWS:

44 **Section 1.** Exhibit A, titled City of Lynnwood 2021 Salary Schedule is hereby amended to read
45 as Exhibit A – City of Lynnwood 2021 Salary Schedule, attached hereto and incorporated by
46 reference.

47 **Section 2.** The City of Lynnwood 2021 Salary Schedule as adopted shall not limit the authority
48 of the City of Lynnwood to take personnel and budgetary actions as otherwise allowed by
49 applicable law, personnel policies and collective bargaining agreements.

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

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

57 PASSED BY THE CITY COUNCIL, the _____ day of _____, 2020.

58
59 APPROVED:

60
61
62 _____
63 Nicola Smith, Mayor
64

65
66
67 ATTEST/AUTHENTICATED:
68
69 _____
70 Sonja Springer, Finance Director
71
72 APPROVED AS TO FORM:
73
74 _____
75 Rosemary Larson, City Attorney
76
77 FILED WITH ADMINISTRATIVE SERVICES: _____
78 PASSED BY THE CITY COUNCIL: _____
79 PUBLISHED: _____
80 EFFECTIVE DATE: _____
81 ORDINANCE NUMBER: _____

City of Lynnwood 2021 Salary Schedule

JOB CLASS	2021 TITLE <i>(as of January 1, 2021)</i>	GRADE	YEAR	Valid Since									FLSA	Wkrs Comp
AFSCME														
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
4908	Engineer	222	2021	1/1/20	44.32	46.09	47.95	49.86	51.85	53.92	56.09	N	5305	
4041	Database Administrator	221	2021	1/1/20	41.04	42.68	44.40	46.17	48.01	49.92	51.94	N	5305	
4907	Project Manager	221	2021	1/1/20	41.04	42.68	44.40	46.17	48.01	49.92	51.94	N	803	
4213	Business Support Analyst	220	2021	1/1/21	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	5305	
4212	Combination Electrical Inspector	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	803	
4211	Senior Planner	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	5305	
4024	GIS Administrator	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	803	
4001	Network Engineer	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	803	
4015	Systems Engineer	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	5305	
4030	Application Support Analyst	220	2021	1/1/20	37.99	39.51	41.09	42.76	44.45	46.24	48.09	N	5305	
4206	Combination Building Inspector Combination Plan Reviewer	219	2021	1/1/20	35.20	36.58	38.05	39.58	41.15	42.81	44.52	N	803	
4207	Electrical Inspector	219	2021	1/1/20	35.20	36.58	38.05	39.58	41.15	42.81	44.52	N	803	
4909	Lead Traffic Signal Technician	219	2021	1/1/20	35.20	36.58	38.05	39.58	41.15	42.81	44.52	N	803	
4912	Asset Management Administrator	219	2021	2/24/20	35.20	36.58	38.05	39.58	41.15	42.81	44.52	N	803	
4204	Building Inspector	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	803	
4000	Accountant	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	5305	
4904	Lab Technician	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	803	
4905	Mechanic - Heavy Equipment	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	803	
4104/4110	Senior Administrative Assistant	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	5305	
4202	Planner	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	5305	
4215	Senior Engineering Technician	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	803	
4007	Senior Computer Support Specialist	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	5305	
4205	Code Enforcement Officer	218	2021	1/1/20	32.58	33.89	35.24	36.64	38.11	39.63	41.21	N	803	
4016	Business License Specialist	217	2021	1/1/21	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305	
4911	Emergency Vehicle Equipment Service Technician	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	803	
4013	Buyer	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305	
4214	Civil Engineer	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	803	
4034	Senior Finance Specialist	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305	
4216	Engineering Technician	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	803	
4303	Probation Officer	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305	

4210	Senior Permit Technician	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305
4910	Traffic Signal Technician	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	803
4014	Computer Support Specialist	217	2021	1/1/20	30.17	31.37	32.62	33.93	35.28	36.72	38.17	N	5305
4033	Finance Specialist	216	2021	1/1/20	27.93	29.05	30.21	31.44	32.67	33.97	35.33	N	5305
4035	Procurement Specialist	216	2021	1/1/20	27.93	29.05	30.21	31.44	32.67	33.97	35.33	N	5305
4100/4108	Administrative Assistant	216	2021	1/1/20	27.93	29.05	30.21	31.44	32.67	33.97	35.33	N	5305
4032	Senior Finance Technician	216	2021	1/1/20	27.93	29.05	30.21	31.44	32.67	33.97	35.33	N	5305
4209	Permit Technician	216	2021	1/1/20	27.93	29.05	30.21	31.44	32.67	33.97	35.33	N	5305
4031	Finance Technician	215	2021	1/1/20	25.86	26.89	27.96	29.09	30.26	31.48	32.72	N	5305
4301	Legal Specialist II	215	2021	1/1/20	25.86	26.89	27.96	29.09	30.26	31.48	32.72	N	5305
4302	Legal Specialist I	214	2021	1/1/20	23.95	24.91	25.90	26.93	28.01	29.14	30.30	N	803
4103	Senior Support Services Technician	214	2021	1/1/20	23.95	24.91	25.90	26.93	28.01	29.14	30.30	N	803
4906	Meter Reader	214	2021	1/1/20	23.95	24.91	25.90	26.93	28.01	29.14	30.30	N	803
4102	Support Services Technician	213	2021	1/1/20	22.27	23.18	24.10	25.05	26.05	27.10	28.18	N	5305
	NON-REPRESENTED												
	Administrative Services				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5005	Finance Director	627	2021	1/1/20	70.93	73.99	77.16	80.48	83.94	87.55	91.31	E	5305
5012	Strategic Planner	625	2021	1/1/20	57.57	60.06	62.64	65.33	68.15	71.07	74.12	E	5305
5003	Assistant Finance Director - Treasury	625	2021	1/1/20	57.57	60.06	62.64	65.33	68.15	71.07	74.12	E	5305
5000	Manager - Accounting	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5008	Manager - Purchasing and Contracts	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5006	Finance Supervisor	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5007	Financial/Budget Supervisor	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5004	Budget Coordinator	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
	Community Development- Development & Building Services				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5201	Community Development DBS Director	626 627	2021	1/1/20	70.93	73.99	77.16	80.48	83.94	87.55	91.31	E	5305
5200	Building Official DBS Deputy Director	624 625	2021	1/1/21	57.57	60.06	62.64	65.33	68.15	71.07	74.12	E	5305
5202	Deputy Community Development Director-	625	2020	1/1/20	57.57	60.06	62.64	65.33	68.15	71.07	74.12	E	5305
5207	DBS Manager	624	2021	1/1/21	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5208	Economic Development Manager	624	2021	1/1/21	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5203	Community Planning Manager	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5212	Development Services Supervisor	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5205	Assistant Building Official Building Services Supervisor	621	2021	1/1/21	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
5210	City Center Program Manager	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305

5211	Project and Tourism Manager	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
5204	Permit Center Supervisor	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
	Court				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5300	Court Administrator	625	2021	1/1/20	57.57	60.06	62.64	65.33	68.15	71.07	74.12	E	5305
5301	Court Operations Supervisor	620	2021	1/1/20	35.75	37.30	38.90	40.56	42.32	44.13	46.04	N	5305
5302	Probation Supervisor	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
	Economic Development				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5401	Economic Development Director	626	2020	1/1/20	63.91	66.66	69.53	72.51	75.62	78.88	82.27	E	5305
	Executive				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5403	Assistant City Administrator	626	2021	1/1/20	63.91	66.66	69.53	72.51	75.62	78.88	82.27	E	5305
5406	Intergovernmental Relations Liaison	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5405	Public Affairs Officer	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5407	Race and Social Justice Coordinator	619	2021	1/1/21	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
5404	Executive Assistant to the Mayor	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
	Human Resources				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5602	Human Resources Director	626	2021	1/1/20	63.91	66.66	69.53	72.51	75.62	78.88	82.27	E	5305
5603	Human Resources Manager	623	2021	1/1/20	47.58	49.62	51.76	53.98	56.31	58.73	61.25	E	5305
5605	Safety Officer	620	2021	1/1/20	35.75	37.30	38.90	40.56	42.32	44.13	46.04	N	5305
5604	Human Resources Analyst, Senior	620	2021	1/1/20	35.75	37.30	38.90	40.56	42.32	44.13	46.04	N	5305
5601	Human Resources Analyst	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
5101	Administrative Assistant	617	2021	1/1/20	26.85	28.01	29.21	30.45	31.77	33.16	34.58	N	5305
	Information Technology				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5002	Information Technology Director	626	2021	1/1/20	63.91	66.66	69.53	72.51	75.62	78.88	82.27	E	5305
5014	Application Support Manager	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5013	IT Systems Manager	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
	Legislative				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
6102	Executive Assistant to the City Council	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
	Neighborhood and Community Affairs				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5100	Community Affairs Director	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
	Parks, Recreation and Cultural Arts				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5812	Parks, Recreation and Cultural Arts Director	627	2021	1/1/20	70.93	73.99	77.16	80.48	83.94	87.55	91.31	E	5305
5802	Deputy Parks, Recreation and Cultural Arts Director	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5811	Park Maintenance Supervisor	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	803
5821	Recreation Superintendent (R)	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	803

5811	Parks Maintenance Superintendent (R)	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	803
5814	Recreation Manager (R)	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
5813	Recreation Supervisor (R)	620	2021	1/1/20	35.75	37.30	38.90	40.56	42.32	44.13	46.04	N	5305
5800	Assistant Recreation Supervisor (R)	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
5819, 5823	Recreation Coordinator	618	2021	1/1/20	29.52	30.80	32.13	33.52	34.95	36.46	38.02	N	5305
5806	Customer Service Specialist (Lead)	616	2021	1/1/20	24.42	25.47	26.56	27.71	28.90	30.14	31.43	N	5305
5822	Senior Guard	615	2021	1/1/20	22.41	23.38	24.38	25.43	26.52	27.67	28.85	N	803
5801	Customer Service Specialist	615	2021	1/1/20	22.41	23.38	24.38	25.43	26.52	27.67	28.85	N	5305
5820	Recreation Specialist	614	2021	1/1/20	20.35	21.24	22.16	23.12	24.11	25.13	26.21	N	5305
-	Recreation Clerk	613	2021	1/1/20	18.69	19.49	20.32	21.20	22.12	23.07	24.05	N	5305
5810	Lifeguard/WSI II	611	2021	1/1/20	15.72	16.41	17.11	17.85	18.62	19.40	20.24	N	803
5807	Lead Field Attendant	611	2021	1/1/20	15.72	16.41	17.11	17.85	18.62	19.40	20.24	N	803
5809	Lifeguard/WSI I	609	2021	1/1/20	13.13	13.80	14.40	15.01	15.66	16.34	17.03	N	803
5804	Exercise Room Technician	609	2021	1/1/20	13.13	13.80	14.40	15.01	15.66	16.34	17.03	N	803
5808	Lifeguard	608	2021	1/1/20	12.05	12.55	13.08	13.78	14.37	14.98	15.63	N	803
	Police				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5700	Police Chief	PS3	2021	1/1/20	71.93	75.03	78.26	81.62	85.13	88.79	92.61	E	6905
1710	Deputy Chief	DCN	2021	1/1/20	71.49	74.36	77.33	-	-	-	-	E	6905
5702	Police Support Services Manager	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	5305
5706	Public Affairs and Communication Manager-Police	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	E	5305
-	Jail Nurse	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	6905
5705	Police Management Analyst, Senior	620	2021	1/1/20	35.75	37.30	38.90	40.56	42.32	44.13	46.04	N	5305
5704	Community Support Specialist/Social Worker	619	2021	1/1/20	32.52	33.91	35.37	36.89	38.46	40.12	41.85	N	5305
5703	Victim Services Coordinator	618	2021	2/24/20	29.52	30.80	32.13	33.52	34.95	36.46	38.02	N	5305
5101	Administrative Assistant	617	2021	1/1/20	26.85	28.01	29.21	30.45	31.77	33.16	34.58	N	5305
6702	Reserve Police Officer (Step C of Police Officers Contract)	SPEC 6	2021	1/1/20			42.87					N	6905
5701	Police Officer Trainee (Step A of Police Officers' Contract)	SPEC 88	2021	1/1/20	37.95	-	-	-	-	-	-	N	6905
	Public Works				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
5906	Public Works Director/City Engineer	627	2021	1/1/20	70.93	73.99	77.16	80.48	83.94	87.55	91.31	E	5305
5904	Deputy Public Works Director	626	2021	1/1/20	63.91	66.66	69.53	72.51	75.62	78.88	82.27	E	5305
5914	Public Works Manager	624	2021	1/1/20	52.34	54.60	56.93	59.40	61.95	64.60	67.38	E	5305
5908	Traffic Engineer (R)	623	2021	1/1/20	47.58	49.62	51.76	53.98	56.31	58.73	61.25	N	803
5909	Treatment Plant Supervisor (R)	622	2021	1/1/20	43.27	45.11	47.06	49.08	51.20	53.40	55.70	N	803
5901	Assistant Treatment Plant Supervisor	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	803

5911	Building Operations and Maintenance Supervisor (R)	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	803
5907	Streets Maintenance Supervisor (R)	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	803
5910	Utilities Maintenance Supervisor (R)	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	803
5102	Administrative Supervisor	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	5305
5902	Automotive Shop Supervisor (R)	621	2021	1/1/20	39.32	41.01	42.77	44.63	46.55	48.53	50.62	N	803
5912	Lead Facilities Worker	618	2021	1/1/20	29.52	30.80	32.13	33.52	34.95	36.46	38.02	N	803
5101	Administrative Assistant	617	2021	1/1/20	26.85	28.01	29.21	30.45	31.77	33.16	34.58	N	5305
5913	Facilities Worker II	616	2021	1/1/20	24.42	25.47	26.56	27.71	28.90	30.14	31.43	N	803
5915	Lead Custodian	615	2021	1/1/21	22.41	23.38	24.38	25.43	26.52	27.67	28.85	N	803
5913	Facilities Worker I	615	2021	1/1/20	22.41	23.38	24.38	25.43	26.52	27.67	28.85	N	803
5903	Custodian	612	2021	1/1/21	17.15	17.88	18.65	19.44	20.27	21.17	22.07	N	803
Teamsters													
					Step A	Step B	Step C	Step D	Step E				
3909	Lead Treatment Plant Operator	LTO	2021	1/1/20	37.19	39.05	40.86	42.71	45.01			N	803
3905	Treatment Plant Operator IV	O4	2021	1/1/20	35.43	37.18	38.92	40.68	42.87			N	803
3904	Treatment Plant Operator III	O3	2021	1/1/20	34.38	35.95	37.50	39.10	41.07			N	803
3903	Treatment Plant Operator II	O2	2021	1/1/20	32.63	34.26	35.87	37.53	39.53			N	803
3902	Treatment Plant Operator I	O1	2021	1/1/20	32.03	33.17	34.33	35.45	36.94			N	803
3908	SCADA Technician	SCT	2021	1/1/20	34.38	35.95	37.50	39.10	41.07			N	803
3900	Operator in Training	OT	2021	1/1/20	24.60	25.78	26.94	28.15	29.63			N	803
3901	Pump Station Operator	P1	2021	1/1/20	32.36	33.90	35.46	37.12	39.24			N	803
3101	Maintenance Technician	MT	2021	1/1/20	33.07	34.65	36.24	37.84	39.84			N	803
3102	Maintenance Worker I	M1	2021	1/1/20	23.75	25.04	26.29	27.53	29.08			N	803
3103	Maintenance Worker II	M2	2021	1/1/20	29.45	30.80	32.25	33.71	35.65			N	803
3104	Lead Worker	L1	2021	1/1/20	32.86	34.26	35.65	37.10	38.87			N	803
3100	Foreman	F1	2021	1/1/20	35.33	36.97	38.65	40.27	42.34			N	803
3910	Electrician - WWTP and Utilities	ELT	2021	1/1/20	36.31	38.12	39.89	41.70	43.94			N	803
					Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6			
3105	Teamsters General Laborer/ Teamsters Intern	GL	2021	1/1/20	14.27	14.98	15.72	16.53	17.35	18.21		N	803
3907	Teamsters Vegetation Supervisor	VS	2021	1/1/20	17.00	17.86	18.74	19.68	20.65	21.70		N	803
3914	Teamsters Intern	IN	2021	1/1/20	14.27	14.98	15.72	16.53	17.35	18.21		N	803
	Police												
	Lynnwood Police Management Guild				Step A	Step B	Step C						

1711	Commander	CMN	2021	1/1/20	62.72	65.23	67.83					N	6905
	Lynnwood Police Sergeants				Step A	Step B	Step C						
1707	Police Sergeant	SG	2021	1/1/20	51.16	52.68	54.27					N	6905
	Lynnwood Police Officers				Step A	Step B	Step C	Step D	Step E				
1706	Police Officers	PO	2021	1/1/20	37.95	41.20	42.87	44.62	45.99			N	6905
	Lynnwood Police Support				Step I	Step II	Step III	Step IV	Step V	Step VI			
1703	Police Clerk	PC	2021	1/1/20	26.44	27.08	27.99	28.90	29.70	30.58		N	5305
1704	Confinement Officer	CW	2021	1/1/20	31.31	32.20	33.32	34.25	35.31			N	6905
1701	Crime Prevention Specialist	CS	2021	1/1/20	31.31	32.20	33.32	34.25	35.31			N	5305
1702	Evidence Technician	ET	2021	1/1/20	30.69	31.56	32.67	33.59	34.63			N	803
1700	Animal Control	AC	2021	1/1/20	31.31	32.20	33.32	34.25	35.31			N	803
1705	Confinement Sergeant	CSG	2021	1/1/20	39.28	40.46	41.67					N	6905

CITY COUNCIL ITEM D

CITY OF LYNNWOOD Economic Development

TITLE: Ordinance: Establishing the Department of Development and Business Services

DEPARTMENT CONTACT: David Kleitsch, Economic Development Director / Interim
Community Development Director

SUMMARY:

Establishing the Department of Development and Business Services (DBS) requires Council to adopt an ordinance approving various changes to the Lynnwood Municipal Code.

The proposed ordinance establishes the Department of Development and Business Services; consolidates existing department functions of Community Development, Economic Development, and Public Works - Development Engineering Services into DBS; to establishes department names and director titles; and provides for minor LMC amendments consistent with the intent of the ordinance..

Included as an attachment to this Council agenda item is a memorandum with additional reference material.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should Lynnwood address process improvements and customer service by establishing the Development & Business Services Department?

ACTION:

Adopt an ordinance approving changes to the LMC to establish the Department of Development and Business Services.

BACKGROUND:

The City of Lynnwood has undertaken efficiency studies of various city departments. These efforts support Council's directive to advance Budgeting for Outcomes and the goal to provide operational efficiencies. In November 2017 Mayor Smith convened a team of department director to conduct an efficiency study to address process improvements and customer service within Community Development.

This efficiency study was expanded in 2018 to include the four departments collocated at Development and Business Services: Community Development; Economic Development; Public Works Development Services; and the Fire Marshal's Office. Two independent assessments were completed regarding the quality of customer service and the work culture that documented the need for improvement. During 2018 the departments at DBS conducted a vision exercise and developed a mission statement.

In February 2019, work began in earnest on various activities to address DBS process improvements and customer service. Lynnwood contracted with Strategica, Inc. to conduct an efficiency study for process review and improvement. The report was initiated in September 2019 and completed in March 2020. On July 6, 2020, City Council received a presentation of the report's findings and recommendations.

PREVIOUS COUNCIL ACTIONS:

July 6, 2020: Presentation to Council of Strategica's report and recommendations.

October 21, 2020: DBS Budget Briefing to Council.

November 23, 2020: Council adopts the FY2021-2022 Budget.

FUNDING:

Funding for the Development and Business Services Department was approved by Council with adoption of the FY2021-2022 budget.

KEY FEATURES AND VISION ALIGNMENT:

Establishing the Department of Development and Business Services requires that Council adopt an ordinance approving various changes to the Lynnwood Municipal Code (LMC).

Amend Chapter 2.23: This chapter is amended to replace Community Development with the Department of Development and Business Services; and include in DBS the duties and responsibilities of the former Economic Development Department.

Amend Chapter 2.44: This Chapter is amended to transfer from the Department of Street and Public Works to DBS the duty and responsibility for plan review, approval and inspections of private development permits inspections, and approvals.

Repeal LMC Chapter 2.45: The “Office of Economic Development and Policies for Economic Development and Employment” is repealed.

The ordinance also approves LMC amendments to establish department names and director titles; and for minor LMC amendments consistent with the intent of the ordinance.

ADMINISTRATION RECOMMENDATION:

Adopt an ordinance approving changes to the LMC to establish the Department of Development and Business Services.

DOCUMENT ATTACHMENTS

Description:	Type:
Ordinance Amending the LMC to Establish DBS	Backup Material
Memorandum Regarding Establishing DBS	Backup Material



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, ESTABLISHING THE DEPARTMENT OF DEVELOPMENT AND BUSINESS SERVICES; CONSOLIDATING THE EXISTING DEPARTMENT OF ECONOMIC DEVELOPMENT INTO THE DEPARTMENT OF DEVELOPMENT AND BUSINESS SERVICES; AMENDING CHAPTER 2.23 AND SECTIONS 2.44.010, 2.44.020, 2.44.040, 2.44.060 AND 2.44.080B OF THE LYNNWOOD MUNICIPAL CODE; REPEALING CHAPTER 2.45 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Lynnwood is a code city operating under Title 35A RCW; and

WHEREAS, pursuant to Chapters 35A.11 and 35A.12 RCW, and other state law, the City Council is authorized to organize, establish and alter the City's internal operations, to establish various City departments and employee positions, and to define the functions, duties and powers of the departments and positions; and

WHEREAS, previously, the City Council established the City's Departments of Community Development, Public Works, and Economic Development, and assigned certain functions and authority to each Department; and

WHEREAS, in August of 2019, the City contracted with Strategica, Inc. to conduct an efficiency study relating to the functions and services performed by the City's Departments of Community Development, Streets and Public Works – Development Services Division, and Economic Development; and

WHEREAS, in 2020, Strategica, Inc. completed its study, and prepared a final report dated June 19, 2020, titled "City of Lynnwood Development & Business Services, Process Review and Improvement Project;" and

WHEREAS, on July 6, 2020, Strategica, Inc. presented its findings and recommendations to the City Council; and

1 WHEREAS, among other things, Strategica, Inc. recommends that the functions and
2 services performed by the City's Department of Community Development and Department of
3 Economic Development be consolidated into a single Department of Development and Business
4 Services, and that certain functions and services performed by the Department of Streets and
5 Public Works in connection with specific land use permits and other approvals be performed
6 under the administration of the new Department of Development and Business Services; and
7

8 WHEREAS, the City Council has determined that it is in the best interests of the City to
9 consolidate the Departments of Community Development and Economic Development into a
10 new Department of Development and Business Services, and that certain functions and services
11 performed by the Department of Streets and Public Works staff in connection with specific land
12 use permits and other approvals be administered by the new Department of Development and
13 Business Services, all as stated in this Ordinance; and
14

15 WHEREAS, the City Council after due consideration has determined that the provisions of
16 this Ordinance are in the best interests of public health, safety, and general welfare;
17

18 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD DO ORDAIN AS
19 FOLLOWS:
20

21 Section 1. Chapter 2.23 of the Lynnwood Municipal Code is amended to read as follows, and
22 the title of Chapter 2.23 is amended to read "Development and Business Services":
23

24 Chapter 2.23

25 ~~COMMUNITY DEVELOPMENT~~DEVELOPMENT AND BUSINESS SERVICES

26 Sections:

27 2.23.010 Purpose – ~~Community Development~~ and business services department.

28 2.23.020 ~~Community Development~~ and business services director – Defined.

29 2.23.030 Duties of the ~~community Development~~ and business services department.

30 2.23.100 Explanation of fees and charges.

31 2.23.120 Repealed.

32 2.23.140 Repealed.
33

34 **2.23.010 Purpose – ~~Community Development~~ and business services department.**

35 The "~~community development~~ and business services department" is responsible for the city's
36 current and long range planning, maintaining and enforcing the zoning, business licensing,
37 subdivision, environmental review, building and related construction codes and code
38 enforcement (nuisance) sections of Lynnwood Municipal Code, as well as programs and activities
39 to support economic development and tourism. The department manages the city's permit
40 center function and supports the activities of the hearing examiner, planning commission,
41 tourism advisory committee, and the Lynnwood Public Facilities District ~~and human services~~
42 ~~commissions~~.
43
44

2.23.020 Community Development and business services director – Defined.

The “community development and business services director” is the head of the community development and business services department. , The term “development and business services director” includes the director’s authorized representative or any representative authorized by the mayor.”

2.23.030 Duties of the community development and business services department.

The community development and business services department shall supervise and control the following:

- A. Preparation and implementation of the budget for the department;
- B. Formulate and recommend comprehensive goals on planning;
- C. Ensure compliance with statutory requirements relative to environmental issues;
- D. Direct preparation and review of environmental impact statements and technical reports and determine final action on environmental issues;
- E. Act as the city’s responsible official for SEPA compliance;
- F. Provide staff to support the planning commission, ~~human services commission~~, and hearing examiner;
- G. Coordinate with departments to ensure departmental plans are consistent with the comprehensive plan;
- H. Coordinate with departments regarding developer plans to ensure the ability to provide required services to protect the public’s health, safety, and welfare;
- I. Represent city on regional issues;
- J. Coordinate with other jurisdictions and agencies;
- K. Develop and maintain the comprehensive plan, ~~and~~ sub-area plans, and economic development plans and policies;
- L. Provide lead in annexation issues;
- M. Develop and maintain the zoning ordinance;
- N. Ensure compliance with the Growth Management Act; ~~and~~
- O. Oversee process for new developments and land use applications, and issue decisions as specified in this code;-
- P. Foster public/private partnerships in commercial areas;
- Q. Attract new business and development and support the growth and development needs of existing businesses;
- R. Coordinate economic activity with transportation and land use policies;
- S. Develop, implement and evaluate an ongoing tourism marketing plan; and
- T. To the extent not already required under paragraphs A through S of this section, implement the policies and actions stated in Ordinance No. 2320, Section 1, under 2.XX.010 “Economic Development Policies and Actions”, Subparts A through O, passed by the City Council on February 21, 2001, and incorporated herein by this reference. A copy of Ordinance No. 2320 shall be kept on file with the Office of the City Clerk for use and examination by the public.

2.23.100 Explanation of fees and charges.

Costs associated with providing service to the public for application and permit processing and other services will be recovered, in-whole or in-part, using a combination of fixed fees and hourly charges, and fully recovered as costs are related to consulting fees and public notification requirements. To effect recovery, fees for land use applications and miscellaneous services and fees are established by ordinance and codified as Chapter 3.104 LMC. .

2.23.120 Fee schedules.

Repealed by Ord. 2588.

2.23.140 Applications – Deposits/bonds.

Repealed by Ord. 3257.

Section 2. Section 2.44.010 of the Lynnwood Municipal Code is amended to read as follows:

2.44.010 Department established and duties described.

There is established a department of streets and public works whose function it shall be to design and supervise the construction, maintenance and repair of streets, alleys and other public ways within the city of Lynnwood; to examine and authorize plans for public works; to supervise the construction of the same, and to advise and make recommendations concerning the granting of franchises to use the public streets and other public property. Pursuant to the provisions of chapter 2.23 LMC, the development and business services (DBS) department has the responsibility to review, approve, and perform plan review and inspections for private development permits and approvals for constructing or reconstructing infrastructure to codes, standards and best practices that are under the responsibility of the department of streets and public works.

Section 3. Section 2.44.020 of the Lynnwood Municipal Code is amended to read as follows:

2.44.020 Supervision of department – Appointment of assistants.

The functions of ~~the~~^{such} department of streets and public works shall be executed under the supervision and control of a public works director/city engineer. The public works director/city engineer shall be appointed by the mayor, subject to a city council confirmation process in Chapter 2.06 LMC which includes, but is not limited to, a majority vote of the city council. The public works director/city engineer shall hold the appointment at the pleasure of the mayor. The public works director/city engineer shall employ, subject to the approval of the mayor, such additional personnel as shall be necessary to perform the duties referred to in LMC 2.44.010.

Section 4. Section 2.44.040 of the Lynnwood Municipal Code is amended to read as follows:

2.44.040 Administrative permits – Public works and DBS departments.

The following listed permits are the responsibility of the public works department or the DBS department whose staff ensure compliance of private development projects with the standards and codes that are the responsibility of the public works director, as indicated below:

- A. Weekend work approval, administered by DBS, LMC 10.12.300(B)(13);
- B. Water use approval, administered by public works, LMC 13.20.040;
- C. Water meter application, administered by DBS, LMC 13.12.010;
- D. Water main/service permit, administered by DBS, LMC 13.12.015;
- E. Purity tests, administered by DBS, LMC 13.20.070;
- F. House moving permit, administered by DBS, LMC 16.20.045;
- G. Side sewer installation permit, administered by DBS, LMC 14.16.022;
- H. Sewer main installation permit, administered by DBS, LMC 14.16.024;
- I. Sewer capping permit, administered by DBS, LMC 14.16.220;
- J. Private sewer system permit, administered by DBS, LMC 14.44.040;
- K. Industrial waste limited discharge permit, administered by public works, LMC 14.60.510;
- L. Industrial waste discharge permit, administered by public works, LMC 14.60.503;
- M. Cross-connection control permit, administered by public works, LMC 13.12.080;
- N. Right-of-way use permit, administered by DBS, LMC 12.04.010;
- O. Road improvement permit, administered by DBS, LMC 12.04.015;
- P. Storm drainage permit, administered by DBS, ~~LMC Chapter 13.40.040~~ LMC;
- Q. Tree removal permit, administered by DBS, Chapter 17.15 LMC;
- R. Sensitive areas permit, administered by DBS, Chapter 17.10 LMC;
- S. Grading permit, administered by DBS, LMC 16.04.030;
- T. Right-of-way vacation, administered by DBS, LMC 12.16.010;
- U. Grease interceptor permit, administered by DBS, LMC 14.60.376;
- V. Sewer lateral permit, administered by DBS, LMC 14.16.022;
- W. Private water service permit, administered by DBS, LMC 13.12.012;
- X. Land clearing permit, administered by DBS, LMC 13.40.065;
- Y. Water main connection permit, administered by DBS, LMC 13.12.020;
- Z. Fire hydrant inspection permit, administered by DBS, LMC 13.12.035;--
- AA. Stormwater pollution prevention plan permit, administered by public works, Chapter 13.40 LMC; and
- AB. FEMA floodplain development permit, administered by public works, Chapter 16.46 LMC.

Section 5. Section 2.44.060 of the Lynnwood Municipal Code is amended to read as follows:

2.44.060 Interpretation of codes.

A. Applicability. The procedure and criteria that the city will use in deciding upon a written request to interpret the provisions of any code relating to permits listed in LMC 2.44.040 are set forth in this section.

B. Purpose of Interpretation. An interpretation of the provisions of the code relating to permits listed in LMC 2.44.040 clarifies conflicting or ambiguous wording, or the scope or intent of the provisions of the code. An interpretation of the provisions of the code may not be used to amend that code.

1 C. Director to make interpretation. The director of public works shall make interpretations
2 related to engineering codes, standards and best practices, and the director of DBS shall make
3 interpretations related to processes of plan review, approvals and inspections.

4 D. Who May Request. Any person may request a written interpretation of the provisions of
5 the code. In addition the director of public works or the director of DBS may issue an
6 interpretation on the director's own initiative.

7 E. Applicable Procedure. The director of public works or the director of DBS shall interpret the
8 provisions of the applicable codes in conformance with this section.

9 F. Submittal Requirements. Any person requesting an interpretation of the code shall submit
10 a written request specifying each provision of the code for which an interpretation is requested,
11 why an interpretation of each provision is necessary and any reasons or material in support of a
12 proposed interpretation.

13 G. Factors for Consideration. In making an interpretation of the provisions of the code, the
14 public works director or the DBS director shall consider:

- 15 1. The applicable provisions of the code including their purpose and context; and
- 16 2. The implications of the interpretation for development within the city as a whole; and
- 17 3. The impact of the interpretation on other provisions of the code; and
- 18 4. The intent of the city council as reflected by the council minutes, findings, and
- 19 conclusions, and other documents found within the public works or DBS community
20 development department file on the provisions in questions, if any; and
- 21 5. The comprehensive plan and other relevant codes and policies; and
- 22 6. The opinion of the city attorney on the interpretation.

23 H. Limitation on Authority. The director of public works or the director of DBS may not make
24 an interpretation of any provision of the code which modifies or conflicts with any other provision
25 of the code, unless the purpose of the interpretation is to resolve a conflict between provisions
26 of the code.

27 I. Enforcement. An interpretation of the code issued in accordance with these provisions may
28 be enforced in the same manner that any provision of the code is enforced. The public works
29 director and the DBS director shall maintain and make available for public inspection all written
30 interpretations of the code with a current index of such interpretations.

31 J. Time Limitation. An interpretation of the code remains in effect until rescinded in writing
32 by the public works director or DBS director.

33 K. Response to Written Request. The public works director or the DBS director shall mail a
34 written response to any person filing a written request to interpret the provisions of the code
35 within 25 days of having received that request.

36 L. Appeal of Interpretation by Director. When an interpretation is made in response to a
37 written request pursuant to these provisions, the person filing the written request may appeal
38 the decision of the director of public works using Process II, LMC 1.35.200 et seq. The fee for such
39 an appeal shall be shown in Chapter 3.104 LMC and must be paid by the appellant at the time of
40 filing the appeal.

41
42
43 Section 6. Section 2.44.080B of the Lynnwood Municipal Code is amended to read as follows:
44

1 B. Basic Permit Plan Requirements. The applications for the permits listed in LMC 2.44.040 shall
2 include the following basic submittal requirements unless specifically waived by the director or
3 by subsequent sections:

- 4 1. One copy of a completed application form, as supplied by the city.
- 5 2. Four sets of plans including the following basic information:
 - 6 a. Name of development on each sheet;
 - 7 b. Names, addresses and phone numbers of owners and/or applicants;
 - 8 c. Drafting that is legible and reproducible;
 - 9 d. A vicinity map;
 - 10 e. A north arrow;
 - 11 f. A legal description of the parcels;
 - 12 g. The datum and location of the city benchmark used;
 - 13 h. The engineering scale used (one inch equals 100 feet maximum);
 - 14 i. The locations of any existing or proposed structures or improvements;
 - 15 j. Two-foot contours over the site and the first floor elevations of all existing and
 - 16 proposed structures on the site;
 - 17 k. The location and names or numbers of all adjacent public rights-of-way and/or
 - 18 public or private easements on the property;
 - 19 l. The location of any above-ground stormwater conveyance systems such as swales
 - 20 and ditches that are adjacent to the proposal;
 - 21 m. The location of any below-ground stormwater conveyance systems such as pipes
 - 22 and vaults that are adjacent to the proposal;
 - 23 n. The dimensions of the site;
 - 24 o. The locations of any other features on the site that affect the proposal;
 - 25 p. Standard notes and details per city of Lynnwood standards;
 - 26 q. A sequence of construction activities for the project.
- 27 3. Four sets of plans including the following temporary erosion control features as
28 required by LMC 13.40.070 ~~(E)(2)~~:
 - 29 a. Locations of all rip-rap or rock-lined channels, ditches, outfalls, etc.;
 - 30 b. Filter fence locations and details;
 - 31 c. Temporary silt pond locations and details;
 - 32 d. Rock check dam locations and details;
 - 33 e. Temporary piping for steep slopes;
 - 34 f. Vegetation matting locations, details and specifications;
 - 35 g. Limits of clearing and grading activities.
- 36 4. A list of all other permits and dates applied for.
- 37 5. The posting of all guarantee sureties as required.

38
39
40 Section 7. Chapter 2.45 LMC, entitled "Office of Economic Development and Policies for
41 Economic Development and Employment," is repealed.
42

1 Section 8. Each and every place in the Lynnwood Municipal Code where the term
2 "Department of Community Development" is used, the term shall be interpreted to mean
3 "Department of Development and Business Services."
4

5 Section 9. Each and every place in the Lynnwood Municipal Code where the term "Director
6 of the Department of Community Development" or "Community Development Director" is used,
7 the term shall be interpreted to mean "Director of the Department of Development and Business
8 Services."
9

10 Section 10. Each and every place in the Lynnwood Municipal Code where the term
11 "Department of Economic Development" is used, the term shall be interpreted to mean
12 "Department of Development and Business Services."
13

14 Section 11. Each and every place in the Lynnwood Municipal Code where the term "Director
15 of the Department of Economic Development" or "Economic Development Director" is used, the
16 term shall be interpreted to mean "Director of the Department of Development and Business
17 Services."
18

19 Section 12. Severability. If any section, sentence, clause or phrase of this Ordinance should
20 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
21 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
22 clause or phrase or word of this Ordinance.
23

24 Section 13. Publication and Effective Date. This Ordinance or a summary thereof consisting of
25 the title shall be published in the official newspaper of the City. This Ordinance shall take effect
26 and be in full force on January 1, 2021, which date shall be at least five (5) days after publication.
27

28 PASSED BY THE CITY COUNCIL this ____ day of _____, 2020.
29

30 APPROVED:
31

32 _____
33 Nicola Smith, Mayor
34
35

36 ATTEST/AUTHENTICATED:
37

38 APPROVED AS TO FORM:
39

40 _____
41 Karen Fitzthum, Acting City Clerk
42

43 _____
44 Rosemary Larson, City Attorney
45

42 PASSED BY THE CITY COUNCIL:
43 PUBLISHED:
44 EFFECTIVE DATE:
45 ORDINANCE NUMBER:

MEMORANDUM

DATE: December 7, 2020

TO: Mayor and Council

FROM: David Kleitsch: Economic Development Director /
Interim Community Development Director

SUBJECT: Establishing the Department of Development & Business Services

Introduction

On November 23, 2020, Council adopted Ordinance No.3378 approving the Lynnwood biennial budget for FY2021 / 2022. Included in that action was funding to establish the Development and Business Services Department (DBS). At the Work Session of December 7, 2020, Council will receive a briefing on the revisions to the LMC required to implement DBS. This memorandum provides background information related to the briefing and the net steps to establish DBS.

Background

The City of Lynnwood has undertaken efficiency studies of various city departments. These efforts have included Administrative Services, Fire, Information Technologies, Municipal Courts, Police, and Public Works. These efforts support Council's directive to advance Budgeting for Outcomes and the goal to provide operational efficiencies.

In November 2017, Mayor Smith convened an "A-Team" of department directors to conduct an efficiency study to address process improvements and customer service within Community Development. This team included the Executive Office, and department directors from Community Development, Economic Development, Public Works, Administrative Services, Information Technologies, Human Resources, and the South Snohomish County Regional Fire Authority.

In 2018, the efficiency study was expanded to include all four functions collocated at DBS: Community Development; Economic Development; Public Works Development Services; and Fire Marshall. Two independent assessments were completed regarding the quality of customer service and the work culture at DBS. These reports identified the need for improvement. During 2018 DBS also conducted a visioning exercise and developed a mission statement.

In February 2019, work began in earnest on various activities to address DBS process improvements and customer service. At that time, a hiring freeze for DBS Departments

was put in place. New hiring was deferred until completion of the efficiency study unless it was necessary to fill an essential position.

Strategica Study: DBS Process Review and Improvements Project

Strategica, Inc., was contracted by Lynnwood to conduct an efficiency study on the organizational structure and processes for (DBS). The following components are included in the Process Review and Improvements Report:

- DBS Strategic Plan
- Organizational structure and staffing needs
- Future permitting process system
- Process improvements.

Presentation to Council of Strategica's report was originally anticipated in March 2020. The advent of the COVID-19 emergency postponed the opportunity to present this information to Council. As Lynnwood moved forward with the COVID-19 Phase 2 reopening, a presentation by Strategica to Council was provided on July 6, 2020.

Policy Considerations

Should Lynnwood continue on course to address the process improvements and customer service focus for Development & Business Services?

DBS process improvements and a customer service focus are fundamental to the Lynnwood Community Vision and the Lynnwood Strategic Plan 2018-2022. Specifically:

- The goals for DBS process improvements and customer service support the Community Vision for: a sustainable, vibrant community with engaged citizens and an accountable government; a welcoming city that builds a healthy and sustainable environment; and high quality, sustainable development, and design.
- Improving DBS serves to implement the Lynnwood Strategic Plan 2018-2022 by championing Priority 1, City Center and Lynnwood Link Light Rail; Priority 2, Financial Stability and Economic Success; and Priority 3, Operational and Organizational Excellence.

Council Briefings:

Council previously received updates and presentations on DBS process improvements and customer service. Please refer to the Council agenda packets referenced below for background information.

- March 11, 2019: Update on Development and Business Services Process Improvements and Customer Service.

- September 3, 2019: Update on Development and Business Services Process Improvements and Customer Service.
- February 18, 2020: Update on Development and Business Services Process Improvements and Customer Service.
- June 15, 2020: Update on Development and Business Services Process Improvement and Customer Service Project.
- July 6, 2020: Presentation to Council of Strategica's report and recommendations.
- October 21, 2020: DBS Budget Briefing to Council.
- November 23, 2020 Council adopts the FY2021-2022 Budget.

Next Steps to Establish Development and Business Services

Establishing the Department of Development and Business Services requires that Council adopt an ordinance approving various changes to the Lynnwood Municipal Code (LMC). The ordinance is included as an attachment to the Council agenda item

The proposed ordinance establishes the Department of Development and Business Services, and consolidates existing department functions from Community Development, Economic Development, and Public Works - Development Services into DBS. The following changes to the LMC are required.

Amend Chapter 2.23: This chapter is amended to replace Community Development with the Department of Development and Business Services; and include in DBS the duties and responsibilities of the former Economic Development Department.

Amend Chapter 2.44: This Chapter is amended to transfer from the Department of Street and Public Works to DBS the duty and responsibility for plan review, approval and inspections of private development permits inspections, and approvals. This chapter is amended to identify the administrative permits that will be under the administrative authority of DBS and Public Works; and delineates the responsibility of the Public Works regarding engineering codes, standards and best practices, and the responsibility for interpretations related to processes of plan review, approvals and inspections.

Repeal LMC Chapter 2.45: The "Office of Economic Development and Policies for Economic Development and Employment" is repealed.

The following amendments establish department names and director titles in the LMC:

The term “Department of Community Development” shall be interpreted in the LMC as the “Department of Development and Business Services.”

The terms “Director of the Department of Community Development” or the “Community Development Director” shall be interpreted in the LMC as “Director of the Department of Development and Business Services”.

The terms “Office of Economic Development” or the “Department of Economic Development” shall be interpreted in the LMC as the Department of Development and Business Services.

The term “Director of the Department of Economic Development” or “Economic Development Director” shall be interpreted to the “Development and Business Services Director”.

Minor amendments are made to the LMC consistent with the intent of the ordinance.

Recommendation

Adopt the ordinance approving the changes to the LMC to establish the Department of Development and Business Services. This action will enable the reorganization to move forward in accordance with the approved FY2021-2022 budget.

CITY COUNCIL ITEM E

CITY OF LYNNWOOD Economic Development

TITLE: Ordinance: Economic Development Infrastructure Fund Amendment

DEPARTMENT CONTACT: David Kleitsch, Economic Development Director / Interim
Community Development Director

SUMMARY:

The COVID-19 emergency has negatively impacted City revenues during 2020 creating an estimated budget shortfall in the City General Fund during 2020. Council has received regular updates by the City Finance Department on the situation and reviewed options to address the shortfall as presented.

After review and consideration of the options, Council determined that the Economic Development Infrastructure Fund be used to help resolve the shortfall. The proposed ordinance implements the direction of the Council.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should the Economic Development Infrastructure Fund balance be used to resolve the COVID-19 General Fund shortfall during 2020?

ACTION:

Adopt the Ordinance amending Ordinance No. 3111 regarding the Economic Development Infrastructure Fund, and amending the Lynnwood Municipal Code Chapter 3.106.030.

BACKGROUND:

EDIF was established by Council in February 2015. Revenues into the fund are provided from building permit fees resulting from large projects in excess of \$10 million in value; and from a portion of the construction sales taxes that is received from real estate development projects. Due to the COVID-19 emergency, Council has directed that the EDIF fund be used to help resolve the revenue shortfall.

PREVIOUS COUNCIL ACTIONS:

July 16, 2012, the Council adopted Resolution No. 2012-06 establishing an Economic Development Infrastructure Policy as a framework for considering financing of public infrastructure and public facilities to fulfill economic development plans and policies adopted by the City.

February 24, 2015, the Council adopted Ordinance No. 3110, authorizing an Economic Development Infrastructure Policy Fund as authorized by Resolution No. 2012-06.

February 24, 2015, Council adopted Ordinance No. 3111 that established specific revenue sources for the Economic Development Infrastructure Fund.

July 13, 2020, Council adopted Resolution No. 2020-08 expressing interest in utilizing a portion of the Economic Development Infrastructure Fund balance to resolve the COVID-19 budget gap for 2020.

FUNDING:

Construction sales and use tax revenues identified in Ordinance No. 3111 shall not be transferred to EDIF in 2020.

City Permit revenues identified in Ordinance No. 3111 shall not longer be transferred to EDIF beginning January 1, 2020.

Based upon these actions, approximately \$1 million dollars from EDIF is estimated to be available in 2020 to help resolve the budget gap.

ADMINISTRATION RECOMMENDATION:

Adopt the Ordinance amending Ordinance No. 3111 regarding the Economic Development Infrastructure Fund, and amending the Lynnwood Municipal Code Chapter 3.106.030.

DOCUMENT ATTACHMENTS

Description:	Type:
<u>Amendment to Ordinance No. 3111</u>	Backup Material
<u>Ordinance No. 3111</u>	Backup Material



CITY OF LYNNWOOD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON,
AMENDING ORDINANCE NO. 3111 REGARDING THE ECONOMIC
DEVELOPMENT INFRASTRUCTURE FUND, AMENDING LMC
3.106.030; AND PROVIDING FOR AN EFFECTIVE DATE,
SEVERABILITY, AND SUMMARY PUBLICATION.

WHEREAS, on July 16, 2012, the Lynnwood City Council adopted Resolution No. 2012-06 establishing an Economic Development Infrastructure Policy that provides the City with guidelines to evaluate and consider potential public-private and public-public partnership opportunities for economic development; provides a framework for the consideration of the provision and financing of public infrastructure and public facilities to fulfill economic development plans and policies adopted by the City; and authorizes establishing an Economic Development Infrastructure Policy Fund; and

WHEREAS, on February 24, 2015, the Lynnwood City Council adopted Ordinance No. 3110, authorizing the creation of an Economic Development Infrastructure Policy Fund as authorized by Resolution No. 2012-06; and

WHEREAS, Ordinance No. 3110 created Chapter 3.106 of the Lynnwood Municipal Code creating and establishing the Economic Development Infrastructure Fund and authorizing the City Council to accomplish the purposes of Resolution No. 2012-06 by depositing revenues into the fund; and

WHEREAS, Ordinance No 3110 identified revenue sources to fund the newly created Economic Development Infrastructure Fund; and

WHEREAS, on February 24, 2015, the City Council adopted Ordinance No. 3111 that established specific revenue sources for the Economic Development Infrastructure Fund; and

WHEREAS, the COVID-19 pandemic has negatively impacted City revenues during 2020, creating a shortfall in General Fund revenues during 2020; and

WHEREAS, on July 13, 2020 City Council adopted Resolution No. 2020-08 expressing interest in utilizing a portion of the Economic Development Infrastructure Fund balance to resolve the COVID-19 budget gap for 2020; and

WHEREAS, pursuant to the COVID-19 emergency and City Council Resolution No. 2020-08, the City's Administration has reviewed the revenue sources identified for the Economic Development Infrastructure Fund and prepared recommendations to address the intent of Resolution No. 2020-08; and

WHEREAS, after careful consideration of the Administration's recommendation, the City Council has determined that the provisions of this Ordinance are in the best interests of the public health, safety and general welfare;

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

Section 1. Ordinance No. 3111, passed by the City Council on February 24, 2015, is hereby amended to revise the revenue sources for the Economic Development Infrastructure Fund ("EDIF") as follows:

A. Construction Sale and Use Tax: The City construction sales and use tax revenues identified in Section 2 of Ordinance No. 3111 shall not be transferred to EDIF, for calendar year 2020 only.

B. Taxes and Fees Associated with Development: The city permit revenues identified in Section 2 of Ordinance No. 3111 shall no longer be transferred to EDIF beginning January 1, 2020.

~~((Taxes and Fees Associated with Development: New building construction requires issuance by the City of a building permit. The building permit fees include a plan review fee and a building permit fee that are calculated by the City and paid by the applicant. The city's share of the plan review fee and building permit fee for projects that have a value of \$10 million or greater shall be allocated to the EDIF. This revenue source for the Economic Development Infrastructure Fund is deleted as a revenue source effective January 1, 2020.))~~

Section 2. Section 3.106.030 of the Lynnwood Municipal Code is amended to read as follows:

3.106.030 Source of monies.

A. Revenues as may be authorized by the city council to accomplish the purposes of Resolution No. 2012-06, as may be amended, shall be deposited into the fund (EDIF).

B. Construction Sales and Use Tax. Sales and use tax revenues are collected based upon the costs incurred from construction activity. The city receives sales and use tax revenues from Washington State for the construction of buildings (account 236); heavy and civil construction (account 237); and specialty trade contractors (account 238) within the city. In addition to revenues authorized for deposit into the EDIF under paragraph A of this section, the city construction sales and use tax revenues from these accounts in excess of one million dollars annually shall be allocated and transferred to the EDIF; provided, that for the calendar year 2020 only, these construction sales and tax revenues shall not be transferred to the EDIF.

Section 3. The Mayor shall have prepared an ordinance for the City Council's consideration that amends the adopted 2019-2020 Budget as called for by Section 1 of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance should 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, sentence, clause, phrase or word of this Ordinance.

Section 5. Effective Date and Summary Publication. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and 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 ____ day of _____, 2020 and approved by the Mayor this ____ day of _____, 2020.

APPROVED:

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Karen Fitzthum, Interim City Clerk

Rosemary Larson, City Attorney

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NUMBER:



ORDINANCE NO. 3111

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, MODIFYING ORDINANCE NO. 3091, A TWO YEAR BIENNIUM BUDGET FOR THE CITY OF LYNNWOOD, WASHINGTON, FOR THE YEARS ENDING DECEMBER 31, 2015 AND 2016; BY MAKING ADJUSTMENTS TO THE CITY'S BUDGET, IN EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

WHEREAS, on December 8, 2014, by Ordinance No. 3091, the City Council of the City of Lynnwood adopted a biennial budget for the years 2015-2016; and

WHEREAS, the City's Administration recommends identifying revenue sources to fund the newly created Economic Development Infrastructure Fund; and

WHEREAS, the City's Administration recommends a revision to the 2015-2016 budget to provide budget authority from the Economic Development Infrastructure Fund to finance the cost to facility the services; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

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

Section 1. Ordinance No 3091 adopting the 2015-2016 biennial budget, passed by the City Council on December 8, 2014, is hereby amended to recognize revenues and expenditures in the newly created Economic Development Infrastructure Fund.

Section 2. The revenue sources identified for the Economic Development Infrastructure Fund are as follows:

Construction Sale and Use Tax: Sales and use tax revenues are collected based upon the costs incurred from construction activity. Lynnwood receives sales and use tax revenues from Washington State for the construction of buildings (account 236); heavy and civil construction (account 237); and specialty trade contractors (account 238) within the

city. The City construction sales and use tax revenues from these accounts in excess of \$1 million annually shall be allocated to the EDIF fund.

Taxes and Fees Associated with Development: New building construction requires issuance by the City of a building permit. The building permit fees include a plan review fee and a building permit fee that are calculated by the City and paid by the applicant. The city's share of the plan review fee and building permit fee for projects that have a value of \$10 million or greater shall be allocated to the EDIF.

Section 3. Modification of the 2015-2016 Biennial Budget. The required expenditures for operation of the various departments and funds of the City of Lynnwood for the fiscal years ending December 31, 2015 and 2016, are hereby modified and amended as shown in **Exhibit A** attached hereto and incorporated herein.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance should 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, sentence, clause, phrase or word of this Ordinance.

Section 5. Effective Date and Summary Publication. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and 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.

24th PASSED THIS 23rd day of February, 2015, and signed in authentication of its passage this day of February, 2015.

APPROVED:




Nicola Smith, Mayor

ATTEST/AUTHENTICATED:


Chris Johnson, Interim Finance Director

APPROVED AS TO FORM:


Rosemary Larson, City Attorney

PASSED BY THE CITY COUNCIL: 02/23/2015
PUBLISHED: 02/26/2015
EFFECTIVE DATE: 03/03/2015
ORDINANCE NUMBER: 3111

	A	B	C	D	G	H	T
1				2015-2016 Revenue	2015-2016 Biennial Budget (Ord. 3091 12/8/14)	Economic Development Infrastructure Fund (Ord.)	2015-2016 Biennial Budget Total
2	011	GENERAL FUND		\$ 104,955,538			
3		00 NON DEPARTMENTAL			\$ 10,403,229		\$ 10,403,229
4		20 ADMINISTRATIVE SERVICES			9,825,201		9,825,201
5		30 COMMUNITY DEVELOPMENT			4,289,970	220,000	4,509,970
6		18 ECONOMIC DEVELOPMENT			1,183,435		1,183,435
7		10 EXECUTIVE			1,271,661		1,271,661
8		40 FIRE			19,108,561		19,108,561
9		15 HUMAN RESOURCES			1,100,453		1,100,453
10		13 LEGAL			2,550,000		2,550,000
11		16 LEGISLATIVE			829,862		829,862
12		14 MUNICIPAL COURT			2,602,743		2,602,743
13		50 PARKS & RECREATION			13,100,115		13,100,115
14		70 POLICE			32,503,169		32,503,169
15		60 PUBLIC WORKS			5,319,971		5,319,971
16		GENERAL FUND Total		\$ 104,955,538	\$ 104,088,370	\$ 220,000	\$ 104,308,370
17	020	ECONOMIC DEVELOPMENT INFRASTRUCTURE FUND		250,000		250,000	250,000
18	101	HOTEL/MOTEL FUND		2,755,305	2,752,057		2,752,057
19	104	DRUG ENFORCEMENT		425,370	425,370		425,370
20	105	CRIMINAL JUSTICE RESERVE		1,196,415	769,568		769,568
22	110	TRANSPORTATION IMPACT FEE FUND		884,500	100,000		100,000
23	111	STREET FUND		4,209,280	4,209,280		4,209,280
25	114	CUMULATIVE PK RES & DEV		43,000	43,000		43,000
26	116	CUMULATIVE ART RESERVE		8,000	8,000		8,000
27	120	EMS PROPERTY TAX RESERVE		4,404,126	4,404,126		4,404,126
28	121	TREE FUND RESERVE		45,000	44,000		44,000
30	144	SOLID WASTE MANAGEMENT		91,200	90,000		90,000
33	202-2009	LIMITED TAX GO REF BONDS		687,450	687,450		687,450
34	215-800	MZH DEBT SERVICE		281,786	281,786		281,786
36	223	REC CENTER 2012 LTGO BONDS		2,627,478	2,627,478		2,627,478
37	330	REAL ESTATE EXCISE TAX 2		900,000	729,750		729,750
38	331	REAL ESTATE EXCISE TAX 1		900,000	865,782		865,782
39	333	CAPITAL DEVELOPMENT FUND		300,000	150,220		150,220
40	411	S/W UTILITY		33,931,834	33,931,834		33,931,834
41	417-2008	UTILITY SYSTEM BONDS		895,900	895,900		895,900
42	419-2010	UTILITY SYSTEM BONDS		1,133,026	1,133,025		1,133,025
43	460	GOLF COURSE		2,860,900	2,731,533		2,731,533
44	510	EQUIP RENTAL RESERVE		2,283,721	1,520,410	30,000	1,550,410
45	511	EQUIPMENT RENTAL		2,477,670	2,477,670		2,477,670
47	513	JOINT SHOP OPERATIONS		274,000	226,848		226,848
48	515	SELF-INSURANCE		1,507,342	1,507,342		1,507,342
49	519	RESERVE RETIREMENT CNTRB		49,025	49,025		49,025
50		2015 - 2016 Total Budget		\$ 170,377,866	\$ 166,749,824	\$ 500,000	\$ 167,249,824



On the, 23rd day of February, 2015 the City Council of the City of Lynnwood, Washington, passed ordinance 3111. A summary of the content of these ordinances, consisting of the title, provides as follows:

ORDINANCE NO. 3111

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, MODIFYING ORDINANCE NO. 3091, A TWO YEAR BIENNIUM BUDGET FOR THE CITY OF LYNNWOOD, WASHINGTON, FOR THE YEARS ENDING DECEMBER 31, 2015 AND 2016; BY MAKING ADJUSTMENTS TO THE CITY'S BUDGET, IN EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

The full text of this ordinance will be mailed upon request.

DATED this 26th day of February, 2015.



Chris Johnson, Interim Finance Director

Everett Daily Herald

Affidavit of Publication

State of Washington }
County of Snohomish } ss

Kathleen Landis being first duly sworn, upon oath deposes and says: that he/she is the legal representative of the Everett Daily Herald a daily newspaper. The said newspaper is a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the first publication of the Notice hereinafter referred to, published in the English language continually as a daily newspaper in Snohomish County, Washington and is and always has been printed in whole or part in the Everett Daily Herald and is of general circulation in said County, and is a legal newspaper, in accordance with the Chapter 99 of the Laws of 1921, as amended by Chapter 213, Laws of 1941, and approved as a legal newspaper by order of the Superior Court of Snohomish County, State of Washington, by order dated June 16, 1941, and that the annexed is a true copy of EDH617474 ORD. 3107-3111 as it was published in the regular and entire issue of said paper and not as a supplement form thereof for a period of 1 issue(s), such publication commencing on 02/26/2015 and ending on 02/26/2015 and that said newspaper was regularly distributed to its subscribers during all of said period.

The amount of the fee for such publication is \$82.90.

Kathleen Landis

Subscribed and sworn before me on this

26 day of February
2015

Debra Ann Grigg

Notary Public in and for the State of
Washington.

City of Lynnwood - LEGAL ADS | 14127890
DEBBIE KARBBER

DEBRA ANN GRIGG
Notary Public
State of Washington
My Commission Expires
October 31, 2017



CITY OF LYNNWOOD

On the, 23rd day of February, 2015 the City Council of the City of Lynnwood, Washington, passed ordinances: 3107 through 3111. A summary of the content of these ordinances, consisting of the title, provides as follows:

ORDINANCE NO. 3107

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, AMENDING TABLE 21.50.01 IN THE LYNNWOOD MUNICIPAL CODE, RELATING TO SELF-STORAGE FACILITIES IN THE INDUSTRIAL ZONES, AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION.

ORDINANCE NO. 3108

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO MANDATORY GARBAGE COLLECTION SERVICE IN THE CITY; AMENDING SECTION 7.04.040 AND 7.04.050 OF THE LYNNWOOD MUNICIPAL CODE; REPEALING CHAPTER 7.06 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION.

ORDINANCE NO. 3109

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, SUPERSEDING ORDINANCE 2843, ESTABLISHING PROJECT FUNDING FOR 36TH/35TH AVENUE WEST ROAD IMPROVEMENT PROJECT; AN ORDINANCE AUTHORIZING EXPENDITURES IN PROJECT FUND 317; AND AUTHORIZING FUNDING TRANSFERS, ALLOCATIONS, AND REIMBURSEMENTS FROM FUND 331, FUND 440, FUND 110, FUND 411, GRANT FUNDS, MITIGATION FUNDS, AND SNOHOMISH COUNTY FUNDS; AND CONSISTENT WITH THE PROJECT FINANCIAL PLAN; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION.

ORDINANCE NO. 3110

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO THE CREATION OF AN ECONOMIC DEVELOPMENT INFRASTRUCTURE FUND AS AUTHORIZED BY RESOLUTION NO. 2012-06; CREATING CHAPTER 3.106 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION.

ORDINANCE NO. 3111

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, MODIFYING ORDINANCE NO. 3091, A TWO YEAR BIENNIUM BUDGET FOR THE CITY OF LYNNWOOD, WASHINGTON, FOR THE YEARS ENDING DECEMBER 31, 2015 AND 2016; BY MAKING ADJUSTMENTS TO THE CITY'S BUDGET, IN EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

The full text of this ordinance will be mailed upon request. DATED this 26th day of February, 2015.

Chris Johnson, Interim Finance Director
Published: February 26, 2015. EDH617474



CERTIFICATE

I, the undersigned, Chris S. Johnson, the duly appointed Interim City Clerk of the City of Lynnwood, Washington, hereby certify that the Ordinance hereto attached is a full, true and correct copy of Ordinance No. 3111 of the City of Lynnwood, Washington, entitled as follows:

AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, MODIFYING ORDINANCE NO. 3091, A TWO YEAR BIENNIUM BUDGET FOR THE CITY OF LYNNWOOD, WASHINGTON, FOR THE YEARS ENDING DECEMBER 31, 2015 AND 2016; BY MAKING ADJUSTMENTS TO THE CITY'S BUDGET, IN EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

That said ordinance was passed by the Council on February 23, 2015 of said City and was published and posted according to law; that said ordinance was duly published in the official newspaper of said City on February 26, 2015.

A handwritten signature in blue ink, appearing to read 'Chris S. Johnson', is written over a horizontal line.

Chris S. Johnson,
Interim City Clerk of the City of Lynnwood WA

CITY COUNCIL ITEM F

CITY OF LYNNWOOD Administrative Services

TITLE: Ordinance- Amend Fee Schedule

DEPARTMENT CONTACT: Corbitt Loch

SUMMARY:

The purpose of this agenda item is to allow for Council's consideration of proposed changes to the City's Fee Schedule. This is typically done at the end of each year. Administrative Services compiles amendments from departments into a single, annual amendment.

The proposed amendments relate to permitting, construction, and land use--which are administered by the Development and Business Services Department (DBS). During the City Council meeting, DBS staff will be available to provide additional information.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should the Fee Schedule be amended as proposed?

ACTION:

Review the proposed fee increases and take action on the draft ordinance on December 14.

BACKGROUND:

DBS is proposing increases to fees related to Fire Permits (Title 9 LMC), Street Use Permits (Title 12 LMC), Water Utility Permits (Title 13 LMC), Sewer Utility Permits (Title 14 LMC), Plumbing and Mechanical Permits (Title 15 LMC), Building, Electrical and Grading Permits (Title 16 LMC), Subdivisions (Title 19 LMC) and Zoning (Title 21 LMC).

The changes relate to permits/services requiring employee labor. Fees would be increased by 6.3%, which is the change in the Consumer Price Index (CPI) since such fees were last amended in 2018 (Ordinance 3307). Some of the fees proposed for amendment were last updated in 2016 (Ordinance 3237).

June 30, 2018 100% of CPI-W for 2019 COLA's was 3.6%

June 30, 2019 100% for CPI-W for 2020 COLA's was 1.7%

June 30, 2020 100% for CPI-W for 2021 COLA's was 1.0%

Deposits, penalties that are not directly associated with inspections, and fees that do not directly correlate to labor, such as technology and impact fees, would not increase.

This fee adjustment is intended to be an interim change since DBS is planning to undertake a comprehensive fee study during 2021. For that analysis, policy issues will be discussed, such as cost recovery and the inclusion of automatic adjustments based upon inflation.

The proposed amendments to the Fee Schedule were not available at the time the five-year Financial Forecast was developed. Even if this information had been available, forecasting permit fee revenue is difficult. The Financial Forecast and the adopted 2021-2022 Budget assumed:

For 2021: An additional \$400,000 in permit fees and \$500,000 in plan review fees over 2020 revenues, and a 3% increase in all permit fees.

For 2022: A 3% increase over 2021 permit fee revenue.

The proposed changes to permit fees are reasonably consistent with the Financial Forecast.

PREVIOUS COUNCIL ACTIONS:

Noted in preceding section.

FUNDING:

Revenue generated from permit-type services is critical since the City's expenses associated with these services is considerable. The adopted 2021-2022 Budget anticipates \$8.65M in permit fees during the upcoming biennium.

KEY FEATURES AND VISION ALIGNMENT:

The proposed amendments to the Fee Schedule are aligned with Strategic Plan Priorities 1, 2, and 3:

1. Fulfill the community vision for the City Center and Lynnwood Link Light Rail
2. Ensure financial stability and economic success
3. Nurture operational and organizational excellence

ADMINISTRATION RECOMMENDATION:

Review the proposed fee increases and approve the draft ordinance on December 14.

DOCUMENT ATTACHMENTS

Description:	Type:
Draft Ordinance	Backup Material

1

2

3

4

5

6

7

9

0

9

0

1

2

3

4

5

Section 10: Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should 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 11: Summary Publication. Publication of this ordinance shall be by summary publication consisting of the ordinance title.

PASSED this 14th day of December 2020 and signed in authentication of its passage this ____th day of December 2020.

APPROVED:

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Karen Fitzthum, Interim City Clerk

Rosemary Larson, City Attorney

PASSED BY THE CITY COUNCIL: __/__/20

PUBLISHED: __/__/20

EFFECTIVE DATE: __/__/20

ORDINANCE NUMBER: ____

Exhibit A
Ordinance No. _____

3.104.090 LMC Title 9 fees and charges.

The fees and charges set forth in Table 3.104.090 are the city of Lynnwood fees and charges related to the provisions of LMC Title 9.

Table 3.104.090 – LMC Title 9 Fees and Charges**Type of Fee****LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES****PLAN REVIEW FEES**

Plan review	Minimum 1 hour	((\$120.00)) <u>\$127.56</u>
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Expedited Review

Initial	2-hour minimum @ \$120.00 per hour	((\$240.00)) <u>\$254.40</u>
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Resubmittal	1-hour minimum @ \$120.00 per hour	((\$120.00)) <u>\$127.56</u>
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Miscellaneous review

Adult family home	Minimum 1 hour @ 120.00 per hour	((\$120.00)) <u>\$127.56</u>
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Other	Minimum 1 hour @ 120.00 per hour	((\$120.00)) <u>\$127.56</u>
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INSPECTION FEES

Inspection	Minimum 1 hour	((\$120.00)) <u>\$127.56</u>
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Reinspection

Work concealed without inspection or
work not ready at the time of inspection

First reinspection	((\$150.00)) <u>\$159.45</u>
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Second reinspection	((\$300.00)) <u>\$318.90</u>
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Third+ reinspections	((\$450.00)) <u>\$478.35</u>
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Inspection, Overtime – Weekday Call Back	2-hour minimum charge @ ((\$120.00)) <u>\$127.56</u> per hour	((\$240.00)) <u>\$255.12</u>
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Inspection, Overtime – Weekend/Holiday	4-hour minimum charge @ ((\$120.00)) <u>\$127.56</u> per hour	((\$480.00)) <u>\$510.24</u>
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Table 3.104.090 – LMC Title 9 Fees and Charges**Type of Fee****LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES**

Failure to call for fire alarm
inspection within 24 hours

For fire alarm/transmitters within
occupied buildings PER DAY. \$75.00

Working without Permit	1st Offense	\$500.00
	2nd Offense	\$1,000.00
	3rd Offense	\$1,500.00
	4th Offense	\$2,000.00
	5th Offense	\$2,500.00
	6th Offense	\$5,000.00

PERMIT FEES

Commercial Hood	Per system	(\$450.00) <u>\$478.35</u>
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Suppression Systems	5 or less devices, communicator	New flat fee (\$250.00) <u>\$265.75</u>
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Fire alarm systems	6 – 25 devices, panel replacement	New flat fee (\$500.00) <u>\$531.50</u>
	Base fee per system	(\$120.00) <u>\$127.56</u>

New and greater than 25 devices

Note: Each item cost is per unit and
includes plan review and inspection
time

Fire alarm control panel	(\$125.00) <u>\$132.50</u>
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Power supply	(\$60.00) <u>\$63.78</u>
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Keypad	(\$30.00) <u>\$31.89</u>
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Notification device	(\$7.00) <u>\$7.44</u>
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Smoke/Heat/Pull Station, per unit	(\$7.00) <u>\$7.44</u>
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Table 3.104.090 – LMC Title 9 Fees and Charges**Type of Fee****LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES**

	Duct detector, per unit	(((\$22.00)) <u>\$23.39</u>
	Flow/tamper/pressure switch, per unit	(((\$7.00)) <u>\$7.44</u>
	Transmitter, per unit	(((\$90.00)) <u>\$95.67</u>
	NAC	(((\$30.00)) <u>\$31.89</u>
Fire Sprinkler Systems		
NFPA 13-D	One/Two family and townhomes	(((\$180.00)) <u>\$191.34</u>
NFPA 13 or 13R		
Tenant Improvements	5 or less heads	((New flat fee)) (((\$250.00)) <u>\$265.75</u>
	6 – 25 heads	((New flat fee)) (((\$500.00)) <u>\$531.50</u>
New and greater than 25 devices		((Base fee)) (((\$120.00)) <u>\$127.56</u>
Note: Each item cost is per unit and includes plan review and inspection time	Wet riser	(((\$190.00)) <u>\$201.97</u>
	Dry riser	(((\$250.00)) <u>\$265.75</u>
	Sprinkler head, per unit	(((\$7.00)) <u>\$7.44</u>
	Standpipe, per unit	(((\$450.00)) <u>\$478.35</u>
	Fire pump, per unit	(((\$480.00)) <u>\$510.24</u>
	Additional control valve, per unit	(((\$8.00)) <u>\$8.50</u>
	Hydro testing, per project or floor	(((\$30.00)) <u>\$31.89</u>
Underground storage tank decommissioning	Commercial	(((\$450.00)) <u>\$478.35</u>
	Residential, per tank	(((\$200.00)) <u>\$212.60</u>

Table 3.104.090 – LMC Title 9 Fees and Charges**Type of Fee****LMC TITLE 9 – FIRE PERMITS, INSPECTIONS, AND SERVICE FEES**

Operational Permits

Self-service fuel station	Per retail sales outlet, per year	(\$120.00) <u>\$127.56</u>
Indoor tire storage	Per retail sales outlet, per year	(\$120.00) <u>\$127.56</u>
Hot works	Including cutting, welding, and torch down roofing per event	(\$80.00) <u>\$85.04</u>

SERVICES AND OTHER CHARGES

Appeal	Hearing Examiner (Deposit)	\$1,500.00
Preventable alarms	After 3 alarms within 180 days	

Exhibit B
Ordinance No. _____

3.104.120 LMC Title 12 fees and charges.

The fees and charges set forth in Tables 3.104.120 and 3.104.122 are the city of Lynnwood fees and charges related to the provisions of LMC Title 12.

Table 3.104.120 – LMC Title 12 Fees and Charges
LMC TITLE 12 – STREETS AND SIDEWALKS

For utility relocation work resulting from city requested project, the fees are waived. Waiver of fees does not apply if utility proposes an upgrade or new facilities with relocation.

Right-of-Way Use Permit	Underground work:	
	First 100 lineal feet, plus	((679.00)) <u>\$719.74</u>
	Per additional 100 lineal feet or portion thereof, up to 500 lineal feet	((217.00)) <u>\$230.67</u>
	Per 100 lineal feet or portion thereafter	((47.00)) <u>\$49.96</u>
	Above-ground work, new installations:	
	First 100 lineal feet, plus	((679.00)) <u>\$719.74</u>
	Per 100 lineal feet or portion thereafter	((47.00)) <u>\$49.96</u>
	Above-ground work, repair or replacement (including work from manhole to manhole in existing conduit):	
	First 100 lineal feet, plus	((228.00)) <u>\$242.36</u>
	Per 100 lineal feet or portion thereafter	((47.00)) <u>\$49.96</u>
Right-of-Way Vacation	Prehearing fee, plus	((2,100.00)) <u>\$2,232.30</u>
	Appraisal deposit, abutting single-family zones	((2,100.00)) <u>\$2,232.30</u>
	Appraisal deposit, abutting all other zones	((5,250.00)) <u>\$5,580.75</u>
Road Improvement Permit	First 300 lineal feet of road, plus	((1,571.00)) <u>\$1,669.97</u>
	Per 100 lineal feet or portion thereafter	((435.00)) <u>\$462.41</u>

Exhibit C
Ordinance No. _____

3.104.130 LMC Title 13 fees and charges.

The fees and charges set forth in Table 3.104.130 are the city of Lynnwood fees and charges related to the provisions of LMC Title 13.

Table 3.104.130 – LMC Title 13 Fees and Charges**LMC TITLE 13 – WATER**

Cross-Connection Control Permit	(Outside the building envelope)	
	Single-family, excluding irrigation systems permitted under LMC Title 15	((111.00)) <u>\$117.99</u>
	Multifamily or commercial, per device	((263.00)) <u>\$279.57</u>
Fire Hydrant Inspection Permit		((457.00)) <u>\$485.79</u>
Fire Hydrant, Metered Water Consumption	Per 100 cubic feet	((5.50)) <u>\$5.85</u>
	Per 1,000 gallons	((6.00)) <u>\$6.36</u>
Fire Hydrant, Nonmetered Water Consumption		((399.00)) <u>\$424.14</u>
Fire Hydrant, Use Permit	Administration fee, plus	((457.00)) <u>\$485.79</u>
	Damage deposit	420.00
Purity Tests		((228.00)) <u>\$242.36</u>
One test of purity on any main extension will be made without charge so long as the test can be made in coordination with a routine group of purity tests.		
Storm Drainage Permits		
Conveyance system (pipe, ditch, swale, etc.)	First 100 lineal feet, plus	((679.00)) <u>\$719.74</u>
	Per additional 100 lineal feet or portion thereof	((435.00)) <u>\$462.41</u>
Storm main connection permit	Initial connection (to include one manhole, new or existing)	((1,370.00)) <u>\$1,456.31</u>
	Per additional manhole	((1,370.00)) <u>\$1,456.31</u>

Table 3.104.130 – LMC Title 13 Fees and Charges**LMC TITLE 13 – WATER**

Retention/detention system		((1,365.00)) <u>\$1,451.00</u>
Roof or foundation drain installation permit, residential	Greater than 50 feet	((457.00)) <u>\$485.79</u>
	50 feet or less, or connection to existing within 50 feet	((168.00)) <u>\$178.58</u>
Water Meter, Installed by Developer (Includes Facilities Charge)	Equal to 85% of fee for meters installed by city forces, for meters 2" or less	
	3/4" meter	((3,086.00)) <u>\$3,280.42</u>
	1" meter	((3,821.00)) <u>\$4,061.72</u>
	1-1/2" meter (short, less than 25')	((4,801.00)) <u>\$5,089.06</u>
	1-1/2" meter (long)	((6,517.00)) <u>\$6,927.57</u>
	2" meter (short, less than 25')	((5,191.00)) <u>\$5,518.03</u>
	2" meter (long)	((6,890.00)) <u>\$7,419.74</u>
	Over 2" (installed by developer), cost of meter and appurtenances, plus	((2,043.00)) <u>\$2,171.71</u>
Water Main Connection Permit		((1,365.00)) <u>\$1,451.00</u>
Water Main/Service Permit	First 100 lineal feet, plus	((679.00)) <u>\$721.18</u>
	Per additional 100 lineal feet or portion thereof	((435.00)) <u>\$462.41</u>
Water Service Permit, Private	New service (each) – Commercial, SFR, plat or short plat	((339.00)) <u>\$360.36</u>
	Repair or replacement of water lines between the meter and building (greater than 25 feet)	((168.00)) <u>\$178.58</u>
	Repair or replacement of water lines between the meter and building (25 feet or less)	((88.00)) <u>\$93.54</u>
Reinspection fee	Work concealed without inspection or work not	83.00

Table 3.104.130 – LMC Title 13 Fees and Charges

LMC TITLE 13 – WATER

ready at time of inspection will be charged a
reinspection fee

Exhibit D
Ordinance No. _____

3.104.140 LMC Title 14 fees and charges.

The fees and charges set forth in Table 3.104.140 are the city of Lynnwood fees and charges related to the provisions of LMC Title 14.

Table 3.104.140 – LMC Title 14 Fees and Charges**LMC TITLE 14 – SEWERS**

Industrial Waste Limited Discharge Permit		((339.00)) <u>\$360.36</u>
Industrial Waste Discharge Permit	First application	((6,740.00)) <u>\$7,164.62</u>
	All subsequent applications	((2,272.00)) <u>\$2,408.32</u>
Grease Interceptor Permit		((339.00)) <u>\$360.36</u>
Sewer, Capping Permit	Including abandonment of on-site septic systems	((83.00)) <u>\$88.23</u>
Sewer, Lateral Permit	First 100 lineal feet, plus	((679.00)) <u>\$721.18</u>
	Per additional 100 lineal feet or portion thereof	((435.00)) <u>\$462.41</u>
Sewer, Main Connection Permit	Initial connection (to include one manhole, new or existing)	((1,370.00)) <u>\$1,456.31</u>
	Per additional manhole	((1,370.00)) <u>\$1,456.31</u>
Sewer, Main Installation Permit	First 100 lineal feet, plus	((679.00)) <u>\$721.78</u>
	Per additional 100 lineal feet or portion thereof	((435.00)) <u>\$462.41</u>
Sewer, Private System Permit		((679.00)) <u>\$721.78</u>
Side Sewer Permit, New Commercial, SFR, Plat or Short Plat	Per side sewer	((679.00)) <u>\$721.78</u>

Table 3.104.140 – LMC Title 14 Fees and Charges

LMC TITLE 14 – SEWERS

Side Sewer Permit, Repair or Replacement	Greater than 25 feet	((323.00))
		<u>\$343.35</u>
	25 feet or less	((168.00))
		<u>\$178.58</u>
Reinspection Fee	Work concealed without inspection or work not ready at time of inspection will be charged a reinspection fee	83.00

Exhibit E
Ordinance No. _____

3.104.150 LMC Title 15 fees and charges.

The fees and charges set forth in Table 3.104.150 are the city of Lynnwood fees and charges related to the provisions of LMC Title 15.

Table 3.104.150 – LMC Title 15 Fees and Charges**LMC TITLE 15 – ONE- AND TWO-FAMILY DWELLING PLUMBING AND MECHANICAL FEES****Mechanical Permit Fees**

Up to 4 pieces of equipment	(\$175.00) <u>\$186.03</u>
Per piece of equipment over 4	(\$15.00) <u>\$15.95</u>

Plumbing Fees

Permit issuance	Up to 4 fixtures	(\$175.00) <u>\$186.03</u>
	Per fixture over 4	(\$15.00) <u>\$15.95</u>

Gas piping system – Standalone permit	Up to 4 outlets	(\$175.00) <u>\$186.03</u>
	Per outlet over 4	(\$15.00) <u>\$15.95</u>

Gas piping system as part of a plumbing or mechanical permit	Per outlet (when included in outlet count)	(\$15.00) <u>\$15.95</u>
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Backflow protection device – Standalone permit	Up to 4 devices	(\$175.00) <u>\$186.03</u>
	Per device over 4	(\$15.00) <u>\$15.95</u>

Backflow prevention device – As part of a plumbing system permit	Per device (when included in outlet count)	(\$15.00) <u>\$15.95</u>
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Exhibit F
Ordinance No. _____

3.104.160 LMC Title 16 fees and charges.

The fees and charges set forth in Table 3.104.160 are the city of Lynnwood fees and charges related to the provisions of LMC Title 16.

Table 3.104.160 – LMC Title 16 Fees and Charges

**LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES**

Fees are based upon the International Code Council Valuation Data Table for construction valuation or the International Building Code for square footage, whichever is greater.

Building and Single-Family Permits

Total Valuation Equal To:	\$0 – \$1,000.00	
	Up to \$1,000.00	(((\$53.00)) <u>\$56.34</u>
	\$1,001.00 – \$2,000.00	
	First \$1,000.00 plus	(((\$53.00)) <u>\$56.34</u>
	For each additional \$100.00 or fraction thereof, up to and including \$2,000.00	(((\$4.00)) <u>\$4.25</u>
	\$2,001.00 – \$25,000.00	
	First \$2,000.00, plus	(((\$93.00)) <u>\$98.86</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00	(((\$17.00)) <u>\$18.07</u>
	\$25,001.00 – \$50,000.00	
	First \$25,000.00, plus	(((\$484.00)) <u>\$513.04</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00	(((\$12.00)) <u>\$12.76</u>
	\$50,001.00 – \$100,000.00	
	First \$50,000.00, plus	(((\$784.00)) <u>\$833.39</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00	(((\$8.00)) <u>\$8.50</u>
	\$100,001.00 – \$500,000.00	
	First \$100,000.00, plus	(((\$1,184.00)) <u>\$1,258.89</u>
	For each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00	(((\$7.00)) <u>\$7.44</u>

Table 3.104.160 – LMC Title 16 Fees and Charges
LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES

\$500,001.00 – \$1,000,000.00

First \$500,000.00, plus ~~((\$3,984.00))~~
\$4,234.99

For each additional \$1,000.00 or ~~((\$6.00))~~ \$6.38
fraction thereof, up to and
including \$1,000,000.00

\$1,000,001.00 – \$5,000,000.00

First \$1,000,000.00, plus ~~((\$6,984.00))~~
\$7,423.99

For each additional \$1,000.00 or ~~((\$4.00))~~ \$4.25
fraction thereof, up to and
including \$5,000,000.00

\$5,000,001.00 and up

First \$5,000,000.00, plus ~~((\$22,984.00))~~
\$24,431.99

For each additional \$1,000.00 ~~((\$3.00))~~ \$3.19

NOTE: For single-family residential solar energy systems, valuation shall be based on structural components and labor only.

Building Permits – Other Inspections and Fees

Multifamily single-use water heater (gas or electric)		((\$175.00)) <u>\$185.50</u> (including 4 fixtures/ equipment), ((\$15.00)) <u>\$15.95</u> per fixture/ equipment over 4
Demolition, commercial/multifamily		\$1,500.00
Demolition, single-family	Primary building, and/or accessory building	((\$150.00)) <u>\$159.45</u>
Inspection, adult family home	Includes ((\$120.00)) <u>\$127.56</u> fire inspection fee	((\$300.00)) <u>\$318.90</u>
Inspection, minimum site	Commercial, residential and occupancy	((\$175.00)) <u>\$185.50</u>
Inspection, miscellaneous/other		((\$175.00)) <u>\$185.50</u>
Inspection, overtime – Weekday call back	Hourly, with 2-hour minimum*	((\$175.00)) <u>\$185.50</u>

Table 3.104.160 – LMC Title 16 Fees and Charges**LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES**

Inspection, overtime – Weekend/holiday	Hourly, with 4-hour minimum*	((\$175.00)) <u>\$185.50</u>
*Or the total hourly cost incurred by the city, whichever is greatest. The actual cost shall include wages, benefits, overhead, supervision, supplies and equipment of the employees involved.		
Inspection, reinspection	Work concealed without inspection or work not ready at the time of inspection will be charged a reinspection fee	
	1st reinspection	\$150.00
	2nd reinspection	\$300.00
	3rd+ reinspection	\$450.00
Investigation, stop work orders	Amount equal to permit fee	
Plan review	Fee, applies to all permits requiring review, unless listed below	65% of building or single-family permit fee
	Fee, applies to commercial/multifamily plumbing and mechanical permits requiring review	40% of plumbing/mechanical fees
	Hourly, additional review required for changes, additions or revisions to approved plans, minimum 1 hour*	((\$175.00)) <u>\$185.50</u>
Overtime plan review	Weekday overtime plan review: hourly, with 2-hour minimum*	((\$175.00)) <u>\$185.50</u>
	Weekend, holiday, or weekday call-back: hourly, with 4-hour minimum	((\$175.00)) <u>\$185.50</u>
Expedited plan review	Hourly, for projects up to \$100,000 in construction value	((\$175.00)) <u>\$185.50</u>
	Surcharge, for projects in excess of \$100,000 in construction value	70% of plan review fee
Banner permit	Per occupancy	((\$40.00)) <u>\$42.52</u>
Solar system, commercial or single-family not meeting the permitting checklist requirements	Fee based on building permit valuation table	
Solar system, single-family per permitting checklist	Permit fee	((\$120.00)) <u>\$127.56</u>

*Or the total hourly cost incurred by the city, whichever is greatest. The actual cost shall include wages, benefits, overhead, supervision, supplies and equipment of the employees involved.

Table 3.104.160 – LMC Title 16 Fees and Charges**LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES**

Fees are based upon the International Code Council Valuation Data Table for construction valuation or the International Building Code for square footage, whichever is greater.

Electrical Permit Fees

Inspection, miscellaneous/other	Fee	(\$175.00) <u>\$185.50</u>
Inspection, overtime – Weekday call back	Hourly, with 2-hour minimum*	(\$175.00) <u>\$185.50</u>
Inspection, overtime – Weekend/holiday	Hourly, with 4-hour minimum*	(\$175.00) <u>\$185.50</u>
Inspection, reinspection	1st reinspection	\$150.00
	2nd reinspection	\$300.00
	3rd reinspection	\$450.00
Investigation, stop work orders	Amount equal to original permit fee	
Plan review	Fee is 40% of the electrical permit fee or minimum charge, applies to all permits requiring review	(\$40.00) <u>\$42.52</u>
	Hourly, additional review required for changes, additions or revisions to approved plans, with 1-hour minimum*	(\$175.00) <u>\$185.50</u>
	Overtime review, hourly, 1-hour minimum charge*	(\$175.00) <u>\$185.50</u>
	Expedited plan review	
	Hourly, for projects up to \$100,000 in construction value	(\$175.00) <u>\$185.50</u>
	Surcharge, for projects in excess of \$100,000 in construction value	70% of plan review fee

**Electrical – Commercial and Multifamily
(Includes Low Voltage Solar Systems)**

Total valuation equal to:

Up to \$1,000.00	(\$60.00) <u>\$63.78</u>
\$1,001.00 to \$5,000.00	
For the first \$1,000.00	(\$90.00) <u>\$95.67</u>
Per additional \$1,000.00 or fraction thereof	(\$8.00) <u>\$8.50</u>
\$5,001.00 to \$20,000.00	
For the first \$5,000.00	(\$160.00) <u>\$170.08</u>

Table 3.104.160 – LMC Title 16 Fees and Charges
LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES

	Per additional \$1,000.00 or fraction thereof	((\$18.00)) <u>\$19.13</u>
	\$20,001.00 to \$50,000.00	
	For the first \$20,000.00	((\$375.00)) <u>\$397.50</u>
	Per additional \$1,000.00 or fraction thereof	((\$16.00)) <u>\$17.01</u>
	\$50,001.00 to \$250,000.00	
	For the first \$50,000.00	((\$720.00)) <u>\$765.36</u>
	Per additional \$1,000.00 or fraction thereof	((\$10.00)) <u>\$10.63</u>
	\$250,001.00 to \$1,000,000.00	
	For the first \$250,000.00	((\$2,800.00)) <u>\$2,976.40</u>
	Per additional \$1,000.00 or fraction thereof	((\$6.00)) <u>\$6.38</u>
	\$1,000,001.00 and up	
	For the first \$1,000,000.00	((\$9,250.00)) <u>\$9,832.75</u>
	Per additional \$1,000.00 or fraction thereof	((\$4.00)) <u>\$4.25</u>
Electrical – Single-Family, New		
Low voltage systems	Including security, phones, computers, etc.	((\$70.00)) <u>\$74.41</u>
Service/panel, accessory building or structure	Including garages, pools, spas, and outbuildings	((\$120.00)) <u>\$127.56</u>
Service/panel, primary dwelling	Up to 200 amps (including garage)	((\$170.00)) <u>\$180.71</u>
	Over 200 amps (including garage)	((\$245.00)) <u>\$260.44</u>
Electrical – Single-Family, Remodel and Service		
Circuits, added/alterd – No service change	Up to 10 circuits	((\$100.00)) <u>\$106.30</u>
	Fee per additional circuit (up to maximum total fee of \$200.00)	((\$10.00)) <u>\$10.63</u>
Low voltage systems	Including security, phones,	((\$70.00))

Table 3.104.160 – LMC Title 16 Fees and Charges
LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES

	computers, etc.	<u>\$74.41</u>
Mast/meter	Repair or alteration	(\$100.00) <u>\$106.30</u>
Repair/rewiring	Includes adding or altering outlets	(\$100.00) <u>\$106.30</u>
Service/panel alteration or change	Base fee (no added circuits), plus	(\$100.00) <u>\$106.30</u>
	Fee per added circuit (up to maximum total fee of \$200.00)	(\$10.00) <u>\$10.63</u>
Electrical – Solar, Single-Family		
Per solar system permitting checklist	Permit fee	(\$175.00) <u>\$186.03</u>
Per solar system not meeting permitting checklist	Fee based on electrical permit valuation table	
Electrical – Miscellaneous		
Installation transfer/switch	Panel and residential generator	(\$60.00) <u>\$63.78</u>
Service, events (carnivals, art and street fairs, haunted houses, amusement rides, and other temporary events)	Base fee, plus	(\$100.00) <u>\$106.50</u>
	Per concession	(\$15.00) <u>\$15.98</u>
Service, mobile/manufactured home	Not including accessory buildings or structures	(\$100.00) <u>\$106.30</u>
Service, portable classrooms		(\$100.00) <u>\$106.30</u>
Service, swimming pools, hot tubs, spas and saunas:		(\$100.00) <u>\$106.30</u>
Service, temporary		(\$100.00) <u>\$106.30</u>
Sign hook-up	Per sign	(\$40.00) <u>\$42.52</u>
T-stats, commercial	Base fee	(\$40.00) <u>\$42.52</u>
	Each additional T-stat over 1	(\$10.00) <u>\$10.63</u>
Grading Permit Fee		
	Administrative fee, plus inspection and plan review fees (50 cubic yards/38.2 m ³ or less exempt)	(\$474.00) <u>\$502.41</u>

Table 3.104.160 – LMC Title 16 Fees and Charges**LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES**

Grading Inspection Fees	50 cubic yards (38.2 m ³) or less	(((\$29.00)) <u>\$30.83</u>
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	(((\$49.00)) <u>\$52.09</u>
	101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	
	First 100 cubic yards (76.5 m ³), plus	(((\$49.00)) <u>\$52.09</u>
	Each additional 100 cubic yards (76.5 m ³)	(((\$24.00)) <u>\$25.51</u>
	1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	
	First 1,000 cubic yards (764.6 m ³), plus	(((\$260.00)) <u>\$276.38</u>
	Each additional 1,000 cubic yards (764.6 m ³)	(((\$21.00)) <u>\$22.32</u>
	10,001 to 100,000 cubic yards (7,646 m ³ to 76,456 m ³)	
	First 10,000 cubic yards (7,645.5 m ³), plus	(((\$436.00)) <u>\$463.47</u>
	Each additional 10,000 cubic yards (7,645.5 m ³)	(((\$87.00)) <u>\$92.48</u>
	100,001 cubic yards (76,456 m ³) or more	
	First 100,000 cubic yards (76,455 m ³), plus	(((\$1,232.00)) <u>\$1,309.62</u>
	Each additional 10,000 cubic yards (7,645.5 m ³)	(((\$50.00)) <u>\$53.15</u>
Grading Plan Review Fees	50 cubic yards (38.2 m ³) or less	–
	51 to 100 cubic yards (40 m ³ to 76.5 m ³)	(((\$32.00)) <u>\$34.02</u>
	101 to 1,000 cubic yards (77.2 m ³ to 764.6 m ³)	(((\$49.00)) <u>\$52.09</u>
	1,001 to 10,000 cubic yards (765.3 m ³ to 7,645.5 m ³)	(((\$66.00)) <u>\$69.96</u>
	10,001 to 100,000 cubic yards (7,646 m ³ to 76,456 m ³)	
	First 10,000 cubic yards (7,645.5 m ³), plus	(((\$66.00)) <u>\$69.96</u>

Table 3.104.160 – LMC Title 16 Fees and Charges

**LMC TITLE 16 – BUILDING, SINGLE-FAMILY, ELECTRICAL AND GRADING FEES;
COMMERCIAL AND MULTIFAMILY PLUMBING AND MECHANICAL FEES**

	Each additional 10,000 cubic yards (7,645.5 m ³)	((\$34.00)) <u>\$36.14</u>
	100,001 to 200,000 cubic yards (76,456 m ³ to 152,911 m ³)	
	First 100,000 cubic yards (76,455 m ³), plus	((\$362.00)) <u>\$384.81</u>
	Each additional 10,000 cubic yards (7,645.5 m ³)	((\$19.00)) <u>\$20.20</u>
	200,001 cubic yards (152,912 m ³) or more	
	First 200,000 cubic yards (152,911 m ³), plus	((\$540.00)) <u>\$574.02</u>
	Each additional 10,000 cubic yards (7,645.5 m ³)	((\$10.00)) <u>\$10.63</u>
Structure Moving Permit	Base fee, plus	((\$770.00)) <u>\$818.51</u>
	Preinspection up to 2 hours	((\$175.00)) <u>\$186.03</u>

Exhibit G
Ordinance No. _____

3.104.190 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)) <u>\$1,594.50</u>
Lot combination		((1,500.00)) <u>\$1,594.50</u>
Subdivision		((15,000.00)) <u>\$15,945.00</u>
Short subdivision	Creating two lots	((2,000.00)) <u>\$2,126.00</u>
	Creating 3-9 lots	((7,500.00)) <u>\$7,972.50</u>
Preliminary binding site plan		((10,000.00)) <u>\$10,630.00</u>
Final binding site plan		((5,000.00)) <u>\$5,315.00</u>

City Attorney Support Actual cost

Hearing Examiner Actual cost

Public Notice Requirements

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

Exhibit H
Ordinance No. _____

3.104.210 LMC Title 21 fees and charges.

The fees and charges set forth in Table 3.104.210 are the city of Lynnwood fees and charges related to the provisions of LMC Title 21.

Table 3.104.210 – LMC Title 21 Fees and Charges**Type of Fee****LMC TITLE 21 – ZONING FEES**

Accessory Dwelling Unit		((500.00)) <u>\$531.50</u>
Administrative Amendment (LMC 1.35.180)		((1,500.00)) <u>\$1,594.50</u>
Conditional Use Permits		((5,000.00)) <u>\$5,300.00</u>
Development Agreements*		2,500.00
*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.		
Essential Public Facility	Local	((1,500.00)) <u>\$1,594.50</u>
	Regional or State	((20,000.00)) <u>\$21,260.00</u>
Miscellaneous Plan Review	Fee for review not related to a permit (e.g., parking lot)	((263.00)) <u>\$297.57</u>
Parking Alternatives Review		((1,500.00)) <u>\$1,594.50</u>
Planned Unit Development (PUD)		((10,000.00)) <u>\$10,630.00</u>
Preapplication Meeting		200.00
*Fee credited towards development review charges.		

Table 3.104.210 – LMC Title 21 Fees and Charges**Type of Fee****LMC TITLE 21 – ZONING FEES**

Project Design Review	Under 5,000 gross sq. ft.	((3,500.00)) <u>\$3,720.50</u>
	5,000 gross sq. ft. and above	((15,000.00)) <u>\$15,945.00</u>
Reclassification (Rezone)		((10,000.00)) <u>\$10,630.00</u>
Variance, Single-Family		((500.00)) <u>\$531.50</u>
Variance, Standard (Non-Single-Family)		((3,000.00)) <u>\$3,189.00</u>
Wireless Communication Facility (WCF)		((5,000.00)) <u>\$5,300.00</u>
Small wireless facility ¹ , permit review	Up to five small wireless facilities	((500.00)) <u>\$531.50</u>
	Each additional small wireless facility	((100.00)) <u>\$106.30</u>
Small wireless facility, right-of-way access and/or attachment to city-owned pole/structure	Per year, per pole/structure	((270.00)) <u>\$287.01</u>
Zoning Code Interpretation		((1,000.00)) <u>\$1,063.00</u>
Zoning Certification Letter		((150.00)) <u>\$159.45</u>
Signs with Searchlights	Per permit	((86.00)) <u>\$91.59</u>
City Attorney Support	Actual cost	
Hearing Examiner	Actual cost	

Table 3.104.210 – LMC Title 21 Fees and Charges

Type of Fee

LMC TITLE 21 – ZONING FEES

Public Notice Requirements

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

1 As defined by the Federal Communications Commission (FCC), Subpart U, 47 CFR Part 1.

CITY COUNCIL ITEM G

CITY OF LYNNWOOD Administrative Services

TITLE: Ordinance - 2019-2020 Budget Amendments

DEPARTMENT CONTACT: Sonja Springer, Finance Director

SUMMARY:

The purpose of this agenda item is to allow for discussion of the final amendment of the 2019-2020 Budget. It is customary for the Council to approve amendments at the end of each biennium.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Are the proposed amendments appropriate as written?

ACTION:

Discuss the proposed amendments.

BACKGROUND:

See attached memorandum.

PREVIOUS COUNCIL ACTIONS:

Numerous; see attached memorandum.

FUNDING:

NA.

KEY FEATURES AND VISION ALIGNMENT:

The proposed amendments close some funds no longer needed, provide for the recent award of Snohomish County CARES Act funds, and authorize the transfer of up to \$1.5 million in Revenue Stabilization funds to balance the General Fund.

ADMINISTRATION RECOMMENDATION:

Discuss the proposed amendments. On December 14, approve the draft ordinance as written.

DOCUMENT ATTACHMENTS

Description:	Type:
Amendment Memorandum	Backup Material
Draft Ordinance	Backup Material
Resolution 2020-08 Intent to Utilize General Fund Reserves	Backup Material



Date: December 7, 2020

To: City Council

From: Sonja Springer, Finance Director
Mayor Nicola Smith

Subject: 2019-2020 Budget Amendments Review

INTRODUCTION

On November 26, 2018, the City passed Ordinance #3315 that adopted the 2019-2020 biennial budget. On August 12, 2019, Ordinance #3341 was approved that included 2019 budget amendments, and on November 25, 2019 the 2019-2020 Budget Modifications were approved via Ordinance #3349.

In 2020, there have been three budget amendment ordinances approved; on June 22 Ordinance #3362 was adopted, and on September 14 budget amendment Ordinances #3366 and #3377 were adopted.

The final 2019-2020 budget amendments described below will be discussed and reviewed at the December 7 Council Work Session. These proposed budget amendments were reviewed at previous Council Finance Committee meetings. The ordinance to adopt the budget amendments below is scheduled for adoption at the December 14 Council meeting.

DESCRIPTION OF PROPOSED FINAL AMENDMENTS TO THE 2019-2020 BUDGET

General Fund Amendments

- 1) A budget amendment request is being made to transfer \$186,440 from the LID 93 I-5/196th Street Fund #224. This debt was paid off in 2019 and there is no need to keep this fund open past 2020. A balance of \$186,440 can be transferred to the General Fund to help alleviate the revenue downturn in 2020 due to COVID-19.
- 2) A budget amendment request is being made to transfer \$120,398 from the Local Improvement Guaranty Fund #263. This debt was paid off in 2019 and there is no need to keep this fund open past 2020. A balance of \$120,398 can be transferred to the General Fund to help alleviate the revenue downturn in 2020 due to COVID-19.
- 3) A budget amendment request is being made to transfer \$15,627 from the Program Development Fund #099. There hasn't been a need to use this fund for many years. A balance of \$15,627 can be transferred to the General Fund to help alleviate the revenue downturn in 2020 due to COVID-19.

- 4) A budget amendment request is being made to add CARES Act funding to be received from Snohomish County in the amount of \$231,596. Grant revenue budget and related CARES Act expenditure budget in the same amount of \$231,596 is being requested so the City can expend these additional monies prior to December 31, 2020.
- 5) A budget amendment of \$1.5 million is being requested to transfer up to \$1.5 million from the Revenue Stabilization Fund to the General Fund in order to meet minimum reserve requirements in the General Fund.

Resolution #2020-08 was approved by City Council on July 13, 2020 that included this as an option to address reduced revenues in the General Fund due to COVI-19. Section 1 of this resolution states, “It is the intent of the City Council to authorize use of General Fund reserves (Revenue Stabilization Fund and/or Unassigned Fund Balance) to address the forecasted \$2.2 million gap between General Fund revenues and expenses during 2020. Such authorization would occur at a future time by approval of a budget amendment.”

A copy of this resolution is attached for your reference. While the exact amount of the transfer is unknown at this time, allowing up to \$1.5 million should be adequate to cover the updated and anticipated reserve “Gap” within the General Fund caused by reduced revenues as a result of COVID-19.

There is a plan to replenish the Revenue Stabilization Fund in the 2021-2022 Adopted Budget, which is required under Section 2 of Resolution 2020-08.

Other Funds’ Amendments

LID 93 I-5/196th Street Fund #224

Add revenue budget of \$10,985 to reflect actual interest revenue earned in 2019-2020.

Transfer the balance of this fund (\$186,440) to the General Fund.

Local Improvement Guaranty Fund #263

Increase expenditure budget in 2019-2020 to reflect actual expenditures – increase of \$487.

Transfer the balance of this fund (\$120,398) to the General Fund.

Program Development Fund #099

Transfer the balance of this fund (\$15,627) to the General Fund.

Revenue Stabilization Fund #098

Transfer up to \$1.5 million to the General Fund as needed to maintain reserve requirements within the General Fund.

Fleet Reserve Fund #510

Due to the need to replace a police vehicle that was totaled in 2020 and covered by insurance, there is a need to add \$72,000 to the Fleet Fund #510 that paid for the replacement vehicle.

Included in the 2021-2022 budget is \$580,700 for the purchase of a Vactor truck. The Vactor was ordered in 2020 and was expected to be delivered in early 2021, as these vehicles take

approximately 9-12 months for the unit to arrive. However, the Vactor arrived early, in late 2020, and now that the City has possession of the Vactor, the City is required to pay for it in 2020. There is a need to add \$580,700 to the 2019-2020 budget to accommodate this purchase.

The total budget needed for Fleet Reserve Fund #510 is \$652,700. These required amendments were reviewed and discussed with the Council Finance Committee at their November 19 meeting.

The proposed amendments maintain a balanced budget, along with strong reserves to mitigate unforeseen needs or events. The amendments also ensure a continued focus toward providing high quality services to the citizens of Lynnwood.

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

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 14, 2020, by Ordinance 3366, the City Council amended the
24 adopted budget for the years 2019-2020; and

25 WHEREAS, on September 14, 2020, by Ordinance 3367, the City Council amended the
26 adopted budget for the years 2019-2020; and

27 WHEREAS, amendment of the 2019-2020 Budget at the close of the fiscal biennium is
28 necessary to implement the legislative authority of the City Council through adjustments to the
29 General Fund, Street Fund 224, Local Improvement Guaranty Fund 263, and the Program
30 Development Fund 099; enable the City to receive and disperse \$231,596 in CARES Act funds;
31 and to transfer up to \$1.5 million from the Revenue Stabilization Fund to the General Fund; and

32 WHEREAS, the City Council intends to satisfy the provisions of Resolution 2020-08 by
33 selecting one or more methods of restoring General Fund reserves (the “plan”) at the time the
34 transfer amount is known; and

1 WHEREAS, the City Council finds that the provisions of this ordinance are reasonable,
2 consistent with applicable laws and financial policies, and further the public's health, safety and
3 welfare, now therefore:

4 THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DO ORDAIN AS
5 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.7) attached hereto and incorporated
9 herein.

10 Section 2. Transmittal. A complete copy of this ordinance shall be transmitted to the
11 Washington 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,
15 sentence, 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
19 effect and be in full force five (5) days after publication.

20
21 PASSED BY THE CITY COUNCIL, the 14th day of December 2020 and approved by the
22 Mayor this ____ day of December 2020.

23
24 APPROVED:

25
26
27 _____
28 Nicola Smith, Mayor
29 Mayor

30 ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

31
32
33 _____
34 Karen Fitzthum, Interim City Clerk

35 _____
36 Rosemary Larson, 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
GENERAL GOVERNMENT						
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
Total General Govt. Funds	\$ 32,899,859	\$ 142,886,775	\$ 175,786,634	\$ 150,010,719	\$ 25,775,915	\$ 175,786,634
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 37,402,307	\$ 76,106,418	\$ 113,508,725	\$ 90,990,216	\$ 22,518,509	\$ 113,508,725
CAPITAL FUNDS						
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
Total Capital Funds	11,395,514	85,865,883	97,261,397	93,672,883	3,588,514	97,261,397
TOTAL 2019-2020 ADOPTED BUDGET	\$ 81,697,680	\$ 304,859,076	\$ 386,556,756	\$ 334,673,818	\$ 51,882,938	\$ 386,556,756

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
GENERAL GOVERNMENT						
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
Total General Govt. Funds	\$ 34,514,937	\$ 144,262,443	\$ 178,777,380	\$ 151,236,506	\$ 27,540,874	\$ 178,777,380
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 36,713,532	\$ 76,106,418	\$ 112,819,950	\$ 93,531,958	\$ 19,287,992	\$ 112,819,950
CAPITAL FUNDS						
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
Total Capital Funds	22,328,424	85,865,883	108,194,307	102,811,866	5,382,441	108,194,307
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,556,893	\$ 306,234,744	\$ 399,791,637	\$ 347,580,330	\$ 52,211,307	\$ 399,791,637

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
GENERAL GOVERNMENT						
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
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	-	391,750	391,750	230,000	161,750	391,750
Total General Govt. Funds	\$ 34,840,392	\$ 144,312,943	\$ 179,153,335	\$ 151,458,906	\$ 27,694,429	\$ 179,153,335
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 36,713,532	\$ 68,234,868	\$ 104,948,400	\$ 94,235,292	\$ 10,713,108	\$ 104,948,400
CAPITAL FUNDS						
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
Total Capital Funds	22,328,424	84,454,848	106,783,272	102,811,866	3,971,406	106,783,272
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,882,348	\$ 297,002,659	\$ 390,885,007	\$ 348,506,064	\$ 42,378,943	\$ 390,885,007

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

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
GENERAL GOVERNMENT						
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
105 Criminal Justice Fund	3,778,427	1,728,845	5,507,272	2,633,784	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
520 Technology Reserve Fund	-	611,750	611,750	450,000	161,750	611,750
Total General Govt. Funds	\$ 34,840,392	\$ 145,538,788	\$ 180,379,180	\$ 152,684,751	\$ 27,694,429	\$ 180,379,180
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 36,713,532	\$ 68,234,868	\$ 104,948,400	\$ 94,235,292	\$ 10,713,108	\$ 104,948,400
CAPITAL FUNDS						
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
Total Capital Funds	22,328,424	84,454,848	106,783,272	102,811,866	3,971,406	106,783,272
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,882,348	\$ 298,228,504	\$ 392,110,852	\$ 349,731,909	\$ 42,378,943	\$ 392,110,852

Exhibit A.5

2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # 3366

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
GENERAL GOVERNMENT						
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
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
Total General Govt. Funds	\$ 34,840,392	\$ 145,538,788	\$180,379,180	\$ 154,076,751	\$ 26,302,429	\$ 180,379,180
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 36,713,532	\$ 68,234,868	\$104,948,400	\$ 94,235,292	\$ 10,713,108	\$ 104,948,400
CAPITAL FUNDS						
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
Total Capital Funds	22,328,424	85,846,848	108,175,272	104,203,866	3,971,406	108,175,272
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,882,348	\$ 299,620,504	\$393,502,852	\$ 352,515,909	\$ 40,986,943	\$ 393,502,852

Exhibit A.6

2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE #3367

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
GENERAL GOVERNMENT						
011 General Fund	\$ 5,962,407	\$ 114,593,904	\$ 120,556,311	\$ 116,280,728	\$ 4,275,583	\$ 120,556,311
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	1,728,845	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
Total General Govt. Funds	\$ 34,840,392	\$ 146,132,788	\$ 180,973,180	\$ 154,670,751	\$ 26,302,429	\$ 180,973,180
ENTERPRISE FUNDS						
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
Total Enterprise Funds	\$ 36,713,532	\$ 68,234,868	\$ 104,948,400	\$ 94,235,292	\$ 10,713,108	\$ 104,948,400
CAPITAL FUNDS						
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
Total Capital Funds	22,328,424	85,846,848	108,175,272	104,203,866	3,971,406	108,175,272
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,882,348	\$ 300,214,504	\$ 394,096,852	\$ 353,109,909	\$ 40,986,943	\$ 394,096,852

Exhibit A.7
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
GENERAL GOVERNMENT						
011 General Fund	\$ 5,962,407	\$ 116,647,965	\$ 122,610,372	\$ 116,512,324	\$ 6,098,048	\$ 122,610,372
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	1,500,000	4,500,000	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
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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
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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	10,985	336,440	336,440	-	336,440
263 LID 93-1 I-5 196TH	871,885	-	871,885	871,885	-	871,885
510 Equipment Rental Reserve	4,285,782	3,414,416	7,700,198	3,953,952	3,746,246	7,700,198
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520 Technology Reserve Fund	-	611,750	611,750	450,000	161,750	611,750
Total General Govt. Funds	\$ 34,840,392	\$ 147,790,874	\$ 182,631,266	\$ 157,377,999	\$ 25,253,267	\$ 182,631,266
ENTERPRISE FUNDS						
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
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CAPITAL FUNDS						
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331 REET 1	1,801,825	2,240,000	4,041,825	3,149,153	892,672	4,041,825
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357 Other Gov Capital Improv	127,134	10,070,000	10,197,134	10,170,000	27,134	10,197,134
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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
Total Capital Funds	22,328,424	85,846,848	108,175,272	104,203,866	3,971,406	108,175,272
TOTAL 2019-2020 AMENDED BUDGET	\$ 93,882,348	\$ 301,872,590	\$ 395,754,938	\$ 355,817,157	\$ 39,937,781	\$ 395,754,938



RESOLUTION NO. 2020-08

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON,
RELATING TO THE 2019-2020 BUDGET AND THE PREPARATION OF
THE MAYOR'S PROPOSED BUDGET FOR 2021-2022.**

WHEREAS, the COVID-19 pandemic has negatively impacted City revenues during 2020, creating an estimated \$7.8 shortfall in General Fund revenues during 2020; and

WHEREAS, after identifying approximately \$5.6 in expenditure reductions, a forecasted \$2.2 million budget gap remains, with six months remaining in the 2019-2020 budget biennium; and

WHEREAS, the City's General Fund reserves are at or above the adopted goal of equaling 2.5 months of operating expenditures for the previous calendar year; and

WHEREAS, the City is currently developing the Mayor's Proposed Budget for the 2021-2022 biennium and confirmation is needed regarding the approach to be used to address the remaining 2020 budget gap; and

WHEREAS, during meetings open to the public held on June 25 and June 29, 2020, the City Council considered six options for addressing the remaining 2020 budget gap and a majority of the City Council expressed a preference for Option 1—use of General Fund reserves; and

WHEREAS, in combination with General Fund reserves, a plurality of Councilmembers expressed interest in utilizing a portion of Economic Development Infrastructure Fund (EDIF) balance to resolve the budget gap for 2020; and

WHEREAS, the actual amount of the General Fund budget gap for 2020 cannot be known before November/December 2020; and

WHEREAS, at a future meeting, the City Council will consider an ordinance to amend the adopted 2019-2020 Budget in a manner consistent with this resolution; and

WHEREAS, the City Council has determined that the provisions of this resolution support the public's health, safety, and welfare;

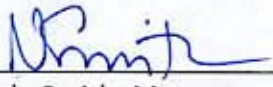
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD RESOLVES AS
FOLLOWS:**

34 **Section 1.** It is the intent of the City Council to authorize use of General Fund reserves
35 (Revenue Stabilization Fund and/or Unassigned Fund Balance) to address the forecasted \$2.2
36 million gap between General Fund revenues and expenses during 2020. Such authorization
37 would occur at a future time by approval of a budget amendment.
38

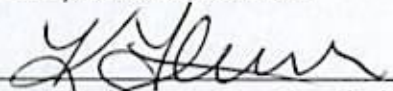
39 **Section 2.** Pursuant to Section 1 of this Resolution, the City Council confirms that the 2021-
40 2022 Budget may have General Fund reserves less than the amount specified by the City of
41 Lynnwood Financial Policies, and will include a plan and schedule for restoring General Fund
42 reserves.
43

44 PASSED by the City Council this 13th day of July 2020.
45

46 APPROVED:

47 
48 _____
49 Nicola Smith, Mayor
50

51
52 ATTEST/AUTHENTICATED:

53 
54 _____
55 Karen Fitzthum, Acting City Clerk
56

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77 PASSED BY CITY COUNCIL: 07/13/2020
78 RESOLUTION NO.: 2020-08

CITY COUNCIL ITEM H

CITY OF LYNNWOOD City Council

TITLE: Break

DEPARTMENT CONTACT: Christine Frizzell, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM I

CITY OF LYNNWOOD City Council

TITLE: Restoring City Code Provisions Relating to Elected Officials' Salaries

DEPARTMENT CONTACT: Council President Christine Frizzell

SUMMARY:

In June all elected officials sent a letter to the Salary Commission asking that their salaries remain stable, without increases, in light of the economic impact of Covid-19. The Salary Commission has filed recommendations since then which require an increase in the mayor's salary and a decrease in the councilmembers' salaries. This discussion is to propose revisions to their recommendation and a discuss possible ordinance to be adopted at the 12/14/2020 Business Meeting.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should the City Council keep the recommendations presented by the Salary Commission or amend the Lynnwood Municipal code to restore current salary rates for the elected officials?

BACKGROUND:

According to State law, including RCW 35A.12.070, the City Council has authority to establish the salaries of the City Council and the Mayor; and when the City Council sets salaries for the City's elected officials, (1) any revised salary for a Councilmember cannot take effect during that Councilmember's current term of office, and (2) any salary increase for the Mayor may take effect during the Mayor's current term of office while any salary decrease for the Mayor cannot take effect during the Mayor's current term of office.

In addition, RCW 35.21.015 authorizes a city council to establish a salary commission, and once established the salary commission sets the salaries for the city's elected officials and if a salary commission sets the salaries for elected officials, salary increases may take effect during the elected officials' current terms of office, upon the salary commission filing its decision on the elected officials' salaries with the office of the city clerk, but salary decreases cannot take effect until a subsequent term of office.

PREVIOUS COUNCIL ACTIONS:

On November 23, 2020, the City Council passed an Ordinance eliminating the City's Salary Commission, and therefore the City Council has resumed authority and responsibility for setting the salaries of the City's elected officials, in accordance with law.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM J

CITY OF LYNNWOOD Executive

TITLE: Mayor Comments and Questions

DEPARTMENT CONTACT: Mayor Smith

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM K

CITY OF LYNNWOOD City Council

TITLE: Council President and Council Comments

DEPARTMENT CONTACT: Christine Frizzell, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM L

CITY OF LYNNWOOD Executive

TITLE: Executive Session, If Needed

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM M-1

CITY OF LYNNWOOD Community Development

TITLE: Board and Commission Reappointment: Planning Commission

DEPARTMENT CONTACT: Ashley Winchell

SUMMARY:

This agenda item seeks direction to schedule City Council confirmation of the Mayor's appointment of Christine Eck to another term as planning commissioner.

Ms. Eck's term at position 2 will expire December 31, 2020 and she has expressed interest in continuing to serve the community and the commission in that capacity. Ms. Eck joined the commission on January 1, 2020 to complete a vacant term.

Ms. Eck has performed her planning commission duties admirably and Mayor Smith is pleased to now nominate Ms. Eck for a second term at position 2. As provided by Chapter 2.29 LMC, commissioners serve four-year terms. If this nomination is confirmed by the Council, Ms. Eck will serve the planning commission through December 31, 2024.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should Ms. Christine Eck be appointed to another term at position 2 of the planning commission?

ACTION:

Authorize staff to schedule Council confirmation for December 14, 2020.

BACKGROUND:

Ms. Eck's term as planning commissioner began January 1, 2020. Most-recently, she has been serving as First Vice Chair of the planning commission.

PREVIOUS COUNCIL ACTIONS:

Ms. Eck was confirmed to planning commission by City Council in 2019.

KEY FEATURES AND VISION ALIGNMENT:

The duties of the planning commission involve comprehensive land use planning, preparation of new development regulation, and similar matters associated with land use.

ADMINISTRATION RECOMMENDATION:

Direct staff to schedule Council confirmation of Ms. Eck to a second term at planning commission position 2.

DOCUMENT ATTACHMENTS

Description:	Type:
No Attachments Available	

CITY COUNCIL ITEM M-2

CITY OF LYNNWOOD Economic Development

TITLE: Board and Commission Reappointments: Tourism Advisory Committee / Lodging Tax Advisory Committee

DEPARTMENT CONTACT: Christy Murray

SUMMARY:

Reappointments to the Tourism Advisory Committee / Lodging Tax Advisory Committee occur annually. This agenda item reappoints Committee Members currently serving terms that expire on December 31, 2020, to terms that expire on December 31, 2021.

Position 2, Lodging Tax Collector, Eric Amundson, Hampton Inn & Suites
Position 3, Lodging Tax Collector, Georgia Borg-Leon, Residence Inn
Position 4, Lodging Tax User, Janet Pope, Lynnwood Public Facilities District
Position 5, Lodging Tax User, Linda Jones, Lynnwood Chamber
Position 7, Retail Representative, Jerry Irwin, Alderwood

ACTION:

Reappoint Eric Amundson, Georgia Borg-Leon, Janet Pope, Linda Jones and Jerry Irwin to the Tourism Advisory Committee.

BACKGROUND:

The LMC, Chapter 2.27, establishes provisions for the Tourism Advisory Committee / Lodging Tax Advisory Committee. The Committee is comprised of eight designated positions that serve to advise and provide recommendations to the Mayor and City Council on tourism matters. Position 1 through 5 of the TAC constitute the City of Lynnwood Lodging Tax Advisory Committee (LTAC) pursuant to Washington state statutes.

The current membership of the Tourism Advisory Committee is as follows:

Position 1, Ian Cotton, Council Chair
Position 2, Lodging Tax Collector, Eric Amundson, Hampton Inn & Suites
Position 3, Lodging Tax Collector, Georgia Borg-Leon, Residence Inn
Position 4, Lodging Tax User, Janet Pope, Lynnwood Public Facilities District
Position 5, Lodging Tax User, Linda Jones, Lynnwood Chamber
Position 6, Restaurant Representative, Linda Geddes, Sparta's Pizza & Pasta
Position 7, Retail Representative, Jerry Irwin, Alderwood
Position 8, Citizen Representative, Debby Mueller

City Council appoints Position 1, City Elected Official as part of the Council appointment process. City Council confirms appointments to positions 2 through 8 as part of the TAC / LTAC appointment process.

Committee members Geddes and Mueller were contacted and have not expressed an interest in being reappointed. Recruitment for these positions will be initiated in January 2021.

ADMINISTRATION RECOMMENDATION:

Reappoint Eric Amundson, Georgia Borg-Leon, Janet Pope, Linda Jones and Jerry Irwin to the Tourism Advisory Committee.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM M-3

CITY OF LYNNWOOD Human Resources

TITLE: Ordinance - Remove Reference to Lynnwood Fire Department from Lynnwood Civil Service Commission

DEPARTMENT CONTACT: Lori Charles

SUMMARY:

This is a housekeeping item to update and correct Lynnwood Municipal Code Article 2.56 which includes provisions establishing a civil service system for the City's Fire Department.

In 2017, the Lynnwood Fire Department merged into the South (Snohomish) County Regional Fire Authority. Since that merge, the Fire Department has not been part of the City of Lynnwood and therefore is no longer covered under the Lynnwood Civil Service Commission.

This ordinance removes the language related to the Lynnwood Fire Department in the Lynnwood Municipal Code, Chapter 2.56 - Civil Service Commission. All language related to the Lynnwood Police Department in Chapter 2.56 will remain unchanged.

ACTION:

Approve this Ordinance which will update and correct the Lynnwood Municipal Code, Article 2.56 - Civil Service Commission.

ADMINISTRATION RECOMMENDATION:

Approve this Ordinance which will update and correct the Lynnwood Municipal Code, Article 2.56 - Civil Service Commission.

DOCUMENT ATTACHMENTS

Description:

[Ordinance to Amend LMC 2.56](#)

Type:

Backup Material

1
2 **CITY OF LYNNWOOD**

3
4 **ORDINANCE NO. _____**

5
6 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY**
7 **OF LYNNWOOD, WASHINGTON, RELATING TO THE**
8 **CITY'S POLICE AND FIRE CIVIL SERVICE; AMENDING**
9 **CHAPTER 2.56 OF THE LYNNWOOD MUNICIPAL CODE;**
10 **AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE**
11 **DATE, AND SUMMARY PUBLICATION.**
12
13

14
15 WHEREAS, the City of Lynnwood (the "City") is authorized by Chapters 41.08 and 41.12
16 RCW to establish a civil service system for the City's Fire Department and Police Department;
17 and

18 WHEREAS, in 1959, the Lynnwood City Council enacted Chapter 2.56 of the Lynnwood
19 Municipal Code, establishing a civil service system for the City's Police Department, and in 1970,
20 the City Council amended Chapter 2.56 to add provisions establishing a civil service system for
21 the City's Fire Department; and

22 WHEREAS, in October of 2017, the Lynnwood Fire Department merged into the South
23 Snohomish County Regional Fire Authority; since that time the Fire Department has not been a
24 part of the City or the City's Civil Service Commission, and the City code provisions relating to
25 civil service for the Fire Department are no longer needed; and

26 WHEREAS, the Lynnwood City Council has determined that it is appropriate and in the
27 best interests of the City to remove the language related to the Lynnwood Fire Department from
28 Chapter 2.56 of the Lynnwood Municipal Code, which establishes a civil service system for the
29 City of Lynnwood; and

30 WHEREAS, the Lynnwood City Council recognizes that all remaining sections of Chapter
31 2.56 relating to Civil Service and the Lynnwood Police Department should remain without change;

32 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD,**
33 **WASHINGTON, DO ORDAIN AS FOLLOWS:**

34 Section 1. Chapter 2.96 of the Lynnwood Municipal Code is amended to read as follows:
35

- 36 2.56.010 Police department – System adopted.
37 2.56.020 Police department – Commission created.
38 2.56.025 Officers and procedures – Police department – Civil service commission.
39 ~~2.56.030 Fire department – System adopted.~~
40 ~~2.56.040 Fire department – Commission created.~~
41 2.56.045 Meetings.

~~2.56.050 Fire department — Provisions adopted — Filing required.~~

2.56.010 Police department – System adopted

A. Except as provided in subsection (B) of this section, the system commonly known as “civil service” as set forth in Chapter 41.12 RCW is adopted for the police department, and all full paid employment therein, and all advancements, demotions, suspensions, discharges or control thereof, and of the members thereof, shall be under the control of and governed by civil service rules prescribed in or adopted pursuant to Chapter 41.12 RCW as now enacted or as hereafter amended.

B. Pursuant to RCW 41.12.050(2), the position of police chief shall be exempt from the police department civil service. In accordance with RCW 41.12.050(3), the police chief shall be entitled to designate a certain number of additional positions, to be known as the unclassified service, as exempt from the police department civil service. In designating positions as exempt, the police chief shall follow the procedures and requirements set forth in RCW 41.12.050.

2.56.020 Police Department – Commission

There is created for the administration of such civil service for the police department, a civil service commission composed of three members, who shall be appointed by the mayor, subject to the approval of a majority of the city council. The term of office of the civil service commission shall be six years, except that the first three members of such commission shall be appointed for different terms, as follows: one to serve for a period of two years, one to serve for a period of four years and one to serve for a period of six years. In the event any civil service commissioner shall resign, become disqualified or be removed for cause, another commissioner shall be appointed to take his place for the unexpired portion of the term.

2.56.025 Officers and procedures – Police Department – Civil service commission.

The civil service commission shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for one year. The commission may elect other officers as the commission deems necessary. The commission shall provide a manner for minutes and records of all regular meetings to be kept. The commission shall adopt rules of procedure, provided, a majority of the commission shall constitute a quorum for the transaction of business, and a majority of the quorum at attendance at any meeting shall be necessary to carry any proposition.

~~2.56.030 Fire department — System adopted~~

~~A. Except as provided in subsection (B) of this section, the system commonly known as “civil service” as set forth in Chapter 41.12 RCW is adopted for the fire department, and all full paid employment therein, and all advancements, demotions, suspensions, discharges or control thereof, and of the members thereof, shall be under the control of and governed by civil service rules prescribed in or adopted pursuant to Chapter 41.08 RCW as now enacted or as hereafter amended.~~

1 B. Pursuant to RCW 41.08.050, the position of fire chief shall be excluded from the fire
2 department civil service. (Ord. 3250 § 2, 2017; Ord. 548 § 1, 1970)

3
4 ~~2.56.040 Fire department — Commission created~~

5 ~~There is created for the administration of such civil service for the fire department, a civil~~
6 ~~service commission composed of three members, who shall be appointed by the mayor.~~
7 ~~The term of office of such civil service commission shall be six years, except that the first~~
8 ~~three members of such commission shall be appointed for different terms as follows: one~~
9 ~~to serve from the time of appointment until January 14, 1972; one to serve from the time~~
10 ~~of appointment until January 14, 1974; and one to serve from the time of appointment until~~
11 ~~January 14, 1976. In the event any civil service commissioner shall resign, become~~
12 ~~disqualified or be removed for cause, another commissioner shall be appointed to take his~~
13 ~~place for the unexpired portion of the term. (Ord. 548 § 2, 1970)~~

14
15 2.56.045 Meetings

16 A meeting of the board shall be held at least once a month.

17
18 ~~2.56.050 Fire department — Provisions adopted — Filing required~~

19 ~~LMC 2.56.030 through 2.56.050 are adopted pursuant to Chapter 41.12 RCW, three copies~~
20 ~~of which are on file in the office of the city clerk, are by this reference incorporated herein~~
21 ~~and made a part of LMC 2.56.030 through 2.56.050. (Ord. 548 § 3, 1970)~~

22
23
24 Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this
25 Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction,
26 such invalidity or unconstitutionality therefore, shall not affect the validity or constitutionality of
27 any other section, subsection, sentence, clause, phrase or word of this Ordinance.

28
29 Section 3. Effective Date. This Ordinance or a summary thereof consisting of the title shall be
30 published in the official newspaper of the City, and this Ordinance shall take effect and be in full
31 force five (5) days after publication.

32 PASSED BY THE CITY COUNCIL this ____ day of _____, 2020.

33 APPROVED:

34
35
36
37 _____
38 Nicola Smith, Mayor

39 ATTEST/AUTHENTICATED:

40
41
42 _____
43 Karen Fitzthum, Acting City Clerk
44
45

1 APPROVED AS TO FORM:
2
3 _____
4 Rosemary Larson, City Attorney
5
6
7 FILED WITH ADMINISTRATIVE SERVICES: _____
8 PASSED BY THE CITY COUNCIL: _____
9 PUBLISHED: _____
10 EFFECTIVE DATE: _____
11 ORDINANCE NUMBER: _____
12

CITY COUNCIL ITEM M-4

CITY OF LYNNWOOD Public Works

TITLE: Interlocal Agreement: with South County Fire for City Fleet Services

DEPARTMENT CONTACT: Public Works Director Franz

SUMMARY:

The City Council approved the latest Interlocal Agreement with South Snohomish Co. Fire and Rescue RFA (SCF) in December of 2017. The term was for two years, with five automatic renewals. Payment to the City for fleet labor is by the officially established Fleet Shop Rate, which Public Works updates each biennium. This renewal changes the Shop Rate from \$117/hr to \$157/hr.

ACTION:

Authorize the Mayor to enter into on behalf of the City an Interlocal Agreement between the City of Lynnwood and South County Fire for City supplied fleet mechanical services to be in effect January 1, 2021 through December 31, 2022.

BACKGROUND:

The attached Interlocal Agreement for the City to provide mechanical services to SCF was negotiated by staff of the two organizations. The SCF board is scheduled to approve the agreement at the December 15, 2020 meeting. With changes to mechanic staffing in 2020 due to a more cost effective model to set up Police Department vehicles, Public Works is comfortable with the staffing model. Staff also contracted with FCS consultants to verify the City's fleet processes and models. This analysis along with historical data and true costs resulted in a higher shop rate. The fee amounts are \$157 per hour for a basic shop rate and \$177.50 per hour for an overtime rate. Lynnwood's Fleet Services is staffed adequately to meet SCF's needs as well as the needs of the City's internal customers. The agreement, data and reports were presented to the Finance Committee on November 19, 2020.

As in the first two years of the agreement, the parties are committed to yearly review of the agreement and data and making further changes, as necessary, to ensure that the workload and amount paid by SCF is equitable for both parties.

PREVIOUS COUNCIL ACTIONS:

Council approved the latest version of the SCF Interlocal Agreement in December, 2017.

FUNDING:

The Interlocal Agreement provides for payment from the RFA for Fleet Mechanical Services budgeted in Fund 511.

DOCUMENT ATTACHMENTS

Description:	Type:
South County Fleet ILA 2021-2022	Backup Material

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LYNNWOOD
AND
SOUTH COUNTY FIRE
FLEET MECHANICAL SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the South County Fire Authority (the "Authority") and the City of Lynnwood (the "City"), both municipal corporations under the laws of the State of Washington (collectively, the "Parties").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, the Authority desires to use City fleet mechanical services for maintaining their fire, aid apparatus, command and administrative vehicles. The City agrees to provide services in return for payment by the Authority; and

WHEREAS, this Agreement maximizes public benefit by providing City services to the Authority that it is not equipped to provide ; and

WHEREAS, both the City and the Authority will benefit from using an agreement which defines and protects the interests of both parties; and

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the City of Lynnwood and the Authority do hereby agree as follows:

1. Provision of Fleet Mechanical Services. The City agrees to provide fleet mechanical services to the Authority and the Authority agrees to pay for such services from the City on the following terms and conditions. "Fleet Mechanical Services" include, but are not limited to:
 - a. All services that can be reasonably provided by Lynnwood's mechanics for both planned and scheduled (twice yearly Preventative Maintenance Services) and unplanned and unscheduled maintenance and repairs of the Authority's Fire apparatus/vehicles, administrative vehicles, and any other equipment or apparatus. Such services shall be paid by the "Hourly Rate" method pursuant to Section 3a below. If the City, in its sole discretion, determines that the City cannot provide the needed maintenance or repairs internally for any reason (i.e. repairs that are beyond the City's abilities such as engine replacement or transmission overhauls) the City, after notifying the Authority, shall send the vehicle out for third party maintenance or repair to be paid for by the Authority. The Authority shall pay fees or costs charged by third party service providers directly to those third parties, in accordance with any payment terms required by the third parties. The Authority reserves the right to select the third party to whom any vehicle will be sent.
 - b. Limited vehicle set-up and electrical services, including, but not limited to, installation of radios, emergency lighting, sirens and Onboard Mobile Gateways (OMG) on new or retro-

fitted Authority vehicles, as agreed to by the parties. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.

- c. Maintenance of Authority aid vehicle cots, and preventative maintenance and repair of cots when brought in associated with preventative maintenance of Aid vehicles. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.
- d. Repair services to cots brought separately for repair and not associated with an Aid vehicle. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.
- e. Annual aerial ladder and pump tests, including coordination of occasional required tests by third parties. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below. The Authority shall pay fees or costs charged by third party testers directly to those third parties, in accordance with any payment terms required by the third parties. The Authority reserves the right to select the third party to whom any vehicle will be sent.
- f. Initial evaluation of damaged vehicles and equipment for insurance claim purposes. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below.
- g. Determination if warranties cover needed repairs. The City shall coordinate such work with the manufacturer. Such services shall be paid by the “Hourly Rate” method pursuant to Section 3a below. Any warranty reimbursement for City labor by the manufacturer shall be paid directly to the City with no reimbursement to the Authority.
- h. Diagnostic/evaluation and fleet expertise/advice. Such services to be paid by the “Hourly Rate” method pursuant to Section 3a below.
- i. Authority requested City staff support for out-of-state travel for reasons such as new equipment inspection shall be paid by the “Hourly Rate” method for actual hours worked during the trip and including all travel costs and incidentals to be paid by the Authority.

2. Term of Agreement. The initial term of this Agreement shall be January 1, 2021 through December 31, 2022, unless either party terminates the Agreement pursuant to Section 8 below. (Please refer to #4, Quarterly Meetings and Biennial Updating regarding agreement extensions.)

3. Payment. The Authority shall pay the City for fleet mechanical services listed in Section 1 above as follows. Invoice amounts shall be due and payable within thirty (30) days of the date of the invoice.

a. Hourly Rate Payments: For the City services listed as “Hourly Rate” in Section 1 above, the Authority shall pay the City an amount equal to the City’s shop billing rate of \$157.00 per hour for all regular hours worked providing the services. An overtime rate of \$177.50 per hour for all hours worked that require staff to be paid at their overtime rate. The Authority must pre-authorize all overtime work.

b. Materials and Parts:

(1) Materials (including consumables such as fluids) and parts necessary to service Authority vehicles shall be ordered by the City and the City shall invoice the Authority for the actual cost incurred by the City for such materials on a monthly basis. No City mark-up shall be included on parts or other materials. Invoices shall include at a minimum a description of materials and parts and vehicles in which they were used.

(2) With pre-authorization of City Fleet Supervisor, the Authority may supply parts purchased at their cost for City use on Authority vehicles. No mark-up of Authority supplied parts shall occur.

c. Sales Tax: Sales tax, if any is due and payable on any of the charges to the Authority under this Agreement, shall be paid by the Authority in addition to the charges described above.

4. Quarterly Meetings and Biennial Updating. The City and the Authority shall cooperate to analyze actual workload and costs and make necessary adjustments to future versions of this Agreement. A standing quarterly meeting with designees from each party shall be scheduled by the City, and held at the request of either party, to review reports and billings, and discuss any issues arising out of the performance of this Agreement. This Agreement shall automatically renew for five (5) consecutive two-year renewal terms, subject to each party's rights to terminate as provided in Section 8.

5. City Responsibilities. The City shall:

A. Provide a reasonable number of appropriately certified mechanics to be available to work on Authority apparatus at any time, to provide the services offered in Section 1 above.

B. Provide maintenance services that meet all applicable standards.

C. Meet reasonable turnaround times in providing services. If emergency conditions exist, or other such extraordinary conditions that prohibit the City from meeting reasonable turnaround times, the City shall notify the Authority as soon as reasonably possible.

D. Account for all services provided including parts, labor, and incidentals. The City shall send a yearly report of services by January 31st to the Authority.

E. Track information related to the Authority's fleet vehicles including, but not limited to, labor hours spent on Authority fleet vehicles, vehicle service records, and records on parts ordered and used including costs and associated apparatus number.

F. Make all reasonable attempts to provide timely fleet expertise and advice. Advice may include topics such as warranties, insurance coverage, ordering, vehicle specifications, service levels, diagnostics, and evaluation.

G. Inspect Authority vehicle tires and coordinate replacement as needed.

H. Provide and coordinate with the Authority for shuttling Authority vehicles needing services.

I. Invoice the Authority monthly for all payments due for services provided in the prior month.

6. Authority Responsibilities. The Authority shall:

A. Provide the City updated lists of Authority apparatus and other vehicles whenever changes to the fleet occur.

B. Provide the City with information related to necessary preventative maintenance schedules for each vehicle.

C. Provide reasonable notice of anticipated mechanical needs beyond preventative maintenance.

D. Pay for any permits or other approvals required for Authority apparatus from regulatory agencies.

E. Pay for any towing costs necessary to transport Authority vehicles.

F. Provide for a reasonable and geographically close vehicle "swap out" location from which City staff can shuttle vehicles. (The Martha Lake Station shall be the "swap out" location, unless and until the parties agree otherwise). Coordinate with the City to shuttle vehicles to and from the City's facility. The Authority shall be solely responsible for shuttling vehicles any distance beyond ten (10) miles. Provide and pay all associated costs of a shuttle vehicle for City and/or Authority use in shuttling vehicles and personnel to and from Authority and City facilities. The Authority will also provide use of a Authority vehicle for transferring apparatus to and from the shop. The vehicle is a 1989 Chevy pick-up truck, apparatus #50. The vehicle may change or may no longer be available depending on the Authority's fleet requirements.

7. Indemnification.

A. The City shall protect, save harmless, indemnify, and defend, at its own expense, the Authority, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the Authority, its elected and appointed officials, officers, employees or agents.

B. The Authority shall protect, save harmless, indemnify, and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the Authority's performance of this Agreement, including claims by the Authority's employees or third parties, except for those

damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.

C. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the Authority, including claims by the City's or the Authority's own officers, officials, employees and volunteers, or third parties, caused by or resulting from the concurrent negligence of the Authority and the City, their officers, officials, employees, and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

D. The indemnification provisions of this Section 7 are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

E. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

F. No liability shall be attached to the City or the Authority by reason of entering into this Agreement except as expressly provided herein.

8. Termination. Either party may terminate this Agreement, with or without cause, upon three hundred sixty-five (365) days written notice to the other party beginning on the second day after the mailing. If this Agreement is so terminated, the parties shall be liable only for the payment in accordance with the terms of this Agreement for services rendered prior to the effective date of the termination.

9. Assignment. Neither party shall assign or sublet its rights or responsibilities under this Agreement without the authorization of the other party.

10. Notice. Each notice or communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours to the party to whom such communication is directed or three working (3) days after being sent by regular mail, to the following address as may be designated by the appropriate party:

CITY OF LYNNWOOD
19100 44th Ave W
Lynnwood, WA 98036
ATTN: Public Works Director

SOUTH COUNTY FIRE AUTHORITY
ATTN: Chief
12425 Meridian Ave S
Everett, WA 98208

11. Dispute Resolution. If either party claims that the other party has breached any term of this Agreement, the following procedures shall be followed if and when informal communications, such as telephone conversations, fail to satisfy the claiming party, or one of the parties elects to trigger the dispute resolution process at any time, in the event of disputes or disagreements concerning programming or uses:

A. The claiming party's Designated Representative shall provide a written notice to the other party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining party alleges was violated.

B. The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

C. The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) working days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representatives of each party, and such others as they individually invite.

D. If the complaining party remains dissatisfied with the results of the meeting, it shall then refer the matter to the Authority Chief and Mayor, or their designees, for resolution. If the issue is not resolved at this level within thirty (30) days, then either party may require in writing that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties and the parties shall consider in good faith any recommendations or settlements arising from such process. All of the steps preceding shall be a prerequisite to either party suing under this Agreement for breach, specific performance, or any other relief related to this Agreement.

12. Severability. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.

13. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

14. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in Snohomish County Superior Court. Each party expressly waives the right to a jury trial.
15. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
16. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default in performance of this Agreement.
17. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
18. Compliance with RCW 39.34.030. This Agreement does not create a separate legal or administrative entity and does not require a joint board. No real or personal property will be jointly acquired pursuant to this Agreement.
19. Recording. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by all Jurisdictions hereto or posting of such Agreement on either party's website.

CITY OF LYNNWOOD

SOUTH COUNTY FIRE AUTHORITY

By: _____ By: _____
Nicola Smith, Mayor Jim Kenny, Board Chair
Date: _____ Date: _____

Approved as to Form:

Approved as to Form:

By: _____ By: _____
Rosemary Larson, City Attorney Rich Davis, RFA Attorney

CITY COUNCIL ITEM M-5

CITY OF LYNNWOOD Public Works

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

DEPARTMENT CONTACT: David Mach and Amie Hanson

SUMMARY:

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

ACTION:

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

BACKGROUND:

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

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

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

FUNDING:

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

City of Lynnwood Funds used:

- Fund 150, Transportation Benefit District

KEY FEATURES AND VISION ALIGNMENT:

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

The 76th Ave Overlay project supports that vision and results in an important improvement to the City's infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately

the Community Vision. This project provides improved streets along with accessible pedestrian ramps which support the goals of being a welcoming city that builds a healthy and sustainable environment; investing in efficient, local and regional transportation systems; and being responsive to the wants and needs of our citizens.

DOCUMENT ATTACHMENTS

Description:	Type:
ILA: City of Edmonds - 76th Ave W Pavement Overlay	Backup Material
ILA Attachment 1 - Lynnwood Project Area	Backup Material

**INTERLOCAL AGREEMENT
CITY OF EDMONDS AND CITY OF
76th AVE OVERLAY PROJECT**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

TERMS

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

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

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

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

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

Edmonds' Administrator:
City Engineer
121 5th Ave
Edmonds, WA 98020

Lynnwood's Administrator:
Deputy Public Works Director
19100 44th Avenue W.
P.O. Box 5008
Lynnwood, WA 98046-5008

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

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

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

Section 4. Obligations of Lynnwood. Lynnwood agrees to:

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

Section 5. Obligations of Edmonds. Edmonds agrees to:

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

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

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

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

Section 8. Release, Indemnification and Hold Harmless Agreement.

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

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

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

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

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

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

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

14. Dispute Resolution.

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

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

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

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

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

DATED this ____ day of _____, 2020.

CITY OF LYNNWOOD

CITY OF EDMONDS

By: _____
NICOLA SMITH, Mayor

By: _____
MIKE NELSON, Mayor

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

Karen Fitzthum, Acting City Clerk

Scott Passey, City Clerk

Approved as to form only:

Approved as to form only:

City of Lynnwood, Office of the City Attorney

City of Edmonds, Office of the City Attorney

ATTACHMENT 1 - LYNNWOOD PROJECT AREA



CITY COUNCIL ITEM M-6

CITY OF LYNNWOOD Public Works

TITLE: Interlocal Agreement: with WSDOT for Paving 196th St SW Project

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

The purpose of this agenda item is to enter into an agreement with Washington State Department of Transportation (WSDOT) to share in the paving costs of the 196th St SW Improvement Project. Since 196th St SW is a state route (SR-524), WSDOT is responsible for the costs associated with paving. The agreement outlines WSDOT's contribution.

ACTION:

Authorize the Mayor to enter into and execute on behalf of the City a Government Contract (GCB 3337) with Washington State Department of Transportation to share in the paving costs of the 196th St SW Improvement Project.

BACKGROUND:

This project will improve 196th St SW from 37th Ave W to 48th Ave W 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. Construction is anticipated to be begin in January 2021 and completed by mid-2023.

Since 196th St SW is a state route (SR-524), WSDOT is responsible for the costs associated with paving this street. The agreement outlines WSDOT's contribution associated with the project's paving costs. Staff believes that it is in the best interest of the City to partner with WSDOT to share in the paving costs.

PREVIOUS COUNCIL ACTIONS:

This paving agreement was introduced to City Council at the November 16, 2020 Work Session (Briefing: 196th St SW Improvement Project Bid Award).

FUNDING:

The total estimated construction cost (excluding Construction Management and Engineering services during construction) is \$27,910,930. As part of the agreement, WSDOT has committed to paying the actual cost of the project's paving work, which is estimated at \$698,213.

KEY FEATURES AND VISION ALIGNMENT:

The Lynnwood Community Vision states that the City is to "Invest in efficient, integrated, local and regional transportation systems", "be a city that is responsive to the wants and needs of our citizens", "be a welcoming city that builds a healthy and sustainable environment" with a "vibrant city center".

The 196th St SW Improvement Project supports that vision and results in an important improvement to the City's infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The project is a supporting capital project that is listed specifically in the

City of Lynnwood 6 Year Transportation Improvement Plan (TIP) and Capital Facilities Plan (ST2003068A). Furthermore, this project meets the goal of providing necessary street capacity in support of the City Center expansion and future Lynnwood growth.

DOCUMENT ATTACHMENTS

Description:	Type:
WSDOT GCB 3337 - SR 524 Paving Agreement	Contract

1 **GCB 3337**

2
3 This Agreement is entered into between the Washington State Department of
4 Transportation (“WSDOT”) and the City of Lynnwood, Washington (the “City”),
5 collectively the “Parties” and individually the “Party.”
6

7 **RECITALS**

- 8
9 1. The City will construct the SR 524 (196th St SW) Widening and Improvements
10 Project (the “Project”) along SR 524 from 48th Ave W to the SR 524/I-5
11 Interchange. The approximate locations of the Project Area are shown in
12 Exhibit A. This construction will take place in both SR 524 managed access
13 right of way and SR 524 limited access right of way (collectively the “SR 524
14 right of way”). Project improvements include, but are not limited to, adding two
15 lanes (one westbound and one eastbound), paving, building wider sidewalks,
16 installing decorative bollards and crosswalks, and landscaping, as listed in the
17 Project cost estimate attached as Exhibit B (the “Project Bid Tabulations”) and
18 shown on the Project plans attached as Exhibit C (the “Project Plans”).
19
20 2. The total construction cost (excluding Construction Management and
21 Engineering services during construction) estimated for the Project is Twenty
22 Seven Million Nine Hundred Ten Thousand Nine Hundred Thirty Dollars
23 (\$27,910,930), as detailed in the Project Bid Tabulations.
24
25 3. WSDOT has committed to paying the actual cost of the Project’s paving work
26 (the “Paving Work”), estimated to be Six Hundred Ninety Eight Thousand Two
27 Hundred Thirteen Dollars (\$698,213). (*See* Exhibit B, Schedule E [\$497,220
28 total amount] plus Schedule F [\$200,993 total amount] equaling \$698,213). The
29 Paving Area of Potential Effect is set forth in Exhibit D.
30
31 4. WSDOT has permitted Project construction in SR 524 right of way pursuant to
32 Construction Agreement GCB 3287.
33
34 5. The City and WSDOT agree it would be in the public’s best interest to complete
35 the Project’s Paving Work because it will improve the safety and roadway
36 efficiency of SR 524 in the Project Area.
37

38 NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are
39 incorporated herein as if fully set forth below, and in consideration of the terms,
40 covenants, conditions, and performances contained herein, and the attached Exhibit A,
41 Exhibit B, Exhibit C, and Exhibit D, that are incorporated herein by this reference,
42

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PAVING WORK COST

1.1 The total construction cost of the Paving Work for the Project is estimated to be \$698,213, as shown in Exhibit B (Schedule E and Schedule F combined).

1.2 In consideration of the faithful performance of the Paving Work by the City through the City's contractor consistent with the Project Plans, WSDOT shall pay the City for the actual cost of the Paving Work incurred by the City. This payment shall be made in accordance with Section 2 of this Agreement.

2. PAYMENT

2.1 Once the Paving Work for the Project has been completed, but before the City grants final acceptance of the Project, the City shall notify WSDOT in writing of the completion of the Paving Work. WSDOT shall inspect the Paving Work within (fourteen) 14 calendar days of the date of the notice. If WSDOT accepts the Paving Work, which acceptance shall not be unreasonably withheld, it shall notify the City of its acceptance in writing. If WSDOT does not accept the Paving Work, it shall notify the City in writing of the reason(s) for the decision to not accept the Paving Work. The City shall have the opportunity to correct the Paving Work if the City agrees that corrections are required, or the City may initiate the dispute resolution process under Section 6.4 below. If the City elects to correct the Paving Work, the City shall notify WSDOT in writing of the completion of the Work, in which case WSDOT shall re-inspect the Paving Work within (fourteen) 14 calendar days of the date of the notice. If WSDOT accepts the Paving Work after the re-inspection, which acceptance shall not be unreasonably withheld, it shall notify the City of its acceptance in writing. "Writing" as used in this Section 2 may include communication by email.

2.2 Upon receipt of WSDOT's written acceptance of the Paving Work, the City shall send an invoice to WSDOT requesting payment for the actual cost of the Paving Work incurred by the City. Within sixty (60) calendar days of receiving the City's invoice WSDOT shall make payment to the City.

2.3 If any additional payment is due for the Paving Work pursuant to Section 4 of this Agreement the City shall send an invoice to WSDOT requesting such payment. Within sixty (60) calendar days of receiving the City's invoice WSDOT shall make payment to the City.

3. PARTY REPRESENTATIVES

3.1 For all communications under this Agreement the Parties designate the following representatives:

City of Lynnwood	Washington State Department of Transportation
Erin Duleba, EIT Project Manager City of Lynnwood 19100 44 th Avenue W Lynnwood, WA 98036 Phone: (425) 670-5227 EDuleba@Lynnwoodwa.gov	Azim Sheikh-Taheri Assistant Regional Administrator Program Management Washington State Department of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 (206) 440-4761 azim.sheikh-taheri@wsdot.wa.gov

3.2 A Party may designate an alternative representative and in this event shall notify the other Party in writing, which includes communication by email.

4. CONTINGENCY AND EXTRA WORK

4.1 In recognition that unforeseen conditions or events, or construction bid results, may result in the actual cost of the Paving Work exceeding the estimated amount of \$698,213, the Parties agree to a twenty-five (25) percent Contingency. WSDOT shall make additional payment to the City to address the increased or unforeseen costs in an amount up to and including One Hundred Seventy Four Thousand Five Hundred Fifty Three Dollars (\$174,553) (the "Contingency"), which is 25 percent of \$698,213 rounded to the nearest dollar, for a maximum payment to the City of Eight Hundred Seventy Two Thousand Seven Hundred Sixty Six Dollars (\$872,766). WSDOT shall make additional payment for the increased or unforeseen costs, if any, in accordance with Section 2.2 of this Agreement. If the increased or unforeseen costs exceed the 25 percent Contingency then this Agreement may be amended by the Parties to provide for payment by WSDOT to the City for the excess amount.

4.2 In the event it is determined that any change from the description of work contained in this Agreement is required, approval must be secured from WSDOT prior to the beginning of such work. If the change is substantial, mutual written approval must be secured.

- 1
2 4.3 Reimbursement for any such increased work and/or substantial change in the
3 description of work, as approved under Section 4.2, shall be limited to costs
4 covered by the written modification, change order or extra work order approved
5 by WSDOT.
6

7 **5. RIGHT OF ENTRY**
8

- 9 5.1 The City hereby grants to WSDOT and its authorized agents, contractors,
10 subcontractors, and employees, a right of entry upon City property and/or City
11 right of way for the purpose of fulfilling the terms of this Agreement.
12

13 **6. GENERAL PROVISIONS**
14

- 15 6.1 Amendment: This Agreement may be amended or modified only by the mutual
16 agreement of the Parties. Such amendments or modifications shall not be
17 binding unless they are in writing and signed by persons authorized to bind each
18 of the Parties.
19

20 6.2 Termination:
21

- 22 6.2.1 This Agreement may be terminated if both Parties agree, in writing, to
23 terminate the Agreement by those authorized to bind each Party.
24

- 25 6.2.2 This Agreement shall be terminated upon (a) completion of the Paving
26 Work for the Project, (b) WSDOT's final inspection and acceptance of
27 the Paving Work, and (c) WSDOT's final payment to the City for the
28 actual cost of the Paving Work as required by this Agreement.
29

- 30 6.2.3 The termination of this Agreement shall not prejudice any rights or
31 obligations accrued to the Parties prior to termination.
32

- 33 6.3 Indemnification and Waiver: Each Party shall protect, defend, indemnify, and
34 hold harmless the other Party and its employees and authorized agents, while
35 acting within the scope of their employment as such, from any and all costs,
36 claims, judgments, and/or awards of damages (both to persons and/or property),
37 arising out of, or in any way resulting from, the indemnifying Party's obligations
38 performed or to be performed pursuant to the provisions of this Agreement. No
39 Party shall be required to indemnify, defend, or hold harmless the other Party if
40 the claim, suit, or action for injuries, death, or damages (both to persons and/or
41 property) is caused by the negligence of the other Party; provided that, if such
42 claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its

1 employees and authorized agents and (b) the City, its employees, contractors,
2 consultants, or authorized agents, or involves those actions covered by RCW
3 4.24.115, the indemnity provisions provided herein shall be valid and
4 enforceable only to the extent of the negligence of the other Party, its
5 employees, contractors, consultants, and authorized agents. For this purpose,
6 each Party, by mutual negotiation, hereby waives, with respect to the other Party
7 only, any immunity that would otherwise be available to it against such claims
8 under the Industrial Insurance provisions of Title 51 RCW.
9

10 6.4 Dispute Resolution: In the event that a dispute arises under this Agreement, the
11 Parties shall resolve the dispute as follows: WSDOT and the City agree to
12 negotiate to resolve any issues. Should such negotiations fail to produce a
13 mutually satisfactory resolution then WSDOT and the City shall each appoint a
14 member to a disputes board, and these two members shall select a third board
15 member not affiliated with either Party. The three-member disputes board shall
16 conduct a nonbinding dispute resolution hearing that shall be informal and
17 unrecorded. At the conclusion of the hearing, the disputes board shall issues a
18 nonbinding decision on the resolution of the Parties' dispute Each Party shall
19 be responsible for its own costs and fees incurred in the dispute resolution
20 process, and the Parties agree to share equally in the cost of the third disputes
21 board member. An attempt at dispute resolution in compliance with this process
22 shall be a prerequisite to the filing of any litigation concerning the dispute;
23 provided, that if the nonbinding dispute resolution hearing does not result in a
24 mutually satisfactory resolution of the dispute, either Party may institute a legal
25 action or proceedings in accordance with Section 6.5.
26

27 6.5 Venue: In the event that either Party deems it necessary to institute legal action
28 or proceedings to enforce any right or obligation under this Agreement, the
29 Parties agree that any such action or proceedings shall be brought in Thurston
30 County Superior Court. Further, the Parties agree that each shall be solely
31 responsible for payment of its own attorney's fees, witness fees, and costs.
32

33 6.6 Audits/Records: All records of the Paving Work for the Project in support of all
34 costs incurred shall be maintained by the City for a period of six (6) years from
35 the date of termination of this Agreement. WSDOT shall have full access to and
36 right to examine said records, during normal business hours and as often as it
37 deems necessary. Should WSDOT require copies of any records it agrees to pay
38 the costs thereof. The Parties agree that the Paving Work performed herein is
39 subject to audit by either or both Parties and/or their designated representatives,
40 and/or the State of Washington and/or the federal government.
41

- 1 6.7 Term of Agreement: Unless otherwise provided herein, the term of this
2 Agreement shall commence as of the date this Agreement is fully executed by
3 both Parties.
4
5 6.8 Severability: Should any section, term or provision of this Agreement be
6 determined to be invalid for any reason, the remainder of this Agreement shall
7 not be affected and the same shall continue in full force and effect.
8
9 6.9 Calendar Day: Calendar day means any day on the calendar including Saturday,
10 Sunday or a legal local, state, or federal holiday.
11

12 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
13 Party's date last signed below.
14

City of Lynnwood	Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Nicola Smith Mayor	Azim Sheikh-Taheri Assistant Regional Administrator Program Management
Approved as to Form City of Lynnwood	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Rosemary A. Larson City Attorney	Guy M. Bowman Assistant Attorney General

15

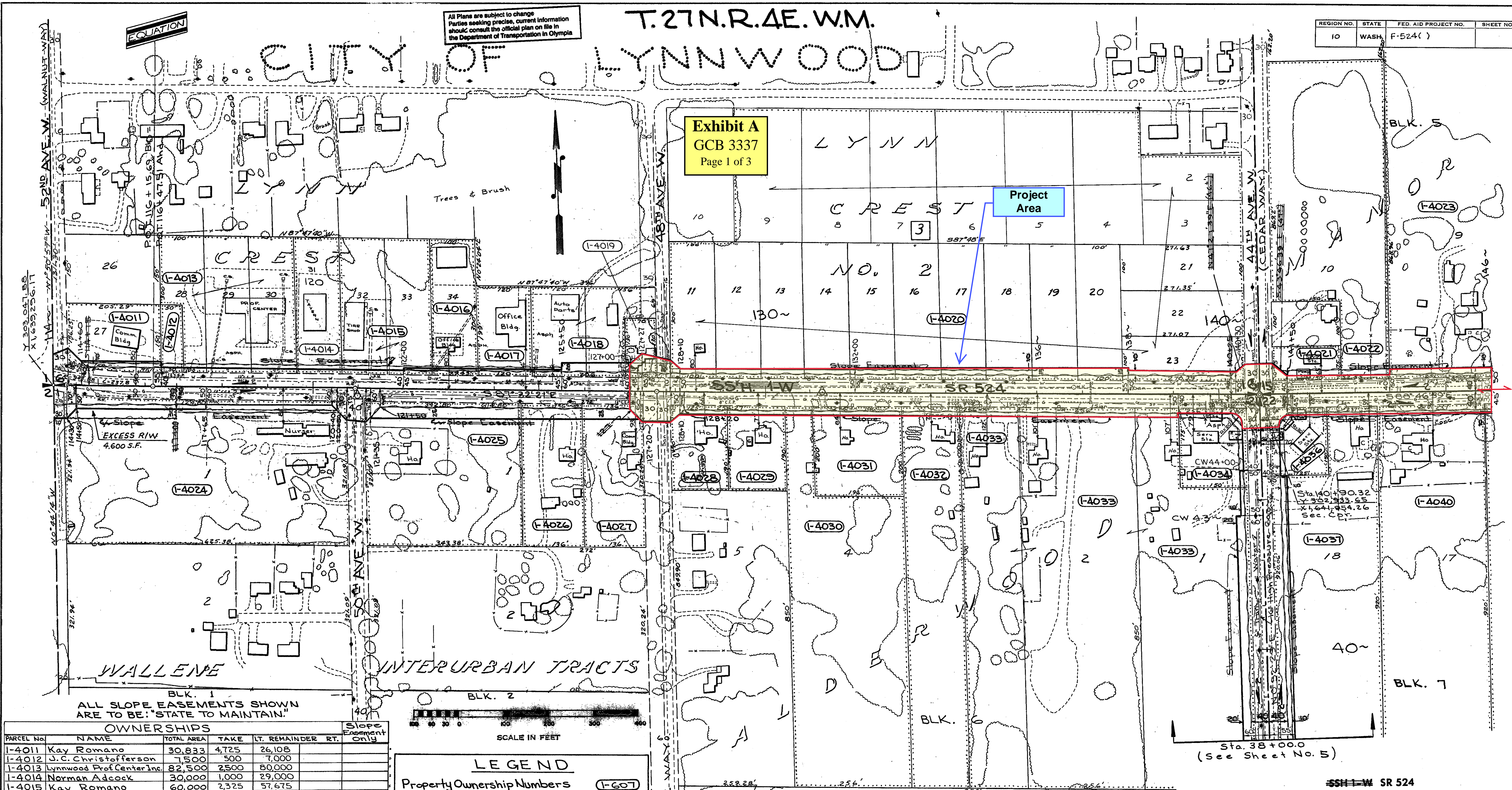
All Plans are subject to change
Parties seeking precise, current information
should consult the official plan on file in
the Department of Transportation in Olympia

T.27N.R.4E.W.M.

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10	WASH.	F-524()	

Exhibit A
GCB 3337
Page 1 of 3

Project
Area



PARCEL No.	NAME	TOTAL AREA	TAKE	LT. REMAINDER	RT.	Slope Easement Only
I-4011	Kay Romano	30,833	4,725	26,108		
I-4012	J.C. Christofferson	7,500	500	7,000		
I-4013	Lynnwood Prof.Center Inc.	82,500	2,500	80,000		
I-4014	Norman Adcock	30,000	1,000	29,000		
I-4015	Kay Romano	60,000	2,325	57,675		
I-4016	Sprague's Inc.	29,915	1,487	28,428		
I-4017	Kirby C. Martin	23,880	1,800	22,080		
I-4018	Melvin G. Erickson	43,754	5,180	38,574		
I-4019	Robert E. Tanner	9,100	2,940	6,160		
I-4020	Venne Beauchamp et al	742,526	28,855	713,671		
I-4021	N.B. of C. of Seattle	11,250	1,980	9,270		
I-4022	Highline Savings & Loan Assn	153,539	1,026	152,513		
I-4023	Jean Hazelton Tokareff	218,079	5,020	213,059		
I-4024	James Henry Osborn	200,980	16,100	184,880		
I-4025	A. Ellsworth Wilcox	110,096	10,365	99,731		
I-4026	Laurice L. Larson	43,566	4,080	39,486		
I-4027	John Nason	43,566	4,135	39,431		
I-4028	Erwin B. Buxton	23,750	2,700	21,050		
I-4029	Octavius Walter Banton	25,000	2,626	22,374		
I-4030	Kirby C. Martin	178,400	1,200	177,200		
I-4031	Earle W. Stevens et al	39,200	3,920	35,280		
I-4032	Eric W. Luttrupp	108,800	2,560	106,240		

LEGEND
Property Ownership Numbers (I-607)
Property Lines

PARCEL No.	NAME	TOTAL AREA	TAKE	LT. REMAINDER	RT.	Slope Easement Only
I-4033	Agua Acres Prop. Inc.	11,639 Ac.	0.656 Ac.		11,034 Ac.	
I-4034	Seattle First Nat. Bank	26,250	3,230		23,020	
I-4035	Harold V. Walton	214,855	6,800	208,055		
I-4036	Stafas Inc.	18,750	4,655		14,095	
I-4037	Blanche Brechner	193,990	28,280		165,710	
I-4038	Julius Beck	222,729	3,800		218,929	
I-4039	John Cooke	222,390	3,800		218,590	
I-4040	Herman James Wickers	218,040	3,555		214,485	

NOTE: ALL AREAS ARE IN SQ. FT., EXCEPT WHERE STATED OTHERWISE

NOTE: For TOTAL PARCEL DETAIL MAP, See Sheet 1
N 0° 58' 40" W 690.0' = Bearings and Distances as taken from Title Reports, County Assessors Maps or Subdivision Plat Maps.

NOTE:
WSDOT'S OWNERSHIP SHOULD BE VERIFIED.
PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.

Letter 12-26-78	1-12-79	Revised R/W & noted excess R/W on Rt. Sta. 114+30 to Sta. 117+00	RLS
Letter 12-11-78	12-26-78	R/W Rev. on Rt. Sta. 117+00 to Sta. 120+50 Parcel I-4024 take rev.	RS
Letter 12-1-78	12-28-78	R/W Revised & Easements Deleted 1/4 R/W Sta. 116+00 to 116+00	JW
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

SR 524
LYNNWOOD: 64TH AVE. W. TO 37TH AVE. W.
SNOHOMISH COUNTY

RIGHT OF WAY
STATION 114+00 TO STATION 146+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

J. M. BLAIR, SR.
H. WALSH

DIRECTOR OF HIGHWAYS

G.D. ZAHN, CHAIRMAN

E. C. HUNTLEY
R. L. JACKSON

SHEET 4

OF 5

APPROVED Sept. 28, 1965
SHEETS

DRAWER 44 SEQUENCE 1

R/W SR 524/18

-SR-5

~~FOR RIGHT-OF-WAY AHEAD, SEE PS 11 NO. 1,
E. 200TH TO SWAMP CREEK, APPROVED
MARCH 28TH, 1961, SHEET 7 OF 13 SHEETS.~~

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10	WASH.	F-524()	

NOTE: ALL AREAS ARE IN SQ. FT. EXCEPT WHERE STATED OTHERWISE.

Exhibit A
GCB 3337
Page 2 of 3

STA. 162+00.0
END OF PLAN

OWNERSHIPS

PARCEL No.	NAME	TOTAL AREA	TAKE	LT. REMAINDER	RT.	Easement
-1-4021	(See Sheet A for Owner ship)					
-1-4043	J. Everett Poole	218,019	5,405	212,614		
-1-4042	Jerold E. Kinney	108,553	3,025	105,528		
-1-4043	Met.Fed.Savings&Loan Assn	109,406	2,740	106,666		
-1-4044	Ole J. Storkas	25,557	1,910	23,647		
-1-4045	Harry M. Gathens	39,887	5,525	34,362		
-1-4046	Enid Walters	65,433	5,050	60,383		
-1-4047	Fredrick E. Dick	109,048	2,080	106,968		
-1-4048	James F. Ward Jr.	6,150	Not	Used		
-1-4049	Orville Cohen et al	404,326	"	"		
-1-4050	Fook Woh Mar	21,600	"	"		
-1-4051	Ethel Roberts	16,800	3,560	13,240		
-1-4052	J. J. Schoner	32,827	11,440	21,387		
-1-4053	Robert A. Johnson	133,400	2,175	131,225		
-1-4054	Gladys Martin	84,640	1,380	83,260		
-1-4055	Geraldine F. Whiting	218,040	6,178	211,862		
-1-4056	Bart Offer	218,040	6,260	211,780		
-1-4057	E. A. Eschrich	282,947	7,531	275,416		
-1-4058	Olaf Langstrom	124,694	5,330	119,364		
-1-4059	Berniece V. Carlson	113,508	5,033	108,475		
-1-4060	Ephraim Luck	101,097	3,510	97,587		
-1-4061	Clarence C. Sievert	92,506	3,600	88,906		
-1-6786	LCTR, L.L.C.	◇ 144,184				Q 241
-1-6787	MAYO, ET. AL.	◇ 9,583	615	8,968		Q 251
-1-6788	GIEGERICH SEATTLE ASSOC.	◇ 501,811	Q 2,464	499,347		Q 812 ** 504
-1-6789	QUANTUM VENTURES, L.L.C.	◇ 40,075				Q 1,907 ** 221
-1-6790	EDMONDS SCHOOL DISTRICT # 15	◇ 169,884				Q 3,200 ** 2,570 Q

◆ TOTAL AREA FROM ASSESSOR'S RECORDS
 ① TEMPORARY CONSTRUCTION EASEMENT
 ** SLOPE EASEMENT
 ○ INCLUDES AREA SHOWN ON SR3, ALDERWOOD MANOR INTERCHANGE,
 SHEET 2 OF 4 SHEETS, APPROVED APRIL 7, 1995

SUPERSEDED

STATION 160+90 TO STATION
162+00 SUPERSEDED BY SR 5,
ALDERWOOD MANOR INTERCHANGE,
SHEETS 1 THRU 4 OF 4 SHEETS,
APPROVED APRIL 7, 1995

ALL PLANS ARE SUBJECT TO CHANGE.
OWNERSHIP SHOULD BE VERIFIED.
PROPOSED PROPERTY RIGHTS SHOWN
MAY NOT HAVE BEEN ACQUIRED.
ENCUMBRANCES MAY OR MAY NOT BE
SHOWN. PARTIES SEEKING CURRENT
PLAN INFORMATION SHOULD CONSULT
THE DEPARTMENT OF TRANSPORTATION
HEADQUARTERS RIGHT OF WAY PLANS
OFFICE FOR THE OFFICIAL PLAN ON FILE.
FOR ENCUMBRANCE INFORMATION CONSULT
THE DEPARTMENT OF TRANSPORTATION
HEADQUARTERS REAL ESTATE SERVICES OFFICE.

EXCESS R/W 45' 11" SR5
FOR RIGHT-OF-WAY BACK, SEE ~~RS# 11-104~~ E. 200TH
TO SWAMP CREEK, APPROVED MARCH 28TH, 1961,
SHEET 6 OF 10 SHEETS.

~~SH 1-W~~ SR 524
LYNNWOOD: 64TH AVE. W. TO 37TH AVE. W.
SNOHOMISH COUNTY

RIGHT OF WAY
STATION 146+00 TO STATION 162+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA WASHINGTON

J. M. SLAIR, JR.

H. WALSH

DIRECTOR OF HIGHWAYS

SHEET 5

C. HUNTLEY
L. M. KALSON

Sept. 28, 1965

524 / 12

- 1

4 / 12

NO 98'40"W 630.0' = Bearings and Distances as taken from
Title Reports, County Assessors Maps
or Subdivision Plat Maps.

ALL SLOPE EASEMENTS SHOWN, ARE TO BE: "STATE TO MAINTAIN."
NOTE: For TOTAL PARCEL DETAIL MAP, See Sheet 1

LEGEND

Property Ownership Numbers
Property Lines

0 100 200
SCALE IN FEET

Letter 7-9-15	7-24-15	Added Easement for Relinquishment on Rt. Vic. Sta. FB 160+79, ICN 1-31-06043; Added Owners Verification Note;	BHB
Letter 2-8-00	3-31-00	Revised R/W on L. Sta. 158+34.42 to 160+00; Added slope easement on Rt. Sta. 158+79.19 to 159+05. Sta. 159+32 to 159+62, Sta. 160+19 to 160+39, Sta. 160+79 to 159+86; Added temporary construction easement on Rt. Sta. 159+05 to 159+35, Sta. 159+62 to 160+79 and on L. Sta. 159+00 to 158+34.4, Sta. 158+60 to 158+95, Sta. 159+25 to 159+45, and Sta. 160+39.36 to 160+40; Added purchase 1+6786 to 1+6789	HEP
Letter 2-13-95	4-7-95	Superseped Plan Sta. 160-90 to 162-00	NFP
Letter 3-1-80	3-18-80	Rev. R/W & Noted excess R/W on L. Sta. 31+07.03 to 32+31.45; Rev. R-Ref. notes	DRS
Letter 10-4-82	11-29-82	Revised Relinquishment to City, added turnback line on NB Line;	RLS
Letter 3-4-81	3-21-81	Noted excess R/W NB Line	LC
Letter 9-18-19	10-12-19	Added Relinquishment note to NB Line	JS
Letter 2-28-67	3-6-67	R/W Stationing R/W on L. Sta. 31+15	J.W.
Letter 12-1-65	12-28-65	R/W Revised & Easements Deleted L.R.R. Sta. 166+00 to 162+00	BT
AUTHORITY	DATE	SUBSEQUENT APPROVAL	

P.I. STATION	CURVE DATA	RADIUS	TANGENT	LENGTH
196TH-S 493+46.36	06°17'28"	1400.00	76.94	153.72
196TH-S 505+16.23	49°49'26"	300'	139.33'	260.88'
198TH 11+96.81	17°45'47"	700.00	109.39'	217.02'
PW 16+87.89	10°36'48"	2100.00	195.06'	389.00'
S-PW 509+56.62	51°00'29"	400.00	190.82'	356.10'

FOR RIGHT OF WAY AND LIMITED ACCESS SOUTHERLY, SEE SR 5, E. 200TH ST. TO SWAMP CREEK, SHEET 6 OF 12 SHEETS, APPROVED MARCH 28, 1961.

FOR RIGHT OF WAY AND LIMITED ACCESS WESTERLY, SEE SR 524, LYNNWOOD: 64TH AVE. W. TO 37TH AVE. W., SHEET 5 OF 5 SHEETS, APPROVED SEPT. 28, 1965.

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

BEGINNING OF PLAN
STA. L' 492+00 P.O.T.
MP 181.07

SLOPE AND DRAINAGE EASEMENT

196TH-S 493+46.36 P.
196TH-S 494+01.25 (24' LT.)

200TH ST. S.W.

196TH-S 500+74.63 A.P.

196TH-S 503+76.90 (30', 40' LT.)

196TH-S 494+23.14 P.T. BK. = 8

196TH-S 494+22.99 P.T. AHD.

196TH-S 492+69.42 P.C.

196TH-S 492+51.26 P.T. =

L' 492+50.46 P.T. (138.72' LT.)

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Bid Schedule		City of Lynnwood 196th St SW (SR 524) Improvement Project Bid Opening: October 20, 2020 Contract #: 2849																
				Engineer's Estimate		Marshbank		Interwest		KLB		RL Alia		ACI		Granite		
ITEM	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A																		
1A	1-04.4 SP	Unexpected Site Changes	1	EST.	\$263,000	\$263,000.00	\$263,000.00	\$ 263,000.00	\$263,000.00	\$ 263,000.00	\$263,000.00	\$ 263,000.00	\$263,000.00	\$ 263,000.00	\$263,000.00	\$ 263,000.00	\$263,000.00	\$ 263,000.00
2A	1-05.4 SP	Roadway Surveying	1	L.S.	\$197,000	\$197,000.00	\$92,000.00	\$ 92,000.00	\$90,000.00	\$ 90,000.00	\$104,500.00	\$ 104,500.00	\$120,000.00	\$ 120,000.00	\$100,000.00	\$ 100,000.00	\$120,000.00	\$ 120,000.00
3A	1-05.4 SP	Licensed Surveying	1	EST.	\$45,000	\$45,000.00	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00	\$45,000.00	\$ 45,000.00
4A	1-05.4 SP	ADA Features Surveying	1	L.S.	\$25,000	\$25,000.00	\$13,000.00	\$ 13,000.00	\$6,000.00	\$ 6,000.00	\$4,950.00	\$ 4,950.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$17,000.00	\$ 17,000.00
5A	1-05.18 SP	Record Drawings (Min.Bid \$15,000)	1	L.S.	\$13,000	\$13,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$14,700.00	\$ 14,700.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00
6A	1-07.11 SP	Training	800	HR.	\$10	\$8,000.00	\$5.00	\$ 4,000.00	\$1.00	\$ 800.00	\$1.00	\$ 800.00	\$2.00	\$ 1,600.00	\$7.00	\$ 5,600.00	\$5.00	\$ 4,000.00
7A	1-07.15(1) SP	SPCC Plan	1	L.S.	\$5,000	\$5,000.00	\$6,000.00	\$ 6,000.00	\$1,000.00	\$ 1,000.00	\$934.00	\$ 934.00	\$2,500.00	\$ 2,500.00	\$100.00	\$ 100.00	\$1,500.00	\$ 1,500.00
8A	1-07.16 SP	Property Restoration	1	EST.	\$110,000	\$110,000.00	\$110,000.00	\$ 110,000.00	\$110,000.00	\$ 110,000.00	\$110,000.00	\$ 110,000.00	\$110,000.00	\$ 110,000.00	\$110,000.00	\$ 110,000.00	\$110,000.00	\$ 110,000.00
9A	1-08.3(5) SP	Type B Progress Schedule (Min Bid \$25,000)	1	L.S.	\$25,000	\$25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
10A	1-09.7 SP	Mobilization	1	L.S.	\$1,051,000	\$1,051,000.00	\$1,500,000.00	\$ 1,500,000.00	\$1,300,000.00	\$ 1,300,000.00	\$1,427,272.50	\$ 1,427,272.50	\$1,500,000.00	\$ 1,500,000.00	\$3,803,508.88	\$ 3,803,508.88	\$1,650,000.00	\$ 1,650,000.00
11A	1-10.5	Project Temporary Traffic Control	1	L.S.	\$145,000	\$145,000.00	\$76,000.00	\$ 76,000.00	\$40,000.00	\$ 40,000.00	\$133,027.03	\$ 133,027.03	\$56,000.00	\$ 56,000.00	\$425,000.00	\$ 425,000.00	\$250,000.00	\$ 250,000.00
12A	1-10.5 SP	Uniformed Police Officer(Min Bid \$70/Hr)	1880	HR.	\$110	\$206,800.00	\$110.00	\$ 206,800.00	\$83.00	\$ 156,040.00	\$78.00	\$ 146,640.00	\$100.00	\$ 188,000.00	\$88.00	\$ 165,440.00	\$70.00	\$ 131,600.00
13A	1-10.5	Traffic Control Supervisor	1	L.S.	\$88,000	\$88,000.00	\$200,000.00	\$ 200,000.00	\$150,000.00	\$ 150,000.00	\$354,160.00	\$ 354,160.00	\$322,000.00	\$ 322,000.00	\$100,000.00	\$ 100,000.00	\$160,000.00	\$ 160,000.00
14A	1-10.5	Flaggers	6600	HR.	\$60	\$396,000.00	\$57.00	\$ 376,200.00	\$70.00	\$ 462,000.00	\$70.00	\$ 462,000.00	\$65.00	\$ 429,000.00	\$75.00	\$ 495,000.00	\$91.00	\$ 600,600.00
15A	1-10.5	Sequential Arrow Sign	37440	HR.	\$5	\$187,200.00	\$1.00	\$ 37,440.00	\$2.25	\$ 84,240.00	\$0.44	\$ 16,473.60	\$0.50	\$ 18,720.00	\$0.55	\$ 20,592.00	\$0.50	\$ 18,720.00
16A	1-10.5	Portable Changeable Message Sign	50400	HR.	\$5	\$252,000.00	\$1.00	\$ 50,400.00	\$1.25	\$ 63,000.00	\$0.66	\$ 33,264.00	\$2.50	\$ 126,000.00	\$1.10	\$ 55,440.00	\$1.00	\$ 50,400.00
17A	2-01.5	Clearing and Grubbing	1	L.S.	\$18,000	\$18,000.00	\$150,000.00	\$ 150,000.00	\$60,000.00	\$ 60,000.00	\$18,414.00	\$ 18,414.00	\$20,000.00	\$ 20,000.00	\$46,500.00	\$ 46,500.00	\$35,000.00	\$ 35,000.00
18A	2-02.5 SP	Removal of Structures and Obstructions	1	L.S.	\$67,000	\$67,000.00	\$250,000.00	\$ 250,000.00	\$60,000.00	\$ 60,000.00	\$64,597.50	\$ 64,597.50	\$345,000.00	\$ 345,000.00	\$75,000.00	\$ 75,000.00	\$50,000.00	\$ 50,000.00
19A	2-02.5 SP	Removing Existing Structure - Precision Tune	1	L.S.	\$100,000	\$100,000.00	\$80,000.00	\$ 80,000.00	\$48,000.00	\$ 48,000.00	\$43,000.00	\$ 43,000.00	\$40,000.00	\$ 40,000.00	\$50,000.00	\$ 50,000.00	\$55,000.00	\$ 55,000.00
20A	2-02.5 SP	Remove Subsurface Conc. Pavement	12400	S.Y.	\$12	\$148,800.00	\$42.00	\$ 520,800.00	\$22.00	\$ 272,800.00	\$10.50	\$ 130,200.00	\$15.00	\$ 186,000.00	\$17.00	\$ 210,800.00	\$15.00	\$ 186,000.00
21A	2-02.5 SP	Remove Existing Drainage Pipe	2631	L.F.	\$15	\$39,465.00	\$21.00	\$ 55,251.00	\$43.00	\$ 113,133.00	\$23.00	\$ 60,513.00	\$45.00	\$ 118,395.00	\$38.00	\$ 99,978.00	\$14.00	\$ 36,834.00
22A	2-02.5 SP	Remove Existing Drainage Structure	61	EA.	\$600	\$36,600.00	\$650.00	\$ 39,650.00	\$800.00	\$ 48,800.00	\$900.00	\$ 54,900.00	\$500.00	\$ 30,500.00	\$300.00	\$ 18,300.00	\$500.00	\$ 30,500.00
30A	2-02.5 SP	Sawcut Asphalt Conc. Pavement	6000	L.F.	\$5	\$30,000.00	\$5.50	\$ 33,000.00	\$2.50	\$ 15,000.00	\$2.50	\$ 15,000.00	\$1.50	\$ 9,000.00	\$3.00	\$ 18,000.00	\$2.50	\$ 15,000.00
31A	2-02.5 SP	Hazardous Material Handling and Disposal - Precision Tune	1	EST.	\$70,000	\$70,000.00	\$70,000.00	\$ 70,000.00	\$70,000.00	\$ 70,000.00	\$70,000.00	\$ 70,000.00	\$70,000.00	\$ 70,000.00	\$70,000.00	\$ 70,000.00	\$70,000.00	\$ 70,000.00
32A	2-02.5 SP	Hazardous Material Handling and Disposal - Other	1	EST.	\$25,000	\$25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
33A	2-02.5 SP	Hazardous Material Excavation Incl. Haul	2700	C.Y.	\$93	\$251,100.00	\$22.00	\$ 59,400.00	\$22.00	\$ 59,400.00	\$4.40	\$ 11,880.00	\$60.00	\$ 162,000.00	\$185.00	\$ 499,500.00	\$10.00	\$ 27,000.00
34A	2-03.5	Roadway Excavation Incl. Haul	15560	C.Y.	\$35	\$544,600.00	\$40.00	\$ 622,400.00	\$40.00	\$ 622,400.00	\$37.00	\$ 575,720.00	\$50.00	\$ 778,000.00	\$46.50	\$ 723,540.00	\$67.00	\$ 1,042,520.00
35A	2-03.5	Unsuitable Foundation Excavation Incl. Haul	1000	C.Y.	\$35	\$35,000.00	\$25.00	\$ 25,000.00	\$38.00	\$ 38,000.00	\$48.00	\$ 48,000.00	\$50.00	\$ 50,000.00	\$46.50	\$ 46,500.00	\$30.00	\$ 30,000.00
36A	2-03.5	Gravel Borrow Incl. Haul	3800	TON	\$25	\$95,000.00	\$20.00	\$ 76,000.00	\$21.00	\$ 79,800.00	\$13.53	\$ 51,414.00	\$44.00	\$ 167,200.00	\$26.50	\$ 100,700.00	\$21.00	\$ 79,800.00
37A	2-03.5	Common Borrow Incl. Haul	4000	TON	\$15	\$60,000.00	\$20.00	\$ 80,000.00	\$21.00	\$ 84,000.00	\$1.00	\$ 4,000.00	\$40.00	\$ 160,000.00	\$25.00	\$ 100,000.00	\$2.00	\$ 8,000.00
38A	2-03.5 SP	Embankment Compaction - Precision Tune	580	C.Y.	\$20	\$11,600.00	\$8.00	\$ 4,640.00	\$6.50	\$ 3,770.00	\$7.00	\$ 4,060.00	\$10.00	\$ 5,800.00	\$4.00	\$ 2,320.00	\$65.00	\$ 37,700.00
39A	2-05.5 SP	Potholing	230	V.F.	\$200	\$46,000.00	\$85.00	\$ 19,550.00	\$100.00	\$ 23,000.00	\$150.35	\$ 34,580.50	\$100.00	\$ 23,000.00	\$65.00	\$ 14,950.00	\$170.00	\$ 39,100.00
40A	2-09.5	Structure Excavation Class A Incl. Haul	1	L.S.	\$9,000	\$9,000.00	\$15,000.00	\$ 15,000.00	\$16,000.00	\$ 16,000.00	\$27,100.00	\$ 27,100.00	\$15,000.00	\$ 15,000.00	\$20,000.00	\$ 20,000.00	\$75,000.00	\$ 75,000.00
41A	2-09.5	Gravel Backfill for Walls	270	C.Y.	\$30	\$8,100.00	\$40.00	\$ 10,800.00	\$40.00	\$ 10,800.00	\$44.14	\$ 11,107.80	\$75.00	\$ 20,250.00	\$50.00	\$ 13,500.00	\$50.00	\$ 13,500.00
42A	2-11.5	Trimming and Cleanup	1	L.S.	\$20,000	\$20,000.00	\$15,000.00	\$ 15,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$50,000.00	\$ 50,000.00	\$25,000.00	\$ 25,000.00	\$10,000.00	\$ 10,000.00
43A	2-12.5 SP	Reconstruct Existing Bioswale	1	L.S.	\$6,400	\$6,400.00	\$10,500.00	\$ 10,500.00	\$5,000.00	\$ 5,000.00	\$5,710.25	\$ 5,710.25	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$15,000.00	\$ 15,000.00
44A	2-13.5 SP	Dewatering	1	EST.	\$20,000	\$20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
66A	2-14.5 SP	Adjust Existing Utility Junction Box	1	EA.	\$600	\$600.00	\$350.00	\$ 350.00	\$825.00	\$ 825.00	\$505.25	\$ 505.25	\$1,000.00	\$ 1,000.00	\$750.00	\$ 750.00	\$700.00	\$ 700.00
67A	4-04.5	Crushed Surfacing Base Course	13513	TON	\$30	\$405,390.00	\$35.00	\$ 472,955.00	\$34.25	\$ 462,820.25	\$47.53	\$ 642,272.89	\$53.00	\$ 716,189.00	\$36.50	\$ 493,224.50	\$40.00	\$ 540,520.00
68A	4-04.5	Crushed Surfacing Top Course	950	TON	\$36	\$34,200.00	\$50.00	\$ 47,500.00	\$22.00	\$ 20,900.00	\$100.92	\$ 95,874.00	\$75.00	\$ 71,250.00	\$45.00	\$ 42,750.00	\$50.00	\$ 47,500.00
69A	5-04.5	HMA Ct. 1/2 In. PG 58-22	10236	TON	\$100	\$1,023,600.00	\$97.00	\$ 992,892.00	\$105.00	\$ 1,074,780.00	\$115.02	\$ 1,177,344.72	\$98.00	\$ 1,003,128.00	\$107.00	\$ 1,095,252.00	\$95.00	\$ 972,420.00</

ITEM	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
103A	7-05.5 SP	Catch Basin Type 2 96 In. Diam. with Flow Control Structure	1	E.A.	\$13,000.00	\$13,000.00	\$23,600.00	\$ 23,600.00	\$11,400.00	\$ 11,400.00	\$19,322.65	\$ 19,322.65	\$10,000.00	\$ 10,000.00	\$27,000.00	\$ 27,000.00	\$17,000.00	\$ 17,000.00
104A	7-05.5	Concrete Inlet	1	E.A.	\$1,400.00	\$1,400.00	\$1,500.00	\$ 1,500.00	\$2,000.00	\$ 2,000.00	\$1,459.60	\$ 1,459.60	\$1,500.00	\$ 1,500.00	\$1,600.00	\$ 1,600.00	\$2,200.00	\$ 2,200.00
105A	7-05.5 SP	Modifying Existing Oil Water Separator	2	E.A.	\$2,000.00	\$4,000.00	\$5,000.00	\$ 10,000.00	\$900.00	\$ 1,800.00	\$4,300.00	\$ 8,600.00	\$1,000.00	\$ 2,000.00	\$5,500.00	\$ 11,000.00	\$3,300.00	\$ 6,600.00
107A	7-05.5	Adjust Catch Basin	6	E.A.	\$800.00	\$4,800.00	\$825.00	\$ 3,000.00	\$825.00	\$ 4,950.00	\$705.25	\$ 4,231.50	\$750.00	\$ 4,500.00	\$700.00	\$ 4,200.00	\$800.00	\$ 4,800.00
108A	7-05.5	Adjust Manhole	3	E.A.	\$800.00	\$2,400.00	\$500.00	\$ 1,500.00	\$825.00	\$ 2,475.00	\$705.25	\$ 2,115.75	\$1,000.00	\$ 3,000.00	\$830.00	\$ 2,490.00	\$1,000.00	\$ 3,000.00
109A	7-05.5	Connection to Drainage Structure	9	E.A.	\$1,000.00	\$9,000.00	\$200.00	\$ 1,800.00	\$2,000.00	\$ 18,000.00	\$1,305.25	\$ 11,747.25	\$1,600.00	\$ 14,400.00	\$2,000.00	\$ 18,000.00	\$4,000.00	\$ 36,000.00
110A	7-05.5	Shoring or Extra Excavation Class B	42394	S.F.	\$1.00	\$42,394.00	\$1.00	\$ 42,394.00	\$0.50	\$ 21,197.00	\$9.22	\$ 390,872.68	\$1.00	\$ 42,394.00	\$0.30	\$ 12,718.20	\$0.25	\$ 10,598.50
116A	7-08.5	Plugging Existing Pipe	25	E.A.	\$400.00	\$10,000.00	\$200.00	\$ 5,000.00	\$850.00	\$ 21,250.00	\$240.25	\$ 6,006.25	\$350.00	\$ 8,750.00	\$600.00	\$ 15,000.00	\$850.00	\$ 21,250.00
141A	7-16.5 SP	Filterra 8 Ft. x 4 Ft. (6 Ft. x 4 Ft. Media with Junction Chamber)	4	E.A.	\$35,000.00	\$140,000.00	\$30,000.00	\$ 120,000.00	\$24,000.00	\$ 96,000.00	\$22,819.11	\$ 91,276.44	\$25,000.00	\$ 100,000.00	\$25,700.00	\$ 102,800.00	\$35,000.00	\$ 140,000.00
142A	7-16.5 SP	Filterra 8 Ft. x 6 Ft. (6 Ft. x 6 Ft. Media with Junction Chamber)	2	E.A.	\$40,000.00	\$80,000.00	\$30,000.00	\$ 60,000.00	\$28,000.00	\$ 56,000.00	\$26,009.38	\$ 52,018.76	\$25,950.00	\$ 51,900.00	\$31,000.00	\$ 62,000.00	\$38,000.00	\$ 76,000.00
159A	8-01.5	Erosion Control and Water Pollution Prevention	1	L.S.	\$120,000.00	\$120,000.00	\$180,000.00	\$ 180,000.00	\$50,000.00	\$ 50,000.00	\$301,779.44	\$ 301,779.44	\$50,000.00	\$ 50,000.00	\$170,000.00	\$ 170,000.00	\$396,000.00	\$ 396,000.00
160A	8-02.5 SP	Topsoil Type A	2592	C.Y.	\$50.00	\$129,600.00	\$55.00	\$ 142,560.00	\$61.00	\$ 158,112.00	\$37.20	\$ 96,422.40	\$60.00	\$ 155,520.00	\$55.00	\$ 142,560.00	\$60.00	\$ 155,520.00
161A	8-02.5 SP	PSIPE Red Pointe Maple; 2" Cal.	49	E.A.	\$475.00	\$23,275.00	\$500.00	\$ 24,500.00	\$435.00	\$ 21,315.00	\$393.00	\$ 19,257.00	\$500.00	\$ 24,500.00	\$400.00	\$ 19,600.00	\$550.00	\$ 26,950.00
162A	8-02.5 SP	PSIPE Magyar Gingko; 2" Cal.	70	E.A.	\$475.00	\$33,250.00	\$500.00	\$ 35,000.00	\$560.00	\$ 38,500.00	\$604.00	\$ 42,280.00	\$500.00	\$ 35,000.00	\$500.00	\$ 35,000.00	\$550.00	\$ 38,500.00
163A	8-02.5 SP	PSIPE Pyrus Calleryana 'Redspire' / Redspire Pear; 2" Cal.	28	E.A.	\$475.00	\$13,300.00	\$500.00	\$ 14,000.00	\$435.00	\$ 12,180.00	\$398.00	\$ 11,144.00	\$500.00	\$ 14,000.00	\$400.00	\$ 11,200.00	\$550.00	\$ 15,400.00
164A	8-02.5 SP	PSIPE Kaleidoscope Abelia; 1 Gal Cont.; 8" - 12" Ht.	144	E.A.	\$13.00	\$1,872.00	\$20.00	\$ 2,880.00	\$23.00	\$ 3,312.00	\$17.10	\$ 2,462.40	\$25.00	\$ 3,600.00	\$15.00	\$ 2,160.00	\$25.00	\$ 3,600.00
165A	8-02.5 SP	PSIPE Japanese Barberry; 1 Gal Cont.; 8" - 12" Ht.	192	E.A.	\$13.00	\$2,496.00	\$20.00	\$ 3,840.00	\$23.00	\$ 4,416.00	\$11.40	\$ 2,188.80	\$25.00	\$ 4,800.00	\$15.00	\$ 2,880.00	\$25.00	\$ 4,800.00
166A	8-02.5 SP	PSIPE Spring Torch Heather; 1 Gal Cont.; 8" - 12" Ht.	188	E.A.	\$13.00	\$2,444.00	\$20.00	\$ 3,760.00	\$23.00	\$ 4,324.00	\$13.50	\$ 2,538.00	\$25.00	\$ 4,700.00	\$15.00	\$ 2,820.00	\$25.00	\$ 4,700.00
167A	8-02.5 SP	PSIPE Kelsey Dogwood; 1 Gal Cont.; 8" - 12" Ht.	188	E.A.	\$13.00	\$2,444.00	\$15.00	\$ 2,820.00	\$23.00	\$ 4,324.00	\$11.40	\$ 2,143.20	\$25.00	\$ 4,700.00	\$15.00	\$ 2,820.00	\$25.00	\$ 4,700.00
168A	8-02.5 SP	PSIPE Sunset Shrubby Cinquefoil; 1 Gal Cont.; 8" - 12" Ht.	146	E.A.	\$13.00	\$1,898.00	\$20.00	\$ 2,920.00	\$23.00	\$ 3,358.00	\$12.40	\$ 1,810.40	\$25.00	\$ 3,650.00	\$15.00	\$ 2,190.00	\$25.00	\$ 3,650.00
169A	8-02.5 SP	PSIPE Western Hills Hebe; 1 Gal Cont.; 8" - 12" Ht.	144	E.A.	\$13.00	\$1,872.00	\$15.00	\$ 2,160.00	\$23.00	\$ 3,312.00	\$17.60	\$ 2,534.40	\$25.00	\$ 3,600.00	\$15.00	\$ 2,160.00	\$25.00	\$ 3,600.00
170A	8-02.5 SP	PSIPE Compact Oregon Grape; 1 Gal Cont.; 8" - 12" Ht.	141	E.A.	\$13.00	\$1,833.00	\$15.00	\$ 2,115.00	\$23.00	\$ 3,243.00	\$15.50	\$ 2,185.50	\$25.00	\$ 3,525.00	\$15.00	\$ 2,115.00	\$25.00	\$ 3,525.00
171A	8-02.5 SP	PSIPE Jaytee Dwarf Heavenly Bamboo; 1 Gal Cont.; 8" - 12" Ht.	520	E.A.	\$13.00	\$6,760.00	\$18.00	\$ 9,360.00	\$23.00	\$ 11,960.00	\$17.60	\$ 9,152.00	\$25.00	\$ 13,000.00	\$15.00	\$ 7,800.00	\$25.00	\$ 13,000.00
172A	8-02.5 SP	PSIPE Tor Birch Leaf Spirea; 1 Gal Cont.; 8" - 12" Ht.	192	E.A.	\$13.00	\$2,496.00	\$13.00	\$ 2,496.00	\$23.00	\$ 4,416.00	\$14.50	\$ 2,784.00	\$25.00	\$ 4,800.00	\$15.00	\$ 2,880.00	\$25.00	\$ 4,800.00
173A	8-02.5 SP	PSIPE Elvera Dwarf Weigela; 1 Gal Cont.; 8" - 12" Ht.	188	E.A.	\$13.00	\$2,444.00	\$16.00	\$ 3,008.00	\$23.00	\$ 4,324.00	\$16.50	\$ 3,102.00	\$25.00	\$ 4,700.00	\$15.00	\$ 2,820.00	\$25.00	\$ 4,700.00
174A	8-02.5 SP	PSIPE Highbush Blueberry; 1 Gal Cont.; 8" - 12" Ht.	187	E.A.	\$13.00	\$2,431.00	\$16.00	\$ 2,992.00	\$23.00	\$ 4,301.00	\$15.50	\$ 2,898.50	\$25.00	\$ 4,675.00	\$15.00	\$ 2,805.00	\$25.00	\$ 4,675.00
175A	8-02.5 SP	PSIPE Silvery Sunproof Lily Turf; 1 Gal Cont.; 8" - 12" Ht.	622	E.A.	\$13.00	\$8,086.00	\$15.00	\$ 9,330.00	\$23.00	\$ 14,306.00	\$13.50	\$ 8,397.00	\$25.00	\$ 15,550.00	\$15.00	\$ 9,330.00	\$28.00	\$ 17,416.00
176A	8-02.5 SP	PSIPE Little Bunny Dwarf Fountain Grass; 1 Gal Cont.; 8" - 12" Ht.	328	E.A.	\$13.00	\$4,264.00	\$13.00	\$ 4,264.00	\$23.00	\$ 7,544.00	\$10.90	\$ 3,575.20	\$25.00	\$ 8,200.00	\$15.00	\$ 4,920.00	\$25.00	\$ 8,200.00
177A	8-02.5 SP	PSIPE Swirling Water Daylily; 1 Gal Cont.; 8" - 12" Ht.	338	E.A.	\$13.00	\$4,394.00	\$18.00	\$ 6,084.00	\$23.00	\$ 7,774.00	\$18.60	\$ 6,286.80	\$25.00	\$ 8,450.00	\$15.00	\$ 5,070.00	\$25.00	\$ 8,450.00
178A	8-02.5 SP	PSIPE Big Blue Lilly Turf; 1 Gal Cont.; 8" - 12" Ht.	154	E.A.	\$13.00	\$2,002.00	\$25.00	\$ 3,850.00	\$23.00	\$ 3,542.00	\$10.90	\$ 1,678.60	\$25.00	\$ 3,810.00	\$15.00	\$ 2,310.00	\$27.00	\$ 4,158.00
179A	8-02.5 SP	PSIPE Amethyst Scotch Heather; 1 Gal Cont.; 8" - 12" Ht.	210	E.A.	\$13.00	\$2,730.00	\$13.00	\$ 2,730.00	\$23.00	\$ 4,830.00	\$12.90	\$ 2,709.00	\$25.00	\$ 5,250.00	\$15.00	\$ 3,150.00	\$27.00	\$ 5,670.00
180A	8-02.5 SP	PSIPE Kinnikinnick; 1 Gal Cont.; 8" - 12" Ht.	84	E.A.	\$13.00	\$1,092.00	\$13.00	\$ 1,092.00	\$23.00	\$ 1,932.00	\$9.30	\$ 781.20	\$25.00	\$ 2,100.00	\$15.00	\$ 1,260.00	\$25.00	\$ 2,100.00
181A	8-02.5 SP	PSIPE Chevrolet Rock Rose; 1 Gal Cont.; 8" - 12" Ht.	63	E.A.	\$13.00	\$819.00	\$18.00	\$ 1,134.00	\$23.00	\$ 1,449.00	\$19.10	\$ 1,203.30	\$25.00	\$ 1,575.00	\$15.00	\$ 945.00	\$25.00	\$ 1,575.00
182A	8-02.5 SP	PSIPE Swirling Water Daylily; 1 Gal Cont.; 8" - 12" Ht.	119	E.A.	\$13.00	\$1,547.00	\$18.00	\$ 2,142.00	\$23.00	\$ 2,737.00	\$17.60	\$ 2,094.40	\$25.00	\$ 2,975.00	\$15.00	\$ 1,785.00	\$25.00	\$ 2,975.00
183A	8-02.5 SP	Bark or Wood Chip Mulch	144	C.Y.	\$65.00	\$9,360.00	\$65.00	\$ 9,360.00	\$52.00	\$ 7,488.00	\$52.10	\$ 7,502.40	\$80.00	\$ 11,520.00	\$50.00	\$ 7,200.00	\$65.00	\$ 9,360.00
184A	8-02.5 SP	Root Barrier	2176	L.F.	\$13.00	\$28,288.00	\$13.00	\$ 28,288.00	\$17.00	\$ 36,992.00	\$7.80	\$ 16,972.80	\$20.00	\$ 43,520.00	\$15.00	\$ 32,640.00	\$22.00	\$ 47,872.00
185A	8-02.5 SP	Structural Soil	409	C.Y.	\$130.00	\$53,170.00	\$71.00	\$ 29,039.00	\$90.00	\$ 36,810.00	\$77.40	\$ 31,656.60	\$80.00	\$ 32,720.00	\$130.00	\$ 53,170.00	\$90.00	\$ 36,810.00
186A	8-02.5 SP	Tree Grate and Frame	77	E.A.	\$1,500.00	\$115,500.00	\$2,650.00	\$ 204,050.00	\$4,000.00	\$ 308,000.00	\$2,000.00	\$ 154,000.00	\$2,000.00	\$ 154,000.00	\$1,500.00	\$ 115,500.00	\$650.00	\$ 50,050.00
187A	8-03.5	Irrigation System	1	L.S.	\$165,000.00	\$165,000.00	\$186,000.00	\$ 186,000.00	\$110,000.00	\$ 110,000.00	\$83,000.00	\$ 83,000.00	\$150.00	\$ 150,000.00	\$125.00	\$ 125,000.00	\$110,000.00	\$ 110,000.00
188A	8-04.5	Cement Conc. Traffic Curb and Gutter	7024	L.F.	\$23.00	\$161,552.00	\$23.00	\$ 161,552.00	\$22.00	\$ 154,528.00	\$33.10	\$ 232,494.40	\$25.00	\$ 175,600.00	\$28.00	\$ 196,672.00	\$38.00	\$ 268,912.00
189A	8-04.5	Cement Conc. Traffic Curb	1356	L.F.	\$25.00	\$33,900.00	\$33.00	\$ 44,748.00	\$34.00	\$ 46,104.00	\$36.10	\$ 48,951.60	\$25.00	\$ 33,900.00	\$28.00	\$ 37,968.00	\$40.00	\$ 54,240.00
190A	8-04.5	Mountable Cement Conc. Traffic Curb	5968	L.F.	\$40.00	\$238,720.00	\$13.00	\$ 77,584.00	\$20.00	\$ 119,360.00	\$35.10	\$ 209,476.80	\$30.00	\$ 179,040.00	\$26.00	\$ 155,168.00	\$40.00	\$ 238,720.00
191A	8-04.5 SP	Cement Concrete Barrier Curb	93	L.F.	\$40.00	\$3,720.00	\$60.00	\$ 5,580.00	\$42.00	\$ 3,906.00	\$158.00	\$ 14,694.00	\$100.00	\$ 9,300.00	\$67.00	\$ 6,231.00	\$165.00	\$ 15,345.00
192A	8-04.5	Extruded Curb	4665	L.F.	\$40.00	\$186,600.00	\$22.00	\$ 102,630.00	\$10.00	\$ 46,650.00	\$9.00	\$ 41,985.00	\$17.00	\$ 79,305.00	\$10.00	\$ 46,650.00	\$10.00	\$ 46,650.00
193A	8-04.5 SP	Precast Dual Faced Sloped Mountable Curb	127	L.F.	\$40.00	\$5,080.00	\$35.50	\$ 4,508.50	\$94.00	\$ 11,938.00	\$88.00	\$ 11,176.00	\$45.00	\$ 5,715.00	\$98.00	\$ 12,446.00	\$95.00	\$ 12,065.00
194A	8-05.5 SP	Adjust Gas Valve Box	23	E.A.	\$500.00	\$11,500.00	\$540.00	\$ 12,420.00	\$500.00	\$ 11,500.00	\$400.81	\$ 9,218.63	\$500.00	\$ 11,500.00	\$550.00	\$ 12,650.00	\$600.00	\$ 13,800.00
195A	8-06.5	Cement Conc. Driveway Entrance Type 4	979	S.Y.	\$75.00	\$73,425.00	\$78.00	\$ 76,362.00	\$93.00	\$ 91,047.00	\$124.00	\$ 121,396.00	\$100.00	\$ 97,900.00	\$116.00	\$ 113,564.00	\$150.00	\$ 146,850.00
196A	8-07.5 SP	Precast Wheel Stop	228	E.A.	\$100.00	\$22,800.00	\$172.00	\$ 39,216.00	\$195.00	\$ 44,460.00	\$120.00	\$ 27,360.00	\$175.00	\$ 39,900.00	\$132.00	\$ 30,096.00	\$125.00	\$ 28,500.00
197A	8-09.5	Raised Pavement Marker Type 1	51	HUND.	\$300.00	\$15,300.00	\$385.50	\$ 19,660.50	\$400.00	\$ 20,400.00	\$670.00	\$ 34,170.00	\$350.00	\$ 17,850.00	\$750.00	\$ 38,250.00	\$700.00	\$ 35,700.00
198A	8-09.5	Raised Pavement Marker Type 2	16	HUND.	\$550.00	\$8,800.00	\$588.50	\$ 9,416.00	\$550.00	\$ 8,800.00	\$770.00	\$ 12,320.00	\$500.00	\$ 8,000.00	\$850.00	\$ 13,600.00	\$800.00	\$ 12,800.00
199A	8-12.5 SP	Pedestrian Railing	510	L.F.	\$120.00	\$61,200.00	\$216.00	\$ 110,160.00	\$200.00	\$ 102,000.00	\$150.00	\$ 76,500.00	\$220.00	\$ 112,200.00	\$200.00	\$ 102,000.00	\$265.00	\$ 135,150.00
200A	8-12.5 SP	Vehicle Rated Railing	124	L.F.	\$200.00	\$24,800.00	\$304.00	\$ 37,696.00	\$275.00	\$ 3								

ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
226A	8-22.5	Plastic Crosswalk Line	3438	S.F.	\$10.00	\$34,380.00	\$5.50	\$18,909.00	\$6.00	\$20,628.00	\$9.00	\$30,942.00	\$6.50	\$22,347.00	\$10.30	\$35,411.40	\$6.00	\$20,628.00
227A	8-22.5	Plastic Traffic Arrow	43	E.A.	\$120.00	\$5,160.00	\$203.00	\$8,729.00	\$220.00	\$9,460.00	\$270.00	\$11,610.00	\$200.00	\$8,600.00	\$315.00	\$13,545.00	\$275.00	\$11,825.00
228A	8-22.5	Painted Access Parking Space Symbol	11	E.A.	\$150.00	\$1,650.00	\$86.00	\$946.00	\$90.00	\$990.00	\$150.00	\$1,650.00	\$300.00	\$3,300.00	\$172.00	\$1,892.00	\$150.00	\$1,650.00
229A	8-22.5	Painted Traffic Letter	155	E.A.	\$20.00	\$3,100.00	\$13.50	\$2,092.50	\$15.00	\$2,325.00	\$45.00	\$6,975.00	\$25.00	\$3,875.00	\$52.00	\$8,060.00	\$50.00	\$7,750.00
230A	8-23.5	Temporary Pavement Marking - Short Duration	85150	L.F.	\$0.20	\$17,030.00	\$1.00	\$85,150.00	\$1.00	\$85,150.00	\$0.10	\$8,515.00	\$0.80	\$68,120.00	\$1.10	\$93,665.00	\$0.70	\$59,605.00
231A	8-23.5 SP	Temporary Crosswalk - Short Duration	2605	L.F.	\$0.50	\$1,302.50	\$4.00	\$10,420.00	\$5.00	\$13,025.00	\$4.00	\$10,420.00	\$4.00	\$10,420.00	\$4.40	\$11,462.00	\$4.00	\$10,420.00
232A	8-24.5 SP	Modular Block Wall	2440	S.F.	\$40.00	\$97,600.00	\$45.00	\$109,800.00	\$54.00	\$131,760.00	\$68.79	\$167,847.60	\$40.00	\$97,600.00	\$60.00	\$146,400.00	\$60.00	\$146,400.00
233A	8-26.5 SP	Heavy Duty Bollard	20	E.A.	\$400.00	\$8,000.00	\$2,000.00	\$40,000.00	\$2,200.00	\$44,000.00	\$1,354.07	\$27,081.40	\$2,000.00	\$40,000.00	\$1,200.00	\$24,000.00	\$1,650.00	\$33,000.00
234A	8-26.5 SP	Type 2 Bollard	21	E.A.	\$300.00	\$6,300.00	\$1,200.00	\$25,200.00	\$1,700.00	\$35,700.00	\$1,024.15	\$21,507.15	\$525.00	\$11,025.00	\$1,000.00	\$21,000.00	\$300.00	\$6,300.00
235A	8-26.5 SP	Type 1 Bollard	3	E.A.	\$300.00	\$900.00	\$1,400.00	\$4,200.00	\$1,500.00	\$4,500.00	\$1,246.45	\$3,739.35	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$600.00	\$1,800.00
SUBTOTAL SCHEDULE A						\$14,835,331.50	EJD	\$15,455,696.50	EJD	\$15,491,989.75	EJD	\$15,665,477.17	EJD	\$16,789,917.00	EJD	\$18,830,117.48	EJD	\$17,902,138.50
TAXES (0%)						\$0.00												
TOTAL SCHEDULE A						\$14,835,331.50	Bid	\$15,455,696.50	Bid	\$15,491,989.75	Bid	\$15,665,477.17	Bid	\$16,789,917.00	Bid	\$18,830,117.48	Bid	\$17,902,138.50
ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B																		
1B	1-04.4 SP	Unexpected Site Changes	1	EST.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2B	1-05.4 SP	Roadway Surveying	1	L.S.	\$18,000.00	\$18,000.00	\$9,600.00	\$9,600.00	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
3B	1-05.4 SP	Licensed Surveying	1	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4B	1-05.4 SP	ADA Features Surveying	1	L.S.	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$50.00	\$50.00	\$2,000.00	\$2,000.00	\$1,350.00	\$1,350.00	\$2,500.00	\$2,500.00
5B	1-05.18 SP	Record Drawings, (Min. Bid \$15,000)	1	L.S.	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$150.00	\$150.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
10B	1-09.7 SP	Mobilization	1	L.S.	\$98,000.00	\$98,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$15,000.00	\$15,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$135,000.00	\$135,000.00
11B	1-10.5	Project Temporary Traffic Control	1	L.S.	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$1,350.00	\$1,350.00	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00
12B	1-10.5 SP	Uniformed Police Officer (Min. Bid \$70/Hr.)	980	HR.	\$110.00	\$107,800.00	\$110.00	\$107,800.00	\$83.00	\$81,340.00	\$78.00	\$76,440.00	\$100.00	\$98,000.00	\$88.00	\$86,240.00	\$70.00	\$68,600.00
13B	1-10.5	Traffic Control Supervisor	1	L.S.	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$3,728.00	\$3,728.00	\$36,800.00	\$36,800.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
14B	1-10.5	Flaggers	600	HR.	\$60.00	\$36,000.00	\$57.00	\$34,200.00	\$73.00	\$43,800.00	\$70.00	\$42,000.00	\$65.00	\$39,000.00	\$75.00	\$45,000.00	\$91.00	\$54,600.00
15B	1-10.5	Sequential Arrow Sign	900	HR.	\$5.00	\$4,500.00	\$1.00	\$900.00	\$2.00	\$1,800.00	\$0.40	\$360.00	\$0.50	\$450.00	\$0.55	\$495.00	\$0.50	\$450.00
17B	2-01.5	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$186.00	\$186.00	\$5,000.00	\$5,000.00	\$675.00	\$675.00	\$10,000.00	\$10,000.00
18B	2-02.5 SP	Removal of Structures and Obstructions	1	L.S.	\$5,500.00	\$5,500.00	\$11,000.00	\$11,000.00	\$8,000.00	\$8,000.00	\$600.00	\$600.00	\$50,000.00	\$50,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00
20B	2-02.5 SP	Remove Subsurface Conc. Pavement	960	S.Y.	\$12.00	\$11,520.00	\$42.00	\$40,320.00	\$22.00	\$21,120.00	\$10.50	\$10,080.00	\$15.00	\$14,400.00	\$16.00	\$15,360.00	\$15.00	\$14,400.00
21B	2-02.5 SP	Remove Existing Drainage Pipe	173	L.F.	\$15.00	\$2,595.00	\$21.00	\$3,633.00	\$54.00	\$9,342.00	\$23.00	\$3,979.00	\$45.00	\$7,785.00	\$38.00	\$6,574.00	\$14.00	\$2,142.00
22B	2-02.5 SP	Remove Existing Drainage Structure	8	E.A.	\$600.00	\$4,800.00	\$650.00	\$5,200.00	\$800.00	\$6,400.00	\$900.00	\$7,200.00	\$500.00	\$4,000.00	\$300.00	\$2,400.00	\$500.00	\$4,000.00
34B	2-03.5	Roadway Excavation Incl. Haul	860	C.Y.	\$35.00	\$30,100.00	\$40.00	\$34,400.00	\$40.00	\$34,400.00	\$37.00	\$31,820.00	\$50.00	\$43,000.00	\$50.00	\$43,000.00	\$67.00	\$57,620.00
36B	2-03.5	Gravel Borrow Incl. Haul	200	TON	\$25.00	\$5,000.00	\$20.00	\$4,000.00	\$21.00	\$4,200.00	\$13.00	\$2,600.00	\$44.00	\$8,800.00	\$35.00	\$7,000.00	\$21.00	\$4,200.00
39B	2-05.5 SP	Potholing	20	V.F.	\$200.00	\$4,000.00	\$85.00	\$1,700.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$170.00	\$3,400.00
67B	4-04.5	Crushed Surfacing Base Course	800	TON	\$30.00	\$24,000.00	\$35.00	\$28,000.00	\$34.25	\$27,400.00	\$47.00	\$37,600.00	\$53.00	\$42,400.00	\$37.00	\$29,600.00	\$40.00	\$32,000.00
68B	4-04.5	Crushed Surfacing Top Course	10	TON	\$36.00	\$360.00	\$50.00	\$500.00	\$22.00	\$220.00	\$100.00	\$1,000.00	\$75.00	\$750.00	\$87.00	\$870.00	\$50.00	\$500.00
69B	5-04.5	HMA Cl. 1/2 In. PG 58-22	730	TON	\$100.00	\$73,000.00	\$97.00	\$70,810.00	\$140.00	\$102,200.00	\$115.00	\$83,950.00	\$100.00	\$73,000.00	\$107.00	\$78,110.00	\$95.00	\$69,350.00
70B	5-04.5	Commercial HMA	1	TON	\$110.00	\$110.00	\$132.00	\$132.00	\$124.00	\$124.00	\$148.00	\$148.00	\$200.00	\$200.00	\$650.00	\$650.00	\$215.00	\$215.00
73B	5-05.5 SP	Patterned Cement Conc. Sidewalk Bands - 4 In. Thick	90	S.Y.	\$105.00	\$9,450.00	\$300.00	\$27,000.00	\$165.00	\$14,850.00	\$277.00	\$24,930.00	\$200.00	\$18,000.00	\$161.00	\$14,490.00	\$230.00	\$20,700.00
74B	5-05.5 SP	Patterned Cement Conc. Sidewalk - 4 In. Thick	701	S.Y.	\$65.00	\$45,565.00	\$124.00	\$86,924.00	\$83.00	\$58,183.00	\$84.80	\$59,444.80	\$75.00	\$52,575.00	\$126.00	\$88,326.00	\$120.00	\$84,120.00
75B	5-05.5 SP	Patterned Cement Conc. Crosswalk Bands - 9 In. Thick	99	S.Y.	\$200.00	\$19,800.00	\$931.00	\$92,169.00	\$285.00	\$28,215.00	\$433.00	\$42,867.00	\$400.00	\$39,600.00	\$150.00	\$14,850.00	\$480.00	\$47,520.00
76B	5-05.5 SP	Patterned Cement Conc. Crosswalk - 9 In. Thick	237	S.Y.	\$135.00	\$31,995.00	\$298.00	\$70,626.00	\$260.00	\$61,620.00	\$300.00	\$71,100.00	\$200.00	\$47,400.00	\$160.00	\$37,920.00	\$335.00	\$79,395.00
83B	7-04.5 SP	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	571	L.F.	\$65.00	\$37,115.00	\$88.00	\$50,248.00	\$152.00	\$86,792.00	\$120.00	\$68,520.00	\$200.00	\$114,200.00	\$97.00	\$55,387.00	\$150.00	\$85,650.00
84B	7-04.5 SP	Solid Wall PVC Storm Sewer Pipe 18 In. Diam.	14	L.F.	\$80.00	\$1,120.00	\$175.00	\$2,450.00	\$291.00	\$4,074.00	\$140.00	\$1,960.00	\$215.00	\$3,010.00	\$250.00	\$3,500.00	\$200.00	\$2,800.00
96B	7-05.5	Catch Basin Type 2 48 In. Diam.	4	E.A.	\$3,500.00	\$14,000.00	\$4,500.00	\$18,000.00	\$3,660.00	\$14,640.00	\$4,700.00	\$18,800.00	\$3,750.00	\$15,000.00	\$4,000.00	\$16,000.00	\$5,500.00	\$22,000.00
97B	7-05.5	Catch Basin Type 2 54 In. Diam.	1	E.A.	\$4,800.00	\$4,800.00	\$4,500.00	\$4,500.00	\$4,250.00	\$4,250.00	\$5,300.00	\$5,300.00	\$4,000.00	\$4,000.				

ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
230B	8-23.5	Temporary Pavement Marking - Short Duration	17638	L.F.	\$0.20	\$3,527.60	\$2.00	\$35,276.00	\$1.00	\$17,638.00	\$0.10	\$1,763.80	\$0.80	\$14,110.40	\$1.10	\$19,401.80	\$0.70	\$12,346.60	
231B	8-23.5 SP	Temporary Crosswalk - Short Duration	273	L.F.	\$0.50	\$136.50	\$4.00	\$1,092.00	\$5.00	\$1,365.00	\$4.00	\$1,092.00	\$4.00	\$1,092.00	\$4.40	\$1,201.20	\$4.00	\$1,092.00	
233B	8-26.5 SP	Heavy Duty Bollard	4	E.A.	\$400.00	\$1,600.00	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$1,300.00	\$5,200.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$1,650.00	\$6,600.00	
						SUBTOTAL SCHEDULE B	\$1,379,955.10	EJD	\$ 1,647,422.00	EJD	\$ 1,638,330.00	EJD	\$ 1,295,750.80	EJD	\$ 1,545,907.40	EJD	\$ 1,330,416.40	EJD	\$ 1,572,097.60
						TAXES (10.5%)	\$144,895.29		\$ 172,979.31		\$ 172,024.65		\$ 136,053.83		\$ 162,320.28		\$ 139,693.72		\$ 165,070.25
						TOTAL SCHEDULE B	\$1,524,850.39	Bid	\$1,820,401.31	Bid	\$ 1,810,354.65	Bid	\$ 1,431,804.63	Bid	\$ 1,708,227.68	Bid	\$ 1,470,110.12	Bid	\$ 1,737,167.85
ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE C																			
1C	1-04.4 SP	Unexpected Site Changes	1	EST.	\$69,000.00	\$69,000.00	\$69,000.00	\$ 69,000.00	\$69,000.00	\$ 69,000.00	\$69,000.00	\$ 69,000.00	\$69,000.00	\$ 69,000.00	\$69,000.00	\$ 69,000.00	\$69,000.00	\$ 69,000.00	
2C	1-05.4 SP	Roadway Surveying	1	L.S.	\$51,000.00	\$51,000.00	\$10,000.00	\$ 10,000.00	\$17,000.00	\$ 17,000.00	\$1,100.00	\$ 1,100.00	\$10,000.00	\$ 10,000.00	\$18,000.00	\$ 18,000.00	\$6,000.00	\$ 6,000.00	
5C	1-05.18 SP	Record Drawings, (Min. Bid \$15,000)	1	L.S.	\$2,100.00	\$2,400.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$150.00	\$ 150.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	
10C	1-09.7 SP	Mobilization	1	L.S.	\$275,000.00	\$275,000.00	\$380,000.00	\$ 380,000.00	\$300,000.00	\$ 300,000.00	\$15,000.00	\$ 15,000.00	\$100,000.00	\$ 100,000.00	\$15,000.00	\$ 15,000.00	\$600,000.00	\$ 600,000.00	
11C	1-10.5	Project Temporary Traffic Control	1	L.S.	\$39,000.00	\$39,000.00	\$21,000.00	\$ 21,000.00	\$7,600.00	\$ 7,600.00	\$1,350.00	\$ 1,350.00	\$11,200.00	\$ 11,200.00	\$5,000.00	\$ 5,000.00	\$31,000.00	\$ 31,000.00	
12C	1-10.5 SP	Uniformed Police Officer (Min Bid \$70/Hr.)	930	HR.	\$110.00	\$102,300.00	\$110.00	\$ 102,300.00	\$83.00	\$ 77,190.00	\$78.00	\$ 72,540.00	\$100.00	\$ 93,000.00	\$88.00	\$ 81,840.00	\$70.00	\$ 65,100.00	
13C	1-10.5	Traffic Control Supervisor	1	L.S.	\$20,000.00	\$20,000.00	\$70,000.00	\$ 70,000.00	\$33,000.00	\$ 33,000.00	\$3,728.00	\$ 3,728.00	\$64,400.00	\$ 64,400.00	\$5,000.00	\$ 5,000.00	\$28,000.00	\$ 28,000.00	
14C	1-10.5	Flaggers	1120	HR.	\$60.00	\$67,200.00	\$57.00	\$ 63,840.00	\$70.00	\$ 78,400.00	\$70.00	\$ 78,400.00	\$65.00	\$ 72,800.00	\$75.00	\$ 84,000.00	\$91.00	\$ 101,920.00	
15C	1-10.5	Sequential Arrow Sign	6900	HR.	\$5.00	\$34,500.00	\$1.00	\$ 6,900.00	\$2.00	\$ 13,800.00	\$0.40	\$ 2,760.00	\$0.50	\$ 3,450.00	\$0.55	\$ 3,795.00	\$0.50	\$ 3,450.00	
16C	1-10.5	Portable Changeable Message Sign	9072	HR.	\$5.00	\$45,360.00	\$1.00	\$ 9,072.00	\$1.00	\$ 9,072.00	\$0.60	\$ 5,443.20	\$2.50	\$ 22,680.00	\$1.10	\$ 9,979.20	\$1.00	\$ 9,072.00	
23C	2-02.5 SP	Remove Existing Water Pipe	350	L.F.	\$20.00	\$7,000.00	\$20.00	\$ 7,000.00	\$25.00	\$ 8,750.00	\$23.00	\$ 8,050.00	\$45.00	\$ 15,750.00	\$30.00	\$ 10,500.00	\$11.00	\$ 3,850.00	
24C	2-02.5 SP	Remove Existing Water Valve	16	E.A.	\$300.00	\$4,800.00	\$400.00	\$ 6,400.00	\$400.00	\$ 6,400.00	\$4,500.00	\$ 22,000.00	\$50.00	\$ 800.00	\$150.00	\$ 2,400.00	\$200.00	\$ 3,200.00	
25C	2-02.5 SP	Remove Existing Hydrant Assembly	12	E.A.	\$1,500.00	\$18,000.00	\$1,000.00	\$ 12,000.00	\$1,250.00	\$ 15,000.00	\$4,500.00	\$ 20,000.00	\$1,250.00	\$ 15,000.00	\$750.00	\$ 9,000.00	\$500.00	\$ 6,000.00	
26C	2-02.5 SP	Remove Existing Fire Department Connection (FDC)	2	E.A.	\$1,200.00	\$2,400.00	\$1,500.00	\$ 3,000.00	\$400.00	\$ 800.00	\$4,500.00	\$ 20,000.00	\$1,000.00	\$ 2,000.00	\$550.00	\$ 1,100.00	\$950.00	\$ 1,900.00	
27C	2-02.5 SP	Remove Existing Sewer Manhole	3	E.A.	\$2,000.00	\$6,000.00	\$650.00	\$ 1,950.00	\$1,300.00	\$ 3,900.00	\$400.00	\$ 1,200.00	\$500.00	\$ 1,500.00	\$700.00	\$ 2,100.00	\$4,000.00	\$ 12,000.00	
39C	2-05.5 SP	Potholing	250	V.F.	\$200.00	\$50,000.00	\$85.00	\$ 21,250.00	\$100.00	\$ 25,000.00	\$150.00	\$ 37,500.00	\$100.00	\$ 25,000.00	\$50.00	\$ 12,500.00	\$170.00	\$ 42,500.00	
106C	7-05.5 SP	Grease Interceptor Vault	1	L.S.	\$40,000.00	\$40,000.00	\$60,000.00	\$ 60,000.00	\$66,000.00	\$ 66,000.00	\$45,000.00	\$ 45,000.00	\$70,000.00	\$ 70,000.00	\$42,500.00	\$ 42,500.00	\$85,000.00	\$ 85,000.00	
108C	7-05.5	Adjust Manhole	7	E.A.	\$800.00	\$5,600.00	\$600.00	\$ 4,200.00	\$600.00	\$ 4,200.00	\$700.00	\$ 4,900.00	\$1,000.00	\$ 7,000.00	\$850.00	\$ 5,950.00	\$1,000.00	\$ 7,000.00	
110C	7-05.5	Shoring or Extra Excavation Class B	15100	S.F.	\$1.00	\$15,100.00	\$1.00	\$ 15,100.00	\$0.50	\$ 25,750.00	\$9.00	\$ 463,500.00	\$0.20	\$ 10,300.00	\$0.21	\$ 10,815.00	\$1.25	\$ 64,375.00	
111C	7-05.5 SP	Abandon Grease Interceptor Vault	1	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$7,500.00	\$ 7,500.00	\$2,000.00	\$ 2,000.00	\$16,000.00	\$ 16,000.00	
112C	7-05.5	Manhole 48 In. Diam	23	E.A.	\$8,000.00	\$184,000.00	\$4,500.00	\$ 103,500.00	\$4,000.00	\$ 92,000.00	\$11,200.00	\$ 257,600.00	\$5,000.00	\$ 115,000.00	\$8,000.00	\$ 184,000.00	\$16,000.00	\$ 368,000.00	
113C	7-05.5 SP	Manhole 48 In. Diam with Outside Drop	2	E.A.	\$10,000.00	\$20,000.00	\$6,500.00	\$ 13,000.00	\$6,675.00	\$ 13,350.00	\$16,200.00	\$ 32,400.00	\$5,000.00	\$ 10,000.00	\$13,500.00	\$ 27,000.00	\$14,000.00	\$ 28,000.00	
114C	7-05.5	Manhole Additional Height 48 In. Diam. Type 1 (Ht.>10)	74	L.F.	\$500.00	\$37,000.00	\$150.00	\$ 11,100.00	\$120.00	\$ 8,800.00	\$1.00	\$ 74.00	\$100.00	\$ 7,400.00	\$122.00	\$ 9,028.00	\$50.00	\$ 3,700.00	
115C	7-05.5	Abandon Existing Manhole	15	E.A.	\$2,000.00	\$30,000.00	\$600.00	\$ 9,000.00	\$700.00	\$ 10,500.00	\$400.00	\$ 6,000.00	\$500.00	\$ 7,500.00	\$1,000.00	\$ 15,000.00	\$2,000.00	\$ 30,000.00	
116C	7-08.5	Plugging Existing Pipe	7	E.A.	\$400.00	\$2,800.00	\$500.00	\$ 3,500.00	\$950.00	\$ 5,950.00	\$235.00	\$ 1,645.00	\$350.00	\$ 2,450.00	\$750.00	\$ 5,250.00	\$1,500.00	\$ 10,500.00	
117C	7-09.5	Ductile Iron Pipe for Water Main 4 In. Diam.	85	L.F.	\$100.00	\$8,500.00	\$85.00	\$ 7,225.00	\$135.00	\$ 11,475.00	\$140.00	\$ 11,900.00	\$120.00	\$ 10,200.00	\$98.00	\$ 8,330.00	\$200.00	\$ 17,000.00	
118C	7-09.5	Ductile Iron Pipe for Water Main 6 In. Diam.	299	L.F.	\$120.00	\$35,880.00	\$130.00	\$ 38,870.00	\$60.00	\$ 17,940.00	\$170.00	\$ 50,830.00	\$120.00	\$ 35,880.00	\$87.00	\$ 26,013.00	\$175.00	\$ 52,325.00	
119C	7-09.5	Ductile Iron Pipe for Water Main 8 In. Diam.	108	L.F.	\$140.00	\$15,120.00	\$260.00	\$ 28,080.00	\$257.00	\$ 27,756.00	\$300.00	\$ 32,400.00	\$265.00	\$ 28,620.00	\$283.00	\$ 30,564.00	\$390.00	\$ 42,120.00	
120C	7-09.5	Ductile Iron Pipe for Water Main 10 In. Diam.	53	L.F.	\$160.00	\$8,480.00	\$100.00	\$ 5,300.00	\$162.00	\$ 8,586.00	\$140.00	\$ 7,420.00	\$200.00	\$ 10,600.00	\$220.00	\$ 11,660.00	\$220.00	\$ 11,660.00	
121C	7-09.5	Ductile Iron Pipe for Water Main 12 In. Diam.	4034	L.F.	\$180.00	\$726,120.00	\$160.00	\$ 645,440.00	\$132.00	\$ 532,488.00	\$240.00	\$ 968,160.00	\$105.00	\$ 423,570.00	\$160.00	\$ 645,440.00	\$255.00	\$ 1,028,670.00	
122C	7-12.5	Gate Valve 4 In.	3	E.A.	\$1,200.00	\$3,600.00	\$1,200.00	\$ 3,600.00	\$925.00	\$ 2,775.00	\$1,400.00	\$ 4,200.00	\$1,300.00	\$ 3,900.00	\$1,500.00	\$ 4,500.00	\$1,100.00	\$ 3,300.00	
123C	7-12.5	Gate Valve 6 In.	1	E.A.	\$1,400.00	\$1,400.00	\$1,300.00	\$ 1,300.00	\$1,560.00	\$ 1,560.00	\$1,600.00	\$ 1,600.00	\$1,500.00	\$ 1,500.00	\$1,650.00	\$ 1,650.00	\$2,000.00	\$ 2,000.00	
124C	7-12.5	Gate Valve 8 In.	16	E.A.	\$1,500.00	\$24,000.00	\$1,700.00	\$ 27,200.00	\$1,900.00	\$ 30,400.00	\$2,000.00	\$ 32,000.00	\$2,000.00	\$ 32,000.00	\$2,200.00	\$ 35,200.00	\$2,500.00	\$ 40,000.00	
125C	7-12.5	Gate Valve 10 In.	1	E.A.	\$2,000.00	\$2,000.00	\$2,500.00	\$ 2,500.00	\$2,550.00	\$ 2,550.00	\$2,700.00	\$ 2,700.00	\$2,600.00	\$ 2,600.00	\$3,000.00	\$ 3,000.00	\$3,500.00	\$ 3,500.00	
126C	7-12.5	Gate Valve 12 In.	44	E.A.	\$2,400.00	\$105,600.00	\$3,000.00	\$ 132,000.00	\$2,950.00	\$ 129,800.00	\$3,100.00	\$ 136,400.00	\$3,150.00	\$ 138,600.00	\$3,500.00	\$ 154,000.00	\$3,600.00	\$ 158,400.00	
127C	7-12.5	Gate Valve 16 In.	2	E.A.	\$2,400.00	\$4,800.00	\$8,500.00	\$ 17,000.00	\$										

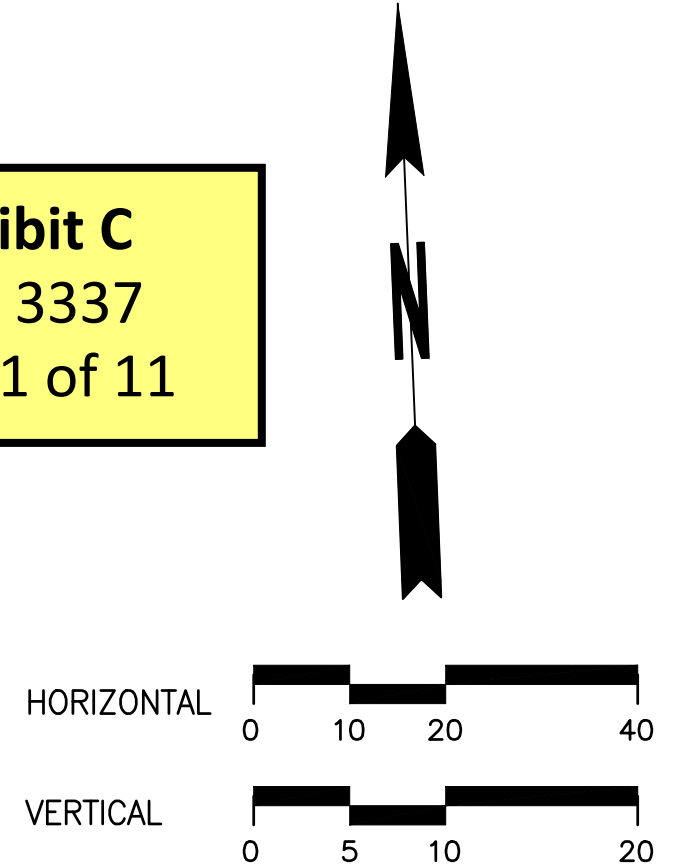
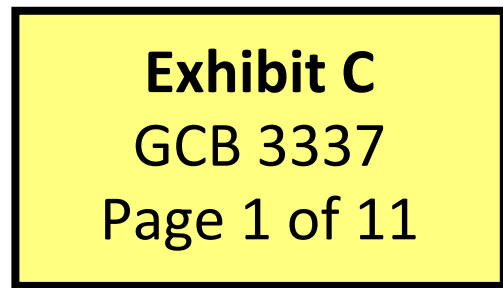
ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
2D	1-05.4 SP	Roadway Surveying	1	L.S.	\$43,000.00	\$43,000.00	\$10,500.00	\$ 10,500.00	\$20,000.00	\$ 20,000.00	\$1,100.00	\$ 1,100.00	\$3,000.00	\$ 3,000.00	\$15,000.00	\$ 15,000.00	\$3,000.00	\$ 3,000.00	
10D	1-09.7 SP	Mobilization	1	L.S.	\$232,000.00	\$232,000.00	\$250,000.00	\$ 250,000.00	\$250,000.00	\$ 250,000.00	\$15,000.00	\$ 15,000.00	\$100,000.00	\$ 100,000.00	\$2,500.00	\$ 2,500.00	\$500,000.00	\$ 500,000.00	
11D	1-10.5	Project Temporary Traffic Control	1	L.S.	\$20,000.00	\$20,000.00	\$10,000.00	\$ 10,000.00	\$2,000.00	\$ 2,000.00	\$1,350.00	\$ 1,350.00	\$3,200.00	\$ 3,200.00	\$1,500.00	\$ 1,500.00	\$12,000.00	\$ 12,000.00	
12D	1-10.5 SP	Uniformed Police Officer (Min Bid \$70/Hr.)	530	HR.	\$110.00	\$58,300.00	\$110.00	\$ 58,300.00	\$83.00	\$ 43,990.00	\$78.00	\$ 41,340.00	\$100.00	\$ 53,000.00	\$88.00	\$ 46,640.00	\$70.00	\$ 37,100.00	
13D	1-10.5	Traffic Control Supervisor	1	L.S.	\$10,000.00	\$10,000.00	\$70,000.00	\$ 70,000.00	\$25,000.00	\$ 25,000.00	\$3,728.00	\$ 3,728.00	\$18,400.00	\$ 18,400.00	\$2,500.00	\$ 2,500.00	\$8,000.00	\$ 8,000.00	
14D	1-10.5	Flaggers	320	HR.	\$60.00	\$19,200.00	\$57.00	\$ 18,240.00	\$70.00	\$ 22,400.00	\$70.00	\$ 22,400.00	\$65.00	\$ 20,800.00	\$70.00	\$ 22,400.00	\$91.00	\$ 29,120.00	
28D	2-02.5 SP	Remove Existing Utility Pole	28	E.A.	\$500.00	\$14,000.00	\$507.00	\$ 14,196.00	\$300.00	\$ 8,400.00	\$500.00	\$ 14,000.00	\$400.00	\$ 11,200.00	\$1,650.00	\$ 46,200.00	\$1,300.00	\$ 36,400.00	
29D	2-02.5 SP	Remove Existing Utility Vault	15	E.A.	\$400.00	\$6,000.00	\$2,460.00	\$ 36,900.00	\$400.00	\$ 6,000.00	\$900.00	\$ 13,500.00	\$500.00	\$ 7,500.00	\$1,100.00	\$ 16,500.00	\$700.00	\$ 10,500.00	
36D	2-03.5	Gravel Borrow Incl. Haul	10700	TON	\$25.00	\$267,500.00	\$19.00	\$ 203,300.00	\$21.00	\$ 224,700.00	\$13.00	\$ 139,100.00	\$44.00	\$ 470,800.00	\$28.00	\$ 299,600.00	\$21.00	\$ 224,700.00	
45D	2-14.5 SP	Precast Concrete Vault and Installation - Transformer Vault A (42"x42"x30") (SNO PUD)	4	E.A.	\$8,000.00	\$32,000.00	\$2,100.00	\$ 8,400.00	\$1,450.00	\$ 5,800.00	\$1,889.00	\$ 7,556.00	\$2,000.00	\$ 8,000.00	\$900.00	\$ 3,600.00	\$4,000.00	\$ 16,000.00	
46D	2-14.5 SP	Precast Concrete Vault and Installation - Transformer Vault B (48"x48"x36") (SNO PUD)	9	E.A.	\$10,000.00	\$90,000.00	\$3,100.00	\$ 27,900.00	\$3,000.00	\$ 27,000.00	\$2,871.00	\$ 25,839.00	\$3,500.00	\$ 31,500.00	\$2,200.00	\$ 19,800.00	\$6,000.00	\$ 54,000.00	
47D	2-14.5 SP	Precast Concrete Vault and Installation - Submersible Switch Vault (SNO PUD)	10	E.A.	\$50,000.00	\$500,000.00	\$42,500.00	\$ 425,000.00	\$45,000.00	\$ 450,000.00	\$51,825.00	\$ 518,250.00	\$45,000.00	\$ 450,000.00	\$46,000.00	\$ 460,000.00	\$70,000.00	\$ 700,000.00	
48D	2-14.5 SP	Precast Concrete Vault and Installation - P - Junction Box	27	E.A.	\$5,000.00	\$135,000.00	\$3,500.00	\$ 94,500.00	\$3,000.00	\$ 81,000.00	\$3,917.00	\$ 105,759.00	\$4,000.00	\$ 108,000.00	\$2,700.00	\$ 72,900.00	\$7,500.00	\$ 202,500.00	
49D	2-14.5 SP	Precast Concrete Vault and Installation - L - Type 25-TA HH (City Fiber)	20	E.A.	\$4,800.00	\$96,000.00	\$2,800.00	\$ 56,000.00	\$3,000.00	\$ 60,000.00	\$3,069.00	\$ 61,380.00	\$3,750.00	\$ 75,000.00	\$2,400.00	\$ 48,000.00	\$5,000.00	\$ 100,000.00	
50D	2-14.5 SP	Vault and Installation - F1 - Type Manhole (30" X 50" X 3'0") (Frontier)	29	E.A.	\$4,500.00	\$130,500.00	\$4,200.00	\$ 121,800.00	\$4,200.00	\$ 121,800.00	\$4,044.00	\$ 117,276.00	\$6,000.00	\$ 174,000.00	\$4,000.00	\$ 116,000.00	\$9,500.00	\$ 275,500.00	
51D	2-14.5 SP	Vault and Installation - F2 - Type HH (20" X 30" X 2'2") (Frontier)	9	E.A.	\$3,000.00	\$27,000.00	\$1,856.00	\$ 16,704.00	\$2,300.00	\$ 20,700.00	\$2,288.00	\$ 20,592.00	\$3,500.00	\$ 31,500.00	\$2,000.00	\$ 18,000.00	\$4,500.00	\$ 40,500.00	
52D	2-14.5 SP	Vault Installation - C1 - Precast Concrete Type 3642-LA (Comcast)	23	E.A.	\$1,100.00	\$25,300.00	\$1,150.00	\$ 26,450.00	\$1,000.00	\$ 23,000.00	\$1,441.00	\$ 33,143.00	\$2,500.00	\$ 57,500.00	\$600.00	\$ 13,800.00	\$5,500.00	\$ 126,500.00	
53D	2-14.5 SP	Vault Installation - C2 - Precast Concrete Type 444-LA (Comcast)	12	E.A.	\$1,500.00	\$18,000.00	\$1,150.00	\$ 13,800.00	\$950.00	\$ 11,400.00	\$1,441.00	\$ 17,292.00	\$2,500.00	\$ 30,000.00	\$600.00	\$ 7,200.00	\$4,500.00	\$ 54,000.00	
54D	2-14.5 SP	Vault Installation - C3 - Precast Concrete Type 17301366 (Comcast)	3	E.A.	\$1,000.00	\$3,000.00	\$1,150.00	\$ 3,450.00	\$1,000.00	\$ 3,000.00	\$1,134.00	\$ 3,402.00	\$2,500.00	\$ 7,500.00	\$350.00	\$ 1,050.00	\$2,200.00	\$ 6,600.00	
55D	2-14.5 SP	Vault Installation - W1 - Type 233-LA HH (Wave Broadband)	8	E.A.	\$1,800.00	\$14,400.00	\$1,150.00	\$ 9,200.00	\$1,000.00	\$ 8,000.00	\$663.00	\$ 5,304.00	\$2,500.00	\$ 20,000.00	\$450.00	\$ 3,600.00	\$3,300.00	\$ 26,400.00	
56D	2-14.5 SP	Vault Installation - W2 - Type 25-TA HH (Wave Broadband)	2	E.A.	\$2,400.00	\$4,800.00	\$1,150.00	\$ 2,300.00	\$1,000.00	\$ 2,000.00	\$1,441.00	\$ 2,882.00	\$2,500.00	\$ 5,000.00	\$600.00	\$ 1,200.00	\$3,000.00	\$ 6,000.00	
57D	2-14.5 SP	PVC Conduit - 2 In. Diam.	1038	L.F.	\$8.00	\$8,304.00	\$9.00	\$ 9,342.00	\$11.00	\$ 11,418.00	\$8.90	\$ 9,238.20	\$9.50	\$ 9,861.00	\$14.50	\$ 15,051.00	\$9.00	\$ 9,342.00	
58D	2-14.5 SP	PVC Conduit - 4 In. Diam.	36463	L.F.	\$10.00	\$364,630.00	\$15.00	\$ 546,945.00	\$21.00	\$ 765,723.00	\$16.30	\$ 594,346.90	\$20.20	\$ 736,552.60	\$23.50	\$ 856,880.50	\$18.00	\$ 656,334.00	
59D	2-14.5 SP	PVC Conduit - 6 In. Diam.	14904	L.F.	\$18.00	\$268,272.00	\$22.00	\$ 327,888.00	\$33.00	\$ 491,832.00	\$21.90	\$ 326,397.60	\$32.00	\$ 450,100.80	\$32.00	\$ 476,928.00	\$25.00	\$ 372,600.00	
60D	2-14.5 SP	PVC Conduit Schedule 80 - 4 In. Diam. With Innerduct	10444	L.F.	\$17.00	\$177,548.00	\$17.00	\$ 177,548.00	\$25.00	\$ 261,100.00	\$17.60	\$ 183,814.40	\$21.50	\$ 224,546.00	\$25.00	\$ 261,100.00	\$19.00	\$ 198,436.00	
61D	2-14.5 SP	Installation Only PVC Conduit - 2 In. Diam.	1040	L.F.	\$6.00	\$6,240.00	\$4.00	\$ 4,160.00	\$6.00	\$ 6,240.00	\$3.80	\$ 3,952.00	\$5.10	\$ 5,304.00	\$4.00	\$ 4,160.00	\$4.00	\$ 4,160.00	
62D	2-14.5 SP	Installation Only PVC Conduit - 4 In. Diam.	16024	L.F.	\$7.00	\$112,168.00	\$8.00	\$ 128,192.00	\$10.00	\$ 160,240.00	\$6.90	\$ 110,565.60	\$8.50	\$ 136,204.00	\$6.50	\$ 104,156.00	\$8.00	\$ 128,192.00	
63D	2-14.5 SP	Joint Utility Trench Excavation Incl. Haul	8500	C.Y.	\$22.00	\$187,000.00	\$79.00	\$ 671,500.00	\$48.00	\$ 408,000.00	\$50.00	\$ 425,000.00	\$40.00	\$ 340,000.00	\$67.50	\$ 573,750.00	\$190.00	\$ 1,615,000.00	
64D	2-14.5 SP	Sand Bedding	1380	C.Y.	\$50.00	\$69,000.00	\$45.00	\$ 62,100.00	\$56.00	\$ 77,280.00	\$49.00	\$ 67,620.00	\$60.00	\$ 82,800.00	\$79.00	\$ 109,020.00	\$70.00	\$ 96,600.00	
65D	2-14.5 SP	Red Dyed Low Strength Fluidized Thermal Backfill	678	C.Y.	\$175.00	\$118,650.00	\$135.00	\$ 91,530.00	\$160.00	\$ 108,480.00	\$130.00	\$ 88,140.00	\$200.00	\$ 135,600.00	\$250.00	\$ 169,500.00	\$175.00	\$ 118,650.00	
66D	2-14.5 SP	Adjust Existing Utility Junction Box	3	E.A.	\$600.00	\$1,800.00	\$350.00	\$ 1,050.00	\$600.00	\$ 1,800.00	\$500.00	\$ 1,500.00	\$750.00	\$ 2,250.00	\$600.00	\$ 1,800.00	\$550.00	\$ 1,665.00	
67D	4-04.5	Crushed Surfacing Base Course	1210	TON	\$30.00	\$36,300.00	\$20.00	\$ 24,200.00	\$30.00	\$ 36,300.00	\$47.00	\$ 56,870.00	\$53.00	\$ 64,130.00	\$51.00	\$ 61,710.00	\$40.00	\$ 48,400.00	
110D	7-05.5	Shoring or Extra Excavation Class B	76410	S.F.	\$1.00	\$76,410.00	\$1.00	\$ 76,410.00	\$0.50	\$ 38,205.00	\$9.00	\$ 687,690.00	\$0.50	\$ 38,205.00	\$0.11	\$ 8,405.10	\$0.80	\$ 61,128.00	
						SUBTOTAL SCHEDULE D	\$3,230,322.00	EJD	\$ 3,655,805.00	EJD	\$ 3,840,808.00	EJD	\$ 3,783,327.70	EJD	\$ 3,969,453.40	EJD	\$ 3,918,450.60	EJD	\$ 5,837,327.00
						TAXES (10.5%)	\$339,183.81		\$ 383,859.53		\$ 403,284.84		\$ 397,249.41		\$ 416,792.61		\$ 411,437.31		\$ 612,919.34
						EJD TOTAL SCHEDULE D	\$3,569,505.81	Bid	\$4,039,664.53	Bid	\$ 4,244,092.84	Bid	\$ 4,180,577.11	Bid	\$ 4,386,246.01	Bid	\$ 4,329,887.91	Bid	\$ 6,450,246.34
ITEM #	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE E																			
1E	1-04.4 SP	Unexpected Site Changes	1	EST.	\$12,000.00	\$12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	
2E	1-05.4 SP	Roadway Surveying	1	L.S.	\$7,000.00	\$7,000.00	\$1,000.00	\$ 1,000.00	\$1,500.00	\$ 1,500.00	\$1,100.00	\$ 1,100.00	\$7,000.00	\$ 7,000.00	\$1,000.00	\$ 1,000.00	\$7,000.00	\$ 7,000.00	
10E	1-09.7 SP	Mobilization	1	L.S.	\$40,000.00	\$40,000.00	\$20,000.00	\$ 20,000.00	\$50,000.00	\$ 50,000.00	\$15,000.00	\$ 15,000.00	\$50,000.00	\$ 50,000.00	\$1,000.00	\$ 1,000.00	\$40,000.00	\$ 40,000.00	
11E	1-10.5	Project Temporary Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$6,000.00	\$ 6,000.00	\$2,000.00	\$ 2,000.00	\$1,400.28	\$ 1,400.28	\$2,400.00	\$ 2,400.00	\$500.00	\$ 500.00	\$8,000.00	\$ 8,000.00	
12E	1-10.5 SP	Uniformed Police Officer (Min Bid \$70/Hr.)	270	HR.	\$110.00	\$29,700.00	\$												

Exhibit B GCB 3337 Page 6 of 6

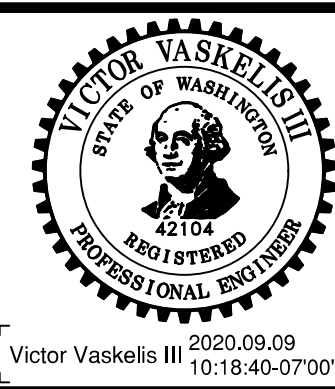
ITEM#	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
						SUBTOTAL SCHEDULE F		\$178,410.00	EJD	\$ 181,894.00	EJD	\$ 177,514.00	EJD	\$ 164,249.00	EJD	\$ 180,590.00	EJD	\$ 173,721.00	EJD	\$ 175,164.00
						TAXES (10.5%)		\$18,733.05		\$ 19,988.87		\$ 17,246.15		\$ 18,961.95		\$ 18,240.71		\$ 18,392.22		\$ 18,392.22
						EJD TOTAL SCHEDULE F		\$197,143.05	Bid	\$200,992.87	Bid	\$ 196,152.97	Bid	\$ 181,495.15	Bid	\$ 199,551.95	Bid	\$ 191,961.71	Bid	\$ 193,556.22
ITEM#	SPEC Section	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
SCHEDULE G																				
1G	1-04.4 SP	Unexpected Site Changes	1	EST.	\$19,000.00	\$19,000.00	\$19,000.00	\$ 19,000.00	\$19,000.00	\$ 19,000.00	\$19,000.00	\$ 19,000.00	\$19,000.00	\$ 19,000.00	\$19,000.00	\$ 19,000.00	\$19,000.00	\$ 19,000.00		
10G	1-09.7 SP	Mobilization	1	L.S.	\$74,000.00	\$74,000.00	\$80,000.00	\$ 80,000.00	\$200,000.00	\$ 200,000.00	\$15,000.00	\$ 15,000.00	\$131,600.00	\$ 131,600.00	\$70,000.00	\$ 70,000.00	\$100,000.00	\$ 100,000.00		
236G	8-19.5 SP	B1 - Vault safety systems installed per RCW 49.17	10	EA.	\$525.00	\$5,250.00	\$400.00	\$ 4,000.00	\$600.00	\$ 6,000.00	\$374.00	\$ 3,740.00	\$363.00	\$ 3,630.00	\$400.00	\$ 4,000.00	\$575.00	\$ 5,750.00		
237G	8-19.5 SP	B2 - Padmount transformer vault grounding (N0301, 02)	13	EA.	\$775.00	\$10,075.00	\$800.00	\$ 8,000.00	\$605.00	\$ 7,865.00	\$747.00	\$ 9,711.00	\$725.00	\$ 9,425.00	\$800.00	\$ 8,000.00	\$575.00	\$ 5,750.00		
238G	8-19.5 SP	B3 - J-Box vault grounding (N0301, 02)	26	EA.	\$775.00	\$20,150.00	\$600.00	\$ 15,600.00	\$605.00	\$ 15,730.00	\$560.00	\$ 14,560.00	\$544.00	\$ 14,144.00	\$600.00	\$ 15,600.00	\$550.00	\$ 5,500.00		
239G	8-19.5 SP	B4 - Switching vault grounding	10	EA.	\$1,400.00	\$14,000.00	\$925.00	\$ 9,250.00	\$605.00	\$ 6,050.00	\$934.00	\$ 9,340.00	\$910.00	\$ 9,100.00	\$1,000.00	\$ 10,000.00	\$550.00	\$ 5,500.00		
240G	8-19.5 SP	B5 - Secondary Pedestal (1U801,02)	1	EA.	\$1,500.00	\$1,500.00	\$1,500.00	\$ 1,500.00	\$4,800.00	\$ 4,800.00	\$1,494.00	\$ 1,494.00	\$1,450.00	\$ 1,450.00	\$1,500.00	\$ 1,500.00	\$4,500.00	\$ 4,500.00		
241G	8-19.5 SP	D1 - Install (1) 1/0 Al 15kV URD jacketed concentric neutral cable in conduit [Cir. Feet]	810	L.F.	\$3.50	\$2,835.00	\$2.00	\$ 16,200.00	\$37.00	\$ 29,970.00	\$18.50	\$ 14,985.00	\$18.00	\$ 14,580.00	\$20.00	\$ 16,200.00	\$35.00	\$ 28,350.00		
242G	8-19.5 SP	D2 - Install (3) 1/0 Al 15kV URD jacketed concentric neutral cable in conduit [Cir. Feet]	9765	L.F.	\$6.50	\$63,472.50	\$13.00	\$ 126,945.00	\$37.00	\$ 361,305.00	\$12.90	\$ 125,965.50	\$12.50	\$ 122,625.00	\$16.00	\$ 156,240.00	\$36.00	\$ 351,540.00		
243G	8-19.5 SP	D3 - Remove 15KV cable from conduit [Cir. Feet]	2091	L.F.	\$7.00	\$14,637.00	\$10.00	\$ 20,910.00	\$9.00	\$ 18,819.00	\$10.40	\$ 21,746.40	\$10.00	\$ 20,910.00	\$11.00	\$ 23,001.00	\$9.00	\$ 18,819.00		
244G	8-19.5 SP	D4 - Install 1/0 Al jacketed concentric neutral 15KV primary cable 200A Loadbreak termination (T1105, T1140)	252	EA.	\$245.00	\$61,740.00	\$368.00	\$ 92,736.00	\$260.00	\$ 65,520.00	\$374.00	\$ 94,248.00	\$363.00	\$ 91,476.00	\$400.00	\$ 100,800.00	\$250.00	\$ 63,000.00		
245G	8-19.5 SP	D5 - Install #2 thru 1/0 Al 7.2 kV three-phase URD terminal pole (12U309)	2	EA.	\$5,500.00	\$11,000.00	\$4,600.00	\$ 9,200.00	\$18,000.00	\$ 36,000.00	\$4,667.00	\$ 9,334.00	\$4,530.00	\$ 9,060.00	\$4,500.00	\$ 9,000.00	\$17,000.00	\$ 34,000.00		
246G	8-19.5 SP	D6 - Install (3) 110KCM Al 15KV URD cables in conduit	9975	L.F.	\$7.50	\$74,812.50	\$33.00	\$ 329,175.00	\$22.00	\$ 219,450.00	\$33.50	\$ 334,162.50	\$32.50	\$ 324,187.50	\$37.00	\$ 369,075.00	\$21.00	\$ 209,475.00		
247G	8-19.5 SP	D7 - Install #2 thru 1/0 Al jacketed concentric neutral 15KV	15	L.F.	\$550.00	\$8,250.00	\$100.00	\$ 1,500.00	\$1,400.00	\$ 21,000.00	\$99.60	\$ 1,494.00	\$97.00	\$ 1,455.00	\$105.00	\$ 1,575.00	\$1,300.00	\$ 19,500.00		
248G	8-19.5 SP	D8 - Install 1100KCM Al 15KV primary cable 600A Deadbreak Termination (T1141)	90	EA.	\$550.00	\$49,500.00	\$300.00	\$ 27,000.00	\$850.00	\$ 76,500.00	\$310.00	\$ 27,900.00	\$300.00	\$ 27,000.00	\$330.00	\$ 29,700.00	\$800.00	\$ 72,000.00		
249G	8-19.5 SP	D9 - Install 1100KCM Al 12-47kV three-phase URD terminal pole w/ GO SW (12U319)	4	EA.	\$8,000.00	\$32,000.00	\$2,600.00	\$ 10,400.00	\$14,500.00	\$ 58,000.00	\$2,578.00	\$ 10,312.00	\$2,500.00	\$ 10,000.00	\$2,750.00	\$ 11,000.00	\$14,000.00	\$ 56,000.00		
250G	8-19.5 SP	D10 - Install 15KV primary "J" box 200 amp	84	EA.	\$1,150.00	\$96,600.00	\$2,200.00	\$ 184,800.00	\$1,775.00	\$ 149,100.00	\$2,240.00	\$ 188,160.00	\$2,175.00	\$ 182,700.00	\$2,300.00	\$ 193,200.00	\$1,700.00	\$ 142,800.00		
251G	8-19.5 SP	D11 - Install 15KV switch cabinet	1	EA.	\$3,300.00	\$3,300.00	\$5,500.00	\$ 5,500.00	\$4,850.00	\$ 4,850.00	\$5,600.00	\$ 5,600.00	\$5,500.00	\$ 5,500.00	\$5,900.00	\$ 5,900.00	\$4,500.00	\$ 4,500.00		
252G	8-19.5 SP	D12 - Remove 15KV switch cabinet	1	EA.	\$1,850.00	\$1,850.00	\$925.00	\$ 925.00	\$2,500.00	\$ 2,500.00	\$934.00	\$ 934.00	\$910.00	\$ 910.00	\$1,000.00	\$ 1,000.00	\$2,300.00	\$ 2,300.00		
253G	8-19.5 SP	D13 - Install fault indicator (D0701, D0705)	297	EA.	\$42.00	\$12,474.00	\$92.00	\$ 27,324.00	\$170.00	\$ 50,490.00	\$93.40	\$ 27,739.80	\$91.00	\$ 27,027.00	\$99.00	\$ 29,403.00	\$160.00	\$ 47,520.00		
254G	8-19.5 SP	D14 - Racking (3) 350KCM Al or larger 15KV primary cables in a vault installed by others	10	EA.	\$1,300.00	\$13,000.00	\$1,550.00	\$ 15,500.00	\$1,800.00	\$ 18,000.00	\$1,547.00	\$ 15,470.00	\$1,500.00	\$ 15,000.00	\$1,650.00	\$ 16,500.00	\$1,800.00	\$ 18,000.00		
255G	8-19.5 SP	D15 - Install Submersible Switch	10	EA.	\$4,500.00	\$45,000.00	\$4,600.00	\$ 46,000.00	\$4,850.00	\$ 48,500.00	\$1,547.00	\$ 15,470.00	\$1,500.00	\$ 15,000.00	\$1,650.00	\$ 16,500.00	\$4,500.00	\$ 45,000.00		
256G	8-19.5 SP	E1 - Install 350KCM Al 600V URD triplex conductor in conduit	15	L.F.	\$5.00	\$75.00	\$100.00	\$ 1,500.00	\$30.00	\$ 450.00	\$99.60	\$ 1,494.00	\$100.00	\$ 1,500.00	\$100.00	\$ 1,500.00	\$30.00	\$ 450.00		
257G	8-19.5 SP	F1 - Install 15kVA thru 167kVA single-phase padmount transformer	7	EA.	\$1,700.00	\$11,900.00	\$2,800.00	\$ 19,600.00	\$2,500.00	\$ 17,500.00	\$2,800.00	\$ 19,600.00	\$2,750.00	\$ 19,250.00	\$2,900.00	\$ 20,300.00	\$2,300.00	\$ 16,100.00		
258G	8-19.5 SP	F2 - Install 75kVA thru 750kVA three-phase padmount transformer	6	EA.	\$2,000.00	\$12,000.00	\$4,600.00	\$ 27,600.00	\$5,600.00	\$ 33,600.00	\$4,667.00	\$ 28,002.00	\$4,550.00	\$ 27,300.00	\$4,900.00	\$ 29,400.00	\$5,500.00	\$ 33,000.00		
259G	8-19.5 SP	G1 - Wood poles 35', 40', and 45' with 1-1/2" to 3/4" crushed	1	EA.	\$1,600.00	\$1,600.00	\$2,600.00	\$ 2,600.00	\$6,200.00	\$ 6,200.00	\$2,614.00	\$ 2,614.00	\$2,550.00	\$ 2,550.00	\$2,700.00	\$ 2,700.00	\$6,000.00	\$ 6,000.00		
260G	8-19.5 SP	G2 - Wood poles 50' and 55' with 1-1/2" to 3/4" crushed rock	5	EA.	\$2,550.00	\$12,750.00	\$2,800.00	\$ 14,000.00	\$6,200.00	\$ 31,000.00	\$2,800.00	\$ 14,000.00	\$2,750.00	\$ 13,750.00	\$2,900.00	\$ 14,500.00	\$6,000.00	\$ 6,000.00		
261G	8-19.5 SP	H1 - Power screw anchor assembly (A0101, 02, 03)	7	EA.	\$400.00	\$2,800.00	\$400.00	\$ 2,800.00	\$1,000.00	\$ 7,000.00	\$374.00	\$ 2,618.00	\$375.00	\$ 2,625.00	\$400.00	\$ 2,800.00	\$1,000.00	\$ 7,000.00		
262G	8-19.5 SP	H2 - 12kV down guy, sidewalk guy or span guy (G0102, 03, 03A, 07, 09, 10, 13, 14, 15, 16, G0201, 02, 07)	13	EA.	\$250.00	\$3,250.00	\$750.00	\$ 9,750.00	\$520.00	\$ 6,760.00	\$747.00	\$ 9,711.00	\$725.00	\$ 9,425.00	\$800.00	\$ 10,400.00	\$500.00	\$ 6,500.00		
263G	8-19.5 SP	I1 - 7.2kV Single-phase vertical dead-end (12V109)	1	EA.	\$400.00	\$400.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,494.00	\$ 1,494.00	\$1,450.00	\$ 1,450.00	\$1,600.00	\$ 1,600.00	\$1,500.00	\$ 1,500.00		
264G	8-19.5 SP	I2 - 7.2kV Single-phase lateral off three-phase line (12V115)	1	EA.	\$550.00	\$550.00	\$1,200.00	\$ 1,200.00	\$600.00	\$ 600.00	\$1,120.00	\$ 1,120.00	\$1,100.00	\$ 1,100.00	\$1,200.00	\$ 1,200.00	\$600.00	\$ 600.00		
265G	8-19.5 SP	I3 - 12kV Three-phase tangent (12F301, 03, 05, 21, 60)	1	EA.	\$1,350.00	\$1,350.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,494.00	\$ 1,494.00	\$1,450.00	\$ 1,450.00	\$1,600.00	\$ 1,600.00	\$1,500.00	\$ 1,500.00		
266G	8-19.5 SP	I4 - 12kV Three-phase dead-end (12F310, 17, 18, 65)	3	EA.	\$950.00	\$2,850.00	\$2,200.00	\$ 6,600.00	\$400.00	\$ 1,200.00	\$2,240.00	\$ 6,720.00	\$2,175.00	\$ 6,525.00	\$2,400.00	\$ 7,200.00	\$400.00	\$ 1,200.00		
267G	8-19.5 SP	I5 - 12kV Three-phase double dead-end (12F311, 19, 66)	3	EA.	\$2,450.00	\$7,350.00	\$3,700.00	\$ 11,100.00	\$2,500.00	\$ 7,500.00	\$3,734.00	\$ 11,202.00	\$3,650.00	\$ 10,950.00	\$4,000.00	\$ 12,000.00	\$2,500.00	\$ 7,500.00		
268G	8-19.5 SP	K1 - 12kV Single-phase transformer (12F601) or (12V601) 75kVA to 167kVA	1	EA.	\$1,000.00	\$1,000.00	\$1,100.00	\$ 1,100.00	\$1,210.00	\$ 1,210.00	\$1,120.00	\$ 1,120.00	\$1,090.00	\$ 1,090.00	\$1,200.00	\$ 1,200.00	\$1,200.00	\$ 1,200.00		
269G	8-19.5 SP	K2 - 12kV Three-phase transformer 75kVA to 167kVA (12F603, 06)	1	EA.	\$2,000.00	\$2,000.00	\$2,200.00	\$ 2,200.00	\$3,000.00	\$ 3,000.00	\$2,240.00	\$ 2,240.00	\$2,175.00	\$ 2,175.00	\$2,400.00	\$ 2,400.00	\$3,000.00	\$ 3,000.00		
270G	8-19.5 SP	M1 - Transfer street light mast arm, bracket, and luminaire	1	EA.	\$400.00	\$400.00	\$200.00	\$ 200.00	\$1,200.00	\$ 1,200.00	\$187.00	\$ 187.00	\$185.00	\$ 185.00	\$200.00	\$ 200.00	\$1,200.00	\$ 1,200.00		
271G	8-19.5 SP	N1 - (1) #2 ACSR 12kV and (1) #2 ACSR neutral conductor	30	L.F.	\$5.00	\$150.00	\$100.00	\$ 3,000.00	\$61.00	\$ 1,830.00	\$104.00	\$ 3,120.00	\$100.00	\$ 3,000.00	\$110.00	\$ 3,300.00	\$60.00	\$ 1,800.00		
272G	8-19.5 SP	N2 - Transfer and resag all 12kV and neutral conductors on a three-phase pole where the largest conductor is 336KCM Al or larger [Per Pole]	3	EA.	\$1,150.00	\$3,450.00	\$10,150.00	\$ 30,450.00	\$24,000.00	\$ 72,000.00	\$10,310.00	\$ 30,930.00	\$10,000.00	\$ 30,000.00	\$11,000.00	\$ 33,000.00	\$22,000.00	\$ 66,000.00		
273G	8-19.5 SP	NA1 - (1) 36 strand ADSS Fiber Optic Cable	5485	L.F.	\$6.50	\$35,652.50	\$12.50	\$ 68,562.50	\$23.00	\$ 126,155.00	\$12.40	\$ 68,014.00	\$12.00	\$ 65,820.00	\$13.00	\$ 71,305.00	\$22.00	\$ 120,670.00		
274G	8-19.5 SP	O1 - Transfer service from transformer to weatherhead/pole	1	EA.	\$500.00	\$500.00	\$1,100.00	\$ 1,100.00	\$750.00	\$ 750.00	\$1,120.00	\$ 1,120.00	\$1,090.00	\$ 1,090.00	\$1,200.00	\$ 1,200.00	\$700.00	\$ 700.00		
275G	8-19.5 SP	X1 - Miscellaneous 12kV construction, reconducting, resagging, transferring and removal work	1	L.S.	\$100,000.00	\$100,000.00	\$91,500.00	\$ 91,500.00	\$46,000.00	\$ 46,000.00	\$89,600.00	\$ 89,600.00	\$87,000.00	\$ 87,000.00	\$75,000.00	\$ 75,000.00	\$45,000.00	\$ 45,000.00		
276G	8-19.5 SP	X2 - Removal of overhead line	1	L.S.	\$200,000.00	\$200,000.00	\$115,000.00	\$ 115,000.00	\$133,500.00	\$ 133,500.00	\$112,000.00	\$ 112,000.00	\$110,000.00	\$ 110,000.00	\$100,000.00	\$ 100,000.00	\$125,000.00	\$ 125,000.00		
277G	8-19.5 SP	X3 - Record drawings approved by DISTRICT Inspector and Engineer	1	L.S.	\$30,000.00	\$30,000.00	\$15,000.00	\$ 15,000.00	\$2,800.00	\$ 2,800.00	\$14,934.00	\$ 14,934.00	\$14,500.00	\$ 14,500.00	\$10,000.00	\$ 10,000.00	\$15,000.00	\$ 15,000.00		
						SUBTOTAL SCHEDULE G		\$1,064,473.50	EJD	\$ 1,481,727.50	EJD	\$ 1,922,704.00	EJD	\$ 1,389,703.20	EJD	\$ 1,467,952.00	EJD	\$ 1,512,399.00	EJD	\$ 1,760,249.00
						TAXES (10.5%)		\$111,769.72		\$ 155,881.39		\$ 201,883.92		\$ 154,134.96		\$ 158,801.90		\$ 184,826.15		\$ 200,000.00
						EJD TOTAL SCHEDULE G		\$1,176,243.22	Bid	\$1,637,308.89	Bid	\$ 2,124,587.92	Bid	\$ 1,533,822.04	Bid	\$ 1,622,086.96	Bid	\$ 1,671,200.90	Bid	\$ 1,945,075.15
City of Lynnwood's Bid Tab Calculation Results (Total All Schedules):						Engineer's Est.	Marshallbank	Inter												

- 1) CONSTRUCT 18" CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER CITY OF LYNNWOOD STD. PLAN 3-06.
- 2) CONSTRUCT MOUNTABLE CEMENT CONCRETE TRAFFIC CURB (SEE DETAIL, SHEET DT02)
- 3) CONSTRUCT PATTERNED CEMENT CONCRETE SIDEWALK PER CITY OF LYNNWOOD STD. PLAN 3-10. (SEE CITY CENTER STD. DRAWINGS STDCC-11 AND STDCC-12 FOR SIDEWALK JOINT LAYOUT AND TREATMENTS).
- 4) CONSTRUCT CEMENT CONCRETE TYPE B CURB RAMP PER CITY OF LYNNWOOD STD. PLAN 3-14 AND SHEETS CR01-CR24.
- 5) CONSTRUCT COMMERCIAL DRIVEWAY WITH JOINT LAYOUT PER CITY CENTER STD. DRAWING STDCC-15. SEE SHEETS DW01-DW15 FOR DRIVEWAY PLAN AND PROFILES.
- 6) CONSTRUCT MEDIAN (SEE SHEETS XS01-XS03 FOR TYP. SECTIONS).
- 7) INSTALL 5'X5' STREET TREE GRATE WITH 6" CONCRETE BAND. SEE SHEET DT01 FOR GRATE DETAIL, SHEET LA08 FOR STRUCTURAL SOIL TREE WELL PREPARATION AND LA07 FOR TREE LOCATIONS.
- 8) CONSTRUCT CITY CENTER GATEWAY INTERSECTION CROSSWALK, SEE SHEETS PAT03-PAT04 FOR LAYOUT, AND SHEET PAT05 FOR DETAILS.
- 9) CONSTRUCT MODULAR BLOCK WALL PER SHEETS WL01-WL09.
- 10) CONSTRUCT PEDESTRIAN STAGING AREA PER DETAIL, SHEET DT02.
- 11) CONSTRUCT CITY CENTER PROMINENT INTERSECTION CROSSWALK, SEE SHEETS PAT01-PAT02 FOR LAYOUT, AND SHEET PAT05 FOR DETAILS.
- 12) INSTALL NEW MONUMENT PER WSDOT STD. PLAN A-10.30-00.
- 13) CONSTRUCT DETECTABLE WARNING SURFACE PER WSDOT STD. PLAN F-45.10-02.
- 14) INSTALL HEAVY DUTY BOLLARD PER CITY CENTER STD. DETAIL STDCC-4A.
- 15) CONSTRUCT FULL DEPTH HMA PAVEMENT.
- 16) CONSTRUCT 0.17' HMA PAVEMENT OVERLAY
- 17) CONSTRUCT PINNED PRECAST 12" DUAL FACED MOUNTABLE CEMENT CONCRETE CURB, SEE SHEET DT02 FOR CURB DETAIL.
- 18) INSTALL 2' WIDE GRAVEL LANDING BEHIND SIDEWALK

1. SEE SHEETS PD01-PD26 FOR SITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND BACK OF SIDEWALK.
2. SEE SHEETS CR01-CR24 FOR CURB RETURN DATA, SIDEWALK TAPERS AT INTERSECTIONS, AND CURB RAMP PLANS.
3. SEE SHEETS AL01-AL07 FOR GRADING ALIGNMENT PLANS. SEE SHEETS GRPR01-GRPR12 FOR CURB GRADING PROFILES.
4. SEE SHEETS CH01-CH10 FOR SIGNING AND STRIPING PLAN
5. SEE SHEETS SP01-SP11 FOR PAVEMENT REMOVAL AND GRINDING LIMITS
6. CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND SURVEY MONUMENTS IN AREAS OF PAVEMENT GRINDING AND OVERLAY



					REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
					10	WASH.	CM-0524(011)	
					DESIGNED BY: V. VASKELIS			DRAWN BY: O. AHRENSFELD
DATE	NO.	REVISION			BY	DATE: JULY 2020		DRAWING #

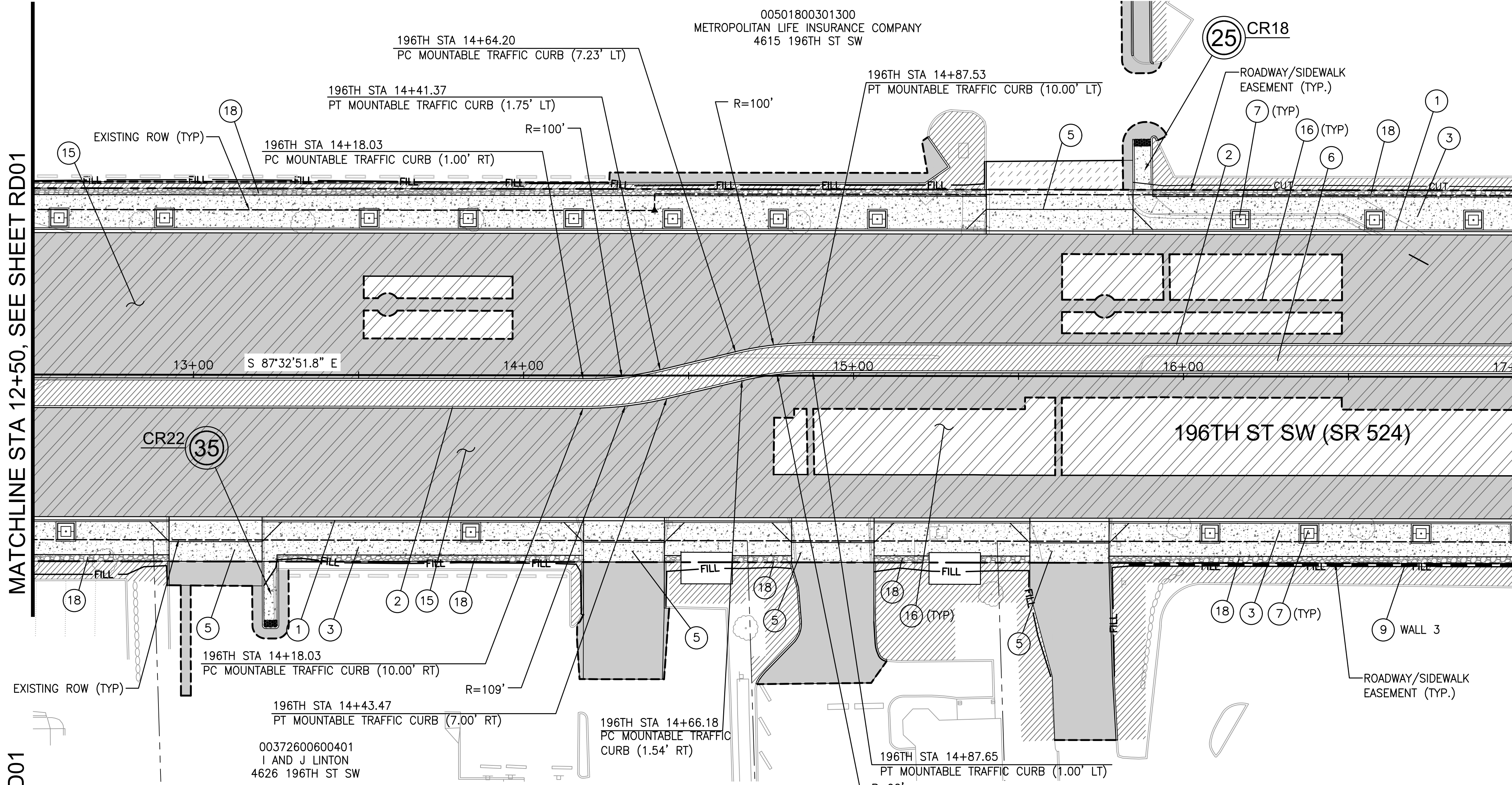


<p>196TH STREET SW (SR 524) IMPROVEMENT PROJECT</p>
<p>ROADWAY PLAN & PROFILE</p>

REFERENCE
NO.
RD01
SHEET
25
OF
379
SHEETS

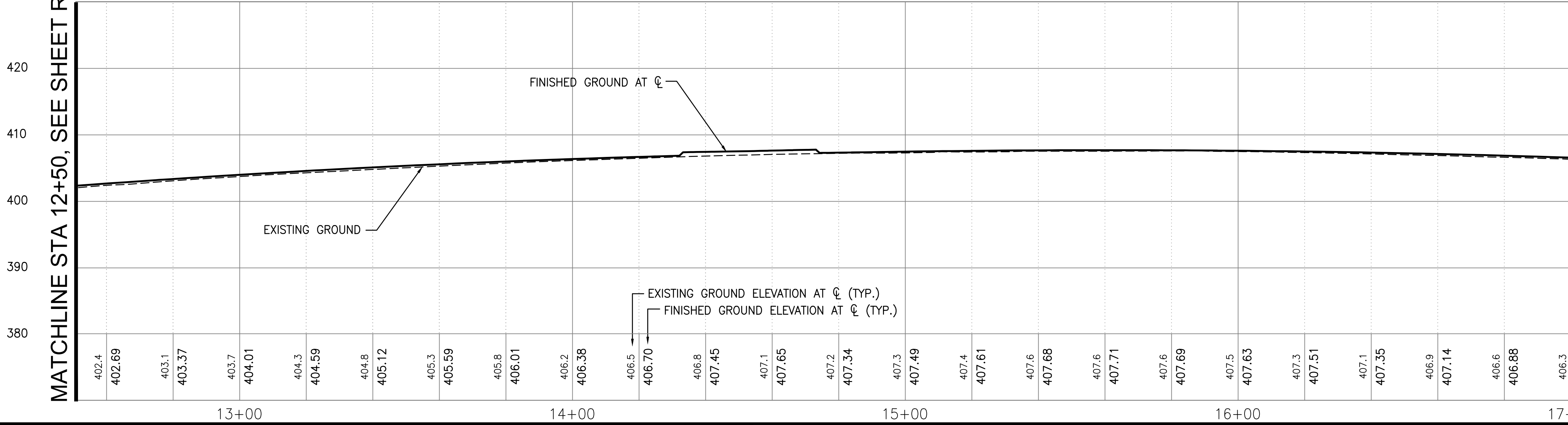
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SEC. 15, SEC. 16, SEC. 21, SEC. 22, ALL IN T. 27 N., R. 4 E., W.M.



MATCHLINE STA 12+50, SEE SHEET RD01

MATCHLINE STA 17+00, SEE SHEET RD03



MATCHLINE STA 12+50, SEE SHEET RD01

MATCHLINE STA 17+00, SEE SHEET RD03

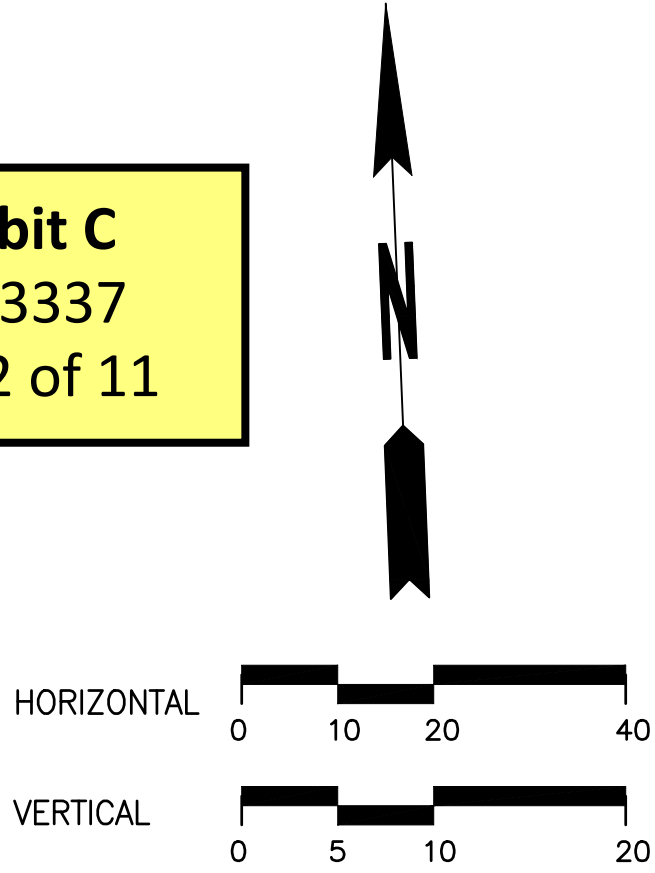
CONSTRUCTION NOTES

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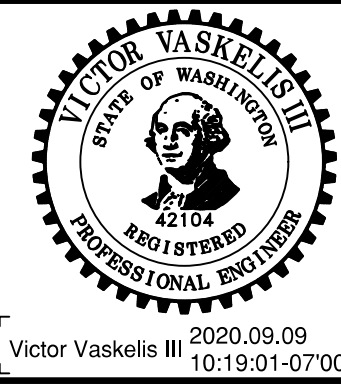
GENERAL NOTES

1. SEE SHEETS PD01-PD26 FOR SITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND BACK OF SIDEWALK.
2. SEE SHEETS CR01-CR24 FOR CURB RETURN DATA, SIDEWALK TAPERS AT INTERSECTIONS, AND CURB RAMP PLANS.
3. SEE SHEETS AL01-AL07 FOR GRADING ALIGNMENT PLANS. SEE SHEETS GRPR01-GRPR12 FOR CURB GRADING PROFILES.
4. SEE SHEETS CH01-CH10 FOR SIGNING AND STRIPING PLAN
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Exhibit C
GCB 3337
Page 2 of 11



DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
				DATE: JULY 2020		DRAWING #	



196TH STREET SW (SR 524)
IMPROVEMENT PROJECT
ROADWAY PLAN & PROFILE

REFERENCE NO.
RD02
SHEET 26 OF 379 SHEETS

Jul 24, 2020 - 10:45am Oxa P:\LYNNWOOD\0000019\0400CAD\TTS\TTS\RD001\LYNN0019.dwg Layout Name: RD03

SEC. 15, SEC. 16, SEC. 21, SEC. 22, ALL IN T. 27 N., R. 4 E., W.M.

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METROPOLITAN LIFE INSURANCE COMPANY
4615 196TH ST SW

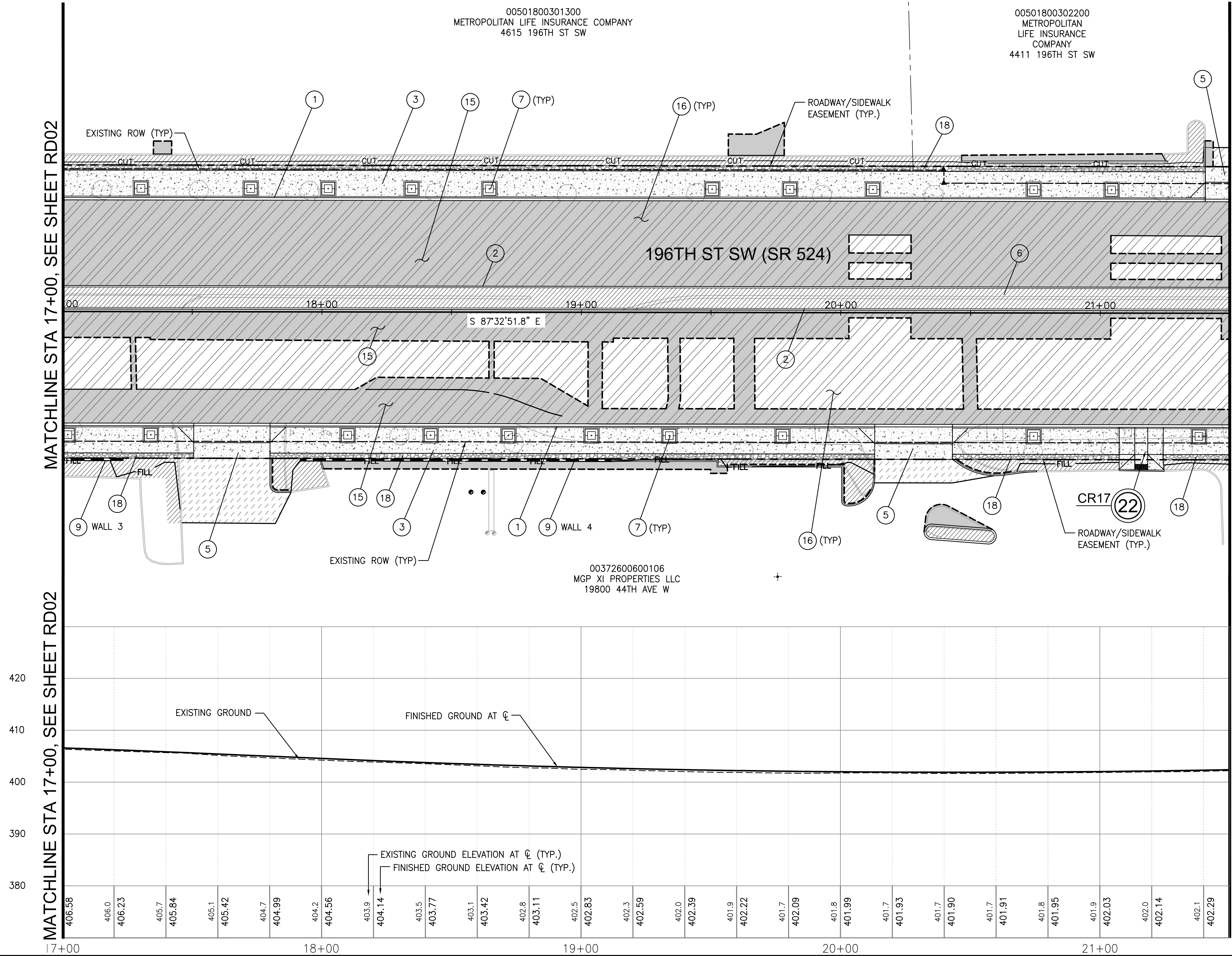
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METROPOLITAN
LIFE INSURANCE
COMPANY
4411 196TH ST SW

MATCHLINE STA 17+00, SEE SHEET RD02

MATCHLINE STA 17+00, SEE SHEET RD02

MATCHLINE STA 21+50, SEE SHEET RD04

MATCHLINE STA 21+50, SEE SHEET RD04



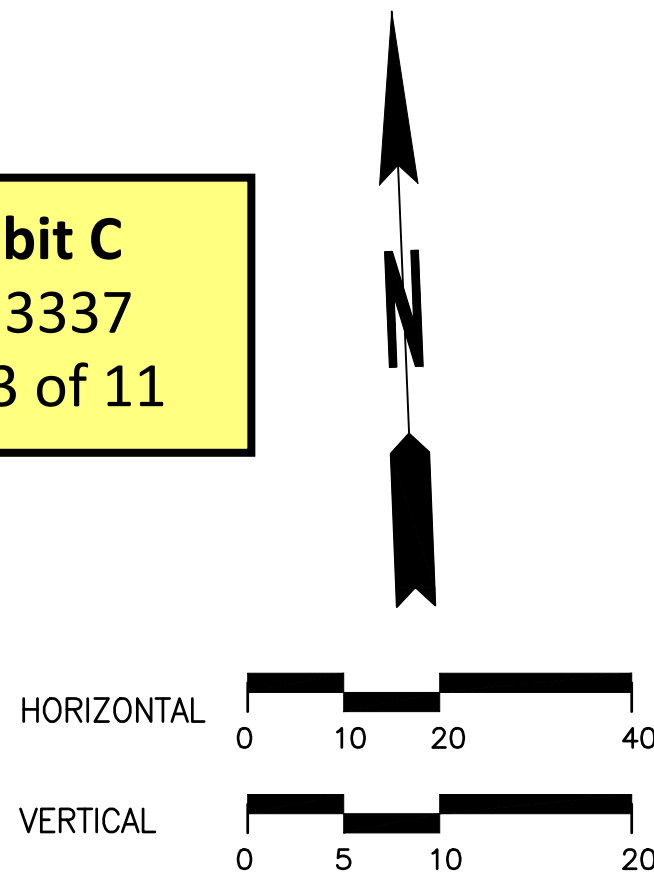
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4. CONSTRUCT CEMENT CONCRETE TYPE B CURB RAMP PER CITY OF LYNNWOOD STD. PLAN 3-14 AND SHEETS CR01-CR24.
5. CONSTRUCT COMMERCIAL DRIVEWAY WITH JOINT LAYOUT PER CITY CENTER STD. DRAWING STDC-15. SEE SHEETS DW01-DW15 FOR DRIVEWAY PLAN AND PROFILES.
6. CONSTRUCT MEDIAN (SEE SHEETS XS01-XS03 FOR TYP. SECTIONS).
7. INSTALL 5'X5' STREET TREE GRATE WITH 6" CONCRETE BAND. SEE SHEET DT01 FOR GRATE DETAIL, SHEET LA08 FOR STRUCTURAL SOIL TREE WELL PREPARATION AND LA07 FOR TREE LOCATIONS.
8. CONSTRUCT CITY CENTER GATEWAY INTERSECTION CROSSWALK, SEE SHEETS PAT03-PAT04 FOR LAYOUT, AND SHEET PAT05 FOR DETAILS.
9. CONSTRUCT MODULAR BLOCK WALL PER SHEETS WL01-WL09.
10. CONSTRUCT PEDESTRIAN STAGING AREA PER DETAIL, SHEET DT02.
11. CONSTRUCT CITY CENTER PROMINENT INTERSECTION CROSSWALK, SEE SHEETS PAT01-PAT02 FOR LAYOUT, AND SHEET PAT05 FOR DETAILS.
12. INSTALL NEW MONUMENT PER WSDOT STD. PLAN A-10.30-00.
13. CONSTRUCT DETECTABLE WARNING SURFACE PER WSDOT STD. PLAN F-45.10-02.
14. INSTALL HEAVY DUTY BOLLARD PER CITY CENTER STD. DETAIL STDC-4A.
15. CONSTRUCT FULL DEPTH HMA PAVEMENT.
16. CONSTRUCT 0.17' HMA PAVEMENT OVERLAY
17. CONSTRUCT PINNED PRECAST 12" DUAL FACED MOUNTABLE CEMENT CONCRETE CURB, SEE SHEET DT02 FOR CURB DETAIL.
18. INSTALL 2' WIDE GRAVEL LANDING BEHIND SIDEWALK

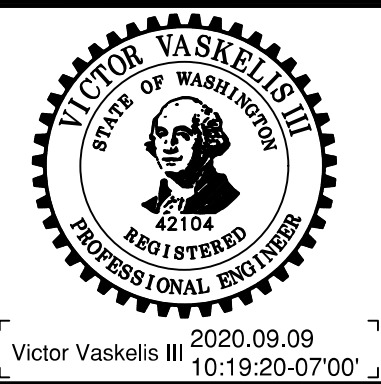
GENERAL NOTES

1. SEE SHEETS PD01-PD26 FOR SITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND BACK OF SIDEWALK.
2. SEE SHEETS CR01-CR24 FOR CURB RETURN DATA, SIDEWALK TAPERS AT INTERSECTIONS, AND CURB RAMP PLANS.
3. SEE SHEETS AL01-AL07 FOR GRADING ALIGNMENT PLANS. SEE SHEETS GRPR01-GRPR12 FOR CURB GRADING PROFILES.
4. SEE SHEETS CH01-CH10 FOR SIGNING AND STRIPING PLAN
5. SEE SHEETS SP01-SP11 FOR PAVEMENT REMOVAL AND GRINDING LIMITS
6. CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND SURVEY MONUMENTS IN AREAS OF PAVEMENT GRINDING AND OVERLAY

Exhibit C
GCB 3337
Page 3 of 11



DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
				DATE: JULY 2020		DRAWING #	

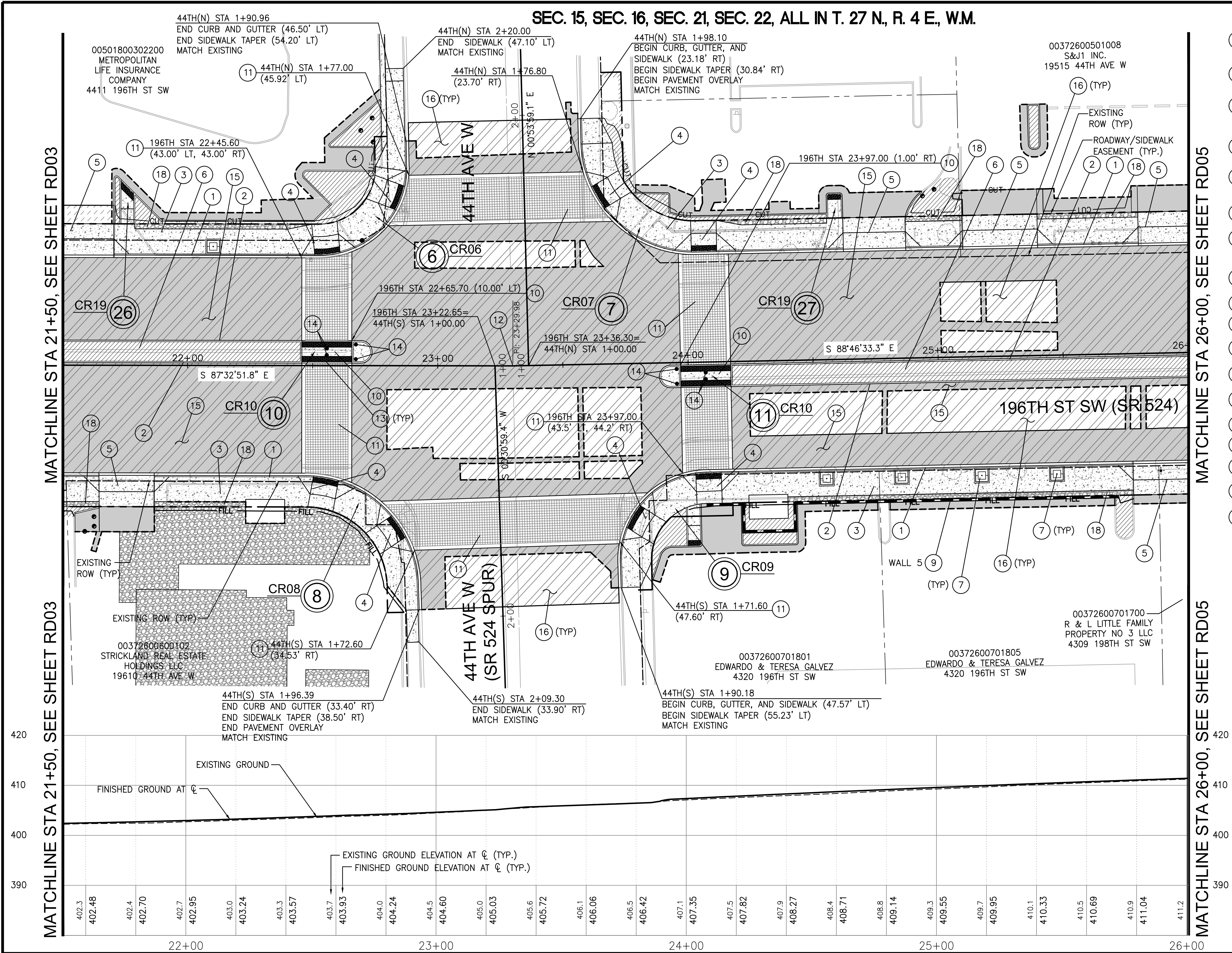


DAVID EVANS AND ASSOCIATES INC.
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Phone: 425.519.6500

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196TH STREET SW (SR 524) IMPROVEMENT PROJECT		REFERENCE NO. RD03
ROADWAY PLAN & PROFILE		SHEET 27 OF 379 SHEETS

Jul 24, 2020 - 10:45am Oxa P:\LYNNWOOD\0000019\0400CAD\TTS\RD001\LYNN0019.dwg Layout Name: RD04



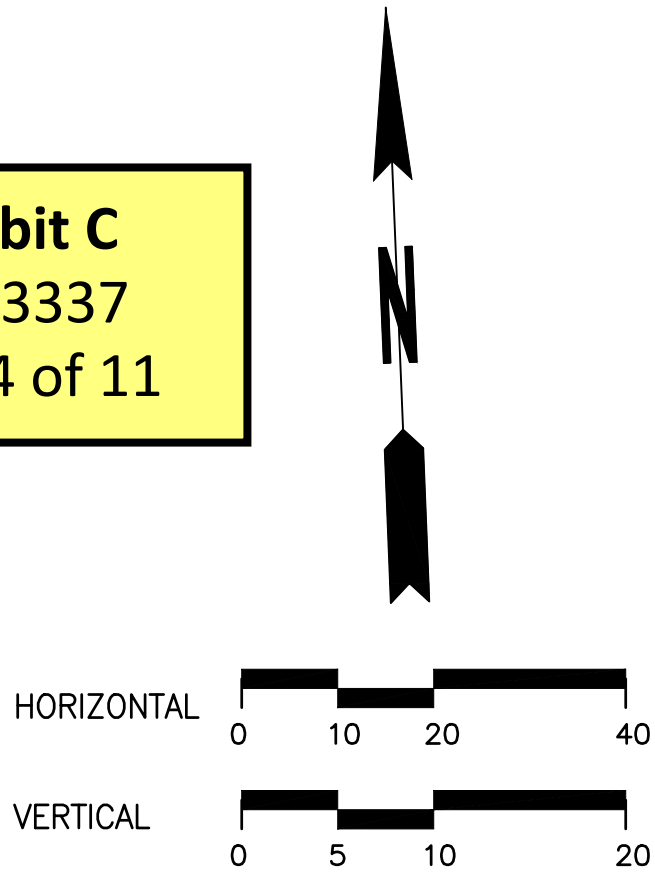
CONSTRUCTION NOTES

- 1 CONSTRUCT 18" CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER CITY OF LYNNWOOD STD. PLAN 3-06.
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- 5 CONSTRUCT COMMERCIAL DRIVEWAY WITH JOINT LAYOUT PER CITY CENTER STD. DRAWING STDCC-15. SEE SHEETS DW01-DW15 FOR DRIVEWAY PLAN AND PROFILES.
- 6 CONSTRUCT MEDIAN (SEE SHEETS XS01-XS03 FOR TYP. SECTIONS).
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- 13 CONSTRUCT DETECTABLE WARNING SURFACE PER WSDOT STD. PLAN F-45.10-02.
- 14 INSTALL HEAVY DUTY BOLLARD PER CITY CENTER STD. DETAIL STDCC-4A.
- 15 CONSTRUCT FULL DEPTH HMA PAVEMENT.
- 16 CONSTRUCT 0.17' HMA PAVEMENT OVERLAY
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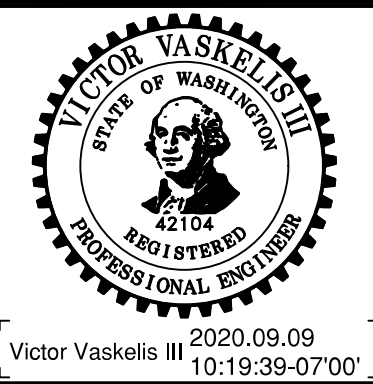
GENERAL NOTES

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DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY:	DRAWN BY:		
				V. VASKELIS	O. AHRENSFELD		
				DATE:	DRAWING #		
				JULY 2020			



196TH STREET SW (SR 524)
IMPROVEMENT PROJECT

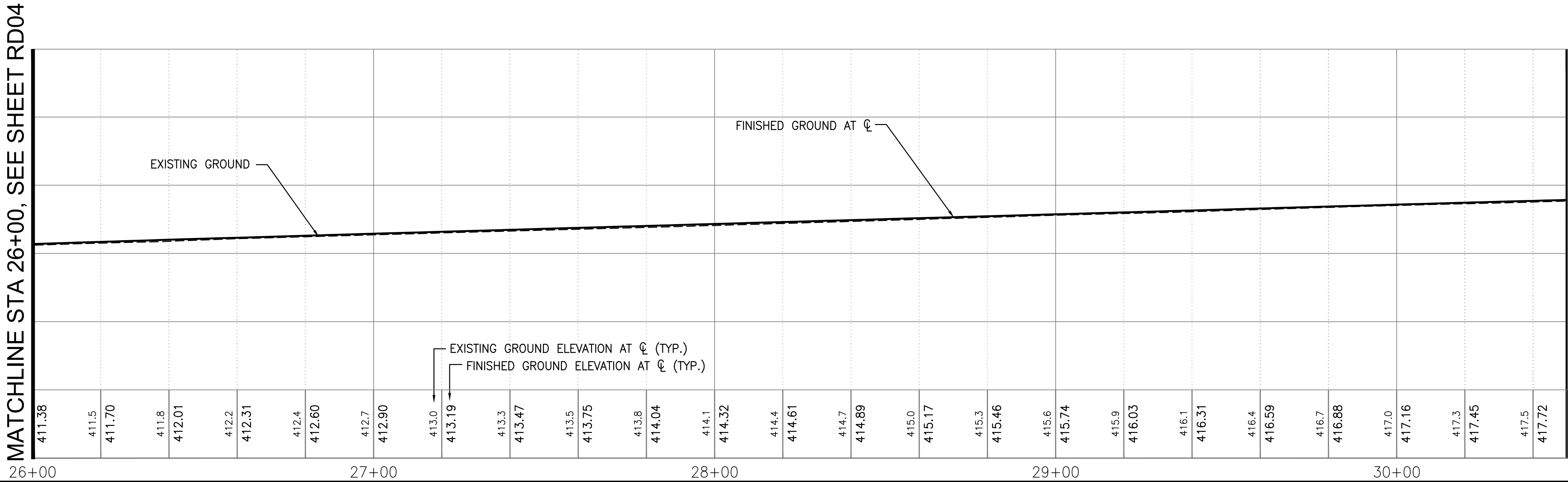
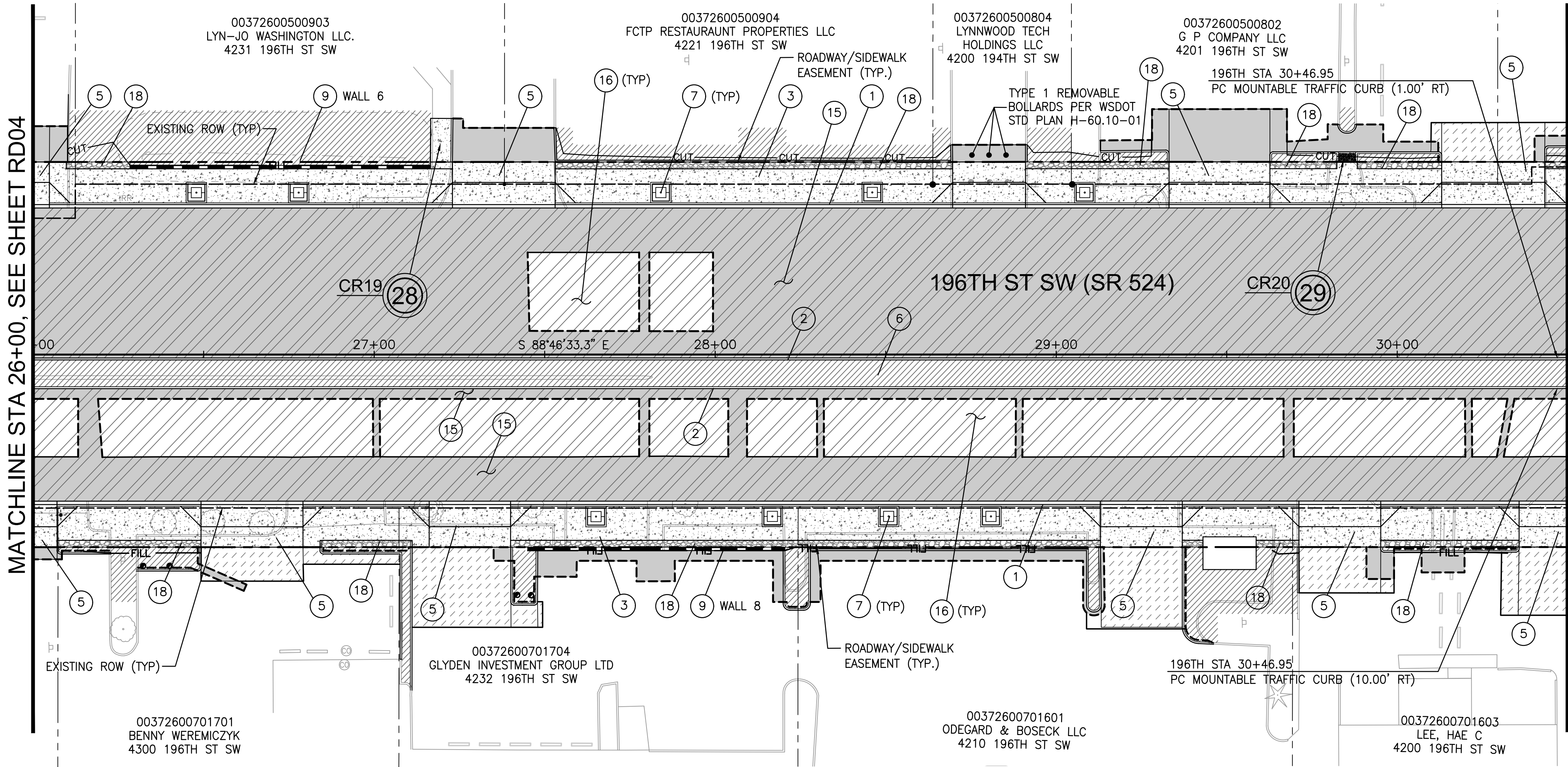
ROADWAY PLAN & PROFILE

REFERENCE NO.
RD04

SHEET
28
OF
379
SHEETS

Jul 24, 2020 - 10:46am Oxa P:\LYNNWOOD\0000019\0400CAD\TTS\RD001\LYNN0019.dwg Layout Name: RD05

SEC. 15, SEC. 16, SEC. 21, SEC. 22, ALL IN T. 27 N., R. 4 E., W.M.



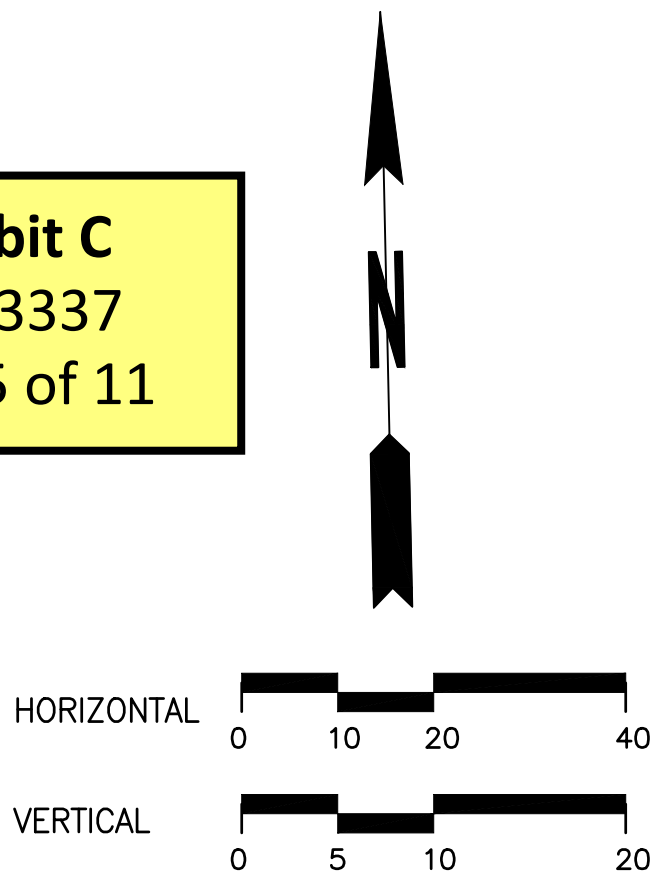
CONSTRUCTION NOTES

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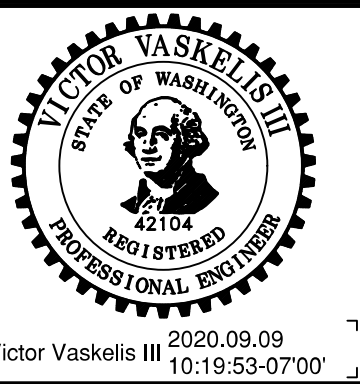
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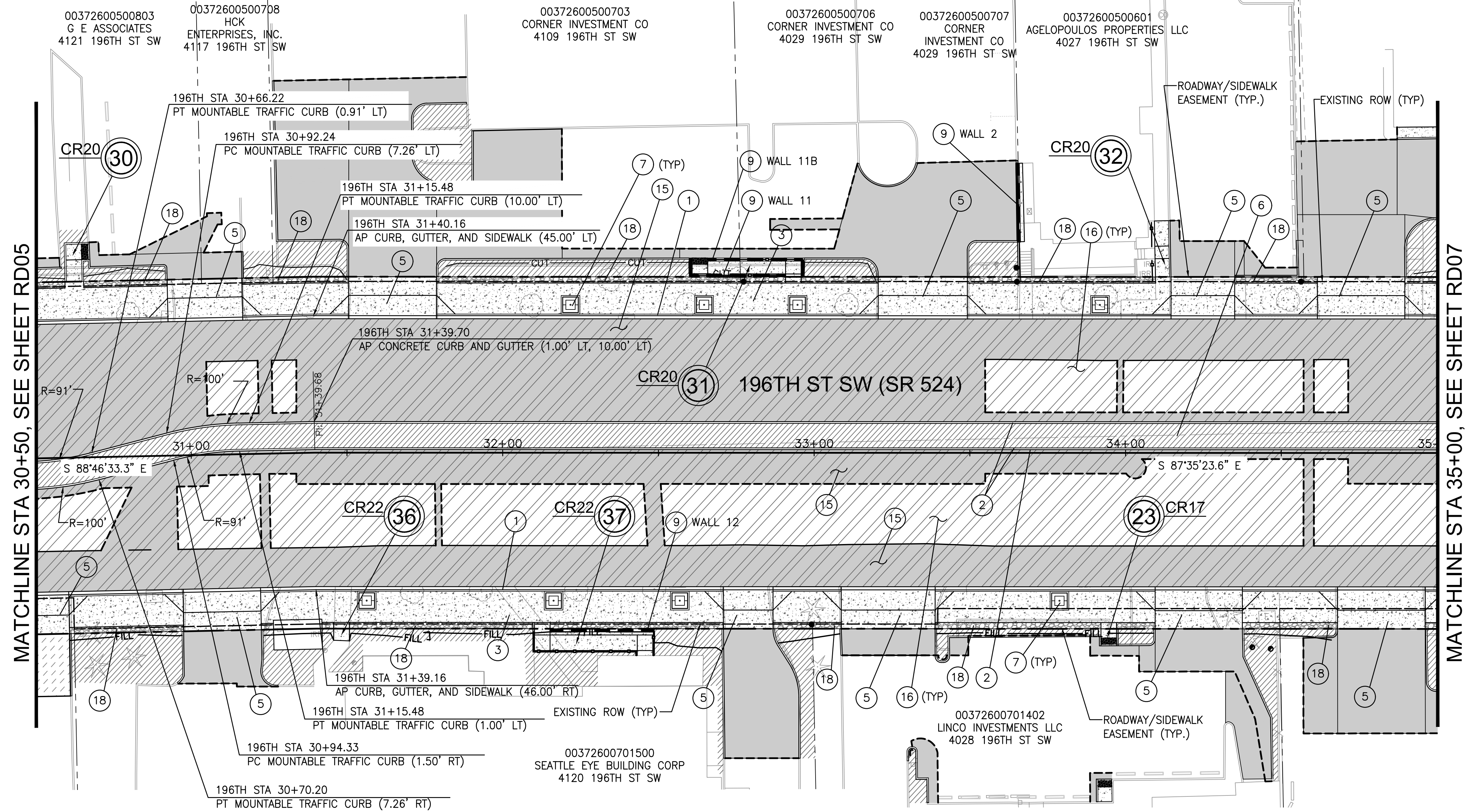
DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
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						DATE: JULY 2020	DRAWING #



196TH STREET SW (SR 524) IMPROVEMENT PROJECT	REFERENCE NO. RD05
ROADWAY PLAN & PROFILE	SHEET 29 OF 379 SHEETS

Jul 24, 2020 - 10:46am Oxa P:\LYNNWOOD\0000019\0400CAD\TTS\TTS\RD001\LYNN0019.dwg Layout Name: RD06

SEC. 15, SEC. 16, SEC. 21, SEC. 22, ALL IN T. 27 N., R. 4 E., W.M.



CONSTRUCTION NOTES

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GENERAL NOTES

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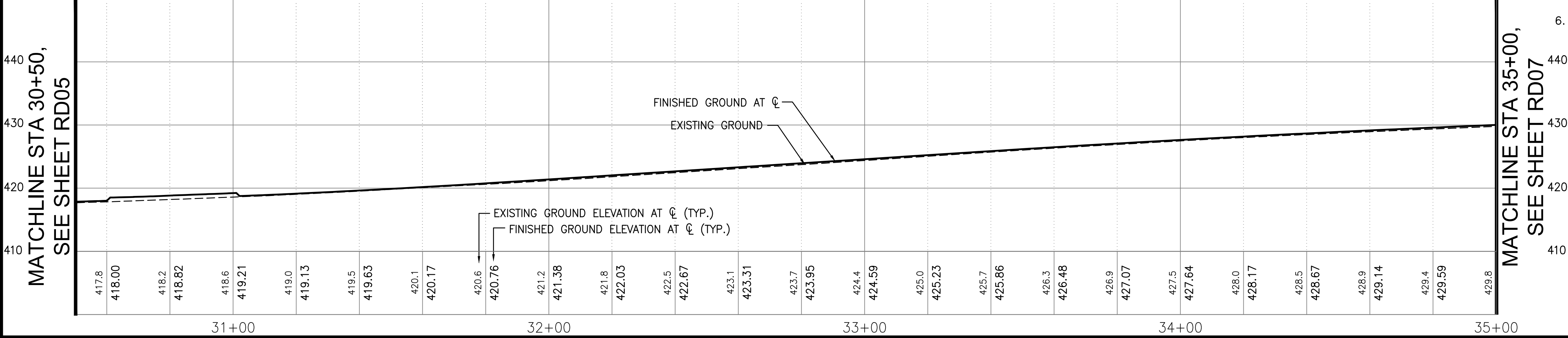
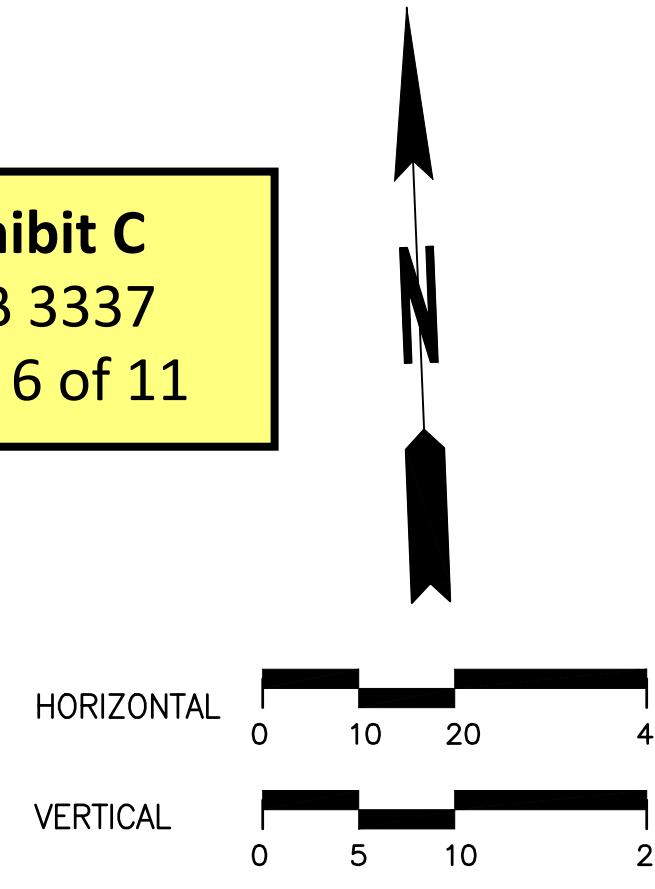
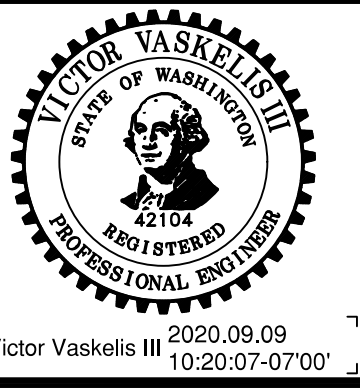


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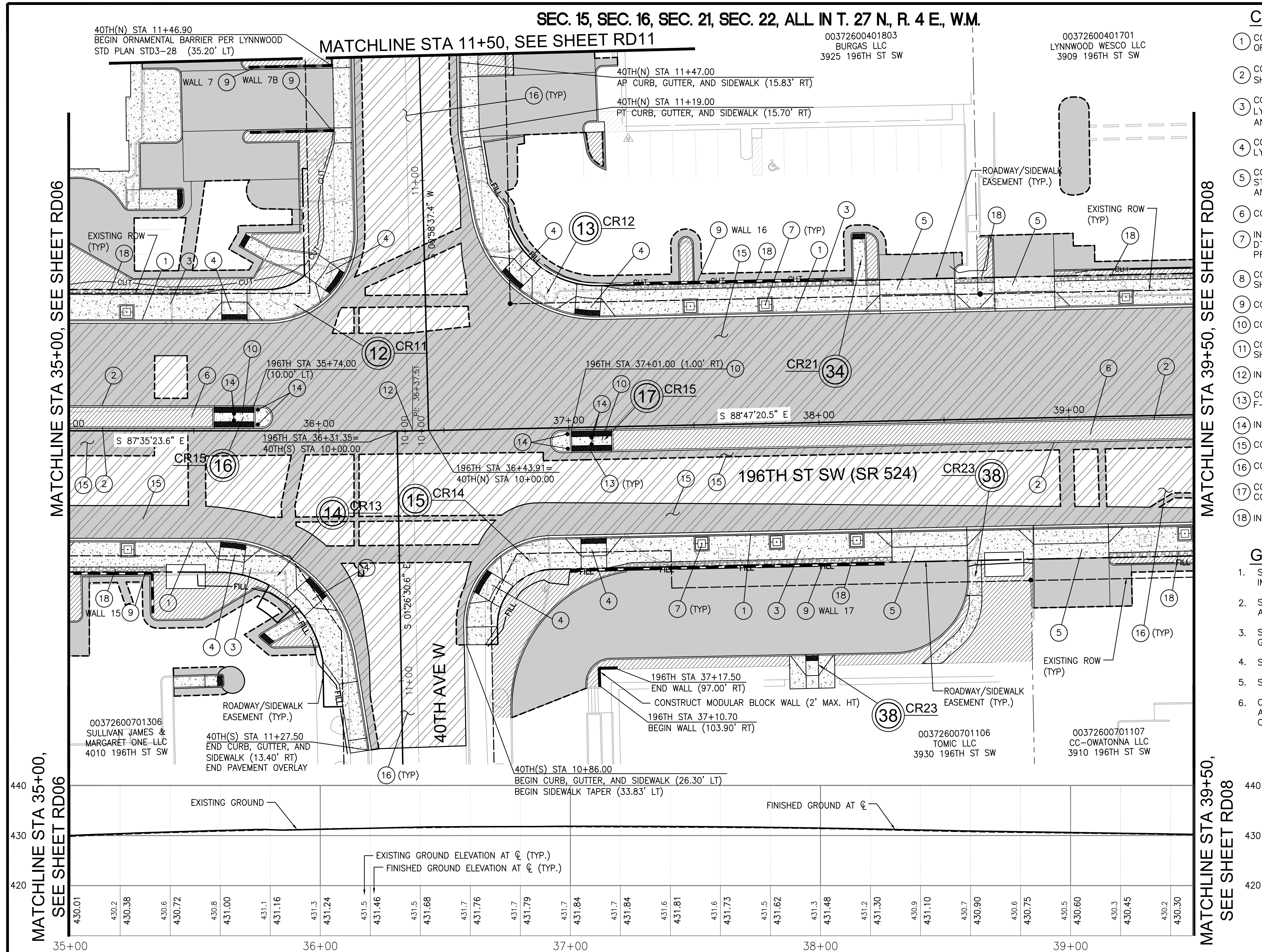
DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
				DATE: JULY 2020		DRAWING #	



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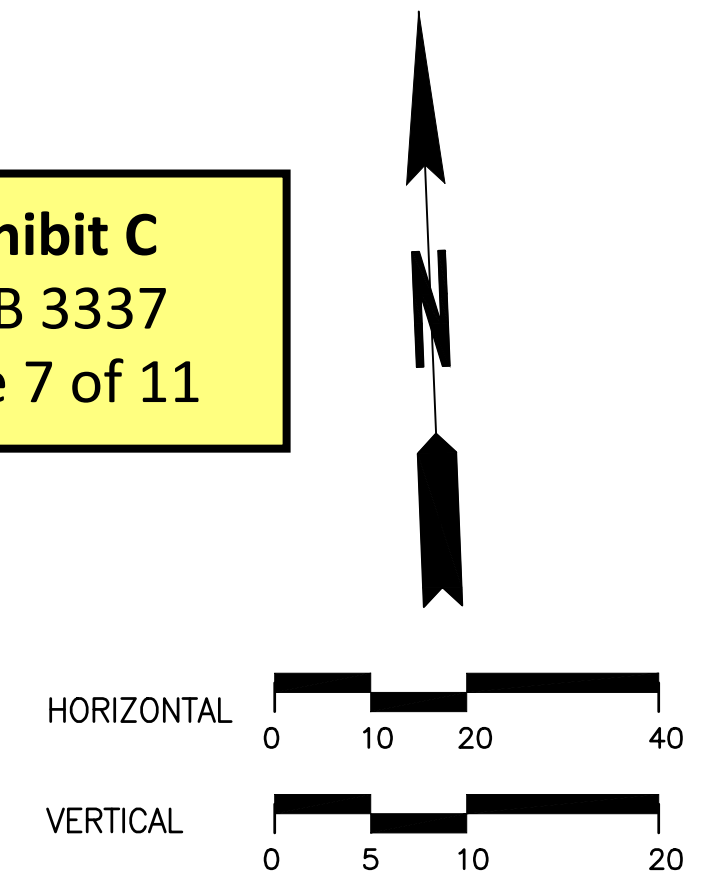
196TH STREET SW (SR 524) IMPROVEMENT PROJECT		REFERENCE NO. RD06
ROADWAY PLAN & PROFILE		SHEET 30 OF 379 SHEETS




- ## CONSTRUCTION NOTES
- ① CONSTRUCT 18" CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER CITY OF LYNNWOOD STD. PLAN 3-06.
 - ② CONSTRUCT MOUNTABLE CEMENT CONCRETE TRAFFIC CURB (SEE DETAIL, SHEET DT02)
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					REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
					10	WASH.	CM-0524(011)	
					DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
					DATE: JULY 2020		DRAWING #	
DATE	NO.	REVISION		BY				



Victor Vaskelis III 2020.09.09
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**DAVID EVANS
AND ASSOCIATES INC.**
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500



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**196TH STREET SW (SR 524)
IMPROVEMENT PROJECT**

ROADWAY PLAN & PROFILE

REFERENCE NO.	RD07
SHEET 31 OF 379	SHEETS

CONSTRUCTION NOTES

- ① CONSTRUCT 18" CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER CITY OF LYNNWOOD STD. PLAN 3-06.
- ② CONSTRUCT MOUNTABLE CEMENT CONCRETE TRAFFIC CURB (SEE DETAIL, SHEET DT02)
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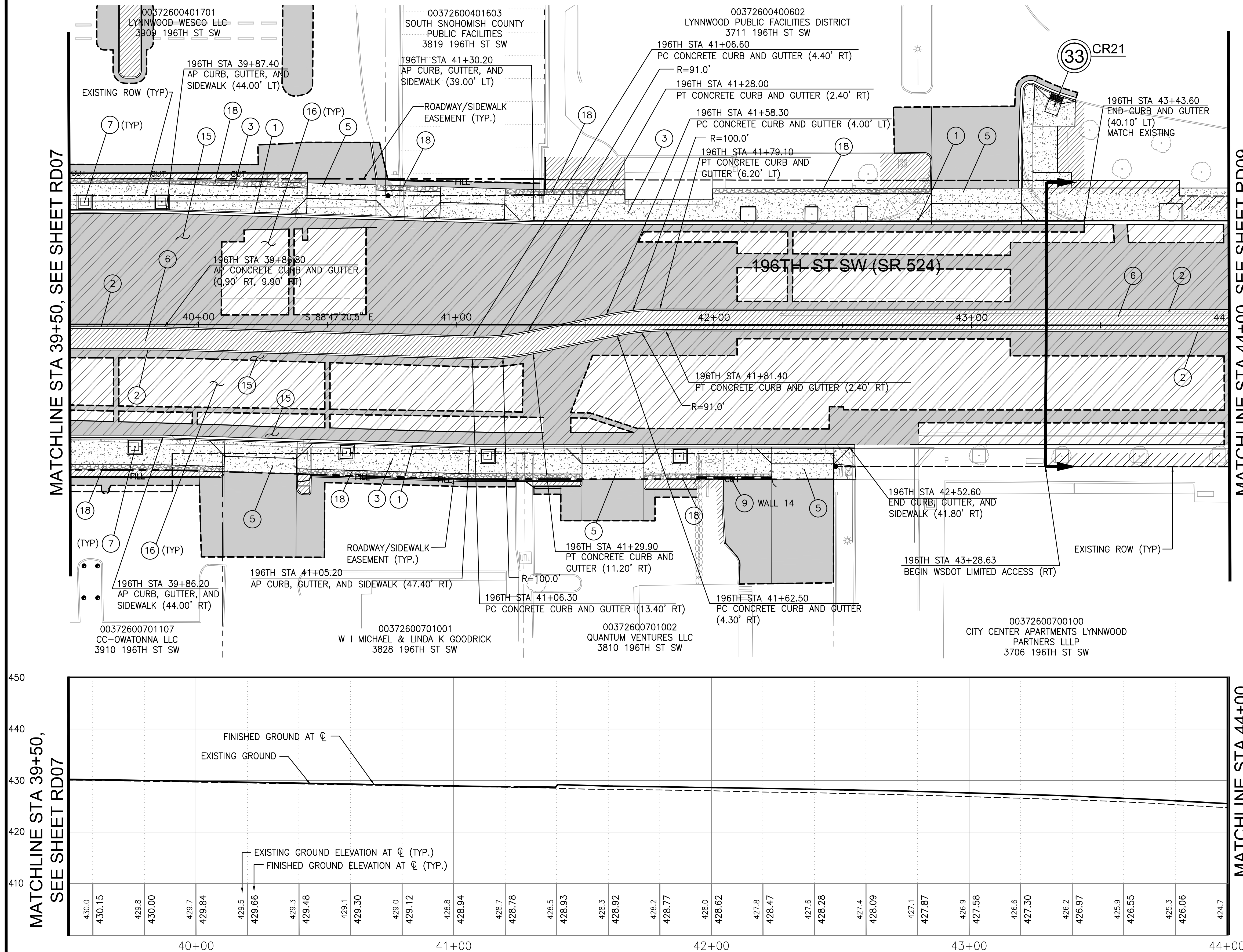
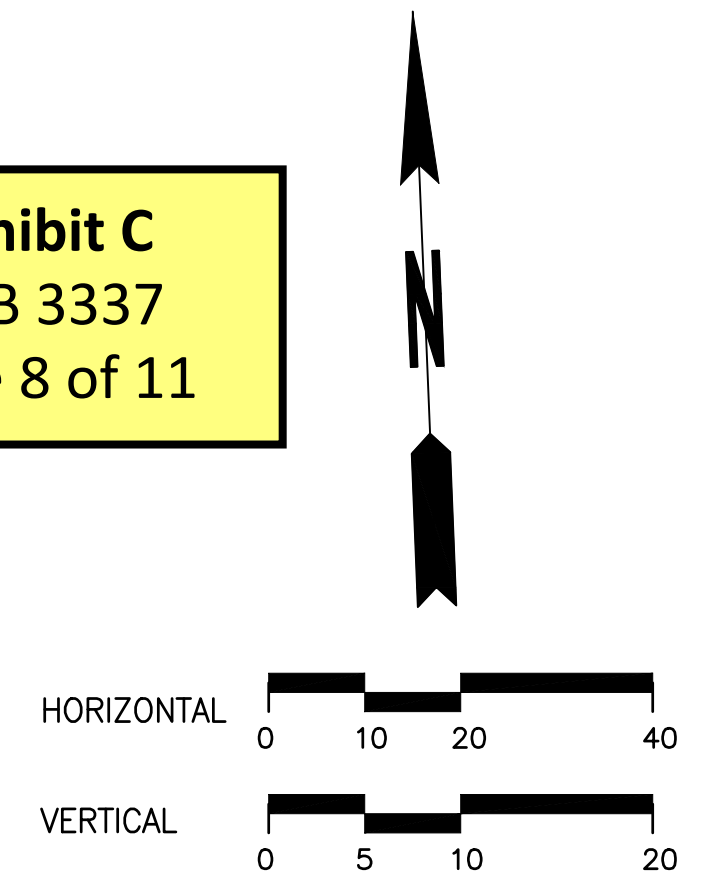
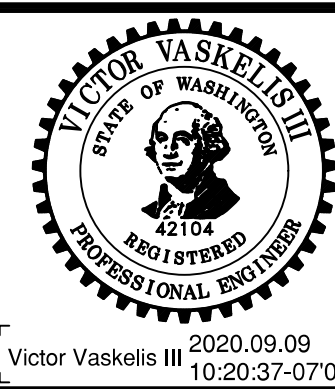


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GCB 3337
Page 8 of 11



					REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
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DATE	NO.	REVISION			BY	DATE: JULY 2020		DRAWING #

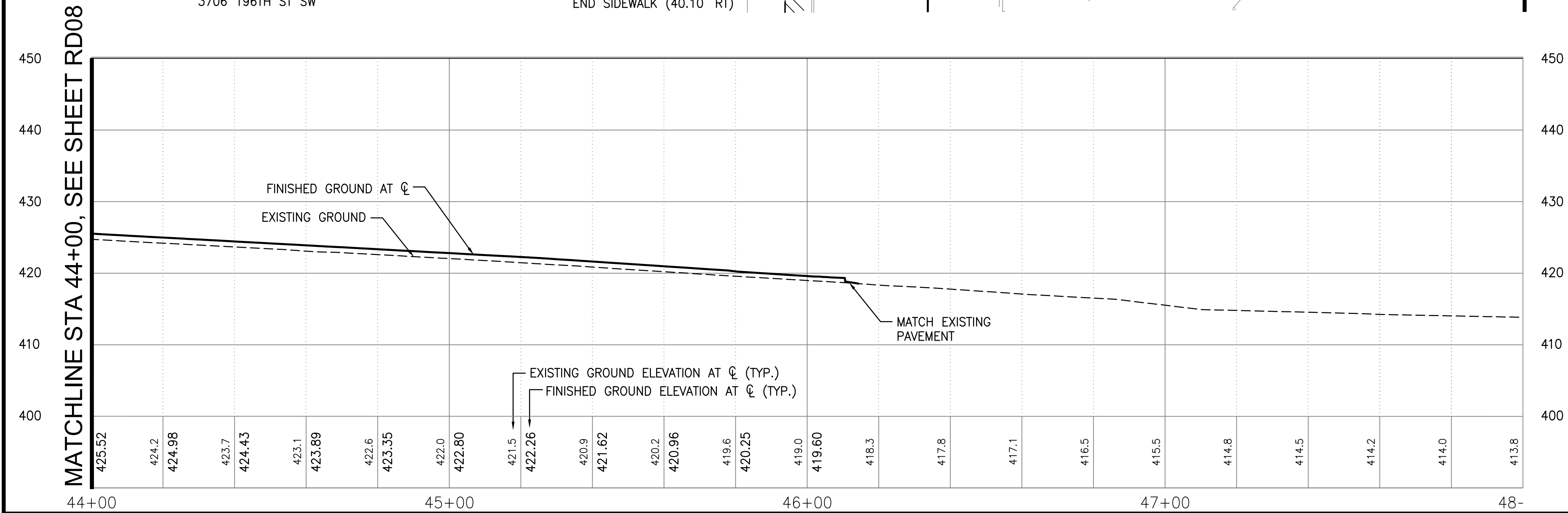
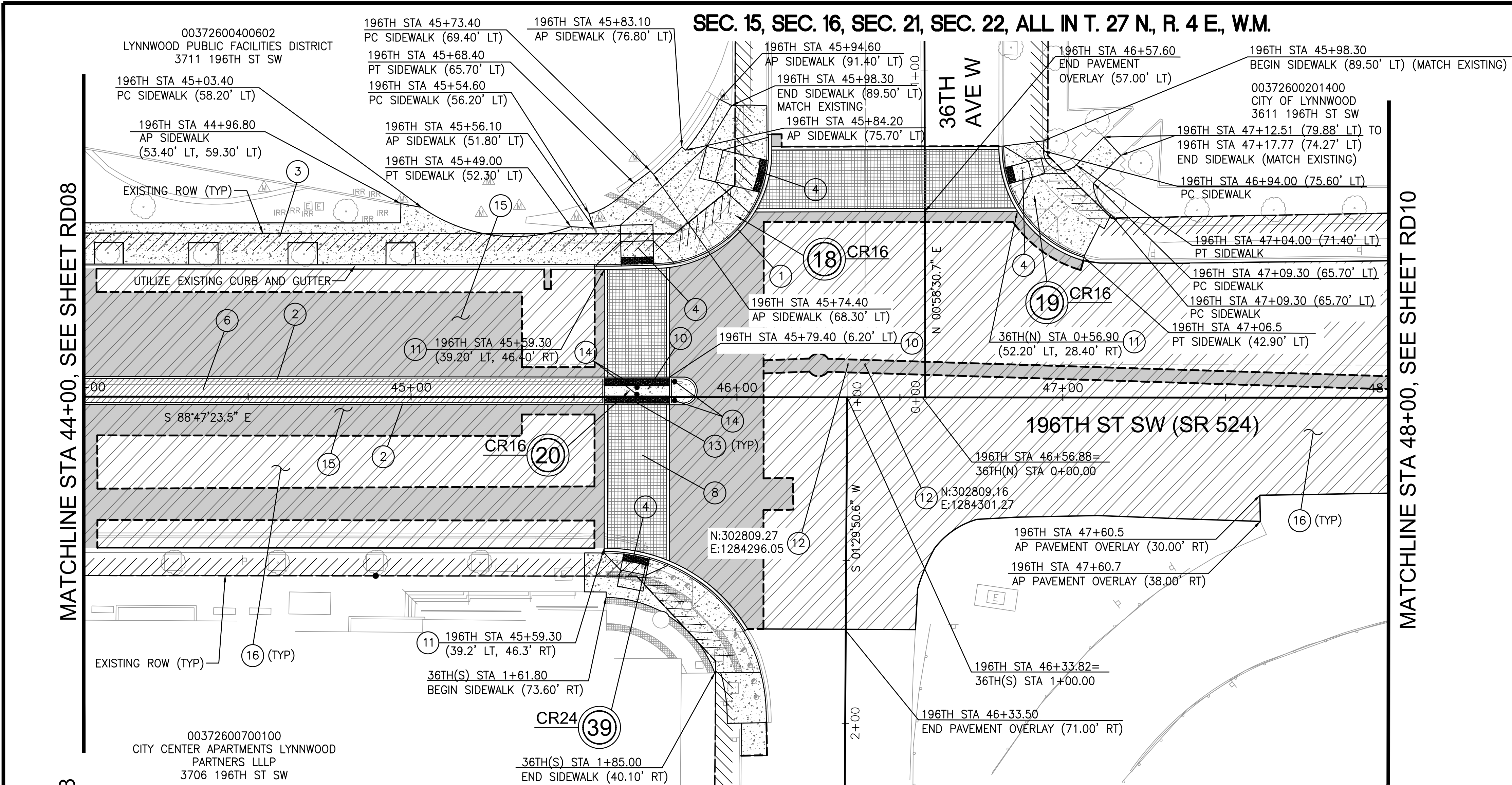


**196TH STREET SW (SR 524)
IMPROVEMENT PROJECT**

ROADWAY PLAN & PROFILE

REFERENCE
NO.
RD08
SHEET
32
OF
379
SHEETS

Jul 24, 2020 - 10:46am Oxa P:\\LYNNWOOD\\0000019\\0400CAD\\TTS\\SHEETS\\TTRD001\\LYNN0019.dwg Layout Name: RD09



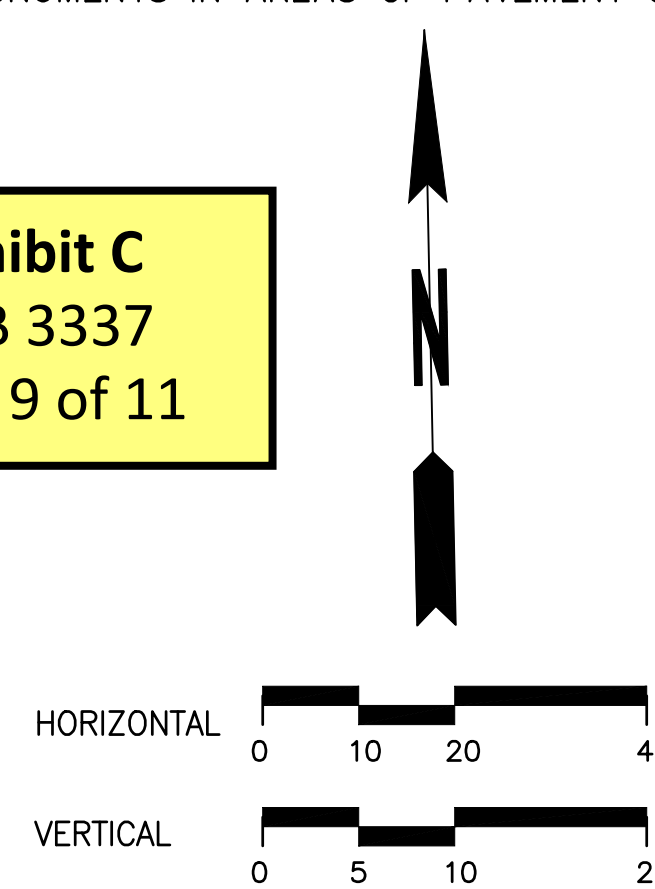
CONSTRUCTION NOTES

1. CONSTRUCT 18" CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER CITY OF LYNNWOOD STD. PLAN 3-06.
2. CONSTRUCT MOUNTABLE CEMENT CONCRETE TRAFFIC CURB (SEE DETAIL, SHEET DT02)
3. CONSTRUCT PATTERNED CEMENT CONCRETE SIDEWALK PER CITY OF LYNNWOOD STD. PLAN 3-10. (SEE CITY CENTER STD. DRAWINGS STDC-11 AND STDC-12 FOR SIDEWALK JOINT LAYOUT AND TREATMENTS).
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5. CONSTRUCT COMMERCIAL DRIVEWAY WITH JOINT LAYOUT PER CITY CENTER STD. DRAWING STDC-15. SEE SHEETS DW01-DW15 FOR DRIVEWAY PLAN AND PROFILES.
6. CONSTRUCT MEDIAN (SEE SHEETS XS01-XS03 FOR TYP. SECTIONS).
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8. CONSTRUCT CITY CENTER GATEWAY INTERSECTION CROSSWALK, SEE SHEETS PAT03-PAT04 FOR LAYOUT, AND SHEET PAT05 FOR DETAILS.
9. CONSTRUCT MODULAR BLOCK WALL PER SHEETS WL01-WL09.
10. CONSTRUCT PEDESTRIAN STAGING AREA PER DETAIL, SHEET DT02.
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13. CONSTRUCT DETECTABLE WARNING SURFACE PER WSDOT STD. PLAN F-45.10-02.
14. INSTALL HEAVY DUTY BOLLARD PER CITY CENTER STD. DETAIL STDC-4A.
15. CONSTRUCT FULL DEPTH HMA PAVEMENT.
16. CONSTRUCT 0.17' HMA PAVEMENT OVERLAY
17. CONSTRUCT PINNED PRECAST 12" DUAL FACED MOUNTABLE CEMENT CONCRETE CURB, SEE SHEET DT02 FOR CURB DETAIL.
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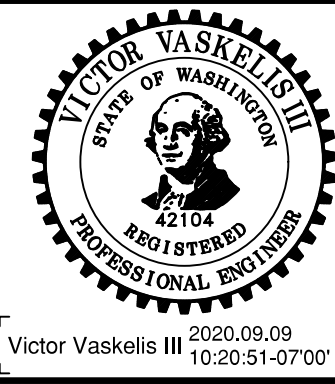
GENERAL NOTES

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Exhibit C
GCB 3337
Page 9 of 11



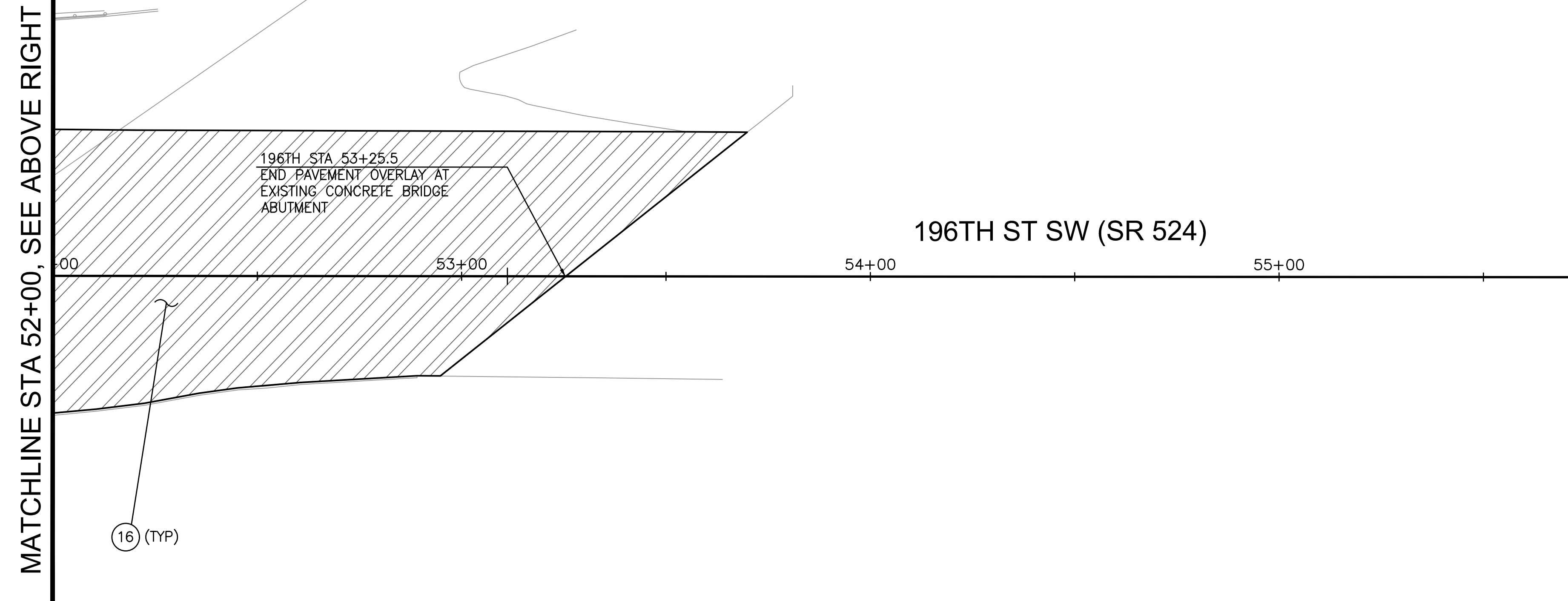
DATE	NO.	REVISION	BY	REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY:	DRAWN BY:		
				V. VASKELIS	O. AHRENSFELD		
				DATE:	DRAWING #		
				JULY 2020			



196TH STREET SW (SR 524)
IMPROVEMENT PROJECT

ROADWAY PLAN & PROFILE

REFERENCE NO.
RD09
SHEET
33
OF
379
SHEETS



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Exhibit C
3 3337
10 of 11

A north arrow pointing upwards with the letter 'N' in the center. Below it is a scale bar with two rows: 'HORIZONTAL' and 'VERTICAL'. The horizontal scale has markings at 0, 10, 20, and 40. The vertical scale has markings at 0, 5, 10, and 20. The scale bar consists of alternating black and white segments.

				REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.
				10	WASH.	CM-0524(011)	
				DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
				DATE: JULY 2020		DRAWING #	
DATE	NO.	REVISION		BY			



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DAVID EVANS AND ASSOCIATES INC.
14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500



LYNNWOOD WASHINGTON
PUBLIC WORKS

196TH STREET SW (SR 524) IMPROVEMENT PROJECT	
ROADWAY PLAN & PROFILE	

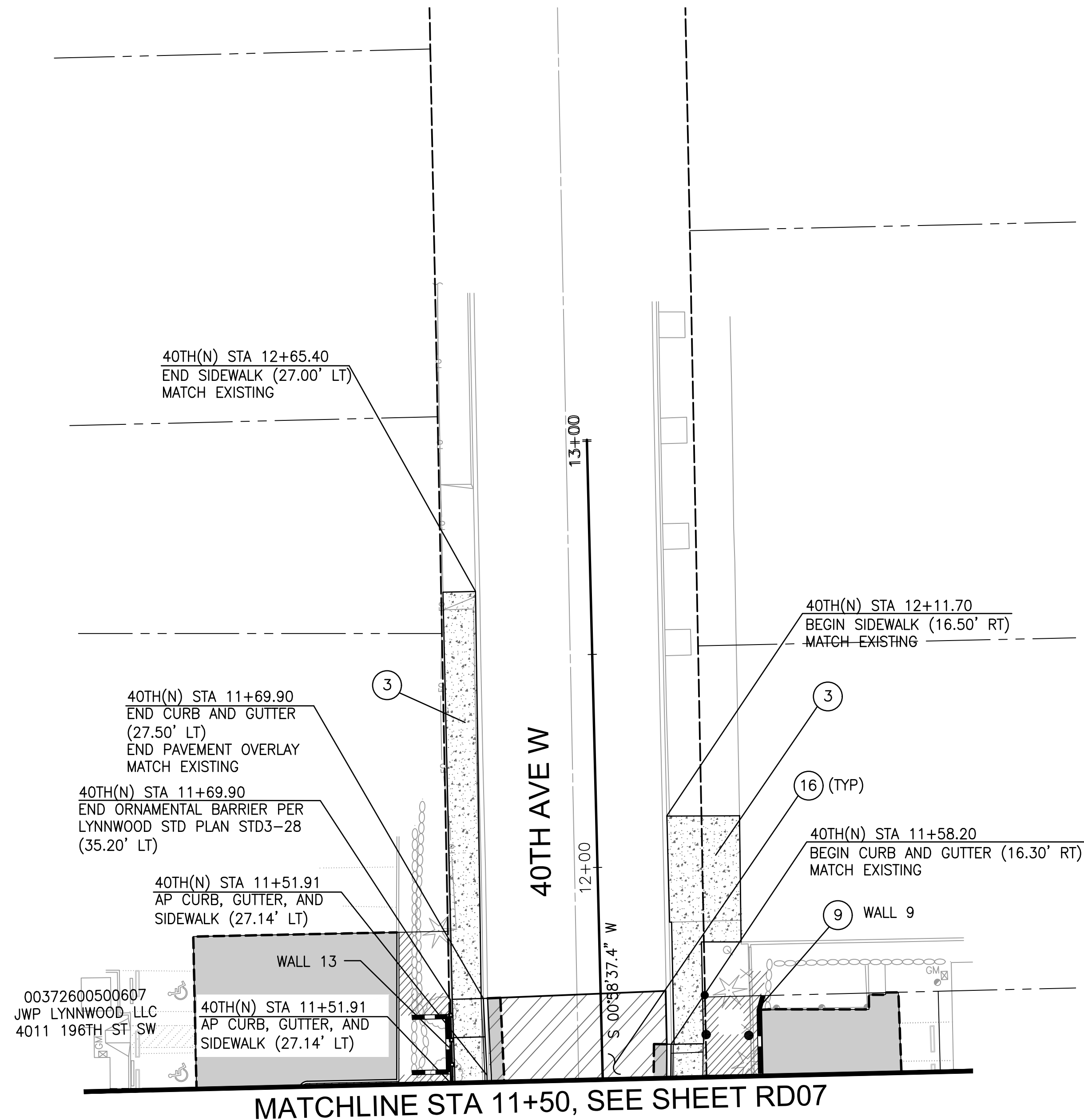
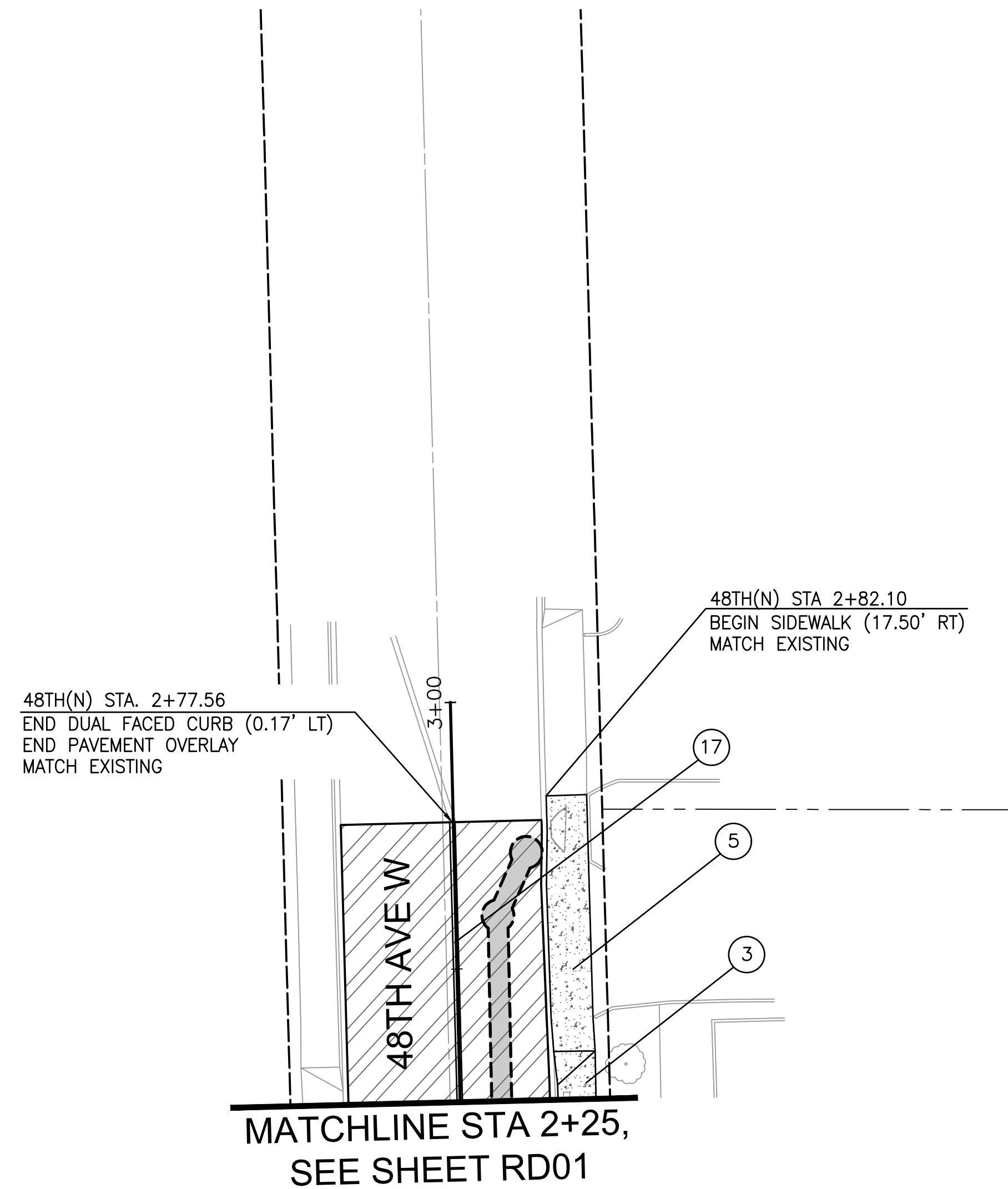
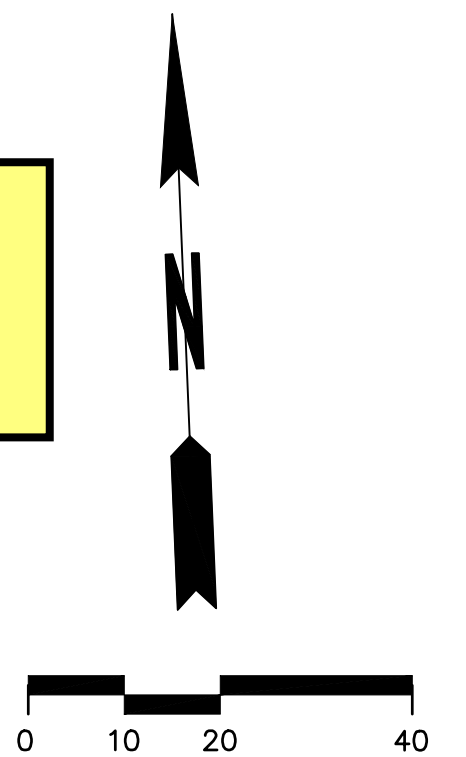
REFERENCE NO. RD10	SHEET 34 OF 379 SHEETS
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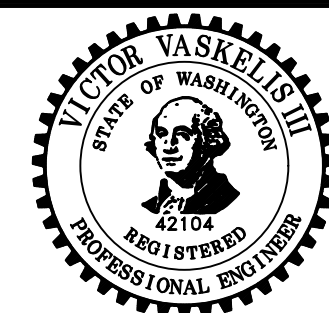
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Exhibit C
GCB 3337
Page 11 of 11



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					10	WASH.	CM-0524(011)	
					DESIGNED BY: V. VASKELIS		DRAWN BY: O. AHRENSFELD	
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**DAVID EVANS
AND ASSOCIATES INC.**

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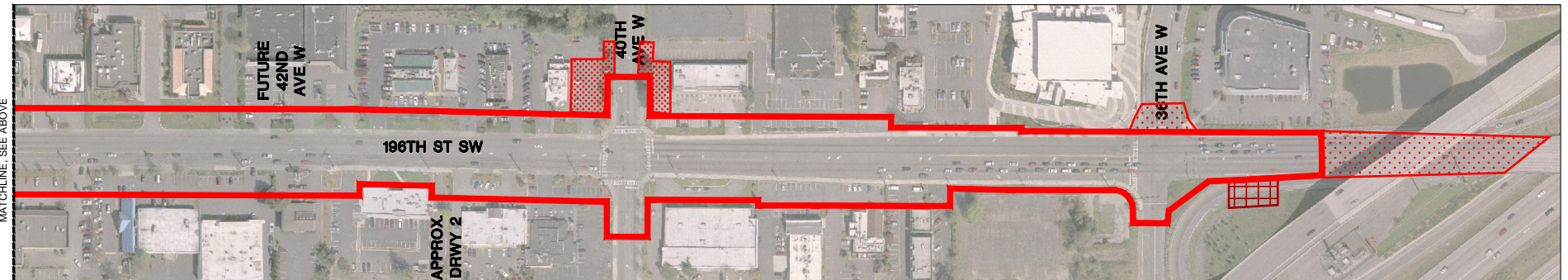
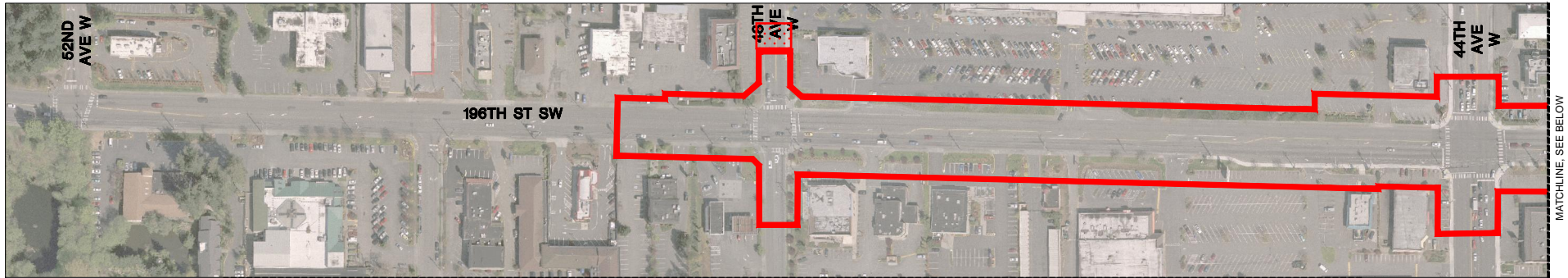


196TH STREET SW (SR 524)
IMPROVEMENT PROJECT

ROADWAY PLAN & PROFILE

REFERENCE
NO.
RD11
SHEET
35
OF
379
SHEETS

Exhibit D GCB 3337 Page 1 of 1



AREA OF POTENTIAL EFFECT (APE) EXHIBIT 196TH ST. SW - 48TH AVE. W TO 37TH AVE. W IMPROVEMENT PROJECT

AREA OF POTENTIAL EFFECT (APE)

SHEET 1 OF 1

Paving

Paving and minor surface grading

Sanitary sewer, new 12-inch pipe and 22-inch casing, connects into existing sewer pipe in previously disturbed area.

CITY COUNCIL ITEM FYI-1

CITY OF LYNNWOOD Community Development

TITLE: Housing Action Plan Update

DEPARTMENT CONTACT: Kristen Holdsworth, AICP

SUMMARY:

The City received a \$100,000 grant to develop a Housing Action Plan. The attached FYI memo provides an update to City Council on activities to date. Since this memo is written two days after our last update, we do not have many substantive details to provide at this time. Staff will be emailing you an additional update in mid-December (after winter recess starts for Council). The memo will also be available on the project website at www.lynnwoodwa.gov/housingactionplan.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

There are no immediate policy questions right now. Future policy questions and actions may be needed as this plan progresses.

ACTION:

To review activity to date.

BACKGROUND:

In Fall 2019, the City of Lynnwood applied for and received a \$100,000 grant from the Department of Commerce (under ES2HB 1923) to develop a Housing Action Plan. The Housing Action Plan will comprehensively ensure that a variety of housing is available and affordable for people of all income levels in Lynnwood. The Plan will address current housing needs as well as those of the projected future population.

PREVIOUS COUNCIL ACTIONS:

Council reviewed the Lynnwood Housing White Paper in July 2019. In late 2019 Council established the Council Housing Policy Committee. Council has received updates at the 2020 Council Retreat, through an FYI memo on June 1, 2020, presentations on August 3, 2020, September 21, 2020, October 19, 2020, November 30, and via participation on the Council's Housing Policy Committee.

FUNDING:

Funding for this project is provided through a Department of Commerce \$100,000 grant. The grant funding began in February 2020 and ends June 2021. As a condition of the grant, if the City does not adopt a Housing Action Plan by June 2021 it will forfeit \$30,000 dollars in reimbursement of consultant work.

KEY FEATURES AND VISION ALIGNMENT:

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

ADMINISTRATION RECOMMENDATION:

No administrative recommendation is needed at this time.

DOCUMENT ATTACHMENTS

Description:

Type:

[FYI Memo - Housing Action Plan Update](#)

Memo

MEMORANDUM

DATE: December 2, 2020

TO: Mayor Nicola Smith
Lynnwood City Council

FROM: Kristen Holdsworth, AICP, Senior Planner

CC: David Kleitsch, Economic Development Director / Interim Community Development Director
Ashley Winchell, AICP, Planning Manager

RE: **Lynnwood Housing Action Plan - Update**

This memo provides a brief update on efforts for Lynnwood's Housing Action Plan that have occurred since staff last presented to Council at the November 30, 2020 Work Session.

Since this memo is written two days after our last update, we do not have many substantive details to provide at this time. Staff will be emailing you an additional update in mid-December (after winter recess starts for Council). The memo will also be available on the project website at www.lynnwoodwa.gov/housingactionplan.

Housing Action Plan Strategies

Staff received a "first pass" list of potential strategies from the consultants (BERK). The "first pass" list of strategies will be further evaluated by staff for inclusion in the Housing Action Plan. The final list of strategies will also be informed by our public engagement efforts, including input from the Stakeholder Advisory Group.

Public Engagement and Outreach

We have received 630 responses to the survey (382 online responses and 248 paper responses). We will provide a summary of survey results in the next memo.

We have extended survey collection through December 4, 2020 (Friday) at the request of some of our Stakeholder Advisory Group members. They requested that we continue collecting survey responses through the end of the week so that they can send out final reminders/email announcements about the project.

Next Steps

- December 10 – Planning Commission Meeting - Project Update
- December 16 – Stakeholder Advisory Group Meeting #4
- December (TBD) – Second memo update will be sent to Lynnwood elected officials and posted on the project website

CITY COUNCIL ITEM FYI-2

CITY OF LYNNWOOD Public Works

TITLE: FYI: Poplar Bridge Property Acquisition Agreement over \$100K

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

Council recently reduced the Mayor's contract authority from \$250K to \$100K effective January 1, 2021. Council also requested that all contracts that are approved by the Mayor within this dollar range prior to January 1, 2021 be shared with Council as an FYI.

The Mayor recently executed routine property acquisition agreements for the Poplar Bridge Project in the amount of \$103K for additional right-of-way along the Scan Design property located along 33rd Ave W.

ACTION:

None, this is FYI only.

BACKGROUND:

The Poplar Way Bridge project will complete a new six lane bridge over I-5 connecting Poplar Way to 33rd Ave W. The project was identified as providing significantly more capacity benefits to the city's transportation system than any other currently planned city transportation projects. The city has secured multiple grants over the years for design and right-of-way and has been actively pursuing construction funding. Design and right-of-way acquisitions are currently underway for the project.

Council held an executive session about one year ago to discuss the the various acquisitions needed for the project. The project requires acquisition of additional right-of-way from approximately eight different parcels to accommodate the planned street widening. One of these parcels is the Scan Design parcel located along 33rd Ave W. The acquisition totals \$103,481 and includes land for additional right-of-way and temporary construction easements.

The Mayor recently signed these documents. Since they exceed \$100K, staff is providing this FYI item to Council per their request.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RESTORING PROVISIONS RELATING TO ELECTED OFFICIALS' SALARIES; AMENDING SECTIONS 2.04.072, 2.04.074 AND 2.10.030 OF THE LYNNWOOD MUNICIPAL CODE; REPEALING SECTION 2.04.075 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to and subject to limitations in State law, including RCW 35A.12.070, the City Council has authority to establish the salaries of the City Council and the Mayor; and

WHEREAS, when the City Council sets salaries for the City's elected officials, (1) any revised salary for a Councilmember cannot take effect during that Councilmember's current term of office, and (2) any salary increase for the Mayor may take effect during the Mayor's current term of office if the Mayor does not vote to break a tie on the decision to increase the salary, and any salary decrease for the Mayor cannot take effect during the Mayor's current term of office; and

WHEREAS, the salaries for the City's Mayor and City Council have been adjusted from time to time, pursuant to State law; and

WHEREAS, in addition, RCW 35.21.015 authorizes a city council to establish a salary commission, and once established the salary commission sets the salaries for the city's elected officials, in accordance with the provisions of RCW 35.21.015 and any related city code provisions; and

WHEREAS, under RCW 35.21.015, if a salary commission sets the salaries for elected officials, salary increases may take effect during the elected officials' current terms of office, upon the salary commission filing its decision on the elected officials' salaries (a salary schedule) with the office of the city clerk and without further action of the city council, but salary decreases cannot take effect until a subsequent term of office; and

1 WHEREAS, in Ordinance No. 3348, passed on November 12, 2019 and codified at Chapter
2 2.98 of the City Code, the City Council established a Salary Commission for the City, and
3 subsequently salary commissioners were appointed and confirmed; and
4

5 WHEREAS, during 2020, the Salary Commission reviewed the salaries of the City's elected
6 officials pursuant to Chapter 2.98 LMC, and filed a decision establishing elected officials' salaries,
7 effective January 1, 2021 for salary increases and effective upon a subsequent term of office for
8 salary decreases; and
9

10 WHEREAS, on November 23, 2020, the City Council passed Ordinance No. 3379,
11 eliminating the City's Salary Commission, and therefore the City Council has resumed authority
12 and responsibility for setting the salaries of the City's elected officials, in accordance with law;
13 and
14

15 WHEREAS, the City Council after due consideration has determined that it is in the best
16 interests of public health, safety, and general welfare, to return the City code provisions relating
17 to the salaries of elected officials to the language that was in place immediately before the Salary
18 Commission was created in 2019, as near as practical and as set forth below, which will have the
19 effect of restoring the elected officials' salaries to the amounts that would have been in place but
20 for the Salary Commission's decision, to be effective at the times allowed by law;
21

22 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD DO ORDAIN AS
23 FOLLOWS:
24

25 Section 1. Section 2.04.072 of the Lynnwood Municipal Code is amended to read as follows:
26

27 **2.04.072 Compensation of council members.**

28 A. For the calendar year 2021 and until a subsequent term of office for a council member
29 position, e~~Each person elected or appointed to serve as a member of the council for the city of~~
30 ~~Lynnwood shall receive compensation in such structure and amounts as the salary commission~~
31 ~~has may established from time to time in accordance with Chapter 2.98 LMC.~~

32 ~~B. — Each person elected or appointed to serve as a member of the council for the city of~~
33 ~~Lynnwood shall receive other benefits as provided by this chapter.~~

34 B. Upon the commencement of a council member's term of office that begins on or after
35 January 1, 2022, the person elected or appointed to serve as a member of the council shall
36 receive, as compensation for service to the city of Lynnwood, a base payment per month in the
37 amount of \$900, plus a "per meeting" payment bank of \$750.00. Councilmembers attending
38 five regular scheduled council meetings shall have earned the full \$750.00 "per meeting"
39 payment. For councilmembers attending less than the five regular scheduled council meetings,
40 a \$150.00 deduction for the "per meeting" payment bank shall occur for each meeting missed,
41 except as provided for in this section.

1 1. If fewer than five regular council meetings are scheduled in a month, council
2 members attending all of the regular council meetings for that month shall be entitled to receive
3 the full \$750 payment for meeting attendance.

4 2. Each councilmember shall be entitled to four automatic excused absences, at their
5 discretion, during any calendar year. These paid absences shall be in lieu of vacation time that is
6 provided for other city employees. Other excused absences, without compensation, may be
7 granted by a majority vote of the council as per RCW 35A.12.060.

8 C. Council President – Additional Compensation. In addition to the compensation provided
9 under subsection A or B above, any councilmember holding the office of council president shall
10 receive an additional \$200.00 per month as compensation for the responsibilities of the position.

11
12 Section 2. Section 2.04.074 of the Lynnwood Municipal Code is amended to read as follows:

13
14 **2.04.074 Councilmember waiver and election not to receive “per meeting” compensation.**
15 ~~Councilmembers may elect to waive any compensation that is established by the salary~~
16 ~~commission pursuant to Chapter 2.98 LMC. A councilmember may waive and elect not to be paid~~
17 ~~the any “per meeting” compensation set forth in LMC 2.04.072 which may be established by the~~
18 ~~salary commission pursuant to Chapter 2.98 LMC. Notice of such waiver and election must be:~~

19
20 A. Given to the finance director in writing, signed by the councilmember;

21
22 B. Joined in by the councilmember’s spouse, if any, if the notice is for a future meeting, as
23 required by RCW 49.48.100; and

24
25 C. Given within 72 hours of the meeting for which compensation is waived and elected not
26 to be paid, if the waiver and election is for “per meeting” compensation.

27
28
29 Section 3. Section 2.04.075 of the Lynnwood Municipal Code is repealed.

30
31
32 Section 4. Section 2.10.030 of the Lynnwood Municipal Code is amended to read as follows:

33
34 **2.10.030 Salary.**

35 A. For the calendar year 2021, tThe mayor shall receive a salary in thesuch amount thatas
36 the salary commission hasmay established from time to time in accordance with Chapter 2.98
37 LMC.

38 B. Beginning with the mayor’s term of office starting on January 1, 2022, tThe mayor shall
39 receive a salary in thesuch amount of \$9356.53 per month, with annual adjustments made
40 January 1 each year in the same percentage amount of increase as given to non-represented
41 salaried staff, and including that annual adjustment for 2021 and thereafteras the salary
42 commission may establish from time to time in accordance with Chapter 2.98 LMC.

1
2
3 Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should
4 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
5 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
6 clause or phrase or word of this Ordinance.
7

8 Section 6. Publication and Effective Date. This Ordinance or a summary thereof consisting of
9 the title shall be published in the official newspaper of the City, and shall take effect and be in full
10 force five (5) days after publication.
11

12 PASSED BY THE CITY COUNCIL this ____ day of December, 2020.
13

14 APPROVED:
15

16 _____
17 Nicola Smith, Mayor
18
19

20 ATTEST/AUTHENTICATED:
21

22 APPROVED AS TO FORM:
23

24 _____
25 Karen Fitzthum, Acting City Clerk
26

27 _____
28 Rosemary Larson, City Attorney
29
30

31 PASSED BY THE CITY COUNCIL:
32 PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, RESTORING PROVISIONS RELATING TO ELECTED OFFICIALS' SALARIES; AMENDING SECTIONS 2.04.072, 2.04.074 AND 2.10.030 OF THE LYNNWOOD MUNICIPAL CODE; REPEALING SECTION 2.04.075 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to and subject to limitations in State law, including RCW 35A.12.070, the City Council has authority to establish the salaries of the City Council and the Mayor; and

WHEREAS, when the City Council sets salaries for the City's elected officials, (1) any revised salary for a Councilmember cannot take effect during that Councilmember's current term of office, and (2) any salary increase for the Mayor may take effect during the Mayor's current term of office if the Mayor does not vote to break a tie on the decision to increase the salary, and any salary decrease for the Mayor cannot take effect during the Mayor's current term of office; and

WHEREAS, the salaries for the City's Mayor and City Council have been adjusted from time to time, pursuant to State law; and

WHEREAS, in addition, RCW 35.21.015 authorizes a city council to establish a salary commission, and once established the salary commission sets the salaries for the city's elected officials, in accordance with the provisions of RCW 35.21.015 and any related city code provisions; and

WHEREAS, under RCW 35.21.015, if a salary commission sets the salaries for elected officials, salary increases may take effect during the elected officials' current terms of office, upon the salary commission filing its decision on the elected officials' salaries (a salary schedule) with the office of the city clerk and without further action of the city council, but salary decreases cannot take effect until a subsequent term of office; and

1 WHEREAS, in Ordinance No. 3348, passed on November 12, 2019 and codified at Chapter
2 2.98 of the City Code, the City Council established a Salary Commission for the City, and
3 subsequently salary commissioners were appointed and confirmed; and
4

5 WHEREAS, during 2020, the Salary Commission reviewed the salaries of the City's elected
6 officials pursuant to Chapter 2.98 LMC, and filed a decision establishing elected officials' salaries,
7 effective January 1, 2021 for salary increases and effective upon a subsequent term of office for
8 salary decreases; and
9

10 WHEREAS, on November 23, 2020, the City Council passed Ordinance No. 3379,
11 eliminating the City's Salary Commission, and therefore the City Council has resumed authority
12 and responsibility for setting the salaries of the City's elected officials, in accordance with law;
13 and
14

15 WHEREAS, the City Council after due consideration has determined that it is in the best
16 interests of public health, safety, and general welfare, to return the City code provisions relating
17 to the salaries of elected officials to the language that was in place immediately before the Salary
18 Commission was created in 2019, as near as practical and as set forth below, which will have the
19 effect of restoring the elected officials' salaries to the amounts that would have been in place but
20 for the Salary Commission's decision, to be effective at the times allowed by law;
21

22 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD DO ORDAIN AS
23 FOLLOWS:
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25 Section 1. Section 2.04.072 of the Lynnwood Municipal Code is amended to read as follows:
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27 **2.04.072 Compensation of council members.**

28 A. For the calendar year 2021 and until a subsequent term of office for a council member
29 position, e~~Each person elected or appointed to serve as a member of the council for the city of~~
30 ~~Lynnwood shall receive compensation in such structure and amounts as the salary commission~~
31 ~~has may established from time to time in accordance with Chapter 2.98 LMC.~~

32 ~~B. — Each person elected or appointed to serve as a member of the council for the city of~~
33 ~~Lynnwood shall receive other benefits as provided by this chapter.~~

34 B. Upon the commencement of a council member's term of office that begins on or after
35 January 1, 2022, the person elected or appointed to serve as a member of the council shall
36 receive, as compensation for service to the city of Lynnwood, a base payment per month in the
37 amount of \$900, plus a "per meeting" payment bank of \$750.00. Councilmembers attending
38 five regular scheduled council meetings shall have earned the full \$750.00 "per meeting"
39 payment. For councilmembers attending less than the five regular scheduled council meetings,
40 a \$150.00 deduction for the "per meeting" payment bank shall occur for each meeting missed,
41 except as provided for in this section.

1 1. If fewer than five regular council meetings are scheduled in a month, council
2 members attending all of the regular council meetings for that month shall be entitled to receive
3 the full \$750 payment for meeting attendance.

4 2. Each councilmember shall be entitled to four automatic excused absences, at their
5 discretion, during any calendar year. These paid absences shall be in lieu of vacation time that is
6 provided for other city employees. Other excused absences, without compensation, may be
7 granted by a majority vote of the council as per RCW 35A.12.060.

8 C. Council President – Additional Compensation. In addition to the compensation provided
9 under subsection A or B above, any councilmember holding the office of council president shall
10 receive an additional \$200.00 per month as compensation for the responsibilities of the position.

11
12 Section 2. Section 2.04.074 of the Lynnwood Municipal Code is amended to read as follows:

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14 **2.04.074 Councilmember waiver and election not to receive “per meeting” compensation.**
15 ~~Councilmembers may elect to waive any compensation that is established by the salary~~
16 ~~commission pursuant to Chapter 2.98 LMC. A councilmember may waive and elect not to be paid~~
17 ~~the any “per meeting” compensation set forth in LMC 2.04.072 which may be established by the~~
18 ~~salary commission pursuant to Chapter 2.98 LMC. Notice of such waiver and election must be:~~

19
20 A. Given to the finance director in writing, signed by the councilmember;

21
22 B. Joined in by the councilmember’s spouse, if any, if the notice is for a future meeting, as
23 required by RCW 49.48.100; and

24
25 C. Given within 72 hours of the meeting for which compensation is waived and elected not
26 to be paid, if the waiver and election is for “per meeting” compensation.

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29 Section 3. Section 2.04.075 of the Lynnwood Municipal Code is repealed.

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32 Section 4. Section 2.10.030 of the Lynnwood Municipal Code is amended to read as follows:

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34 **2.10.030 Salary.**

35 A. For the calendar year 2021, the mayor shall receive a salary in the such amount that as
36 the salary commission has may established from time to time in accordance with Chapter 2.98
37 LMC.

38 B. Beginning with the mayor’s term of office starting on January 1, 2022, the mayor shall
39 receive a salary in the such amount of \$9356.53 per month, with annual adjustments made
40 January 1 each year in the same percentage amount of increase as given to non-represented
41 salaried staff, and including that annual adjustment for 2021 and thereafter as the salary
42 commission may establish from time to time in accordance with Chapter 2.98 LMC.

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3 Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should
4 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
5 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
6 clause or phrase or word of this Ordinance.
7

8 Section 6. Publication and Effective Date. This Ordinance or a summary thereof consisting of
9 the title shall be published in the official newspaper of the City, and shall take effect and be in full
10 force five (5) days after publication.
11

12 PASSED BY THE CITY COUNCIL this ____ day of December, 2020.
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14 APPROVED:
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16 _____
17 Nicola Smith, Mayor
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20 ATTEST/AUTHENTICATED:
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22 APPROVED AS TO FORM:
23

24 _____
25 Karen Fitzthum, Acting City Clerk
26

27 _____
28 Rosemary Larson, City Attorney
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30

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