

**LYNNWOOD  
CITY COUNCIL  
Work Session**

**Date: Monday, May 17, 2021**

**Time: 6:00 PM**

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

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- |         |          |   |
|---------|----------|---|
| 6:00 PM | <b>A</b> | Roll Call                                 |
| 6:05 PM | <b>B</b> | Comments and Questions on Memo Items      |
| 6:10 PM | <b>C</b> | Briefing Sound Transit Light Rail Updates |
| 6:55 PM | <b>D</b> | Briefing: Utility Payment Rules           |
| 7:30 PM | <b>E</b> | Break                                     |
| 7:40 PM | <b>F</b> | Mayor Comments and Questions              |
| 7:45 PM | <b>G</b> | Council Comments                          |
| 7:50 PM | <b>H</b> | Executive Session, If Needed              |
- Adjourn

**Memorandums for Future Agenda Items:**

- |     |   |
|-----|---|
| M-1 | Agreement: Lynnwood 40th Multiple-Unit Housing Property Tax Exemption   |
| M-2 | Contract Amendment S Lynnwood Sub-Area Plan Consultant Services   |
| M-3 | Lease Agreement Police Impound Lot  |
| M-4 | Lease Agreement Police Evidence Warehouse   |
| M-5 | Lease Agreement Golf Course Warehouse   |
| M-6 | Upcoming Public Hearing: Six-Year Capital Facilities Plan (CFP) and Six-Year Transportation Improvement Program (TIP) 2022 - 2027 |
| M-7 | Contract Supplement: 188th Street SW Flood Wall   |

**Memorandums for Your Information:**

- |       |  |
|-------|--|
| FYI-1 | 2019 and 2020 Transportation Benefit District Annual Reports |
| FYI-2 | Update: Snohomish County Countywide Planning Policies        |

**Contact: Executive Office (425) 670-5001**



**CITY COUNCIL ITEM A**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Roll Call

**DEPARTMENT CONTACT:** Leah Jensen, Executive Assistant

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

**CITY COUNCIL ITEM B**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Comments and Questions on Memo Items

**DEPARTMENT CONTACT:** George Hurst, Council President

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

# CITY COUNCIL ITEM C

## CITY OF LYNNWOOD Executive

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**TITLE:** Briefing Sound Transit Light Rail Updates

**DEPARTMENT CONTACT:** Leah Jensen, Executive Assistant

**SUMMARY:**

Sound Transit CEO Peter Rogoff will update Council on Light Rail progress and operations.

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

## **CITY COUNCIL ITEM D**

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

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**TITLE:** Briefing: Utility Payment Rules

**DEPARTMENT CONTACT:** Corbitt Loch

#### **SUMMARY:**

The purpose of this agenda item is to share the work to-date by the Finance Committee and staff on updates to the payment rules for the City's utilities (water, sewer, and storm). Council direction is requested. See the attached memorandum for additional information.

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

Should the City's rules for utility payments be updated to address unforeseen issues such as the COVID-19 pandemic?

#### **ACTION:**

Provide direction whether to proceed with preparation of a draft ordinance.

#### **BACKGROUND:**

The rules for utility payments have been developed incrementally over time. The financial hardships created by the COVID-19 pandemic has caused many residential and commercial accounts to become delinquent. At this time, Governor Inslee's emergency proclamation precludes suspension of water service (shutoff) and the imposition of penalty late fees for non-payment. Staff and the Finance Committee have identified potential amendments to the Lynnwood Municipal Code for the Council's consideration. See attached memorandum.

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

On November 30, 2020, the City Council discussed utility accounts in arrears and potential changes to the terms of utility payments. The Finance Committee discussed potential changes to utility payment rules on March 25 and April 22, 2021.

#### **FUNDING:**

The City's utilities are accounted for in an enterprise fund (separate from the General Fund). The sole source of revenue is customer payments and payment revenue can only be expended upon operational and capital costs of the utility. See attached memorandum.

At this time, analysis is underway regarding if and how American Rescue Plan disbursements may be used.

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

This work stems from the Strategic Plan policy to remain financially sustainable and the Community Vision goal of being a responsive government.

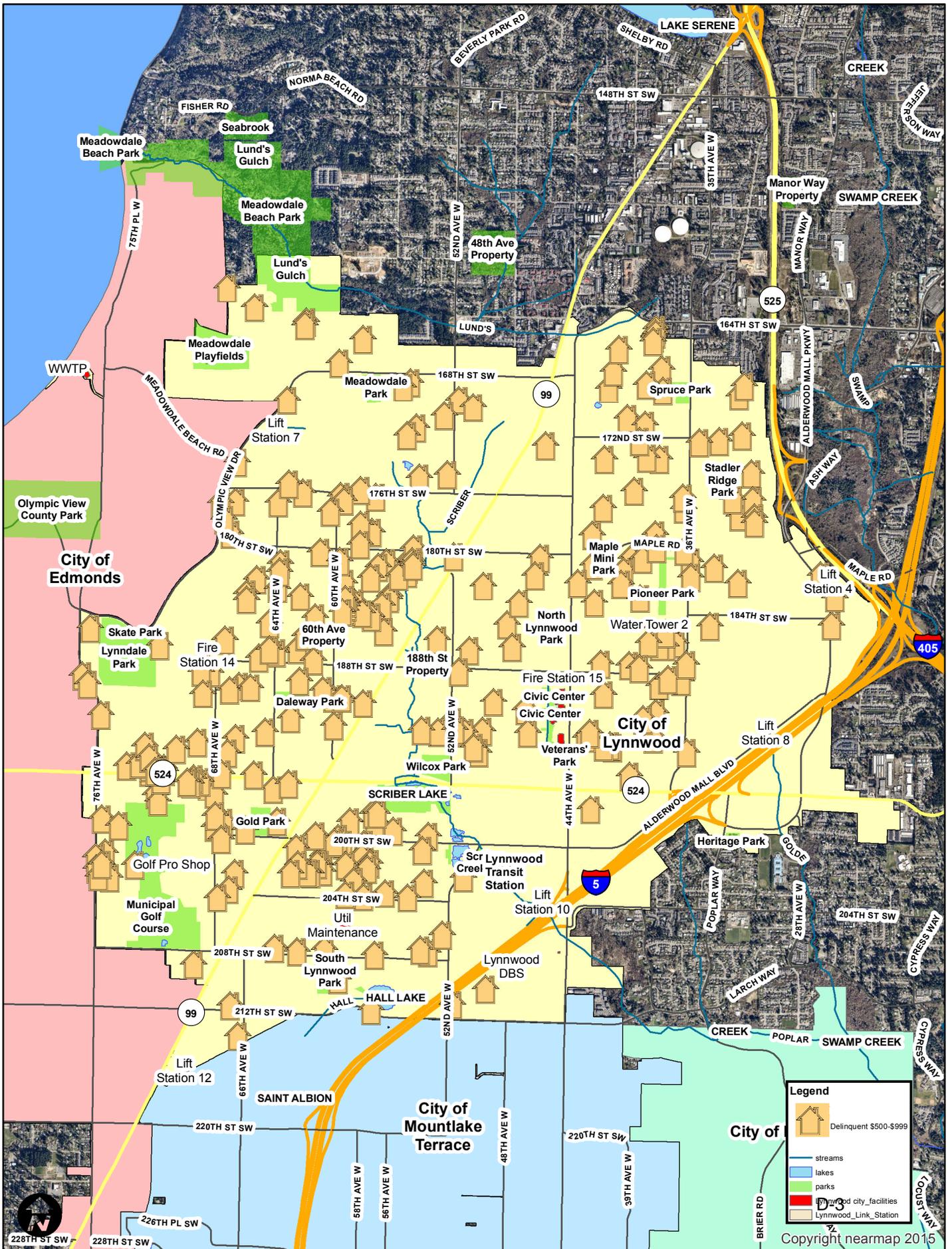
#### **ADMINISTRATION RECOMMENDATION:**

Direct staff to prepare draft legislation to address the topics discussed.

#### **DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Maps 051321</a>	Backup Material
<a href="#">Data and Overview</a>	Backup Material

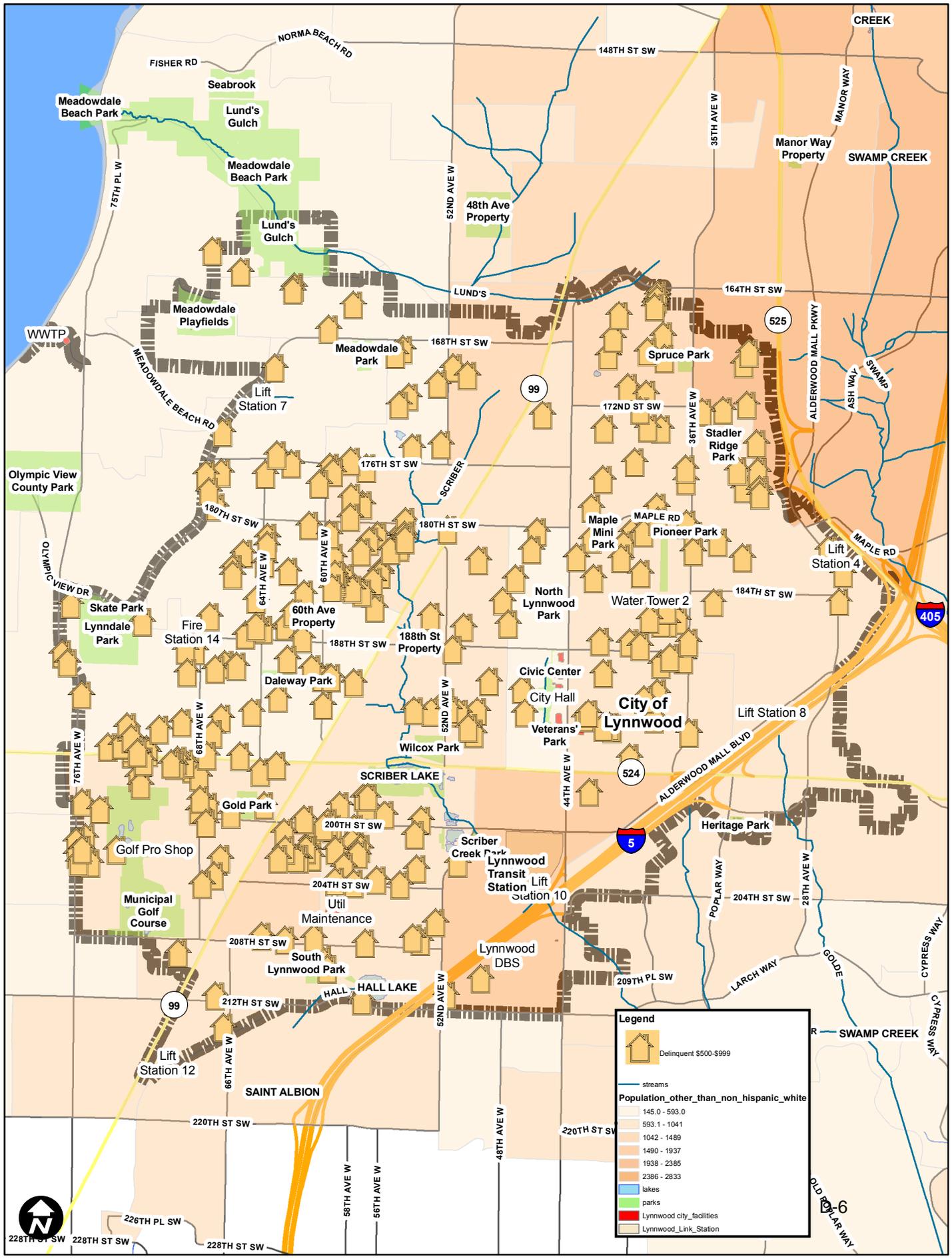
Lynnwood residential delinquent UB accounts owing \$500-\$999 (288 accounts) as of 2/28/2021







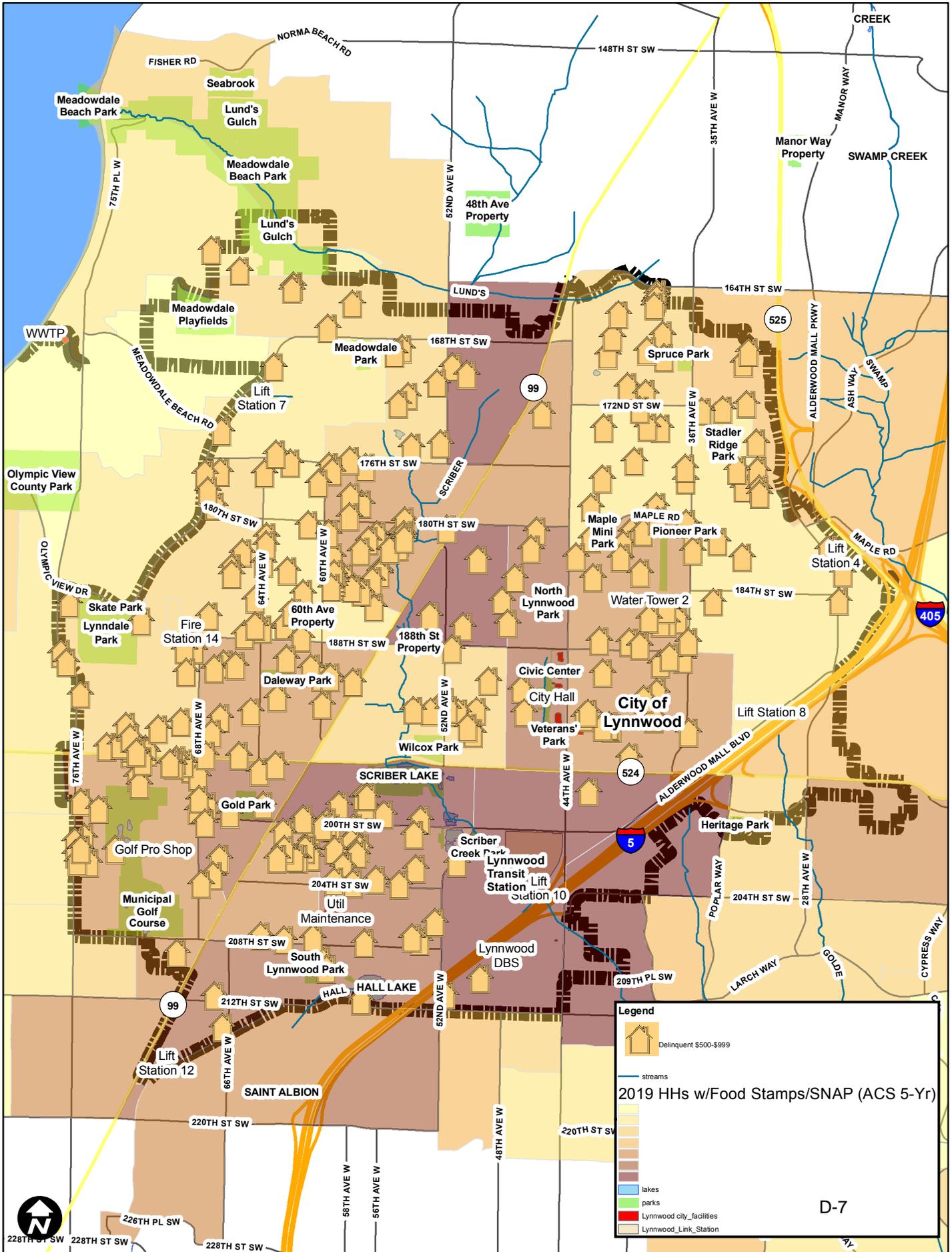
Lynnwood residential delinquent UB accounts owing \$500 to \$999 (288 accounts) as of 2/28/2021



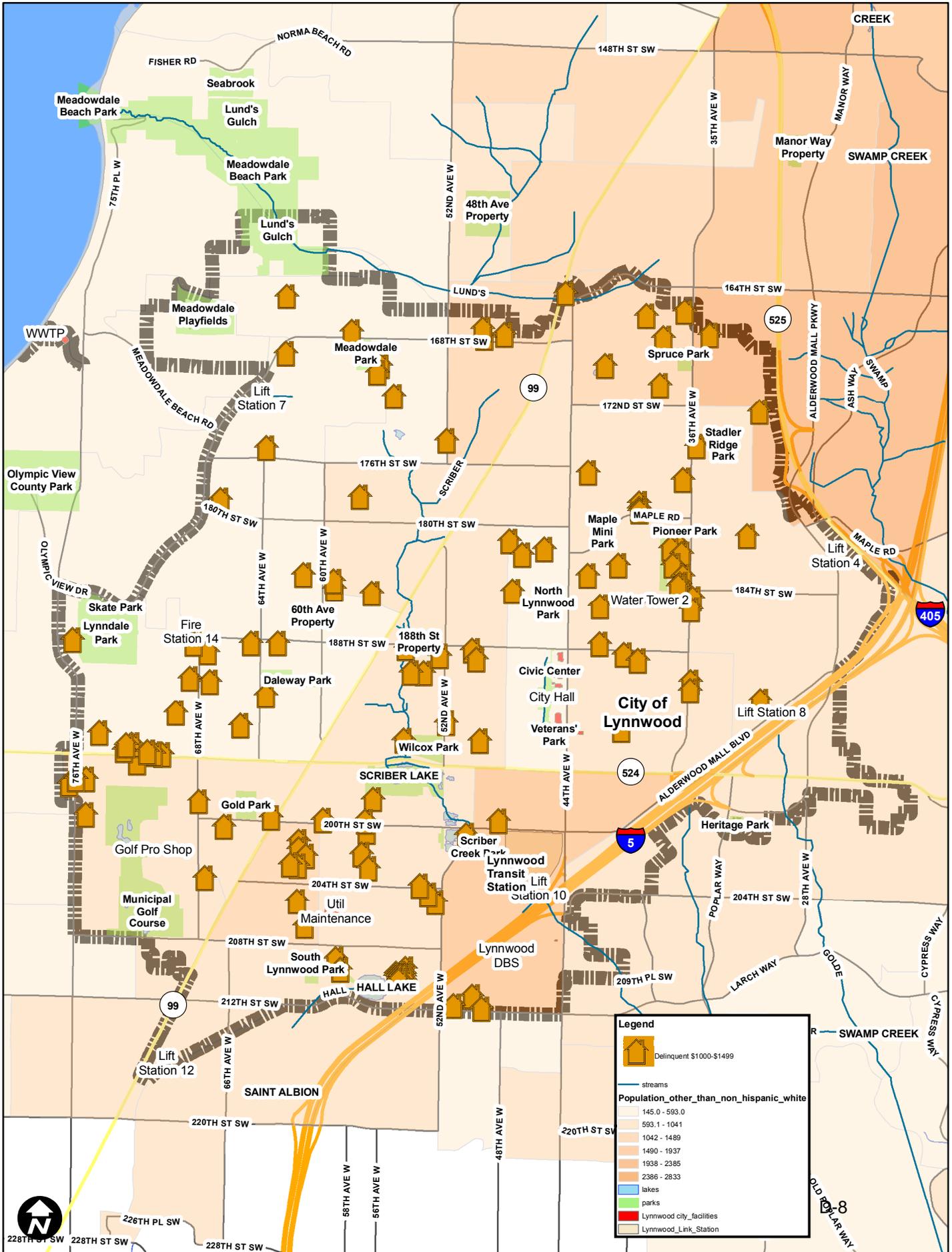
**Legend**

- Delinquent \$500-\$999
- streams
- Population\_other\_than\_non\_hispanic\_white**
  - 145.0 - 593.0
  - 593.1 - 1041
  - 1042 - 1489
  - 1490 - 1937
  - 1938 - 2385
  - 2386 - 2833
- lakes
- parks
- Lynnwood city\_facilities
- Lynnwood\_Link\_Station

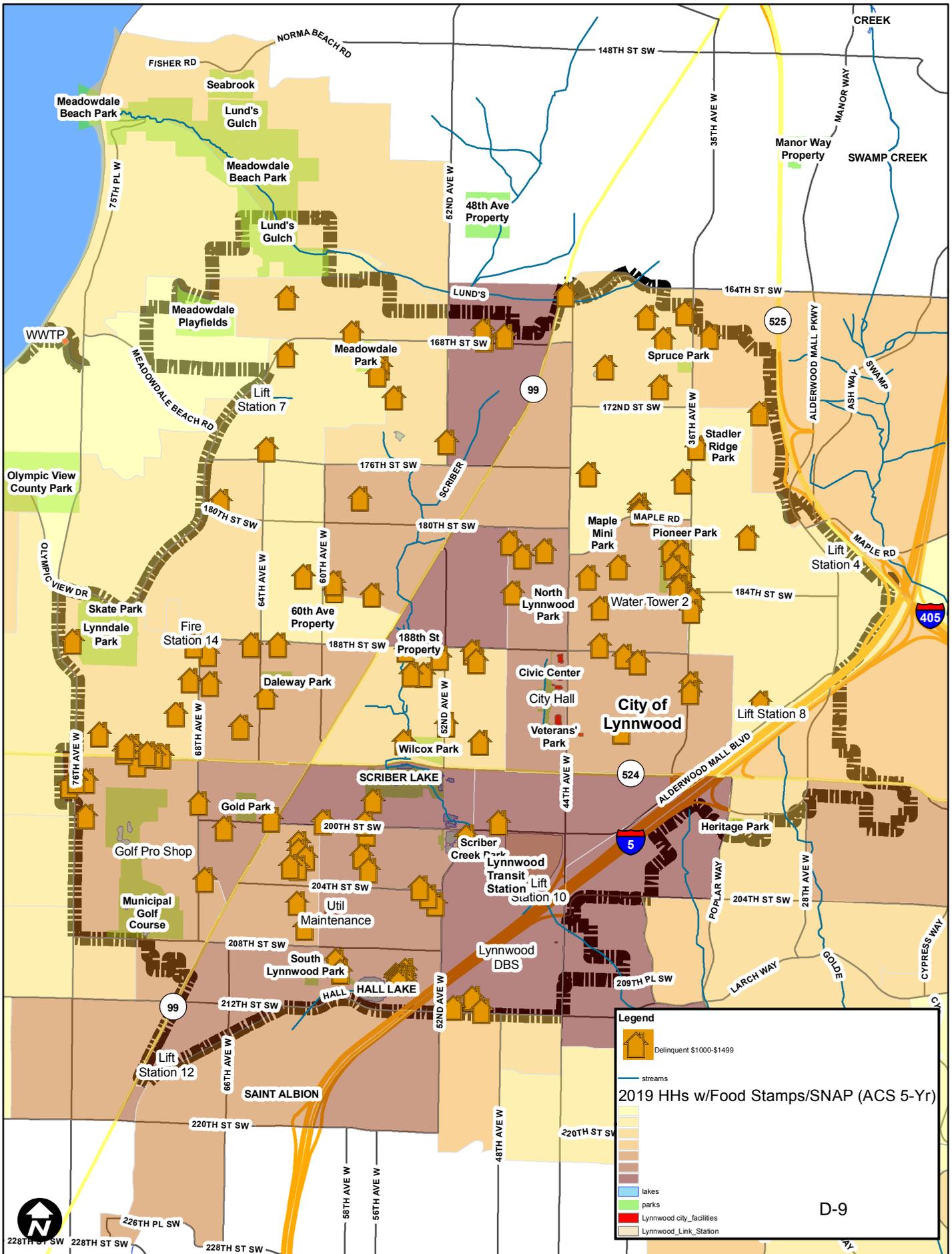
Lynnwood residential delinquent UB accounts owing \$500 to \$999 (288 accounts) as of 2/28/2021



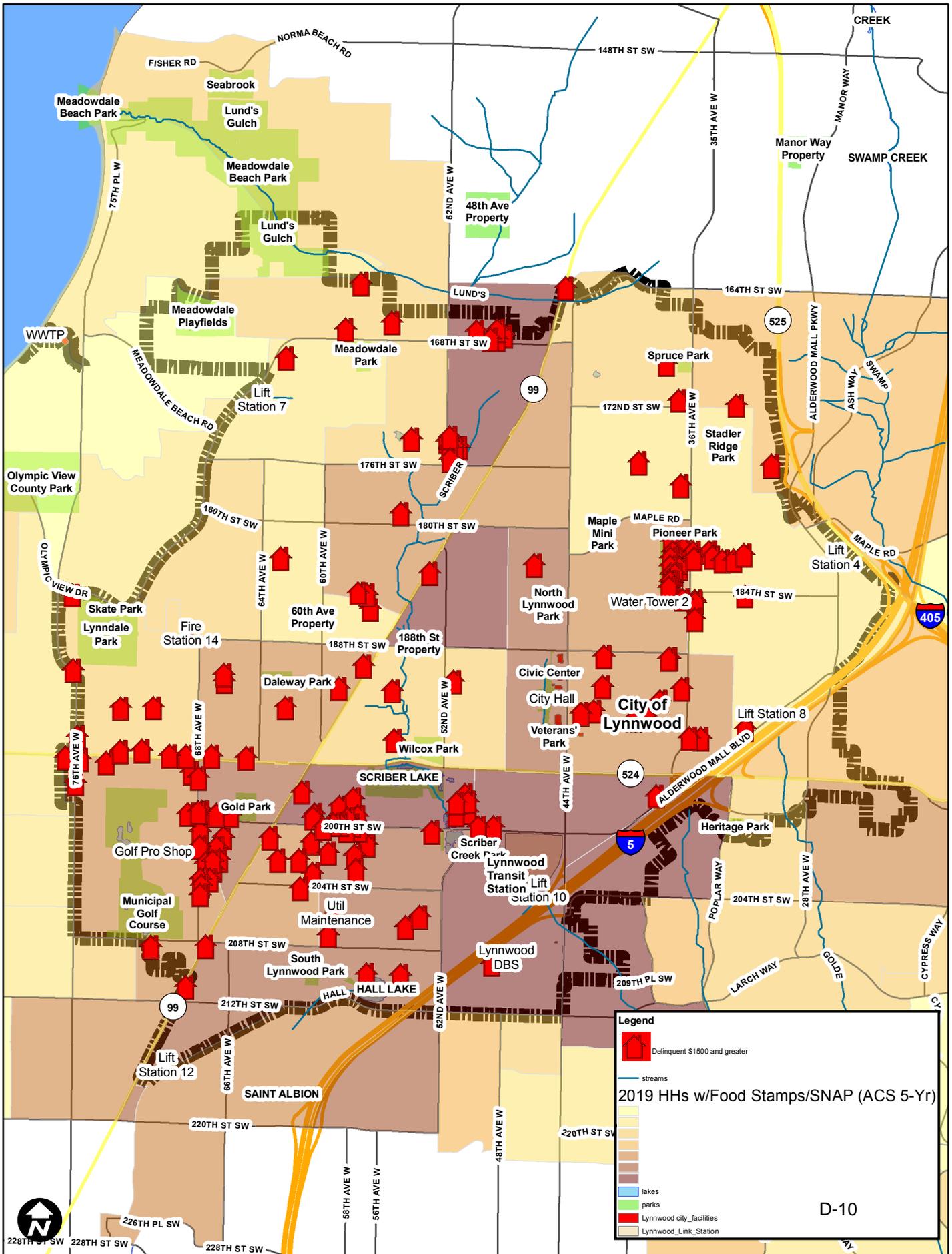
Lynnwood residential delinquent UB accounts owing \$1000 to \$1499 (124 accounts) as of 2/28/2021



Lynnwood residential delinquent UB accounts owing \$1000 to \$1499 (124 accounts) as of 2/28/2021



Lynnwood residential delinquent UB accounts owing \$1500 and greater (169 accounts) as of 2/28/2021



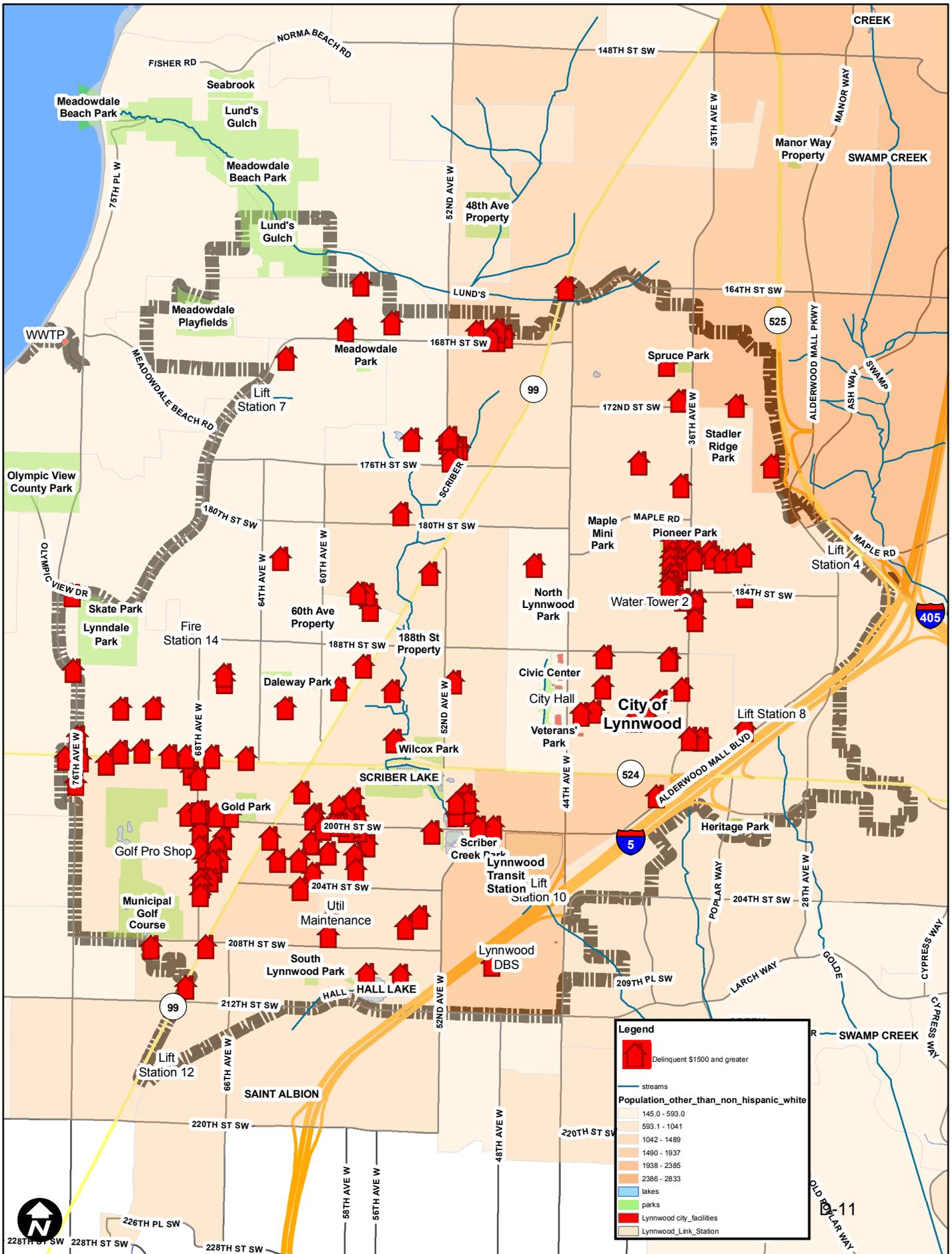
**Legend**

- Delinquent \$1500 and greater
- streams
- lakes
- parks
- Lynnwood city facilities
- Lynnwood\_Link\_Station

2019 HHs w/Food Stamps/SNAP (ACS 5-Yr)

D-10

Lynnwood residential delinquent UB accounts owing \$1500 and greater (169 accounts) as of 2/28/2021



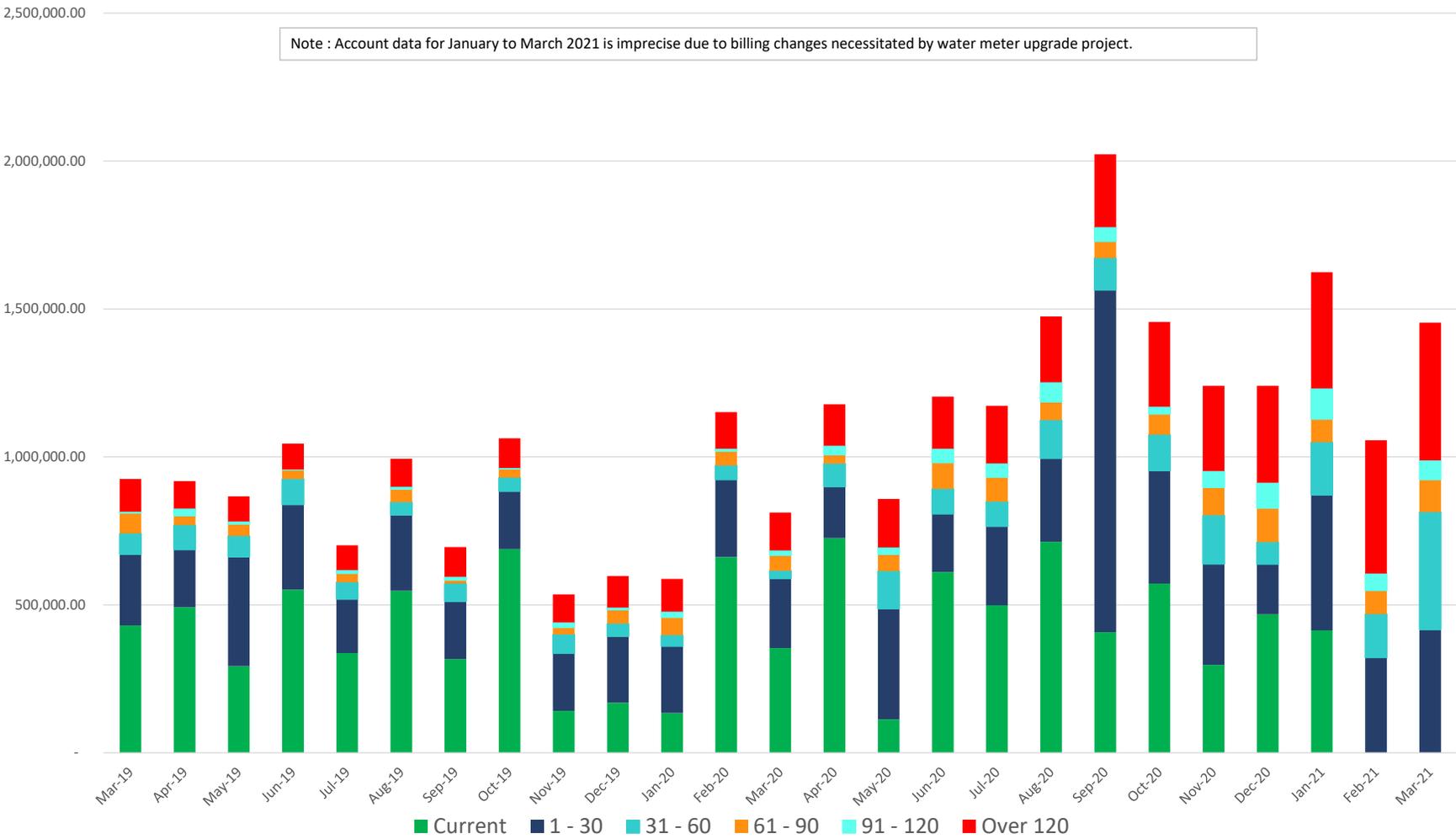
## City of Lynnwood Utility Account Aging March 31, 2021

Number of Accounts With Past-Due Balance By Time	Residential	Commercial	Total
No Past Due Balance	-	-	-
1-30 Days Past Due	945	378	1,323
31-60 Days Past Due	1,125	305	1,430
61-90 Days Past Due	407	86	493
91-120 Days Past Due	182	65	247
More Than 120 Days Past Due	504	136	640
	<b>3,163</b>	<b>970</b>	<b>4,133</b>

Accounts With Past-Due Balance More than 120 Days	# of	% of	\$
Account Type	Accounts	Accounts	Amount
1 Single Family Residential	426	66.6	\$ 258,505
2 Residential Special Rate A, Prop. Tax (40% rate, 60% discount)	7	1.1	\$ 722
3 Residential Special Rate B (45%, rate, 55% discount)	1	0.2	\$ 193
4 Residential Special Rate C (50% rate, 50% discount)	0	0	\$ -
5 Residential Special Rate L, SNAP/Tanf (40% rate, 60% discount)	15	2.3	\$ 4,682
6 Mutli-Unit Complex (2-8 multifamily homes on 1 meter)	16	2.5	\$ 25,216
7 Multi-Unit Apartment (>8 multifamily homes on 1 meter)	39	6.1	\$ 176,803
8 Multi-Unit Condo (>10 condominiums on 1 meter)	0	0	\$ -
9 Multi-Unit MHP (mobile home park on 1 meter)	0	0	\$ -
10 Multi-Unit SPR (multifamily homes with individual meters)	0	0	\$ -
<b>Total Residential</b>	<b>504</b>	<b>78.8</b>	<b>\$ 466,121</b>
11 Commercial Business (Single commercial property on 1 meter)	11	13.9	\$ 236,641
12 Commercial Complex (>1 commercial businesses on 1 meter)	12	4.8	\$ 56,651
13 Government (government property/land use)	13	0.2	\$ 255
14 COL (City of Lynnwood property)	14	1.6	\$ 3,539
15 School (public or private school or college)	15	0.8	\$ 41,790
<b>Total Commercial</b>	<b>65</b>	<b>21.3</b>	<b>\$ 338,876</b>
<b>Total Residential &amp; Commercial</b>	<b>569</b>	<b>100.1</b>	<b>\$ 804,997</b>

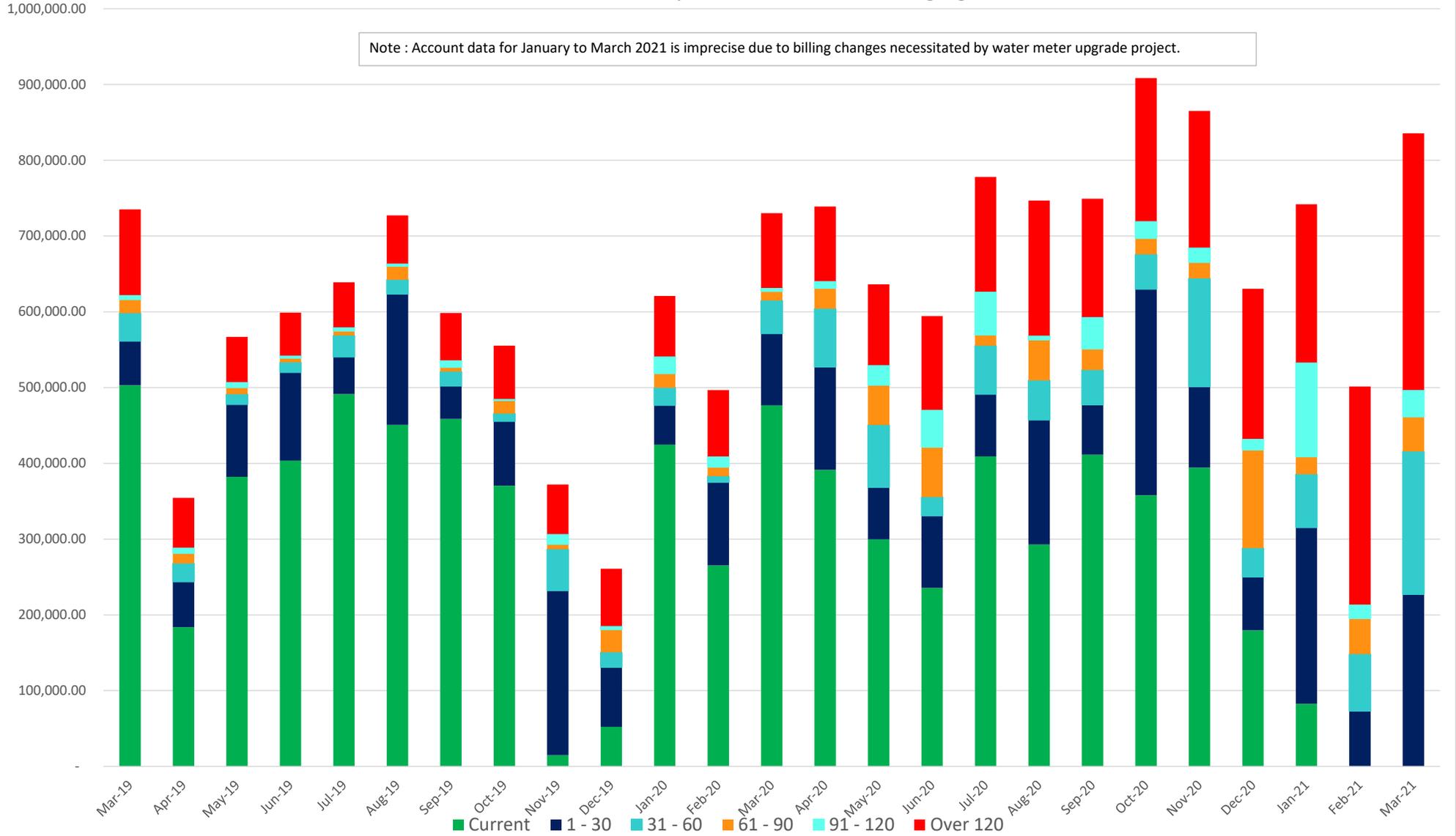
### Residential Utility Accounts Receivable Aging Feb. 28, 2021

Note : Account data for January to March 2021 is imprecise due to billing changes necessitated by water meter upgrade project.



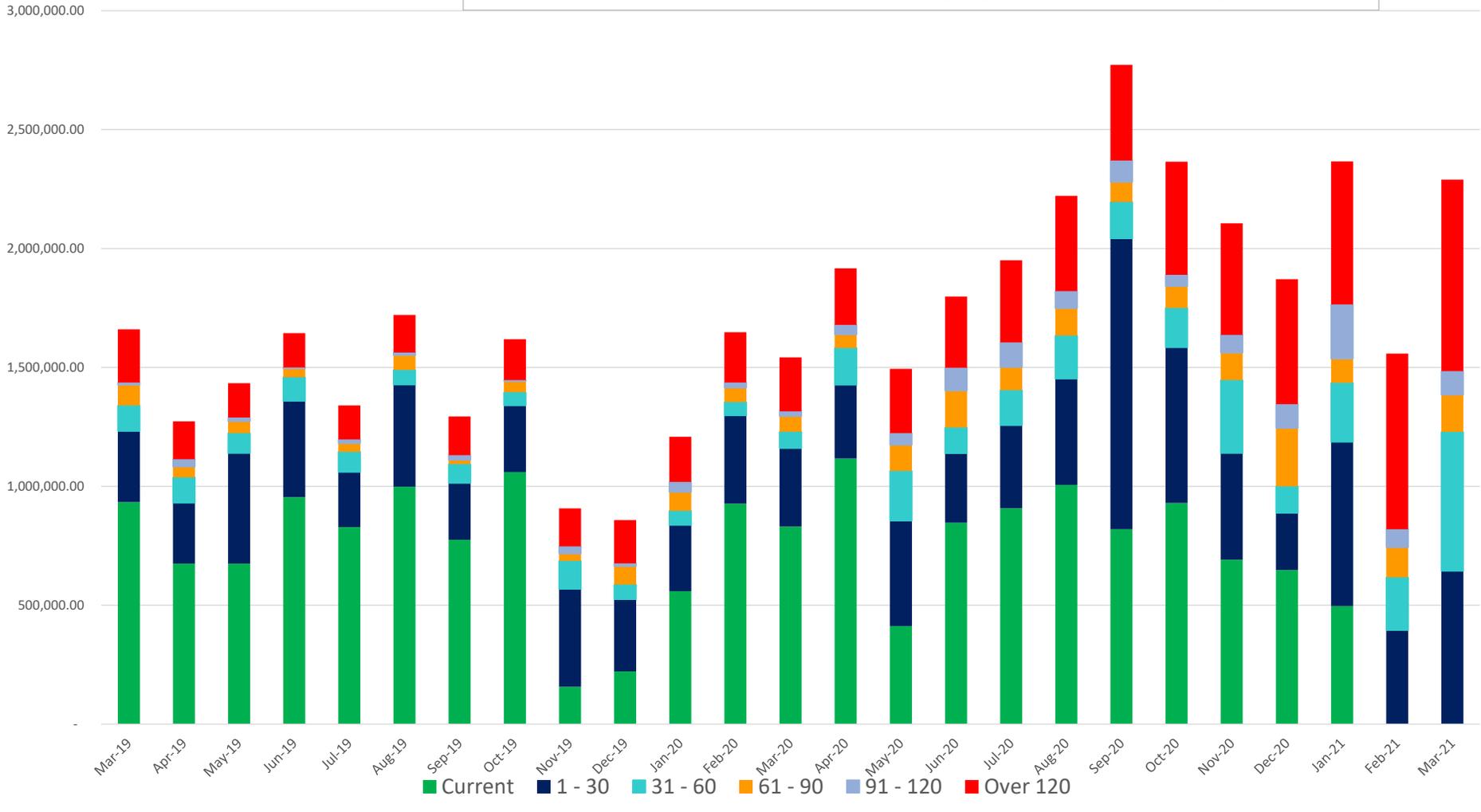
### Commercial Utility Accounts Receivable Aging Feb. 28, 2021

Note : Account data for January to March 2021 is imprecise due to billing changes necessitated by water meter upgrade project.



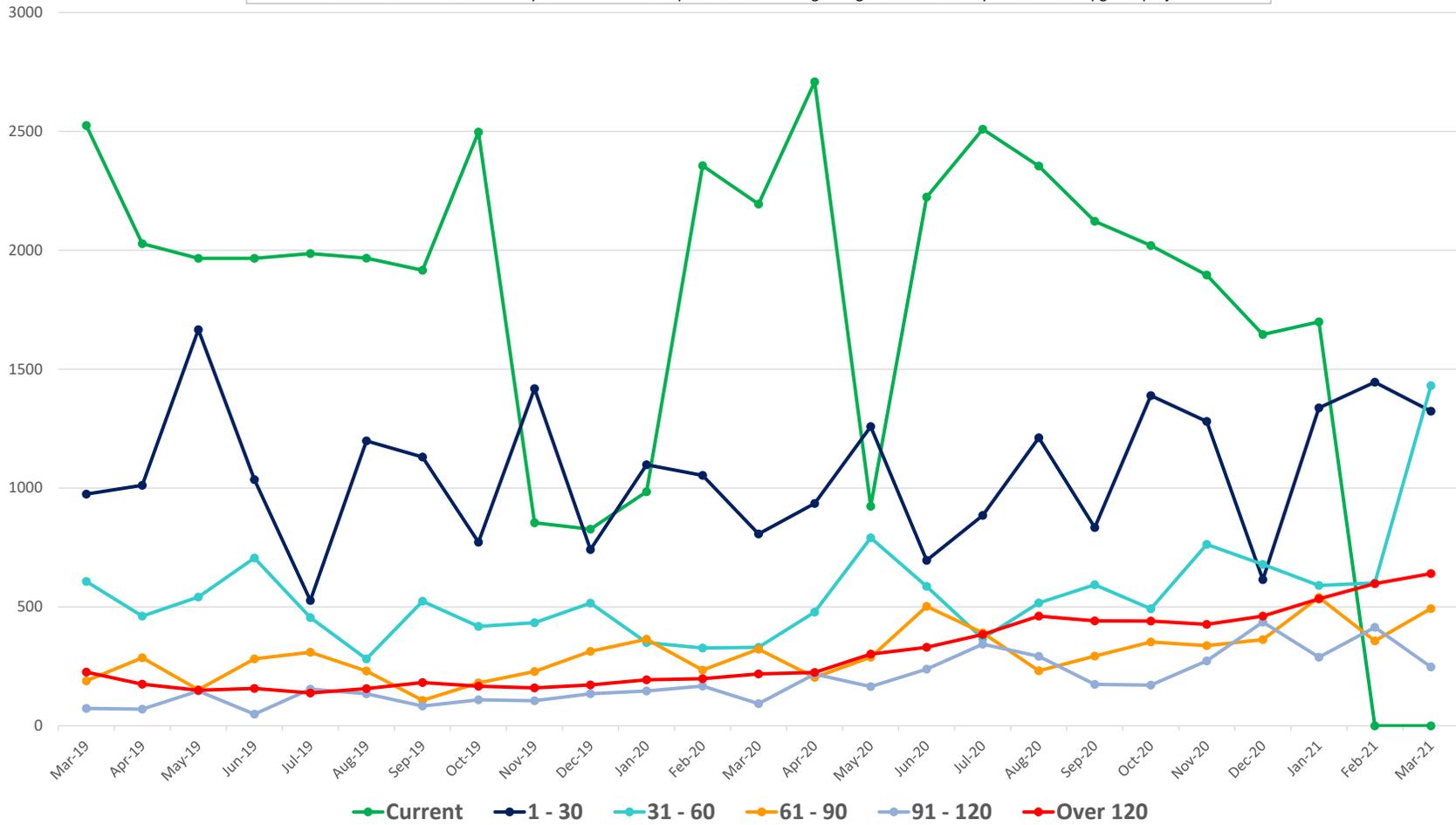
### Utility Accounts Receivable Aging, Residential & Commercial Feb. 28, 2021

Note : Account data for January to March 2021 is imprecise due to billing changes necessitated by water meter upgrade project.



### Number of Past Due Utility Accounts, Residential & Commercial Feb. 28, 2021

Note : Account data for January to March 2021 is imprecise due to billing changes necessitated by water meter upgrade project.



**CITY COUNCIL ITEM E**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Break

**DEPARTMENT CONTACT:** Leah Jensen, Executive Assistant

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

**CITY COUNCIL ITEM F**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Mayor Comments and Questions

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

No Attachments Available

**CITY COUNCIL ITEM G**

**CITY OF LYNNWOOD  
Executive**

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**TITLE:** Council Comments

**DEPARTMENT CONTACT:** Leah Jensen, Executive Assistant

**DOCUMENT ATTACHMENTS**

**Description:**

**Type:**

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No Attachments Available

# CITY COUNCIL ITEM H

## CITY OF LYNNWOOD Executive

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**TITLE:** Executive Session, If Needed

**DEPARTMENT CONTACT:** Leah Jensen, Executive Assistant

### DOCUMENT ATTACHMENTS

**Description:**

**Type:**

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No Attachments Available

# CITY COUNCIL ITEM M-1

## CITY OF LYNNWOOD Economic Development

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**TITLE:** Agreement: Lynnwood 40th Multiple-Unit Housing Property Tax Exemption

**DEPARTMENT CONTACT:** Karl Almgren, City Center Program Manager

### **SUMMARY:**

On February 17, 2021, the City Council was briefed on the Lynnwood 40<sup>th</sup> project and the Multiple-Unit Housing Property Tax Exemption (MFTE) agreement. Attached to this memorandum are the agreement and background materials previously provided to the Council.

The proposed agreement provides for a twelve year property tax exemption on the value of the constructed improvements, and requires that 72 units (20% of total) be restricted for tenants with low and moderate incomes for a period of 12 years.

The project has been submitted to the City for permit approval and continues to advance in the permitting process. Staff is currently reviewing the project design review application (PDR), environmental review (SEPA), and building permits. Staff is recommending approval of the MFTE agreement subject to PDR and SEPA approval.

The City Attorney has reviewed and approved the proposed agreement.

During the Council briefing on February 17, 2021, parking demand was discussed. The Applicant has provided a letter identifying their parking program offered to the residents supporting multimodal transportation. The letter is provided as an attachment to this memo.

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

Should the City approve the application for Multiple-Unit Housing Property Tax Exemption at Lynnwood 40<sup>th</sup>?

### **ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City an MFTE Agreement with Lynnwood 40th for the twelve year tax exemption program subject to PDR and SEPA approval.

### **BACKGROUND:**

Attached to this memo is the proposed agreement and background materials discussing the project and the MFTE program.

### **PREVIOUS COUNCIL ACTIONS:**

On February 17, 2021, the City Council received a briefing on the project and the MFTE Agreement.

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

This project addresses Lynnwood's Community Vision by developing a vibrant City Center which encourages a broad business base in sector, size and related employment; promotes high quality development; and promotes Lynnwood as an affordable place to live, work, and play. The proposal addresses Lynnwood's Strategic Plan priorities: Priority 1 - Fulfill the community vision for the City Center and Lynnwood Link light rail; Priority 2 – Ensure financial stability and economic success.

## ADMINISTRATION RECOMMENDATION:

Review agreement for action on May 24, 2021.

## DOCUMENT ATTACHMENTS

Description:	Type:
<a href="#">Attachment 1 - Staff Memo dated May 10, 2021</a>	Backup Material
<a href="#">Attachment 2b - Draft MFTE Agreement (2 of 2)</a>	Backup Material
<a href="#">Attachment 3 - Applicant Letter</a>	Backup Material

## MEMORANDUM

**Date:** May 10, 2021

**To:** Mayor Smith and City Council

**From:** Karl Almgren, City Center Program Manager

**Subject:** Lynnwood 40<sup>th</sup> MFTE Agreement

Background:

The proposal is for construction of two 8-story multifamily mixed-use buildings (1 story ground floor retail and 7 stories of residential) in the City Center zone. The buildings will replace a strip mall at 19820 40<sup>th</sup> Ave W (across from Dania Furniture). The north side of the property will face the designated pedestrian promenade street (198<sup>th</sup>).

The two 8-story buildings will house two ground floor commercial spaces, two ground floor residential lobbies, and a partially underground parking structure for 265 vehicles. Upper stories will hold 359 dwelling units. The buildings will enclose a large ground floor courtyard and the top of the parking structure will be a green roof with additional park-like amenities for residents. This project will construct street frontage improvements on 40<sup>th</sup> Avenue West and 198<sup>th</sup> Street SW including sidewalks, pedestrian amenities, and on-street parking located on 198<sup>th</sup> Street SW.

Lynnwood 40<sup>th</sup> is seeking to use the MFTE for a period of 12 years which requires setting aside a minimum of 20% of the units for low and moderate incomes. These income levels are defined by the State's program as:

"Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.

"Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.

Lynnwood Multiple-Unit Housing Property Tax Exemption

The City of Lynnwood adopted the MFTE Program in 2007 to enact Washington State Legislation supporting the construction of multifamily housing. This tax exemption is an ad valorem exemption. Ad valorem limits the amount of new taxes assessed to the value of new housing construction and not commercial spaces. This program was adopted by

the Council to encourage housing and redevelopment of the City Center. The program is codified in LMC 3.82.

In 2021, the State Legislature passed SB 5287 amending the MFTE program. On May 3<sup>rd</sup>, Governor Inslee signed the bill in to law effect July 25<sup>th</sup>. The revisions include the creation of a 20-year program and relocation assistance. The City may pass future legislation to enact these changes. The Lynnwood 40<sup>th</sup> application is under the current regulations of the Lynnwood MFTE Program and is not eligible at this time for programs offered in SB 5287.

#### Previous Council Action

On May 29, 2007, the City Council adopted Ordinance 2681 establishing the MFTE Program to encourage housing and redevelopment in the City Center. This initial adoption included an expiration of the program on December 31, 2012 as well as a requirement that 50% of the units have permanent residential ownership occupancy.

On September 25, 2012, the City Council adopted Ordinance 2961 removing the termination date of the program and the mandate that 50% of the units have permanent residential ownership occupancy.

On March 9, 2015, the City Council adopted Ordinance 3112 which removed the annual April 1<sup>st</sup> application deadline to improve the feasibility and efficiency of the application process.

On February 17, 2021, the City Council was briefed on the Lynnwood 40<sup>th</sup> project and MFTE application.

#### Recommendation

Per LMC 3.82, a recommendation must accompany the proposed agreement. City Staff recommends approval of the Lynnwood 40<sup>th</sup> MFTE Agreement subject to PDR and SEPA approval.

# VIEW FROM 198TH ST. SW (NW CORNER)

CLARK  
BARNES



# VIEW FROM 198TH ST. SW AND 40TH AVE W (NE CORNER)

CLARK  
BARNES



# VIEW FROM 40TH AVE W (SE CORNER)

CLARK  
BARNES



# VIEW FROM 198TH ST. SW (COURTYARD PASSAGEWAY)

CLARK  
BARNES



# VIEW PARKING GARAGE ROOF (AMENITY LAWN)



# OVERALL VIEW OF INTERIOR COURTYARD



# INTERIOR COURTYARD



1  
2  
3  
4

**EXHIBIT C**  
**[Multi-Housing Tax Exemption Application]**

DRAFT

**CITY OF LYNNWOOD APPLICATION FOR TAX EXEMPTION ON MULTIPLE UNIT DWELLINGS WITHIN A DESIGNATED RESIDENTIAL TARGET AREA (see attached map)  
(Pursuant to Chapter 84.14 RCW and Chapter 3.82 LMC)**

Name of Applicant:  
Opportunity Zone  
Development LLC

Date: 09/15/2020

Email:  
nick@onetrent.com

Phone Number: 206-795-8343

## Program Requirements

Projects must meet the provisions of LMC 3.82, Lynnwood Ordinance 2681 (established pursuant to RCW 84.14) and the following criteria for special valuation on multi-unit residential property:

1. Be located within the City Center Plan target area boundary as designated by the City for the tax exemption, and be in compliance of the design and development standards within the City Center Plan.
2. Not displace any existing residential tenants from the property proposed for development.
3. Be a multiple-unit residential or mixed-use project which provides at least 50 newly constructed units or 20 additional dwelling units added to existing occupied multiple-housing units.
4. At least 100% of the proposed multiple-unit housing units must be constructed to standards established for condominium construction, and 50% of said units must be provided for ownership occupancy.
5. Be completed within three years from the date of approval of the application.
6. Be designed to comply with all building codes, zoning and other applicable regulations.
7. Provide all required parking spaces on-site.
8. Be designed to meet the LEED™ Silver Standard as established by the U.S. Green Building Council (USGBC).
9. Not result in the demolition of properties that are listed on the City of Lynnwood's historic register.

Applicant must sign a contract with the city agreeing to conditions of project development.

### PROGRAM REQUIREMENTS

Projects must meet the provisions of LMC 3.82, Lynnwood Ordinance 2681 (established pursuant to RCW 84.14) and the following criteria for special valuation on multi-unit residential property:

1. Be located within the City Center Plan target area boundary as designated by the City for the tax exemption, and be in compliance of the design and development standards within the City Center Plan.
2. Not displace any existing residential tenants from the property proposed for development.
3. Be a multiple-unit residential or mixed-use project which provides at least 50 newly constructed units or 20 additional dwelling units added to existing occupied multiple-housing units.
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5. Be completed within three years from the date of approval of the application.
6. Be designed to comply with all building codes, zoning and other applicable regulations.
7. Provide all required parking spaces on-site.
8. Be designed to meet the LEED™ Silver Standard as established by the U.S. Green Building Council (USGBC).
9. Not result in the demolition of properties that are listed on the City of Lynnwood's historic register.

Applicant must sign a contract with the city agreeing to conditions of project development.

**Note: Assessor may require owners to submit pertinent data regarding the use of classified land.**

**PROJECT INFORMATION**

(Additional information may be attached if necessary, or as required)

**Applicant Interest in Property:**

Fee Simple    Contractor Purchaser    Other (describe)

**County Assessor's Parcel Account Number:**

\_\_00372600701310\_\_

**Legal**

Description \_\_Attached\_\_

**Brief Written Description of the Project:** \_The proposed building will have 359 multi-family residential units with 265 parking stalls and 9,922sf of ground floor commercial retail.

**New Construction:** YES  NO    **Rehabilitation of Existing Units:** YES  NO

**Number of Units:** New \_\_\_\_\_ Existing Empty \_\_0\_\_ Existing Occupied \_\_0\_\_

**Number of Units for which you are applying for this exemption:** \_\_359\_\_

**If existing units are vacant:**

Date last occupied: \_\_n/a\_\_

Affidavit of Vacancy: \_\_n/a\_\_

*(For City Use) Building is not in compliance with the City's Minimum Housing Code* \_\_\_\_\_

**Required Preliminary Plans are attached:**   Site Plan \_\_attached\_\_ Floor  
attachedPlan \_\_\_\_\_

**Describe building use and square feet intended for each use:** \_\_359 multi-family residential units(272,698sf) with 265 parking stalls and 9,922sf of ground floor commercial retail.

# Multiple Unit Housing Tax Exemption Program Requirements

**Projected Cost of New Construction / Rehabilitation:**

\$ 40M

**Source of Cost Estimate:** Extrapolating cost from other similar projects  
**built** \_\_\_\_\_

—

**Expected Date to Start Project:** 6/1/2021 **Expected Date to Complete Project:**  
12/1/2023



**AGREEMENT BETWEEN CITY AND APPLICANT**

Upon approval of the application, the applicant and the City enter into an agreement to be approved by City Council under which the applicant has agreed to the implementation of the development on terms and conditions satisfactory to the City Council. (LMC 1.37 and RCW 36.70B)

**CONDITIONAL CERTIFICATE**

The City may issue a Conditional Certificate of Acceptance of Tax Exemption, based on the information provided by the Applicant. The Conditional Certificate will be effective for not more than three (3) years, but may be extended for an additional 24 months under certain circumstances. The city will issue a Final Certificate of Tax Exemption upon completion of the project, satisfactory fulfillment of all contract terms, a final inspection, and issuance of a Certificate of Occupancy.

**STATEMENT OF ADDITIONAL TAX, INTEREST, AND PENALTY  
DUE UPON CANCELLATION OF  
MULTIPLE-FAMILY HOUSING EXEMPTION**

If the exemption is canceled for noncompliance or the project ceases to be eligible under Ordinance #2681, pursuant to RCW 84.14, an additional tax shall be imposed as follows:

- A. The difference between the tax actually paid and the tax which would have been due for the prorated portion of the tax year following cancellation, and for each tax year thereafter, if the improvements had been valued without exemption, (not to exceed three years before the discovery of the noncompliance); plus
- B. A penalty of 20 percent of the difference, plus
- C. Interest at the statutory rate on (a) ÷ (b) from the date tax could have been paid without penalty if the improvements had been assessed at a value without regard to the exemption.

The additional tax, interest and penalty (a) ÷ (b) ÷ (c) are due within the times provided by RCW 84.40.350-84.40.390, and the total bears interest thereafter at the rate provided for delinquent property taxes.

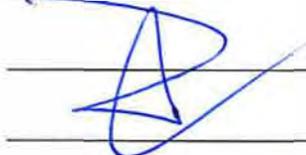
The additional tax, penalty and interest constitute a lien by the City of Lynnwood upon the land which attaches at the time the property is no longer eligible for exemption, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

**AFFIRMATION**

As owner(s) of the land described in the application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption authorized by chapter 84.14 RCW, 1995 laws of Washington is canceled. I declare under penalty of perjury under the laws of the state of Washington that this application and any accompanying document have been examined by me and that they are true, correct, and complete to the best of my knowledge.

Signed at Seattle, Washington, this 15<sup>th</sup> day of September, 2020

Signature(s) of all Owner(s) and contract Purchaser(s)

  
\_\_\_\_\_

PROJECT INFORMATION

**PROJECT LOCATION** 1802 40TH AVE WEST  
LYNNWOOD, WA 98036-6733

**PARCEL NUMBER** 0037400701310

**LEGAL DESCRIPTION** THAT PORTION OF LOTS 1J AND 1K, BLOCK 7, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9109 PLAT 8, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BE SUBMITTED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF 18TH STREET SW AND 40TH AVENUE WEST, AND SAID CORNER BE 1/2 ANCHER BY 66.65 TO THE CITY OF LYNNWOOD RECORDED UNDER RECORD NUMBER 200025, 217576 AND 217578; THENCE NORTH 89.200° WEST ALONG THE SOUTH LINE OF 18TH STREET 308.99 FEET TO THE WEST LINE OF SAID LOT 14; THENCE SOUTH 01° 02' WEST ALONG SAID WEST LINE 350 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89° 02' 00" EAST 308.95 FEET TO THE WEST LINE OF 40TH AVENUE; THENCE NORTH 01° 02' 00" EAST ALONG SAID WEST LINE 350 FEET TO THE POINT OF BEGINNING, SITUATE IN THE CITY OF LYNNWOOD, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**DESCRIPTION OF WORKS** THE PROJECT INCLUDES THE DEMOLITION OF A 1 STORY COMMERCIAL BUILDING AND THE CONSTRUCTION OF TWO 8 STORY MIXED USE STRUCTURES AT THE CORNER OF 18TH STREET SW AND 40TH AVENUE W IN LYNNWOOD, WA. THE BUILDINGS INCLUDE 7 LEVELS OF RESIDENTIAL ABOVE GROUND FLOOR COMMERCIAL AND 10 WOODS UNITS. A PARKING STRUCTURE IS PARTIALLY TUCKER UNDER BUILDING B AND ACCESSED OFF OF 40TH AVE W. THE STRUCTURES WILL CONTAIN 350 DWELLING UNITS AND PARKING STALLS FOR 245 VEHICLES.

**APPLICABLE CODES** LYNNWOOD MUNICIPAL CODE (LMC)  
2015 INTERNATIONAL BUILDING CODE (IBC) WITH WA STATE AMENDMENTS  
2015 WASHINGTON STATE ELECTRICAL CODE (WSEEC) COMMERCIAL  
2015 INTERNATIONAL MECHANICAL CODE (IMC) WITH WA STATE AMENDMENTS  
2015 UNIFORM PLUMBING CODE (UPC) WITH WA STATE AMENDMENTS  
2017 NATIONAL ELECTRICAL CODE (NEC)  
2015 INTERNATIONAL FIRE CODE (IFC) WITH WA STATE AMENDMENTS

**SITE AREA** 2.44 ACRES (166,333 SF)

**ZONE** CC-C (CITY CENTER CODE)

**SEPARATE PERMITS** DEMOLITION  
MECHANICAL  
ELECTRICAL  
PLUMBING  
FIRE SPRINKLER  
FIRE ALARM  
ELEVATOR  
STAIRWAY PRESSURIZATION  
TENANT IMPROVEMENT  
SIGNAGE  
SEFP

**REFERENCE REPORTS** GEOTECH REPORT - JAN 19/21 - 82719  
TRAFFIC REPORT

**LYNNWOOD APPLICATIONS** IFC APPLICATION MEETING - 2/16/23

LYNNWOOD 40TH

1820 40TH AVENUE WEST  
LYNNWOOD, WA 98036



PROJECT TEAM

**OWNER:** OPPORTUNITY ZONE DEVELOPMENT LLC  
C/O TRENT DEVELOPMENT  
420 FIFTH AVENUE, SUITE 2200  
SEATTLE, WA 98101  
PH: (206) 234-6541  
PH: (206) 234-6541  
CONTACT: TRENT MUMFORD  
EMAIL: TRENT@ONE.TRENT.COM

**ARCHITECT:** CLARK BARNES  
1401 WEST LANFIELD STREET  
SEATTLE, WA 98119  
PH: (206) 742-9208  
FAX: (206) 742-7818  
CONTACT: LAUREN CARREL  
EMAIL: LAUREN@CLARKBARNES.COM

**CIVIL ENGINEER:** HAN ENGINEERING  
15325 138th Ave W, Suite A108  
LYNNWOOD, WA 98037  
PH: (425) 878-8969  
CONTACT: ROB L. LONG, PE  
EMAIL: ROB.L@HANENGINEERING.COM

**STRUCTURAL:** DCI ENGINEERS  
2309 E MADISON STREET  
SEATTLE, WA 98112  
PH: (206) 787-8910  
CONTACT: DANIELLE JACOBIS, PE, SE  
EMAIL: djacobis@dciegn.com

**LANDSCAPE:** WEDMAN DESIGN GROUP  
2309 E MADISON STREET  
SEATTLE, WA 98112  
PH: (206) 742-1722  
CONTACT: ANDY NASMUSSEN, ASLA  
EMAIL: ANDY@WEDMG.COM

**GEOTECHNICAL:** GEOTECH CONSULTANTS, INC.  
2401 10TH AVE E  
SEATTLE, WA 98102  
PH: (425) 747-5618  
CONTACT: ADAM S. SKOYER  
EMAIL: ADAM@GEOCONSULTANTS.COM

**TRAFFIC:** GIBSON TRAFFIC CONSULTANTS INC  
2813 ROCKEFELLER AVENUE SUITE B  
EVERETT, WA 98201  
PH: 425-324-6666  
FAX: 425-258-2922  
CONTACT: MATTHEW PALMER, P.E.  
EMAIL: MATTHEW@GIBSONTRAFFIC.COM

**LIGHTING:** WINDSOR ENGINEERS  
VANCOUVER, WA 98661  
PH: 360-353-0622  
CONTACT: SEAH WANTAJA, BIT  
EMAIL: SWANTAJA@WINDSORENGINEERS.COM

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GENERAL:	PROJECT INFORMATION
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A2 04	SOUTH AND EAST ELEVATIONS - BLOCK B
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A2 06	SOUTH AND EAST ELEVATIONS - BLOCK A
A2 07	NORTH AND WEST ELEVATIONS - BLOCK B
A2 08	SOUTH AND EAST ELEVATIONS - BLOCK B
A3 01	BUILDING SECTIONS
A3 02	BUILDING SECTIONS

VICINITY MAP



SYMBOLS

	ELEVATION INDICATOR		INTERIOR ELEVATION INDICATOR		FLOOR/CEILING TYPE TAG
	BUILDING SECTION INDICATOR		PLAN KEYNOTE		ROOM NUMBER
	WALL SECTION INDICATOR		DOOR TAG		WALL TYPE TAG
	DETAIL OR ENLARGED PLAN INDICATOR		UNIT DOOR TAG		WINDOW ELEVATION
	FIRE EXTINGUISHER IN CABINET		WINDOW TAG		ACCESSIBLE PARKING STALL
	WALL OR CLG MOUNTED EXIT SIGN		CEILING HEIGHT INDICATOR		NO PARKING ZONE
	CLG MTD DIRECTIONAL EXIT SIGN VISIBLE FROM BOTH SIDES, AS REQ'D				

CLARK BARNES  
1401 WEST LANFIELD STREET  
SEATTLE, WASHINGTON 98119  
TEL: (206) 742-7818

LYNNWOOD 40TH  
1820 40TH AVE WEST  
LYNNWOOD, WA 98036

DATE: 07/19/23  
JOB NO: 23-001  
REVISIONS:  
NO. DATE DESCRIPTION

ISSUED FOR PERMIT

PROJECT INFORMATION

CS1

## Narrative Statement

The subject property is in the City Center Plan target area. The new Development will add 359 new multi-family residential units without displacing any existing tenants. The building is designed to comply with all local and building codes and has ample on-site parking. We have thoughtfully designed the building to enhance the community for generations and look forward to being part of the Lynnwood community.

1  
2  
3

**EXHIBIT D**  
**[Condominium Construction Quality Example Images]**

DRAFT

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CLARK  
BARNES

MAY 10, 2021

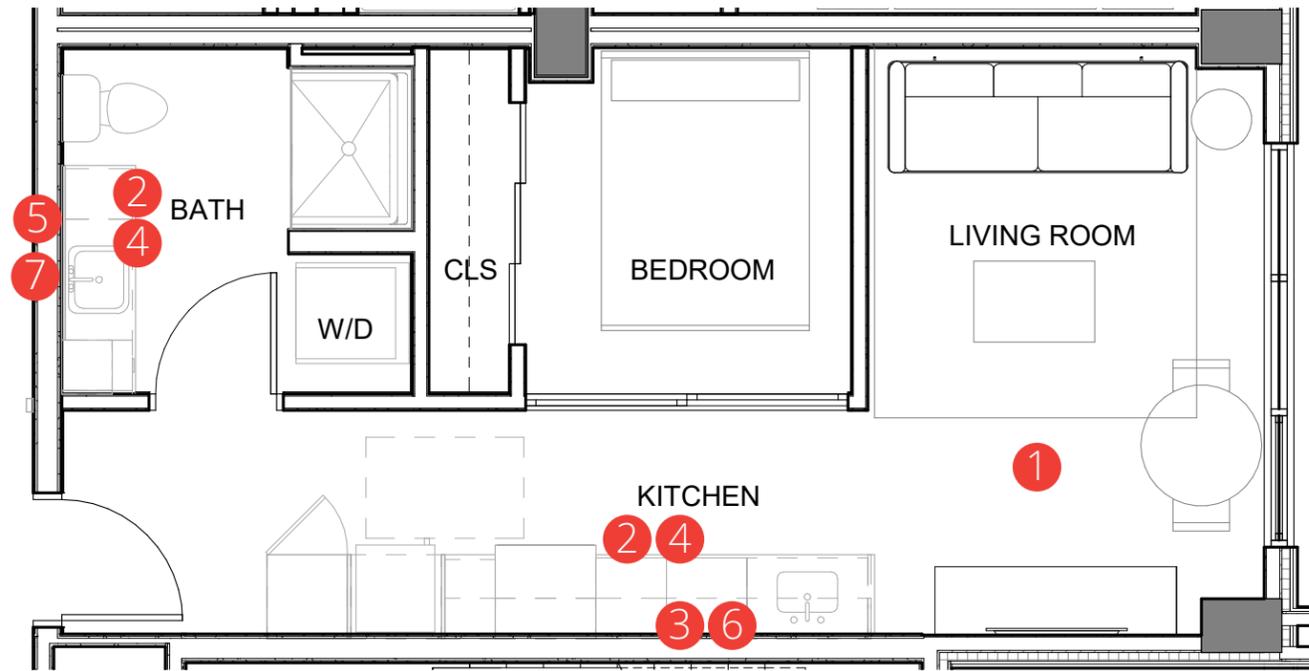
# LYNNWOOD INTERIOR DESIGN DEVELOPMENT: UNITS

19820 40th Ave W, Lynnwood, WA

# UNITS | TYPICAL UNIT: SCHEME 1

LEVELS 1-3, 5, 7

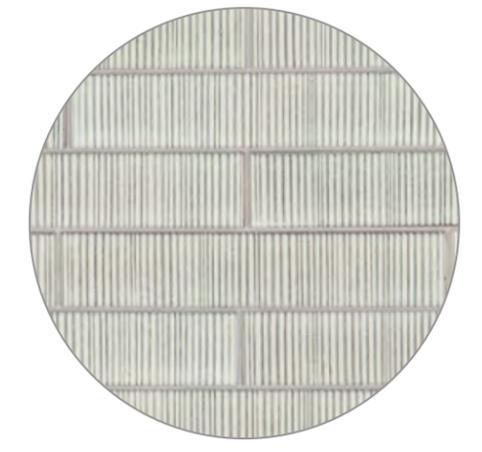
CLARK  
BARNES



1 Flooring  
(Levels 1-3)



2 Casework



3 Backsplash Tile



1 Flooring  
(Levels 5, 7)



4 Solid Surface  
Counter



5 Bath Faucet



6 Kitchen Faucet



7 Vanity Light

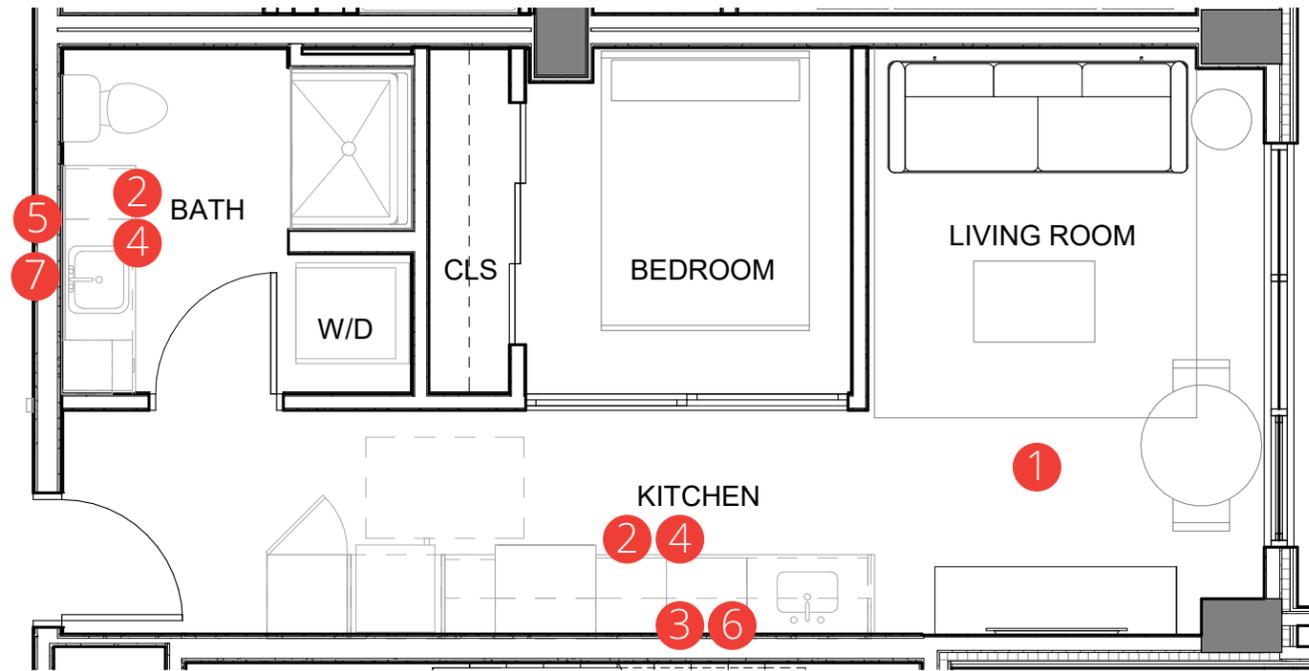


8 Kitchen Pendant  
(at peninsula  
and islands only)

# UNITS | TYPICAL UNIT: SCHEME 2

LEVELS 4, 6, 8

CLARK  
BARNES



1 Flooring  
(Levels 4, 6, 8)



2 Casework



3 Backsplash Tile



4 Solid Surface  
Counter



5 Bath Faucet



6 Kitchen Faucet



7 Vanity Light



8 Kitchen Pendant  
(at peninsula  
and islands only)

1  
2  
3  
4

**EXHIBIT E**  
**[LEED Silver Qualification Checklist]**

DRAFT



# LEED v4 for BD+C: New Construction and Major Renovation

## Project Checklist

Project Name: **Lynnwood 40th**  
 Date: **02/09/21 - DRAFT**

Y ? N

Y	?	N	Credit	Integrative Process	1
---	---	---	--------	---------------------	---

14	0	0	Location and Transportation		16
Y			Credit	LEED for Neighborhood Development Location	16
1			Credit	Sensitive Land Protection	1
2			Credit	High Priority Site	2
3			Credit	Surrounding Density and Diverse Uses	5
5			Credit	Access to Quality Transit	5
1			Credit	Bicycle Facilities	1
1			Credit	Reduced Parking Footprint	1
1			Credit	Green Vehicles	1

5	0	0	Sustainable Sites		10
Y			Prereq	Construction Activity Pollution Prevention	Required
1			Credit	Site Assessment	1
			Credit	Site Development - Protect or Restore Habitat	2
1			Credit	Open Space	1
			Credit	Rainwater Management	3
2			Credit	Heat Island Reduction	2
1			Credit	Light Pollution Reduction	1

3	0	0	Water Efficiency		11
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
			Credit	Outdoor Water Use Reduction	2
2			Credit	Indoor Water Use Reduction	6
			Credit	Cooling Tower Water Use	2
1			Credit	Water Metering	1

10	0	0	Energy and Atmosphere		33
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required
3			Credit	Enhanced Commissioning	6
6			Credit	Optimize Energy Performance	18
1			Credit	Advanced Energy Metering	1
			Credit	Demand Response	2
			Credit	Renewable Energy Production	3
			Credit	Enhanced Refrigerant Management	1
			Credit	Green Power and Carbon Offsets	2

5	0	0	Materials and Resources		13
Y			Prereq	Storage and Collection of Recyclables	Required
Y			Prereq	Construction and Demolition Waste Management Planning	Required
2			Credit	Building Life-Cycle Impact Reduction	5
1			Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
			Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
1			Credit	Building Product Disclosure and Optimization - Material Ingredients	2
1			Credit	Construction and Demolition Waste Management	2

10	0	0	Indoor Environmental Quality		16
Y			Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
1			Credit	Enhanced Indoor Air Quality Strategies	2
1			Credit	Low-Emitting Materials	3
1			Credit	Construction Indoor Air Quality Management Plan	1
1			Credit	Indoor Air Quality Assessment	2
1			Credit	Thermal Comfort	1
2			Credit	Interior Lighting	2
1			Credit	Daylight	3
1			Credit	Quality Views	1
1			Credit	Acoustic Performance	1

3	0	0	Innovation		6
2			Credit	Innovation	5
1			Credit	LEED Accredited Professional	1

0	0	0	Regional Priority		4
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1

<b>50</b>	<b>0</b>	<b>0</b>	<b>TOTALS</b>	Possible Points:	<b>110</b>
-----------	----------	----------	---------------	------------------	------------

**Certified:** 40 to 49 points, **Silver:** 50 to 59 points, **Gold:** 60 to 79 points, **Platinum:** 80 to 110

May 10, 2021

**Karl Almgren, AICCP**  
City Center Program Manager  
City of Lynnwood Development & Development Services  
20816 44<sup>th</sup> Ave W, Suite 230  
Lynnwood, WA 98036  
425.670.5041

**clarkbarnes.com**  
1401 W Garfield Street  
Seattle, WA 98119

**RE: Lynnwood 40<sup>th</sup> MFTE – Parking**

Karl,

We commend the City of Lynnwood's forward thinking in the development and implementation of the Comprehensive Plan for the City Center. The City Center will soon transform from an auto-oriented landscape filled with strip malls surrounded by large asphalt parking lots into a distinct district containing parks, multi-use buildings, pedestrian connections, and neighborhood centers. The Ember Apartments project at 19820 40<sup>th</sup> Avenue West hopes to serve as a catalyst for other projects and as an example of a successful implementation of the City of Lynnwood's vision.

At the February 17<sup>th</sup>, 2021 meeting, there were concerns voiced by City Council members regarding the amount of parking in the project. We present the following reasons for our confidence in the number of stalls provided.

Ember Apartments, being located within the City Center, offers a variety of transportation options to its users. The project is within walking distance (1/2 mile) to the Lynnwood Transit Center, which will soon host the Lynnwood Link Extension light rail station (2024) connecting Lynnwood to Seattle and SeaTac Airport to the south. Community Transit bus stops are located half a block to the south along Alderwood Mall Boulevard. These stops host several bus lines that connect to Edmonds, Mukilteo, and other local communities.

Bike lanes along 40<sup>th</sup> Avenue W. connect the project to the Interurban Trail, a paved bike trail that extends from Everett to Seattle. We are partnering with the City to enhance this bike lane with striping and bike signage to encourage resident as well as public use. With the popularity of electric bikes increasing, we see this proximity as highly desirable and are providing ample bike parking as well as bike repair and washing stations.

Lastly, a promenade (198<sup>th</sup> St. SW) abuts the project to the north, connecting new public spaces and parks via pedestrian connections with street focused activities along its route. This promenade will be adorned with planters, decorative streetlights, street furniture, and attractive paving, encouraging people to walk City Center and actively participate in the transformed urban environment.

We are committed to meeting the transportation needs of the residents in a variety of ways including providing new technology to assist. TransitScreen will offer residents with a menu of transportation options via lobby displays and mobile apps on their phones, so they can quickly ascertain the available alternatives (Bus, Light Rail, Uber, Lyft, Zipcar, etc.) with up-to-the-minute arrival and departure times, and choose the most efficient mode for each trip. This technology will enhance and coordinate transit information efficiently and effectively, allowing residents to connect to the plethora of transportation opportunities within the City Center.

The parking requirement for the City Center is half a stall per each dwelling unit and three stalls per 1,000 gross square feet of commercial area. We are providing 257 parking stalls within a structured parking lot, which is code compliant and exceeds the required parking amount by 49 stalls or 19%. Note

that this is without taking the 40% parking reduction for a residential and commercial shared parking facility.

King County's Right Size Parking tool, a resource we have found to be highly accurate, shows that proximity to light rail dramatically reduces demand for parking. The tool also suggests our project's parking ratio would more than meet the demand for a similar site served by existing Link stations, even outside the city's core.

Gradually reducing parking supply is an important step toward achieving Lynnwood's vision of a vibrant, pedestrian and bike-friendly City Center. From King County's Right Size Parking website, "Too much parking at residential properties correlates with more automobile ownership, more vehicle miles traveled, more congestion, and higher housing costs. In addition, excess parking presents barriers to smart growth and efficient transit service."

Regards,

*george schweikart*

George Schweikart, AIA, LEED AP  
CLARK | BARNES

## CITY COUNCIL ITEM M-2

### CITY OF LYNNWOOD Administrative Services

---

**TITLE:** Contract Amendment S Lynnwood Sub-Area Plan Consultant Services

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

**SUMMARY:**

The City requires consultant services in support of the South Lynnwood Sub-Area Plan project. BHC Consultants provides these services under contract to the City. The current contract will be increased by \$30,930.

**ACTION:**

Authorize the Mayor to execute contract amendment 3 with BHC Consultants for consulting services related to the South Lynnwood Sub-Area Plan project and establishing a new contract amount of \$212,047.

**BACKGROUND:**

The City of Lynnwood conducted a Request for Proposal solicitation process to establish a contract with BHC Consultants to perform public outreach, deliver an existing conditions survey and provide recommendations to the City related to the South Lynnwood Sub-Area Plan project. The pandemic has caused some delays and a shift in services using video calls, electronic surveys, and other online methods for community engagement. The scope of work requires adjustment to allow for the pandemic barriers.

Original Contract was approved in 2019 for \$175,000 and did not require council approval at that time. Amendment 1 approved in 2019, increased the contract total by \$6,117; Amendment 2 approved in 2020, extended the contract period to December 31, 2021.

**FUNDING:**

Funding for these services are included in the currently adopted biennium budget for Development & Business Services.

**ADMINISTRATION RECOMMENDATION:**

Approve.

**DOCUMENT ATTACHMENTS**

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

**Procurement Report**  
**Contract 3073, Amendment 3**  
**South Lynnwood Sub-Area Planning Consulting Services**

---

**Purpose of Contract:**

The City of Lynnwood has an existing contract with BHC Consultants to perform public outreach, deliver an existing conditions survey and provide recommendations to the City related to the South Lynnwood Sub-Area Plan project. The pandemic has caused some delays and a shift in services using video calls, electronic surveys, and other online methods for community engagement. The scope of work requires adjustment to allow for the pandemic barriers.

**Cost:**

The original contract amount was \$175,000. Amendment 1 increased the contract total by \$6,117. This proposed amendment will increase the contract total by \$30,930, establishing a new contract amount of \$212,047.

Amendment 2 extended the contract period to December 31, 2021.

**Advanced Planning:**

Procurement staff worked closely with Development & Business Services staff and the consultant to develop a contract amendment for the revised scope of work.

**Method of Procurement:**

N/A. This is a contract amendment to an existing contract.

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

One time Consultant Services contract.

**Term of Contract:**

Contract period is from May 28, 2019, through December 31, 2021.

**Solicitation:**

The original contract was established from a formal Request for Proposal solicitation process.

**Recommended Action:**

Approve contract amendment 3 with BHC Consultants for consulting services related to the South Lynnwood Sub-Area Plan project and establishing a new contract amount of \$212,047.

**Procurement Officer / Date:**

Ginny Meads, April 22, 2021

## CITY COUNCIL ITEM M-3

### CITY OF LYNNWOOD Administrative Services

---

**TITLE:** Lease Agreement Police Impound Lot

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

**SUMMARY:**

The City requires a secure storage facility for vehicle impounds. Edmonds College has a warehouse and yard facility and leases portions of this facility to the City. The previous lease is expiring, and a new lease agreement is required.

**ACTION:**

Authorize the Mayor to execute a five-year lease agreement with the State of Washington/Edmonds College for a police vehicle impound lot in the amount of \$402,000.

**BACKGROUND:**

The City of Lynnwood Police Department requires a secure location for vehicle impounds. Edmonds College has a building and yard facility and has leased space to the City for a number of years for this purpose. The current lease is expiring and the department desires to continue leasing this space.

**FUNDING:**

The funding for these services are included in the currently adopted biennium budget for the Police Department.

**ADMINISTRATION RECOMMENDATION:**

Approve

**DOCUMENT ATTACHMENTS**

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

**Procurement Report**  
**Contract 3359 – State of Washington/Edmonds College Lease**  
**Police Vehicle Impound Lot**

---

**Purpose of Contract:**

The City of Lynnwood Police Department requires a secure location for vehicle impounds. In the past, a lot was leased from Edmonds College. The lease agreement period is expiring, and a new renewal lease agreement is required.

**Cost (including sales tax, if applicable):**

The total cost for the five-year lease period is \$402,000.

**Advanced Planning:**

Procurement staff worked with the Police Department and State of Washington/Edmonds College to establish a new renewal lease.

**Method of Procurement:**

There is an established interlocal agreement with the State of Washington/Edmonds College for this lease.

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

Lease agreement.

**Term of Contract:**

The lease is for five years beginning May 1, 2021 through April 30, 2026. The lease may be renewed for an additional five years upon agreement by both parties.

**Solicitation: N/A**

**Recommended Action:**

Approve the five-year lease agreement with the State of Washington/Edmonds College for the police vehicle impound lot in the amount of \$402,000.

**Procurement Officer / Date:**

Ginny Meads, April 21, 2021

## CITY COUNCIL ITEM M-4

### CITY OF LYNNWOOD Administrative Services

---

**TITLE:** Lease Agreement Police Evidence Warehouse

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

**SUMMARY:**

The City requires a secure building for police evidence storage and other business operations. Edmonds College has a warehouse facility and leases portions of this facility to the City. The previous lease is expiring, and a new lease agreement is required.

**ACTION:**

Authorize the Mayor to execute the initial lease agreement with the State of Washington/Edmonds College police evidence storage facility in the amount of \$147,500 and the optional month-to-month lease amount of \$7,375.

**BACKGROUND:**

The City of Lynnwood Police Department requires a secure building for evidence storage and other business operations. Edmonds College has a building and has leased space to the City for a number of years for this purpose. The current lease is expiring and the department desires to continue leasing this space through December 31, 2022, at which time the lease may continue on a month to month basis. The department intends to review the need of this facility upon completion of the Community Justice Center.

**FUNDING:**

The funding for these services are included in the currently adopted biennium budget for the Police Department.

**ADMINISTRATION RECOMMENDATION:**

Approve.

**DOCUMENT ATTACHMENTS**

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

**Procurement Report**  
**Contract 3358 – State of Washington/Edmonds College Lease**  
**Police Evidence Storage**

---

**Purpose of Contract:**

The City of Lynnwood Police Department requires a secure building location for evidence storage and other business operations. In the past, a section of a warehouse and parking stalls was leased from Edmonds College. The lease agreement period is expiring, and a new renewal lease agreement is required. Upon completion of the new Community Justice Center, the department will review the need to continue leasing this facility.

**Cost (including sales tax, if applicable):**

Total cost for 2021 and 2022 is \$147,500 Beginning in 2023, the month-to-month cost is \$7,375.

**Advanced Planning:**

Procurement staff worked with the Police Department and State of Washington/Edmonds College to establish a new renewal lease, with the option to extend month to month as needed.

**Method of Procurement:**

There is an established interlocal agreement with the State of Washington/Edmonds College for this lease.

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

Lease agreement.

**Term of Contract:**

The lease agreement begins on May 1, 2021 and continues through December 31, 2022. At this time, the lease may be extended month to month upon agreement by both parties.

**Solicitation: N/A**

**Recommended Action:**

Approve the initial lease agreement with the State of Washington/Edmonds College for the police evidence storage facility in the amount of \$147,500 and the optional month to month lease amount of \$7,375.

**Procurement Officer / Date:**

Ginny Meads, April 21, 2021

## CITY COUNCIL ITEM M-5

### CITY OF LYNNWOOD Administrative Services

---

**TITLE:** Lease Agreement Golf Course Warehouse

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

**SUMMARY:**

The City requires a warehouse facility for golf course operations, equipment maintenance and storage. Edmonds College has a warehouse facility and leases portions of this facility to the City. The previous lease is expiring and a new lease agreement is required.

**ACTION:**

Authorize the Mayor to execute a five-year lease agreement with the State of Washington/Edmonds College for golf course operations, equipment maintenance and storage in the amount of \$227,460.

**BACKGROUND:**

The City of Lynnwood Parks and Recreation Department requires a warehouse and storage yard facility for golf course operations, equipment maintenance and storage. Edmonds College has a building and yard facility and has leased space to the City for a number of years for this purpose. The current lease is expiring and the department desires to continue leasing this space.

**FUNDING:**

The funding for these services are included in the currently adopted biennium budget for the Parks & Recreation Department.

**ADMINISTRATION RECOMMENDATION:**

Approve.

**DOCUMENT ATTACHMENTS**

**Description:**

[Procurement Report](#)

**Type:**

Backup Material

**Procurement Report**  
**Contract 3357 – State of Washington/Edmonds College Lease**  
**Golf Course Warehouse**

---

<b>Purpose of Contract:</b> The City of Lynnwood Parks and Recreation Department requires a warehouse and storage yard facility for Golf Course operations, equipment maintenance and storage. In the past, a portion of a warehouse and storage yard was leased from Edmonds College. The lease agreement period is expiring, and a new renewal lease agreement is required.
<b>Cost (including sales tax, if applicable):</b> The total cost for the five-year lease period is \$227,460.
<b>Advanced Planning:</b> Procurement staff worked with the Parks and Recreation Department and State of Washington/Edmonds College to establish a new renewal lease.
<b>Method of Procurement:</b> There is an established interlocal agreement with the State of Washington/Edmonds College for this lease.
<b>Type of Contract: One time buy? Services</b> Lease Agreement
<b>Term of Contract:</b> The lease is for five years beginning May 1, 2021 through April 20, 2026. The lease may be renewed for an additional five years upon agreement by both parties.
<b>Solicitation:</b> N/A
<b>Recommended Action:</b> Approve the five-year lease agreement with the State of Washington/Edmonds College for the golf course operations, equipment maintenance and storage in the amount of \$227,460.
<b>Procurement Officer / Date:</b> Ginny Meads, April 21, 2021

## CITY COUNCIL ITEM M-6

### CITY OF LYNNWOOD Public Works

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**TITLE:** Upcoming Public Hearing: Six-Year Capital Facilities Plan (CFP) and Six-Year Transportation Improvement Program (TIP) 2022 - 2027

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

#### **SUMMARY:**

State law requires that the City annually adopt a Capital Facilities Plan (CFP) and Transportation Improvement Program (TIP). A public hearing is scheduled for the May 24<sup>th</sup> meeting to review these documents with adoption of the ordinances sometime afterwards.

#### **ACTION:**

No action at this work session. A public hearing is scheduled for May 24, 2021. Adoption of the Ordinances to follow.

#### **BACKGROUND:**

The proposed CFP and TIP cover the next six years, 2022-2027. The projects are derived directly from the prior CFP, 2021-2026, with minor modifications. New projects are also added. The TIP projects are the transportation projects located in the CFP. All the projects are based on policies set forth in the City of Lynnwood Comprehensive Plan. Having an adopted Six-Year CFP and TIP allows the City of Lynnwood to compete for federal and state grants and to meet other state and/or federal requirements.

The CFP is a coordinated city-wide effort that lists all possible City capital projects, whether funded or not. These plans are “high level” planning documents and are not intended for detailed budgeting purposes. Detailed project costs are approved through the city budgeting process and not this process.

Staff has simplified this approval process into one streamlined process over the past few years. This has significantly reduced the amount of staff time needed to prepare these plans.

The Planning Commission reviewed the proposed CFP on April 22, 2021 and they made a recommendation of approval and forwarded to the City Council for review and adoption.

The proposed schedule of events for City Council approval is as follows:

- 1) Conduct a Public Hearing at the May 24, 2021 City Council business session
- 2) Adopt an ordinance for the Six-year CFP at the June 14, 2021 City Council business session
- 3) Adopt an ordinance for the Six-year TIP at the June 14, 2021 City Council business session

#### Capital Facilities Plan (CFP)

Consistent with RCW 36.70A.070(3) and RCW 36.70A.130, the CFP identifies specific projects including public buildings, parks and recreation facilities, transportation, utilities systems and information technologies and must be adopted yearly by the City Council. The Draft CFP Ordinance for the period of 2022-2027 is attached. The draft CFP project list is attached, and the entire report is available on the City's website at the

following link: <https://www.lynnwoodwa.gov/Government/Departments/Public-Works/Public-Works-Documents-Library/Capital-Facilities-Plan>

Improvement Program (TIP)

Consistent with RCW 35.77.010 and RCW 36.81.121, the TIP identifies the transportation projects (a subset of the CFP) and must be adopted yearly by the City Council. The Draft TIP Ordinance for the period of 2022-2027 is attached.

**KEY FEATURES AND VISION ALIGNMENT:**

Vision/Mission/Goals: The Lynnwood Community Vision states that the City is to “Invest in efficient, integrated, local and regional transportation systems”, and “be a city that is responsive to the wants and needs of our citizens.”

The 2022-2027 Six-year Capital Facilities Plan supports that vision and results in important improvements to the City's infrastructure that links the City of Lynnwood's programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The projects listed in this Six-year Capital Facilities Plan shows the City's commitment to listen to the needs of our citizens.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">CFP ordinance- draft</a>	Ordinance
<a href="#">TIP ordinance - draft</a>	Ordinance
<a href="#">CFP Draft</a>	Backup Material



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

**AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN FOR THE CITY OF LYNNWOOD FOR THE PERIOD 2022 THROUGH 2027; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.**

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

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

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

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

WHEREAS, the City Council held a public hearing on May 24, 2021 on the Capital Facilities Plan provided for in this ordinance and determined that the Capital Facilities Plan in conjunction with the Capital Facilities and Utilities Elements are consistent with RCW 36.70A.070(3) and the Comprehensive Plan and are desirable and are in the public interest and welfare; and

WHEREAS, the City Council adopted Resolution 2003-16 establishing a Capital Project Authorization Process that identifies the approving ordinance (of the Capital Facilities Plan) as a plan of action wherein no final approval to proceed with specific projects is made; Projects defined in the 2022–2027 Capital Facilities Plan requires specific authorization and appropriation by the Council in a subsequent Budget approval, and

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

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

40 Capital Facilities Plan (2022-2027)", which document is incorporated and adopted herein by  
41 reference. All projects in the Plan are approved for general "internal" planning purposes only,  
42 and specific authorization and appropriation by the Council of a capital project shall be by  
43 ordinance and shall be required for each capital project of the city.

44  
45 **SECTION 2: Severability.** If any section, subsection, sentence, clause, phrase or word of this  
46 Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction,  
47 such invalidity or unconstitutionality thereof, shall not affect the validity or constitutionality  
48 of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

49  
50 **SECTION 3: Effective Date and Summary Publication.** This Ordinance shall take effect and be  
51 in full force five (5) days after its passage, approval, and publication of an approved summary  
52 thereof consisting of the title.

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54 PASSED BY THE CITY COUNCIL, the 28<sup>th</sup> day of June 2021.

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57 APPROVED:

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61 Nicola Smith, Mayor

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64 ATTEST/AUTHENTICATED:

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67 APPROVED AS TO FORM:

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69 Michelle Meyer, Finance Director

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71 Rosemary Larson, City Attorney

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

**AN ORDINANCE ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2022-2027 FOR THE CITY OF LYNNWOOD TO BE FILED WITH THE WASHINGTON STATE SECRETARY OF TRANSPORTATION; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION.**

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

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

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

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

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

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

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

38 **SECTION 1.** That the transportation projects of the 2022-2027 Capital Facilities Plan attached  
39 to this ordinance is designated and adopted as the official: "Six-Year Transportation  
40 Improvement Program (TIP): 2022-2027" of the City of Lynnwood, Washington.

41

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

45

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

50

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

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55 PASSED BY THE CITY COUNCIL, the 28<sup>th</sup> day of June 2021.

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58 APPROVED:

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Nicola Smith, Mayor

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Michelle Meyer, Finance Director

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Rosemary Larson, City Attorney

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

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

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# CAPITAL FACILITIES PLAN AND TRANSPORTATION IMPROVEMENT PROGRAM

2022-2027



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# MEMORANDUM

## Memorandum

Date: June 28, 2021

To: Lynnwood City Council  
Citizens of Lynnwood

From: Nicola Smith, Mayor

Re: Capital Facilities Plan (CFP) 2022-2027

This is the CFP for the years 2022 through 2027. On June 28, 2021, Council adopted Ordinance No. 3368 approving this plan. The CFP is a planning document that serves to coordinate the scheduling and funding needs for major projects undertaken by the City over the next six-year period. Projects defined in this 2022 – 2027 CFP, requires specific authorization and appropriation by the Council beyond the adoption of the 6-year TIP.

Individual project information is included.

The CFP is a planning document and it does not appropriate funds. The Council will be presented with Capital budgets for approval as a part of the budget. Those projects are a subset of the CFP. The CFP also makes it possible to apply for various project grants through state and federal agencies.

This plan provides a complete review of the needed capital projects in the city. It serves as a very important tool the community can use to help ensure the important capital facilities necessary for city services are maintained or developed as needed.

The long-range vision of the City's infrastructure is the result of a combined effort and input of City Council, Citizens, and City staff.

Special thanks to the departments of the city that helped make the development of this important capital program a meaningful effort.

# ORDINANCE: CAPITAL FACILITIES PLAN (CFP)

## Ordinance: Capital Facilities Plan (CFP)



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

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

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

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

WHEREAS, the City Council held a public hearing on May 24, 2021 on the Capital Facilities Plan provided for in this ordinance and determined that the Capital Facilities Plan in conjunction with the Capital Facilities and Utilities Elements are consistent with RCW 36.70A.070(3) and the Comprehensive Plan and are desirable and are in the public interest and welfare; and

WHEREAS, the City Council adopted Resolution 2003-16 establishing a Capital Project Authorization Process that identifies the approving ordinance (of the Capital Facilities Plan) as a plan of action wherein no final approval to proceed with specific projects is made; Projects defined in the 2022–2027 Capital Facilities Plan requires specific authorization and appropriation by the Council in a subsequent Budget approval, and

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

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

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# ORDINANCE: TRANSPROTATION IMPROVEMENT PROGRAM (TIP)

## Ordinance: Transprotation Improvement Program (TIP)



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

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

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

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

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

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

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

# ORDINANCE: TRANSPROTATION IMPROVEMENT PROGRAM (TIP)

38 **SECTION 1.** That the transportation projects of the 2022-2027 Capital Facilities Plan attached  
39 to this ordinance is designated and adopted as the official: "Six-Year Transportation  
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# INTRODUCTION

## Introduction

This Capital Facilities Plan (CFP) is an inventory of capital projects organized by Department/Program and consists of the following sections:

- Administrative Services – Information Services
- Park, Recreation & Cultural Arts Administration
  - Building & Property Services
  - Parks & Recreation
- Police Administration
- Public Works Administration
  - Building & Property Services
  - Street Projects
  - Utility Projects – Enterprise Funds
    - Sewer
    - Stormwater
    - Water

The Streets projects of CFP are the transportation related projects of Transportation Improvement Program (TIP). The Utility Projects are Enterprise Funds and have a dedicated funding source. Since these projects are all managed by the Public Works Department they are grouped by element (i.e. Water, Sewer, and Stormwater).

### WHAT ARE CAPITAL FACILITIES AND WHY DO WE NEED TO PLAN FOR THEM?

Capital facilities are all around us. They are the public facilities we all use on a daily basis. They are our public streets and transportation facilities, our City parks and recreation facilities, our public buildings such as libraries and community centers, our public water systems that bring us pure drinking water, and the sanitary sewer systems that collect our wastewater for treatment and safe disposal. Even if you don't reside within the City, you use our capital facilities every time you drive, eat, shop, work, or play here.

# INTRODUCTION

While a Capital Facilities Plan (CFP) does not cover routine maintenance, it does include renovation, major repair or reconstruction of damaged or deteriorating facilities. While capital facilities do not usually include furniture and equipment, a capital project may include the furniture and equipment associated with a newly constructed or renovated facility. Our CFP also includes the acquisition of major computer systems and personal computers, etc. Capital improvements that are included in the CFP are generally defined as those with a cost more than \$100,000 and with a useful life of at least five years. The CFP may also identify expenditures less than \$100,000 that are considered significant or may be necessary to meet distinct regulatory requirements.

All of these facilities must be planned for years in advance to assure that they will be available and adequate to serve all who need or desire to utilize them. Such planning involves determining, not only where the facilities will be needed, but when; and not only how much they will cost, but how they will be paid for.

The planning period for a CFP is six years. The adoption of the CFP does not include specific appropriation of funds. Such appropriation will come subsequently, by specific Council action and adoption of budget.

The CFP is an important link between the City's planning and budgetary processes, allowing us to determine the projects that are needed to achieve the goals of the Comprehensive Plan and assuring that we will have adequate funds to undertake these projects. It is an integral component of the City's twenty-year Comprehensive Plan and directly related to growth management implementation. New information and priorities are continually reviewed and annual amendments to the CFP must maintain consistency with all other elements of the Comprehensive Plan.

## THE STATE GROWTH MANAGEMENT ACT, AND ITS EFFECT ON THE CAPITAL FACILITIES PLANNING PROCESS

In 1990, in response to the effect of unprecedented population growth and pressure on our State's environment and public facilities, the Washington State Legislature determined that "uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic

# INTRODUCTION

development, and the health, safety, and the high quality of life enjoyed by the residents of this state.” Further they found that “it is in the public interest that citizens, communities, local governments, and the private sector to cooperate and coordinate with one another in comprehensive land use planning.” The State of Washington Growth Management Act (GMA) was adopted by the Legislature in that year to address its concerns.

The GMA requires the City of Lynnwood and other high growth cities and counties to write, adopt and implement local comprehensive plans that will guide all development activity within their jurisdictions and associated Urban Growth Areas (UGA) over the next twenty years. Each jurisdiction is required to coordinate its comprehensive plan with the plans of neighboring jurisdictions, and unincorporated areas located within designated Urban Growth Areas must be planned through a joint process involving both the city and the county.

The GMA requires that comprehensive plans guide growth and development in a manner that is consistent with the following State planning goals:

- 1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- 2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- 3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
- 4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- 5) Economic Development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting

# INTRODUCTION

economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands and discourage incompatible uses.

9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

# INTRODUCTION

## I. THIS CAPITAL FACILITIES PLAN AS AN ELEMENT IN LYNNWOOD'S COMPREHENSIVE PLAN

The Growth Management Act requires inclusion of seven mandatory planning elements in each jurisdiction's comprehensive plan and suggests the inclusion of several optional elements. The mandatory elements are:

- 1) A capital facilities element, with a six-year plan for financing identified capital needs.
- 2) A land use element.
- 3) A housing element.
- 4) A utilities element.
- 5) A transportation element.
- 6) An economic development element.
- 7) A parks and recreation element.

Lynnwood's adopted Comprehensive Plan also includes elements for Cultural and Historic Resources, Environmental Resources, and Implementation.

## II. CONCURRENCY AND LEVELS-OF-SERVICE REQUIREMENTS

The Growth Management Act requires jurisdictions to have capital facilities in place and readily available when new development occurs or a service area population grows. This concept is known as concurrency. Specifically, this means that:

- 1) All public facilities needed to serve new development and/or a growing service area population must be in place at the time of initial need. If the facilities are not in place, a financial commitment must have been made to provide the facilities within six years of the time of the initial need; and
- 2) Such facilities must be of sufficient capacity to serve the service area population without decreasing service levels below locally established minimum levels, known as levels-of-service.

# INTRODUCTION

Levels-of-service are quantifiable measures of capacity, such as acres of parkland per capita, vehicle capacity of intersections, or water pressure per square inch available for the water system.

Minimum standards are established at the local level. Factors that influence local standards are citizen, City Council and Planning Commission recommendations, national standards, federal and state mandates, and the standards of neighboring jurisdictions.

The GMA stipulates that if a jurisdiction is unable to provide or finance capital facilities in a manner that meets concurrency and level-of-service requirements, it must either:

- (a) adopt and enforce ordinances which prohibit approval of proposed development if such development would cause levels-of-service to decline below locally established standards, or
- (b) lower established standards for levels-of-service.

### III. DETERMINING WHERE, WHEN AND HOW CAPITAL FACILITIES WILL BE BUILT

In planning for future capital facilities, several factors have to be considered. Many are unique to the type of facility being planned. The process used to determine the location of a new park is very different from the process used to determine the location of a new sewer line. Many sources of financing can be used for certain types of projects. Once a project starts then the funding or financing sources will be identified. This capital facilities plan, therefore, is actually the product of many separate but coordinated planning documents, each focusing on a specific type of facility. Future sewer requirements are addressed via a sewer plan; parks facilities through a parks and recreation plan; urban trail facilities through a non-motorized transportation plan; storm drainage facility needs through storm water plans; water facility needs through a water plan; transportation needs through a transportation plan; and information systems through an information technology plan.

In addition, the recommendations of local citizens, the advisory boards, and the Planning Commission are considered when determining types and locations of projects. Some capital needs of the City are not specifically included in a comprehensive plan. Nonetheless, many of these projects are vital to the quality of life in Lynnwood. However, these projects do meet the growth management definition of capital facilities because of the nature of the improvement, its cost or useful life.

# INTRODUCTION

## IV. CAPITAL FACILITIES NOT PROVIDED BY THE CITY

In addition to planning for public buildings, streets, parks, trails, water systems, sewer systems, and storm drainage systems, the GMA requires that jurisdictions plan for 1) public school facilities, 2) solid waste (garbage) collection and disposal facilities. These facilities are planned for and provided throughout the UGA area by the Edmonds School District and the Snohomish County Department of Solid Waste, respectively. Each county and city must also provide a process for identifying and siting “essential public facilities” within our area. These could include major regional facilities that are needed but difficult to site, such as airports, light rail and bus facilities, state educational facilities, solid-waste handling facilities, substance abuse and mental health facilities, group homes and others. The City of Lynnwood has adopted a common siting process in the City’s Comprehensive Plan to guide decision-making on such facilities.

## V. FUNDING SOURCES

Capital projects draw funding from many sources, depending on the type of project, the complexity, and the overall cost. For example, a large road improvement project may have 10 or more funding sources that could include, but not be limited to, state and federal grants, City general funds, Real Estate Excise Taxes, Transportation Benefit District Funds, Transportation Impact Fees, City Utility Funds for water, sewer, and/or storm upgrades, private utility contributions, and/or neighboring jurisdiction contributions. The complexity of the funding for large projects is one of the reasons why large capital projects can take many years to move from conception to completion. The following is a list of funding sources that will be used to pay for projects in this plan. Decisions on funding sources have already been made for projects that are funded, partially funded, or budgeted in the current biennium. Future projects are much more speculative to what type of funding will be utilized. Specific information on types of funding for each project is not included in this plan because that information is either more specifically contained in financial plans for each project or in the adopted budget, or the funding sources are not known or too speculative to list.

City General Funds: The City currently contributes general funds towards capital projects via the Capital Development Fund 333. This money can be used for any type of project. The City has also established

# INTRODUCTION

the Economic Development Investment Fund (EDIF) that generates dollars from certain development projects that then can be used to reinvest in capital projects that support further economic development. There are requirements established by the program for qualifying for use of these funds.

**City Utility Funds:** The City's Water, Sewer, and Storm Utility Fund 411 generates customer rates that can be used for capital expenses related to Water, Sewer and Storm improvements. The City has also instituted a sewer connection charge that requires new growth to pay towards capital improvements that their growth requires. All utility projects listed in this plan are funded by these funds.

**Real Estate Excise Taxes (REET):** The City has implemented REET taxes on the sale of any real property in Lynnwood. These funds must be used pursuant to state law and can fund many types of City projects.

**State and Federal Grants:** There are various state and federal grant programs that the City must apply and compete for. These generally apply to transportation projects and parks projects, but can also occasionally include other types of projects. These amounts can vary widely, depending on the program. For example, the City received \$14.8 million dollars from the State of Washington towards our 196<sup>th</sup> Street SW Improvement Project.

**Park Impact Fees:** The City in 2018 adopted fees that new development must pay towards park needs created by the new demands of their development.

**Transportation Impact Fees:** The City requires new developments that create additional trips to pay towards transportation projects that mitigate for their new trips.

**Transportation Benefit District (TBD):** The City formed a TBD that generates funds from sales taxes. These funds can be used towards transportation capital projects.

**Other Jurisdiction Funds:** Occasionally a capital projects is shared with or somehow benefits a partner agency. Examples of this could be the Cities of Mountlake Terrace or Edmonds, Snohomish County, Verdant Health District, or our transit agencies. These funds are particular to that project.

## PROJECT LIST (2022-2027)

### Project List (2022-2027)

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### City of Lynnwood Six Year CFP List 2022-2027

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	PLANNED EXPENSES (\$ in thousand)						
						2022	2023	2024	2025	2026	2027	Project Total Expense
<b>Police Administration Projects</b>												
<b>New Justice Facility</b>	PD2004004A	Police Administration	2004	Police Station	P*							
<p>Development of a new Community Justice Center which consists of a new police department, parking structure, jail addition and court remodel. The Community Justice Center will be placed on the existing Civic Justice Center site and utilize the City owned acre located directly east (adjacent) to current site.</p> <p>The Police Department has a study and pre-design concept which was refreshed and completed in late 2018. The department has been approved for design services on this project, which are underway, and are funded in the Police Department Budget for 2019-20. This infrastructure improvements are necessary to house current and future staff as well as to develop programmatic enhancements that have been conceptually presented to City Council and involve a partnership with Community Health Center of Snohomish County. The jail addition is necessary to meet best practices standards, ADA requirements and standards for State accreditation. The current facility does not meet these standards.</p> <p>The City Executive's Office, City Council and Community Health Center have all offered support in writing for this project. This project has been presented to Council and the design funding has been approved in the 2019-20 City Budget. Additionally, the City has worked with PFM financial advisors to present funding</p>						60,000	0	0	0	0	0	60,000

<p>discussions and options to the Council Finance Committee for construction of the facility.</p> <p>The priority for this project is "High". The level of service for our community is significantly impacted, especially in the area of service to those who are living with drug and alcohol substance abuse disorder, mental health issues or who lack resources. Our community partner, Community Health Center of Snohomish County, is also relying upon this partnership to expand their services in Lynnwood for those who face barriers to healthcare. The space needs in the police department, jail and court all impact the ability to programmatically enhance these services for our community.</p>							
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Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Information Technology Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>Email Storage Increase - State Records Compliance</b>	BP2008039A	Information Technology	2008	N/A	F	60	40	40	20	20	0	180
<p>Upgrade of equipment and software to allow for Email storage capacity was purchased in 2008. Phase II - eDiscovery proposed for 2013. Cataloging, Indexing, Retention, and retrieval system for all electronic media. Mandated by State Electronic Records RCW.</p> <p>This is necessary to meet the State Records Compliance requirements. This is a major project estimated at \$150,000. This has been delayed due to budgetary constraints, but the data requests continue to strain the existing systems and will inhibit the spirit of the law which requires a reasonable effort in response. Fines can be levied for noncompliance.</p> <p>Provide quick and reasonable retrieval of electronically stored documents. State mandated RCW's determined electronic records to be retained in accordance with State retention rules per agency and retention category. The city has been scanning paper to electronic documents and saving email documents for retention and retrieval since 2008. This system needs to be expanded and search capabilities enhanced to incorporate the increasing volume of stored documents. A centralized single system will be utilized to provide storage, backup, and safe management of these regulated files. Although there are retention dates and documents will be purged at different intervals, there are other documents that are for perpetuity. Ongoing maintenance and storage will be an ever-present factor. The current system was implemented in 2008 as a three year stop gap measure to address email collection and retention. That window has passed and the structure of retention has grown. A comprehensive application and proper storage allotments need to be provisioned to handle the ever-growing business needs of document control, retention, and retrieval.</p> <p>This is a compliance requirement from the State of Washington RCW's, Electronic Records Retention.</p>												

<p>It should be noted that the State continues to lay new public record retention requirements on Cities . Recent additions now include many new Information Technology retention requirements including network access, metadata retention and others. This has the opportunity to seriously impact our storage requirements. The Capital Budget has been adjusted to reflect these new requirements</p> <p>Recent decision by the Supreme Court of the State of Washington (in re: O'Neill v City of Shoreline) has impacted our document retention, storage and e-discovery processes and requirements. With the need to now store and provide "metadata" to all public records requests the need to implement our e-Discovery and Storage solutions to comply with State law has become critical.</p>												
<b>CityWide Wireless Project</b>	BP2008031A	Information Technology	2008	City wide	P*							
<p>Design and implement a City wireless network that will provide 24/7 ancillary network connectivity to all Public Safety Vehicles and City Field Operations Staff. This project will expand the City 's network infrastructure to utilize private access points to provide Police, Fire, Bldg. Inspectors, and other Field Workers with direct high-speed connectivity while outside of City Facilities. This communications link will provide asset management and increase staff productivity and efficiencies by providing them access to City applications and other government agencies like NCIS, CJIS, 911 Dispatch, Hospitals, and other data sources including the Internet. This internal structure would be independent of public influence of congestion, cost increases, service loss, and business conflicts.</p> <p>Our City staff need access to these applications while in the field to increase efficiency and have access to critical data while on job sites or when responding to emergency situations. This system will enhance Public Safety access to NCIS database, CJIS database and other city provisioned services that will enhance the first responders and other city support staff's ability to respond more effectively.</p> <p>Information Services Strategic Emergency Support Plan  This will increase the level of service offered to our citizens.  This will require a funding source.</p>						288	150	250	250	250	0	1,188

IT Plan: Service Enhancements (Issues, Upgrades, Improvements)	BP2005021C	Information Technology	2005	City wide	P*							
<p>This funding is scheduled to address a wide variety of technology requests and service enhancements from all departments. Included is funding for:</p> <ul style="list-style-type: none"> <li>- Web Improvements: E-Gov Transaction Services Enhancements, Streaming Video, Citizen Service Requests</li> <li>- Expand wireless network access locations amongst city owned sites.</li> <li>- Fire 15 Intelligent classroom upgrades.</li> <li>- Storage Expansion for continued growth and retention</li> <li>- Network Infrastructure enhancements replacements.</li> </ul> <p>This wide variety of technology requests are department driven, and will enhance their service delivery to our citizens, local businesses and anyone who does business with our City. Without a centralized funding approach, each department will ask for individual funding, or expand their budget requests to include the necessary funding, and we will lose management and oversight of the projects.</p> <p>Ongoing Information Technology Plan and Technology Adjustments</p> <p>As the adoption of technology continues expand, our citizens, customers and staff come to expect this level of service from their local government. A forward-looking community will proactively provide these services before they are demanded by the public.</p> <p>E-gov services, along with other enhanced services such as Citizen Service Requests, E-Bill payment and further Wireless Network Access, when implemented, will require regular maintenance and support. An estimation of these fees is not to exceed\$ 50,000 per year.</p>						100	100	100	100	100	0	500

IT Plan: Desktop Infrastructure Supporting Reliable City Operations	BP2005021B	Information Technology	2005	City wide	F*							
<p>The IT Plan calls for annually replacing 1/3 of the Departmental Desktop PC's to include Police/Fire mobile terminals required to support City Public Services and Day-to-Day Department Operations. The majority of the City's desktop infrastructure was acquired in the initial 2000 IT Plan. The City is currently licensed and uses the Microsoft suite platform for Operating System and Office Business Application. It's essential that the City deploy and maintain current levels of the operating system and applications. Industry compatibility and security measures require us to remain current and enable us to communicate and collaborate with other government agencies and the general public.</p> <p>Continual advances in software capability require corresponding investments in desktop hardware. Desktop software is only supported by manufacturers for a limited period of time. Without software support security enhancements and corrections are no longer available, which increases the City's vulnerability to digital threats.</p> <p>Ongoing Information Technology Refresh Plan</p> <p>These upgrades are required to continue the current Level of Service that the City and Departments depend on to carry-out their public mission. These are started being implemented in 2007 and are continuing to be implemented.</p> <p>Please note that the replacement plan has been adjusted to accommodate a 3-year refresh cycle. This more closely matches industry best practices and maximizes the value of the equipment. Information Technology is also considering adopting a software as a service (SaaS) model for desktop office applications. SaaS applications are based on annual subscriptions and are the direction the IT industry has been heading for a number of years. Some of the systems used by the City are already using this model or will be as software manufacturers change their business models.</p>						150	150	150	150	150	0	750

<b>Technology Disaster Recovery Project</b>	200900139	Information Technology	2009	City wide	P							
<p>The City has invested significantly in the rebuilding of our IT Infrastructure. The City also sits in a heavy weather zone that from time to time causes power outages and other potentially damaging occurrences. This project is to design and build our disaster recovery system so that the City can withstand and continue to operate in case of a significant event that would otherwise interrupt business and public safety needs both in first responder as well as rapid business response. The City also invested in our EOC Center in 2009, this project moved Lynnwood into a disaster management center and allows for a technology smart environment, allowing operations like networking, telecommunications and accounting activities and the ability to be maintained in operational mode during such events. This enhancement will provide and include a remote site that is 30 miles away and will include a backup and emergency operations facility and providing reduced but functional business services. To maintain continuity of business and communications during significant emergency events. First responder support, city emergency notification center, emergency support services, public response and communications. This will expand to allow for a rapid government emergency response and to provide to the public sector, continued services for conducting city business services during emergency events. Service such as permits, planning, and most normal payment processing. Ongoing support and maintenance. This includes EOC laptop refresh and AV system upgrade.</p>						55	15	15	15	15	0	115
<b>Fiber Network Expansion</b>	200900140	Information Technology	2011	City wide	P							
<p>Currently the City Network is 100% Fiber Backbone. This is a very high-speed network architecture that eliminates connection or choke points for City network traffic. Currently our network architecture is "point to point" this was Phase I of our infrastructure redesign. Phase II is to build a "mesh" architecture into our network design. This will enable redundancy and continuity of service into the network backbone. If one segment fails or is disabled, the upgraded architecture will reroute other, diverse paths, and maintain service connections to all City Facilities. To maintain continuity of operations during network disabling events and provide a technology platform for growth, ease new technology adoption, and enhanced productivity. Enterprise network continuity and structural integrity. Provisioning secured and redundant access to 911 services and normal calling infrastructure and increased ability to expand to video conferencing and other future technologies that will be required to maintain a business continuity with other agencies and businesses. Provide high bandwidth inter-connectivity between city buildings and outside sources.</p>						175	115	125	50	50	0	515

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Public Works Administration Projects - Building Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>General Repairs and Capital Maintenance of All Municipal Buildings</b>	201000146	Public Works Administration	2010	City Buildings	P*							
<p>This project provides a yearly pool of funds necessary for ongoing capital upkeep of the City 's municipal buildings. Detailed analysis is underway justifying yearly funding needs to provide for preventative maintenance and repair of unanticipated breakdowns in infrastructure.</p> <p>Former Project number BP2006029A.</p> <p>In 2011, the City conducted a facilities assessment of eight city-owned buildings to determine the condition of each and to provide recommendations as to anticipated maintenance requirements. Their report, finalized in 2012, provides a long-range prioritized list of building deficiencies with an estimated cost to repair in 2012 dollars. It became a comprehensive planning document for the Building and Property Services division of Public Works. An update to this plan is in process starting in 2020.</p> <p>The costs set forth in these reports, adjusted for inflation, provide the basis for the funds requested for capital upkeep of City buildings in the 6-year Capital Facilities Plan.</p> <p>Maintenance of existing infrastructure has been identified in Community Visioning and City Council priorities of government.</p>						500	500	500	500	500	0	2,500

<b>City Municipal Complex Parking and Safety Enhancements</b>	201200163	Public Works Administration	2013	City wide	P*							
Originally, the plan was to design & build an approximately 30-stall parking lot on vacant land north and west of the Lynnwood Recreation Center. This plan has been broadened to include improvements throughout the complex with no design decided upon to date. This parking lot expansion would provide overflow parking during peak use hours at the Lynnwood Recreation Center						1,500	0	0	0	0	0	1,500
<b>City Buildings Space Needs Analysis</b>	201700101	Public Works Administration	2017	City Hall Campus	F*							
A municipal buildings space needs analysis needs to be completed to look at how the City will provide space to its employees and functions as the City develops over the next 2 to 10 years and beyond. Considerations include the pending lease expiration on the Annex Building that houses our permitting functions and the future location of the Police Evidence facility. Input from ongoing studies around the City Center will be considered. Work is ongoing.						30	0	0	0	0	0	0
<b>City Center Building Remodel</b>	201800101	Public Works Administration	2018	City wide	N							
Pending the outcome of the Municipal Buildings Space Needs Analysis started in 2017 there are anticipated needs to remodel municipal building spaces. Depending on that analysis, the building(s) may or may not be located in the City Center area. Work is ongoing.						300	500	500	500	0	0	1,800
<b>Municipal Buildings: ADA Upgrades</b>	201900107	Public Works Administration	2019	City wide	P*							
Minor remodels and enhancements of facilities to meet Americans with Disabilities Act (ADA) requirements. This program will meet Federal Requirements.						50	50	50	50	50	50	300

<b>Regional Veterans Hub</b>	202000001	Public Works Administration	2020	Unknown	N							
<p>The proposal is to acquire an estimated 2,500 square ft. building for the use of a regional veterans hub that would staff a future 1.5 FTE and provide work space of City-contracted human service providers, including a gathering space to serve veterans and their families. The preferred location would be accessible to public transportation.</p> <p>The regional veterans center has been a Mayor's initiative since 2015, led by the South Snohomish Veterans Task Force and recently supported by the Human Services Commission.</p> <p>Acquisition of the building would be with public and private funding opportunities.</p>						400	0	0	0	0	0	400
<b>Edmonds School District Homeless Students Housing Facility</b>	202000002	Public Works Administration	2020	Unknown	P*							
<p>The proposal is to build Edmonds School District Homeless Students Housing Facility. The funding of this project will come from Verdant Health District, City of Edmonds, Edmonds school district, AHA, HASCO, Snohomish County, housing hope, YWCA, Premera, Swedish and Hospital, and/or other partners.</p>						50	0	0	0	0	0	50

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Public Works Administration Projects – Water Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>44th Ave Missing water main Link Install</b>	202100001	Public Works Administration	2020	44th Ave W	F	0	0	0	500	0	0	500
Installing missing link of water main on 44th Avenue.												
<b>Rebuild Pressure Reducing Water Valve No. 2</b>	201900123	Public Works Administration	2017	40th Ave W at approximately 19500 block	F*	157	0	0	0	0	0	0
Improving and rebuilding pressure reducing valve #2, leading to construction of the recommendation. This valve station currently is in a confined space with inadequate space for maintenance and poor ventilation leading to increased corrosion. Valve function is critical for the needs of the City Center.												
<b>Water Main Replacement</b>	WA200605 0A	Public Works Administration	2006	City wide	P*	1,000	1,000	1,000	1,000	1,000	1,000	6,000
Annual watermain replacement program of 4" undersized mains and deteriorated steel mains based on yearly analysis of repair. There exist many dead-end, 4" watermain serving various cul-de-sacs throughout the City. Maintenance records and the comp plan will be consulted to determine the most appropriate sequence for upgrading these undersized mains to 6" or 8" mains.												

<b>Water Storage Tank Upgrades</b>	200900137	Public Works Administration	2009	Water Storage Tanks	F*							
<p>Repair or replace the roof on the City's 3-million gallon water reservoir and seismic upgrades. Paint above ground 2.77 MG steel storage tank (inside and outside) in accordance with its life cycle maintenance schedule. This project will also add safety railings and platforms to the tanks as needed to bring the tanks to current codes. Paint above ground 3.0 MG steel storage tank (inside and outside) in accordance with its life cycle maintenance schedule. The tank structure needs to be repaired to maintain its functionality, extend its useful life, and maintain safe conditions. The project has been split into phases and is partially complete.</p>						600	0	500	500	0	0	1,600

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Public Works Administration Projects – Sewer Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>WWTP: Renovate Building No.1 and 2</b>	200500135	Public Works Administration	2005	Wastewater Treatment Plant	F*							
Building No. 2 is a prefabricated steel structure at the WWTP. The building is showing signs of serious corrosion due to the damp and corrosive atmosphere found in the building. A structural analysis and report have been conducted to assess the condition of the building and to determine what renovations are needed to extend the useful life of the building. The project is scheduled for construction starting in 2020.						2000	0	0	0	0	0	2000
<b>Lift Station No. 4 Relocation</b>	201000144	Public Works Administration	2010	18200 block Alderwood Mall Parkway	P*	0	0	0	0	3000	0	3,000
Rebuild/relocate Sanitary Sewer Lift Station No. 4. Lift Station 4 is at capacity.												
<b>Lift Station No. 10 Flood Protection</b>	201600102	Public Works Administration	2016	46 <sup>th</sup> Avenue West north of I-5	F*							
Sanitary Sewer Lift Station #10 is located between the Lynnwood Transit Center to the North and I-5 to the south. It is located within the 100-year flood plain of Scriber Creek, just upstream of the culvert conveyance of Scriber Creek under I-5. The finished floor elevation of the station is located 6” above the 100-year flood plain elevation. Since its construction in 1993, Lift Station #10 has experienced several flooding events that have presented recurring risks to the necessary ongoing operation of the lift station. Lift Station #10 is a critical facility that supports Alderwood Mall, Lynnwood City Center, commercial business and multi-family residential corridors along						275	0	0	0	0	0	0

196th Street SW (SR 524) and 200th Street SW, and the surrounding area. A flood protection analysis was performed in 2014. Lift Station infrastructure protection is currently in design that will protect the lift station above the finish floor elevation.												
<b>Lift Station No. 10 Sewer Pump Improvements</b>	201900108	Public Works Administration	2013	46 <sup>th</sup> Avenue West north of I-5	F*							
Install new sewer pumps including required electrical and building modifications, modify the wet well pump intakes (pre-rotation basin), improve pump removal system (longer hoist beam) including required building modifications, evaluate a piped inlet system to reduce off-gassing produced by the free-fall/turbulent flow at the Influent Splitter Box, install wetwell fresh air exchange and odor control system updates (potential blower motor upsize including electrical and carbon canister). The project is necessary due to the amount of rags coming into the pump station, and the problems they cause.						275	0	0	0	0	0	0
<b>WWTP: Fiber Optic Installation</b>	201900118	Public Works Administration	2017	76th Ave W to the Wastewater Treatment Plant (WWTP)	F							
The WWTP currently leases fiber optic communications from a 3rd party. This project would install approximately 1/4 mile of fiber optic from existing City owned fiber into the treatment plant, eliminating the need to lease communications from others. Increased communication reliability to the WWTP is key for this project.						500	0	0	0	0	0	0
<b>WWTP: Equipment Replacement</b>	SE1997004 A	Public Works Administration	1997	Wastewater Treatment Plant	P*							
The treatment facility operates using a substantial amount of mechanical equipment, all of which is subject to failure. Equipment and equipment components are replaced as necessary for proper plant operation. The project will replace equipment on an annual basis due to wear. (Ongoing Project)						1,000	1,000	1,000	1,000	1,000	1,000	6,000

<b>Infiltration/Inflow Analysis/Corrections</b>	SE1999021 A	Public Works Administration	1999	City wide	P							
Locations where storm or groundwater leak into the sanitary sewer system are hard to find and result in excess flows in the system. Wet and dry weather flows are compared by using flow monitoring equipment to locate general areas that may need repair. Television inspection reveals specific problem areas for correction. This project is for analysis of the sewer system. The project works towards the elimination of storm and ground water from entering into the sanitary sewer. This is a continuing program as the system ages and requires more maintenance.						500	500	500	500	500	500	3,000
<b>Lift Station No. 14: Replacement</b>	SE2005049 A	Public Works Administration	2005	3105 Alderwood Mall Boulevard	N							
Replace Sanitary Sewer Lift Station No. 14 with a new lift station.						0	0	0	0	0	0	0
<b>Sewer Line Replacement</b>	SE2006053 A	Public Works Administration	2006	City wide	P*							
Annual Sewer Line Replacement Program to repair and replace failing sewer lines. As the infrastructure ages, sewer lines fail. These need to be repaired or replaced to assure efficient operation of the sewerage system and to protect groundwater from contamination. Near Term Projects are needed to support Lift Stations 4 and 8 replacement.						500	500	500	500	500	500	3000
<b>WWTP Hillside Slope Assessment</b>	201900121	Public Works Administration	2018	Wastewater Treatment Plant	F*							
Investigation by a geotechnical engineer to evaluate the hillside on the north side of the WWTP. The City has identified a need to acquire some of the property, and a study is needed to address steep geologically hazardous slopes, as well as the stability of the hillside for the benefit of the property owners at the top of the hill. The project is necessary to acquire property needed for WWTP.						90	0	0	0	0	0	0

<b>Scriber Creek Sewer Replacement</b>	202000003	Public Works Administration	2020	LS 16 to MH 4-185	F	1,500	1,500	0	0	0	0	3,000
Scriber Creek Sewer trunk line needs replacement from Lift station 16 north to Manhole 4-185. Analysis and observation show this main to flow full most of the time. Upsizing is needed.												
<b>WWTP Incinerator Replacement</b>	202000004	Public Works Administration	2020	Wastewater Treatment Plant	P*	0	500	500	10500	10000	0	21500
The WWTP incinerator is aging and will need replacement. The incinerator burns the sludge generated by the primary and secondary clarifiers. The current incinerator and the supporting systems continually suffer breakdowns and plugging. Issues of capacity as well as design need to be addressed and a replacement, which may include different technologies will be considered.												
<b>48th Ave W Main Upsizing - Phase 1</b>	202100002	Public Works Administration	2020	48th Ave W	F	0	400	0	0	0	0	400
Upsizing Sewer main.												
<b>48th Ave W Main Upsizing - Phase 2</b>	202100003	Public Works Administration	2020	49th Ave W	F	0	0	0	0	400	0	400
Upsizing Sewer main.												
<b>52nd Ave/196th St Sewer Main Replacement</b>	202100004	Public Works Administration	2020	52nd Ave/196th St	F	0	0	0	0	500	500	1,000
Replacement of water main.												

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Public Works Administration Projects – Storm Water Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>Funding for Strategic Opportunities to Improve the Stormwater Management Program</b>	201900114	Public Works Administration	2018	City wide	P*	110	114	118	122	126	0	589
Unanticipated opportunities arise throughout the year which may be advantageous for the City. These may include property and easement acquisitions, participating in public / private partnerships, infrastructure improvements, etc. This would program some money to allow the City to take advantage of these unforeseen opportunities when they present themselves.												
<b>188th Street SW Flood Wall</b>	201900117	Public Works Administration	2019	55 <sup>th</sup> Ave W	P*	320	0	0	0	0	0	320
Construct about 200 linear feet of a short, approximately 1.5-ft. high concrete wall along the north side of 188th St SW to reduce the frequency of roadway overtopping and provide additional flood storage upstream. 188th St SW currently overtops during a 10-year storm event. The project was identified and evaluated as part of the Scriber Creek Corridor Management Plan, 2016.												

<b>Annual Storm System Rehabilitation and Replacement</b>	201900113	Public Works Administration	1998	City wide	P*							
Annual repair of damaged and worn catch basins, stormwater pipe, and other stormwater infrastructure. Drainage infrastructure gets damaged and broken and can cause flooding and be hazardous. Identified originally in the Stormwater Comprehensive Plan, 1998.						100	100	100	100	100	0	500
<b>Scriber Creek Culvert Replacement 191st Street SW</b>	200900121	Public Works Administration	2009	191st Street SW	P*							
Replace existing 48-inch diameter culvert with a 42-foot long, 8-by-5-foot precast concrete 3-sided culvert that accommodates fish passage. Improved public safety, increased flow conveyance capacity, improved instream habitat, and improved fish passage. Scriber Creek overtops 191st St SW in a 20-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties. This culvert also contributes to flooding of the roadway and single-family residences at 190th Street. Project to be included or modified upon conclusion of study identified in CFP #201200162 (Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake).						0	0	0	117	569	0	686
<b>Scriber Creek Culvert Replacement 190th Street SW</b>	200900124	Public Works Administration	2009	190th Street SW	P*							
Replace existing 6-by-4-foot precast concrete box culvert with a 46-foot long, 10-by-4-foot precast concrete 3-sided culvert that accommodates fish passage. Scriber Creek overtops 190th Street SW in a 10-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties. Project to be included or modified upon conclusion of Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake CRP # 201200162						292	292	292	138	292	0	1,306

<b>Scriber Creek Culvert Replacement 189th Street SW</b>	200900125	Public Works Administration	2009	189th Street SW	P*							
<p>Replace Existing 42-inch diameter culvert with a 42-foot long, 12'-4"-by-7'-9" corrugated metal pipe arch that accommodates fish passage.</p> <p>Scriber Creek overtops 189th Street SW in a 10-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties.</p> <p>Project to be included or modified upon conclusion of study identified in CFP#201200162 (Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake).</p>						0	0	0	122	292	0	414
<b>Street Edge Runoff Treatment Retrofits</b>	200900131	Public Works Administration	2009	Hall Lake Basin	N							
<p>Installation of compost-amended soil, small trees, shrubs, and ground cover in roadside swales, and decreasing street width (e.g., impervious area) within the existing right-of-way at various locations.</p> <p>Nutrient and metals loading to Hall Lake and downstream water bodies from urban development in the watershed. 2009 Surface Water Management Comprehensive Plan Project #WQ-2.</p>						250	0	0	0	0	0	250
<b>Golde Creek Stormwater Pond Retrofit</b>	200900132	Public Works Administration	2009	Golde Creek Stormwater Pond	N							
<p>Conversion of a drainage ditch along the south side of Alderwood Mall Parkway between 28th Avenue and Poplar Way to a bioretention swale.</p> <p>Sedimentation in Golde Creek due to runoff from urban development in the watershed. Potential source of fecal coliform bacteria in Swamp Creek downstream (which has a TMDL for fecal coliform bacteria). 2009 Surface Water Management Comprehensive Plan Project # WQ-3A.</p>						0	0	0	0	0	0	0

<b>180th St. SW Bioretention Swale</b>	200900134	Public Works Administration	2009	180th St. SW Bioretention Swale	P	75	162	0	0	0	0	237
Installation of compost-amended soil, small trees, shrubs, ground cover, and permeable pavement walkway within the existing right-of-way way. Stormwater runoff from urban development transports sediment, oil and heavy metals into Scriber Creek. 2009 Surface Water Management Comprehensive Plan Project #WQ-4.												
<b>Scriber Lake Inlet</b>	202000005	Public Works Administration	2020	Scriber Creek and 196 <sup>th</sup> vicinity	P*	0	300	0	0	0	0	300
Remove the diversion structure downstream of 196th Street SW that currently backs up water for an ineffective oil/water separator and incorporate necessary fish passage improvements to the existing 196th Street SW culverts, such as a fish passage weir or boulder riffle, to provide minimum water depths for fish passage and channel bed stability downstream of the culverts. Remove the oil/water separator downstream of 196th Street SW and replace it with an alternative stormwater treatment type that meets current stormwater regulations and code requirements.												
<b>Parkview Plaza Culvert Replacement</b>	202000007	Public Works Administration	2020	Parkview Plaza at 195 <sup>th</sup> and Scriber Creek	P	129	413	0	0	0	0	542
Replace driveway and culvert to Parkview Plaza (Lighthouse Diving Center) by replacing the existing 60-inch diameter culvert with a 12.5-ft wide by 5.5-ft high concrete box culvert, and by raising the bank on the west side of the culvert. The Parkview Plaza culvert is undersized. The culvert overtops in the 100-year event and contributes to flooding at Old 196th Street. The backwater created by this undersized culvert encourages Scriber Creek to jump its banks and flood Old 196th Street.												

<b>Scriber Creek Culvert Replacement at Casa Del Rey Condominiums Driveway</b>	202000008	Public Works Administration	2020	Casa Del Rey Condominiums at 195 <sup>th</sup> and Scriber Creek	P							
<p>Replace the existing combination of angled twin 42-inch diameter concrete and CMP culverts with one flow-aligned 12.5-ft wide by 5.5-ft tall precast 3-sided concrete culvert. The inlets and outlets of these culverts are askew from the north-south alignment of the creek, and about halfway across the street, they take a sharp approximate 90-degree bend. Scriber Creek overtops the driveway in a 100-year recurrence interval flood event, endangering motorists and pedestrians and causing flooding damage to adjacent properties and several condominium residences.</p> <p>The replaced culvert provides a 100-year level of protection from flooding, resulting in improved public safety, increased flow conveyance capacity, improved instream habitat, and improved fish passage.</p>						0	133	662	0	0	0	795
<b>Stormwater Storage (188th St SW)</b>	202000009	Public Works Administration	2020	Scriber creek in the 188 <sup>th</sup> St Vicinity	P*							
<p>Maximize flood storage and floodplain reconnection within the City-owned vacant property located north of 188th Street SW. This improvement would include excavating portions of the property to create new wetlands and also provide flood storage.</p>						450	0	0	0	0	0	450

<b>Installation of small berms</b>	202000010	Public Works Administration	2020	Eunia Plaza and Flynn's Carpets vicinity at about 186 <sup>th</sup> and SR 99	P	0	0	61	216	0	0	277
<p>Berm open channel segments of Scriber Creek between driveway culverts near Flynn's Carpets, the Old Buzz Inn, and Eunia Plaza to protect low-lying areas of adjacent properties.</p> <p>Backflow prevention and a pipe extension (potentially to Scriber Creek at north end of City Park Property north of 188th St) to collect runoff from low parking areas would be required.</p> <p>Scriber Creek overtops its banks in the 10-year event causing flooding of adjacent business parking lots and access.</p>												
<b>Stormwater Infrastructure Management Plan</b>	202000013	Public Works Administration	2020	City wide	N	110	0	0	0	0	0	110
<p>Develop a work plan that the City can follow to properly map and manage their stormwater infrastructure as a systematic, progressive, and prioritized program for rehabilitating or replacing infrastructure as it reaches the end of its design life. The plan will spread out and normalize capital infrastructure replacement expenditures over time.</p>												
<b>44th Avenue Flood Notification Signage</b>	202000014	Public Works Administration	2020	20700 block 44 <sup>th</sup> Ave W	F	43	154	0	0	0	0	197
<p>The Scriber Creek crossing of 44th Avenue West occasionally is inundated with floodwaters during large storms. This project will construct automatic signs that deploy when the road is flooded to warn motorists that there is water on the roadway.</p>												

<b>Pipe Detention Site 19-1</b>	202000015	Public Works Administration	2020	Site 19-1, 75 <sup>th</sup> Avenue West and 196 <sup>th</sup> Street SW	P	0	850	0	0	0	0	850
Add a storm water detention system to detain and slowly release storm water runoff into the 196th system.												
<b>Copper Ridge Pond Site 20-1</b>	202000016	Public Works Administration	2020	Site 20-1, 196 <sup>th</sup> Street SW near 70 <sup>th</sup> Place West	P	0	0	25	0	0	0	25
Retrofit the existing Copper Ridge stormwater detention system outlet structure to maximize storage capabilities.												
<b>Blue Ridge Pond Site 22-1</b>	202000017	Public Works Administration	2020	Site 22-1, 71 <sup>st</sup> Avenue West at 186 <sup>th</sup> Street SW	P	0	0	25	0	0	0	25
Retrofit the existing detention system outlet structure to maximize storage capabilities.												
<b>Pipe Detention Site 26-1</b>	202000018	Public Works Administration	2020	Site 26-1, 74 <sup>th</sup> Avenue West near 192 <sup>nd</sup> Place West	P	0	0	300	0	0	0	300
Add a stormwater detention facility to control runoff for the benefit of the downstream system.												

<b>44th Avenue W. roadway raising at Scriber Creek crossing (Phase 2)</b>	SD2003017 B	Public Works Administration	2003	20700 block 44 <sup>th</sup> Ave W	N							
<p>This project is the second phase of the completed project SD2003017A. The existing roadway has experienced substantial settlement due to poor underlying soils. Scriber Creek has experienced substantial sediment accumulation resulting in a higher creek profile. As a result, roadway flooding occurs during high storm events and is expected to increase in frequency as roadway settlement and creek siltation continues. The first phase of the project installed beaming and a pump. Phase two will raise the existing roadway. A separate project is also included that would install an automatic warning sign during flooding.</p> <p>Raising roadway is necessary to alleviate seasonal flooding.</p> <p>2009 Surface Water Management Comprehensive Plan Project #FL-5.</p>						0	0	0	5,550	0	0	5,550
<b>Raise Old 196th Street SW</b>	202000006	Public Works Administration	2020	Vicinity of 56 <sup>th</sup> Ave W	P*							
<p>Raise the low portions of Old 196th Street roadway about 1 foot to elevation 342 ft (NAVD 88 vertical datum) starting near the west end of the bridge that provides pedestrian access to Wilcox Park. This project would also raise the access driveways for the Great Floors and Parkview Plaza buildings to meet the new elevation of Old 196th Street.</p> <p>Raising the roadway would improve access to Parkview Plaza and provide protection from roadway overtopping during the 100-year event, and improved public safety.</p>						0	300	0	0	0	0	300
<b>44th Ave Flood Notification Sign</b>	202000007	Public Works Administration	2020	44th Ave	N							
Installing notification sign.						0	0	0	0	0	0	0

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Public Works Administration Projects – Transportation Projects (Transportation Improvement Program (TIP))												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>Neighborhood Traffic Calming Program</b>	200800103	Public Works Administration	2008	City wide	F*	50	50	50	50	50	50	300
Institute a City-wide Neighborhood Traffic Calming Program to address traffic issues on local streets and to afford continued protection to neighborhoods.												
<b>City Center: New Road - 42nd Ave W</b>	200800105	Public Works Administration	2008	Alderwood Mall Blvd to 194 <sup>th</sup> Street SW	P*	2,000	3,000	3,000	500	4,000	4,000	16,500
Construct a new road from Alderwood Mall Blvd. to 194th St SW to provide access to adjacent buildings, to distribute traffic, and to shorten blocks to facilitate pedestrian traffic. This roadway is part of an integrated package or transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Centers designated in the PSRC's Vision 2040. The project has received a federal grant for design work.												
<b>33rd Ave W Extension</b>	200800108	Public Works Administration	2008	33 <sup>rd</sup> Ave W to 184 <sup>th</sup> St SW	N	0	0	0	220	550	2,430	3,200
This project will realign 33rd Ave to the new intersection at 33rd Ave W and 184th St SW (the intersection constructed to access Costco). This project will likely be funded by a combination of local funds, grants, and a possible contribution by Alderwood Mall. The road will provide a much needed second route to the western side of												

Alderwood Mall from the north. It will allow traffic to by-pass the intersection of 184th St SW and Alderwood Mall Parkway which is at capacity much of the time. This extension will also become critical when the Poplar Bridge extension is completed which connects to 33rd Avenue West to the south. This project was one of the projects identified in the City Center Access Study.												
<b>City Center: New Road - 194th St SW</b>	200900101	Public Works Administration	2009	40 <sup>th</sup> Street SW to 33 <sup>rd</sup> Avenue West	N							
Construct a new road from 40th Ave W to 33rd Ave W to provide access to adjacent buildings, to distribute traffic, and to shorten blocks to facilitate pedestrian traffic. This project will provide access and internal circulation to the City Center area. It will also provide for and encourage the pedestrian traffic desired in the City Center. This project is part of an integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Centers designated in the PSRC's Vision 2040. Initial work includes conducting analysis to review various alignment alternative to verify location of this new street.						0	0	0	0	5300	10800	16100
<b>City Center Gateway: I- 5/44th Ave W Underpass Improvements</b>	201400166	Public Works Administration	2014	I-5/44th Ave W	P*							
Improve the pedestrian access and gateway of the Interstate 5 underpass along 44th Ave. W. The City Center Streetscape Plan, Gateway Concept provides conceptual design and improvements at this designated gateway area. The underpass is a gateway into the City Center. These gateways are designated to present a positive image to the community. Improving this gateway area will increase pedestrian accessibility and improve the image of Lynnwood and its City Center.						500	500	2,000	0	0	0	3,000

This project ranked # 3 for City Center pedestrian projects to pursue in City Council Resolution 2014-15.												
<b>Wayfinding Plan, City Arterials</b>	201700102	Economic Development	2018	City wide	P*	100	0	0	0	0	0	100
Wayfinding signs are proposed to link important community and business locations and provide directional assistance to arterial travelers.												
<b>Gateway Monument Markers</b>	201800102	Economic Development	2019	City wide	P*	160	160	160	160	160	0	800
The City's "Welcome to Lynnwood" signs need refreshing and updating.												
<b>Traffic Signal (28th Ave W &amp; AMB)</b>	202000020	Public Works Administration	2020	28th Ave W & AMB	N	0	0	0	100	246	1,118	1,464
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												
<b>Maple Rd Improvement</b>	202000019	Public Works Administration	2020	36 <sup>th</sup> Ave W to 44 <sup>th</sup> Ave W	N	0	0	173	1,764	0	0	1,937
This old county section of road has missing curb, gutter, and sidewalks and is in need of reconstruction.												
<b>Roundabout /Traffic Signal (48th Ave W &amp; 188th St SW)</b>	202000021	Public Works Administration	2020	48th Avenue West & 188th Street SW	N	0	0	0	104	640	0	744
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												

<b>Traffic Signal (66th Ave &amp; 212th St)</b>	202000022	Public Works Administration	2020	66th Avenue West & 212th Street SW	N	0	0	0	104	640	0	744
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												
<b>Turn Lanes (City of Edmonds - 212th St SW &amp; Hwy 99)</b>	202000023	Public Works Administration	2020	City of Edmonds - 212th St SW & Hwy 99	N	0	0	3,260	0	0	0	3,260
The City of Edmonds requested that we put this project on our CFP. It is adjacent to Lynnwood and Lynnwood may participate depending on the design. This project would install turn lanes at this intersection to relieve congestion.												
<b>Traffic Signal (52nd Ave W &amp; 208th St SW)</b>	202000024	Public Works Administration	2020	52nd Ave W & 208th St SW	N	0	0	0	100	400	0	500
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												
<b>Traffic Signal (52nd Ave W &amp; 204th St SW)</b>	202000025	Public Works Administration	2020	52nd Ave W & 204th St SW	N	0	100	400	0	0	0	500
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												

<b>Traffic Signal (48th Ave W &amp; 194th St SW)</b>	202000026	Public Works Administration	2020	48th Ave W & 194th St SW	N	0	0	0	100	400	0	500
This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement.												
<b>School Safety Improvements</b>	201900124	Public Works Administration	2018	City wide	P*	750	0	0	0	0	0	750
Added per Council request Sept 24, 2018 during budget discussions. Concerns from residents near schools, particularly Lynndale Elementary, prompted the need for a study of conditions surrounding schools. Area of concern include traffic patterns and available safe walk routes. The study identified various potential improvements to be considered for implementation. Selected projects will be moved forward for further evaluation and/or construction.												
<b>48th Ave W Bike and Ped Improvements</b>	2016001010	Public Works Administration	2016	Lynnwood Transit Center to 194 <sup>th</sup>	P*	0	0	0	300	300	2,000	2,600
Project will enhance this critical pedestrian and bicycle connection between the Lynnwood Transit Center and transit service along 196th Street SW. It will also provide an improved connection between the transit center and the neighborhoods to the north. A partnership with Sound Transit is anticipated for the project.												
<b>City Center (46th Ave W)</b>	202000027	Public Works Administration	2020	46th Ave W	N	0	0	0	3,300	7,800	8,500	19,600
This new City Center roadway would connect 196th Street SW through private properties to the signalized 46th Intersection at 200th Street SW that is the future entrance to the Light Rail Station. Talks are underway with the property owner who would construct a portion of the roadway.												

<b>Highway 99/Pacific Highway Center Median Treatment Project</b>	202100001	Public Works Administration	2021	Highway 99	N							
<p>City of Edmond currently effort in design to extend the center median of Hwy 99 from King County border north through Edmonds and about 500 feet north of 212th/99 in Lynnwood. Lynnwood will begin to receive urgings to continue the center median treatment which starts on Aurora in Shoreline. Center medians at two locations of Hwy 99 in Lynnwood have been modified to mitigate left turning collisions. Before a full treatment project is complete, City is likely to have more locations where property owners request an extension of c-curbing or adding a median.</p>						0	0	0	0	0	0	0
<b>Traffic Safety Evaluation on Highway 99 Driveways</b>	202100002	Public Works Administration	2021	Highway 99	N							
<p>This study will be performed based on access and collision history on the Highway 99 Driveways.</p>						0	0	0	0	0	0	0
<b>City-Wide Sidewalk and Walkway Program</b>	ST1997018 A	Public Works Administration	1997	City wide	P*							
<p>Construct new asphalt shoulders, walkways or sidewalks to those roads. Included on the City's Pedestrian Skeleton System. This program is designed to fill in those areas lacking continuous sidewalks. Per the 2015 Transportation Element, The Pedestrian Skeleton consists of 104 miles, of which 85 miles or 82% is complete today. The project supports Transportation Element of policy T-4.1. This program will require a policy discussion with City Council to determine appropriate allocations. Project is ongoing as funds are available.</p>						500	500	500	500	500	500	3,000

<b>Pavement Management Program</b>	ST1997031 A	Public Works Administration	1997	City wide	P*							
<p>Repair or reconstruct and overlay the City's streets as recommended by the analysis in the pavement management system.</p> <p>The maintenance program to resurface or rebuild City streets is necessary to improve their rideability and, their useful life span, and avoid the cost that comes with the degradation of infrastructure if it is not kept up appropriately.</p> <p>The sources of funds for this yearly effort include Transportation Benefit District funds. Funding at lower levels would result in deferred maintenance and a deterioration in the condition of the street surface and significantly increased costs of repair in the future.</p> <p>Project is ongoing.</p>						1,725	1,725	1,725	1,725	1,725	1,725	10,350
<b>New Road: Maple Road Extension</b>	ST1998036 A	Public Works Administration	1998	32nd Ave W to Alderwood Mall Parkway (near Costco)	N							
<p>Construct a new road. The project schedule is dependent on development occurring along the proposed route of the road. The project would also allow the re-configuration of the traffic signal just west of Alderwood Mall Parkway on Maple Road to provide more queue space and reduce congestion.</p> <p>The funding would be participation by adjacent landowners at time of development and dedication of right -of-way as a condition of development.</p>						0	0	173	1,764	0	0	1,937
<b>Expanded Road: 52nd Ave W</b>	ST1999041 A	Public Works Administration	1999	168th St SW to 176th St SW	N							
<p>Install sidewalks and associated widening to make this a three-lane facility with bike lanes.</p> <p>This project will provide needed pedestrian facilities along this section of 52nd Avenue W.</p> <p>This project will require grant and local funding.</p>						0	0	0	0	236	176	412

<b>Traffic Signal Rebuild Program</b>	ST2002044 A	Public Works Administration	2002	City wide	P*							
<p>This program will systematically rebuild Lynnwood's aging traffic signal inventory. Lynnwood owns and operates about 65 traffic signal that vary in age from recently built to decades old. This program will inventory and analyze all components of the system and lay out a plan for replacement of needed components as they age and reach the end of their working life. The City first began installing signals in the 1970's which means many signals have reached the end of their expected life. The normal life for internal signal equipment is 10 to 20 years. The normal life for housing and supports is 15 to 25 years. Furthermore, parts are no longer available for some of the older signals.</p> <p>Funding for this program comes from the Transportation Benefit District, but not enough funds are available to fully fund the program.</p> <p>Ongoing replacement of aging traffic signals will minimize breakdowns and maintain safety in traffic flow throughout the City.</p>						300	150	150	150	150	150	1,050
<b>Intersection Improvements (52nd &amp; 176th)</b>	ST2002052 A	Public Works Administration	2002	52nd Ave W and 176th St SW	N							
<p>Future project to build a roundabout or a fully actuated signal with mast arm supports, illumination, and telemetry interconnect. This signal will improve both access and safety at this intersection. Anticipated funding to be from grants and local match. Staff has made channelization modifications over the past decade at this location to enhance safety. This is another location that staff is monitoring to ascertain when growth and conditions warrant the installation.</p>						0	0	0	0	45	462	507

<b>City Center: Expanded Road: 196th St SW (SR- 524)</b>	ST2003068 A	Public Works Administration	2003	48th Ave W to 37th Ave W	F*							
<p>The additional capacity is needed to keep projected City Center traffic flowing at an acceptable LOS during the afternoon peak hour. The project was identified in the City Center traffic analyses and is necessary to shorten traffic delays caused by future growth.</p> <p>The project is fully funded through state and federal grants, and local match funds. The project is expected to be bid in late 2019 with two seasons of construction to start in 2020.</p> <p>This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040.</p>						10000	0	0	0	0	0	10000
<b>Expanded Roadway: 200th St SW</b>	ST2003069 A	Public Works Administration	2003	64th to Scriber Lk Rd	N							
<p>Widen 200th Street SW to accommodate growth, especially in the City Center. This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in PSRC's Vision 2040.</p> <p>This project will provide an alternative route to 196th St SW.</p>						0	0	0	0	0	500	500
<b>City Center: Expanded Road: 200th St SW</b>	ST2005076 A	Public Works Administration	2005	48th Ave W to 40th Ave W	N							
<p>Widen 200th St SW from three lanes to 5/7 lanes with bike lanes and wide sidewalks and turning lanes at the 44th Ave W/200th St SW intersection. This project will provide an alternative East/West route to 196th St SW. The intersection improvements will improve traffic flow through this area for auto, freight and buses.</p> <p>This project is part of an integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040.</p>						10000	5000	0	0	0	0	15000

<b>City-Wide Sidewalk and Walkway Program - ADA Ramps</b>	ST2006018 B	Public Works Administration	2006	City wide	P*							
<p>Add ADA compliant handicap ramps to street corners.</p> <p>The City is required by Federal law to make all city facilities ADA (Americans with Disabilities Act) compliant.</p> <p>This program will implement ADA improvements identified in the ADA Transition Plan and may require a policy discussion with Council to determine appropriate allocations. Presently, the Transportation Benefit District funds this project and work is ongoing.</p>						200	200	200	200	200	200	1,200
<b>City-Wide Sidewalk and Walkway Program - Operations and Maintenance</b>	ST2006018 C	Public Works Administration	2006	City wide	P*							
<p>Funds are made available for City street crews to perform light capital repair of existing sidewalks.</p> <p>Assure the safety of pedestrians. The Transportation Benefit District currently provides funding for this project.</p> <p>Project is on-going as funds are made available.</p>						50	50	50	50	50	50	300

<b>Poplar Extension Bridge</b>	ST2006088 A	Public Works Administration	2006	33rd Ave W to Poplar Way	P*							
<p>This project will construct a bridge across I-5 to connect Poplar Way with 33rd Ave W.</p> <p>This project was the second highest priority project identified by the City Center Access Study. The project will provide a more direct route to northbound I-5 at Poplar Way and will alleviate congestion along Alderwood Mall Parkway and along 196th St SW.</p> <p>This project ranked number #4 for City Center transportation projects to pursue in City Council Resolution 2014-15.</p> <p>Project has secured \$3.2M in grants for design and \$3.05M for right of way. These phases are nearing completion. The City is actively pursuing state and federal funds for the construction phase of the project that exceeds \$30 million.</p>						2000	15,000	15,000	8000	0	0	40,000
<b>Beech Road Improvements</b>	ST2006092 A	Public Works Administration	2006	18700 block to Maple Road	P*							
<p>This project will construct two extensions of Beech Road.</p> <p>This project will provide much needed additional access and circulation to the properties located east of Alderwood Mall Parkway along I-5 as they develop/redevelop.</p> <p>These extensions will likely be funded by a combination of Developer contributions, mitigation fees, grants and local funds.</p>						3,300	0	0	0	0	0	3,300
<b>North Link LRT Extension</b>	202000028	Public Works Administration	2020	Lynnwood to Everett	N							
<p>Lynnwood will be heavily involved in the planning and design of this critical transportation improvement that will cut directly through Lynnwood's urban growth area.</p>						0	0	0	0	0	0	0

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)

Parks, Recreation & Cultural Arts Projects												
Project Title & Location	Project Number	Department	Project Year Identified	Location	Funding Status	2022	2023	2024	2025	2026	2027	Project Total Expense
<b>Lynnwood Golf Course Pro Shop Renovations</b>	201200152	Parks, Recreation & Cultural Arts	2012	Golf course	F*							
<p>Development of a food and beverage indoor dining service in the Golf Course Pro -Shop. Project is identified in the approved 2012-2016 LMGC Business Plan.</p> <p>This project would remodel the Pro Shop with a snack bar area that would provide indoor dining and beverage service, an expanded menu and allow for increased hours of operation. Project would provide revenue from increased sales, increased hours of operation and increased of rounds of golf.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Park improvements enhance level of service to park users.</p>						50	0	0	0	0	0	50

<b>Recreation Center Covered Walkway</b>	201500102	Parks, Recreation & Cultural Arts	2019	Recreation Center	F*	250	0	0	0	0	0	250
Weather shelter to cover front walkway for swim line patrons.												
<b>Senior Center / Teen Center Expansion</b>	201500103	Parks, Recreation & Cultural Arts	2015	Senior Center	P*	250	0	0	0	0	0	250
Remodel and/or expansions in an existing City building or off-site lease space to accommodate expanded youth, teen, senior, and community programs.												
<b>Meadowdale Playfields LED Lighting</b>	201500104	Parks, Recreation & Cultural Arts	2019	66th Ave W and 168th St SW	N							
Meadowdale Playfields were constructed in 1989 and currently the lights are HID 1000-watt metal halide and high pressure sodium bulbs. This project will design and convert the original lighting system to the more efficient LED lighting technology. Improvements will reduce annual maintenance and utility costs while increasing overall lighting, improve safety, and reduce light spillover pollution. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to existing facilities to promote public safety, security and respond to the community needs. Park improvements enhance level of service to park users. This project will help to support the community need for lighted sport facilities. Meadowdale Playfields is a joint facility; additional funding may be available from Edmonds School District and/or City of Edmonds.						0	0	0	2500	0	0	2500

<b>Park Central (Wilcox Park Improvements)</b>	201500105	Parks, Recreation & Cultural Arts	2015	Wilcox Park	N	0	0	0	0	0	50	50
<p>Wilcox Park and nearby area pedestrian and park improvements. Redesign and redevelop play areas and sport court to incorporate a connecting trail from the Park to Cedar Valley Community School. Improvements will include new fencing, ADA improvements, updated play areas, and new sport court area.</p>												
<b>Tunnel Creek Trail</b>	201500106	Parks, Recreation & Cultural Arts	2015	Edmonds School District property off 33rd PL W across from Costco	N	0	0	0	0	0	50	50
<p>Formalize existing social trails. Safety improvements, signage, and ROW acquisition.</p>												
<b>Scriber Creek Trail Improvements</b>	201500107	Parks, Recreation & Cultural Arts	2015	from Wilcox Park to Transit Center	P*	3,100	3,000	2,500	2,500	0	0	11,100
<p>Replacement of the current trail with an elevated trail designed to allow for seasonal flooding. The elevated trail will provide additional viewing opportunities of the wetland and include interpretive signage. The 1.5-mile trail begins at the transit center and runs north to Scriber Lake Park. The current trail is seasonally under water and in need of major renovation. An elevated walkway will allow for seasonal flooding while providing year-round recreation opportunity and improved pedestrian and bicycling access to the transit center. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to existing facilities to promote public safety, security and respond to the community needs. Park improvements will enhance the level of service to park and trail users. This project will meet an expressed community need in Lynnwood. This project may qualify for mitigation funding as part the Lynnwood Link light rail project.</p>												

<b>Park Signage</b>	201900102	Parks, Recreation & Cultural Arts	2021	17 park locations around the city	N							
<p>Development of a park signage program that would replace all park entrance and ancillary signs to reflect the City's branding program. With the recent adoption of Lynnwood's branding program, this is an opportune time to revitalize the park signage program. The 2010 Branding Report recommends an inventory of existing City signage, and creation of a plan for all signage within 5 years. Existing signs in the park system would be replaced, some of which are over 40 years old, with signs that reflect Lynnwood's brand. The City's brand identity would be integrated into the new signs which would identify each park and celebrate the neighborhood it supports.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Park improvements enhance level of service to park users.</p>						0	0	0	0	0	50	50
<b>Alderwood Transition Area mini park</b>	201900103	Parks, Recreation & Cultural Arts	2017	Near Alderwood Mall	N							
<p>Develop a mini-park along Interurban Trail to serve new residential development in Alderwood Transition Area.</p> <p>Identified as an amenity improvement in the Interurban Trail Master Plan 2018 update to help serve a LOS deficit in the Alderwood Transition Area.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p>						0	50	0	300	0	0	350

<b>ADA Park Upgrades</b>	201900104	Parks, Recreation & Cultural Arts	2019	City wide	F*							
<p>ADA park upgrades such as pathways/walkways, restrooms, playground ramps, etc. to bring all parks up to compliance with Title II of the ADA requirements.</p> <p>ADA park upgrades identified in 2018 ADA Self-Assessment and prioritized in the Transition Plan.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. Meet or exceed the requirements of Title II of ADA.</p>						50	50	50	50	50	50	300
<b>Veterans Park Redevelopment</b>	202000101	Parks, Recreation & Cultural Arts	2019	44th Ave W and Veterans way	P*							
<p>Acquisition of property for City Center parks per the City Center Parks Master Plan, completed in 2007. Acquisition and development proposed to be coordinated with the Lynnwood Square developer, negotiated through a development agreement.</p> <p>Goals and objectives of Lynnwood Comprehensive Plan and Parks and Recreation Comprehensive Plan support park site acquisition and development to ensure that all city residents are well served.</p> <p>Village Green ranked # 3 for City Center partnership projects to pursue in City Council Resolution 2014-15.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Because characteristics and social patterns for City Center residents are expected to be different from the city as a whole, the LOS standard will be unique to the City Center. A parks level of service of 5 acres per 1000 population has been proposed.</p>						250	0	0	0	0	0	250

<b>Lund's Creek Park Development</b>	200900117	Parks, Recreation & Cultural Arts	2009	6026 156th St SW, Edmonds	N	0	0	0	0	0	0	0
Environmental education center												
<b>Lynndale Park Renovation, Phase IV</b>	PK1997017 B	Parks, Recreation & Cultural Arts	1997	Lynndale Park	N	0	0	0	0	0	50	50
<p>Phase IV includes rehabilitation of the central play area according to the 2001 Central Play Area Master Plan, which includes a tot lot, ADA improvements, improved circulation, picnic facilities, volleyball courts and landscaping.</p> <p>The park's central play area, originally developed in 1968, is heavily used by the community, summer camp and recreation programs, and is in need of renovation. The project will also improve park circulation and ADA access. Development of a tot lot will help support City day camp programs and neighborhood use.</p> <p>The Central Play Area Master Plan was completed in 2000 and is consistent with the Lynndale Park Master Plan. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Park improvements enhance level of service to park users.</p>												
<b>Daleway Park Renovation, Phase II</b>	PK1997020 B	Parks, Recreation & Cultural Arts	1997	Daleway Park	N	0	0	0	0	0	50	50
<p>Phase II includes addition of a picnic shelter and improvements to drainage in large lawn area.</p> <p>Drainage improvements to the front lawn area would improve safety and expand usage of the space. A reservable picnic shelter is needed to serve the neighborhood.</p> <p>The project is consistent with the approved 1997 Daleway Park Master Plan. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and</p>												

respond to community needs. Park improvements enhance level of service to park users.												
<b>Interurban Trail Improvements</b>	PK1998021 A	Parks, Recreation & Cultural Arts	1998	City wide	N							
<p>Provide signage, trailheads and historic markers, and improve landscaping along Lynnwood 's 3.8-mile portion of the Regional Interurban Trail. To enhance trail users' experience and provide a safer route along the Interurban Trail. Trailheads with landscaping, benches and amenities will serve as rest stops and add to the comfort of all users. Directional and regulatory signage will be improved. The history of the Interurban Railway will be told with signage placed along the trail at the historic Interurban stations.</p> <p>Improvement of the Interurban Trail has been a Parks Board priority for many years, but it has yet to be funded. The Interurban Trail has been developed through Shoreline, Edmonds, Mountlake Terrace, Lynnwood, and Snohomish County to Everett.</p> <p>The project is consistent with the goals and objectives of the Comprehensive Plan, the Parks and Recreation Element, the Interurban Trail Landscape Plan and AASHTO trail standards, to promote public safety, security and ADA accessibility and response to community's needs. This project ranked # 4 for City Center pedestrian projects to pursue in City Council Resolution 2014-15.</p> <p>Park improvements enhance level of service to park users. Trail enhancement would increase trail use by providing a more attractive and interesting travel route.</p> <p>Potential WWRP or LWCF grant.</p> <p>Improvements to the City Center trailhead (40th Ave W / Alderwood Mall BLVD) planned for 2016 as master concept for future trailhead improvements.</p>						0	0	200	0	0	200	400

<b>South Lund's Gulch Trail Development</b>	PK1998023 C	Parks, Recreation & Cultural Arts	2022	Gulch Trail	N							
<p>Development of trailhead at the south end of Lund's Gulch (parking, picnic area, restrooms, kiosk), and 3/4-mile soft surface hiking trail into Lund's Gulch with bridge crossing at Lund's Creek. Trail will connect with existing trail system in county owned Meadowdale Beach Park. Trail development will require consultant design, engineering and permitting for development in sensitive areas.</p> <p>Project would provide Lynnwood residents with direct physical access to Lund 's Gulch, Lund's Gulch Creek, and the Salish Sea. Residents have rated the need for trail access to natural areas high on community surveys. First section of trail was developed in 2004 with REI volunteers. Neighborhood meetings and coordination with Snohomish County Parks were held in 2007. City has preserved 98 acres of open space adjacent to Meadowdale Beach Park, but there is no public access into south end of gulch.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs to preserve and provide public access to natural resources in public ownership.</p> <p>Park and trail improvements enhance level of service to park users to meet adopted level of service of .25 miles/ 1,000 residents.</p>						0	0	0	500	0	0	500

<b>Scriber Creek Trail, Master Plan (aka Center to Sound Trail)</b>	PK1998025 A	Parks, Recreation & Cultural Arts	1998	City wide	N							
<p>Master planning for the improvements and northern extension of the Scriber Creek Trail from the Lynnwood Transit Center through Scriber Lake to Lund's Gulch, creating a north-south Class bicycle/pedestrian corridor through Lynnwood for recreation and commuter use.</p> <p>This project would provide a north-south trail corridor, a Class I bicycle/pedestrian trail, that would link parks, open space, neighborhoods, schools, businesses and shopping in Lynnwood.</p> <p>The project is consistent with goals and objectives in the Parks &amp; Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>There is currently a deficit of trails in Lynnwood. Extension of trail would increase trails level of service and access to the Transit Center and future Link Light Rail Station.</p> <p>This project is included in Lynnwood's Transportation Business Plan and Non-motorized Skeleton System Development. Extension of the trail will need a full alignment study and coordination with Public Works floodplain projects.</p> <p>Potential Washington Wildlife and Recreation Program (WWRP) or Land and Water Conservation Fund (LWCF) grant Potential Sound Transit mitigation project.</p>						0	0	150	0	0	0	150

<b>Scriber Creek Trail Extension, Acquisition (aka Center to Sound Trail)</b>	PK1998025 B	Parks, Recreation & Cultural Arts	2021	City wide	P*							
<p>Master planning for the extension of Scriber Creek Trail northward through the city from Scriber Lake Park to Lund 's Gulch, creating a north-south bicycle corridor through Lynnwood for recreation and commuter use. Missing links along the existing trail from the Transit Center to Scriber Lake Park would be completed with the trail improved to a Class I bicycle/pedestrian trail.</p> <p>This project would provide a north-south trail corridor, a Class I bicycle/pedestrian trail, that would link parks, open space, neighborhoods, schools, businesses and shopping in Lynnwood.</p> <p>The project is consistent with goals and objectives in the Parks &amp; Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>Park and trail improvements enhance level of service to park users to meet adopted level of service of .25 miles/ 1,000 residents.</p>						500	500	500	500	500	500	3000

<b>Scriber Creek Trail Extension, Development (aka Center to Sound Trail)</b>	PK1998025 C	Parks, Recreation & Cultural Arts	1998	City wide	N							
<p>Extension of Scriber Creek Trail from Scriber Lake Park northward to Lund's Gulch, and improvements to existing trail from the Transit Center through Scriber Lake Park to 196th St SW. The length of the trail will be improved to a Class I bicycle/pedestrian trail creating a north-south bicycle corridor through Lynnwood for recreational and commuter use. This project would provide a 1.5-mile Class I bicycle/pedestrian trail that would link the Interurban Trail, Transit Center and future City Center development with Lynnwood parks, neighborhoods and retail and commercial centers.</p> <p>The project is consistent with goals and objectives in the Parks &amp; Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>Improvements to trail will increase level of service to users and provide a north -south non-motorized corridor through Lynnwood.</p> <p>Phase I: 196th St SW to 188th St SW utilizes storm drainage property.</p> <p>Phase II: to begin after ped bridge constructed over HWY 99 and acquisitions complete.</p> <p>Potential WWRP or LWCF grant.</p>						0	250	500	2,500	0	0	3,250

<b>Strategic Acquisitions</b>	PK1998031 A	Parks, Recreation & Cultural Arts	1998	City wide	N							
<p>Acquisition of property for new active park facilities - mini parks, neighborhood parks and community parks adjacent parcels for park expansion, and preservation of natural areas in Lynnwood. This project would provide funding when acquisition opportunities arise to purchase park land.</p> <p>More community, neighborhood and mini parks are needed in both the City to meet the recreational needs of underserved neighborhoods and make up the current deficit in the level of service for Core Parks.</p> <p>Opportunities to acquire strategically located parcels adjacent to existing city-owned parcels will serve to expand parking lots, improve access points, or preserve natural areas.</p> <p>Goals and objectives of Lynnwood Comprehensive Plan and Parks and Recreation Element support park site acquisition and development to ensure that all residents of the City and the MUGA are well served.</p> <p>Recommended LOS for Core Parks is 5 acres per 1000 population. There is currently a deficit of active parks in Lynnwood and the annexation areas.</p> <p>Fund for acquisition strategic properties to meet deficit, beginning in 2017.</p>						500	500	500	500	500	500	3,000
<b>188th St Mini Park Development</b>	PK1999033 A	Parks, Recreation & Cultural Arts	2023	Property on 188th near HWY 99	N							
<p>Development of 1-acre mini park on upland portion of City-owned storm drainage mitigation area to serve the adjacent neighborhood.</p> <p>Provide a mini park with play equipment, trails and landscaping in an underserved neighborhood.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p>						0	0	0	0	0	50	50

<b>Deferred Park Maintenance &amp; Capital Renewal</b>	PK2000034 A	Parks, Recreation & Cultural Arts	2000	City wide	F*							
<p>Dedicated funding for renovation of park sites and playgrounds at existing City parks, to replace equipment and to meet ADA accessibility &amp; safety standards for public playgrounds.</p> <p>General park conditions and existing equipment are reviewed and recommendations are made annually. Renovation is necessary to comply with safety standards, Americans with Disabilities Act and for repair and replacement of outdated play equipment. ADA requires all playgrounds over 20 years old be renovated for accessibility.</p> <p>Renovation of existing park facilities is a high priority of the Parks and Recreation Board. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Renovation of parks will improve level of service for users.</p> <p>Dedicated fund for necessary park renovation and repair and deferred maintenance.</p>						200	200	200	200	200	200	1,200

Rowe Park Development	PK2001039 B	Parks, Recreation & Cultural Arts	2001	Rowe Park	F*							
<p>Construction of a new 2.39-acre neighborhood park that will serve all ages and abilities. Master Plan completed in 2004 through public process, includes accessible recreation elements integrated throughout forested site, with a meandering series of accessible paths, a playground, outdoor exercise equipment, an informal play lawn, flower gardens, picnic areas and restrooms and parking.</p> <p>To provide a park that serves the neighborhood families, senior housing, a senior care facility and a church. The primary focus of development will be to provide a park that includes amenities that are accessible for users of all ages and abilities, including disabled individuals. Although all of Lynnwood 's parks strive to be accessible, Rowe Park will feature low impact exercise equipment, level walking trails and serene garden spaces, as well as active play equipment.</p> <p>This park is very important to the neighborhood and they have been anxiously looking forward to it since they participated in the master planning process in 2004. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Development would help meet the LOS for neighborhoods in the northwest quadrant of the city.</p> <p>Proposed WWRP grant in 2016, funding available in 2017. Master Plan was completed in 2008.</p>						50	500	4,000	0	0	0	4,550

Scriber Lake Park Renovation, Phase II	PK2003046 C	Parks, Recreation & Cultural Arts	2003	Scriber Lake	P*							
<p>Phase II renovation will focus on improvements to the NE and SE corners of the park to improve access and expand parking. NE corner will include the 196th St SW entry and frontage improvements, entry signage and wayfinding elements. The sinking and worn trails will also be replaced, and security issues will be addressed by thinning/removing overgrown and invasive vegetation, opening up vistas within the park for surveillance.</p> <p>This project will improve primary entrances to the park. Currently the SW corner is the only vehicular entry and prone to illegal activities, and the NE corner is the primary pedestrian entrance. Improvements to these areas will serve to draw the public into the park, increase park use and discourage unwanted activities. This phase will develop both active and passive recreational activities per the 2005 Master Plan, which will increase the diversity of park users and create a safer more enjoyable environment for park users.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Grants proposed in 2020. Phase III in 2023.</p>						50	0	3,000	0	0	0	3,050

<b>Scriber Lake Park Renovation, Phase III</b>	PK2003046 D	Parks, Recreation & Cultural Arts	2023	Scriber Lake	N							
<p>Phase III renovation will address the NW corner of the park and crosswalk improvements at the intersections of 196th St. and Scriber Lake Road and 52nd Ave. Streetscape enhancements along 196th St from Scriber Lake Rd to the NW entrance will include sidewalk improvements and street tree planting. The NW corner of the park will include an inviting pedestrian entrance from 196th St and new community gathering and performance spaces, including the Community Glade, Forest Canopy Walk, Northwest Medicinal Garden, Native Plant Community Collection and the Drumlin Amphitheater/Outdoor Classroom, per the 2005 Master Plan. This phase will also enhance the 200th St. pedestrian/bicycle entrance.</p> <p>Crosswalk improvements at the intersections of 196th St. and Scriber Lake Road and 52nd Ave will provide pedestrians a safer access to the park with more visible crossings. Improvements to the overgrown and uninviting NW corner entrance will draw people into the park, increase park use and discourage unwanted uses. The 200th St entrance is an important connection to the Scriber Creek Trail and the Lynnwood Transit Center. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. Park improvements enhance level of service to park users.</p>						0	0	0	0	50	0	50

<b>Off-Leash Dog Area - Development</b>	PK2004052 B	Parks, Recreation & Cultural Arts	2004	Undetermined	N							
<p>Development of a .5 to 1 acre off-leash dog area in Lynnwood or the annexation area, to include a perimeter fencing, bag and disposal receptacles, surfacing, water access and signage. Neighborhood planning meetings would be scheduled.</p> <p>Local dog owners have expressed a need for an off-leash dog area in or near Lynnwood. The nearest off-leash dog park is in Mountlake Terrace. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide parks that respond to community's needs. There has been strong support for this project by Lynnwood residents.</p> <p>Park development raises the level of service to all park users.</p>						0	0	0	1500	0	0	1500
<b>Town Square Park Acquisition &amp; Development</b>	PK2005059 A	Parks, Recreation & Cultural Arts	2005	City Center	P*							
<p>Acquisition of property for Town Square Park per the City Center Parks Master Plan, completed in 2007.</p> <p>Public parks and plazas are proposed as the City's initial investments in the City Center to attract private development. It is important to identify the locations, general size and nature of these spaces, and begin development prior to private investment in the City Center.</p> <p>Goals and objectives of Lynnwood Comprehensive Plan and Parks and Recreation Comprehensive Plan support park site acquisition and development to ensure that all city residents are well served.</p> <p>Town Square Park ranked # 1 to pursue in City Council Resolution 2014-15. Because characteristics and social patterns for City Center residents are expected to be different from the city as a whole, the LOS standard will be unique to the City Center. A parks level of service of 5 acres per 1000 population has been proposed.</p> <p>Funding sources to be determined. Possible funding sources include grants, LID's, mitigation fees, developer contributions, bonds.</p> <p>Proposed acquisition costs per 2005 City Center Projects Costs</p>						0	0	500	5000	5000	0	10,500

Assumptions: Town Square - \$7,800K												
<b>Recreation Center Refresh</b>	PK2020010 1	Parks, Recreation & Cultural Arts	2017	Recreation Center	N							
<p>Replacement or installation of recreation toys and equipment such as playground update, aquatic toys and features, and other amenities for drop-in play.</p> <p>The renovated recreation center opens in 2011 with an average monthly usage of 45,000 visitors and a year-round, daily operation which causes natural wear and tear on equipment.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p>						0	0	100	0	100	0	200
<b>Doc Hageman Park Development, Phase I</b>	PK2002041 C	Parks, Recreation & Cultural Arts	2004	Dog Hageman park	N							
<p>1st phase of development for this MUGA-serving, neighborhood park. This park site was acquired in the MUGA for future development of a neighborhood park.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p>						0	50	250	5000	0	0	5300

<b>Lund's Gulch Open Space Preservation, Phase IV</b>	200900116	Parks, Recreation & Cultural Arts	2009	Land's Gulch	N							
<p>Future acquisition of 4.76-acre McKinley property (Fisher Road) with Conservation Future's grants.  Property acquisition in Lund's Gulch is to continue the City's preservation of this highly sensitive ecological area and protection of Lund's Gulch Creek. These sites are also strategic to future trail development in Lund's Gulch.  Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.  Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p>						0	500	0	0	0	0	500
<b>Recreation Center Phase II</b>	BP2006023 B	Parks, Recreation & Cultural Arts	2006	Recreation Center	N							
<p>Design for Phase II expansion of the Recreation/Community Center planning, design, construction</p>						0	50	0	100	0	0	150
<b>Manor Way Park Development</b>	PK1997002 B	Parks, Recreation & Cultural Arts	2006	Manor Way Park	N							
<p>Future Manor Way park will be a neighborhood park serving an underserved area in Lynnwood's municipal urban growth area. This park will be developed largely as walking trails with an active play area and parking lot.</p>						0	0	0	1,250	0	0	1,250

<b>Alderwood Middle School Joint Development</b>	BP2006024	Parks, Recreation & Cultural Arts	2020	Former Alderwood Middle adjacent to Heritage Park	N							
The Edmonds School District has plans to redevelop the former Alderwood Middle School site which is adjacent to Heritage Park. This project proposes a joint development of the site to add public access to parking, walking trails, athletic facilities, and potentially an off-leash dog areas to better serve the neighborhood's park needs.						0	0	0	1,250	0	0	1,250
											Total	353,354

Funding Status (N - Not Funded; P - Partially Funded; F - Fully Funded; and \* - has some funding in the current biennium)



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## CITY COUNCIL ITEM M-7

### CITY OF LYNNWOOD Public Works

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**TITLE:** Contract Supplement: 188th Street SW Flood Wall

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

#### **SUMMARY:**

The purpose of this agenda item is to supplement an existing agreement with Herrera Environmental Consultants Inc. for the 188th Street SW Flood Wall project. The contract total currently is \$252,742.23. Public Works staff are requesting to increase the contract by \$104,496, which will result in a new contract total of \$357,238.23.

This request is for authorization of Supplement #3 which will progress the additional design work to 100-percent design and support through project bidding.

#### **ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City a supplement to the contract with Herrera Environmental Consultants Inc. in an amount of \$104,496 for a total contract amount not to exceed a value of \$337,238.23.

#### **BACKGROUND:**

The 188th Flood Wall Project is one project in a series of projects along the Scriber Creek corridor to address repeated and significant flooding that has occurred for the past 20 years in the Scriber Creek corridor between 188th Street SW and 196th Street SW in Lynnwood, impacting private residences, businesses, property, streets, and other infrastructure. Construction of a flood wall along 188th St SW has been identified as a project that would address constriction and backwaters up into the wetland area north of 188th St SW. These projects were identified through an extensive public input process that included a citizen and business task group.

On March 3, 2020, the City of Lynnwood authorized Herrera Environmental Consultants (Herrera) to prepare a supplemental scope of work and cost estimate to for supplemental design services for the 188th Street Flood Wall Project which includes:

- A culvert across 55th Avenue SW replacing the existing cross culvert.
- Grading design along the west side of 55th Avenue W to allow overflows to more readily be collected in a ditch to reach the new culvert
- Selective grading along the east side of 55th Avenue W to allow roadway overflows to more easily flow into the creek.
- Mitigation plan and mitigation planting design for temporary and permanent impacts to wetland buffer areas.

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

Original Contract approved on May 07, 2020.

#### **FUNDING:**

**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 project supports that vision and results in an important improvement to the City that reduces the frequency of roadway overtopping to the 25-year event. Also decreases downstream flow by creating upstream storage. This project improvement would add about 2.9 acre-feet of flood storage in the 100-year event.

**DOCUMENT ATTACHMENTS**

Description:	Type:
<a href="#">Supplement Agreement</a>	Backup Material
<a href="#">scope</a>	Backup Material
<a href="#">Original contact</a>	Backup Material



# Supplemental Agreement Number: 2

Organization and Address:  
**Herrera Environmental  
Consultants Inc.  
2200 6th Ave, Suite  
#1100  
Seattle, WA 98121-  
1820**

Original Agreement Number **2895**

Phone: **(206)-441-9080**

Project Number **2895**

Execution Date  
**5/7/2020**

Completion Date  
**5/7/2023**

Project Title **188th Street Flood Wall**

New Maximum Amount Payable  
**\$337,238.23**

Description of Work **Consultant will integrated the preferred alternative into Tasks 4, 10, 11, 12, and 13. The preferred alternative (Alternative 2) requires design of the following elements:**

- **A concrete box culvert across 55th Avenue SW replacing the existing cross culvert.**
- **Grading design along the east side of 55th Avenue SW to allow overflow from the flood wall to flow into the creek**
- **A mitigation plan and planting plan due to temporary and permanent impacts to the wetland buffer**

**The scope of work and budget associated with the additional work is attached. This supplement also reinstates the baseline scope of work for Tasks 11, 12, and 13, and associated budget, which was deleted by Supplement #2, and adds project management time for the extended schedule and expanded scope of work.**

The City of Lynnwood desires to supplement the agreement with **Herrera Environmental Consultants, Inc.** and executed on **5/7/2020** and identified as Agreement No. **2895** All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I Section 1, SERVICES - SCOPE OF WORK, is amended as follows:

Add to Task 1 Project Management - Additional team coordination, QA/QC review, and 4 additional months of team coordination, progress reports, invoices, and QA/QC.

Reinstate the baseline scope and budget for Task 11, 12, and 13, which were deleted by Supplement #2.

Additional mitigation plan in Task 4. Additional calculations, design, specification, cost estimating, and geotechnical support for Tasks 10, 11, 12, and 13 related to the culvert under 55th Avenue SW and grading required along the east side of 55th Avenue SW.

II Section 2, SCHEDULE - is amended as follows:

Original contract execution date:   **5/7/2020**  

Original contract expiration date:   **5/7/2023**  

Amended contract expiration date:   **5/7/2023**  

III Section 3, COMPENSATION, is amended as follows (see attached spreadsheet):

Increase maximum payable contract amount by **\$104,496**.  
Increase approved by council on \_\_\_\_\_, council summary attached.

OR  Council approval not needed per LMC 2.92.010(B).

No change to maximum payable contract amount.

Request for Release of Management Reserve Funds in the amount of \_\_\_\_\_

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

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

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

Consultant

City of Lynnwood

Theresa Wood

## 188TH STREET SW FLOOD WALL PROJECT – SUPPLEMENT #3

On March 3, 2020, the City of Lynnwood authorized Herrera Environmental Consultants (Herrera) to prepare a supplemental scope of work and cost estimate to *for supplemental design services for the 188th Street Flood Wall Project*. Herrera is the prime firm leading a team of consultants that also includes WSP, HWA GeoSciences, Triangle Associates, and 1 Alliance Geomatics, collectively referred to as Consultant.

This scope of work includes a discussion of the activities, assumptions, deliverables, and City responsibilities associated with supplemental work that was requested by the City. Consultant will integrate the preferred alternative, define during Supplement #2 work, into Tasks 10, 11, 12, and 13. The addition of **Alternative 2 for 55th Avenue SW improvements**, as shown in the Lynnwood 188th Street SW Floodwall Design Report (WSP, February 8, 2021), requires design of the following elements:

- A culvert across 55th Avenue SW replacing the existing cross culvert.
- Grading design along the west side of 55th Avenue W to allow overflows to more readily be collected in a ditch to reach the new culvert
- Selective grading along the east side of 55<sup>th</sup> Avenue W to allow roadway overflows to more easily flow into the creek.
- Mitigation plan and mitigation planting design for temporary and permanent impacts to wetland buffer areas.

This supplement also reinstates the baseline scope of work for Tasks 11, 12, and 13, and associated budget, which was deleted with Supplement #2, and adds project management time for four additional months of project schedule.

Consultant’s services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

The task budgets for Supplement 3 will be added to the task budgets in the original agreement as modified by Supplements 1 and 2.

- Task 1– Project Management .....2

## SCOPE OF WORK

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- Task 4 – Environmental Permitting and Documentation .....3
- ENGINEERING DESIGN PHASE .....4
- Task 10 – 90% PS&E.....4
- Task 11 – 100% PS&E .....6
- Task 12 – Final Ad-Ready PS&E.....8
- Management Reserve Fund .....9

## TASK 1– PROJECT MANAGEMENT

### Task 1.1 – Coordination with City of Lynnwood

Consultant shall conduct four additional months of team coordination activities as defined in the baseline scope and budget.

### Task 1.2 – Project Schedule and Team Management

No additional schedule updates.

### Task 1.3 – Progress Reports, Invoices, and Budget Management

Consultant shall conduct four additional months of progress reporting, invoicing, and budget management, as defined in the baseline scope and budget.

### Task 1.4 – QA/QC

Herrera will perform quality assurance and quality control during development of all work product submittals described in other tasks in this supplement.

### Task 1.5 – Risk Assessment

No additional risk assessment activities are included in this supplement.

### Assumptions:

- The supplemental scope will extend the project duration by 2 months.

## **SCOPE OF WORK**

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- Herrera will provide overall project management responsibility for the project and lead in this task effort.

### **City Responsibilities:**

- City will coordinate City staff and City facility scheduling of meetings held at City Hall or field visits.

### **Deliverables:**

- Project meeting agendas and meeting notes, both by email
- Monthly invoices, progress reports, and budget tracking report
- Budget tracking spreadsheet

## **TASK 4 – ENVIRONMENTAL PERMITTING AND DOCUMENTATION**

### **Task 4.4 – Critical Areas Assessment and Report**

Herrera will prepare a mitigation plan for the critical area buffer impacts that result from construction of the flood wall.

### **Assumptions:**

- The mitigation plan will address approximately 250 square feet of permanent wetland buffer impact and approximately 2,000 square feet of temporary wetland buffer impacts by including shrub planting in the temporary disturbance area and in an a nearby grassy area.
- The mitigation plan will reference a monitoring plan and monitoring to be developed by the City.

### **Deliverables**

#### **Task 4.4**

- Draft and final mitigation plan.

## SCOPE OF WORK

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# ENGINEERING DESIGN PHASE

## TASK 10 – 90% PS&E

In addition to the baseline scope, the Consultant will prepare 90% PS&E for **Alternative 2 for 55th Avenue SW improvements** as shown in the Lynnwood 188th Street SW Floodwall Design Report (WSP, February 8, 2021):

- A culvert (approximately 44-ft long and 4-ft wide by 1.5-ft tall concrete box) across 55th Avenue SW replacing the existing cross culvert.
- Grading design along the west side of 55th Avenue SW to allow overflows to more readily be collected in a ditch to reach the new culvert.
- Selective grading along the east side of 55<sup>th</sup> Avenue W to allow roadway overflows to more easily flow into the creek.

For these additional design elements the Consultant shall prepare 90% complete design plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans, specifications, and opinion of cost shall be submitted to the City for review and comment.

### Task 10.1 – Response to 30% Comments

This subtask covers responding to the City's 30% design review comments for incorporation into the 90% design phase since there will be no 60% design submittal. **For the additional design elements introduced by work on 55th Avenue SW**, Consultant will provide the City with written responses to the City's comments. Responses shall be provided on the commented documents provided by the City.

### Task 10.2 – 90% Plans

**For the additional design elements introduced by Alternative 2**, the Consultant shall revise the 30% design plans based on the City's comments and prepare the 90% complete design plans. The 90% design shall attempt to finalize the major elements of design for the project. All project elements shall be detailed out/expanded and shown in the 90% plans.

See above for the additional design elements covered by this supplement.

## SCOPE OF WORK

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### Task 10.3 – 90% Opinion of Costs

**For the additional design elements introduced by Alternative 2**, the Consultant shall calculate 90% level quantities and opinion of construction costs based upon the submitted 90% construction plans and current unit bid prices. The Opinion of Costs shall reflect the bid items at this submittal level.

### Task 10.4 – 90% Specifications

**For the additional design elements introduced by Alternative 2**, the Consultant shall prepare Contract Special Provisions ("Specifications") for the 90% submittal. These shall include Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications, including City of Lynnwood General Requirements.

### Assumptions:

- **See Task 11 for the assumed list of plans**
- Assumptions in the baseline scope apply.
- **Additional design elements introduced by Alternative 2** are assumed to include the following:
  - 1 site plan sheet related to roadway plan (likely combined with the 188<sup>th</sup> plan sheet)
  - 1 sheet to provide profile and section of new culvert
  - 1 sheet related to details
  - 1 sheet to provide a traffic and pedestrian plan (covering both 55<sup>th</sup> and 188<sup>th</sup> work)
  - Additional design of turf reinforcement mat and soil quality and depth along 55<sup>th</sup>)
- The grading design on the east side of 55<sup>th</sup> Ave W will include a typical detail and be qualitatively described and largely be a construction directed effort to establish extent. No detailed grading plan with elevations or civil3d contours is included.

### Deliverables:

**For the additional design elements introduced by Alternative 2, Consultant will develop the following:**

## SCOPE OF WORK

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- Written responses to City comments on the 30% design deliverables (prior to comment resolution meeting)
- Electronic copy of the 90% design plan set in PDF format
- Electronic copy of the 90% opinion of cost summary submitted in PDF format
- Electronic copy of the 90% Specifications in PDF format
- Summary of all changes to plans, specifications, and estimate based on 30% comments with 90% submittal.

### City Responsibilities:

- All City responsibilities in the baseline scope apply.

## TASK 11 – 100% PS&E

**For the additional design elements introduced by Alternative 2,** the Consultant shall prepare 100% complete design plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 90% submittal deliverables. The plans, specifications, and opinion of cost shall be submitted to the City for review and comment.

### Task 11.1 – Response to 90% Comments

**For the additional design elements introduced by Alternative 2,** the Consultant shall review the City's 90% review comments for incorporation into the 100% design PS&E. Responses shall be provided on the commented documents provided by the City.

### Task 11.2 – 100% Plans

**For the additional design elements introduced by Alternative 2,** the Consultant shall revise the 90% design plans based on the City's comments and prepare the 100% plans. All project elements shall be finalized and shown in the 100% plans.

### Task 11.3 – 100% Opinion of Costs

**For the additional design elements introduced by Alternative 2,** the Consultant shall calculate 100% level quantities and opinion of construction costs based upon the submitted 100% construction plans and current unit bid prices. The Consultant shall address applicable 90% review comments and make revisions as necessary.

## SCOPE OF WORK

### Task 11.4 – 100% Specifications

For the additional design elements introduced by Alternative 2, the Consultant shall prepare the 100% Specifications based upon the 100% design plans. The Consultant shall address applicable 90% review comments and make revisions as necessary. Bid forms, including the bid schedule, shall be filled out with the project quantities with this submittal.

#### Assumptions:

- Assumptions from the baseline scope apply.
- The project is expected to result in approximately 250 sf of permanent impacts to wetland buffer areas and 2,000 sf of temporary impacts to wetland buffer areas. A mitigation planting plan will be developed and added to the 100% design deliverable.
- Some of the sheets originally planned to cover just the 188<sup>th</sup> Street SW corridor will be modified to include the 55<sup>th</sup> Avenue W corridor (such as TESC plan), and for these the sheet scale will be modified.

The following design plan sheets are anticipated to be produced. Sheets shaded in gray are part of the baseline scope. **Bolded sheets** are for the additional design elements introduced by Alternative 2.

Design Plan Sheets		
No.	Title	Lead / Support
1	Title Sheet	WSP
2	Legend and Abbreviations	WSP
3	Construction Notes	WSP
4	Existing Site Plan and Survey Control	1 Alliance
5	Site Preparation and Temporary Erosion and Sediment Control	WSP
6	<b>Civil Plan (Modified to include 55<sup>th</sup> Ave W improvements)</b>	<b>WSP</b>
7	<b>Civil Profile and Sections – 55th Avenue W (New)</b>	<b>WSP</b>
8	Civil Details 1	WSP
9	<b>Civil Details 2 (New)</b>	<b>WSP</b>
10	<b>Traffic Control Plan (New)</b>	<b>WSP</b>
11	General Structural Notes	WSP
12	Structural Plan 1	WSP
13	Structural Plan 2	WSP
14	Structural Details 1	WSP
15	Structural Details 2*	WSP
16	<b>Planting Plan 1 (Modified to include 55<sup>th</sup> Ave W improvements and mitigation plan planting)</b>	<b>Herrera</b>
18	<b>Planting Notes and Details** (Additional Shrub and soil amendment details for mitigation plan planting plan)</b>	<b>Herrera</b>

## SCOPE OF WORK

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\* Not included in 30% Design Submittal. \*\* Not included in 90% design submittal.

### Deliverables:

**For the additional design elements introduced by Alternative 2,** Consultant will develop the following:

- Written responses to 90% comments (prior to comment resolution meeting)
- Electronic copy of the 100% plan set in PDF format
- Electronic copy of the 100% special provisions in Word format
- Electronic copy of the 100% opinion of cost summary submitted in PDF format

### City Responsibilities:

- City to consolidate all review comments

## TASK 12 – FINAL AD-READY PS&E

**For the additional design elements introduced by Alternative 2,** the Consultant shall prepare Final Ad-Ready signed plans, specifications, and opinion of costs, suitable for reproduction for advertisement. This task includes incorporating and responding to 100% design submittal comments by the City. Minor adjustments to the final design plan set may be made, if required, prior to printing the signed contract documents.

### Assumptions:

- Assumptions from the baseline scope apply.

### Deliverables:

**For the additional design elements introduced by Alternative 2,** Consultant will develop the following:

- Written responses to the 100% review comments
- The Consultant shall provide electronic plan set and Contract Specifications that the City can use for publishing on builders exchange or other locations.
- Electronic copy of the signed final plans; half size and full-size signed plans, in PDF format
- Electronic copy of the opinion of cost summary submitted in PDF format
- Electronic copy of the final Project Manual (“Specifications”), including the Bid Schedule, submitted in PDF format

## SCOPE OF WORK

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### MANAGEMENT RESERVE FUND

The baseline management reserve fund (MRF) was used to fund Supplement #1. Supplement #2 added \$4,226 to the MRF. Supplement #3 adds \$7,117 for the remaining work on the project making the total MRF \$11,342.

**188<sup>TH</sup> STEET FLOOD WALL  
CONTRACT NUMBER 2895  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement, dated as of 5/7/2020 is entered into by and between the City of Lynnwood (“Lynnwood”) and Herrera Environmental Consultants, Inc. (“Consultant”).

Consultant Business: Herrera Environmental Consultants, Inc.  
Consultant Contact Name: Matt Fontaine, P.E.  
Consultant Address: 2200 Sixth Avenue, Suite 100, Seattle WA 98121-1820  
Consultant Phone: (206) 441-9080  
Consultant Fax: (206) 441-9108  
Consultant E-mail: [mfontaine@herrerainc.com](mailto:mfontaine@herrerainc.com)  
Consultant FID #: 91-1329346

**Section 1. The Services.**

- 1.1 Consultant shall perform the services described in the attached Exhibit A which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Consultant under this Agreement are sometime collectively referred to in this Agreement as the “Services.”
- 1.3 All provisions of this Agreement are intended to be complementary, and any Services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

**Section 2. Schedule.**

- 2.1 Consultant shall commence, prosecute and complete such Services in accordance with Exhibit A.
- 2.2 This Agreement expires three ( 3 ) years from the date signed by Lynnwood unless agreed to in writing by the Consultant and Lynnwood.

### **Section 3. Compensation.**

3.1 As full compensation for satisfactory performance of the Services, Lynnwood shall pay compensation for satisfactory performance of the services on a *Cost Plus Fixed Fee* basis as described in Exhibit B. The maximum amount payable is \$232,742.48 (two hundred thirty-two thousand seven hundred forty-two dollars and forty-eight cents), which includes a Management Reserve of \$21,158.41 (twenty-one thousand one hundred fifty-eight dollars and forty-one cents). The Management Reserve shall not be used without prior written request with justification and written authorization from Lynnwood. A summary of the Consultant's Direct Salary Costs by Classification, and Overhead Costs are attached hereto as Exhibit B and by this reference made part of this agreement. Direct Salary Cost (DSC) by Classification is the basis upon which each Task Assignment is negotiated. The cost invoiced to the City shall not exceed the direct salary actually paid to the staff working on the project.

3.2 Consultant shall submit each calendar month, Consultant's invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant's invoices shall set forth a detailed description of the Services performed during the applicable month, the number of hours spent and personnel performing such Services and any reimbursable costs and expenses incurred in connection with such Services. Consultant agrees to be contacted for verification.

Consultant shall identify on the monthly invoice any changes and/or potential impacts to scope, schedule, and budget. The City and Consultant shall review the issue(s) and both shall agree, in writing, as to nature of the cause of the change and/or impact, potential strategies to resolve the issue(s), and corrective action necessary to maintain and/or adjust the scope, schedule, and budget.

3.3 Lynnwood shall pay each of Consultant's invoices within thirty (30) days after Lynnwood's receipt and verification thereof.

### **Section 4. Performance by Consultant.**

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Lynnwood. Any such delegation or subcontracting without Lynnwood's prior written consent shall be voidable at Lynnwood's option.

No delegation or subcontracting of performance of any of the Services, with or without Lynnwood's prior written consent, shall relieve Consultant of its responsibility to perform the services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and omissions of Consultant's employees, Consultant's subcontractors and any other person for whom the consultant is legally liable (collectively, the "Support").

4.2 Consultant shall at all times be an independent contractor and not an agent or representative of Lynnwood with regard to performance of the Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Lynnwood. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Lynnwood.

- 4.3 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.4 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

**Section 5. Compliance with Laws.**

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Lynnwood and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

**Section 6. Inspection: Examination of Records.**

- 6.1 The Services shall, at all times, be subject to inspection by and with the approval of Lynnwood, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Lynnwood's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide Lynnwood sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- 6.2 Consultant shall promptly furnish Lynnwood with such information related to the Service as may be requested by Lynnwood. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide Lynnwood access to (and Lynnwood shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement.

**Section 7. Property and Confidential Information.**

- 7.1 All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with this Agreement shall be the property of Lynnwood whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to Lynnwood at its request and may be used by Lynnwood as it sees fit. The Consultant shall preserve the confidentiality of all Lynnwood documents and data accessed for use in Consultant's work product.
- 7.2 Consultant shall not, without the prior written consent of Lynnwood, disclose to third parties any information received in connection with the Services unless: M-7-16

- a. the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- b. the information is in the public domain at the time of disclosure by Consultant; or
- c. the information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

**Section 8. Release, Indemnities, and Hold Harmless.**

8.1 Except as otherwise provided in this paragraph, the Consultant hereby agrees to defend, indemnify, and hold harmless the City from any and all Claims to the extent arising out of, in connection with, or incident to any negligent acts, errors, omissions, or intentional misconduct by Consultant (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement. The Consultant is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Consultant's duty to defend, indemnify, and hold harmless pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant. The Consultant shall not indemnify or defend the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Consultant is to indemnify and defend the City is caused by or results from the concurrent negligence of (a) the Consultant, its employees, subcontractors/subconsultants or agents and (b) the City, then the Consultant's duty to indemnify or defend the City shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify, defend, and hold harmless the City, the Consultant specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Consultant recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Consultant employs or engages subconsultants or subcontractors, then Consultant shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend, indemnify, and hold harmless the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8.2 Consultant releases and shall defend, indemnify and hold harmless the City from and against all claims, cost, liabilities, damages, expenses (including, but not limited to reasonable attorneys' fees), and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual

property right by any Services. Further, if any Services infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right, Consultant shall either:

- a. procure for Lynnwood the right to use such Services; or
- b. modify such Services so that they no longer infringe or misappropriate any such right.

8.3 No employee of Consultant shall have individual liability to Lynnwood

### **Section 9. Workers' Compensation and Insurance.**

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of the Services Worker's Compensation and Employer's Liability Coverage: coverage or insurance in accordance with the applicable laws related to worker's compensation, and employer's liability insurance with limits no less than \$1,000,000 including \$1,000,000 for bodily injury by Accident, each accident; and \$1,000,000 bodily injury by disease, each employee; and \$1,000,000 bodily injury, policy limit (including but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. In case of subcontracted work, the Consultant shall require each subcontractor to provide Worker's Compensation insurance for their employees unless the Consultant covers such employees.

The Consultant shall furnish to Lynnwood such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Lynnwood may request.

9.2 Consultant's Liability & Property Damage Insurance:

- a. The Consultant shall procure and maintain during the life of this Contract and during performance of Work, Professional Liability (Errors and Omissions Insurance) Commercial General Liability, and Automobile Liability Insurance, to protect Lynnwood and Consultant against all claims, damages, losses and expenses arising out or resulting from performance of Work, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48 or issued as a surplus line by a Washington Surplus Lines Broker. Lynnwood may require higher limits if Lynnwood believes it is in the best interest of the public. The cost of any additional increase shall be borne by Lynnwood.
- b. Lynnwood shall be Additional Insured on a Primary Basis for the General Liability coverage without limitation, and shall include others if required by the Contract documents.
- c. Certificate of Insurance and a copy of Additional Insured Endorsement for the primary policy of Commercial General Liability insurance, shall be filed with Lynnwood after award. This Certificate is subject to approval by Lynnwood. Failure of the Consultant to comply with the requirements regarding insurance shall be

considered material breach and be cause of termination of the Contract and of all obligations regarding same.

- d. A Certificate of Insurance as evidence of Professional Liability Insurance shall be filed with Lynnwood after award but before start of contract. This Certificate is subject to approval by Lynnwood. Failure of the Consultant to fully comply with the requirements regarding insurance shall be material breach of contract and be cause for immediate termination of Contract and all obligations regarding same. The Consultant shall maintain full coverage for claims made for at least three years following completion of work.
- e. The Consultant shall not begin Work until all required insurance has been obtained and until such insurance has been approved by Lynnwood, nor shall the Consultant allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Said insurance shall provide coverage to the Consultant, any subcontractor performing work provided by this Contract, and Lynnwood. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Consultant or the subcontract, or by anyone directly or indirectly involved or employed by either of them.
- f. Approval of the insurance by Lynnwood shall not relieve or decrease the liability of the Consultant for any damages arising from Consultant's performance of the Work.
- g. Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements stated below and shall be included in all applicable policies and on the Certificate of Insurance. The Commercial General Liability and Commercial Automobile Liability coverage below shall protect the Consultant and Lynnwood from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is Consultant's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:
  - i. Commercial General Liability insurance using Insurance Services Office form CG0001 or the equivalent. City of Lynnwood shall be included as an Additional Insured for both ongoing and completed operations using Insurance Services Office forms CG2010 and CG2037 or the equivalent. A blanket additional insured endorsement that provides the equivalent of the above forms is acceptable. Limits shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - ii. Commercial Automobile Liability using Insurance Services Office form CA0001 or the equivalent providing coverage for all owned (if any), non-owned and hired automobiles. Limit shall not be less than \$1,000,000 each accident.
  - iii. Statutory Workers Compensation and Employers Liability with a limit not less

than \$1,000,000 each person and \$1,000,000 aggregate.

- iv. Umbrella or Excess Liability providing coverage in excess of underlying Commercial General Liability, Commercial Automobile Liability and Employer's Liability with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate.
- v. Professional Liability or Errors and Omissions Liability with a limit of not less than \$1,000,000 each claim and \$1,000,000 aggregate. If provided on a Claims Made basis, coverage shall be maintained for at least three years following the termination of this agreement. Coverage can be provided by policy renewals or by obtaining an Extended Reporting Period endorsement.
- h. Nothing contained in these insurance requirements is to be construed as limiting the extent of Consultant's responsibility for payment of damages resulting from operations under this Contract.
- i. The coverage provided by the General Liability and the Automobile Liability is primary to any insurance maintained by Lynnwood.
- j. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.
- k. Such insurance shall be maintained as required above, and any additional coverages and limits as Lynnwood may from time to time specify to protect the City of Lynnwood, its successors and assigns from any claims, losses harm, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Work performed.
- l. The Consultant shall provide Lynnwood with notice in writing of any proposed or actual cancellation, reduction in coverage, or other change to any policy of insurance required by Section 9.2 of this Agreement, as soon as the Consultant becomes aware of the proposed or actual reduction in coverage or other change, but no later than two days after learning of the reduction in coverage or other change.
- m. Failure to comply with provisions contained herein shall not waive the responsibility of the Consultant to provide the required protection.
- n. The Certificate of Insurance must include the following in the description:
  - Contract Title: 188<sup>th</sup> Street Flood Wall
  - Contract Number: 2895
  - Lynnwood Project Manager: Ehsan Shirkhani
  - Buyer Name: Cathy Robinson

9.3 All policies of insurance required under this Agreement shall:

- a. be placed with such insurers and under such forms of policies as may be acceptable to Lynnwood. Such insurers must have a rating from A.M. Best Company of A(-) VII or higher;
- b. with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy;

### **Section 10. Changes**

- 10.1 Lynnwood may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and location of performance).
- 10.2 If any change under paragraph 10.1 causes an increase or decrease in the cost of the time required for performance of the Services an equitable adjustment in the compensation and exhibits under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any reallocation of cost, profit, or overhead.
- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as changed pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Lynnwood a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Lynnwood within the applicable period.

### **Section 11. Termination.**

- 11.1 Lynnwood may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not then performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Lynnwood, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Lynnwood in Section 11.

M-7-21

- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.
- 11.3 If Lynnwood purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by Lynnwood pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

## **Section 12. Conflict of Interest.**

- 12.1 The Consultant confirms that Consultant does not have a business interest or close family relationship with any Lynnwood officer or employee who was, is, or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's performance. In addition, the Consultant confirms adherence to Lynnwood policy regarding conflict of interest, Lynnwood Ethics Code, and the Revised Code of Washington.
- 12.2 Businesses must not offer, nor Lynnwood employees accept, gifts, gratuities, loans, trips, favors, special discounts, Work, or anything of economic value in conjunction with Lynnwood business practices. It is also unlawful for anyone to offer another, to influence or cause him or her to refrain from submitting a bid. Consultants and Lynnwood employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including Lynnwood Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to Lynnwood business.

## **Section 13. Nondiscrimination.**

- 13.1 In all hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, religion, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any Work or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

- 13.2 The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and amendments as applicable in performing its obligations under this Contract. In particular, if the Consultant is providing Work, programs or activities to Lynnwood employees or members of the public as part of this Contract, the Consultant shall not deny participation or the benefits of such Work, programs or activities to people with disabilities because of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

#### **Section 14. Miscellaneous.**

- 14.1 Notice. Except as otherwise noted, any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

City of Lynnwood  
19100 - 44th Avenue West  
Lynnwood, WA 98036  
Attn: Ehsan Shirkhani, Project Manager

- 14.2 Assignment. Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Lynnwood. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Lynnwood's prior written consent shall be voidable at Lynnwood's option. No such assignment, with or without Lynnwood's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 14.3 Survival. The obligation of Consultant under Sections 6, 7, 8, 11, and 14, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 14.4 Remedies. The rights and remedies of Lynnwood or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to Lynnwood or the Consultant by any other provision of this Agreement or by law.
- 14.5 Entire Agreement. This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 14.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all

respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are for convenience or reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

- 14.7 Jurisdiction and Venue. Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Snohomish County and of the District Court of the United States, Western Division, State of Washington.
- 14.8 Governing Law. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington.
- 14.9 Attorneys' Fees. If any suit or other action is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorneys' fees, including fees upon appeal of any judgment or ruling.

CITY OF LYNNWOOD

HERRERA ENVIRONEMNTAL CONSULTANTS, INC.

DocuSigned by:  
  
 1498C162B0C3400...  
 William Franz, Director, Public Works

DocuSigned by:  
  
 AG71786A5AA1420...  
 Carol Slaughterbeck

Dated: 5/7/2020

Title: Executive Vice President

Dated: 5/7/2020





## SCOPE OF WORK

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# 188TH STREET SW FLOOD WALL PROJECT

On January 8, 2020, *the City of Lynnwood* authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to *complete design and permitting for three flood reduction projects along Scriber Creek*. Herrera is the prime firm leading a team of consultants that also includes WSP, HWA GeoSciences, Triangle Associates, and 1 Alliance Geomatics, collectively referred to as Consultant.

This scope of work includes a discussion of the activities, assumptions, deliverables, and City responsibilities associated with the project: 188<sup>th</sup> Street SW Flood Wall Project, which is located along 188th St SW in the vicinity of the Scriber Creek culvert crossing (in vicinity of the intersection of 55th Ave W & 188th St SW).

The 188<sup>th</sup> Street SW Flood Wall Project is being conducted in coordination with two other capital projects:

- Raise Old 196th St SW Project
- Scriber Lake Inlet Project

Some of the deliverables for this project address requirements for one or both of those companion projects.

The 188th Flood Wall Project is one project in a series of projects along the Scriber Creek corridor to address repeated and significant flooding that has occurred for the past 20 years in the Scriber Creek corridor between 188th Street SW and 196th Street SW in Lynnwood, impacting private residences, businesses, property, streets, and other infrastructure. Construction of a flood wall along 188th St SW has been identified as a project that would address constriction and backwaters up into the wetland area north of 188th St SW. Design process should include consideration of goals and objectives developed by a Citizen's Advisory Group, future maintenance of stream channel, equipment access, and debris removal due to beaver activity.

Consultant's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

## SCOPE OF WORK

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This scope of work describes the activities, assumptions and deliverables associated with the following tasks:

- Task 1– Project Management.....2
- Task 2 – Topographic Survey, Basemapping, Legal Descriptions.....5
- Task 3 – Geotechnical Investigations.....6
- Task 4 – Environmental Permitting and Documentation .....8
- Task 5 – Storm Drainage Analysis..... 12
- Task 6 – PE/30% Design ..... 12
- ENGINEERING DESIGN PHASE ..... 14
- Task 7 – Subsurface Utility Engineering (SUE) and Utility Coordination..... 14
- Task 8 – Utility Engineering Design..... 14
- Task 9 – 60% PS&E ..... 14
- Task 10 – 90% PS&E..... 15
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- Task 12 – Final Ad-Ready PS&E..... 19
- Task 13 – Assistance with Bidding and Award ..... 19
- Task 14 – Stakeholder coordination ..... 21
- Task 15 – Public Involvement ..... 21
- Task 16 – Construction Engineering Support..... 22
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## TASK 1– PROJECT MANAGEMENT

### Task 1.1 – Coordination with City of Lynnwood

Consultant shall coordinate with the City of Lynnwood (City) on a regular basis to keep the City’s project manager informed about project progress, project issues and schedule. Regular

## SCOPE OF WORK

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communication with the City shall occur on a biweekly basis. This work element shall also include preparing an Action Items Log and keeping the log updated throughout the duration of the project.

Project Manager will hold a kick-off meeting including one field visit meeting. This is accounted for in the total meetings described below. The Consultant shall attend up to 1 project status/coordination meetings or site visits at the City. These meetings under this work element shall include the following participation by the Consultant team:

- Up to 1 meeting attended by the Consultant with up to 3 people from the Consultant team.
- Monthly coordination conversations to cover project status.
- Subconsultant participation shall be as described under the subconsultant work elements.
- The Consultant shall prepare agendas and meeting notes/action items and distribute to attendees.

### Task 1.2 – Project Schedule and Team Management

The Consultant shall develop an overall project schedule, which will include a detailed schedule by task and include major milestones. The Consultant shall prepare a draft and final schedule for the City review, and then the Consultant shall keep the schedule updated as the project progresses.

Updated schedule shall be provided one time during the project.

### Task 1.3 – Progress Reports, Invoices, and Budget Management

The Consultant shall prepare monthly progress reports that describe the work items and percentage of work items that were accomplished that is independent of budget expended, as well as a forecast of work to be completed over the following month. Progress reports shall include a status of budget spent and remaining for each individual task. The monthly progress reports will also identify any other issues or problems that may occur in any given month. The Consultant shall submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Consultant Project Manager shall notify the City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services. The Consultant shall also manage the subconsultant budgets and invoices, manage change, and prepare amendments, if/as necessary, under this sub-task. Any expense or subconsultant charge will have supporting documents included with the invoices. The Consultant shall also utilize the City-provided budget tracking spreadsheet; this will be submitted with monthly invoices.

## **SCOPE OF WORK**

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### **Task 1.4 – QA/QC**

Herrera will perform quality assurance and quality control during development all submittals.

### **Task 1.5 – Risk Assessment**

The Consultant will collaborate with the City's project manager to develop a risk register for the project.

### **Assumptions:**

- The duration of active project work will be no longer than 18 months.
- Herrera will provide overall project management responsibility for the project and lead in this task effort.
- Maximum of one project schedule update shall be prepared.
- Meetings among Consultant team members that do not involve City staff will be conducted under other tasks in this scope of work.
- Consultant will be responsible for setting up and maintaining a project file sharing site

### **Deliverables:**

- Project Schedule (Microsoft Project format) update (up to one)
- Project meeting agendas, meeting notes, both by email
- Action Items Log
- Monthly invoices, progress reports, and budget tracking report
- Budget tracking spreadsheet
- Risk register

### **City Responsibilities:**

- City will coordinate City staff and City facility scheduling of meetings held at City Hall or field visits.
- City will provide Budget Tracking spreadsheet to Consultant with explanation of usage.
- City will provide the risk register spreadsheet to the Consultant.

## **SCOPE OF WORK**

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# **TASK 2 – TOPOGRAPHIC SURVEY, BASEMAPPING, LEGAL DESCRIPTIONS**

## **Task 2.1 - Survey Management, Administration, QA/QC and Execution**

1 Alliance Geomatics will provide design level survey and base mapping for the project area as shown in the attached figure. WSP as design lead will review the survey and provide any review comments to 1 Alliance.

### **Task 2.1a Survey Management, Administration, and QA/QC**

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude, as well as execution of base mapping.

### **Task 2.1b. Survey Control**

This task includes the establishment of Geodetic survey control. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards.

- Horizontal Datum - Survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.
- Vertical Datum - Shall reference the North American Vertical Datum of 1988 (NAVD88).

### **Task 2.1c Field Surveying and Mapping**

1 Alliance will complete field surveying and mapping required for this specific effort. 1 Alliance will provide, within the survey limits provided, a typical topographic and planimetric survey for use in design. Up to 20 critical area delineation flags and four potholes are included in this scope. GIS data, right of way limits, and parcel boundaries will be incorporated in the base map.

### **Task 2.1d Utility Surveying**

1 Alliance will coordinate survey of the locations of surface-observable and underground conductible utilities by a utility locating service.

## SCOPE OF WORK

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### Task 2.2 and 2.3

Not applicable.

### Task 2.4 – Supplemental Topographic Survey

1 Alliance Geomatics has allocated 31 hours for supplemental topographic survey. More supplemental survey may be provided if authorized through a supplemental agreement.

### Assumptions

- 1 Alliance will subcontract and coordinate underground conductible utility locates.
- 1 Alliance will subcontract and coordinate up to four potholes.
- 1 Alliance will coordinate with the City for traffic control, right of entry, worker safety and permits required to perform the survey.
- Base mapping will be in AutoCAD/Civil 3D v2017 format and shall conform to the City drafting standards.
- 1 Alliance is not responsible for the quality, completeness, or timeliness of the utility locating service and/or the work of others.
- Rights-of-Entry (ROE), if required, will be provided by the City
- Permits will not be required for 1 Alliance's efforts.

### City Responsibilities:

- The City will furnish GIS layers, including right of way limits and parcel boundaries, for incorporation in the base map.

### Deliverables

- Electronic topographic base maps and 3D surface for use in design/modelling (AutoCAD/Civil 3D 2017)
- Existing conditions sheet(s) for design.

## TASK 3 – GEOTECHNICAL INVESTIGATIONS

**Budget for this project includes 29% of HWA's labor and expenses for geotechnical investigations on all three projects (188<sup>th</sup> Street SW Flood Wall, Raising Old 196<sup>th</sup> Street SW, and Scriber Lake Inlet Improvements). Work items and assumptions that are specific to Raising Old 196<sup>th</sup> Street SW and Scriber Lake Inlet Improvements do not apply.**

## SCOPE OF WORK

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HWA GeoSciences (HWA) shall conduct geotechnical investigations and analyses to support the design and construction documents for all three projects, including the 188th Flood Wall, Raising Old 196th Street, and Scriber Lake Inlet, including the following:

- Collect and review existing geotechnical information within the project area.
- Plan and coordinate a field investigation program, approved by the City, to provide information regarding soil and slope conditions. Explorations to consist of the following:
  - 188th Street Flood Wall: Perform two 15-foot deep borings
  - Old 196th Street: Perform two 45-foot deep borings
  - Scriber Lake Inlet project: Perform one 20-foot deep boring
- Perform geotechnical laboratory testing to determine engineering properties of site soils. Such tests will include grain size distribution, organic content, consolidation, and natural moisture content, if applicable.
- Undertake geotechnical engineering analyses supporting the proposed improvements at 188th Street, old 196th Street, and the Scriber Creek Inlet. The geotechnical engineering analyses and support work will include:
- 188th Street Flood Wall:
  - Geotechnical evaluation of wall including bearing capacity, and potential depths to suitable subgrade soils; (We assume no mitigation for liquefaction will be required for the flood wall.)
  - Provide considerations for temporary cuts and potential impacts to the adjacent stream, roadway and utilities.
- Old 196th Street:
  - Geotechnical evaluation of primary and secondary consolidation and biodegradation settlement associated with raising the roadway;
  - Provide considerations for mitigation methods including pile foundations, overbuilding the roadway, or placement of lightweight fill;
  - Evaluation of impacts of settlement to underlying utilities;
  - Construction considerations for fill placement, installation of lightweight fill, and wall installation.
  - Recommendations for design and construction of the wall along the south side to limit fill placement into stream;
- Scriber Inlet:
  - Provide recommendations for construction and stabilization of toe of slope associated with excavation at the base of the existing roadway embankment;
- Prepare draft and final geotechnical engineering report.
- Review Plans and Specs for consistency with geotechnical recommendations.
- Provide geotechnical input to the construction cost estimate.

## SCOPE OF WORK

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### Assumptions

- Hours assume the projects are conducted concurrently. If conducted separately costs for utility locates and preparation of site exploration plans will increase within each task.
- Borings will be obtained with a combination of limited-access track-mounted and truck-mounted drill rigs.
- No environmentally suspect material is expected within the project limits. If encountered, the team will identify, contain and dispose of samples that are suspect. This can be performed by supplemental agreement.
- No lane closure will be required for drilling at 188th Street. A single-lane closure with flaggers will be required on Old 196th Street. HWA will prepare traffic control plans for approval, and subcontract the traffic control, to facilitate field work.
- The boring for Scriber Inlet will be accessible from within Scriber Lake Park.
- Any permit fees will be covered by the City.
- Borings will be backfilled per Department of Ecology requirements. Spoils from the borings will be drummed and transported offsite.
- Patching of the asphalt in the ROW will be done with quick set concrete.
- One geotechnical report will be provided that includes recommendations for all three project sites.
- Construction services for the Old 196th Street Project will be covered under a future task order.
- This task does not include support during construction. Any geotechnical support provided by HWA during construction would require funds in the Construction Engineering Support task to be allocated to HWA. If Construction Engineering Support budget is allocated to HWA, services may include review of submittals for geotechnical aspects of construction, geotechnical special inspections for foundation subgrade, and periodic site visits during excavations to evaluate stability and construction of toe stabilization improvements.

### Deliverables

- Site Exploration Plan with Traffic Control Plans
- Draft and Final Geotechnical Engineering Report

## TASK 4 – ENVIRONMENTAL PERMITTING AND DOCUMENTATION

The overall level of environmental analysis for the project shall include critical areas assessment and minor coordination with the City.

## SCOPE OF WORK

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### 4.1 NEPA

Not applicable. No federal funding.

### Task 4.2– SEPA Checklist

Not applicable. Project is anticipated to be below the thresholds for SEPA.

### Task 4.3 – JARPA

Not applicable. No work in wetlands or below ordinary high water mark.

### Task 4.4 – Critical Areas Assessment and Report

**Budget for this project includes 33% of the effort to complete Task 4.4.**

In accordance with Chapter 20.14 Environmentally Critical Areas of the City's municipal code, the Consultant shall conduct a Critical Areas Assessment to document and characterize all critical areas (wetlands, streams, frequently flooded areas, fish and wildlife priority habitats and geological hazard areas) and associated designated protective buffers within 200 feet of the project limits. The Critical Areas Assessment will include a preliminary review of existing environmental information and associated data resources, a field investigation, verification of survey mapping, and preparation of a critical areas report to meet the submittal requirements of the City, State and federal environmental regulatory agencies for project review.

The Critical Areas Assessment and Report will cover all three projects:

- 188th Flood Wall Project
- Raise Old 196th St SW Project
- Scriber Lake Inlet Improvements

Qualified biologists will conduct a field investigation to assess existing habitat conditions and ecological functions provided at the project sites. During the field investigation, biologists will delineate wetlands, and delineate the ordinary high water mark (OHWM) of Scriber Creek. The delineation limits will be 200 feet from the project limits for streams and shoreline; and 300 feet from the project limits for wetlands to determine if buffers associated with off-site wetlands will be affected by the project. Where property access is not provided, Consultant will estimate wetland conditions from the project limits, property with approved access, and other publicly accessible areas. The wetland determination and delineation will be conducted using the routine determination method outlined in the US Army Corps of Engineers (USACE) Wetland Delineation Manual, and the *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. Delineated wetlands will be classified

## SCOPE OF WORK

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according to US Fish and Wildlife Service (USFWS) and hydrogeomorphic classification systems and typed in accordance with Section 17.10.050 of LMC and the Washington Department of Ecology (Ecology) Washington State Wetland Rating System for Western Washington 2014 update. The functions of wetlands will be assessed using the Ecology rating system. The LMC will be used to identify the regulated buffer widths of the wetlands. Biologists will flag the boundaries of the wetlands and all test plots and the flag locations will be professionally surveyed (under Task 2).

The OHWM will be determined using the definition set forth in WAC 173-22-030(11) and methodology published by the Washington State Department of Ecology (Anderson et al. 2016; publication number 16-06-029). This delineation will involve using sequentially numbered flags to identify the OHWM as evidenced by abrupt changes in topography, dominance of perennial vegetation, sediment deposits, drift lines, and signs of scouring. Biologists will flag the OHWM and the flag locations will be professionally surveyed (under Task 2).

Consultant will prepare a Critical Areas Assessment and Mitigation Plan Report that summarizes the conclusions of a preliminary review of existing environmental information or data and the methods and results of the critical areas field investigation. Applicable environmental resources reviewed in association with the project sites, may include, but not be limited to, the following:

- Former Scriber Creek Flood Reduction Plans or Environmental Studies
- City of Lynwood and Snohomish County Assessor database and GIS maps;
- Natural Resources Conservation Service (NRCS) Web Soil Survey
- USFWS National Wetland Inventory web site data resource
- Washington State Department of Natural Resources (WDNR) Stream Typing maps
- Washington Department of Fish and Wildlife's (WDFW) Priority Habitats and Species maps and data resources.

In accordance with LMC 17.10, the Critical Areas Report will present the classification of delineated critical areas and regulated buffer widths. The report will also include a habitat assessment that will identify documented presence of federally- and state-designated endangered, threatened, and sensitive species; and species of local importance that have a primary association with the project sites, as applicable. The habitat assessment will meet the requirements for informal consultation by federal agencies, including FEMA, for compliance with Section 7 of the Endangered Species Act (ESA).

Mitigation for project-associated impacts to regulated critical areas, as applicable, will be recommended according to the prescriptions of LMC Sections 17.10.055 and 17.10.075. The report will also present federal, and state, regulatory implications that pertain to the project.

### Task 4.5 – Permitting Coordination

Not applicable. No coordination with outside agencies is anticipated.

## SCOPE OF WORK

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### Assumptions:

- The City will review the draft documentation prepared by the Consultant and provide 1 round of consolidated comments prior to final Consultant completion.
- The proposed work will be below thresholds for requiring a SEPA checklist and will not involve work below the ordinary high water mark or in wetlands.

### Tasks 4.2

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### Task 4.4

- The Critical Areas Report will cover all three project areas and the budget for this project includes 33% of the total budget for the critical areas report.
- For the 188th Street SW Flood Wall project, wetland and ordinary high water mark will be delineated in the area immediately north of 188th Street SW with the objective of identifying critical area boundaries so they can be avoided during construction. If significant impacts can't be avoided, then further assessment can be provided through supplemental agreement.
- Assumptions below cover work for all three projects.
- Two Consultant biologists will conduct critical areas assessment and delineation field work in two 10-hour days, including travel.
- The City will obtain right of entry to properties within 300 feet of the project limits.
- Consultant will respond to one set of consolidated comments on the draft report from the City, and finalize the report in addressing those comments.
- The Critical Areas report is required by the City for its Land Use and Public Work Series permit application packages.

### Task 4.5

- Assumes no coordination with outside agencies is required.

## Deliverables

### Task 4.4

- Draft sketch map of delineated critical areas for survey support
- Draft Critical Areas Report in electronic file format for City review and comment

## **SCOPE OF WORK**

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- Final Critical Areas Report in electronic format and paper format for applicable City permit submittals.

## **TASK 5 – STORM DRAINAGE ANALYSIS**

Not Applicable.

## **TASK 6 – PE/30% DESIGN**

### **Task 6.1 – Design Criteria**

The design and preliminary PS&E shall be based on the requirements of the City of Lynnwood Standard Specifications and Details and grading and critical area regulations. In addition, the following documents shall be used as reference guides: WSDOT Design Manual, WSDOT Traffic Manual, most recent Washington DOE Stormwater Management Manual for Western Washington, Transportation Improvement Board design standards, WSDOT Local Agency Guidelines, MUTCD, and AASHTO design guidelines.

### **Task 6.2 – Project Site Visits**

The Consultant shall conduct up to 2 site visits to review and discuss design considerations with City staff. Site visits will be conducted by a design engineer and a structural engineer. Elements identified by these site visits shall be incorporated into the design as directed by the City Project Manager.

### **Task 6.3 – Conceptual Design Level Alternatives**

N/A

### **Task 6.4 – Preliminary Engineering Design Report (30% Design)**

The Consultant shall prepare a brief Preliminary Engineering Design report that documents the results of the work described in this scope of services. Elements of the report shall include:

- Brief description of current project site conditions and proposed project improvements
- Cost estimates for improvements
- A list of design standards that will be adhered to during final design
- Issues that need to be addressed before proceeding with final design.

## SCOPE OF WORK

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- Supporting documents, such as the geotechnical report, critical areas report, and 30% design plans will be referred to in the text but not added as appendices so as to keep this report brief and concise.

At the time of this scoping, the project is anticipated to include construction of about 200 linear feet of a short, approximately 1.5-ft high, concrete wall to elevation 364.6 ft +/- (NAVD 88 vertical datum) along the north side of 188th Street SW in the vicinity of the Scriber Creek culvert crossing (at the low point in the road) to reduce the frequency of roadway overtopping and provide additional flood storage upstream. This wall would encourage further backwater and flood storage in the City owned vacant property just north of 188th St SW. The wall will be designed with a short section of overflow weir to concentrate flows that overtop the wall, so that the wall does not fail during overtopping flows. Depending on site conditions and space available, a handrail will be added on top of the wall, if needed, to replace the existing fence and rail that may need to be removed. Design will consider access for future maintenance of the stream channel for equipment (such as a potential expansion of the wetland and debris removal due to beaver activity). The design may include wrapping the wall around an existing fire hydrant.

The Preliminary Engineering Design report shall be prepared by the Consultant in draft form and submitted to the City Project Manager for review. City staff will complete their review and provide one set of consolidated comments to the Consultant. The Consultant shall revise the draft Preliminary Engineering Design report to respond to the comments of City staff, and submit a final Preliminary Engineering Design report to the City Project Manager.

### Task 6.5 – Preliminary Design (30% Plans and Estimate)

For the preliminary design, the Consultant shall determine the appropriate cross-sections, temporary traffic routing, and landscape concepts. A cost estimate for the preliminary design shall be prepared.

### Assumptions:

- **See Task 11 for the assumed list of plans**
- The City Project Manager shall determine which personnel from various departments such as: maintenance, transportation, traffic operations, construction, drainage, landscape, and environmental shall attend the site visits.
- Consultant should identify and communicate all areas and issues that may be encountered to proceed to design phase.
- It is the City's intent to avoid the need for State and federal permits. As such the design will attempt to locate the wall along the top of the bank without having to affect the roadway embankment down to the toe of the slope (at the culvert and stream).
- No access road into the City-owned parcel is included in the project.

## **SCOPE OF WORK**

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- The project does not include any modifications to the creek and/or culvert. Modifications to the creek and/or culvert could affect project permit requirements significantly.

### **Deliverables:**

- Preliminary design level plans and construction cost estimate.
- Preliminary Engineering Design Report (draft and final), one electronic file copy for each submittal.

### **City Responsibilities:**

- Provide review and feedback on Preliminary Engineering Design Report, design alternatives, and estimates
- Provide As-built information as requested
- Provide key evaluation criteria for Preliminary Engineering Design Report
- Scheduling and coordinating meetings with City staff on City premises

## **ENGINEERING DESIGN PHASE**

### **TASK 7 – SUBSURFACE UTILITY ENGINEERING (SUE) AND UTILITY COORDINATION**

- Up to four (4) potholes will be undertaken under Task 2. Selection of the pothole locations will be done under that task. All other utility coordination, if needed, will be conducted by 1Alliance and the City.

### **TASK 8 – UTILITY ENGINEERING DESIGN**

Not Applicable – Designing the work to minimize utility conflicts will be integrated into Tasks 6, 9, 10, and 11.

### **TASK 9 – 60% PS&E**

The 60% PS&E task will be limited to development of a specification outline and a preliminary list of bid items. Based on City review of the outline and bid items, Consultant shall develop the 90% PS&E under Task 10.

## SCOPE OF WORK

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### Assumptions:

- Specification outline will include a draft list of bid items and payment units for City review.
- The City will provide the Consultant with their standard, current, boilerplate contract language (“front end docs”) to be used for the project.
- City review will take minimum of 3-6 weeks

### Deliverables:

- Electronic copy of the Specifications outline and preliminary bid item list

### City Responsibilities:

- Provide the Consultant with any Lynnwood General Special Provisions and Requirements to be used on the project.
- Provide the Consultant with their standard, current, boilerplate contract language (“front end docs”) to be used for the project.
- City to consolidate all review comments made by City staff

## TASK 10 – 90% PS&E

The Consultant shall prepare 90% complete design plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables and 60% specification outline. The plans, specifications, and opinion of cost shall be submitted to the City for review and comment.

### Task 10.1 – Response to 60% Comments

This subtask covers responding to the City’s 30% design review comments for incorporation into the 90% design phase since there will be no 60% design submittal. The Consultant shall attend 1 comment review meeting with City staff, and provide the City with written responses to the City’s comments. Responses shall be provided on the commented documents provided by the City.

### Task 10.2 – 90% Plans

The Consultant shall revise the 30% design plans based on the City’s comments and prepare the 90% complete design plans. The 90% design shall attempt to finalize the major elements of design for the project. All project elements shall be detailed out/expanded and shown in the 90% plans.

## SCOPE OF WORK

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It is anticipated that, in addition to the plan sheets prepared at the 30% design level, the following sheets shall be provided for the 90% design level:

- Planting Details (if needed)
- Summary of Quantities
- Recommended Construction Sequence
- Any other Plans/details

The construction sequencing will be in the form of a preliminary step by step narrative.

### Task 10.3 – 90% Opinion of Costs

The Consultant shall calculate 90% level quantities and opinion of construction costs based upon the submitted 90% construction plans and current unit bid prices. The Opinion of Costs shall reflect the bid items at this submittal level.

### Task 10.4 – 90% Specifications

The Consultant shall prepare Contract Special Provisions ("Specifications") for the 90% submittal. These shall include Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications, including City of Lynnwood General Requirements.

### Assumptions:

- **See Task 11 for the assumed list of plans**
- The Consultant will attend 1 comment review meeting at the City offices
- The City will provide the Consultant with any updates to the standard, current, boilerplate contract language ("front end docs") to be used for the project.
- City review will take minimum of 3-6 weeks
- All comments will either be responded to or incorporated in the 90% submittal for all reviews and meetings that have occurred.
- Project Specific Traffic Control plans will provide a basis for a Contractor to understand the City's preferred pedestrian traffic control requirements for the project, and to provide a common basis for Contractor bids.

### Deliverables:

- Written responses to City comments on the 30% and 60% design deliverables (prior to comment resolution meeting)
- Electronic copy of the 90% design plan set in PDF format
- Electronic copy of the 90% opinion of cost summary submitted in PDF format
- Electronic copy of the 90% Specifications in PDF format

## **SCOPE OF WORK**

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- Summary of all changes to plans, specifications, and estimate based on 30% and 60% comments with 90% submittal.

### **City Responsibilities:**

- Provide the Consultant with any updates to Lynnwood General Special Provisions and Requirements to be used on the project.
- Provide the Consultant with any updates to the standard, current, boilerplate contract language ("front end docs") to be used for the project.
- City to consolidate all review comments

## **TASK 11 – 100% PS&E**

The Consultant shall prepare 100% complete design plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 90% submittal deliverables. The plans, specifications, and opinion of cost shall be submitted to the City for review and comment.

### **Task 11.1 – Response to 90% Comments**

The Consultant shall review the City's 90% review comments for incorporation into the 100% design PS&E. The Consultant shall attend 1 comment review meeting with the City staff and provide the City with written responses to the City's comments. Responses shall be provided on the commented documents provided by the City.

### **Task 11.2 – 100% Plans**

The Consultant shall revise the 90% design plans based on the City's comments and prepare the 100% plans. All project elements shall be finalized and shown in the 100% plans.

### **Task 11.3 – 100% Opinion of Costs**

The Consultant shall calculate 100% level quantities and opinion of construction costs based upon the submitted 100% construction plans and current unit bid prices. The Consultant shall address applicable 90% review comments and make revisions as necessary.

### **Task 11.4 – 100% Specifications**

The Consultant shall prepare the 100% Specifications based upon the 100% design plans. The Consultant shall address applicable 90% review comments and make revisions as necessary. Bid

## SCOPE OF WORK

forms, including the bid schedule, shall be filled out with the project quantities with this submittal.

### Assumptions:

- The City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the 100% plans, specifications, and opinion of costs.
- Conflicting comments will be resolved by City staff prior to transmitting to the Consultant.
- The Consultant will attend 1 comment review meeting at the City offices.
- The project is expected to be constructed without impacts to critical areas; therefore the planting plan will cover only minor site restoration, not planting in critical areas and not mitigation for critical areas impacts.

The following design plan sheets are anticipated to be produced:

Design Plan Sheets		
No.	Title	Lead / Support
1	Title Sheet	WSP
2	Legend and Abbreviations	WSP
3	Construction Notes	WSP
4	Existing Site Plan and Survey Control	1 Alliance
5	Site Preparation and Temporary Erosion and Sediment Control	WSP
6	Civil Plan	WSP
7	Civil Details	WSP
8	General Structural Notes	WSP
9	Structural Plan 1	WSP
10	Structural Plan 2	WSP
11	Structural Details 1	WSP
12	Structural Details 2*	WSP
13	Planting Plan*	Herrera
14	Planting Notes and Details*	Herrera

\* Not included in 30% Design Submittal

### Deliverables:

- Written responses to 90% comments (prior to comment resolution meeting)
- Electronic copy of the 100% plan set in PDF format
- Electronic copy of the 100% special provisions in Word format
- Electronic copy of the 100% opinion of cost summary submitted in PDF format

## **SCOPE OF WORK**

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### **City Responsibilities:**

- City to consolidate all review comments

## **TASK 12 – FINAL AD-READY PS&E**

The Consultant shall prepare Final Ad-Ready signed plans, specifications, and opinion of costs, suitable for reproduction for advertisement. This task includes incorporating and responding to 100% design submittal comments by the City. Minor adjustments to the final design plan set may be made, if required, prior to printing the signed contract documents.

### **Assumptions:**

- Any major changes post 100% submittal initiated by the City may be considered out of scope work.
- City is responsible for posting bid advertisement to local publications

### **Deliverables:**

- Written responses to the 100% review comments
- The Consultant shall provide electronic plan set and Contract Specifications that the City can use for publishing on builders exchange or other locations.
- Electronic copy of the signed final plans; half size and full-size signed plans, in PDF format
- Electronic copy of the opinion of cost summary submitted in PDF format
- Electronic copy of the final Project Manual ("Specifications"), including the Bid Schedule, submitted in PDF format

### **City Responsibilities:**

- City is responsible for providing content for Divisions 0 and 1, and any City-specific amendments to the WSDOT standard specifications, for the project manual.
- City is responsible for posting bid advertisement to local publications

## **TASK 13 – ASSISTANCE WITH BIDDING AND AWARD**

The Consultant shall provide support at a pre-bid meeting and respond to Contractor questions as requested by the City during the bidding process.

## **SCOPE OF WORK**

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### **Task 13.1 – Pre-bid Meeting and Contractor Questions**

This work element also includes attendance by the Consultant (with one Consultant team member) at the pre-bid meeting. The Consultant shall take notes and provide a draft and final copy of the notes to the City. The Consultant shall log questions received from Contractors for the purposes of issuing an informational addendum.

### **Task 13.2 – Contract Addenda**

Consultant to assist with clarifying or updating contract plans and project manual through addendum process, if applicable.

### **Task 13.3 – Preparation of Contract Documents**

The Consultant shall prepare a Conformed Set of Contract Documents that reflect the changes made through addenda, if any. Consultant shall follow outline of final Project Manual provided by the City. All applicable permits and reports shall be included as appendices in the conformed Project Manual. The final conformed set shall have all addenda pages replace the original pages that were altered by the addenda.

### **Assumptions:**

- The City will advertise the project for construction including coordinating the bidding documents to the online bidding website.
- The City will forward all Contractor questions to the Consultant.
- The City will determine if the bids are responsive/responsible or not.
- The City will prepare the conformed set and Project Manual if necessary.
- The budget for this task is based upon one addendum.

### **Deliverables:**

- Notes from pre-bid meeting
- Input to addendum prepared by the City, if applicable

### **City Responsibilities:**

- City to provide bid tabulation template
- City to provide addendum template and finalize addendum
- City will schedule and coordinate City staff and facilities for pre-bid meeting
- City will prepare the conformed Project Manual.

## SCOPE OF WORK

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### TASK 14 – STAKEHOLDER COORDINATION

- Not Applicable. See Task 7 for utility coordination.

### TASK 15 – PUBLIC INVOLVEMENT

The goal of the public involvement task is to assist the City in providing information to the public about the project's status while establishing a forum for the community and affected property owners to provide input in the development of the project. Implementation of the community involvement task will be a joint effort of the Consultant and the City.

#### Task 15.1 – Public Involvement Kickoff Call

- Triangle Associates, Herrera and the City will meet for one hour. The agenda for this meeting will include:
  - Working with the City of Lynnwood to understand their community involvement goals and to define what success is to the City;
  - Identifying information about business and property owners affected by the project.
  - Identifying any additional stakeholders who need to be informed about the project, and;
  - A review of previous public involvement related to this project to determine what has been successful and what are lessons learned.

#### Assumptions:

- The kickoff meeting will occur via a conference call up to one hour in duration.

#### Deliverables:

- High level Draft Public Involvement Plan for the project, to be developed by Triangle Associates within one week of the kickoff meeting. Triangle Associates will provide one draft copy, and the City will provide comments on the draft within three business days. Triangle Associates will provide a revised PIP incorporating the City's feedback within one week of receiving this feedback.

#### Task 15.2 – Production of Public Outreach Materials

Triangle Associates will:

- Develop a preconstruction mailer
- Write web site copy for the 30% design phase, with an update at 100% design

## **SCOPE OF WORK**

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### **Assumptions:**

- City will print and mail preconstruction mailer
- City will create a website for the project and post the web site copy and documents
- City will post project copy to Lynnwood E-news and social media channels

### **Deliverables:**

- One draft and one final preconstruction mailer in electronic format
- One draft and one final website copy, if requested by the City
- One draft and one final website update, if requested by the City

## **TASK 16 – CONSTRUCTION ENGINEERING SUPPORT**

The Consultant shall provide on-call construction administration service to the City supporting the Project during the construction phase. This shall include but is not limited to, project management, on-site observation, material testing, responding to Contractor requests for information (RFIs), special inspections, and record drawing creation.

### **Task 16.1 – Project Management**

#### **Task 16.1.1 – Coordination with City of Lynnwood**

Consultant shall attend the Pre-Construction meeting if requested.

#### **Task 16.1.2 – Progress Reports, Invoices, and Budget Management**

NA.

### **Task 16.2 – Responses to Required Contractor Submittals and Requests for Information (RFI)**

The Consultant shall review Contractor's submittals required per the Project Manual and provide timely responses to RFI's at the request of the City. Consultant shall assist the Resident Engineer/Construction Project Manager in preparing an estimate of cost impacts due to change when required. This may also include shop drawing/submittal reviews at the request of the City.

## **SCOPE OF WORK**

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At City's request site visits will be covered under this subtask to evaluate site conditions and make on-site recommendations.

### **Task 16.3 – Material Testing**

Not Applicable.

### **Task 16.4 – Special Inspection**

Not Applicable.

### **Task 16.5 – Record Drawings**

The Consultant shall prepare and submit final Record Drawings (electronic PDF copy and hard copy to be printed full size) at the completion of construction based on As-Built information provided by the Contractor. Any work performed within this sub-task will be done only upon the request and direction of the City

### **Assumptions:**

- The project construction duration will be no longer than 4 months, plus a plant establishment period of up to 1 year after construction completion.
- City will direct ALL work under subtask 16.2
- City will prepare all change orders.
- All communication shall be routed through the City, Consultant shall not communicate with the Contractor unless directed by the City.
- Up to 5 RFIs will be responded to by Consultant.
- Consultant will review and comment on up to 5 Contractor submittals and 2 resubmittals incorporating revisions to address review comments.
- Because construction support varies from project to project a budget allowance has been set for this task (including all subtasks) of approximately \$10,000. If greater effort is required, Consultant will notify the City in advance for evaluation of a contract supplement.

### **Deliverables:**

- Notes from meetings and site visits.
- Input on RFIs, RAMs, and other contractor submittals as requested.
- Final Record Drawings (electronic PDF copy and hard copy to be printed full size)

## **SCOPE OF WORK**

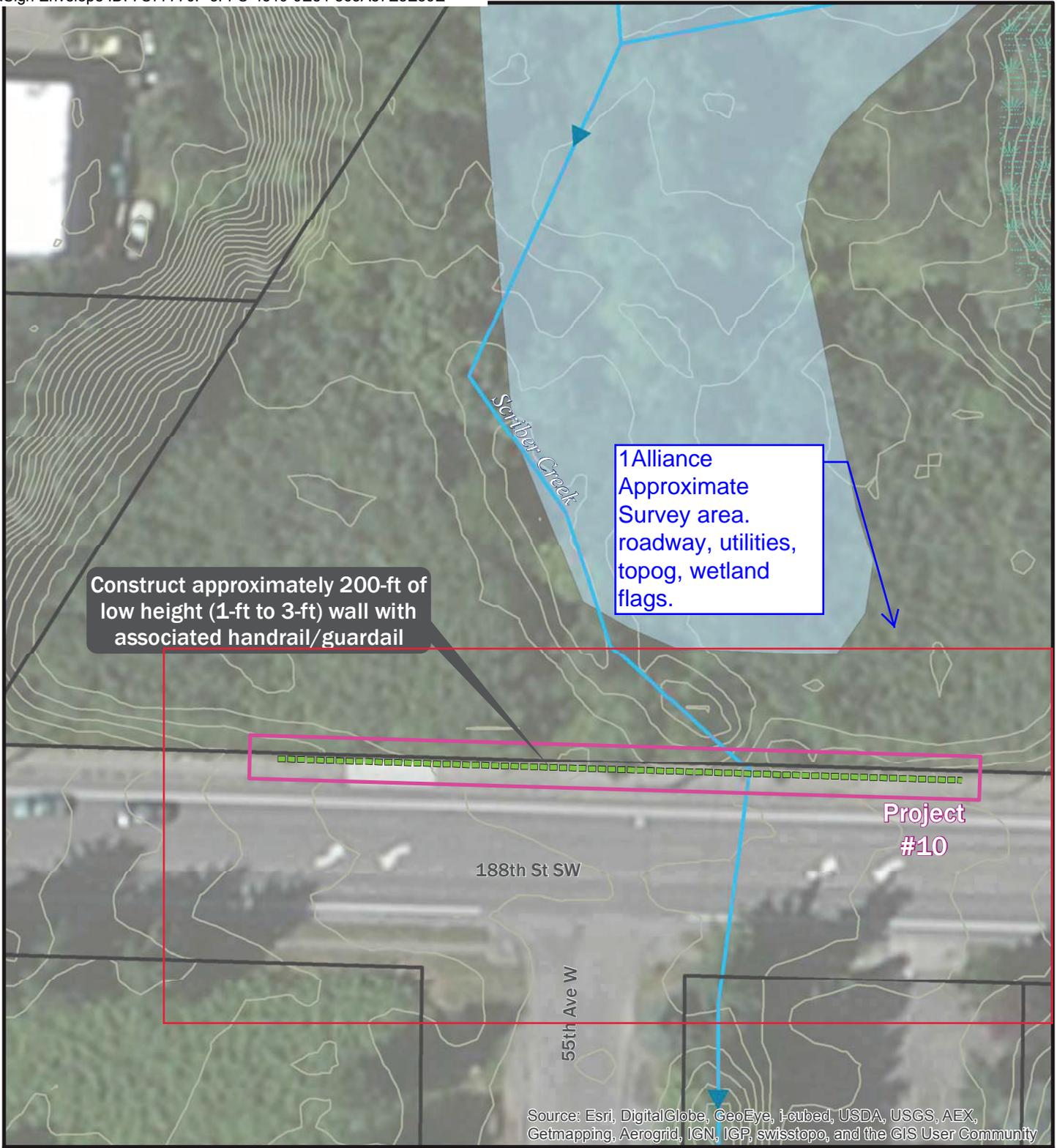
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### **City Responsibilities:**

- City will coordinate City staff and City facility scheduling of meetings held at City Hall or field visits.
- City will provide Contractor with decisions based on recommendations from Consultant.
- The City will review the submitted set of Record Drawings prepared and submitted by the Contractor to the City prior to work by the Consultant.

## **MANAGEMENT RESERVE FUND**

A management reserve fund (MRF) is established to address unexpected changes during the project. Any work under the MRF will be approved by a supplemental agreement.



Construct approximately 200-ft of low height (1-ft to 3-ft) wall with associated handrail/guardrail

1 Alliance Approximate Survey area. roadway, utilities, topog, wetland flags.

Project #10

188th St SW

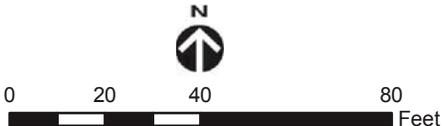
55th Ave W

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**Legend**

- Proposed project area
- Proposed flood wall
- ▶ Scriber Creek
- ~ Revegetation (typ.)
- Existing 1-ft contour
- Snohomish County wetland
- Parcel

**Project #10 - Construction of Flood Wall.**



# EXHIBIT B

## 188th Street SW Flood Wall Total (Prime) Fee Schedule

Tasks	Principal	Senior Project Engineer	Project Manager	Design Engineer	Permitting Lead	Staff Scientist	Drafter	Admin	Sum of Hours
	Ewbank \$76.09	Avolio \$57.41	Fontaine \$56.73	Wingrove \$38.78	Mirabile \$52.28	Rapoza \$29.87	Prescott \$41.80	Jackowich \$34.69	
<b>Task 1 - Project Management</b>									
Hours									
Task 1.1 - Coordination with City									0
Task 1.1a - Bieekly Coordination Calls			18						18
Task 1.1b - Action Items List			10						10
Task 1.1.c - 1 In Person Meetings w/Agendas and Notes			4						4
Task 1.2 - Project Schedule and Team Management									0
Task 1.2a - Schedule Updates (1)			4						4
Task 1.2b - Supplements (Baseline + 1)	1		8						9
Task 1.2c - Project File Sharing Site			4						4
Task 1.3 - Progress Reports, Invoices, and Budget Management			18					12	30
Task 1.4 - QA/QC	4		16	8	8				36
<b>Task 1 Subtotal</b>	<b>5</b>	<b>0</b>	<b>82</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>115</b>
<b>Task 2 - Topographical Survey, Basemapping, Legal Descriptions</b>									
Task 2.1 - Topographical Survey/Basemapping			2						2
Task 2.2 - Research and Confirm ROW									0
Task 2.3 - Legal Descriptions and Exhibits									0
Task 2.4 - Supplemental Topographic Survey									0
<b>Task 2 Subtotal</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Task 3 - Geotechnical Investigations</b>									
Task 3.1 - Field Investigation			1						1
Task 3.2 - Geotechnical Engineering & Hydrogeologic Analysis			1						1
Task 3.3 - Reporting			1						1
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Task 4 - Environmental Permitting &amp; Documentation</b>									
Task 4.1 - NEPA									0
Task 4.2 - SEPA Checklist									0
Task 4.2 - Draft SEPA Checklist									0
Task 4.2 - Final SEPA Checklist									0
Task 4.3 - JARPA (NOT APPLICABLE)									0
Task 4.3a - Draft JARPA									0
Task 4.3b - Final JARPA									0
Task 4.4 - Critical Areas Assessment (1/3 of hours)									0
Task 4.4a - Field Assessment		1	1		10	10	3		25
Task 4.4b - Draft Critical Areas Report	1	1	1	2	8	12	8	2	35
Task 4.4c - Final Critical Areas Report	1	1	1	2	3	3	1	1	13
Task 4.5 - Permit Coordination			10	4	10	2	4		30
<b>Task 4 Subtotal</b>	<b>2</b>	<b>3</b>	<b>13</b>	<b>8</b>	<b>31</b>	<b>27</b>	<b>16</b>	<b>3</b>	<b>103</b>
<b>Task 6 - PE/30% Design</b>									
Task 6.1 - Design Criteria									0
Task 6.2 - Project Site Visit									0
Task 6.3 - Conceptual Design Level Alternatives									0
Task 6.4 - Preliminary Engineering Design Report									0
Task 6.5 - Preliminary Design (30% Plans & Estimate)	1		1		2	2	4		10
<b>Task 6 Subtotal</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>10</b>
<b>Task 9 - 60% PS&amp;E</b>									
Task 9.1 - 60% Plans									0
Task 9.2 - 60% Opinion of Costs			1		2				3
Task 9.3 - 60% Specifications			1		1				2

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Total Fee Schedule

Task 9.4 - 60% Design										0
<b>Task 9 Subtotal</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>Task 10 - 90% PS&amp;E</b>										
Task 10.1 - Reponse to 60% Comments					1					1
Task 10.2 - 90% Plans			1		2		2			5
Task 10.3 - 90% Opinion of Costs			1		1		1			3
Task 10.4 - 90% Specifications			1		2					3
<b>Task 10 Subtotal</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>12</b>
<b>Task 11 - 100% PS&amp;E</b>										
Task 11.1 - Reponse to 90% Comments										0
Task 11.2 - 100% Plans			1		2		2			5
Task 11.3 - 100% Opinion of Costs					1					1
Task 11.4 - 100% Specifications					1					1
<b>Task 11 Subtotal</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>7</b>
<b>Task 12 - Final Ad-Ready PS&amp;E</b>										
Task 12 - Final Ad-Ready PS&E			1		1	1	1			4
<b>Task 12 Subtotal</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>
<b>Task 13 - Assistance with Bidding &amp; Award</b>										
Task 13.1 - Pre-Bid Meeting & Contractor Questions			2							2
Task 13.2 - Contract Addenda										0
Task 13.3 - Preparation of Contract Documents										0
<b>Task 13 Subtotal</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Task 15 - Public Involvement</b>										
Task 15.1 - Public Involvement Kickoff Call			4							4
<b>Task 15 Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
<b>Task 16 - Construction Engineering Support</b>										
Task 16.1 - Project Management			4			8				12
<b>Task 16 Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>
<b>TOTAL HOURS - ALL TASKS</b>	<b>8</b>	<b>3</b>	<b>118</b>	<b>16</b>	<b>55</b>	<b>38</b>	<b>26</b>	<b>15</b>		<b>279</b>
<b>TOTAL DIRECT COST PER PERSONEL - ALL TASKS</b>	<b>\$609</b>	<b>\$172</b>	<b>\$6,694</b>	<b>\$620</b>	<b>\$2,875</b>	<b>\$1,135</b>	<b>\$1,087</b>	<b>\$520</b>		<b>\$13,713</b>

Direct Hour Subtotal	\$	13,713.18
Overhead Rate		208.00%
Overhead Subtotal	\$	28,523.41
Fee Percentage		30%
Fee	\$	4,113.95
Grand Subtotal	\$	46,350.55
Expenses	\$	450.00
Subconsultant Total (Incl. 3% Fee)	\$	164,783.53
Design Grand Total	\$	211,584.08
Management Reserve (10%)	\$	21,158.41
<b>Design Grand Total Including Management Reserve</b>	<b>\$</b>	<b>232,742.48</b>

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Herrera Expenses

<b>Item</b>	<b>Estimated Cost</b>
Mileage for Meetings and Field work	250
Field Equipment Usage	200
<b>Total Expenses</b>	<b>450</b>

<b>188th Street Flood Wall Fee Schedule</b>									
Tasks	Principal	Sr. PM	Proj Eng.	Design Engineer	Sr. Structural	Structural PE	Jr. Designer/Draft	Admin	Sum of Hours
	Nelson	Giseburt	Cammermeyer	Ellis	Banks	Hagadorn	Bryant	Caldwell	
<b>Task 1 - Project Management</b>	\$102.43	\$83.97	\$54.50	\$43.05	\$80.32	\$54.16	\$34.64	\$47.66	
	Hours								
Task 1.1 - Coordination with City	0	18	0	0	0	0	0	0	18
Task 1.2 - Project Schedule and Team Management	0	0	0	0	0	0	0	0	0
Task 1.3 - Progress Reports, Invoices, and Budget Management	0	16	0	0	0	0	0	12	28
Task 1.4 - QA/QC	0	0	0	0	0	0	0	0	0
<b>Task 1 Subtotal</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>46</b>
<b>Task 2 - Topographical Survey, Basemapping, Legal Descriptions</b>									
Task 2.1 - Topographical Survey/Basemapping	0	0	4	4	0	0	2	0	10
Task 2.2 - Research and Confirm ROW	0	0	0	0	0	0	0	0	0
Task 2.3 - Legal Descriptions and Exhibits	0	0	0	0	0	0	0	0	0
Task 2.4 - Supplemental Topographic Survey	0	0	0	0	0	0	0	0	0
<b>Task 2 Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>10</b>
<b>Task 3 - Geotechnical Investigations</b>									
Task 3.1 - Field Investigation	0	0	0	0	0	0	0	0	0
Task 3.2 - Geotechnical Engineering & Hydrogeologic Analysis	0	0	0	0	0	0	0	0	0
Task 3.3 - Reporting	0	2	2	0	2	4	0	0	10
<b>Task 3 Subtotal</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>10</b>
<b>Task 5 - Storm Drainage Analysis</b>									
Task 5.1 - Stormwater Site Plan	0	0	0	0	0	0	0	0	0
Task 5.2 - Stormwater Technical Memorandum	0	0	0	0	0	0	0	0	0
<b>Task 5 Subtotal</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>20</b>
<b>Task 6 - PE/30% Design</b>									
Task 6.1 - Design Criteria	0	1	4	0	2	4	0	0	11
Task 6.2 - Project Site Visit	0	0	4	0	4	4	0	0	12
Task 6.3 - Conceptual Design Level Alternatives	0	0	0	0	0	0	0	0	0
Task 6.4 - Preliminary Engineering Design Report	2	4	18	12	13	13	8	4	74
Task 6.5 - Preliminary Design (30% Plans & Estimate)	0	7.5	28	36	7.5	7.5	25	0	111.5
<b>Task 6 Subtotal</b>	<b>2</b>	<b>12.5</b>	<b>54</b>	<b>48</b>	<b>26.5</b>	<b>28.5</b>	<b>33</b>	<b>4</b>	<b>208.50</b>
<b>Task 9 - 60% PS&amp;E</b>									
Task 9.1 - 60% Plans									0
Task 9.2 - 60% Opinion of Costs									0
Task 9.3 - 60% Specifications	0	2	4	4	4	4	0	4	22
Task 9.4 - 60% Design	0	0	0	0	0	0	0	0	0
<b>Task 9 Subtotal</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>22</b>
<b>Task 10 - 90% PS&amp;E</b>									
Task 10.1 - Reponse to 60% Comments	0	1	4	0	2	4	0	0	11
Task 10.2 - 90% Plans	6	14	40	58	10	10	38	0	174.7
Task 10.3 - 90% Opinion of Costs	0	0	2	4	2	2	2	0	12
Task 10.4 - 90% Specifications	0	2	28	4	2	20	0	6	62
<b>Task 10 Subtotal</b>	<b>6</b>	<b>16.5</b>	<b>73.6</b>	<b>65.6</b>	<b>16</b>	<b>36</b>	<b>40</b>	<b>6</b>	<b>259.7</b>
<b>Task 11 - 100% PS&amp;E</b>									
	Hours								
Task 11.1 - Reponse to 90% Comments	0	0	4	0	2	4	0	0	10
Task 11.2 - 100% Plans	0	6	18	26	5	5	17	0	75
Task 11.3 - 100% Opinion of Costs	0	0	2	4	1	2	2	0	11
Task 11.4 - 100% Specifications	0	0	6	2	2	6	0	0	16

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WSP-Fee Schedule

<b>Task 11 Subtotal</b>	<b>0</b>	<b>6</b>	<b>29.5</b>	<b>31.5</b>	<b>9.5</b>	<b>16.5</b>	<b>19</b>	<b>0</b>	<b>112</b>
<b>Task 12 - Final Ad-Ready PS&amp;E</b>									
Task 12 - Final Ad-Ready PS&E	0	0	4	4	4	4	4	6	26
<b>Task 12 Subtotal</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>26</b>
<b>Task 13 - Assistance with Bidding &amp; Award</b>									
Task 13.1 - Pre-Bid Meeting & Contractor Questions	0	1	2	2	0	0	0	0	5
Task 13.2 - Contract Addenda	0	1	4	0	2	4	0	2	13
Task 13.3 - Preparation of Contract Documents	0	0	4	2	1	2	0	4	13
<b>Task 13 Subtotal</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>4</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>31</b>
<b>Task 16 - Construction Engineering Support</b>									
Task 16.1 -	0	1	16	20	2	18	16	0	73
<b>Task 16 Subtotal</b>	<b>0</b>	<b>1</b>	<b>16</b>	<b>20</b>	<b>2</b>	<b>18</b>	<b>16</b>	<b>0</b>	<b>73</b>
<b>TOTAL HOURS - ALL TASKS</b>	<b>8</b>	<b>80</b>	<b>201.1</b>	<b>181.1</b>	<b>71</b>	<b>125</b>	<b>114</b>	<b>38</b>	<b>818.2</b>
<b>TOTAL DIRECT COST PER PERSONEL - ALL TASKS</b>	<b>\$819</b>	<b>\$6,718</b>	<b>\$10,960</b>	<b>\$7,796</b>	<b>\$5,703</b>	<b>\$6,770</b>	<b>\$3,949</b>	<b>\$1,811</b>	<b>\$44,526</b>

Direct Hour Subtotal	\$ 44,526.11
Overhead Rate	136.06%
Overhead Subtotal	\$60,582.22
Fee Percentage	27%
Fee	\$12,022.05
Grand Subtotal	\$ 117,130.37
Expenses	\$155
Subconsultant Total	0
Design Grand Total	\$ 117,284.87

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WSP-Expenses

**Expenses**

<b>Description</b>	<b>unit</b>	<b>number</b>	<b>unit cost</b>	<b>cost</b>
mileage	miles	180	0.575	\$104
misc. expenses				\$51
<b>Total</b>				<b>\$155</b>

<b>188th Street Flood Wall Fee Schedule</b>									
Tasks	Principal	PM	PLS	CADD 5	TECH 5	TECH 5	APM	Admin	Sum of Hours
	Blevins	Groot	Garvin	Brand	Yeoman	Ostergaard	Dillman	Luntsford	
<b>Task 1 - Project Management</b>	\$84.50	\$55.00	\$46.00	\$39.50	\$38.00	\$36.00	\$34.00	\$36.25	
	Hours								
<b>Task 1 Subtotal</b>	<b>0</b>								
<b>Task 2 - Topographical Survey, Basemapping</b>									
Task 2.1 - Survey PM; Admin; QA/QC; Execution									0
Task 2.1a - Survey PM; Admin; QA/QC	4	8	8				4	4	28
Task 2.1b - Survey Control (Geodetic Only)	1	2	4		4	4			15
Task 2.1c - Field Surveying and Mapping	1	2	4	8	8	8			31
Task 2.1d - Utility Surveying and Mapping	1	2		4	4	4			15
Task 2.2 - Research and Confirm ROW - <b>NA</b>									0
Task 2.3 - Legal Descriptions and Exhibits - <b>NA</b>									0
Task 2.4 - Supplemental Topographic Survey	1	2	2	8	8	8	1	1	31
<b>TOTAL HOURS - ALL TASKS</b>	<b>8</b>	<b>16</b>	<b>18</b>	<b>20</b>	<b>24</b>	<b>24</b>	<b>5</b>	<b>5</b>	<b>120</b>
<b>TOTAL DIRECT COST PER PERSONEL - ALL TASKS</b>	<b>\$676</b>	<b>\$880</b>	<b>\$828</b>	<b>\$790</b>	<b>\$912</b>	<b>\$864</b>	<b>\$170</b>	<b>\$181</b>	<b>\$5,301</b>

Direct Hour Subtotal	\$	5,301.25
Overhead Rate		157.22%
Overhead Subtotal	\$	8,334.63
Fee Percentage		27%
Fee	\$	1,431.34
Grand Subtotal	\$	15,067.21
Expenses	\$	1,000.00
Subconsultant Total (locates and potholing)	\$	8,387.29
Design Grand Total	\$	24,454.50

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<b>188th Street Flood Wall Fee Schedule</b>							
Tasks	Principal	Senior Engineer	Proj Man	Project Engineer	Drafter	Admin	Sum of Hours
	Boirum	Gillie	Place	Miller	Menz	Babko	
	\$91.50	\$72.00	\$66.00	\$38.00	\$38.00	\$37.00	
<b>Task 3 - Geotechnical Investigations</b>							
Task 3.1 - Field Investigation	0	0	1.16	11.02	0.58	0	12.76
Task 3.2 - Geotechnical Engineering & Analysis	0	1.74	5.8	11.6	0	0	19.14
Task 3.3 - Reporting	0	1.16	1.74	2.32	1.16	0.58	6.96
Task 3.4 - Review of PS&E and Bid Assistance	0	0	5.8	0	0	0	5.8
Task 3.3 - Geotechnical Task Management	0.58	1.16	6.96	0	0	2.32	11.02
<b>Task 3 Subtotal</b>	<b>0.58</b>	<b>4.06</b>	<b>21.46</b>	<b>24.94</b>	<b>1.74</b>	<b>2.9</b>	<b>55.68</b>
<b>Task 16 - Construction Engineering Support</b>							
Task 16.1 -	0	0	0	0	0	0	0
<b>Task 16 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL HOURS - ALL TASKS</b>	<b>0.58</b>	<b>4.06</b>	<b>21.46</b>	<b>24.94</b>	<b>1.74</b>	<b>2.9</b>	<b>55.68</b>
<b>TOTAL DIRECT COST PER PERSONEL - ALL TASKS</b>	<b>\$53</b>	<b>\$292</b>	<b>\$1,416</b>	<b>\$948</b>	<b>\$66</b>	<b>\$107</b>	<b>\$2,883</b>

Direct Hour Subtotal	\$	2,882.89
Overhead Rate		175.44%
Overhead Subtotal	\$	5,057.74
Fee Percentage		27%
Fee	\$	778.38
Grand Subtotal	\$	8,719.01
Expenses (29%)		\$3,851
Subconsultant Total		0
Design Grand Total	\$	12,569.63

M-7-57

HWA Expenses

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.575/mi (12 trips @ 20 miles/trip)	\$138
Laboratory Testing (See details to left)	\$2,040
Drilling Subcontractor	\$9,000
Private Utility Locator	\$600
Traffic Control (Signs, Cones, and Flaggers)	\$1,500
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$13,278</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content and Visual Classification	20	\$22	\$440
Grain Size Distribution	4	\$115	\$460
Organic Content of Soils	2	\$70	\$140
Consolidation Testing (w/Secondary Compression)	1	\$1,000	\$1,000
Atterberg Limits (plasticity index)	0	\$220	\$0

**LABORATORY TOTAL: \$2,040**

## 188th Street Flood Wall Fee Schedule

Tasks	Facilitator	Project Associate	Controller	Sum of Hours
	Aronson	Pham	Lyng	
	\$110.00	\$85.00	\$130.00	
<b>Task 1 - Project Management</b>				
Task 1.1 - Coordination with City				0
Task 1.2 - Project Schedule and Team Management				0
Task 1.3 - Progress Reports, Invoices, and Budget Management	6	12	12	30
Task 1.4 - QA/QC				0
<b>Task 1 Subtotal</b>	<b>6</b>	<b>12</b>	<b>12</b>	<b>30</b>
<b>Task 15 - Public Involvement</b>				
<b>Task 15.1- Kick off call</b>	3	6		
Task 15.2 - Production of Public Outreach Materials	5	12		17
<b>Task 15 Subtotal</b>	<b>8</b>	<b>18</b>	<b>0</b>	<b>26</b>
<b>TOTAL HOURS - ALL TASKS</b>	<b>14</b>	<b>30</b>	<b>12</b>	<b>56</b>
<b>TOTAL DIRECT COST PER PERSONEL - ALL TASKS</b>	<b>\$1,540</b>	<b>\$2,550</b>	<b>\$1,560</b>	<b>\$5,650</b>

Direct Hour Subtotal	\$ 5,650.00
Overhead Rate	
Overhead Subtotal	\$0.00
Fee Percentage	
Fee	\$0.00
Grand Subtotal	\$ 5,650.00
Expenses	\$25.00
Subconsultant Total	<u>0</u>
Design Grand Total	\$ 5,675.00

Triangle-Expenses

<b>Expense</b>	<b>Cost</b>
Internal printing	25
<b>Total</b>	<b>\$25.00</b>

Schedule for 188th Street SW Flood Wall Project - 20-0426

ID	Task Name	Duration	Start	Finish	
1	<b>Stay Home Stay Healthy Order Lifted</b>	0 days	Mon 5/4/20	Mon 5/4/20	◆ 5/4
2	<b>Notice to Proceed</b>	0 days	Mon 5/11/20	Mon 5/11/20	◆ 5/11
3	<b>Task 1 - Project Management</b>	370 days	Mon 5/11/20	Fri 10/8/21	[Task Bar]
4	<b>Task 2 – Topographic Survey, Basemapping, Legal Desc.</b>	40 days	Mon 6/1/20	Fri 7/24/20	[Task Bar]
5	<b>Task 3 – Geotechnical Investigations</b>	50 days	Mon 5/11/20	Fri 7/17/20	[Task Bar]
6	<b>Task 4 – Environmental Documentation and Permitting</b>	<b>50 days</b>	<b>Mon 5/11/20</b>	<b>Fri 7/17/20</b>	[Task Bar]
7	Task 4.4 - Critical Areas Assessment and Report	50 days	Mon 5/11/20	Fri 7/17/20	[Task Bar]
8	<b>Task 6 – PE / 30% Design</b>	40 days	Mon 7/27/20	Fri 9/18/20	[Task Bar]
9	<b>Task 7 – Subsurf. Util. Eng. (SUE) and Util. Coord.</b>	40 days	Mon 6/1/20	Fri 7/24/20	[Task Bar]
10	<b>Task 9 – 60% PS&amp;E</b>	40 days	Mon 9/21/20	Fri 11/13/20	[Task Bar]
11	<b>Task 10 – 90% (Draft Final) PS&amp;E</b>	40 days	Mon 11/16/20	Fri 1/8/21	[Task Bar]
12	<b>Task 11 – 100% (Final, Bid-Ready) PS&amp;E</b>	20 days	Mon 1/11/21	Fri 2/5/21	[Task Bar]
13	<b>Task 12 – Final Ad-Ready PS&amp;E</b>	20 days	Mon 2/8/21	Fri 3/5/21	[Task Bar]
14	<b>Task 13 – Assistance with Bidding and Award</b>	30 days	Mon 3/8/21	Fri 4/16/21	[Task Bar]
15	<b>Task 15 – Public Involvement</b>	250 days	Fri 5/1/20	Thu 4/15/21	[Task Bar]
16	<b>Task 16 – Construction Engineering Support</b>	130 days	Mon 4/19/21	Fri 10/15/21	[Task Bar]
17	<b>Project Completion</b>	0 days	Fri 10/15/21	Fri 10/15/21	◆ 10/15

Project: 188thStSWFloodWall  
 Date: Sun 4/26/20

Task [Blue Bar] Milestone [Diamond] Summary [Thick Line] Manual Milestone [Diamond with Line] External Tasks [Grey Bar]

# CITY COUNCIL ITEM FYI-1

## CITY OF LYNNWOOD Public Works

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**TITLE:** 2019 and 2020 Transportation Benefit District Annual Reports

**DEPARTMENT CONTACT:** Janella Lewis and David Mach

**SUMMARY:**

Issuing an annual report indicating the status of Transportation Benefit District (TBD) improvement costs, expenditures, revenues, and construction schedules is a

requirement of RCW 36.73.160(2). The Finance and Public Works Departments have completed the attached 2019 and 2020 reports.

**ACTION:**

None required, informational only.

**BACKGROUND:**

State law requires the TBD to issue an annual report indicating the status of transportation improvement costs, expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district. TBD funds are collected in Fund 150 and can be transferred to Street Maintenance Fund 111, Transportation Capital Fund 360 and other funds to help fund public improvement projects. The 2019 and 2020 reports detailing collected, earned, or received fees and the public projects that these fees were expended on is attached. Both the 2019 and 2020 reports were prepared at the same time to minimize administrative time in preparing them.

**DOCUMENT ATTACHMENTS**

<b>Description:</b>	<b>Type:</b>
<a href="#">2019 TBD Report</a>	Backup Material
<a href="#">2020 TBD Report</a>	Backup Material

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**City of Lynnwood**

**Transportation Benefit District**

**2019 Annual Report**

December 2020

*RCW 36.73.160(2) - A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.*

*TBD Charter 6.06 – In addition, the District, upon approval by the Board, shall issue an annual report, indicating the status of transportation improvement costs, transportation improved expenditures, revenues, and construction schedules, to the public and the newspapers of record in the District (the “Plan”). “Newspapers of record in the District” shall include all newspapers which have filed a request for public notice of meetings with the District.*

1 **Lynnwood TBD Background**

2 A Transportation Benefit District (TBD) is a quasi-municipal corporation & independent  
3 taxing district created for the sole purpose of funding transportation improvements within the  
4 district. A TBD is created by ordinance of legislative authority (county or city) and may  
5 include other counties, cities, port districts, or transit districts through Inter-local agreements.  
6

7 A law passed by the Washington State Legislature in 2007 allows city or county governments  
8 to create local transportation benefit districts and impose a local vehicle registration fee and/or  
9 sales and use tax to fund local transportation projects. TBDs in Washington State have  
10 primarily been funded by a vehicle registration fee, but a few cities have implemented a sales  
11 tax funded TBD.  
12

13 On May 24<sup>th</sup> 2010, the Lynnwood City Council approved Ordinance #2837 forming the  
14 Lynnwood Transportation Benefit District and adopting a new chapter to the Lynnwood  
15 Municipal Code, 12.14, entitled “Transportation Benefit District”. The governing board of  
16 the Transportation Benefit District is the Lynnwood City Council, acting in an ex-officio and  
17 independent capacity. The ordinance specifies that the boundaries for the TBD be  
18 coextensive with the City limits.  
19

20 At the November 29<sup>th</sup> 2010 Board Meeting the TBD Board adopted TBD Ordinance #2  
21 enacting an annual \$20 vehicle registration fee (for each eligible vehicle registered in  
22 Lynnwood). At the July 27<sup>th</sup> 2016 Board Meeting the TBD Board adopted TBD Ordinance  
23 #10 increasing the fee to \$40. The \$40 fee (increase from \$20 to \$40) went into effect on  
24 February 1<sup>st</sup>, 2017 and generates a total of approximately \$1,200,000 annually for  
25 transportation projects. On November 8<sup>th</sup>, 2016, the Lynnwood voters approved a 0.1% sales  
26 and use tax increase to fund roads in Lynnwood through the TBD. The tax increase went into  
27 effect on April 1<sup>st</sup>, 2017, lasts for 10 years, and is expected to generate approximately  
28 \$2,800,000 per year. The projects to be funded (in whole or in part) by both the vehicle  
29 registration fee and the sales and use tax include:  
30

- 31 1. Preventative and routine pavement maintenance and reconstruction
- 32 2. Street and traffic maintenance and operations
- 33 3. Other capital projects as identified in the City’s Transportation Plan  
34

35 Although it is a separate legal entity from the City of Lynnwood, the TBD is reported as a  
36 blended component unit in the City’s annual financial statements because its sole purpose is  
37 for the construction, preservation, maintenance, and operation of City streets.  
38

39 **2019 Meetings Summary**

40 The TBD Board held two meetings in 2019. A summary of the meetings is listed as follows:  
41

42 **March 20, 2019 Regular Meeting**

- 43 • Consideration, discussion, and possible action on Resolution #10 - Amend the TBD  
44 Charter
- 45 • Presentation and discussion – Initiative-976 Update
- 46 • Election of Board Officers

47 **November 20, 2019 Special Meeting**

- Exit Conference by State Auditor
- Potential City Assumption of the TBD
- Presentation, discussion and approval of the 2018 TBD Annual Report
- Ordinance #19 – Public hearing, consideration, discussion and possible action on the 2020 Budget

**2019 Revenue**

The TBD’s revenues for the year ending December 31, 2019 are as follows:

	\$ 1,152,211	Vehicle Registration Fees
	2,774,522	Sales and Use Tax
	57,917	Interest
	\$ 3,984,650	Total Revenues

**2019 Expenditures**

2019 TBD expenditures consist of administrative expenses, TBD insurance (through the Cities Insurance Association of Washington (CIAW)), and projects. The TBD’s administrative expenses consist of staff time (Public Works, Human Resources, and Finance), public meeting notices, and meeting minute recording/development. Total 2019 TBD expenditures are summarized as follows:

	\$ 16,335	Administration
	2,511	Professional Services
	195	Legal Publications
	6,163	Insurance
	3,146,785	Projects
	\$ 3,176,219	Total Expenditures

**Fund Balance**

The 2019 TBD ending fund balance is summarized as follows:

	\$ 2,546,387	Beginning Fund Balance
	3,984,650	Revenues
	(3,176,219)	Expenditures
	\$ 3,354,818	Ending Fund Balance

A schedule of revenues, expenditures and changes in fund balance is provided on the last page of this report.

1 **TBD Project Expenses and Schedules**

2 Projects identified in TBD Ordinance #10 for potential TBD funding include:

3 1) Street and traffic maintenance and operations

4 Street Fund 111

5 2019 TBD Funding Contribution: \$ 300,000

6 Schedule: Ongoing

7  
8 2) Preventative and routine pavement maintenance  
9 and reconstruction

10 Transportation Capital Infrastructure Fund 360

11 2019 TBD Funding Contribution: \$2,846,785

12 toward the following:

13  
14 ADA Ramps & Sidewalks Program \$ 75,000

15 Citywide Multimodal Transportation Planning 59,862

16 Pavement Preservation 2,711,923

17 \$ 2,846,785

18

1 **Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
2 **City of Lynnwood, Washington**  
3 **Transportation Benefit District**  
4 **For the Year Ending December 31, 2019**  
5  
6

	Actual
7 <b>REVENUES</b>	
8 Annual Vehicle Registration Fees	\$ 1,152,211
Sales and Use Tax	2,774,522
9 Interest	57,917
10 <b>TOTAL REVENUES</b>	<u>\$ 3,984,650</u>
11 <b>EXPENDITURES</b>	
12 Administration Expenditures	\$ 16,335
13 Professional	2,511
14 Legal Publications	195
16 Projects	3,146,785
17 <b>TOTAL EXPENDITURES</b>	<u>\$ 3,176,219</u>
18 <b>Net Change in Fund Balance</b>	\$ 808,431
19 <b>Fund Balance - Beginning</b>	<u>2,546,387</u>
20 <b>Fund Balance - Ending</b>	<u>\$ 3,354,818</u>

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**City of Lynnwood**

**Transportation Benefit District**

**2020 Annual Report**

April 2021

*RCW 36.73.160(2) - A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.*

*TBD Charter 6.06 – In addition, the District, upon approval by the Board, shall issue an annual report, indicating the status of transportation improvement costs, transportation improved expenditures, revenues, and construction schedules, to the public and the newspapers of record in the District (the “Plan”). “Newspapers of record in the District” shall include all newspapers which have filed a request for public notice of meetings with the District.*

1 **Lynnwood TBD Background**

2 A Transportation Benefit District (TBD) is a quasi-municipal corporation & independent  
3 taxing district created for the sole purpose of funding transportation improvements within the  
4 district. A TBD is created by ordinance of legislative authority (county or city) and may  
5 include other counties, cities, port districts, or transit districts through Inter-local agreements.  
6

7 A law passed by the Washington State Legislature in 2007 allows city or county governments  
8 to create local transportation benefit districts and impose a local vehicle registration fee and/or  
9 sales and use tax to fund local transportation projects. TBDs in Washington State have  
10 primarily been funded by a vehicle registration fee, but a few cities have implemented a sales  
11 tax funded TBD.  
12

13 On May 24<sup>th</sup> 2010, the Lynnwood City Council approved Ordinance #2837 forming the  
14 Lynnwood Transportation Benefit District and adopting a new chapter to the Lynnwood  
15 Municipal Code, 12.14, entitled “Transportation Benefit District”. The governing board of  
16 the Transportation Benefit District is the Lynnwood City Council, previously acting in an ex-  
17 officio and independent capacity. The ordinance specified that the boundaries for the TBD be  
18 coextensive with the City limits.  
19

20 At the November 29<sup>th</sup> 2010 Board Meeting the TBD Board adopted TBD Ordinance #2  
21 enacting an annual \$20 vehicle registration fee (for each eligible vehicle registered in  
22 Lynnwood). At the July 27<sup>th</sup> 2016 Board Meeting the TBD Board adopted TBD Ordinance  
23 #10 increasing the fee to \$40. The \$40 fee (increase from \$20 to \$40) went into effect on  
24 February 1<sup>st</sup>, 2017 and generates a total of approximately \$1,200,000 annually for  
25 transportation projects. On November 8<sup>th</sup>, 2016, the Lynnwood voters approved a 0.1% sales  
26 and use tax increase to fund roads in Lynnwood through the TBD. The tax increase went into  
27 effect on April 1<sup>st</sup>, 2017, lasts for 10 years, and is expected to generate approximately  
28 \$2,800,000 per year. The projects to be funded (in whole or in part) by both the vehicle  
29 registration fee and the sales and use tax include:  
30

- 31 1. Preventative and routine pavement maintenance and reconstruction
- 32 2. Street and traffic maintenance and operations
- 33 3. Other capital projects as identified in the City’s Transportation Plan  
34

35 On July 15, 2015, the Washington State Legislature enacted RCW 36.74.010, which  
36 authorized any city that had established a TBD with boundaries coterminous with the city to  
37 assume the rights, powers, functions and obligations of the TBD, in accordance with Chapter  
38 36.74 RCW. The Lynnwood TBD matched these criteria. At the March 23, 2020 meeting,  
39 City Council adopted Ordinance 3356 in which the City assumed the rights, powers,  
40 functions, and obligations of the TBD. As of this date, the TBD no longer functions as a  
41 separate entity from the City.  
42

43 **2020 Meetings Summary**

44 Due to the adoption of Ordinance 3356 and the assumption of the TBD by the City, the TBD  
45 Board did not hold any meetings in 2020. City Council reviewed a few items related to the  
46 TBD which are summarized as follows:  
47

1 **February 10, 2020 City Council Meeting**

- 2 • Consideration, discussion, and possible action on Resolution 2020-03 – City Council’s  
3 intent to conduct a public hearing concerning the assumption by the city of the rights,  
4 powers, functions, and obligations of the TBD.  
5

6 **March 9, 2020 City Council Meeting**

- 7 • Public hearing – Ordinance on the City’s assumption of the TBD  
8

9 **March 23, 2020 City Council Meeting**

- 10 • Ordinance 3356: City’s assumption of the TBD  
11

12 **2020 Revenue**

13 The TBD’s revenues for the year ending December 31, 2020 are as follows:  
14

15	\$ 1,306,113	Vehicle Registration Fees
16	2,470,245	Sales and Use Tax
17	<u>21,005</u>	Interest
18	\$ 3,797,363	Total Revenues

19  
20 **2020 Expenditures**

21 2020 TBD expenditures consist of administrative expenses, TBD insurance (through the  
22 Cities Insurance Association of Washington (CIAW)), and projects. The TBD’s  
23 administrative expenses consist of staff time (Public Works, Human Resources, and Finance),  
24 public meeting notices, and meeting minute recording/development. Total 2020 TBD  
25 expenditures are summarized as follows:

26	\$ 27,148	Administration
27	4,047	Professional Services
28	24	Legal Publications
29	<u>2,506,645</u>	Projects
30	\$ 2,537,864	Total Expenditures

31  
32 **Fund Balance**

33 The 2020 TBD ending fund balance is summarized as follows:  
34

35	\$ 3,354,818	Beginning Fund Balance
36	3,797,363	Revenues
37	<u>(2,537,864)</u>	Expenditures
38	\$ 4,614,317	Ending Fund Balance

39  
40 A schedule of revenues, expenditures and changes in fund balance is provided on the last page  
41 of this report.  
42  
43

1 **TBD Project Expenses and Schedules**

2 Projects identified in TBD Ordinance #10 for potential TBD funding include:

3	1) Street and traffic maintenance and operations	
4	Street Fund 111	
5	2020 TBD Funding Contribution:	\$ 300,000
6	Schedule: Ongoing	
7		
8	2) Preventative and routine pavement maintenance	
9	and reconstruction	
10	Transportation Capital Infrastructure Fund 360	
11	2020 TBD Funding Contribution:	\$ 4,903,649
12	toward the following:	
13		
14	ADA Ramps & Sidewalks Program	\$ 240,000
15	Sidewalks/ADA	525,000
16	Traffic Signal Rebuild	550,000
17	196 <sup>th</sup> Street SW	550,000
18	Pavement Preservation	3,000,000
19	Pavement Preservation	<u>38,649</u>
20		\$ 5,203,649
21		

1 **Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
2 **City of Lynnwood, Washington**  
3 **Transportation Benefit District**  
4 **For the Year Ending December 31, 2020**  
5  
6

	Actual
7 <b>REVENUES</b>	
8 Annual Vehicle Registration Fees	\$ 1,306,113
Sales and Use Tax	2,470,245
9 Interest	21,005
10 <b>TOTAL REVENUES</b>	<u>\$ 3,797,363</u>
11 <b>EXPENDITURES</b>	
12 Administration Expenditures	\$ 27,148
13 Professional	4,047
14 Legal Publications	24
16 Projects	2,506,645
17 <b>TOTAL EXPENDITURES</b>	<u>\$ 2,537,864</u>
18 <b>Net Change in Fund Balance</b>	\$ 1,259,499
19 <b>Fund Balance - Beginning</b>	<u>3,354,818</u>
20 <b>Fund Balance - Ending</b>	<u>\$ 4,614,317</u>

7

## CITY COUNCIL ITEM FYI-2

### CITY OF LYNNWOOD Community Development

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**TITLE:** Update: Snohomish County Countywide Planning Policies

**DEPARTMENT CONTACT:** Ashley Winchell

#### **SUMMARY:**

Snohomish County, in coordination with its cities and towns, have been working to update the Countywide Planning Policies (CPP). A subcommittee of the Snohomish County Tomorrow Planning Advisory Committee worked together to review and respond to proposed changes to the CPPs. The GMA requires consistency between the plans of local governments, in or adjacent to a county, and between the plans and regulations of individual jurisdictions.

Representatives from Lynnwood's DBS Community Planning Division participated in this review process. This work is in preparation for the 2024 Comprehensive Plan updates. The CPPs apply to Snohomish County and its cities and towns. The CPPs will guide the policies and goals for each community's Comprehensive Plan.

The CPPs are required to comply with the Multicounty Planning Policies (MPPs). MPPs for the Puget Sound Region that are developed by the Puget Sound Regional Council (PSRC). The MPPs comprise the PSRC Vision 2050 planning document. The updates to the CPPs include changes needed to comply with Vision 2050. The chart below demonstrates how the Growth Management Act, MPPs, CPPs, and Comprehensive Plans work together.

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

There are no immediate policy questions.

#### **ACTION:**

Council may choose to follow and participate in the CPP adoption process through Snohomish County Tomorrow.

#### **DOCUMENT ATTACHMENTS**

**Description:**

[Countywide Planning Policies Memo](#)

**Type:**

Memo

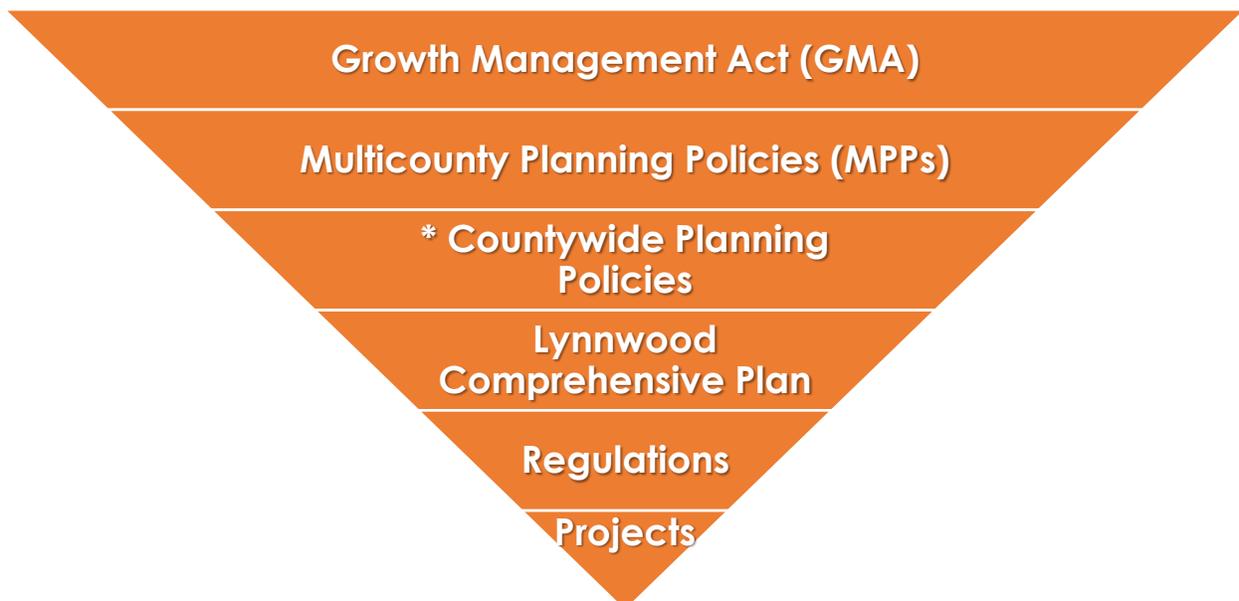
**DATE:** May 17, 2021  
**TO:** City Council  
**FROM:** Ashley Winchell, Community Planning Manager  
**SUBJECT:** Countywide Planning Policies

**Background**

Snohomish County, in coordination with its cities and towns, have been working to update the Countywide Planning Policies (CPP). A subcommittee of the Snohomish County Tomorrow Planning Advisory Committee worked together to review and respond to proposed changes to the CPPs. The GMA requires consistency between the plans of local governments, in or adjacent to a county, and between the plans and regulations of individual jurisdictions.

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The current CPPs were prepared in 2011 in preparation for the 2015 Comprehensive Plan updates. The current proposed CPPs must be adopted by Snohomish County Council by December 31, 2021 to guide the 2024 Comprehensive Plan updates.

### **Summary of Changes**

Vision 2050 includes policies that address climate change and equity. Since CPPs must comply with Vision 2050 (MPPs), updates are needed to the CPPs to ensure that climate change and equity are addressed. There are other proposed changes to the CPPs to align with the MPPs or that seek to add clarity to existing language. Other changes include replacing references from Vision 2040 to Vision 2050, updating references to the RCW, updating projected population growth for the county, updated transit policies, and minor grammatical and language updates to clarify policies.

### **Considerations**

Annexation: Proposals to amend the CPPs to better support annexation were presented by several representatives of Snohomish County cities. Proposed amendments seek to limit county regulatory authority in urban growth areas after they are annexed. These proposed changes could require changes to the County's General Policy Plan.

The County's existing General Policy Plan require cities to adopt County policies and regulations, such as airport and floodplain regulations and participation in Transfer of Development Rights programs. Changes to this policy would be beneficial to future annexation efforts and would give cities the ability to determine the policies and programs best suited to their city. Staff also finds these requirements to conflict with Vision 2050 which includes policy direction to "actively encourage and identify strategies to encourage annexation (MPP-RGS-16)."

Countywide Centers: The Puget Sound Regional Council's Regional Centers Framework requires each county's CPPs to include criteria and processes for adopting Countywide Centers. The CPPs identify the criteria and adoption process for Countywide Centers. Candidates for Countywide Centers are included in the CPPs have been determined to meet the criteria outlined. Cities are not required to adopt Countywide Centers within their jurisdictions.

Two candidate centers are proposed in Lynnwood. The first candidate is the intersection of 196<sup>th</sup> and Hwy 99, referred to as the 196<sup>th</sup> St Mixed Use Node. The second is located at 212<sup>th</sup> and Hwy 99 and spans the cities of Lynnwood, Mountlake Terrace and Edmonds. This area is called the Medical/Highway 99 Activity Center in the CPPs.

Staff requested amendments to the proposed Countywide Centers language to further clarify that adopting Countywide Centers are optional and cities may choose to pursue such designation. Staff supports language that further clarifies this distinction.

### **Countywide Planning Policies Adoption**

Snohomish County Tomorrow will be considering the proposed changes in June 2021 for recommendation to Snohomish County Council. Snohomish County Council will be reviewing the proposed changes for final adoption in August 2021. The project schedule and proposed changes can be viewed at the website listed below. FYI-2-3

## Attachments

- Countywide Planning Policies may be viewed here:  
[https://snohomishcountywa.gov/DocumentCenter/View/79469/DRAFT\\_CPPs-for-PAC-Review\\_Full-Plan\\_21521](https://snohomishcountywa.gov/DocumentCenter/View/79469/DRAFT_CPPs-for-PAC-Review_Full-Plan_21521)
- More information on the process may be viewed here:  
<https://snohomishcountywa.gov/5782/Countywide-Planning-Policies>