



**LYNNWOOD CITY COUNCIL Business Meeting**

**This meeting will be accessible remotely. Please visit**

**<https://www.lynnwoodwa.gov/Government/City-Council/City-Council-Meetings> for information on joining or streaming this meeting.**

**MONDAY, JANUARY 24, 2022 6:00 PM**

- 
1. CALL TO ORDER AND FLAG SALUTE
  2. ROLL CALL
  3. APPROVAL OF MINUTES - Council Member Binda
    - A. revised minutes from the December 13, 2021 Business Meeting, minutes from the January 4, 2022 Work Session and minutes from the January 10, 2022 Business Meeting. - *5 minutes*  
[1.4.21 WS Minutes.pdf](#)  
[1.10.22 Business Meeting Minutes.pdf](#)  
[12.13.21 Business Meeting Minutes.pdf](#)
  4. MESSAGES AND PAPERS FROM THE MAYOR
  5. PUBLIC COMMENTS AND COMMUNICATIONS - up to 30 minutes
  6. PRESENTATIONS AND PROCLAMATIONS
    - A. Proclamation: Honoring the Life and Legacy of Don Gough - *15 minutes*  
Julie Moore, Communications Manager  
[Proclamation - Honoring Life and Legacy of Don Gough.pdf](#)
    - B. Presentation of Award to Council: 2021 Excellence in Planning Award for Lynnwood Housing Action Plan - *10 minutes*  
Jonathan Kesler, Planning Association of Washington  
[2021 Planning Award\\_Housing Action Plan.pdf](#)
  7. WRITTEN COMMUNICATIONS AND PETITIONS
  8. COUNCIL COMMENTS AND ANNOUNCEMENTS - Begin with Council Member Decker
  9. UNANIMOUS CONSENT AGENDA - Council Member Sessions
    - A. Budget Calendar for 2022 - *0 minutes*

Corbitt Loch

[Res 2022-02 Calendar for 2023-2024 Budget 120821.pdf](#)

- B. Consultant Contract: 196th St & 52nd Ave Sewer Capacity project design - *0 minutes*  
Bill Franz, Public Works Director
- C. Maintenance Agreement: with WSDOT regarding the 196th St SW (SR-524) Improvement project - *0 minutes*  
Bill Franz, Public Works Director  
[GMB 1171 Lynnwood - SR 524 196th Maint AAG partially signed - ready for Council.pdf](#)
- D. Interlocal Agreement - Expenditure Authorization - *0 minutes*  
Cathy Robinson, Procurement & Contacts  
[Procurement Report - Contract 2529\\_Expenditure Authorization.pdf](#)
- E. Consultant Contract Amendment - *0 minutes*  
Cathy Robinson, Procurement and Contracts  
[Procurement Report - Contract 3111\\_Amendment 7\\_Final.pdf](#)
- F. Voucher Approval - *0 minutes*

10. BUSINESS ITEMS AND OTHER MATTERS

- A. ARPA Funding Suggestions - *15 minutes*  
Corbitt Loch  
[ARPA Top Ten Tool 011922.pdf](#)
- B. City Action Days and Summit Updates - *20 minutes*  
Council President Hurst

11. PUBLIC HEARING

12. NEW BUSINESS

13. EXECUTIVE SESSION

- A. Executive Session for collective bargaining discussion - *15 minutes*  
Director Chinn, Manager Charles
- B. Executive Session: Current and Potential Litigation, Legal risks - *30 minutes*  
Karen Fitzthum, City Clerk, Rosemary Larson, City Attorney

ADJOURNMENT

**CITY COUNCIL 3.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE:** revised minutes from the December 13, 2021 Business Meeting, minutes from the January 4, 2022 Work Session and minutes from the January 10, 2022 Business Meeting.

**DEPARTMENT CONTACT:** Lisa Harrison, City Council

**ESTIMATED TIME:**

5

**DEPARTMENT ATTACHMENTS**

Description:

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[1.4.21 WS Minutes.pdf](#)

[1.10.22 Business Meeting Minutes.pdf](#)

[12.13.21 Business Meeting Minutes.pdf](#)



**CITY OF LYNNWOOD  
CITY COUNCIL WORK SESSION MINUTES  
January 4, 2022**

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1. CALL TO ORDER

The meeting was called to order by Mayor Frizzell at 6:03 p.m. A quorum was present.

2. ROLL CALL

Present:

Mayor Christine Frizzell  
Member Joshua Binda  
Member Patrick Decker  
Member Shannon Sessions  
Member Jim Smith  
Member Shirley Sutton  
President George Hurst

Absent:

Member Julieta Altamirano-Crosby

3. COMMENTS AND QUESTIONS ON MEMO ITEMS

None

4. WORK SESSION ITEMS

4.A 2022 Draft Council Meeting Calendar

Council members reviewed the proposed 2022 meeting calendar. Council President Hurst asked the council if they would like to hold meetings on both January 18th and 19th due to the MLK holiday or approve with both meetings. Those commenting said that they would prefer to skip the 3rd Wed and move the 20th to the 21st due to Juneteenth.

4.B Discuss 2022 Council Liaisons | Elected Positions

Council President Hurst led conversations about the elected positions. He also spoke about his interest in running for President. The council members spoke to their interest in various elected positions.

4.C Discuss: 2022 Council Liaisons | Appointed by Council President

The council members discussed what each of the positions entail and their interest in various liaison positions for appointment.

- 4.D Discuss: Annual Council Summit Agenda Ideas received by Council Members  
Council President Hurst stated that he would like all of the the council members to send in ideas for discussion. He instructed them to send ideas to the Executive Assistant Harrison, who will compile them for review.
- 4.E Council break (as needed)  
The council took a break from 7:20 to 7:30 pm.
- 4.F Boards & Commissions LMC amendments- Correction to add requirement for recordings and minutes timing. See lines 166-167  
Council President Hurst explained that the recordings requirement was left out of the ordinance approved on December 13, 2021. Staff members spoke to issues that come up when considering how to execute this requirement. Staff sharing their concerns included IT Director Will Cena, Clerk Fitzthum and Executive Assistant Jensen. Cena addressed the technical issues including being at remote locations, who is responsible for recording the meetings, where can it be stored. Clerk Fitzthum shared the various storage mechanisms in place and stated that she is receiving a cost estimate for extra storage.

Another issue that came up was how the volunteers would be affected. Director Lynn Sordel stated that the fact that they are video recording the meeting will affect the culture of the meetings, as people tend to behave differently when they are recorded.

Jensen summed it up saying that staff would like to see more discussion on this issue and some solutions to these issues. Council members asked questions and discussed. Council members discussed the issue following the staff's presentation.

- 4.G ARPA Funding for street improvements  
This item was removed from agenda.

## 5. MAYOR COMMENTS

The mayor announced that Don Gough, former mayor, has passed away and expressed her condolences.

## 6. COUNCIL COMMENTS

Council President Hurst noted that item G on the Agenda (ARPA funding for streets) has been postponed since the sponsor of the item, Council Member Altamirano-Crosby, was not at the meeting. Council members took turns making comments and sharing condolences on the death of Don Gough.

ADJOURN

The meeting was adjourned at 8:27 pm

MEMOS FOR FUTURE ACTION

MEMOS FOR YOUR INFORMATION

Clerical Correction to Ordinance 3406



**CITY OF LYNNWOOD  
CITY COUNCIL BUSINESS MEETING MINUTES  
January 10, 2022**

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1. CALL TO ORDER AND FLAG SALUTE

The mayor called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present:

Mayor Christine Frizzell  
Member Joshua Binda  
Member Patrick Decker  
Member Shannon Sessions  
Member Julieta Altamirano-Crosby  
Member Jim Smith  
Member Shirley Sutton  
President George Hurst

3. APPROVAL OF MINUTES - Councilmember Decker

3.A Approve minutes for the December 6, 2021 Work Session and the December 13, 2021 Business Meeting

Council member Smith had several changes to the December 13 meeting and asked that it be reviewed, corrected and brought back to council.

Moved by Patrick Decker; seconded by Jim Smith to Approve minutes from the December 6, 2021 work session.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Joshua Binda, Patrick Decker, Shannon Sessions, Shirley Sutton

Voting Against: None

4. MESSAGES AND PAPERS FROM THE MAYOR

Mayor Frizzell spoke to the issue of additional water bills due to new meters installed. She gave the email address [UB@Lynnwoodwa.gov](mailto:UB@Lynnwoodwa.gov) to reach people for utility bill questions. She also mentioned that there are programs for customers to take advantage of grants available.

5. PUBLIC COMMENTS AND COMMUNICATIONS - up to 30 minutes

Public comments were received by the following people:

- Ted Hikel
- Leslie
- Elizabeth Lunsford, 98037

6. WRITTEN COMMUNICATIONS AND PETITIONS

none

7. COUNCIL COMMENTS AND ANNOUNCEMENTS - Begin with Councilmember Sutton

Council members took turns expressing good wishes and sharing upcoming events.

8. UNANIMOUS CONSENT AGENDA - Councilmember Smith

Items listed below were distributed to council members in advance for study and were enacted with one motion. Council Vice President Smith read the following items into the record:

- Approve claims in the amount of \$6,626,081.49 for the period 12/04/2021 through 12/31/2021.
- Approve payroll in the amount of \$1,163,111.86 dated 12/17/2021.
- Approve payroll in the amount of \$1,187,780.56 dated 12/30/2021.

9. BUSINESS ITEMS AND OTHER MATTERS

9.A Resolution: 2022 Council Meeting Calendar

Moved by George Hurst; seconded by Jim Smith to Adopt Resolution #2022-01.  
A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON,  
ESTABLISHING A SCHEDULE OF ANTICIPATED CITY COUNCIL MEETINGS  
FOR CALENDAR YEAR 2022..

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Joshua Binda,  
Patrick Decker, Shannon Sessions, Shirley Sutton

Voting Against: None

9.B Election: Council President

Jim Smith nominated George Hurst as president. Elected unanimously for  
Council President.

9.C Election: Council Vice President

Those vying for vice president included Jim Smith and Julieta Altamirano-  
Crosby. Each gave a statement as to why they should be vice president. Votes  
were as follows:

Hurst- Smith

Smith- Smith

Sessions- Altamirano-Crosby

Altamirano-Crosby - Altamirano-Crosby  
Binda- Altamirano-Crosby  
Sutton- Smith  
Decker- Smith

Smith was elected as Vice President 4-3

9.D Election: Council elects Liaisons and alternates for External Organizations

The following were voted by the council members to serve as liaisons for the following boards and commissions:

- Alliance for Housing Affordability- Council Member Binda nominated by Council Member Hurst, elected unanimously
- Community Transit- Sessions nominated Mayor Frizzell, elected unanimously. Note: this was done in order to have the mayor qualify for the Sound Transit Board.
- Lynnwood Tourism Advisory Board- Council Member Decker nominated by Council Member Smith. Elected unanimously.
- 911 board- elected Police Chief Jim Nelson elected as the Police representative.
- 911 board (council position). Council Member Sessions nominated Council Member Decker for this position. Council Member Hurst nominated himself. Votes were as follows:
  - Smith- Hurst
  - Sessions- Decker
  - Sutton- Hurst
  - Hurst- Hurst
  - Binda- Hurst
  - Decker- Decker
  - Altamirano-Crosby - Decker

Hurst elected 4-3

- County Health Board- Council Member Smith nominated Council Member Altamirano-Crosby who was elected unanimously.
- Snohomish County Tomorrow- Council Member Smith nominated Council Member Decker, also elected unanimously

9.E Appointments: Council President selects Liaisons and alternates for External Organizations based on their stated preferences.

Council President Hurst made the following appointments:

Arts Commission- 1 position: George Hurst

Finance Committee -3 positions: Josh Binda, Julieta Altamirano-Crosby and George Hurst.

Disability Board – 2 positions: Shannon Sessions, Jim Smith

Diversity, Equity & Inclusion Commission- 1 position: Shirley Sutton

History and Heritage Board- 1 position: Shannon Sessions

Human Services Commission- 1 position: Shirley Sutton

Lynnwood Public Facilities District – 1 position: Julieta Altamirano-Crosby

Parks, Recreation & Cultural Arts- 1 position: Josh Binda

Planning Commission- 1 position: Patrick Decker

Sister City Board – 1 position: Julieta Altamirano-Crosby

South County Fire- 1 position: George Hurst

Veterans- 1 position: Shannon Sessions

- 9.F Ordinance - Boards & Commissions LMC amendments- Correction to add requirement for recordings and minutes timing.

Council President Hurst informed the council that the ordinance passed in 2021 did not include requirements to record or deadlines for minutes. The ordinance included in the packet includes both of these items. Council Members asked questions and gave comments.

A motion was made to postpone ordinance approval but did not pass.

Moved by George Hurst; seconded by Jim Smith to Adopt ordinance #3411, AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON, RELATING TO THE CITY'S BOARDS AND COMMISSIONS; AMENDING CHAPTER 2.24.100 OF THE LYNNWOOD MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION..

Motion Passed: 6- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Shannon Sessions, Shirley Sutton

Voting Against: None

## 10. NEW BUSINESS

### ADJOURNMENT

The meeting was adjourned at 7:45 p.m.



**CITY OF LYNNWOOD  
CITY COUNCIL BUSINESS MEETING MINUTES  
December 13, 2021**

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1. CALL TO ORDER AND FLAG SALUTE

The meeting was called to order at 6:00 p.m.

2. OATH OF OFFICE

2.A Oath of Office - Mayor elect Christine Frizzell

County Council Member Stephanie Wright swore in mayor-elect Frizzell.

2.B Oath of Office - Council position 1 Council Member Elect Shirley Sutton

Judge Goodwin executed the oath of office for Council Member Shirley Sutton.

2.C Oath of Office - Council position 2 Council Member Elect Patrick Decker

Judge Goodwin performed the oath for Council Member Decker.

2.D Oath of Office - Council position 3 Council Member Elect Joshua Binda

Judge Goodwin performed the oath for Josh, who gave remarks thanking the council and his voters.

2.E Oath of Office - Municipal Court Judge Valerie Bouffiou

Judge Goodwin performed the oath for Judge Bouffiou.

3. ROLL CALL

Present:

Mayor Christine Frizzell

Member Patrick Decker

Member Shannon Sessions

Member Julieta Altamirano-Crosby

Member Jim Smith

President George Hurst

Also present were council member-elects Binda and Sutton as well as Finance Director Meyer.

4. APPROVAL OF MINUTES- Council Member Decker

Moved by Patrick Decker; seconded by Ruth Ross to Approve minutes for the

November 15, 2021 Work Session, the November 17, 2021 Work Session, the November 22, 2021 Business Meeting' the November 18, 2021 Finance Committee meeting and the November 29, 2021 Work Session.

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

4.A Approval of Minutes - Council Member Decker

5. MESSAGES AND PAPERS FROM THE MAYOR

The mayor announced that the equity survey has been extended through the holidays. She thanked the community and commended the staff for being Covid-resilient, and wished everyone the best in the new year.

6. PUBLIC COMMENTS AND COMMUNICATIONS - up to 30 minutes

The Mayor read the rules for public comments. The following people spoke to the council:

- Ted Hikel, 98036
- Elizabeth Lunsford, 98036
- Leslie, 98038

7. PRESENTATIONS AND PROCLAMATIONS

7.A Proclamation: National Migrant's Day December 18 - Council Member Altamirano-Crosby

Council Member Altamirano-Crosby read the proclamation in English and Spanish. The Proclamation was received by Van Dinh-Kuno, a former refugee from Vietnam who has dedicated most of her adult life helping others at Refugee & Immigrant Services Northwest where she has been Executive Director since 1991.

7.B Proclamation: Outgoing Councilmembers Frizzell and Ross

Council President Hurst read the proclamation honoring Council Members Ross and Frizzell.

7.C Proclamation: Honoring Mayor Nicola Smith

Council Member Sessions read the proclamation honoring Mayor Nicola Smith.

8. WRITTEN COMMUNICATIONS AND PETITIONS

9. COUNCIL COMMENTS AND ANNOUNCEMENTS - (Begin with Councilmember Altamirano-Crosby)

Council members thanked the retiring council members and mayor for their service.

10. UNANIMOUS CONSENT AGENDA - Council Member Frizzell

Items listed below were distributed to council members in advance for study and were enacted with one motion. Council Member Frizzell asked council members if they had any changes to the consent agenda. She read the consent agenda which will be adopted as read.

1. Reappoint Georgia Borg-Leon, Janet Pope, Linda Jones and Jerry Irwin to the Tourism Advisory Committee for a term expiring December 31, 2022.
2. Reappoint Board member Holly Hernandez to Position 1 of the Parks & Recreation Board for a term expiring December 31, 2024.
3. Reappoint Mary Anne Dillon to Position 7 of the Human Services Commission for a term expiring December 31, 2024.
4. Reappoint Barry Miller to Position 2 of the Arts Commission for a term expiring December 31, 2024.
5. Reappoint Ty Tufono Chausse to the Board of Ethics position #2 for a 3 year term from January 2022 through December 2024.
6. Reappoint Commissioner Selam Habte to Position #6 on the Diversity, Equity and Inclusion Commission to a second term expiring 12/31/2024.
7. Authorize the Mayor to enter into and execute on behalf of the City a contract with RH2 for the Lynnwood Water Comprehensive Plan 2023, in an amount of \$281,258.57 with an additional 10% management reserve for a total amount not to exceed \$309,384.00. Sales taxes do not apply.
8. Approve the Collective Bargaining Agreement between the City and the Lynnwood Police Officers and Sergeants the period of January 1, 2022 to December 31, 2024.
9. Approve the Collective Bargaining Agreement between the City and the Lynnwood Police Support Services for the period of January 1, 2022 to December 31, 2024.
10. Approve the Collective bargaining agreement between the City and the Lynnwood Police Management Guild for the period of January 1, 2022 to December 31, 2024.
11. Authorize the Mayor to execute a contract with Encore Interiors, Inc., for Recreation Pool Re-plaster and Repairs in the amount of \$130,390.00.
12. Voucher Approval
  1. Approve claims in the amount of \$5,047,284.48 for the period 11/11/21 through 12/03/21.
  2. Approve payroll in the amount of \$1,169,943.67 dated 11/19/2021.
  3. Approve payroll in the amount of \$1,301,827.34 dated 12/03/2021.

11. BUSINESS ITEMS AND OTHER MATTERS

11.A Ordinance - South Lynnwood Neighborhood Plan (3 of 3)

Moved by Shannon Sessions; seconded by Christine Frizzell to Adopt Ordinance #3405, An ordinance of the City Council of the City of Lynnwood, Washington, Adopting a subarea plan for the South Lynnwood Neighborhood; providing severability, an effective date and summary publication..

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

Council President Hurst asked that Council delay the reclassification decision until 2022. Council Member Smith agreed, and commented that he wants to see comparisons to other cities before approving these changes.

Moved by George Hurst; seconded by Jim Smith to Approve accept the salary schedule without the reclassification of different positions until the following year..

Motion Failed: 3- 4

11.B Ordinance - 2022 Salary Schedule

Voting For: George Hurst, Jim Smith, Patrick Decker

Voting Against: Julieta Altamirano-Crosby, Christine Frizzell, Ruth Ross, Shannon Sessions

Moved by Christine Frizzell; seconded by Ruth Ross to Approve 3406, An ordinance of the City Council of the City of Lynnwood, Washington, relating to the classification of city employee positions, amending Exhibit A to Ordinance number 3380 as amended by Ordinance number 3401; and providing for severability, an effective date and summary publication..

Motion Passed: 5- 2

Voting For: George Hurst, Julieta Altamirano-Crosby, Christine Frizzell, Ruth Ross, Shannon Sessions  
Voting Against: Jim Smith, Patrick Decker

11.C Ordinance Authorizing 2022 Bond Issuance

Moved by Shannon Sessions; seconded by Christine Frizzell to Adopt Ordinance #3407, an ordinance of the City of Lynnwood, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,800,000 aggregate principal amount of limited tax general obligation and refunding bonds in one or more series to provide funds to finance the City's community justice center project and other capital improvements. .

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions  
Voting Against: None

11.D Ordinance: Mid-Biennium Budget Modifications

Moved by George Hurst; seconded by Ruth Ross to Adopt Ordinance #3408, An ordinance of the City of Lynnwood, Washington, adopting Mid-biennial modifications to the 2021-2022 budget; providing for transmittal of the modified budget to the state; and providing for severability, an effective date and summary publication. .

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions  
Voting Against: None

11.E Ordinance - Adopt Juneteenth as a holiday for the City of Lynnwood

Moved by Christine Frizzell; seconded by Ruth Ross to Adopt Ordinance #3409, An ordinance of the City of Lynnwood, Washington, adding JUNE 19TH (JUNETEENTH) as a city holiday; amending Section 2.54.020 (HOLIDAYS GRANTED) of the Lynnwood Municipal Code; and providing for severability, an effective date and summary publication..

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions  
Voting Against: None

11.F Ordinance: Boards and Commissions amendments

Moved by Shannon Sessions; seconded by Patrick Decker to Adopt Ordinance #3410, An ordinance of the City of Lynnwood, Washington, relating to the City's Boards and Commissions; amending chapters 7 2.24, 2.26, 2.29, 2.60, 2.30 AND

2.28 of the Lynnwood municipal code and providing for severability, an effective date and summary publication..

Motion Passed: 6- 1

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Ruth Ross, Shannon Sessions

Voting Against: Christine Frizzell

11.G Resolution: Council Rules Revisions

Council President Hurst stated the per the city attorney line 118 in rule 7 must be changed to "by providing written notice" from "email" and delete and/or phone.

Moved by George Hurst; seconded by Jim Smith to Amend amend resolution #2021-09,a resolution of the City of Lynnwood, Washington relating to the council rules of procedure rule 7 to delete "email" and add "by providing written notice" and delete "and/or phone"..

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

Moved by Patrick Decker; seconded by Christine Frizzell to Approve as Amended resolution #2021-09, a resolution of the City of Lynnwood, Washington relating to the council rules of procedure, revised rules as amended.

Motion Passed: 7- 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

12. PUBLIC HEARING

13. NEW BUSINESS

Council members discussed the possibility of having in-person meetings in January. Mayor-elect Frizzell stated that she will find out from IT what equipment is on order and expected timing.

Moved by Julieta Altamirano-Crosby; seconded by Jim Smith to Confirm discuss allocating \$3M to streets using ARPA funds at a work session in January .

Motion Passed: 7 - 0

Voting For: George Hurst, Jim Smith, Julieta Altamirano-Crosby, Patrick Decker, Christine Frizzell, Ruth Ross, Shannon Sessions

Voting Against: None

ADJOURNMENT

The meeting was adjourned at 8:13 P.M.



**CITY COUNCIL 6.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Proclamation: Honoring the Life and Legacy of Don Gough**

**DEPARTMENT CONTACT: Julie Moore, Executive Office**

**SUMMARY:**

A proclamation is to be read and adopted honoring the life and legacy of former Mayor Don Gough

**PRESENTER:**

Julie Moore, Communications Manager

**ESTIMATED TIME:**

15

**SUGGESTED ACTION:**

Adopt

**DEPARTMENT ATTACHMENTS**

Description:

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[Proclamation - Honoring Life and Legacy of Don Gough.pdf](#)



**LYNNWOOD**  
WASHINGTON

*A great deal more*

# Proclamation

City of Lynnwood

## Honoring the Life of Don Gough

WHEREAS, on January 4, 2022, Lynnwood resident, former Mayor and Council Member, and dedicated public servant, Don Gough passed away peacefully in his home at the age of 70; and

WHEREAS, Don Gough was elected as a Lynnwood City Council Member in 1994, and served from 1995-2005; and

WHEREAS, Don Gough was then elected as Lynnwood's sixth Mayor and served from 2006-2013; and

WHEREAS, Mayor Gough lead the City of Lynnwood during a pivotal time of early planning for the City Center, Lynnwood Link light rail, and several key infrastructure projects which set the stage for the growth and development which we are seeing the benefits of today; and

WHEREAS, Mayor Gough was instrumental in the creation of *Lynnwood Moving Forward: Our Community Vision*, and provided strong leadership in support of the Lynnwood Recreation Center Renovation, the remodel of City Hall and the construction of the Traffic Management Center; and

WHEREAS, Mayor Gough served during the 2008 recession, the worst financial crisis our City has ever experienced, and through critical decision making we were able to keep City services functioning, while setting a course for a path to recovery; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Christine Frizzell, and the Lynnwood City Council, honor Mayor Don Gough and encourage the people of Lynnwood to join us in reflecting and honoring his life and legacy.

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Christine Frizzell, Mayor  
January 10, 2022

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George Hurst, City Council President  
January 10, 2022

## **CITY COUNCIL 6.B**

### **CITY OF LYNNWOOD CITY COUNCIL**

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**TITLE: Presentation of Award to Council: 2021 Excellence in Planning Award for Lynnwood Housing Action Plan**

**DEPARTMENT CONTACT: Kristen Holdsworth, Development and Business Services**

#### **SUMMARY:**

The City of Lynnwood received the "2021 Excellence in Planning - Community Involvement" award in recognition of the Housing Action Plan's outstanding community engagement efforts.

#### **PRESENTER:**

Jonathan Kesler, Planning Association of Washington

#### **ESTIMATED TIME:**

10

#### **BACKGROUND:**

Each year, the American Planning Association of Washington (APA-WA) and Planning Association of Washington (PAW) present awards to projects and plans that demonstrate excellence and outstanding contributions to the field of planning in Washington state. The joint award program goals are to recognize great planning efforts in Washington, promote excellent planning in government and the private sector, and increase public awareness of the roles of APA-WA and PAW in supporting outstanding planning in Washington. Six projects were presented with awards in the categories of Comprehensive Planning/Development Regulations, Transportation Planning, Community Involvement, and Implementation.

The City of Lynnwood received the "2021 Excellence in Planning - Community Involvement" award for the Housing Action Plan. The Lynnwood Housing Action Plan was adopted in May 2021 and was led by Development and Business Services (DBS) staff, including Director David Kleitsch, Community Planning Manager Ashley Winchell, and Senior Planner Kristen Holdsworth. This award recognizes the efforts of staff and City Council's commitment to community involvement through this planning effort.

The City received a Department of Commerce grant (ES2HB 1923) to partially fund work on the Housing Action Plan. From the outset, the City committed to utilizing an equity lens to develop the plan. A critical component in achieving equity is robust and inclusive community engagement. City staff balanced state planning requirements, quantitative data assessments, community lived experiences, and vocal community concerns to build consensus and develop a plan that Council unanimously adopted.

Community input is the foundation of the Housing Action Plan and is woven throughout the goals and strategies. The City's Development and Business Services staff are committed to building relationships with previously unreachable community segments and including them in planning processes. Staff have

established trust with stakeholders by actively listening and following through.

**PREVIOUS COUNCIL ACTIONS:**

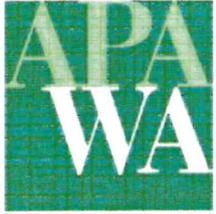
On May 24, 2021, the Lynnwood City Council approved resolution 2021-05 which adopted the Housing Action Plan.

**DEPARTMENT ATTACHMENTS**

Description:

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[2021 Planning Award\\_Housing Action Plan.pdf](#)



2021 Planning Awards

American Planning Association - Washington Chapter  
and the  
Planning Association of Washington

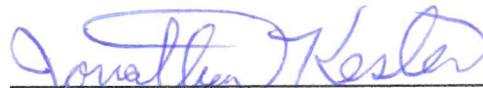
Honoring Outstanding Contributions to the Planning Profession

***Category: Community Involvement***

***Winner: City of Lynnwood, in association with BERK Consulting and MAKERS***

***For: Lynnwood Housing Action Plan***

Awarded this 15<sup>TH</sup> day of November 2021

  
Jonathan Kesler

  
Darby Cowles, AICP

Co-Chairpersons  
APA-WA/PAW Joint Awards Program

**CITY COUNCIL 9.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE:** Budget Calendar for 2022

**DEPARTMENT CONTACT:** Corbitt Loch, Finance

**SUMMARY:**

Annual budget calendar

**PRESENTER:**

Corbitt Loch

**ESTIMATED TIME:**

0

**BACKGROUND:**

The Lynnwood Municipal Code requires Council approval of a budget calendar by January 31 of each year. The attached resolution and calendar is provided for the City Council's consideration.

The City uses a biennial budget. During even-numbered years, the calendar includes the process of preparing and adopting the budget for the subsequent two years.

Most of the dates provided are based upon requirements of State law. For the past three biennial budgets, the City has held two public hearings prior to Council action. The Revised Code of Washington (RCW) is ambiguous regarding the number of hearings that are required and the Municipal Research and Services Center (MRSC) recommends more than one hearing.

As was done for the 2020-2021 Budget, staff recommends conducting the first public hearing in September following the issuance of the Preliminary Proposed Budget. At this stage, revenues by fund are known and departments' budgets are in development. The first public hearing can focus on "higher-level" priorities and thereby guide the preparation of the Mayor's Preliminary Budget to be issued in October. The calendar schedules the second public hearing following departments' presentations to the Council and community, and thereby inform the City Council's deliberation and action.

**SUGGESTED ACTION:**

Approve the draft resolution as written or as amended by the City Council.

**PREVIOUS COUNCIL ACTIONS:**

A budget calendar is adopted each year. This matter was provided to Council as a Memorandum for Future Action within the January 18, 2022 meeting agenda.

**FUNDING:**

NA.

**VISIONS AND PRIORITIES ALIGNMENT:**

Adopting an annual budget calendar promotes transparency and community engagement.

Relevant provisions of the Community Vision:

- The City of Lynnwood will be a regional model for a sustainable, vibrant community with engaged citizens and an accountable government.
- To be a city that is responsive to the wants and needs of our citizens.

Relevant provisions of the Strategic Plan, 2018-2022:

Priority 2. Ensure financial stability and economic success.

Priority 3. Nurture Operational and Organizational Excellence.

**DEPARTMENT ATTACHMENTS**

Description:

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[Res 2022-02 Calendar for 2023-2024 Budget 120821.pdf](#)



**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON,  
ADOPTING THE PLANNING CALENDAR FOR THE 2023-2024  
BUDGET.**

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**WHEREAS**, in accordance with Chapter 35A.34 RCW and Chapter 2.72 LMC, the City has adopted a biennial budget process; and

**WHEREAS**, by January 31<sup>st</sup> of even-numbered years, LMC 2.72.020 calls for the adoption by resolution of a planning calendar for the preparation and adoption of the biennial budget; and

**WHEREAS**, this Resolution complies with Chapter 2.72 LMC and with Washington State Law governing the use of biennial budgets; now therefore

**THE CITY COUNCIL OF THE CITY OF LYNNWOOD DOES RESOLVE AS FOLLOWS:**

**Section 1.**     Adoption of 2022 Planning Calendar the 2023-2024 Biennial Budget

The events and dates specified by Exhibit A to this Resolution shall comprise the 2022 budget planning calendar for the 2023-2024 biennial budget.

**Section 2.**     The City Council shall retain its full authority to modify or amend the planning calendar as the Council deems necessary, and in a manner consistent with applicable law, adopted policies, and standard practices.

This resolution was adopted by the City Council at its public meeting held January 24, 2022.

RESOLVED this \_\_\_\_ day of January 2022.

\_\_\_\_\_  
Christine Frizzell, Mayor

ATTEST/AUTHENTICATED:

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

Exhibit A, Resolution 2022-02

## 2022 Planning Calendar for the 2023-2024 Budget

Date	Budget Process/Step	Note
Jan. 24	Adoption of budget planning calendar per <a href="#">LMC 2.72.020</a> .	City Council Business Meeting
_____	Council Summit: discussion of 5-year strategic priorities and budget priorities for 2023-2024.	City Council Work Session
Feb.-May	As needed: Council discussion of strategic budget priorities, financial forecast, etc.	City Council Work Session(s)
Feb.-May	Outreach to the public, boards and commissions, community partners, and staff regarding budget priorities.	-
Sept. 12	Proposed Preliminary 2023-2024 Budget delivered to City Council per <a href="#">LMC 2.72.030</a> and <a href="#">RCW 35A.34.070</a> . (limited to a general overview of fund revenues and expenditures)	City Council Business Meeting
Sept. 26	First public hearing on 2023-2024 Budget (budget priorities and assumptions).	City Council Business Meeting
Oct. 10	Preliminary 2023-2024 Budget with the Mayor's budget message presented to City Council per <a href="#">LMC 2.72.040</a> and <a href="#">RCW 35A.34.080</a> . Council schedules public hearings per <a href="#">RCW 35A.34.090</a> . Mayor proposes 2023 property tax levy.	City Council Business Meeting
Oct. 17	Department budget presentations.	City Council Work Session
Oct. 19	Department budget presentations.	City Council Work Session
Oct. 24	Department budget presentations.	City Council Business Meeting
Oct. 31	Budget presentations as needed and/or City Council review of preliminary budget.	City Council Work Session
Nov. 7	Budget presentations as needed and/or City Council review of preliminary budget.	City Council Work Session
Nov. 14	Second public hearing on Preliminary 2023-2024 Budget. Public hearing on 2023 property tax levy. City Council review of preliminary budget.	City Council Business Meeting
Nov. 16	City Council review of preliminary budget.	City Council Work Session
Nov. 21	City Council review of preliminary budget. Adoption of 2023-2024 Budget. Adoption of 2023 property tax levy.	City Council Special Meeting Business
Nov. 28	Provisional, if needed.	City Council Business Meeting
Dec. →	Publish adopted budget book. Adopted budget transmitted to the state auditor and AWC per <a href="#">LMC 2.72.060</a> and <a href="#">RCW 35A.34.120</a> .	

Note: The City Council Finance Committee may review and provide guidance on portions or aspects of draft budget materials. Meetings of the Finance Committee are open to the public.

For planning purposes and subject to change.

**CITY COUNCIL 9.B**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

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**TITLE: Consultant Contract: 196th St & 52nd Ave Sewer Capacity project design**

**DEPARTMENT CONTACT: Bill Franz, Public Works**

**SUMMARY:**

The purpose of this agenda item is to authorize the execution of a contract with BHC Consultants, LLC for the design of the 196th St & 52nd Ave Sewer Capacity project.

**PRESENTER:**

Bill Franz, Public Works Director

**ESTIMATED TIME:**

0

**BACKGROUND:**

Frequent events of surcharge overflows have been observed during peak storm events at Sanitary sewer manhole (SSMH) 5-125 located in the intersection of 196th St SW and 52nd Ave W.

A previous study of the sewer overflow issue was prepared and a design to resolve the issue has been determined. The proposed design will intercept the sewer flow upstream of the problematic sewer manhole (SSMH 5-125) and reroute the flows to Lift Station 16 by way of a new sewer main to be installed within City Right-of-Way along 193rd PI SW. The proposed sewer improvement will intercept the sewer flow and therefore reduce the flow reaching the problem location of SSMH 5-125 as well as reduce the flow to Lift Station 10, located just south of the Sound Transit Light Rail Station. This proposed project will provide a full basin reroute to redirect flows from Lift Station 10 to Lift Station 16. Reducing the flow to Lift Station 10 has been determined to be an important step to lengthening the life of Lift Station 10 considering the extra demands and capacity needs anticipated by future developments in the City Center which lies in the boundary of the Lift Station 10 basin.

**SUGGESTED ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City, a contract with BHC Consultants, LLC for engineering services in an amount not to exceed a total contract value of \$172,227.00 which includes a 10% management reserve. Sale taxes do not apply.

**FUNDING:**

Utility Fund 412

**VISIONS AND PRIORITIES 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's infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision.

This project has been also identified in the City's Sanitary Sewer Comprehensive Plan.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL 9.C**

**CITY OF LYNNWOOD  
CITY COUNCIL**

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**TITLE: Maintenance Agreement: with WSDOT regarding the 196th St SW (SR-524) Improvement project**

**DEPARTMENT CONTACT: Bill Franz, Public Works**

**SUMMARY:**

The purpose of this agenda item is to enter into a Maintenance Agreement with the Washington State Department of Transportation to define the City's role in the maintenance of improvements installed during the 196th St SW (SR-524) Improvement Project.

**PRESENTER:**

Bill Franz, Public Works Director

**ESTIMATED TIME:**

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**BACKGROUND:**

The 196th St SW Improvement Project project will improve 196th St SW from 37th Ave W to 48th Ave W by providing additional multi-modal capacity, safety and aesthetic boulevard features to support the future growth anticipated for the City Center. Capacity improvements include increasing the roadway section to seven lanes to accommodate installation of Business Access and Transit (BAT) lanes in each direction. The project also includes a planted center median/left turn/U-turn, new curb, gutter, wider sidewalks (including buffer), landscaping, hardscaping, undergrounding of overhead overhead utilities into a Joint Utility Trench, street lighting, new traffic signals, replacement of much of the city's water, sewer, and stormwater utilities within the roadway, and an overlay of the existing pavement. Construction began in February 2021 and is anticipated to be completed by mid-2023.

Since 196th St SW is a state route (SR-524), WSDOT is responsible for the costs associated with maintenance and paving of the street except for additional improvements made to meet City Standards. WSDOT does not maintain certain decorative features on state routes such as concrete crosswalks, medians, bollards, pedestrian poles, and decorative lighting/signal poles.

This agreement outlines the City's maintenance responsibilities pertaining to improvements to meet City Standards installed during the 196th St SW (SR-524) Improvement Project.

**SUGGESTED ACTION:**

Authorize the Mayor to enter into and execute on behalf of the City a Government Contract (GMB 1171) with the Washington State Department of Transportation to define the City's

responsibilities for the maintenance of improvements installed in the WSDOT controlled areas of the 196th St SW Improvement Project.

**PREVIOUS COUNCIL ACTIONS:**

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

**FUNDING:**

The following is a summary of the project’s construction expenses and revenues of \$37,607,781 spanning two City budget biennia, 2021/2022 and 2023/2024. The current proposed 2021/2022 biennium capital project budget allocates \$9.8M for the 196th St SW project. In addition to this allocation, staff anticipates that an additional \$9.3M will need to be allocated in the 2023/2024 budget to complete construction.

196th St SW Project Construction Expenses/Revenues:

Expenses:

\$27,910,930	Construction Low Bid
\$ 6,865,758	Construction Management
<u>\$ 2,831,093</u>	Contingencies (includes permits and miscellaneous)
\$37,607,781	

Revenues:

\$ 9,800,000	2021/22 Proposed budget City Revenue
\$ 9,262,695	2023/24 Future Biennium City Revenue
\$17,245,086	State/Federal Grants
\$ 800,000	WSDOT Paving Funds
<u>\$ 500,000</u>	Mitigation Funds (reimbursement for Precision Tune property soil remediation)
\$37,607,781	

**VISIONS AND PRIORITIES ALIGNMENT:**

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

The 196th St SW Improvement Project supports that vision and results in an important improvement to the City’s infrastructure that links City of Lynnwood programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The project is a supporting capital project that is listed specifically in the City of Lynnwood 6 Year Transportation Improvement Plan (TIP) and Capital Facilities Plan (ST2003068A). Furthermore, this project meets the goal of providing necessary street capacity in support of the City Center expansion and future Lynnwood growth.

**DEPARTMENT ATTACHMENTS**

Description:

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**GMB 1171  
MAINTENANCE AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF LYNNWOOD**

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This Maintenance Agreement (“Agreement”) is made and entered into between the Washington State Department of Transportation (“WSDOT”) and the City of Lynnwood, Washington (“City”) collectively the “Parties” and individually the “Party.”

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**RECITALS**

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1. The City will construct the SR 524 (196<sup>th</sup> St SW) Widening and Improvements Project (the “Project”) by adding two lanes (one westbound and one eastbound), building wider sidewalks and making other improvements from SR 524 at 48<sup>th</sup> Ave W to SR 524 at MP 5.20. The approximate Project area is shown in Exhibit A as the “Maintenance Area.” The Maintenance Area includes both Managed Access right-of-way and Limited Access right-of-way, as depicted on Exhibit B.
  2. For purposes of this Agreement, construction done in accordance with WSDOT’s *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, and amendments thereto (“*Standard Specifications M 41-10*”) is defined as “standard” and construction not done in accordance with *Standard Specifications M 41-10* is defined as “nonstandard.”
  3. Standard and nonstandard Project work in the SR 524 Managed Access right of way includes but is not limited to decorative crosswalks, medians and decorative bollards (the “Managed Access Facilities”). Standard and Nonstandard Project work in the SR 524 Limited Access right of way includes but is not limited to decorative crosswalks, medians, decorative bollards, light poles, decorative sidewalks, landscaping, and the nonstandard signal pole at 36<sup>th</sup> Ave W (the “Limited Access Facilities”).
  4. WSDOT permitted the Project work in SR 524 right of way pursuant to Construction Agreement GCB 3287.
  5. The City has committed to perform maintenance of the Managed Access Facilities and the Limited Access Facilities resulting from the Project, collectively the “Facilities” and individually a “Facility,” in the Maintenance Area pursuant to the terms as set forth in this Agreement.

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NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

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**1. CITY MAINTENANCE RESPONSIBILITIES**

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- 1.1 The City shall, at its sole cost and expense, perform all maintenance of the Project’s Facilities in the SR 524 right of way within the Maintenance Area as shown in Exhibit A and as further specified in this Agreement.
  - 1.2 In the event of damage to any Facility caused by accidents, vandalism, adverse weather and/or unanticipated forces or actions, the City shall, at its sole cost and expense, repair or if necessary, replace the damaged Facility in order to restore it to a safe and functional condition.

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2 1.3 In the event of deterioration of any Facility, the City shall, at its sole cost and expense, repair or if  
3 necessary, replace the deteriorated Facility in order to restore it to a safe and functional condition.  
4  
5 1.4 If WSDOT paves any portion of the SR 524 right of way within the Maintenance Area, the City shall  
6 reimburse WSDOT for all direct and related indirect costs of planning (smoothing and levelling) the  
7 asphalt concrete adjacent to any Facility. Such reimbursement shall be governed by Section 5 of this  
8 Agreement.  
9  
10 1.5 The City shall manage any obstructions in the Maintenance Area shown in Exhibit A, including but not  
11 limited to natural and/or man-made obstructions, to ensure they do not cause damage to the SR 524 right  
12 of way or interfere with the function of the SR 524 right of way.  
13

14 **2. DEFICIENT MAINTENANCE**

- 15  
16 2.1 In the event the City does not perform necessary maintenance of any of the Facilities, WSDOT shall  
17 notify the City of the deficiency in writing. The City agrees to correct the noted deficiency within thirty  
18 (30) calendar days of receipt of notice. If the City cannot, with due diligence, correct the deficiency  
19 within a period of thirty (30) calendar days from receipt of notice, the City may make a written request of  
20 WSDOT for an extension of time, and WSDOT shall respond in writing and either grant an extension or  
21 deny the request. WSDOT shall not, without good cause, deny such request.  
22  
23 2.2 If the City does not correct the deficiency within thirty (30) calendar days from receipt of notice, or  
24 within the approved extension of time, if any, WSDOT, in its reasonable discretion, may perform the  
25 work to correct the deficiency. Such work may be accomplished by WSDOT personnel or its authorized  
26 contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in  
27 accordance with Section 5.  
28

29 **3. EMERGENCY MAINTENANCE**

- 30  
31 3.1 In the event of an emergency in which there is damage to a Facility or likely to be imminent damage to a  
32 Facility, which damage poses an immediate threat to general public safety, the City shall immediately  
33 perform emergency maintenance and/or repair to rectify the problem.  
34  
35 3.2 In the event WSDOT identifies a problem with a Facility that impacts the SR 524 right of way in the  
36 Maintenance Area warranting emergency maintenance and/or repair, WSDOT shall notify the City and  
37 request that the City address the problem. Upon receipt of notification from WSDOT, with email being  
38 an acceptable method of notification, the City agrees to perform the requested emergency maintenance  
39 and/or repair within one (1) day unless otherwise agreed upon by WSDOT.  
40  
41 3.3 If the City is not available to perform the emergency maintenance and/or repair work to address the  
42 identified problem, WSDOT reserves the right to perform the emergency work. Such emergency work  
43 may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse  
44 WSDOT for its actual direct and related indirect costs in accordance with Section 5.  
45

46 **4. REMOVAL OR REPLACEMENT OF FACILITY**

- 47  
48 4.1 If WSDOT has a project in the SR 524 right of way that necessitates removal and/or replacement of a  
49 Facility from the City's Project then WSDOT may remove and/or replace that Facility for the benefit of  
50 WSDOT's project. WSDOT shall notify the City of the removal and/or replacement. In the event

1 WSDOT removes but not does not replace a Facility from the City's Project then the City shall no longer  
2 have responsibility for that Facility under this Agreement.  
3

4 4.2 If any of the Limited Access Facilities constructed by the City's Project is mandated by law to be  
5 removed and/or replaced, WSDOT shall notify the City of this mandate in writing, which may include  
6 email. The City shall, at its sole cost and expense, remove and/or replace the affected Facility in the SR  
7 524 Limited Access right of way within the time specified by the legal mandate or within sixty (60)  
8 calendar days from the day of WSDOT's written notification to the City, whichever is sooner. Any  
9 Facility permanently removed by legal mandate shall no longer be subject to this Agreement. Any  
10 Facility replaced by legal mandate shall be maintained by the City pursuant to this Agreement unless the  
11 replacement meets WSDOT's *Standard Specifications M 41-10*.  
12

13 4.3 If the City removes a Facility pursuant to a Construction Agreement for work in the SR 524 right of way,  
14 then that Facility shall no longer be subject to this Agreement. Any replacement Facility in the SR 524  
15 right of way shall be maintained by the City pursuant to this Agreement.  
16

17 **5. PAYMENT**  
18

19 5.1 In the event WSDOT or its contractor performs any maintenance and/or repair work authorized by this  
20 Agreement, WSDOT shall invoice the City for the actual direct and related indirect costs associated with  
21 the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make  
22 payment within thirty (30) calendar days. All sums due from the City to WSDOT and not paid within  
23 thirty (30) calendar days of the date of an undisputed invoice shall bear interest at the rate of twelve  
24 percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided  
25 that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder  
26 shall not exceed that amount. Interest shall be calculated from the thirty-first calendar day until the date  
27 paid. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20)  
28 calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute.  
29 WSDOT and the City shall make every effort to settle the disputed portion, and if necessary, utilize  
30 dispute resolution as provided for in Section 8 of this Agreement. No interest shall be due on any portion  
31 of an invoice the City is determined not to owe following settlement between the Parties or completion of  
32 dispute resolution process.  
33

34 **6. PARTY REPRESENTATIVES**  
35

36 6.1 Unless otherwise provided in this Agreement, (1) all contact made pursuant to this Agreement shall  
37 reference GMB 1171 and be directed to the Party representative or designated representative below, and (2) any  
38 notice or demand desired or required to be given under this Agreement in writing shall be personally delivered,  
39 sent by the United States Mail (or with an express courier), postage prepaid, or sent by certified or registered mail.

<b>City of Lynnwood</b>	<b>Washington State Department of Transportation</b>
Jared Bond Public Works Manager – Operations and Maintenance City of Lynnwood 19100 44 <sup>th</sup> Avenue W Lynnwood, WA 98036 Phone: (425) 670-5207 <a href="mailto:JBond@lynnwoodwa.gov">JBond@lynnwoodwa.gov</a>	Mark Renshaw Superintendent Area 3 Maintenance Washington State Department of Transportation 709 North Broadway Everett, WA 98201 Phone: (425) 258-8300 <a href="mailto:RenshaM@wsdot.wa.gov">RenshaM@wsdot.wa.gov</a>

1 6.2 A Party may designate an alternative representative by notifying the other Party in writing, which  
2 includes communication by email.  
3

4 **7. RIGHT OF ENTRY**  
5

6 7.1 WSDOT hereby grants to the City and its authorized agents, contractors, subcontractors, and employees, a  
7 right of entry onto the SR 524 Limited Access right of way for the purpose of performing work authorized  
8 pursuant to this Agreement.  
9

10 7.2 The City hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees,  
11 a right of entry onto the SR 524 Managed Access right of way for the purpose of performing work  
12 authorized pursuant to this Agreement.  
13

14 **8. GENERAL PROVISIONS**  
15

16 8.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties.  
17 Such amendments or modifications shall not be binding unless they are in writing and signed by persons  
18 authorized to bind each of the Parties.  
19

20 8.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of  
21 the execution of this Agreement. The terms of this Agreement shall remain in effect unless otherwise  
22 amended or terminated.  
23

24 8.3 Start of Work: The City agrees that its maintenance and/or repair obligations pursuant to this Agreement  
25 shall start as soon as both this Agreement is executed and any Project Facility has been constructed.  
26

27 8.4 Termination:  
28

29 8.4.1 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement  
30 by those authorized to bind each Party.  
31

32 8.4.2 Either Party may initiate termination of this Agreement, for any reason or no reason, with sixty  
33 (60) calendar days' written notice to the other Party, indicating the reason for the termination.  
34 Within thirty (30) calendar days of the end of the 60-day notice period, the City shall, at its sole  
35 cost and expense, 1) remove all of its nonstandard Facilities connected to the paved "curb-to-  
36 curb" SR 524 Managed Access right of way, 2) remove all of its nonstandard Facilities from the  
37 SR 524 Limited Access right of way and, 3) at WSDOT sole determination replace Facilities  
38 removed with WSDOT standard Facilities; provided, that if WSDOT is the party terminating the  
39 Agreement and WSDOT intends to require the City to replace nonstandard Facilities with  
40 WSDOT standard Facilities, WSDOT's 60-day notice of termination to the City shall inform the  
41 City of this intent, and WSDOT shall work cooperatively with the City to address and resolve any  
42 of the City's concerns regarding the replacement of nonstandard Facilities, prior to the effective  
43 date of WSDOT's termination of the Agreement. The City may make a written request of  
44 WSDOT for an extension of time to remove or replace facilities under this Section 8.4.2, and  
45 WSDOT shall respond in writing and either grant or deny the request. WSDOT shall not, without  
46 good cause, deny the request. If the City fails to remove all of its nonstandard Facilities  
47 described in this Section within the 30-day post-notice period, or within the granted extension of  
48 time, if any, then WSDOT may remove the remaining nonstandard Facilities and invoice the City  
49 for the cost thereof in accordance with Section 5 of this Agreement. Upon completion of the  
50 nonstandard Facilities removal and final payment made by the City to WSDOT, if any is due, this  
51 Agreement shall terminate.

1  
2 8.4.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to  
3 WSDOT or to the City prior to termination.  
4

5 8.5 Indemnification:  
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7 8.5.1 Each Party shall protect, defend, indemnify, and hold harmless the other Party and its employees,  
8 authorized agents, and/or contractors, while acting within the scope of their employment as such,  
9 from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or  
10 property), arising out of, or in any way resulting from, the indemnifying Party's obligations to be  
11 performed pursuant to the provisions of this Agreement. A Party shall not be required to  
12 indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death,  
13 or damages (both to persons and/or property) is caused by the negligence of the other Party;  
14 provided that, if such claims, suits, or actions result from the concurrent negligence of (a)  
15 WSDOT, its employees, authorized agents, or contractors and (b) the City, its employees,  
16 authorized agents and/or contractors, or involves those actions covered by RCW 4.24.115, the  
17 indemnity provisions provided herein shall be valid and enforceable only to the extent of the  
18 negligence of each Party, its employees, authorized agents, and/or contractors.  
19

20 8.5.2 This indemnification shall survive termination of this Agreement.  
21

22 8.6 Disputes: In the event that a dispute arises under this Agreement, the Parties shall resolve the dispute as  
23 follows: WSDOT and the City agree to negotiate in good faith to resolve any issues. Should such  
24 negotiations fail to produce a mutually satisfactory resolution, then WSDOT and the City shall each  
25 appoint a member to a Dispute Board. These two members shall select a third board member not  
26 affiliated with either Party. The three-member Dispute Board shall conduct a non-binding dispute  
27 resolution hearing that shall be informal and unrecorded. At the conclusion of the hearing, the Dispute  
28 Board shall issue a non-binding decision on the resolution of the Parties' dispute. The Parties shall share  
29 equally in the cost of the third Dispute Board member; however, each Party shall be responsible for its  
30 other own costs and fees incurred in the dispute resolution process. An attempt at dispute resolution in  
31 compliance with this process shall be a prerequisite to the filing of any litigation concerning the dispute;  
32 provided, that if the non-binding dispute resolution hearing does not result in a mutually satisfactory  
33 resolution of the dispute, either Party may institute a legal action or proceedings in accordance with  
34 Section 8.7.  
35

36 8.7 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce  
37 any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall  
38 be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely  
39 responsible for payment of its own attorney's fees, witness fees, and costs.  
40

41 8.8 Records and Audit: All records for maintenance, operation and/or repair work done pursuant to this  
42 Agreement shall be held for a period of six (6) years from the date of termination of this Agreement or  
43 any final payment authorized under this Agreement, whichever is later, and the records shall be kept  
44 available for inspection and audit by WSDOT, the City and the Federal government. Each Party shall  
45 have full access to and right to examine said records, during normal business hours and as often as it  
46 deems necessary. Should a Party require copies of any records from the other Party, the requesting Party  
47 agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance  
48 of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation,  
49 appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

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8.9 **Severability:** Should any section, term or provision of this Agreement be determined to be invalid for any reason, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

8.10 **Calendar Day:** Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.

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

<b>City of Lynnwood</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Christine Frizzell Mayor	Morgan Balogh Assistant Regional Administrator Maintenance Operations
<b>Approved as to Form City of Lynnwood</b>	<b>Approved as to Form Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>  12/1/21
Rosemary A. Larson City Attorney	Mark Schumock Assistant Attorney General

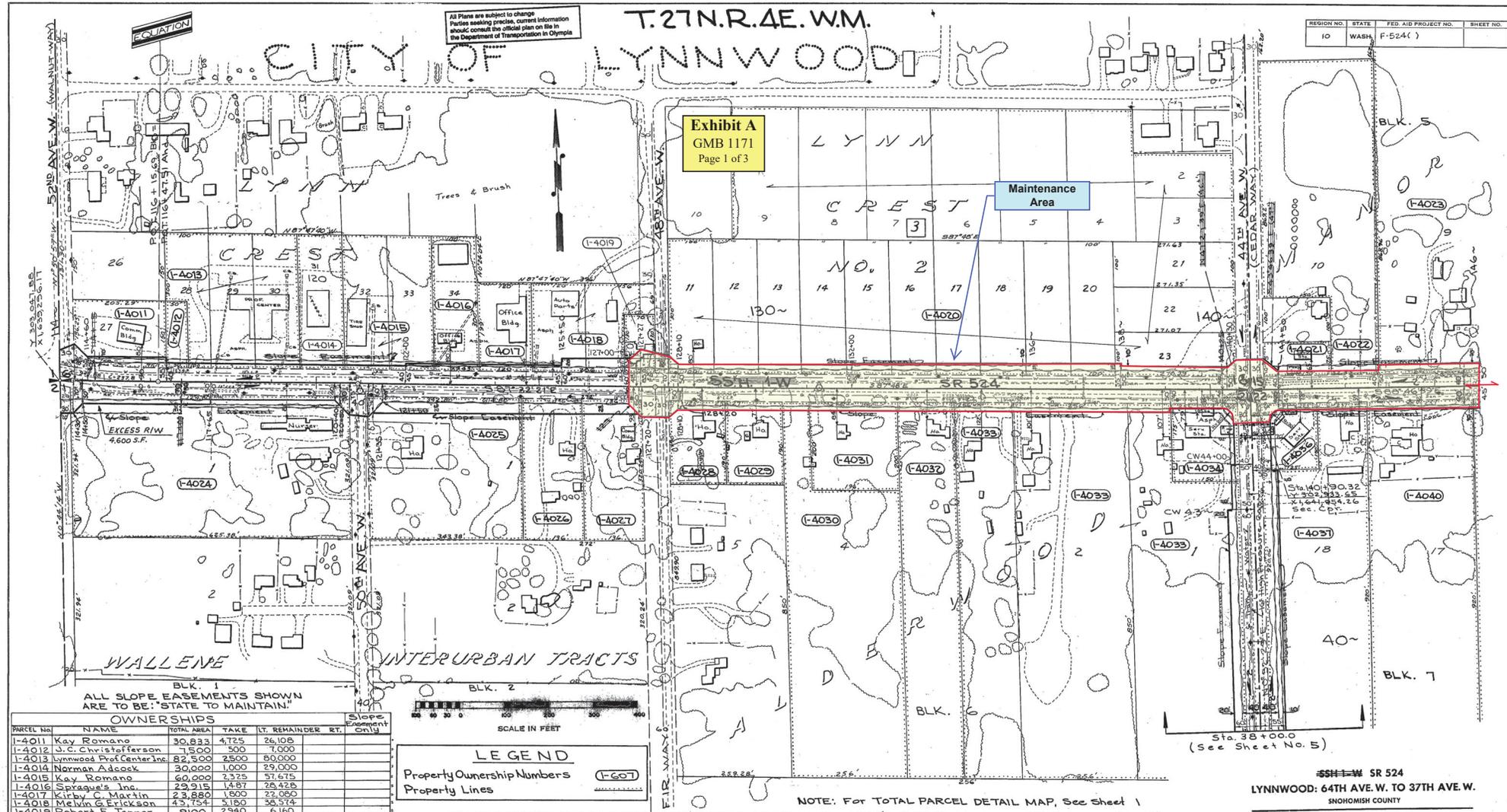
All Plans are subject to change  
 Parties seeking precise, current information  
 should consult the official plan on file in  
 the Department of Transportation in Olympia

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

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

**Exhibit A**  
 GMB 1171  
 Page 1 of 3

Maintenance Area



ALL SLOPE EASEMENTS SHOWN ARE TO BE "STATE TO MAINTAIN"

**LEGEND**  
 Property Ownership Numbers (I-607)  
 Property Lines

PARCEL No.	NAME	TOTAL AREA	TAXE	LT. REMAINDER	RT.	Slope Easement ONLY
I-4011	Kay Romano	30,833	4,725	26,108		
I-4012	J. C. Christie/Tefferson	7,500	500	7,000		
I-4013	Lynnwood Prof.Center, Inc.	82,500	2,500	80,000		
I-4014	Norman Adcock	30,000	1,000	29,000		
I-4015	Kay Romano	60,000	2,325	57,675		
I-4016	Sprague's, Inc.	29,915	1,487	28,428		
I-4017	Kirby C. Martin	23,880	1,600	22,080		
I-4018	Melvin G. Erickson	43,754	3,150	36,374		
I-4019	Robert E. Tanner	9,100	2,910	6,190		
I-4020	Nenna Beaumont/etal	74,256	28,825	71,371		
I-4021	N.B. of C. of Seattle	11,250	1,980	9,270		
I-4022	Highline Savings/Loan Assn.	153,559	1,026	152,533		
I-4023	Leon Hamilton/Taxest	218,079	5,070	210,059		
I-4024	James Henry Osborn	200,980	16,700	184,280		
I-4025	A. Ellsworth Wilcox	110,026	10,365	99,131		
I-4026	Laurice L. Larson	43,566	4,050	39,486		
I-4027	John Neson	43,566	4,135	39,431		
I-4028	Erwin B. Buxton	23,750	2,700	21,050		
I-4029	Octavius Walter Banton	25,000	2,626	22,374		
I-4030	Kirby C. Martin	178,600	1,200	177,200		
I-4031	Earle W. Stevens et al	39,200	3,910	35,290		
I-4032	Eric W. Luttrupp	108,800	2,560	106,240		

PARCEL No.	NAME	TOTAL AREA	TAXE	LT. REMAINDER	RT.	Slope Easement ONLY
I-4033	Aqua Acres Prop. Inc.	11,629 Ac.	0.656 Ac.	11,034 Ac.		
I-4034	Seattle First Nat. Bank	26,250	3,250	23,020		
I-4035	Harold V. Walton	214,855	6,800	208,055		
I-4036	Stafos, Inc.	18,150	4,655	14,095		
I-4037	Blanche Brechner	193,390	28,280	165,710		
I-4038	Julius Beck	222,769	3,800	218,929		
I-4039	John Cooper	222,390	3,800	218,590		
I-4040	Herman James Wickers	218,040	3,555	214,485		

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

NOTE: For TOTAL PARCEL DETAIL MAP, See Sheet 1  
 100'± ± 100' ± = Bearings and distances as taken from Title Reports, County Assessor's Maps or Subdivision Plat Maps.

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

Letter 12-26-18	12-19	Revised R/W & noted excess R/W on Rt. Sta. 114+00 to Sta. 114+00	RLS
Letter 12-15-18	12-14	For Slope on Rt. Sta. 114+00 to Sta. 114+00	RLS
Letter 12-15-18	12-28-18	Row Revised Easements Deleted in Bl. Sh. 10-10-18 to 10-10-18	RLS
AUTHORITY DATE		SUBSEQUENT APPROVAL	BY

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

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

WASHINGTON STATE HIGHWAY COMMISSION  
 DEPARTMENT OF HIGHWAYS  
 OLYMPIA, WASHINGTON

G. EARL CHAMBERLAIN  
 DIRECTOR OF HIGHWAYS

E. C. HUBERT  
 A. L. HANCOCK

APPROVED Sept. 25, 1965

SHEET 4 OF 5

DRAWER 44 SEQUENCE 1

R/W SR 524/18

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

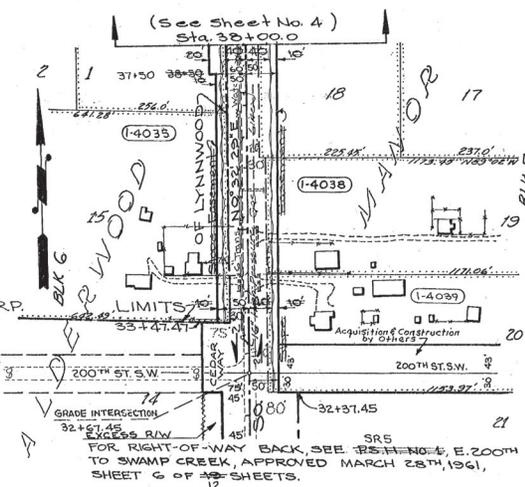
FOR RIGHT-OF-WAY AHEAD, SEE SHEET 5  
E.200TH TO SWAMP CREEK, APPROVED  
MARCH 28TH, 1961, SHEET 6 OF 12 SHEETS.

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10	WASH.	F-524(1)	

NOTE: ALL AREAS ARE IN 50. FT. EXCEPT WHERE STATED OTHERWISE.

PARCEL No.	NAME	TOTAL AREA	TAKE	LT. REMINDER	RT.	Easement
1-4023	(See Sheet 4 for Ownerships)					
1-4041	J. Everett Poole	218,019	5,405	212,614		
1-4042	Jerald E. Kinney	108,553	3,025	105,528		
1-4043	Met. Fed. Savings Loan Assn.	109,406	2,740	106,666		
1-4044	Ole J. Storkas	25,557	1,910	23,647		
1-4045	Harry M. Gathens	32,887	5,525	27,362		
1-4046	Enid Walters	65,433	5,050	60,383		
1-4047	Frederick E. Dick	109,048	2,080	106,968		
1-4048	James F. Ward Jr.	6,150	"	Used		
1-4049	Orville Cohen et al.	404,326	"	"		
1-4050	Fook Woh Mar	21,600	"	"		
1-4051	Ethel Roberts	16,800	3,560	13,240		
1-4052	J.J. Schaner	32,827	11,440	21,387		
1-4053	Robert A. Johnson	133,400	2,115	131,285		
1-4054	Gladys Martin	84,640	1,380	83,260		
1-4055	Geraldine F. Whiting	218,040	6,178	211,862		
1-4056	Bart Otter	218,040	6,260	211,780		
1-4057	E. A. Eschrich	282,947	7,531	275,416		
1-4058	Olaf Langstrom	124,694	5,330	119,364		
1-4059	Bernice V. Carlson	113,508	5,033	108,475		
1-4060	Ephraim Luck	101,097	3,510	97,587		
1-4061	Clarence C. Sievert	92,506	3,600	88,906		
1-16786	LCTR, L.L.C.	2,144,194	"	"	221	
1-16787	MAYO, ET. AL.	9,583	615	8,968	251	
1-16788	GIEGENICH SEATTLE ASSOC.	501,811	0	499,347	812 ** 504	
1-16789	QUANTUM VENTURES, L.L.C.	40,975	0	40,975	930 ** 221	
1-16790	EDMONDS SCHOOL DISTRICT # 15	169,884	"	"	2,200 ** 2,570	

- ◆ TOTAL AREA FROM ASSESSOR'S RECORDS
- ◆ TEMPORARY CONSTRUCTION EASEMENT
- ◆ SLOPE EASEMENT
- INCLUDES AREA SHOWN ON SR5, ALDERWOOD MANOR INTERCHANGE, SHEET 2 OF 4 SHEETS, APPROVED APRIL 7, 1995



FOR RIGHT-OF-WAY BACK, SEE SHEET NO. 6, E.200TH TO SWAMP CREEK, APPROVED MARCH 28TH, 1961, SHEET 6 OF 12 SHEETS.

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

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

**Exhibit A**  
GMB 1171  
Page 2 of 3

Maintenance Area

Please see next plan: SR 5, Alderwood Manor Interchange, sheet 2

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

**LEGEND**  
Property Ownership Numbers  
Property Lines

SCALE IN FEET  
0 100 200

Letter	Date	Description	Initials
Letter 7-9-15	7-24-15	Added Easement for Relinquishment on Rt. Vic. Sta. Bk. 160-79, ICN 1-31-06043, Added Ownership Verification Note.	BHB
Letter 2-8-00	3-31-00	Revised R/W on L.L. Sta. 159-51.22 to 160-30, Added slope easement on R.L. Sta. 159-87.19 to 159+05, Sta. 159-35 to 159+62, Sta. 160-73 to 160-90 and on L.L. Sta. 159-45 to 160+43.86; Added R/W on L.L. Sta. 159-29 to 159+35, Sta. 159+62 to 160+79 and on L.L. Sta. 159-00 to 159+34.4, Sta. 159-60 to 159+35.34, Sta. 159+25 to 159+45, and Sta. 160-15.90 to 160+20.00 and parcel 160-78 to 160-79	SHEP
Letter 2-13-95	4-7-95	Superseded Plan Sta. 160-90 to 162-00	HEP
Letter 3-1-88	3-18-88	Rev. R/W of Notes excess R/W on L.L. Sta. 161-02 to 162+37.45; Rev. V. Ref. note.	DOYD
Letter 10-4-82	11-29-82	Rev. R/W of Notes excess R/W on L.L. Sta. 161-02 to 162+37.45; added turnback line on NB Line.	DOYD
Letter 3-4-81	3-21-81	Added Relinquishment note to A.S. Note.	RLS
Letter 9-18-79	10-12-79	Added grade intersection Cedar Way So. Sta. 82+67.45	RLS
Letter 2-28-67	3-26-67	R/W, Stationing Plan, on L.L. Sta. 161-00 to 162-00	RLS
Letter 3-11-63	3-28-63	Rev. Stationing & Encumbrances Stationing on R.L. Sta. 162+00 to 162+00	RLS
DATE		SUBSEQUENT APPROVAL	BY

NO 38'40" W 630' = Bearings and Distances as taken from T.M. Reports, County Assessors Maps or Subdivision Plat Maps.

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

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

WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASHINGTON

J. M. BARR, JR.  
H. WASH.  
DIRECTOR OF HIGHWAYS

E. C. HENNING  
L. H. KAZDORF

APPROVED Sept. 28, 1965

SHEET 5 OF 5 SHEETS

CS-3147

# T.27N. R.4E. W.M. CITY OF LYNNWOOD

**LIMIT OF PLAN**  
**SR 524 STA. FB 160+90 P.O.T. AHD. =**  
**STA. 160+90 P.O.T. (10' LT.) BK.**  
**MP 5.01**  
 NE 1/4 NW 1/4 SEC. 22

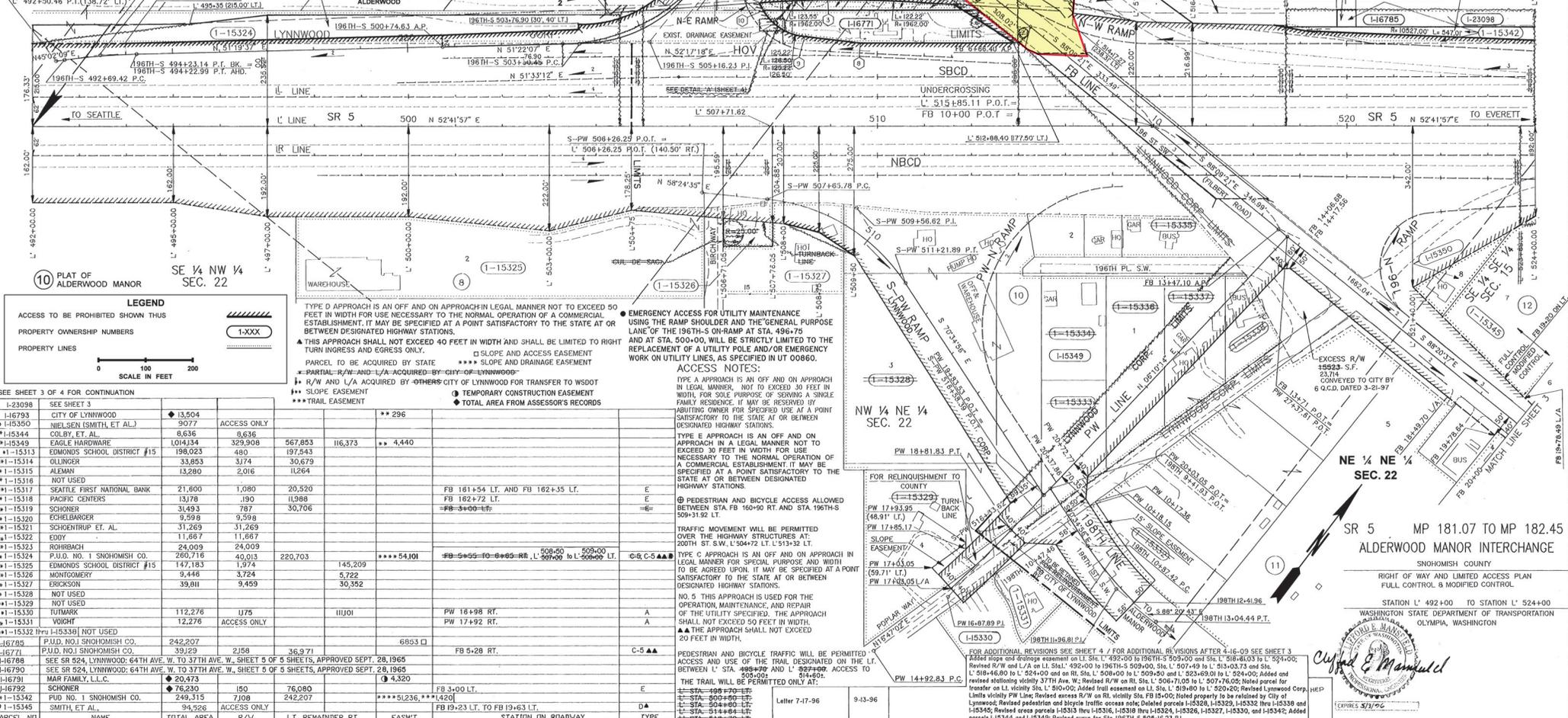
**CURVE DATA**

P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
196TH-S 493+46.36	0°17'28"	1400.00	76.94	153.72
196TH-S 505+16.23	49°49'26"	300	133.33	260.84
196TH 11+96.81	17°45'47"	700.00	109.39	217.02
PW 16+87.89	10°36'48"	2100.00	195.08	389.00
S-PW 509+56.62	51°00'29"	400.00	190.82	356.10

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

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

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



**LEGEND**

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

1-XXX

SEE SHEET 3 OF 4 FOR CONTINUATION

SECTION	OWNER	AREA	ACCESS	REMARKS
L-23098	SEC SHEET 3			
L-16793	CITY OF LYNNWOOD	13,504	ACCESS ONLY	** 296
L-15350	NIELSEN (SMITH, ET AL.)	9077		
L-15344	COLBY ET AL.	8,636		
L-15349	ENGLER HARDWARE	1,041,324	329,208	567,853 116,373 ** 4,440
L-15313	EDMONDS SCHOOL DISTRICT #15	198,023	490	197,543
L-15314	OLINGER	33,853	3,174	30,679
L-15315	ALEMAN	13,280	2,016	11,264
L-15316	NOT USED			
L-15317	SEATTLE FIRST NATIONAL BANK	21,800	1,090	20,710
L-15318	PACIFIC CENTERS	13,178	.90	11,988
L-15319	SCHONER	31,493	787	30,706
L-15320	ECHELBARGER	9,598		
L-15321	SCHREINER ET AL.	31,269		
L-15322	EDDY	11,867		
L-15323	ROHRBACH	24,009	24,009	
L-15324	P.U.D. NO. 1 SNOHOMISH CO.	260,716	40,013	220,703 *** 54,101
L-15325	EDMONDS SCHOOL DISTRICT #15	147,183	1,974	145,209
L-15326	MONTEBAY	9,448		3,724
L-15327	ERICKSON	39,811	9,459	30,352
L-15328	NOT USED			
L-15329	NOT USED			
L-15330	TURNBACK	112,278	1178	111,100
L-15331	VOIGH	12,278	ACCESS ONLY	
L-15332 thru L-15336	NOT USED			
L-16789	P.U.D. NO.1 SNOHOMISH CO.	242,207	2,158	36,971 6853 □
L-16771	P.U.D. NO.1 SNOHOMISH CO.	39,129		
L-16788	SEE SR 524, LYNNWOOD, 64TH AVE. W. TO 37TH AVE. W., SHEET 5 OF 5 SHEETS, APPROVED SEPT. 28, 1965			
L-16790	SEE SR 524, LYNNWOOD, 64TH AVE. W. TO 37TH AVE. W., SHEET 5 OF 5 SHEETS, APPROVED SEPT. 28, 1965			
L-16791	MAR FAMILY, L.L.C.	20,473		(9) 4,320
L-16792	SCHONER	76,230	180	76,080
L-15342	PUD NO. 1 SNOHOMISH CO.	249,315	7,108	242,207
L-15345	SMITH, ET AL.	94,326	ACCESS ONLY	5,722

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT	STATION ON ROADWAY	TYPE

**OWNERSHIPS** ALL AREAS SHOWN IN SQUARE FEET **ACCESS APPROACH SCHEDULE**

Please see preceding plan: SR 524, Lynnwood, 64th Ave. W. to 37th Ave W, sheet 5

**Exhibit A**  
**GMB 1171**  
 Page 3 of 3

**Maintenance Area**

**STATION AND OFFSETS**

STATION	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
1' 907.49 (262.80) LT.	WASH		
1' 907.70 (264.10) LT.			
1' 909.94 (267.83) LT.			
1' 910.97 (268.96) LT.			
1' 912.00 (270.10) LT.			
1' 913.03 (271.23) LT.			
1' 914.06 (272.36) LT.			
1' 915.09 (273.49) LT.			
1' 916.12 (274.62) LT.			
1' 917.15 (275.75) LT.			
1' 918.18 (276.88) LT.			
1' 919.21 (278.01) LT.			
1' 920.24 (279.14) LT.			
1' 921.27 (280.27) LT.			
1' 922.30 (281.40) LT.			
1' 923.33 (282.53) LT.			
1' 924.36 (283.66) LT.			
1' 925.39 (284.79) LT.			
1' 926.42 (285.92) LT.			
1' 927.45 (287.05) LT.			
1' 928.48 (288.18) LT.			
1' 929.51 (289.31) LT.			
1' 930.54 (290.44) LT.			

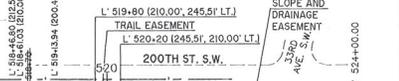
THIS PLAN SUPERSEDES SHEET 7 OF 12 SHEETS OF SR 5, E. 200TH ST. TO SWAMP CREEK, APPROVED MARCH 28, 1961.

**EXHIBIT A**

LIMITED ACCESS ESTABLISHED BY ASSISTANT SECRETARY OF ENVIRONMENTAL AND ENGINEERING SERVICE CENTER FINDINGS AND ORDER ADDED APRIL 3, 1995

FOR ACCESS HEARING PLAN SEE PLAN OF SAME TITLE, APPROVED NOVEMBER 12, 1993

THIS PLAN SUPERSEDES SHEET 5 OF 5 SHEETS OF SR 524, LYNNWOOD, 64TH AVE. W. TO 37TH AVE. W., APPROVED SEPTEMBER 28, 1965



**NE 1/4 NE 1/4 SEC. 22**

**SR 5 MP 181.07 TO MP 182.45**

**ALDERWOOD MANOR INTERCHANGE**

SNOHOMISH COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN FULL CONTROL, B MODIFIED CONTROL

STATION L' 492+00 TO STATION L' 524+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION OLYMPIA, WASHINGTON

*Clifford G. Mammuel*

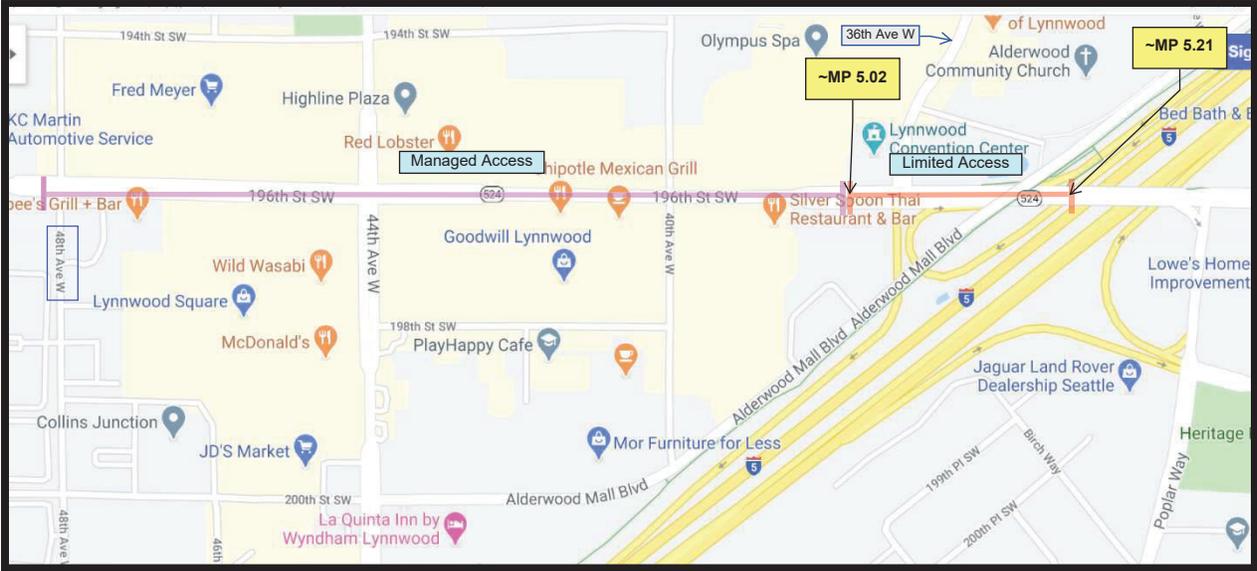
REGISTERED PROFESSIONAL ENGINEER

NOV 20 1995

HEP BY ACTING STATE DESIGN ENGINEER APPROVED APRIL 7, 1995

DATE SHEET 2 OF 4 SHEETS

**Exhibit B** GMB 1171 Page 1 of 1



**CITY COUNCIL 9.D**

**CITY OF LYNNWOOD  
CITY COUNCIL**

---

**TITLE: Interlocal Agreement - Expenditure Authorization**

**DEPARTMENT CONTACT: Cathy Robinson, Executive Office**

**SUMMARY:**

Authorize the Police Department to spend up to approximately \$574,000 per year with the City of Kirkland Jail for housing inmates during construction of the new Community Justice Center.

**PRESENTER:**

Cathy Robinson, Procurement & Contacts

**ESTIMATED TIME:**

0

**BACKGROUND:**

During construction of the new Community Justice Center, the Lynnwood Jail is currently not housing inmates. Inmates are being housed at other contracted facilities, primarily the Snohomish County Jail and the South Correction Entity (SCORE) in Des Moines. The City also has a contract in place with the Kirkland Jail for two beds per day.

Kirkland has indicated they have availability to provide additional jail bed capacity for Lynnwood. Kirkland charges the City a flat daily rate of \$131, with no additional fees. Reviewing current rate structures, utilizing the Kirkland Jail avoids additional varying costs based on the type of inmate. Based on current inmate housing numbers, housing inmates at the Kirkland facility would not result in increased costs. The current police department has appropriation for housing inmates with this agreement. SCORE is the furthest from Lynnwood of our currently used housing options.

The original 2 bed usage at Kirkland was not estimated to exceed \$100,000 and did not require council approval. Increasing the bed usage with Kirkland from 2 beds, to up to an estimated 12 beds per day, results in an estimated cost of \$574,000 per year until the Community Justice Center facility is completed. Using the Kirkland Jail facility as the primary housing location, it is anticipated to reduce overall daily housing costs during the construction period, based on current inmate housing numbers.

**SUGGESTED ACTION:**

Authorize the Police Department to spend approximately \$574,000 per year with the City of Kirkland Jail for housing inmates during construction of the new Community Justice Center.

**FUNDING:**

Funding for contracting the housing of inmates during Community Center Construction is included in the Police Department current adopted budget.

**DEPARTMENT ATTACHMENTS**

Description:

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[Procurement Report - Contract 2529\\_Expenditure Authorization.pdf](#)

**Procurement Report**  
**#2529 Interlocal Agreement Kirkland Jail**  
**Services**

---

**Purpose of Contract:**

The Lynnwood Jail is closed during construction of the new Community Justice Center. The City has interlocal agreements established with various governmental entities for inmate housing services. The City of Kirkland Jail facility is one of the governmental facilities.

**Estimated cost:**

Originally the City anticipated using the Kirkland jail facility in a limited capacity of 2 beds, with an estimated annual cost of less than \$100,000, which did not require Council approval. In reviewing the daily cost of all inmate housing facilities options, it was determined the Kirkland Jail at a daily flat rate of \$131, with no additional fees, provided the most advantageous daily housing cost.

Increasing the number of beds at the Kirkland Jail from 2 beds to 8, up to a possible 12, the estimated annual cost under the Kirkland Jail agreement would be \$574,000.

**Advanced Planning:**

Snohomish County and SCORE have additional varying fees in addition to their daily bed cost. The Kirkland Jail facility has a flat daily rate. The Police Department worked with the Kirkland Jail regarding the possibility of increasing the number of inmate housing beds.

**Method of Procurement:**

An interlocal agreement for Kirkland housing inmate services was executed in December 2021.

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

This is a onetime interlocal agreement for inmate housing services.

**Term of Contract:**

The estimated term of the agreement is through December 31, 2024.

**Solicitation:** N/A

**Recommended Action:**

Approve expenditure costs related to the City of Kirkland Jail for inmate housing services up to approximately \$574,000 per year during construction of the new Community Justice Center facility.

**Procurement Officer:** Cathy Robinson, Procurement & Contracts

**Date:** January 12, 2022

**CITY COUNCIL 9.E**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE:** Consultant Contract Amendment

**DEPARTMENT CONTACT:** Cathy Robinson, Executive Office

**SUMMARY:**

Construction Administration services for construction of the new Community Justice Center Construction facility requires a time extension and cost increase.

**PRESENTER:**

Cathy Robinson, Procurement and Contracts

**ESTIMATED TIME:**

0

**BACKGROUND:**

There was a delay in award and starting construction of the new Community Justice Center facility. The delay resulted in a revised overall construction timeline. The City requires construction administration support services during construction and through project closeout.

**SUGGESTED ACTION:**

Authorize the Mayor to execute Contract Amendment 7 with Mackenzie Engineering, Inc., in the amount of \$231,040 and extend the contract term through April 30, 2024.

**PREVIOUS COUNCIL ACTIONS:**

Council approved Phase I of design contract 3111 in September 2019, for \$1,072,000. Six amendments have since been authorized. Those amendments include fire flow testing, adding Phase II and III design and construction administration, mezzanine design, special task group, design modifications and an ADA gender neutral restroom, bringing the current contract cost to \$5,928,370.

**FUNDING:**

Funding for this project is included in the Community Justice Center project budget.

**DEPARTMENT ATTACHMENTS**

Description:

---

[Procurement Report - Contract 3111\\_Amendment 7\\_Final.pdf](#)

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

---

**Purpose of Contract:**

There was a delay in award and starting construction on the new Community Justice Center facility. This delay requires a cost increase and contract term extension for construction administration services.

**Estimated cost:**

The cost for extending the contract administration services under the design contract is \$231,040. The total contract amount increases from \$5,928,370 to \$6,159,410.

**Advanced Planning:**

Deputy Chief Steichen and the Consultant have worked together on the new construction timeline and additional construction administration services associated to the new timeline.

**Method of Procurement:**

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

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

This is a one-time consultant service contract.

**Term of Contract:**

The estimated completion date, through construction and project close out, is extended to April 30, 2024.

**Solicitation:** N/A

**Recommended Action:**

Approve contract amendment #7 with Mackenzie Engineering, Inc., in the amount of \$231,040 and extend the contract term to April 30, 2024.

**Procurement Officer:** Cathy Robinson, Procurement & Contracts

**Date:** January 12, 2022

**CITY COUNCIL 9.F**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE: Voucher Approval**

**DEPARTMENT CONTACT: Michelle Meyer, Finance**

**SUMMARY:**

Voucher Approval

**ESTIMATED TIME:**

0

**SUGGESTED ACTION:**

Approve claims in the amount of \$1,954,721.94 for the period 01/01/22 through 01/13/22.  
Approve payroll in the amount of \$1,255,171.47 dated 01/14/22.

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL 10.A**  
**CITY OF LYNNWOOD**  
**CITY COUNCIL**

---

**TITLE: ARPA Funding Suggestions**

**DEPARTMENT CONTACT: Corbitt Loch, Finance**

**SUMMARY:**

Identification of highest-priority suggestions for use of ARPA funds.

**PRESENTER:**

Corbitt Loch

**ESTIMATED TIME:**

15

**BACKGROUND:**

The purpose of this agenda item is to solicit additional information from the City Council regarding its highest-priorities for use of American Rescue Plan Act (ARPA) funds. The information provided here may help the Council consider whether to allocate funds to transportation improvements (next agenda item).

There are presently 90 suggestions for use of Lynnwood's \$10.1 million in remaining ARPA funds. At this stage, staff is seeking direction on which of the 90 suggestions should undergo detailed analysis. This analysis can then be used to make funding decisions in March/April of 2022.

As discussed with the City Council on November 29, 2021, staff has completed an initial ranking of all 90 suggestions. It is now suggested that City Councilmembers individually identify their 10 highest priorities for funding. Department directors are also asked to complete this exercise.

Staff requests that members of the City Council individually identify their "top 10" preferences for use of ARPA funds. See attachment. Results can be reviewed at the January 31, 2022 meeting.

**SUGGESTED ACTION:**

Discuss suggested method to identify the highest-priority options for use of ARPA funds.

**PREVIOUS COUNCIL ACTIONS:**

In October 2021, the City Council allocated \$882,000 of the City's \$10.9 million ARPA funds. This leaves \$10.1 million to be allocated.

On November 29, 2021, the City Council authorized staff to begin a ranking/prioritization process to narrow the number of funding choices. This agenda item is a continuation of that process.

**FUNDING:**

None needed for this prioritization work.

**VISIONS AND PRIORITIES ALIGNMENT:**

Virtually all provisions of the Community Vision and the Strategic Plan, 2018-2026 apply.

**DEPARTMENT ATTACHMENTS**

Description:

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[ARPA Top Ten Tool 011922.pdf](#)

**AMERICAN RESCUE PLAN ACT (ARPA) RANKING OF FUNDING SUGGESTIONS - FOR DISCUSSION PURPOSES**

Identify your "Top 1" priorities by entering "1" in the yellow column for 10 suggestions. Return to Corbitt Loch by Jan. 28, 2022.			
↓	Ranking of suggestions for funding by five City employees - Highest to Lowest Ashley Winchell, Corbitt Loch, Leah Jensen, Marielle Harrington, Nick Barnett 1/10/22	One-time or ongoing	↓ Type or write "1" to ID your 10 Ten
1	Financial assistance with City utilities	One-time	
2	ADA improvements throughout City	Ongoing	
3	VOAA: 1. rental assistance; 2. funding for existing Community Resource Centers; 3. support construction of Lynnwood CRC; 4 childcare & early childhood education #	Ongoing	
4	Domestic Violence Services of Sno. Co.: 1. fund assistance of all types; 2. hotel vouchers, childcare, rental assistance; 3. cleaning supplies #	Ongoing	
5	Grants to local non-profit providers: Lynnwood Food Bank, Nourishing Network/Foundation for Edmonds School District, Homage, etc.	Ongoing	
6	Support to small businesses (offer grants, assist with applications for other agency grants)	One-time	
7	Funds for construction of VOAA community center at Trinity Lutheran #	One-time	
8	ESD: 1. housing assistance; childcare #	Ongoing	
9	Partner with Housing Hope or other housing provider to create low-income housing	One-time	
10	Upgrade courtroom audio/visual and recording equipment for virtual, hybrid hearings	One-time	
11	LETI: 1. vaccine support specialist; 2. health & wellness coordinator; 3. grant specialist; 4. computer instructor; 5. Latino resource navigator #	Ongoing	
12	Funds for outreach and engagement to underserved communities	Ongoing	
13	Financial support for kids, families, & childcare	Ongoing	
14	Renovate Maple Avenue Mini-Park	One-time	
15	Support services related to violence intervention, mental health, substance abuse, etc.	Ongoing	
16	Hand in Hand: rental assistance	?	
17	Financial assistance with rent, mortgage	One-time	
18	1-time support to Hero's Café	One-time	
19	Support Construction pre-Apprenticeship Program (CAP) w/ EdC & ST #	One-time	
20	Street and sidewalk improvements, especially near schools	Ongoing	
21	Chamber of Commerce: shop local campaign	One-time	
22	Scholarship passes to Recreation Center	Ongoing	
23	Financial assistance with non-City utilities	One-time	
24	Widen paths & trails for increased volume & distancing, improve Scriber Creek Trail	Ongoing	
25	Scriber Lake Park Boardwalk #	One-time	

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26	Town Square Park or other new park	One-time	
27	Purple Heart Home Program (ADA upgrades to Vet. Homes) #	Ongoing	
28	Hand Up: single family group home for vets #	One-time	
29	Advance media literacy	Ongoing	
30	Summer camp at South Lynnwood Park	Ongoing	
31	South County Fire's Community Resource Paramedic Program	Ongoing	
32	Human services such as career counseling, childcare, supportive housing, etc. #	Ongoing	
33	Housing and legal support for persons facing eviction	Ongoing	
34	Support for seniors in single family residences & mobile home parks (i.e., home repair)	Ongoing	
35	Fund mental health services, address mental health therapist shortage #	Ongoing	
36	Expand online public records	Ongoing	
37	Increase staffing for human services	Ongoing	
38	Purchase two mowers for parks	One-time	
39	Salary & benefits for staff dedicated to COVID-19 response (manager, accountant, buyer, etc.)	One-time	
40	Unrestricted financial assistance ala Pierce County United Way #	Ongoing	
41	Add embedded social worker(s) to respond to increased need	Ongoing	
42	Expand tree voucher program	Ongoing	
43	Address conservation and climate change	Ongoing	
44	Additional marketing for tourism promotion (DBS)	Ongoing	
45	Reconfigure workspaces for new, return to work scenarios	One-time	
46	Fund housing	Ongoing	
47	Environmental enhancements such as stormwater treatment	Ongoing	
48	Convert drinking fountains to bottle fill type	One-time	
49	Right of way acquisition: 42nd Ave W AMB to Veterans Way	One-time	
50	Increase vaccination rates overall and with vulnerable communities. Incentives?	Ongoing	
51	Fund tiny houses or motel for homeless	Ongoing	
52	Personal protection equipment (PPE) for city staff	One-time	
53	Increase use of technology to create paperless processes	Ongoing	
54	EV charging stations on city property	One-time	

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55	Remodel all of North Administration Building (NAB) for senior & social services #	One-time	
56	Improve ventilation in City Hall and other buildings #	One-time	
57	Visitor information center startup at LPFD #	One-time	
58	New ways to recruit, retain, & retrain staff	?	
59	Removal of invasive species in parks	Ongoing	
60	Hazard pay for essential employees	One-time	
61	Sewer Lift Station #4 North of Homewood Suites near AMP	One-time	
62	Sewer Lift Station #14 East of Embassy Suites near 44th	One-time	
63	Street fair for local businesses	One-time	
64	Implement citywide 311 system: technology & staffing costs (non-emergency communications)	Ongoing	
65	Broadband infrastructure (wi-fi hotspots) in parks/other facilities #	Ongoing	
66	Community events to support recovery	One-time	
67	Street paving: SW 204th east of 76th	One-time	
68	Adult education/family literacy	Ongoing	
69	Revolving loan program for construction of affordable housing	Ongoing	
70	Contaminated soil remediation at LPFD	One-time	
71	Social service navigator(s) #	Ongoing	
72	Subsidize home internet for low-income households (w/o school age children)	Ongoing	
73	Support career training for moms	Ongoing	
74	More support for parks. Parks improve mental health	Ongoing	
75	DBS Business Development Manager	Ongoing	
76	Create Veterans Hub for services & museum	Ongoing	
77	Traffic signal rebuild citywide	One-time	
78	New-hire incentives	?	
79	Increase walking paths	Ongoing	
80	Street paving: SW 183rd east of 67th	One-time	
81	Imagine Children's Museum #	Ongoing	
82	Add picnic shelters	One-time	
83	Public Facility District request for marketing and labor	One-time	

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84	Cybersecurity upgrades	One-time	
85	Citywide password management system	One-time	
86	Fund data analytics training #	Ongoing	
87	Support NGO staff ineligible for financial assistance	Ongoing	
88	Digital asset management	Ongoing	
89	Sewer WWTP Fiber 76th north of OVD	One-time	
90	Day center (like 1990's Worksource)	Ongoing	

**CITY COUNCIL 10.B**

**CITY OF LYNNWOOD  
CITY COUNCIL**

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**TITLE:** City Action Days and Summit Updates

**DEPARTMENT CONTACT:** Lisa Harrison, City Council

**SUMMARY:**

Council to discuss any last minute information regarding city days on the 27th and the Summit on the 29th

**PRESENTER:**

Council President Hurst

**ESTIMATED TIME:**

20

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL 13.A**

**CITY OF LYNNWOOD  
CITY COUNCIL**

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**TITLE:** Executive Session for collective bargaining discussion

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

**SUMMARY:**

Discussion regarding collective bargaining agreement negotiations.

**PRESENTER:**

Director Chinn, Manager Charles

**ESTIMATED TIME:**

15

**SUGGESTED ACTION:**

Discuss collective bargaining negotiations

**DEPARTMENT ATTACHMENTS**

Description:

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**CITY COUNCIL 13.B**

**CITY OF LYNNWOOD  
CITY COUNCIL**

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**TITLE:** Executive Session: Current and Potential Litigation, Legal risks

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

**SUMMARY:**

Receive briefing on current and potential litigation and legal risks before the City

**PRESENTER:**

Karen Fitzthum, City Clerk, Rosemary Larson, City Attorney

**ESTIMATED TIME:**

30

**SUGGESTED ACTION:**

Receive a quarterly briefing on the status of litigation, potential litigation, and legal risks.

**DEPARTMENT ATTACHMENTS**

Description:

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