

LYNNWOOD CITY COUNCIL

Business Meeting

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

Date: Monday, April 12, 2021

Time: 6:00 PM

10 CALL TO ORDER & FLAG SALUTE

20 ROLL CALL

30 APPROVAL OF MINUTES

A March 15, 2021 Work Session Minutes

B March 17, 2021 Work Session Minutes

C March 22, 2021 Business Meeting Minutes

D March 25 2021 Finance Committee Meeting Minutes

E March 29, 2021 Work Session Minutes

40 MESSAGES AND PAPERS FROM THE MAYOR

50 PUBLIC COMMENTS AND COMMUNICATIONS

60 PRESENTATIONS AND PROCLAMATIONS

A Proclamation: Stand Against Racism

B Proclamation: Arbor Day

C Proclamation: Earth Day

70 WRITTEN COMMUNICATIONS AND PETITIONS

80 COUNCIL COMMENTS AND ANNOUNCEMENTS

90 BUSINESS ITEMS AND OTHER MATTERS

90 .1 UNANIMOUS CONSENT AGENDA

A Confirmation Board of Ethics candidate Marcia Hawks

B Construction Agreement: with Ziplly for 196th St SW Project

C Contract Award - South Lynnwood Park Construction

D Contract Award - Heritage Park Water Tower Renovations

E Interlocal Agreement: with Alderwood Water and Wastewater District for 196th St SW Project

F Voucher Approval

90 .2 PUBLIC HEARINGS OR MEETINGS

90 .3 OTHER BUSINESS ITEMS

- A Discussion: City Council Facebook Page
- B Election: Liaison to Alliance for Housing Affordability Board
- C Scheduling Motion: Council Vacancy Interviews
- D Executive Session, Potential Litigation

100 NEW BUSINESS

110 ADJOURNMENT

THE PUBLIC IS INVITED TO ATTEND

Parking and meeting rooms are accessible for persons with disabilities. Individuals requiring reasonable accommodations may request written materials in alternate formats, sign language interpreters, language interpreters, physical accessibility accommodations, or other reasonable accommodations by contacting 425-670-5023 no later than 3pm on Friday before the meeting. Persons who are deaf or hard of hearing may contact the event sponsor through the Washington Relay Service at 7-1-1.

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

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

CITY COUNCIL ITEM 30-A

**CITY OF LYNNWOOD
City Council**

TITLE: March 15, 2021 Work Session Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:	Type:
3.15.21 Minutes	Backup Material

1 **MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL**
2 **HELD MONDAY, MARCH 15, 2021 AT 6:00 p.m. VIA ZOOM**
3
4

A. Roll Call:

Mayor & Council:

Mayor Nicola Smith
Council President George Hurst
Council Vice President Jim Smith
Councilmember Ruth Ross- absent
Councilmember Ian Cotton
Councilmember Christine Frizzell
Councilmember Julieta Altamirano-Crosby
Councilmember Shannon Sessions

Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
Executive Assistant Lisa Harrison

Others Attending:

Parks & Recreation Director Lynn Sordel
Deputy P&R Director Sarah Olson
Misty Burton Burke, Parks and Recreation
Permits Supervisor Christopher Wright
David Kleitsch, DBS Director
Karl Almgren, City Center Program Manager
Building Official - Robert Mathias
Public Works Director Bill Franz
Project Manager Amie Hanson
Engineering Manager David Mach

5
6 **B. Comments and Questions on Memo Items**

7 None

8 **C. Interview: Human Services Commission Applicant Christine Thomas (2:00)**

9 Parks & Recreation Director Lynn Sordel introduced Christine, who shared her background and
10 interest in joining the commission.

11 Council members asked questions and thanked her for her interest.

12 **D. Briefing: City Center Update and Development Standards (14:00)**

13 DBS Director David Kleitsch and City Center Program Manager Karl Almgren shared new
14 learnings and follow-ups from the February 1st meeting including the massing study model for
15 2044. The plan includes meeting the needs for traffic mitigation as development progresses.

16 Council members asked questions and made comments.

17 **E. Discussion: Special Event Permitting (56:00)**

18 Misty Burton Burke of Parks and recreation, Deputy director Sarah Olson and Permits Supervisor
19 Christopher Wright informed the council that they will be contracting a study to determine the
20 best way to structure special events permitting fees for temporary/short-term events versus
21 larger special events to better serve the community.
22

23 **F. Break (1:30:00)**
24

25 **G. Briefing No. 2: Transportation, Pavement Preservation Program (1:38:00)**

26 Public Works Director Bill Franz, Project Manager Amie Hanson and Engineering Manager David
27 Mach explained the wear and tear on roads over time and various methods of repair used by
28 the city. They reviewed the paving program, costs and what is at stake. Council members asked
29 questions and made comments.

30 *Motion made by councilmember Frizzell, seconded by councilmember Sessions, to extend the*
31 *meeting through the end of the agenda. Motion passed unanimously (2:55:00).*
32

33 **H. Mayor Comments and Questions (3:01:00)**

34 Mayor Smith announced that vaccination availability is slow but growing, with 1,000 doses
35 delivered that day to the Boeing site. She urged everyone to check with their health care
36 providers and the vaccination sites to see when they are eligible for the vaccine.

37 **I. Council President and Council Comments**

38 Council members shared various messages. A request was made for an executive session to be
39 held immediately prior to the March 29th meeting regarding possible litigation.

40 **Executive Session**

- 41 • None

42
43 The meeting was adjourned at 9:09 p.m.

44
45
46
47

Nicola Smith, Mayor

CITY COUNCIL ITEM 30-B

**CITY OF LYNNWOOD
City Council**

TITLE: March 17, 2021 Work Session Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:	Type:
March 17, 2021 Work Session Minutes	Backup Material

1 **MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL**
2 **HELD MONDAY, MARCH 17, 2021 AT 6:00 p.m. VIA ZOOM**
3
4

5 **Attendance:**

6 Mayor Nicola Smith Council Member Ruth Ross
7 Council President George Hurst Council Member Shannon Sessions
8 Council Vice President Jim Smith Acting City Clerk Karen Fitzthum
9 Council Member Julieta Altamirano-Crosby Executive Assistant Lisa Harrison
10 Council Member Ian Cotton
11 Council Member Frizzell
12

13 **Others:**

Business Attendees

Savory Spice- Alisa Inouye Bindi Yoga studio- Susan Rennert
Chamber of Commerce- Linda Jones Taqueria Puebla - Adrian Ramirez
Anna's Home Furnishings- Phong Nguyen Best Lynnwood Inn - Yun Song
Clean and Simple Cleaning- Stacie Sutton Around the Table Game Pub - Nick Coehlo
Moonshine BBQ - Tom Sprague Las Americas Business Center - Rosario Reyes
Lynnwood Grocery Outlet - Colleen
Studioso

14
15
16 **Summary:** The Lynnwood City Council has been discussing for several months what we, as a city, can
17 do to assist local businesses in recovering after the pandemic. As a council, we understand that in
18 order to accomplish these partnerships we need to help create an environment that not only allows
19 businesses opportunities for growth, but we also need to provide businesses opportunities to thrive. 11
20 businesses attended the roundtable discussion with city council and the mayor.
21

22 **Business Roundtable Discussion**

- 23 • Mayor Smith explained the process for being heard in the zoom forum.
24 • Mayor Smith moderated answers and comments focusing on the following questions.
25 1. Describe your best and your worst experience with the City of Lynnwood regarding the
26 operation of your business.
27 2. What are the top three concerns for your business?
28 3. What impact has the pandemic had on your business?
29 4. What can the City do to help businesses in Lynnwood recover quickly?
30 • Discussion and wrap up. The mayor and council president thanked the businesses for their input
31 and asked them to keep in touch.
32

33 **Adjournment:**

- 34 • Meeting was adjourned at 7:58 pm.
35
36
37

38 _____
Nicola Smith, Mayor

CITY COUNCIL ITEM 30-C

**CITY OF LYNNWOOD
City Clerk**

TITLE: March 22, 2021 Business Meeting Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:	Type:
March 22 Business meeting minutes	Backup Material

CITY OF LYNNWOOD
CITY COUNCIL BUSINESS MEETING MINUTES
March 22, 2021

1
2
3 10. CALL TO ORDER - The March 22, 2021 Business Meeting of the Lynnwood City Council,
4 held via Zoom, was called to order by Mayor Smith at 6:00 p.m. A quorum was present.

5
6 20. ROLL CALL

Mayor & Council:

Mayor Nicola Smith
Council President George Hurst
Council Vice President Jim Smith
Councilmember Julieta Altamirano-Crosby
Councilmember Ian Cotton
Councilmember Christine Frizzell
Councilmember Ruth Ross
Councilmember Shannon Sessions

Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
City Attorney Rosemary Larson
Executive Assistant Lisa Harrison

Others Attending:

Acting Finance Director Corbitt Loch
Communications Manager Julie Moore
Parks & Recreation Director Lynn Sordel
Deputy P&R Director Sarah Olson
Project Manager Monica Thompson
Police Chief Jim Nelson
Deputy Police Chief Chuck Steichen
Building Official Robert Mathias
Connie Galer
Scott Dilworth

Guests:

Katie Curtis, Snohomish Co Public Health Dist.
Christine Thomas, Human Service Comm.
Candidate

7
8
9 30. APPROVAL OF MINUTES (1:00)

Motion made by Council Member Altamirano-Crosby, seconded by Council Member Frizzell, to approve the minutes of:

12 *A. February 25, 2021 Finance Committee Meeting Minutes*

13 *B. March 01, 2021 Work Session Minutes*

14 *C. March 08, 2021 Business Meeting Minutes*

15 *The above minutes were approved unanimously as written.*

16
17 40. MESSAGES AND PAPERS FROM THE MAYOR (2:00)

18 Mayor Smith stated that March 22 is the 7th anniversary of the Oso landslides and asked
19 residents to reflect on that disaster and the many first responders who risked their lives on
20 that day. She also mentioned that the Unite against Hate rally in Edmonds was well
21 attended, reinforcing that our community is open to all, regardless of race, ethnicity, sexual
22 preference or age.

23
24 50. CITIZENS COMMENTS AND COMMUNICATIONS (5:27)

25 The following individuals made comments via Zoom:

- 26 • Alison Sing,
- 27 • Jennifer McLaughlin, 98037
- 28 • Elizabeth Lunsford, Lynnwood 98037

- 29 • Naz Lashgari, 98037
30 • Teo P., 98036

31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73

60. PRESENTATIONS AND PROCLAMATIONS (0:22:00)

Council President Hurst read the proclamation for National Volunteer Month.

70. WRITTEN COMMUNICATIONS AND PETITIONS

Mayor Smith read comments from 5 citizens who submitted on the city web site:

- Alison Sing, 98037
- Patricia Shields, 98026
- Brandon Duncan, 98037
- Lisa Utter, 98036
- Heather Dexter, 98036

80. COUNCIL COMMENTS AND ANNOUNCEMENTS (0:31:00)

Each council member had the opportunity to make comments about happenings around the city. Council member Cotton announced that he would be moving and leaving the council with April 13 as his last day.

90. BUSINESS ITEMS AND OTHER MATTERS

90.1 UNANIMOUS CONSENT AGENDA (50:00:00)

Items listed below were distributed to council members in advance for study and were enacted with one motion. Motion passed unanimously.

Council President Hurst moved for unanimous consent of the following items:

- A. *Appoint Christine Thomas for position #4 of the Human Services Commission for a term expiring December 31, 2023.*
- B. *Authorize the Mayor to enter into and execute on behalf of the City, a contract with Central Paving, LLC for the 2021 Pavement Preservation and Rehabilitation Project, not to exceed a total contract value of \$2,135,102.*
- C. *Voucher Approval*
 - 1. *Approve claims in the amount of \$1,777,666.83 for the period 2/27/16/2021 - 3/12/2021.*
 - 2. *Approve payroll in the amount of \$1,120,219.92 dated 3/12/2021.*

90.2 PUBLIC HEARINGS OR MEETINGS

None

90.3 OTHER BUSINESS ITEMS

A. Ordinance: Community Justice Center Bonds

A motion was made by Council Member Shannon Sessions, seconded by Council Member Ian Cotton, to adopt ordinance #3387, AN ORDINANCE of the City of Lynnwood, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$62,000,000 aggregate principal amount of limited tax general obligation bonds in one or more series to provide funds to finance the City's community justice center project and other capital improvements, and to pay the costs of issuance of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing

74 *the City's designated representative to approve the final terms of the sale of the*
75 *bonds; and providing for other related matters.*

76
77 *A roll call vote was taken. Ordinance adopted unanimously.*

78
79 Break (1:16:00)

80
81 B. Presentation: Snohomish County Health District (1:22:00)

82 Katie Curtis of the Snohomish County Health District shared an update on what
83 the health district has been doing for COVID as well as other health issues.
84 Council Members gave comments and asked questions after the presentation.

85
86 100. NEW BUSINESS (1:44:00)

87 Council Vice President Smith asked that the meeting move on to new business prior to
88 the Boards and Commissions discussion. Permission was granted.

89
90 Council Vice President then made a motion, seconded by Council Member
91 Altamirano- Crosby, to eliminate the current per employee "Head tax" charged
92 businesses by the city of Lynnwood. Smith then moved to make an amendment which
93 would postpone the conversation and vote until a later date.

94 *A roll call vote was taken on the amendment, with the motion failing 6 nays to 1 aye*
95 *(Jim Smith).*

96 *A roll call was then taken on the main motion to eliminate the per employee fee, with*
97 *the motion failing 6 nays to 1 aye (Jim Smith).*

98
99 Council Vice President Smith mentioned that he would like to discuss utility taxes in
100 the near future as well.

101
102 Council President Hurst asked the council if they would consider making a
103 recommendation about the Edmonds School tax levy ballot issue. He explained that
104 the School District is not permitted to speak to the ballot issue in public comments
105 unless the council is considering a recommendation. Council members indicated that
106 they were not interested in this option.

107
108 90.3 OTHER BUSINESS ITEMS (cont'd)

109 C. **Boards and Commissions Discussion** (2:18:16)

110 Council President Hurst led a discussion about various aspects of boards and
111 commissions responsibilities. The council discussed various issues surrounding
112 these groups, agreeing that boards and commissions should be reviewed every 4
113 years, which has not been done consistently. In terms of the staff liaison role, the
114 council agreed that they should be updated more often, with these groups bringing
115 issues and recommendations back to council.

116
117 All agreed that all regular meeting should be recorded. A question was raised
118 regarding OPMA and whether or not all boards & commissions are required to
119 follow this policy.

122 Council agreed to continue the conversation at a future meeting.

123

124 110. ADJOURNMENT

125

126 The meeting was adjourned at 8:57 p.m.

127

128

129

130

131

Nicola Smith, Mayor

CITY COUNCIL ITEM 30-D

**CITY OF LYNNWOOD
City Council**

TITLE: March 25 2021 Finance Committee Meeting Minutes

DOCUMENT ATTACHMENTS

Description:

[March 25 Finance Committee meeting minutes](#)

Type:

Backup Material

1 **MINUTES OF THE**
2 **LYNNWOOD CITY COUNCIL FINANCE COMMITTEE**
3 **HELD THURSDAY, MARCH 25, 2021 AT 3:00 p.m. VIA ZOOM**
4
5

A. Attendance:

Council President George Hurst
Councilmember Julieta Altamirano-Crosby
Councilmember Christine Frizzell (Chair)
Executive Assistant Lisa Harrison

Others Attending:
Acting Finance Director Corbitt Loch
City Treasurer Cyndie Eddy
Budget Supervisor Janella Lewis
Public Works Director Bill Franz

6
7
8 **B. Discussion- Amendment of Utility Payment Rules**

9 Acting Finance Director Loch discussed the rules on how and when customers must pay. Now
10 that the Governor has extended the moratorium on shut offs and late fees until the end of July,
11 it is a good time to review the rules. Loch stated that he would like to have the revisions in
12 place before August.

13
14 The finance department has surveyed surrounding communities and there are no apparent
15 commonly used policies. Loch also learned that the City's authority to shut off water service or
16 impose liens is limited to four months of charges, not the entire amount owed as was previously
17 reported. He explained that more research is being done including mapping of delinquent
18 accounts to identify geographic clusters and to develop outreach strategies to specific
19 community groups.

20
21 Committee members were reminded that utilities are accounted for in an Enterprise Fund",
22 which is a stand-alone fund that must pay for itself based on utility fees collected. Therefore,
23 lost utility revenue should not be addressed by transfers from the general fund. Loch stated
24 that the Utility Fund is not at a point where it is strapped for cash. Given the COVID-19
25 pandemic, we need a more flexible repayment plan for struggling households. We also do not
26 know what terms will apply to the American Rescue Plan funds to be received. The forthcoming
27 provisions may allow cities to cover lost income due to utility delinquencies.

28
29 Loch reviewed the status of delinquencies, which showed that 598 accounts are over 120 days
30 past due, with \$450,000 past 120 days in residential fees and \$208,000 commercial. He then
31 shared recommendations on payment rules, penalties, due dates, and shut-off timing. The
32 scenarios allow the city to minimize operational costs while supporting struggling utility
33 customers.

34
35 Ms. Lewis shared example scenarios from individual delinquent accounts and what their
36 repayment plan could look like.

37
38 The committee asked to see the mapping, the number of aging accounts that are commercial
39 versus residential versus rental, and some more repayment scenarios for the next finance
40 committee meeting. There may be different repayment strategies for different types of
41 accounts. After reviewing and arriving at a recommendation, the information will then be
42 reported to council.
43

44 The next meeting will be held on April 22, 2021 at 3:00 pm. It was mentioned that the new
45 Finance Director Michelle Meyer will be in attendance to review the year-end results and
46 February sales tax information.

47

48

49 The meeting was adjourned at 4:15 pm.

50

51

52

53

54 _____
Corbitt Loch, Acting Finance Director

CITY COUNCIL ITEM 30-E

**CITY OF LYNNWOOD
City Council**

TITLE: March 29, 2021 Work Session Minutes

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

DOCUMENT ATTACHMENTS

Description:

[March 29, 2021](#)

Type:

Backup Material

1 **MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL**
2 **HELD MONDAY, MARCH 29, 2021 AT 6:00 p.m. VIA ZOOM**
3
4

A. Roll Call:

Mayor & Council:

Mayor Nicola Smith
Council President George Hurst
Council Vice President Jim Smith
Councilmember Ruth Ross
Councilmember Ian Cotton
Councilmember Christine Frizzell
Councilmember Julieta Altamirano-Crosby
Councilmember Shannon Sessions

Others Attending:

DBS Director David Kleitsch
Planning Manager Ashley Winchell
Finance Director Michelle Meyer
Strategic Planner Corbitt Loch

Guests:

Erik Bagwell, EcoNorthwest

Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
Executive Assistant Lisa Harrison
City Attorney Rosemary Larson

5
6 **B. Executive Session: Potential Litigation (00:200-00:48:00)**

7 After roll call the council went into executive session.

8 **C. Briefing: South Lynnwood Neighborhood Plan (00:49:00)**

9 DBS Director David Kleitsch and Planning Manager Ashley Winchell updated council on the plans
10 for the South Lynnwood Neighborhood, along with Erik Bagwell from EcoNorthwest. They noted
11 that 20% of Lynnwood residents live in this area and 25% are Hispanic. It is a dense population
12 and includes industrial land. They reviewed themes for the development and discussed their
13 outreach plan, which will include an open house and surveys of the apartment complexes and
14 businesses. They will provide another update in Mid-May or early June.

15 **D. Break (1:37:00)**

16
17 **E. Debrief: Business Roundtable (1:46:00)**

18 Council members discussed some of the ideas and issues brought up at the March 17 business
19 round table meeting, including the employee fee currently charged businesses. Strategic
20 Planner Corbitt Loch provided information regarding the employee fee and pointed out that if
21 city council wishes to remove this source of revenue (\$4MM across the biennium) they must
22 identify what will be cut from the budget to make up for this loss. Council will also be required
23 to hold a public hearing on this issue. Council President Hurst stated that he would like to
24 appoint a task force to take a more detailed look at this issue.
25

26 **F. Mayor Comments and Questions**

27 Mayor Smith announced that vaccinations will be available for all adults age 16+ by the end of
28 May. She also thanked council member Ian Cotton for his service over the past 8 years as he is
29 leaving the council and moving to Arizona.

30 **G. Council President and Council Comments**

31 Council Members thanked Council Member Cotton for his service and wished him the best.

32
33 The meeting was adjourned at 9:00 p.m.
34
35
36
37 _____
Nicola Smith, Mayor

CITY COUNCIL ITEM 60-A

CITY OF LYNNWOOD Executive

TITLE: Proclamation: Stand Against Racism

DEPARTMENT CONTACT: Julie Moore, Public Affairs Officer

SUMMARY:

A proclamation is to be read and adopted stating Lynnwood's participation in the annual Stand Against Racism awareness campaign, and stating Lynnwood's commitment to raising awareness about the impacts of institutional and structural racism. Lynnwood remains committed to breaking down barriers and creating more equitable city services for all community members.

DOCUMENT ATTACHMENTS

Description:	Type:
Proclamation: Stand Against Racism	Proclamation



LYNNWOOD
WASHINGTON

A great deal more

Proclamation

City of Lynnwood

STAND AGAINST RACISM

WHEREAS, Lynnwood is committed to being a safe, welcoming, and equitable city where all people are welcome and all people belong; and

WHEREAS, all community members regardless of race, ethnicity, religion, country of origin, and any other identity, deserve to be treated with dignity, respect, compassion and justice; and

WHEREAS, events over the past year have put a spotlight on the fact that institutional and structural racism is still prevalent as well as personal bias, prejudice, and bigotry; and

WHEREAS, racism and acts of racial hate have deep and lasting impacts on people of color which leads to inequities and affect people's access to quality housing, education, food, transportation, political power, and other social determinants of health; and

WHEREAS, individuals, businesses, organizations, and government agencies should participate in open dialogue about structural and institutional racism and take action to eliminate barriers and increase justice for all; and

WHEREAS, the YWCA of Seattle-King-Snohomish, along with the City of Lynnwood, and many other local organizations will participate in the annual Stand Against Racism campaign, April 22-25, 2021, which is focused on addressing racism as a public health crisis and advancing the work of justice and empowering people of color; and

WHEREAS, for the fifth year in a row, Leadership Snohomish County will be hosting 'Step Up: Moving Racial Equity Forward Conference' on April 30, 2021, which is a day of learning, examination of systemic inequities and institutional racism, and a safe environment for self-reflection and growth; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Nicola Smith, and the Lynnwood City Council, take a Stand Against Racism every day by raising awareness about the impact of institutional and structural racism and by breaking down barriers and creating more equitable city services for all community members. We encourage our fellow Lynnwood community members to make a personal commitment to Stand Against Racism.

Nicola Smith, Mayor

April 12, 2021

George Hurst, City Council President

April 12, 2021

CITY COUNCIL ITEM 60-B
CITY OF LYNNWOOD
Parks, Recreation, & Cultural Arts

TITLE: Proclamation: Arbor Day

DEPARTMENT CONTACT: Lynn D. Sordel, Sarah Olson

SUMMARY:

Arbor Day in Washington State is April 14, 2021.

DOCUMENT ATTACHMENTS

Description:

[Arbor Day Proclamation](#)

Type:

Backup Material



LYNNWOOD
WASHINGTON
A great deal more

Proclamation

City of Lynnwood

Recognition of ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton, noted politician, editor, and horticulturist, proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed in 1872 with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is observed each year throughout the nation and the world on the last Friday in April; and

WHEREAS, Arbor Day is observed in the State of Washington on the second Wednesday in April; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees beautify our city, increase property values, and enhance the economic vitality of business areas; and

WHEREAS, trees, wherever they are planted, are a source of comfort, joy, peace and spiritual renewal;

WHEREAS, the City of Lynnwood will celebrate Arbor Day on Saturday, April 24, 2021 with a tree planting in Lund's Gulch at the Seabrook Heights site as part of the site restoration with members of a local boy scout troop;

NOW, THEREFORE BE IT RESOLVED that we, the Mayor and City Council of the City of Lynnwood, do hereby urge all Lynnwood citizens to celebrate Arbor Day every day and to support efforts to protect our trees and woodlands, and

FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



Nicola Smith, Mayor
April 12, 2021

George Hurst, City Council President
April 12, 2021

CITY COUNCIL ITEM 60-C
CITY OF LYNNWOOD
Parks, Recreation, & Cultural Arts

TITLE: Proclamation: Earth Day

DEPARTMENT CONTACT: Lynn D. Sordel, Sarah Olson

SUMMARY:

Earth Day is April 22.

DOCUMENT ATTACHMENTS

Description:

[Earth Day Proclamation](#)

Type:

Backup Material



LYNNWOOD
WASHINGTON
A great deal more

Proclamation

City of Lynnwood

Recognition of EARTH DAY

WHEREAS, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS, a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, the Citizens of the City of Lynnwood have embraced the goal to be a regional model for a sustainable, vibrant community; and

WHEREAS, Lynnwood park service volunteers help to maintain and improve Lynnwood's parks through their dedication and contribution of many hours; and

WHEREAS, the City of Lynnwood hereby encourages its residents, businesses and institutions to use EARTH DAY to celebrate the Earth and commit to building a sustainable community; and

WHEREAS, the City of Lynnwood, in partnership with the Snohomish Conservation District, will celebrate Earth Day with a drive-through event for Lynnwood residents on Saturday, April 24;

NOW, THEREFORE BE IT RESOLVED that we, the Mayor and City Council of the City of Lynnwood, do hereby pledge this Earth Day, April 22, 2021, to renew our commitment to the Sustainability Framework as expressed in our Comprehensive Plan as the path towards becoming the sustainable community as envisioned by our citizens.

Nicola Smith, Mayor
April 12, 2021

George Hurst, City Council President
April 12, 2021

CITY COUNCIL ITEM 90.1-A

CITY OF LYNNWOOD Administrative Services

TITLE: Confirmation Board of Ethics candidate Marcia Hawks

DEPARTMENT CONTACT: Karen Fitzthum, Acting City Clerk and Chief Procurement Officer

SUMMARY:

The Board of Ethics currently has 1 vacancy for regular board members. The Mayor recommends Marcia Hawks for position 3.

ACTION:

Confirm Marcia Hawks to serve in position 3 of the Board of Ethics for a term expiring January 21, 2021.

BACKGROUND:

Marcia Hawks has submitted an application and was interviewed by Mayor Smith and Board of Ethics staff liaison Karen Fitzthum. She was introduced to the Council at the April 5, 2021 work session.

Position #3 for this Board is currently vacant as the previous board member identified a conflict that prevented him from continuing on the board.

ADMINISTRATION RECOMMENDATION:

Confirm Ms. Hawks

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.1-B

CITY OF LYNNWOOD Public Works

TITLE: Construction Agreement: with Zply for 196th St SW Project

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

The purpose of this agenda item is to enter into a Construction Agreement with Zply Fiber (Zply) to outline the roles and responsibilities associated with the construction of a Joint Utility Trench (JUT) for the 196th St SW Improvement Project (Project). Zply provides telecommunications and broadband services to businesses and residential customers. Due to the Project, Zply's utility facilities will need to be relocated from overhead to underground and into the JUT.

ACTION:

Authorize the Mayor to enter into and execute on behalf of the City a Construction Agreement with Zply to outline the roles and responsibilities associated with the construction of a Joint Utility Trench.

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 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.

As part of the agreement with Zply, the City will procure and install vaults, conduits and associated trenching (approximately \$600,000 in labor and materials currently contained in the Marshbank contract) and pay Zply (\$189,188.75 per this proposed agreement) to provide the cabling, install and conduct splicing and terminations for the cabling to maintain their existing customer services.

The attached Zply agreement assumes the City will pay for all of the relocation costs due to tariff WN U-17 administrated by Washington Utilities and Transportation Commission.

Staff believes that it is in the best interest of the City to partner with Zply to facilitate the timely relocation efforts in order to keep the construction contract on schedule.

PREVIOUS COUNCIL ACTIONS:

November 16, 2020 Work Session (Briefing: 196th St SW Improvement Project Bid Award)

FUNDING:

The total estimated construction cost (excluding Construction Management and Engineering services during construction) for the 196th St SW Improvement Project is \$27,910,930.

196th St SW Project Construction Expenses/Revenues:

Expenses:

\$27,910,930 Low Bid

\$6,865,758 Const. Management

\$2,831,093 Contingencies (includes permits and misc.)

\$37,607,781

Revenues:

\$9,800,000 2021/22 Proposed budget City Revenue (*see detail below)

\$9,262,695 2023/24 Future Biennium City Revenue (TBD, EDIF, TrIF....Other?)

\$17,245,086 State/Federal Grants

\$800,000 WSDOT Paving Funds

\$500,000 Mitigation Funds (contaminated soil reimbursement for Precision Tune property)

\$37,607,781

*2021/22 Proposed budget City Revenue:

\$2,370,000 Fund 110 Traffic Impact Fees

\$1,000,000 Fund 150 Transportation Benefit District

\$1,100,000 Fund 330 REET2

\$434,834 Fund 333 Capital Development

\$395,166 Fund 357 Trans. Capital Beginning Fund Balance

\$3,500,000 Fund 412 Utility

\$1,000,000 Fund 020 EDIF

\$9,800,000 Total 2021/22 Proposed budget City Revenue

KEY FEATURES AND VISION ALIGNMENT:

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

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

DOCUMENT ATTACHMENTS

Description:	Type:
Agreement	Backup Material

1 **1. Project Description.**

2
3 The JUT will be placed in the CITY 196th St. SW right-of-way from 48th Avenue West to
4 350 feet west of 36th Avenue West. The Relocation is approximately 3,400 feet in length along
5 the Project route and includes facilities on 48th Avenue West and 40th Avenue West and to
6 properties included and as shown in the PS&E. The JUT will be constructed to accommodate the
7 underground facilities of several utility service providers, including at a minimum, the CITY,
8 ZIPLY, Public Utility District No. 1 of Snohomish County, Astound Broadband and Comcast.
9 The CITY has awarded contracts for the design of the Project, and for construction of the
10 Project, including the JUT and the Work.

11
12 **2. Performance of Work.**

13
14 The CITY, acting through the successful bidder on the construction contract for the
15 Project (“Contractor”), shall perform and complete the Work in accordance with the PS&E and
16 all applicable federal, state, and local laws. As one of the first orders of work to be required, the
17 Contractor shall develop a construction schedule for the Project in sufficient detail to allow the
18 CITY and ZIPLY to understand timeframes for completion of the Project and the Work.

19
20 **3. Responsibility of Parties to Complete the Work.**

21
22 3.1 CITY Responsibilities.

23
24 3.1.1 *Contractor Duties.* The CITY shall cause the Contractor to excavate the
25 JUT, accommodate and coordinate the installation of underground utilities, install vaults,
26 conduits and other equipment, furnish and install bedding material, backfill and compact the
27 JUT, and perform any restoration required by the CITY within the right-of-way. The CITY
28 and/or the Contractor shall install ZIPLY conduit, utility vaults and related equipment in
29 accordance with written requirements and drawings provided in the PS&E, with the revisions
30 and/or deletions described and depicted on **Exhibit A**, attached hereto and incorporated by this
31 reference; provided, that if during construction of the Project, it is determined that any ZIPLY
32 existing customer service connections are not accounted for on the PS&E, as revised on Exhibit
33 A, the City shall install conduit, utility vaults and related equipment necessary to maintain
34 ZIPLY’s service to those existing customer service connections, and except that ZIPLY shall
35 perform any Conduit Installation Work (as that term is defined in Section 3.2.2(iv) below)
36 necessary to maintain service to those existing customers. The CITY shall provide traffic control
37 required for the Work.

38
39 3.1.2 *Notices Under Section 3.2.* The CITY shall provide such notices to
40 ZIPLY as are required under Section 3.2 below.

41
42 3.1.3 *Plan Discrepancies.* If there is any discrepancy between the PS&E with
43 the revisions and/or deletions described and depicted on **Exhibit A** and the ZIPLY plans, the
44 parties mutually agree to work together to resolve such discrepancy between said plans.

1
2 3.2 ZIPLY Responsibilities.
3

4 3.2.1 *Provision of Work, Materials, and Equipment.* All work and equipment
5 described in this subsection as ZIPLY responsibilities shall be provided by ZIPLY in the manner
6 and timeframe described herein at ZIPLY’s sole cost and expense, except as provided in Section
7 4 of this Agreement.
8

9 3.2.2 *Coordination.* ZIPLY shall maintain continued coordination with the
10 CITY regarding installation of ZIPLY’s facilities. This coordination shall include, but not be
11 limited to the following:
12

- 13 (i) The Contractor shall develop a schedule that will accurately depict how the
14 Contractor plans to complete the Project, including the Relocation and the
15 Work. ZIPLY shall be responsible for coordinating its work to meet this
16 Project schedule.
17
- 18 (ii) A weekly meeting shall be held at which the Contractor will provide a
19 schedule and list of materials needed for the following three (3) weeks. A
20 representative from ZIPLY shall attend each meeting and provide weekly
21 progress reports.
22
- 23 (iii) ZIPLY and the CITY shall each provide an inspector on-site, on twenty-four
24 (24) hours’ notice, to inspect and accept the installation of all vault and
25 conduit installation work. ZIPLY’s inspector shall not direct the Contractor
26 in any manner; the ZIPLY inspector shall communicate all requests in
27 writing to the CITY’s inspector.
28
- 29 (iv) Once sections of vault, conduit and related equipment are installed by the
30 CITY and accepted by ZIPLY, ZIPLY shall complete installation of cable,
31 conductors and other equipment and perform cut-over and transfer of
32 existing customers and facilities to the new underground system, and
33 remove all existing facilities that are no longer in use (the “Conduit
34 Installation Work”). ZIPLY’s responsibilities for the Conduit Installation
35 Work shall include, but not be limited to, furnishing and installing all cables,
36 conductors, electrical equipment, and temporary utility poles; and the
37 removal of poles, if any, and other equipment no longer needed.
38
- 39 (a) The CITY or its contractor shall provide ten days’ written notice to
40 ZIPLY of the date on which the trench, vaults, conduits and related
41 equipment will be ready and available for ZIPLY to perform its Conduit
42 Installation Work (the “Installation Work Date”). There will be two
43 Installation Work Dates, one for the North Side of the 196th Street SW
44 right-of-way and one for the South Side of the 196th Street SW right-of-
45 way. ZIPLY shall complete the Conduit Installation Work within 50

1 days on the North Side and 150 days on the South Side after the
2 respective Installation Work Date.

- 3
4 (b) The Conduit Installation Work shall be performed and completed by
5 ZIPLY in a manner that does not delay or otherwise impact progress of
6 construction of the Project, any work by other utilities in connection
7 with the Project, or any of the Contractor’s other work on the Project.
8

9 3.2.3 *Traffic Control.* ZIPLY or its contractor shall provide traffic control when
10 ZIPLY or its contractor is installing its new underground cabling and splicing or performing
11 overhead construction and removing its existing overhead facilities. Traffic control plans to be
12 utilized by ZIPLY or its contractor shall be coordinated with traffic control established for the
13 Project.
14

15 3.2.4 *Installation Not in Right-of-Way.* The installation of any ZIPLY facilities
16 not in CITY right-of-way or construction easements, including but not limited to cable, conduit,
17 and pedestals, shall be the sole responsibility of ZIPLY; provided, that the City shall reimburse
18 ZIPLY for ZIPLY’s actual costs incurred to install such facilities to the extent the facilities are
19 necessary to maintain service to ZIPLY’S existing customers (“Section 3.2.4 Existing Customer
20 Work”), with the reimbursement occurring in accordance with Section 4 below. ZIPLY shall be
21 solely responsible for coordinating any such work with private property owners on whose
22 property the facilities will be located. The Project will not provide for any construction outside of
23 the CITY’s right-of-way or construction easement. Coordination of work, and payment for
24 necessary easements or agreements from private property owners, is the responsibility of ZIPLY
25 and shall be done in a manner so as not to delay or otherwise impact the construction of the
26 Project.
27

28 **4. Compensation.**
29

30 Within thirty (30) days of the Effective Date of this Agreement, the CITY shall pay the
31 sum of One Hundred Eighty Nine Thousand One Hundred Eighty Eight Dollars and Seventy
32 Five Cents (\$189,188.75) to ZIPLY for ZIPLY’s performance under this Agreement. Within
33 thirty (30) days of ZIPLY’s completion of the Conduit Installation Work or Section 3.2.4
34 Existing Customer Work, ZIPLY shall provide the CITY with documentation of the actual costs
35 incurred by ZIPLY to perform the Conduit Installation Work or Section 3.2.4 Existing Customer
36 Work, and (1) if the actual costs of the Conduit Installation Work and Section 3.2.4 Existing
37 Customer Work are less than \$189,188.75, then ZIPLY shall refund the difference to the CITY,
38 or (2) if the actual costs of the Conduit Installation Work and Section 3.2.4 Existing Customer
39 Work are more than \$189,188.75, ZIPLY shall submit an invoice to the CITY for the difference,
40 and the CITY shall pay all undisputed portions of said invoice within thirty (30) days of the
41 invoice date.
42

43 **5. Change Orders.**
44

45 5.1 Any change requested by ZIPLY to be performed by the CITY shall be submitted
46 to the CITY’s Inspector, who will submit the request to the Contractor to obtain a reasonable

1 price for the Contractor to perform the work. The CITY will notify ZIPLY of the price. ZIPLY
2 will have five (5) business days after being notified of the price to respond and confirm or revise
3 the requested change, and authorize any confirmed change in work and cost.
4

5 5.2 ZIPLY shall reimburse the CITY for its share of negotiated costs associated with
6 any change, including associated engineering and inspection costs. ZIPLY shall not pay for any
7 share of additional expenses incurred due solely to approved change requests from other private
8 utilities and/or the CITY.
9

10 **6. Schedule.**

11
12 The CITY's Contractor will be responsible for planning and scheduling its work and the
13 CITY will require the Contractor to submit a progress schedule to the CITY and ZIPLY prior to
14 beginning construction activities.
15

16 **7. Notices.**

17
18 All notices shall be in writing and delivered in person or by certified mail return receipt
19 requested or any other delivery system which is capable of providing proof of delivery. Any such
20 notice shall be deemed effective on the date of mailing. All notices shall be addressed to the
21 parties as specified below:
22

23 Northwest Fiber, LLC dba Ziply Fiber
24 Engineering Department
25 1800 41st Street
26 Ste N100
27 Everett, WA 98203
28 Attn: Chuck Roberts, Manager - OSP Engineering
29

30 City of Lynnwood
31 19100 44th Ave. W
32 Lynnwood, WA 98036
33 Attn: David Mach, Public Works Manager / City Engineer
34

35 Either party may change the above addresses to which notices are sent by giving notice of
36 such change to the other party in accordance with the provisions of this Section.
37

38 **8. Governing Law.**

39
40 This Agreement will be governed by and interpreted in accordance with the laws of the
41 State of Washington.
42

43 **9. Default.**

44
45 Neither party shall be in default under this Agreement unless it has failed to perform
46 under this Agreement for a period of twenty (20) calendar days after written notice of default

1 from any other party. Each notice of default shall specify the nature of the alleged default and
2 the manner in which the default may be cured satisfactorily. If the nature of the alleged default
3 is such that it cannot be reasonably cured within the twenty (20) day period, then the defaulting
4 party shall initiate reasonable actions to cure within the twenty (20) day period; provided,
5 however, such default shall not be deemed a cure unless and until the defaulting party diligently
6 prosecutes such cure to completion.

7
8 **10. Dispute Resolution.**
9

10 It is the parties' intent to work cooperatively and to resolve disputes in an efficient and
11 cost-effective manner. All disputes arising out of or relating to this Agreement shall be resolved
12 as follows:

13 10.1. Settlement Meeting. If any dispute arises between the parties relating to this
14 Agreement, then the parties shall meet and seek to resolve the dispute, in good faith, within ten
15 (10) days after a party's request for such a meeting. Each party shall send to the meeting at least
16 one representative with factual and technical information or expertise related to the dispute.

17 10.2. Mediation. If the parties cannot resolve the issue within ten (10) days then they
18 shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other
19 mediation service mutually agreed to by the parties, or as appointed by the court if the parties
20 cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to
21 Section 10.1. The parties shall evenly split any fees charged by JDR, regardless of the outcome
22 of the mediation. Each party shall bear its own attorneys' fees in connection with the mediation.

23 10.3 Other Resolution. Except as otherwise specified in this Agreement, in the event
24 the dispute is not resolved by mediation under Subsection 10.2 above, the parties are free to file
25 suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as
26 mediation. At all times prior to resolution of the dispute, the parties shall continue to perform
27 any undisputed obligations and make any undisputed required payments under this Agreement in
28 the same manner and under the same terms as existed prior to the dispute.

29 **11. Force Majeure.**
30

31 Both parties shall be excused from performance of their respective obligations under this
32 Agreement (and such nonperformance will not constitute a breach of this Agreement) if
33 prevented by acts or events beyond the parties reasonable control including but not limited to
34 extreme weather conditions, strikes, fires, embargoes, actions of civil or military law
35 enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative
36 authorities of the government of the United States or of any state or political subdivision thereof
37 ("Force Majeure Event(s)"). Each party agrees to promptly notify the other party if and when the
38 nonperforming party's performance is delayed by a Force Majeure Event, and both parties agree
39 to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force
40 Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed
41 as soon as reasonably possible after the termination or abatement of the Force Majeure Event.
42

43 **12. Indemnification.**

1
2 The CITY shall, and the CITY shall cause the Contractor to, defend, indemnify and hold
3 harmless ZIPLY, its parents, subsidiaries and affiliates and each of their respective directors,
4 officers, employees, representatives and agents from and against any and all liabilities, claims,
5 judgments, losses, orders, awards, damages, fines, penalties and costs, including reasonable
6 attorneys' fees and expert witness fees (collectively, "Liabilities"), to the extent they arise from
7 or in connection with: (a) the performance of any Work required under this Agreement by the
8 CITY or Contractor and each of their respective directors, officers, employees, agents,
9 subcontractors and/or representatives (each, a "City Indemnifying Party"), except for injuries and
10 damages solely caused by the negligence or willful misconduct of any ZIPLY Indemnifying
11 Party (as defined below); or (b) failure of any City Indemnifying Party to comply with any term
12 of this Agreement or any applicable local, state, or federal law or regulation.
13

14 ZIPLY shall defend, indemnify and hold harmless the CITY, its directors, officials,
15 officers, employees, representatives and agents from and against any and all Liabilities to the
16 extent they arise from or in connection with: (a) the performance of any Work required under
17 this Agreement by ZIPLY, its directors, officers, employees, agents, subcontractors and/or
18 representatives (each, a "ZIPLY Indemnifying Party"), except for injuries and damages solely
19 caused by the negligence or willful misconduct of any City Indemnifying Party; or (b) failure of
20 any ZIPLY Indemnifying Party to comply with any term of this Agreement or any applicable
21 local, state, or federal law or regulation, including but not limited to the OSH Act and
22 environmental protection laws.
23

24 In the event of Liabilities arising out of injury or damages caused by or resulting from the
25 concurrent negligence of the parties involved in the Project, such party's liability hereunder,
26 including the duty and cost to defend, shall be limited only to the extent of its own negligence.
27

28 The indemnification provisions herein constitute each party's waiver of immunity under
29 industrial insurance, Title 51 RCW, solely to carry out the purposes of the indemnification
30 provisions. The parties acknowledge they have mutually negotiated this waiver. The foregoing
31 waiver shall not in any way preclude the indemnifying party from raising such immunity as a
32 defense against any claim brought against the indemnifying party by any of its employees.
33

34 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS
35 SECTION, NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL,
36 INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT
37 LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS,
38 COMMERCIAL LOSS AND LOST PROFITS OR DOWN TIME COST, HOWEVER
39 CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, DIRECTLY
40 OR INDIRECTLY, ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS
41 BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
42

43 **13. Insurance.**

44
45 13.1 The CITY has included in the PS&E requirements for the Contractor to secure
46 and maintain insurance coverages that are consistent with state law and federal funding

1 requirements. Each party agrees to secure and maintain and the CITY shall cause Contractor to
2 secure and maintain insurance in amounts not less than those specified below:

3
4 (1) Commercial General Liability insurance covering claims for bodily injury, death,
5 personal injury or property damage (including loss of use) occurring or arising out of work
6 performed under this Agreement for which the insured party is responsible hereunder and
7 including coverage for premises-operation product/completed operations and contractual liability
8 coverage. The limits of insurance shall not be less than:

9

10	Each Occurrence	\$1,000,000
11	General Aggregate	\$2,000,000

12

13 (2) Workers' Compensation insurance with statutory limits as required in the state(s)
14 of operation; and providing coverage for any employee in connection with this Agreement, even
15 if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less
16 than \$1,000,000 each accident.

17
18 (3) Business Automobile Liability insurance covering the ownership, operation and
19 maintenance of all owned, non-owned and hired moto vehicles used in connection with this
20 Agreement with limits of at least \$1,000,000 each accident.

21
22 13.2 Each party shall assume all property loss or damage from any cause whatsoever to
23 any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles
24 owned or rented, including any temporary structures, scaffolding and protective fences used in
25 performance of work under this Agreement unless caused by the negligent act, omission or
26 willful misconduct of the other party. The parties shall require their agents and subcontractors to
27 also assume the same property loss or damage as required under this paragraph for their property.

28
29 13.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current
30 A.M. Best rating of not less than A-: VII.

31
32 13.4 Verification of Coverage. ZIPLY shall furnish the CITY with certificates and a
33 copy of the amendatory endorsements or provisions, including but not necessarily limited to the
34 additional insured endorsement, evidencing the Automobile Liability and Commercial General
35 Liability insurance of ZIPLY before commencement of the Work. Upon request, the CITY shall
36 provide evidence of coverage in accordance with this Section 12.

37
38 13.5 Contractors. ZIPLY shall furnish separate certificates and endorsements for each
39 of its contractors and subcontractor performing work associated with this Agreement. All
40 coverages for contractors and subcontractors shall be subject to all of same insurance
41 requirements as stated herein for ZIPLY.

42
43 **14. Safety and Health.**

44
45 14.1 During the performance of work under this Agreement, the CITY shall be
46 responsible for its safety, the safety of its employees, agents or subcontractors, the public, and

1 the worksite in general and shall comply with all applicable provisions of local, state and federal
2 law, regulations and orders affecting safety and health that apply to the Project, including but not
3 limited to the Occupational Safety and Health Act of 1970 (collectively referred to as “The OSH
4 Act”). The CITY shall promptly report serious accidents and/or fatalities relating to the Work to
5 ZIPLY. The CITY agrees that it and its subcontractors will give access to the authorized
6 representatives of ZIPLY, or any state or local official for the purpose of inspecting,
7 investigating or carrying out any required duties that apply to the Project, under the OSH Act and
8 the CITY shall immediately notify ZIPLY if access is sought. The CITY shall be responsible for
9 coordinating its safety plan with its subcontractors, other contractors and ZIPLY, where
10 appropriate.

11
12 14.2 ZIPLY reserves the right to shut down the ZIPLY part of work operation if it
13 reasonably believes the CITY, its employees, or subcontractors are performing work in a manner
14 that imposes imminent danger to the workers, the job site, the public, and/or ZIPLY property.

15
16 **15. Term and Termination.**

17
18 15.1 This Agreement shall take effect on the Effective Date, and shall continue in force
19 until the parties have performed all obligations under this Agreement.

20
21 15.2 Either party may terminate this Agreement upon thirty (30) days’ written notice to
22 the other party in the event that the other party is in material default and has failed to cure such
23 default under Section 9 above.

24
25 15.3 The CITY may terminate this Agreement at any time upon ten (10) days’ written
26 notice to ZIPLY in the event that the City determines not to proceed with the Project for any
27 reason or no reason.

28
29 **16. Relationship of the Parties.**

30
31 This Agreement does not create a partnership, joint venture or similar relationship
32 between the parties and neither party will have the power to obligate the other in any manner
33 whatsoever.

34
35 Any person who performs services required by this Agreement to be performed by a
36 party will be solely the employee or agent of that party. Each party is solely responsible for (a)
37 the hours of work, methods of performance and compensation of its employees and agents; (b)
38 compliance with all federal, state, and local rules and regulations including those governing
39 Worker’s Compensation, Unemployment, Disability Insurance, and Social Security withholding
40 for its employees and agents; and (c) all federal income taxes for its income derived in
41 connection with this Agreement.

42
43 **17. Assignment.**

44
45 Neither party may assign this Agreement without the prior written consent of the other
46 party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding

1 the foregoing, ZIPLY may assign this Agreement (i) to any affiliate or (ii) in connection with the
2 sale of any cable system or sale of substantially all of the business or assets of ZIPLY, in each
3 case, to which the Project relates.
4
5

6 **18. Entire Agreement/Amendments.**
7

8 This Agreement, including all Exhibits and all specified references, contains the entire
9 agreement between the parties and supersedes all prior oral and written agreements with respect
10 to the subject matter hereof. This Agreement may not be amended or modified except by a
11 written instrument executed by the parties hereto. No modifications to these terms, including
12 handwritten, are permitted or shall be made without a duly executed written amendment between
13 the parties or, if prior to execution, a revised printed Agreement. In the event any handwritten
14 modification is made to the Agreement terms and conditions, such modifications shall be
15 considered null and void, whether or not acknowledged by the parties, and the Agreement shall
16 continue in full force and effect under its original, unadulterated terms and conditions.
17

18 **19. Binding.**
19

20 The terms, covenants and conditions contained in this Agreement will be binding on and
21 inure to the benefit of the parties and their respective successors and assigns.
22

23 **20. Counterparts.**
24

25 This Agreement may be executed in one or more counterparts, each of which will be
26 deemed an original and all of which together will constitute one agreement. The counterparts of
27 this Agreement may be executed and delivered by facsimile or other electronic means by any of
28 the parties to any other party and the receiving party may rely on the receipt of such document so
29 executed and delivered as if the original had been received.
30

31 **21. Authority.**
32

33 Each party represents and warrants that it has the authority to execute, deliver and
34 perform under this Agreement.
35

36 **22. Reservation of Rights.**
37

38 The CITY and ZIPLY each understand and acknowledge that the parties disagree as to
39 whether under Washington law, including but not limited to RCW 35.99.060, ZIPLY is
40 responsible for the costs of relocating the ZIPLY facilities for the Project, including placing
41 those facilities underground (the "ZIPLY Facility Relocation Costs"), or the CITY is responsible
42 for the ZIPLY Facility Relocation Costs. However, time is of the essence with respect to the
43 Project and the inclusion of the Work in the Project. Therefore, the parties have entered into this
44 Agreement in order to facilitate the timely performance of the Work as part of the Project. The
45 parties expressly acknowledge and agree that by entering into and performing this Agreement,
46 including but not limited to the payment provisions in Section 4, (1) neither party is waiving any

1 right or ability to seek a judicial determination on which party ultimately bears responsibility to
2 pay the ZIPLY Facilities Relocation Costs and each party expressly reserves the right to seek in
3 the future a judicial determination on which party ultimately bears responsibility to pay the
4 ZIPLY Facilities Relocation Costs and to seek reimbursement for said Costs; (2) neither party is
5 admitting any responsibility or obligation under law to pay the ZIPLY Facilities Relocation
6 Costs, and neither party is admitting the merit or validity of the other party's claims or defenses
7 as to the responsibility for payment of the ZIPLY Facilities Relocation Costs; and (3) the Dispute
8 Resolution provisions in Section 10 of this Agreement do not apply to the parties' dispute
9 regarding responsibility to pay for the ZIPLY Facilities Relocation Costs.

10
11
12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as
13 of the Effective Date.

14
15 ZIPLY:
16
17 By: _____
18 Printed Name: _____
19 Title: _____
20
21 Date Signed: _____

CITY:

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

1
2

EXHIBIT A

**ZIPLY CONDUIT AND HAND HOLES ALONG 196TH ST SW FOR STREET IMPROVEMENT PROJECT
CITY OF LYNNWOOD**

CITY OF LYNNWOOD CONTACT:
JIM ST. JOHN 425-519-6565

ZIPLY CONTACTS:
ENGINEER: JAY SCHWAB 425-263-4019
ATCO DESIGN: JIM ZERFING 503-502-6413

ZIPLY WORK PRINT NOTES

CONDUITS: 2

-PLACE (3) 4" CONDUITS EAST AND WEST ALONG 196TH UNTIL 40TH AVE W. EAST OF 40TH WILL BE (2) 4" CONDUITS. ALSO, NORTH AND SOUTH ALONG 40TH AVE WILL BE (2) 4" CONDUITS.

-PLACE (2) 4" CONDUIT FOR EVERY CROSSING

HAND-HOLES:

-PLACE (9) 2X3 HAND-HOLES ← 10 - 2 = 8

-PLACE (30) 3X5 HAND-HOLES ← 25 - 1 = 24

CITY TO MAINTAIN SERVICES TO CUSTOMER OPTIONS:

PLAN A- PLACE HAND-HOLE OVER CURRENT POLE RISER LOCATIONS TO INTERCEPT EXISTING CABLE FEEDING BUILDINGS.

PLAN B- PLACE NEW LOCATION FOR HAND-HOLE SERVICING CUSTOMERS AND INTERCEPT EXISTING UNDERGROUND PATH FEEDING CUSTOMER INTO THE NEW HAND-HOLE.

PLAN C- PLACE NEW LOCATION TO FEED EXISTING CUSTOMER WITH NEW 2" CONDUIT PATH TO FEED EACH CUSTOMER.

3/1/2021
Betterment conduits and hand-holes identified on these plans were for sole use by Ziplly in order to provide adequate connection locations and capacity for future development. These Betterment conduits and hand-holes will be deleted from the contract.

REVISED 5.26.2020
JZ
SHEET 1 OF 4
51419-5205869

ZIPLY FIBER	
PROJECT NUMBER:	C.O. AREA EXCH. CODE:
DRAWN DATE:	ENGR: ENTY: FILE:
SCALE:	TAX DISTRICT: DWG. OF
TWNSHIP:	RNG: SEC:

3

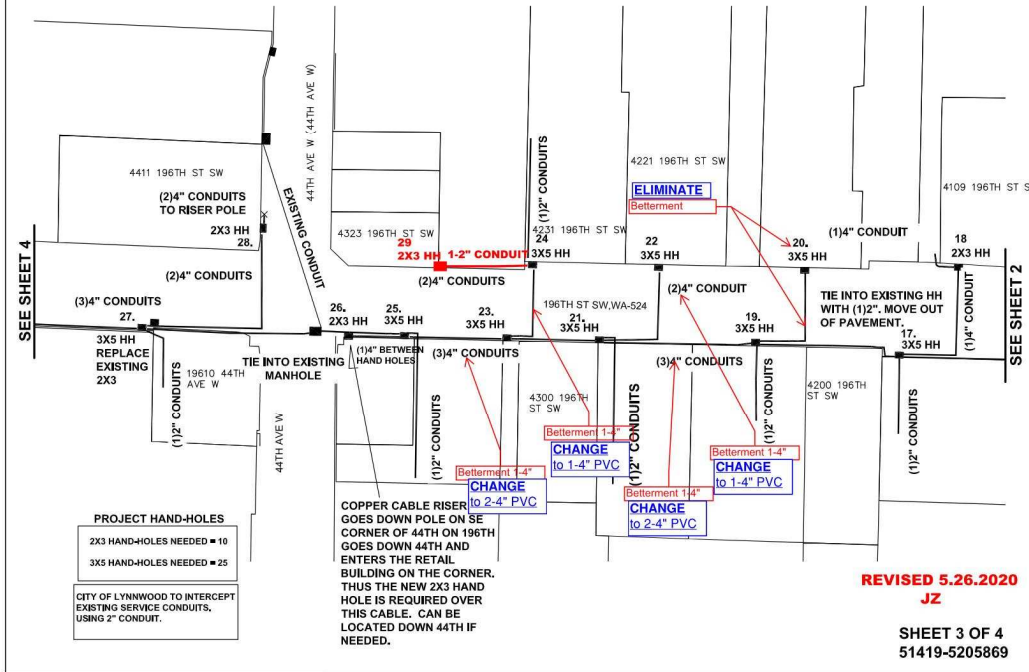
**ZIPLY CONDUIT AND HAND HOLES ALONG 196TH ST SW FOR STREET IMPROVEMENT PROJECT
CITY OF LYNNWOOD**

REVISED 5.26.2020
JZ
SHEET 2 OF 4
51419-5205869

ZIPLY FIBER	
PROJECT NUMBER:	C.O. AREA EXCH. CODE:
DRAWN DATE:	ENGR: ENTY: FILE:
SCALE:	TAX DISTRICT: DWG. OF
TWNSHIP:	RNG: SEC:

4

**ZIPLY CONDUIT AND HAND HOLES ALONG 196TH ST SW FOR STREET IMPROVEMENT PROJECT
CITY OF LYNNWOOD**



PROJECT HAND-HOLES
 2X3 HAND-HOLES NEEDED = 10
 3X5 HAND-HOLES NEEDED = 25
 CITY OF LYNNWOOD TO INTERCEPT EXISTING SERVICE CONDUITS, USING 2" CONDUIT.

**REVISED 5.26.2020
JZ**

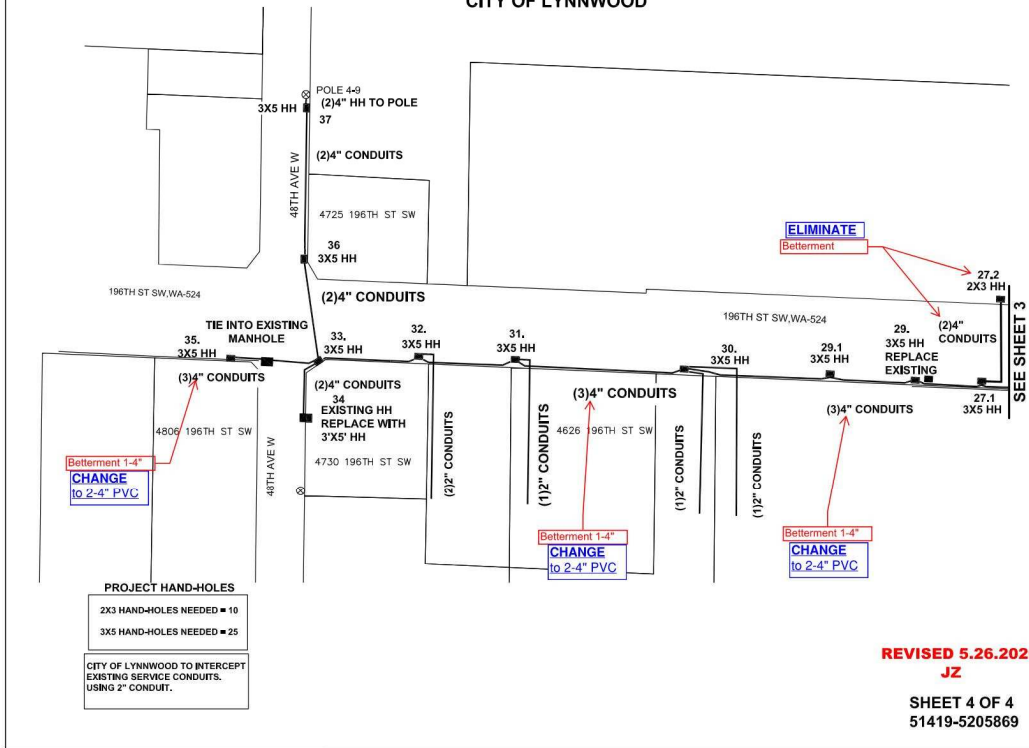
**SHEET 3 OF 4
51419-5205869**

ZIPLY FIBER

PROJECT NUMBER:	C.O. AREA:
DRAWN DATE:	EXCH. CODE:
ENGR:	ENTY:
PHONE:	FILE:
SCALE:	TAX DISTRICT:
DWG:	OF:
TOWNSHIP:	RNG:
SEC:	

1

**ZIPLY CONDUIT AND HAND HOLES ALONG 196TH ST SW FOR STREET IMPROVEMENT PROJECT
CITY OF LYNNWOOD**



PROJECT HAND-HOLES
 2X3 HAND-HOLES NEEDED = 10
 3X5 HAND-HOLES NEEDED = 25
 CITY OF LYNNWOOD TO INTERCEPT EXISTING SERVICE CONDUITS, USING 2" CONDUIT.

**REVISED 5.26.2020
JZ**

**SHEET 4 OF 4
51419-5205869**

ZIPLY FIBER

PROJECT NUMBER:	C.O. AREA:
DRAWN DATE:	EXCH. CODE:
ENGR:	ENTY:
PHONE:	FILE:
SCALE:	TAX DISTRICT:
DWG:	OF:
TOWNSHIP:	RNG:
SEC:	

2
3

CITY COUNCIL ITEM 90.1-C

CITY OF LYNNWOOD Administrative Services

TITLE: Contract Award - South Lynnwood Park Construction

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

As part of the adopted CIP, the City's Parks and Recreation department is renovating the South Lynnwood Park.

ACTION:

Authorize the Mayor to execute a construction service contract with Premier Field Development, Inc. in the amount of \$1,977,091.04, including sales tax.

BACKGROUND:

The City advertised and formally solicited bids as the estimated project cost was greater than \$350,000. The contract award is to the lowest, responsive, responsible bidder.

FUNDING:

The funding for this project is included in the current adopted biennium budget for the Parks and Recreation department and the current adopted CIP.

ADMINISTRATION RECOMMENDATION:

Approve.

DOCUMENT ATTACHMENTS

Description:	Type:
Procurement Report Contract 3180 S Lynnwood Park	Backup Material

Procurement Report
#3180 – South Lynnwood Park

Purpose of Contract: As part of the adopted CIP, the City's Parks and Recreation department is renovating the South Lynnwood Park. The renovations include a playground, artificial turf soccer field, basketball court, and tennis/handball/racquetball court.
Estimated cost: The lowest responsible bidder total cost for the project, including WA sales tax is \$1,977,091.04, for Schedules 1 and 2.
Advanced Planning: Procurement worked with Parks and Recreation and the Consultant to develop the scope of work for the project.
Method of Procurement: A formal advertised bid process was used as the estimated cost of the public works project was greater than \$350K.
Type of Contract: One Time – Construction Services Contract.
Term of Contract: The estimated completion of the project is 210 calendar days after the Notice to Proceed is issued.
Solicitation: Bid notice was advertised in the Everett Herald, Seattle Daily Journal of Commerce and posted to the ProcureNow website.
Recommended Action: Approve contract award with Premier Field Development, Inc. in the amount of \$1,977,091.04.
Procurement Officer: Ginny Meads Date: March 12, 2021

CITY COUNCIL ITEM 90.1-D

**CITY OF LYNNWOOD
Administrative Services**

TITLE: Contract Award - Heritage Park Water Tower Renovations

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

As part of the adopted CIP, the City's Parks and Recreation department is renovating the Heritage Park Water Tower.

ACTION:

Authorize the Mayor to execute a construction service contract with Accord Contractors, Inc. in the amount of \$402, 096,24, including sales tax.

BACKGROUND:

The City advertised and formally solicited bids as the estimated cost was greater than \$350,000. The contract award is to the lowest, responsive, responsible bidder.

FUNDING:

The funding for this project is included in the current adopted biennium budget for the Parks and Recreation department and the current adopted CIP.

ADMINISTRATION RECOMMENDATION:

Approve.

DOCUMENT ATTACHMENTS

Description:	Type:
Procurement Report Contract 3329 Heritage Park Water Tower	Backup Material

Procurement Report
ITB #3329 – Heritage Park Water Tower Renovations

Purpose of Contract: As part of the adopted CIP, the City's Parks and Recreation department is renovating the Heritage Park Water Tower. The renovations include the addition of a façade water tank, ADA access walkway and small deck, restrooms, coffee bar and a rain collection tank for demonstrations. Interior renovations include a new HVAC system, plumbing, fire suppression system, electrical, lighting, and floors.

Estimated cost: The lowest responsible bidder total cost for the project, including WA sales tax, is \$402,096.24.

Advanced Planning: Procurement worked with Parks and Recreation and the Consultant to develop the scope of work for the project.

Method of Procurement: A formal advertised bid process was used as the estimated cost of the public works project was greater than \$350K.

Type of Contract: One Time – Construction Services Contract

Term of Contract: The estimated completion of the project is 90 working days after the Notice to Proceed is issued.

Solicitation: Bids were advertised in the Everett Herald, Seattle Daily Journal of Commerce and posted to the ProcureNow website.

Recommended Action: Approve contract award with Accord Contractors, Inc. in the amount of \$402,096.24.

Procurement Officer: Ginny Meads

Date: March 15, 2021

CITY COUNCIL ITEM 90.1-E

CITY OF LYNNWOOD Public Works

TITLE: Interlocal Agreement: with Alderwood Water and Wastewater District for 196th St SW Project

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

The purpose of this agenda item is to enter into an interlocal agreement with Alderwood Water and Wastewater District (AWWD) to outline the roles and responsibilities associated with construction of various waterline improvements located at the intersection of 196th St SW and 36th Ave W as part of the 196th St SW Improvement Project. AWWD recently requested the city add this work to the 196th contract. AWWD will pay 100% of the costs associated with this additional work.

ACTION:

Authorize the Mayor to enter into and execute on behalf of the City an Interlocal Agreement with Alderwood Water and Wastewater District to outline the roles and responsibilities associated with the construction of various water utility improvements as part of the 196th St SW Improvement Project.

BACKGROUND:

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

AWWD owns and operates a large diameter waterline which runs north-south through the intersection of 196th/36th. The waterline is old and needs replacement. As part of the agreement, the City will add the waterline work to the 196th project and construct the work as part of the project. AWWD will pay for all cost associated with this work.

PREVIOUS COUNCIL ACTIONS:

November 16, 2020 Work Session (Briefing: 196th St SW Improvement Project Bid Award)

FUNDING:

All costs associated with this agreement will be paid by AWWD. The work will be paid for initially by the City and then reimbursed by AWWD.

KEY FEATURES AND VISION ALIGNMENT:

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

“be a welcoming city that builds a healthy and sustainable environment” with a “vibrant city center”.
M-3-1

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

DOCUMENT ATTACHMENTS

Description:	Type:
ILA	Backup Material

**INTERLOCAL AGREEMENT
ALDERWOOD WATER & WASTEWATER DISTRICT
AND
CITY OF LYNNWOOD
REGARDING THE 196TH ST SW (SR 524) IMPROVEMENT PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the ALDERWOOD WATER & WASTEWATER DISTRICT, a public utility district (“DISTRICT”) located at 3626 156th Street SW, Lynnwood, WA, 98087 and THE CITY OF LYNNWOOD, a municipal corporation (the “CITY”), for the purposes set forth below.

Recitals

WHEREAS, the CITY is constructing roadway improvements to the 196th Street Southwest Corridor, CITY Project No. 2849 (the “Project”), in the location shown on Exhibit “A” attached hereto (the “Project Location”); and

WHEREAS, the DISTRICT operates and maintains existing water and sanitary sewer facilities in the public road rights-of-way, including the 196th Street Southwest Corridor; and

WHEREAS, the DISTRICT has identified a need to improve existing water facilities within the public right-of-way in the Project Location, as shown on Exhibit “A” (the “Utility Work”); and

WHEREAS, the CITY is the lead agency for the construction of the Project; and

WHEREAS, it is deemed to be in the best interest of the public, the CITY and the DISTRICT to include necessary items of work to accomplish the Utility Work, as requested by the DISTRICT, into the CITY’s construction contract for this Project (the “Construction Contract”); and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to chapter 39.34 RCW in order to jointly accomplish the Project.

NOW, THEREFORE, the CITY and DISTRICT wish to enter into this Agreement outlining the responsibility for the work and associated cost for the inclusion of the Utility Work into the Project.

I. OBJECTIVE OF AGREEMENT

The objective of this Agreement is to set forth the mutual obligations and rights of the CITY and the DISTRICT for the accomplishment of the Utility Work, also known as DISTRICT Project Number W2006 and described in Exhibits “A” and “B” which are attached hereto and incorporated herein by this reference, as part of the City’s Project.

II. RESPONSIBILITIES OF THE PARTIES

A. The CITY shall act as the lead agency on the Project and will be responsible for compliance with the Local Agency Guidelines published by the Washington State Department of Transportation, during the design and construction phases of the Project. The CITY's Project Managers shall act as the administrator of this cooperative undertaking.

B. The CITY shall modify the CITY'S Design Contract to include the DISTRICT's Utility Work into CITY's plans and specifications.

C. The CITY shall (i) negotiate terms for a modification to the CITY's Construction Contract to include DISTRICT's Utility Work; including additional costs and schedule considerations; (ii) execute a Change Order or other Contract modification necessary to include Utility Work in the scope of work for the Project upon DISTRICT approval of the Change Order or other Contract modification; and (iii) administer the Construction Contract, including accountings, making payments to the Contractor, and keeping the Project records, all in accordance with applicable law.

D. The CITY, acting for and on behalf of the DISTRICT, shall provide construction management and inspection for the DISTRICT's Utility Work. The CITY shall provide copies of all daily inspection reports for work involving the DISTRICT's Utility Work on a weekly or other agreed upon interval, establishing quantities and acceptance of work on the DISTRICT's facilities.

E. The DISTRICT will amend the existing agreement between the DISTRICT and the Washington Department of Transportation (WSDOT) Utility Group for the Utility Work under this ILA.

F. The DISTRICT shall be solely responsible for all costs associated with the DISTRICT's Utility Work and shall reimburse the CITY in accordance with the terms of Section V below.

G. The DISTRICT shall make all reasonable efforts to cooperate with the CITY's Contractor in facilitating the DISTRICT's Utility Work and make necessary personnel available to prevent delaying the Contractor's construction schedule. The DISTRICT shall respond promptly to information requests submitted by the City or the City's Contractor regarding the Utility Work; operate existing valves on the DISTRICT's water system; and provide notification of water service interruption to affected properties.

H. The CITY shall provide the DISTRICT with written notification of the completion of the District's Utility Work. The DISTRICT shall, within ten (10) calendar days after date of the CITY'S notification of completion of the DISTRICT's Utility Work, provide the CITY with written notification of any deficiencies in the Utility Work or written notification of acceptance of the Utility Work. The CITY's Contractor shall correct all deficiencies as determined by the DISTRICT in the reasonable exercise of its judgment. If,

after the ten (10) day period, notification of deficiencies has not been received by CITY, the DISTRICT's Utility Work shall be considered complete and accepted by the DISTRICT.

I. The DISTRICT may, if it desires, furnish an inspector for the DISTRICT's Utility Work. Any costs for such inspection will be borne solely by the DISTRICT. All communications between said inspector and the CITY's Contractor shall be through the CITY's onsite representative who will be identified by the CITY.

J. The DISTRICT shall own and maintain the utility facilities constructed under this Agreement from the date of acceptance of the facilities by the DISTRICT. In accordance with this Agreement and the terms of the DISTRICT's franchise, the cost of any future improvements and/or maintenance, repairs, or corrections to any DISTRICT facilities covered under the terms of this Agreement shall be the exclusive responsibility of the DISTRICT unless covered under the contract performance period.

K. The Parties' duties under this Agreement shall be performed in accordance with standard operating procedures and customary practices of the Parties.

L. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

M. The CITY shall (i) require the Contractor to name the DISTRICT as additional insured on insurance furnished by the Contract Specifications and (ii) shall provide copies of insurance documentation to the DISTRICT.

III. DURATION OF AGREEMENT

This Agreement shall become effective immediately upon the signing of all parties and filing or recording under Section XVI of this Agreement, and shall remain in effect until the DISTRICT's Utility Work has been accepted by the DISTRICT and the DISTRICT has paid the CITY in full; provided, that the respective indemnification obligations of the CITY and DISTRICT in Section VIII shall survive the expiration or termination of this Agreement. The parties anticipate that the Project will be completed by December 31, 2023.

IV. SEPARATE ENTITY NOT CREATED

No separate legal entity is created hereby, as each of the Parties is contracting in its capacity as a municipal corporation of the State of Washington.

V. PAYMENT

A. The DISTRICT agrees to set aside funds for payment to the CITY for the DISTRICT's Utility Work in an amount not less than the estimated of cost for the Utility Work design; cost for the Change Order or other Contract modification associated with the DISTRICT's Utility Work and for an amount necessary to reimburse the CITY for construction management, inspection and administration services related to the

DISTRICT's Utility Work. The estimated costs are shown in Exhibit "B" attached hereto and incorporated herein.

B. The CITY shall provide the DISTRICT with invoices showing expenditures on the DISTRICT's Utility Work portion of the Project. Invoices shall be based on Contractor's unit price on the DISTRICT's Utility Work. Undisputed invoices shall be paid by the DISTRICT within thirty (30) days of receipt by the DISTRICT. Payment by the DISTRICT shall not constitute an agreement as to the appropriateness of any item or acceptance of the work so represented.

C. The DISTRICT shall pay the CITY for the following costs:

- (i) 100 percent of the final cost of design of the DISTRICT's Utility Work by the CITY's design consultant for the Project; and
- (ii) 100 percent of the final cost of all contract items related to the DISTRICT's Utility Work, as shown in the Change Order or other Contract modification; and
- (iii) The cost of any extra work associated with the DISTRICT's Utility Work within the 15% contingency, and any costs for extra work that have been approved in accordance with Section VII; and
- (iv) 100 percent of the cost of administration and inspection of the DISTRICT's Utility Work by the CITY's construction management consultant(s) for the Project; and
- (v) A sum not to exceed the amount shown in Exhibit B, for reimbursement of CITY's construction management, contract administration, and overhead expenses.

VI. TERMINATION

A. The CITY has the right to terminate this Agreement if the CITY determines not to undertake the Project or to discontinue the Project by providing written notice of termination to the DISTRICT, in which case the DISTRICT shall only be responsible for the Utility Work costs incurred by the CITY prior to the effective date of the CITY's notice of termination.

B. The DISTRICT has the right to terminate this Agreement prior to the execution of the Change Order or other Contract modification by the CITY and the CITY's Contractor. The DISTRICT shall provide written notice of termination to the CITY, in which case the DISTRICT shall be responsible for all Utility Work costs incurred by the CITY prior to the effective date of the DISTRICT's notice of termination, and all reasonable additional costs incurred by the CITY as a result of the DISTRICT's termination.

C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

VII. AMENDMENTS

This Agreement may be amended at any time by written agreement of both Parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions and changes in the construction work. Reimbursement for increased construction management and/or construction contract amount shall be limited to costs covered by a modification, change order or extra work order approved by both Parties, as follows:

A. Should it be determined that any change from the contract plans and specifications is required, the CITY, through the CITY Public Works Director or his/her designee, shall have authority to make such changes up to the amount of the “Contingency” shown in Exhibit “B”.

B. Any change in the work which would cause the “Grand Total” cost to exceed the amount shown in Exhibit “B”, shall require an amendment to this Agreement, signed by both the CITY’s Public Works Director or his/her designee and DISTRICT’s General Manager or his/her designee, describing changed scope of work and estimated change in the DISTRICT’s Utility Work cost. The DISTRICT shall return a signed copy of the amendment to this Agreement to the CITY within a week via either email or US Mail. Any cost incurred due to the delay of extra funds authorization from the DISTRICT will solely be the DISTRICT’s responsibility.

C. Each Party, in the event of a claim by the construction Contractor, shall be responsible for its share of a claim filed by the Contractor arising out of that Party’s portion of the Scope of Work. Claim expenses shared by the DISTRICT will be considered a change in the work and will follow the procedure set in Part VII.B.

VIII. HOLD HARMLESS AND INDEMNIFICATION

A. The CITY agrees to defend, hold harmless and indemnify DISTRICT and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of the CITY’s participation in this Project including any act or omissions of the CITY, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the CITY or otherwise. The CITY further agrees to defend at its own expense all suits or actions

of whatsoever nature brought against the CITY or DISTRICT, arising from the CITY's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the CITY and DISTRICT shall be shared, based upon the percentage of fault attributed to each Party as either mutually agreed or determined by the trier of fact.

B. DISTRICT agrees to defend, hold harmless and indemnify the CITY and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of DISTRICT's participation in this Project including any act or omissions of the DISTRICT, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the DISTRICT or otherwise. DISTRICT further agrees to defend at its own expense all suits or actions of whatsoever nature brought against the CITY or DISTRICT, arising from DISTRICT's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the CITY and DISTRICT shall be shared, based upon the percentage of fault attributed to each party as either mutually agreed or determined by the trier of fact.

C. The CITY and DISTRICT hereby specifically and expressly waive any and all immunity under industrial insurance, Title 51 of the Revised Code of Washington, and agree that the foregoing waiver was mutually negotiated by the Parties. Further, the indemnification obligations of the Parties under this Agreement shall not be limited in any way by insurance or any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts or other employee benefits acts; provided, however, that the Parties' waiver of immunity by the provisions of this section extends only to claims against DISTRICT by the CITY or claims against the CITY by DISTRICT and does not include, or extend to, any claims by the Parties' employees directly against either Party or claims by any third-party contractor against either Party.

IX. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

X. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the CITY and DISTRICT at the addresses provided below.

The City of Lynnwood:

Alderwood Water & Wastewater District:

David Mach, PE
Public Works Manager/City Engineer
Department of Public Works
19100 44th Ave W
Lynnwood, WA 98036

Luke Moilanen, PE
Engineer
Engineering and Development
3626 156th Street SW
Lynnwood, WA 98087

or to such other respective addresses as either Party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

XII. COMPLIANCE WITH REGULATIONS AND LAWS/INTERPRETATION/VENUE

The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement. Jurisdiction and venue for any action arising out of this Agreement shall be in Snohomish County, Washington.

XIII. ASSIGNMENT

The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

XIV. ATTORNEYS' FEES

If either Party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other Party with respect to this Agreement, and in the further event that one Party shall substantially prevail in such action, the losing Party shall, in addition to all other payments required therein, pay all of the prevailing Party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

XV. NONDISCRIMINATION

Each of the Parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

XVI. FILING

If required, copies of this Agreement shall be filed with the Auditor’s Office of the county in Washington State in which the property or project is located, the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto; Provided that as an alternative, the Agreement may be listed by subject on DISTRICT's or the CITY's web site or other electronically retrievable public source.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

CITY OF LYNNWOOD

ALDERWOOD WATER &
WASTEWATER DISTRICT

Nicola Smith, Mayor

Paul D. McIntyre, Board President

Date

Date

EXHIBIT "B"

196th Street SW (SR 524) Improvement Project (City Project No. 2849)

DESCRIPTION AND ESTIMATED COSTS OF UTILITY WORK

Alderwood Water & Wastewater District, in conjunction with the City of Lynnwood's Project, will have the City's Contractor abandon-in-place existing water main and install new transmission main and appurtenances. An estimate of the scope of Utility Work and associated costs is provided below. The Construction costs shall be revised based upon the negotiated price with the City's Contractor for the project.

Line #	DESIGN Description of Bid Item	Qty.	Unit	Unit Cost	Total Costs
1	Design and Traffic Control Services	1	LS	\$ 27,097.00	\$ 27,097.00
2	Potholing	1	LS	\$ 27,900.00	\$ 27,900.00
5				SUBTOTAL	\$ 54,997.00
Line #	CONSTRUCTION Description of Bid Item	Qty.	Unit	Unit Cost	Total Costs
AWWD1	Surveying	1	LS	\$ 1,500.00	\$ 1,500.00
AWWD2	24" DI Rest. Joint Pipe, CI 51	150	LF	\$ 350.00	\$ 52,500.00
AWWD3	36" Steel Casing Pipe	80	LF	\$ 390.00	\$ 31,200.00
AWWD4	24" BFV 150 PSI	2	EA	\$ 9,000.00	\$ 18,000.00
AWWD5	Abandon Existing Water Main	150	LF	\$ 15.00	\$ 2,250.00
AWWD6	Sawcutting	1	LS	\$ 1,000.00	\$ 1,000.00
AWWD7	Shoring	2400	SF	\$ 1.00	\$ 2,400.00
AWWD8	Bank Run Gravel	222	CY	\$ 50.00	\$ 11,100.00
AWWD9	Connection to Existing Main	2	EA	\$ 6,500.00	\$ 13,000.00
AWWD10	Temporary HMA PG 58H-22	27	TON	\$ 88.00	\$ 2,376.00
AWWD11	AWWD Utility Work Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
AWWD12	AWWD Utility Work Dewatering	1	LS	\$ 5,000.00	\$ 5,000.00
AWWD13	AWWD Utility Work ESC Measures	1	LS	\$ 5,000.00	\$ 5,000.00
20				SUBTOTAL	\$ 150,326.00
21	Subtotal of Bid Items				\$ 205,323.00
22	Sales Tax- Lynnwood (10.5% of Subtotal of Construction Subtotal, Line 20)				\$ 15,784.23
23	Subtotal of Bid Items and Sales Tax				\$ 221,107.23
24	Contingency (15% of Subtotal of Bid Items and Sales Tax Amount, Line 23)				\$ 33,166.08
25	Subtotal of Bid Items, Sales Tax, and Contingency				\$ 254,273.31
26	Construction Inspection & Contract Administration (Estimated as 20% of Subtotal of Construction Items, Line 20)				\$ 30,065.20
27	Administrative Overhead (Est 15% of Construction Inspection & Contract Administration, Line 26)				\$ 4,509.78
28	Total Cost of Utility Work				\$ 288,848.29

CITY COUNCIL ITEM 90.1-F

**CITY OF LYNNWOOD
Administrative Services**

TITLE: Voucher Approval

DEPARTMENT CONTACT: Michelle Meyer, Director

SUMMARY:

Approve claims in the amount of \$3,777,453.53 for the period 3/13/2021 - 4/2/2021.

Approve payroll in the amount of \$1,116,560.89 dated 3/26/2021.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.3-A

CITY OF LYNNWOOD City Council

TITLE: Discussion: City Council Facebook Page

DEPARTMENT CONTACT: Lisa Harrison, Executive Assistant

SUMMARY:

City council will review and discuss a presentation regarding options for a facebook page. Lisa Harrison and Julie Moore will lead the discussion and answer questions from council.

DOCUMENT ATTACHMENTS

Description:	Type:
Facebook Presentation	Backup Material



LYNNWOOD
WASHINGTON

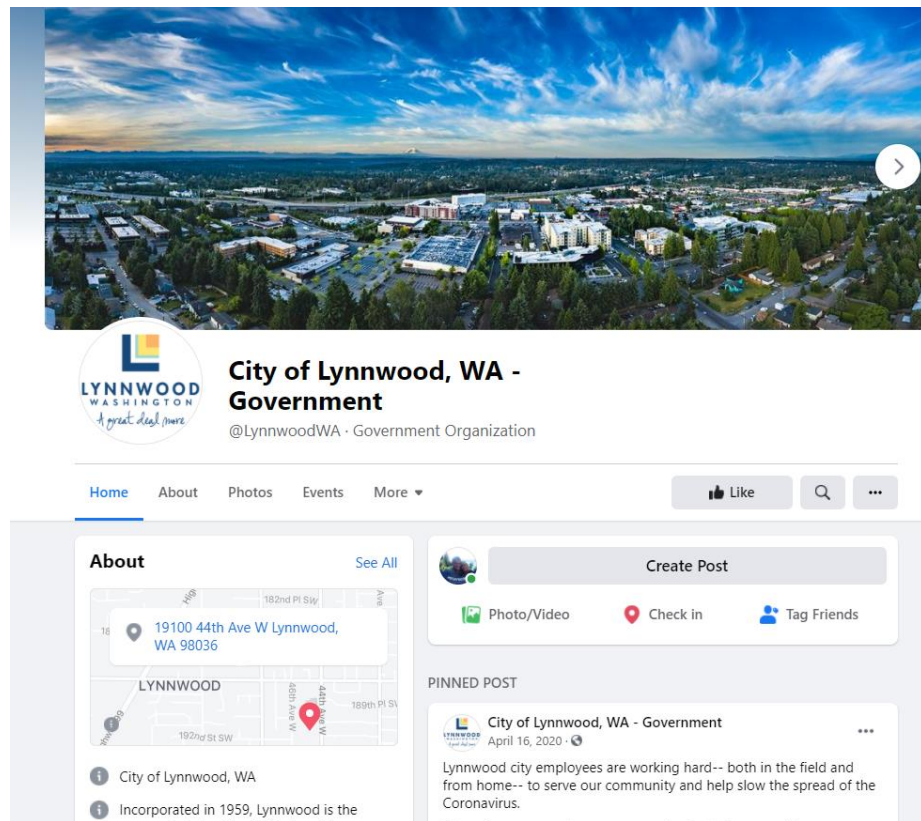
CITY COUNCIL

Lynnwood City Council Facebook Update

April, 2021

Explored two options

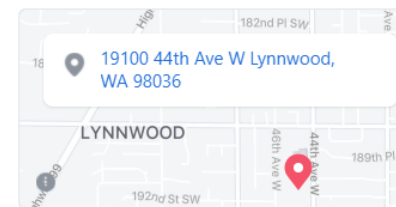
1. Join the City Facebook page



2. Launch council-centric Facebook page City Council



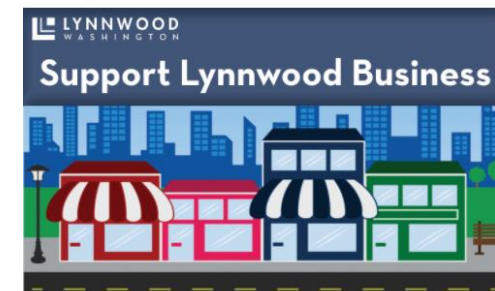
About See All



- City of Lynnwood, WA
- Incorporated in 1959, Lynnwood is the economic hub of South Snohomish County. Situated at the convergence of interstates I-5 and I-405, Lynnwood's acc... See More

90.3-A-3
2,907 people like this including 2 of your

Dear Lynnwood Businesses,
We know this past year has been incredibly difficult as our state responds to the COVID-19 pandemic. Many businesses have been forced to close or reduce their occupancy greatly. The good news is, we have moved into Phase 3 of the Healthy Washington Roadmap to Recovery, and more relief is on the wa... See More



I. Join the City Council Facebook Page

Pros:

- ✓ Already has 4,000+ followers
- ✓ Council already has a presence on the page
- ✓ Most surrounding cities have a city Facebook only, as opposed to a council-centric page

Cons:

- Could get lost amongst all other postings on city page



The City of Lynnwood Facebook page is active and informative

- Includes key happenings, calendar of events and other resources.
- Provides opportunities for council members to add comments to posted items.
- City FB page is monitored and maintained by communications on a daily basis
- Police FB page focused on crime, etc.

City of Lynnwood, WA - Government
 Published by Pio Julie Moore · December 15, 2020 ·

ood Honors Excellence

g the final Council Business Meeting of 2020, Mayor Smith and the Lynnwood City Council
 1ted Excellence Awards to the 2020 recipients. The Honoring Excellence...and a great deal
 awards were created as a way for the City to recognize a City Employee, a Community
 er and a Business that demonstrates excellence, actively contributes to the community,
 ally makes Lynnwood...a great deal more! This year's Excellence Award recipients joined the
 r and City Council via zoom to accept their awards.

ence Award Recipients, pictured on the bottom row, left to right:
 ed Bond, Public Works Manager and Employee Award
 ice Lawson, Community Member Award
 'ol Anne and Dane from Chef Dane Catering, Business Award

ore about this year's Excellence Award Recipients here: <https://lnks.gd/2/NP38R3>



City of Lynnwood, WA - Government
 March 5 at 11:47 AM ·

ore and more Washingtonians will be eligible to receive a COVID-1
 ccination in the coming weeks. Use the www.FindYourPhaseWA.org
 ol to see if/when you are eligible and visit
www.shd.org/covidvaccine for information on how to find a vaccine
 ipment in Snohomish County.

Projected Washington Vaccine Timeline

March 22: Critical workers in some congregate settings; agriculture, food processing, grocery stores, public transit, corrections, first responders, staff and volunteers in congregate living settings.

People ages 16+ who are pregnant or have a disability that puts them at higher r

April 12: People ages 50+ with two or more comorbidities.

April 26: People ages 16+ with two or more comorbidities.

People living in congregate settings, people experiencing homelessness that live
 or access services in congregate settings.

OFFICE OF GOVERNOR IAN MCHESNEY



148 11 Comments 11 Shares

Like Comment Share

Most Relevant

Write a comment...

- Shannon Sessions
 🙌🙌🙌🙌🙌
 Thank you!!
 Like · Reply · 2w
- Alyssa Dawson
 Yall rock!
 Like · Reply · 2w
- Jared Bond
 These guys are amazing!
 Like · Reply · 2w
- Donna Fay Bond
 Good job, guys. Stay safe!
 Like · Reply · 2w
- Emily Litiatco-Robbins
 Thank you! 🙌❤️ Be safe out there

2. Council-centric Facebook page

Among 16 surrounding communities the only ones with a city council Facebook are Bellingham, Edmonds and Seattle

- Edmonds city council has 181 followers vs. 5,500 following the city.
- Bellingham city council has 642 followers vs. 9,995 following the city.
- Seattle city council has 6,229 followers vs. 17,199 following the city.

City Council-centric Facebook (green)

Bellevue	Lake Stevens
Bellingham	Marysville
Bothell	Mill Creek
Bremerton	Mountlake Terrace
Edmonds	Mukilteo
Everett	Renton
Issaquah	Seattle
Kent	Shoreline



Council-centric Facebook pages

Edmonds City Council page is actually local businesses, not the council. Includes election bids. Last post 1/28/2020



Bellingham: Last post 8/28/2020



Seattle: Last post 3/25/21. Use to post proclamations, memorials, announcements, etc.



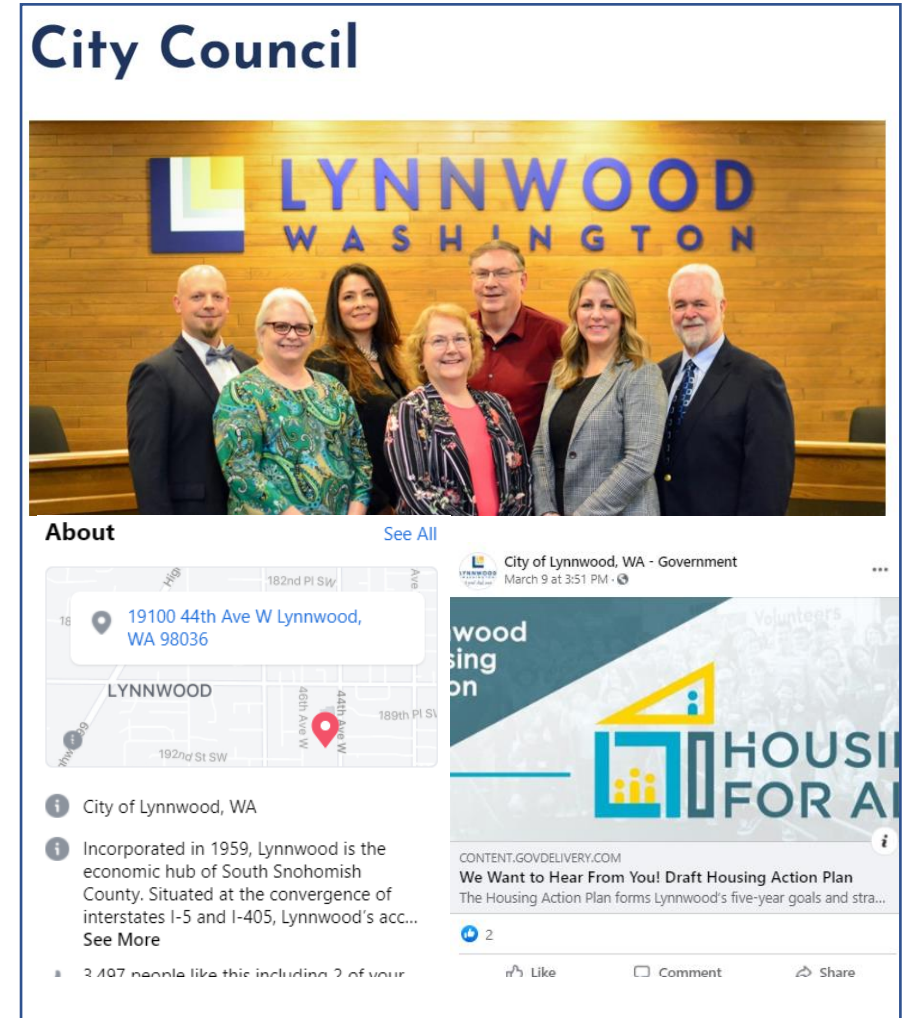
Council-centric Facebook pages

Pros:

- ✓ Provides a forum for council activities such as meetings, events, announcements.
- ✓ Could build a following that could provide input to council on various issues.

Cons:

- Stand-alone page requires daily content or people stop engaging.
- Does not build off of the 4,000 already engaged with city fb (can include links, etc. to encourage involvement).



Either way, we will use unique graphics for City Council posts

- City Council Meeting reminders
- Coffee with the Council announcements
- Get to know your Council Member
- Individual postings about an event or other happening
- Will be part of a larger outreach effort as things begin opening up.



Examples for illustration only





**City of Lynnwood, WA -
Government**

@LynnwoodWA - Government Organization

Next Steps!

- Develop a publishing calendar
 - Lisa to add reminders about upcoming council meetings
 - Rotating weekly postings by council members
 - Feature biography by each member- passions and experiences
 - Events and actions council wants posted
 - Schedule for virtual coffees on zoom- who and when
- Check in at 3-6 months to discuss how it is working



LYNNWOOD
WASHINGTON

A great deal more

Discussion:

- Council-centric or city page?
- Additional ideas on page contents, etc.?

CITY COUNCIL ITEM 90.3-B

CITY OF LYNNWOOD City Council

TITLE: Election: Liaison to Alliance for Housing Affordability Board

DEPARTMENT CONTACT: Council President George Hurst

SUMMARY:

An election will be held in order to determine who will fill the liaison position to the Alliance for Housing Affordability Board which was vacated by council member Cotton. Nominations will be held followed by a vote by council members.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM 90.3-C

CITY OF LYNNWOOD City Council

TITLE: Scheduling Motion: Council Vacancy Interviews

DEPARTMENT CONTACT: Council President George Hurst

SUMMARY:

Motion to approve special meetings on May 12 and May 13, 2021 to interview qualified candidates for the vacancy left by Council Member Ian Cotton, position #2. This position will end on December 31, 2021.

DOCUMENT ATTACHMENTS

Description:	Type:
Motion for 5/12, 5/13 special meeting	Backup Material

**Maker of Motion:
Council President Chair George Hurst**

Scheduling Motion

Motion:

I move to schedule Special Council Meetings Wednesday, May 12 and Thursday, May 13, 2021 from 6:00pm – 9:00 pm via zoom. The purpose is to interview candidates for the open council position #2 vacated by Ian Cotton which will end on December 31, 2021.

Seconded by _____

Passed/Failed _____

Adopted by City Council at the April 12, 2021 Business meeting

CITY COUNCIL ITEM 90.3-D

**CITY OF LYNNWOOD
Executive**

TITLE: Executive Session, Potential Litigation

DEPARTMENT CONTACT: Karen Fitzthum, Acting City Clerk and Chief Procurement Officer

SUMMARY:

Council will hold an executive session to discuss current and potential litigation.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available