**LYNNWOOD CITY COUNCIL**
**Business Meeting** **Date: Monday, May 24, 2021**
**This meeting will be held electronically via Zoom. See the City of Lynnwood website for details.** **Time: 6:00 PM**

---

10 CALL TO ORDER & FLAG SALUTE

20 ROLL CALL

30 APPROVAL OF MINUTES

- **A** Approval of Minutes: Council VP Smith

40 MESSAGES AND PAPERS FROM THE MAYOR

50 PUBLIC COMMENTS AND COMMUNICATIONS

60 PRESENTATIONS AND PROCLAMATIONS

- **A** Proclamation: LGBTQ+ Pride Month

70 WRITTEN COMMUNICATIONS AND PETITIONS

80 COUNCIL COMMENTS AND ANNOUNCEMENTS

90 BUSINESS ITEMS AND OTHER MATTERS

90 .1 UNANIMOUS CONSENT AGENDA

- **A** Lease Agreement Golf Course Warehouse
- **B** Contract Amendment S Lynnwood Sub-Area Plan Consultant Services
- **C** Lease Agreement Police Impound Lot
- **D** Lease Agreement Police Evidence Warehouse
- **E** Agreement: Lynnwood 40th Multiple-Unit Housing Property Tax Exemption
- **F** Contract Supplement: 188th Street SW Flood Wall
- **G** Voucher Approval

90 .2 PUBLIC HEARINGS OR MEETINGS

- **A** Six-Year Capital Facilities Plan (CFP) and Six-Year Transportation Improvement Program (TIP) 2022 - 2027

90 .3 OTHER BUSINESS ITEMS

- **A** Executive Session - Qualifications of Candidates for Council Position #2
- **B** Final Vote: Council Position #2

**C** Resolution: Housing Action Plan Adoption

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 fisica para acceso, asi como otros ajustes razonables. Pueden comunicarse al numero 425-670-5023 antes de las 3:00 pm del Viernes antes a la reunión. Las personas con discapacidad auditiva o con problemas de audición pueden comunicarse con el patrocinador del evento a través del Washington Relay Service al 7-1-1."**

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

# CITY COUNCIL ITEM 30-A

# CITY OF LYNNWOOD
## City Council

**TITLE:** **Approval of Minutes: Council VP Smith**

**DEPARTMENT CONTACT:** **Lisa Harrison, Executive Assistant**

## SUMMARY:

Approval of Minutes for the following meetings:

- April 19, 2021 Work Session Revised
- May 3, 2021 Work Session
- May 10, 2021 Business Meeting
- May 12, 2021 Special Work Session
- May 13, 2021 Special Work Session

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| April 19 WS minutes REVISED | Backup Material |
| May 3, 2021 Work Session Minutes | Backup Material |
| May 10, 2021 Business Meeting Minutes | Backup Material |
| May 12, 2021 Special Work Session MInutes | Backup Material |
| May 13, 2021 Special Work Session Minutes | Backup Material |

**MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL**
**HELD MONDAY, APRIL 19, 2021 AT 6:00 p.m. VIA ZOOM**

## A. Roll Call:

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

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

Others Attending:
Finance Director Michelle Meyer
Strategic Planner Corbitt Loch
Public Works Supervisor Kris Olson
Public Works Director Bill Franz
Deputy PW Director Les Rubstello
Operations & Maintenance Manager Jared Bond
Planning Manager Ashley Winchell
Senior Planner Kristen Holdsworth
Deputy P&R Director Sarah Olson
Building Official - Robert Mathias

Guests:
Alex Mehn, Community Transit
Jennifer Hass, Community Transit

---

## B. Briefing: Community Transit Alternative Transportation Service Pilot (00:5:00)

Deputy P&R Director Sarah Olson introduced Alex and Jennifer of Community Transit. They presented various programs they are exploring to help overcome the barrier of access to public transit. The pilot will take place in Lynnwood, in the 188th Street area providing access to Edmonds College and the mall. Council members asked questions. Council Member Altamirano-Crosby requested a copy of the focus group study and stressed that it will be very important to inform community members in their native language (Spanish, Korean, etc.).

## C. Briefing: Housing Action Plan Adoption (01:00:00)

Planning Manager Ashley Winchell and Senior Planner Kristen Holdsworth gave a final briefing of the plan in preparation of the hearing on May 10th. The draft will be released on April 21. Four council members would like to have copies printed and available at the office by Friday morning.

## D. Break (1:15:00)

## E. Briefing: Lynnwood Utilities Update (1:28:00)

Public works director Bill Franz and team reviewed the status of water, sewer, and stormwater facilities in Lynnwood. They discussed capital projects, Utility finances, planning and rates. Their goal is to plan for the next 20 years. The current crew is struggling to keep up with aging facilities. Public works will be doing a study with a consultant to optimize utility rates and staffing needs. Council members were given the opportunity to ask questions and make comments.

## F. Briefing: Overview of Scoring Process for Vacancy

Council President Hurst discussed the schedule for the vacancy process to fill position #2, previously held by Ian Cotton. Council members will receive all eligible applications on Saturday, April 24th. They will review all applications and give a score to the answers to the

two questions on the application, due to Interim Clerk Fitzthum by May 2. The council discussed using set questions versus tailoring questions for each applicant. Council Vice President Smith suggested that if a council member wants to ask the same thing in each interview, they should send Lisa their question who will distribute it to the council.

**G. Mayor Comments and Questions (2:26:00)**

Mayor Smith announced that it is more important than ever to remain diligent about Covid-19, remaining masked and maintaining social distancing. Washington and Snohomish County are going in the wrong direction with growing numbers of cases in the past couple of weeks. She stated that we may face a roll-back in phases if this does not slow down.

**H. Council Comments**

Council President Hurst asked if the city should review the need for increased pay for grocery workers, as passed by Edmonds recently.

Council Vice President Smith asked the attorney to research the drug possession law. This request was supported by Council President Hurst and Council Member Sessions.

The meeting was adjourned at 8:32 p.m.

_____

Nicola Smith, Mayor

# MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL
# HELD MONDAY, MAY 3, 2021 AT 6:00 p.m. VIA ZOOM

## A. Roll Call:

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

Others Attending:
Parks & Rec Director Lynn Sordel
Asst. City Administrator Art Ceniza
Interim City Clerk Karen Fitzthum
Executive Assistant Lisa Harrison
City Attorney Rosemary Larson

---

## B. Comments and Questions on Memo Items (0:01:00)

Council Vice President Smith had a question regarding the land lease with Edmonds college. Director Sordel was present to assist with the questions. Smith suggested that they meet with Attorney Larson separately on the issue relating to the contract. A meeting will be scheduled.

## C. Executive Session- candidate discussion (0:15:00)

Mayor Smith announced that the council will be going into executive session to discuss the applicants for the vacancy, position #2.

## D. Top candidates and scheduling lottery (1:20:00)

Clerk Fitzthum tallied votes and announced the top 8 candidates. She then drew names in random order to develop the schedule as follows:

| | **May 12th** | | | **May 13th** |
|---|---|---|---|---|
| 1 | Michael Miller | | 1 | Patrick Decker |
| 2 | Nick Coelho | | 2 | Christine Eck |
| 3 | Nicole Guenther | | 3 | Neil Weiss |
| 4 | Nazanin Lashgari | | 4 | Michael Wojack |

## E. Mayor Comments and Questions (1:24:00)

Mayor Smith thanked all of the 18 applicants for their interest and hopes they are all inspired to serve even if they were not selected tonight.

## F. Council Comments

Council members also thanked applicants for their interest. Council Member Smith requested that the council receive the applications of the final 8 candidates in order of interview.

The meeting was adjourned at 7:29 p.m.

_____
Nicola Smith, Mayor

# CITY OF LYNNWOOD
# CITY COUNCIL BUSINESS MEETING MINUTES
# May 10, 2021

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

20. ROLL CALL

Mayor & Council:

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

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

---

30. APPROVAL OF MINUTES

Motion made by Council President Hurst, seconded by Smith to approve the following minutes as written:

- April 19, 2021 Work Session Minutes
- April 21, 2021 Work Session Minutes
- April 22, 2021 Finance Committee meeting minutes
- April 26, 2021 Business Meeting Minutes

Council member Frizzell had questions and requested amendments to the 4/19/21 minutes. Executive Assistant Harrison will pull April 19th minutes and review the video recording for accuracy. All other minutes were approved unanimously.

40. MESSAGES AND PAPERS FROM THE MAYOR

Mayor Smith announced that it has never been easier to get a Covid vaccination. The sites are now accepting walk ins, but prefer you make an appointment. Nearest are Edmonds College and the Park & Ride site. Pfizer has been authorized to administrate to teens as of today. The Mayor and others are working to have community pop ups at schools where possible.

50. CITIZENS COMMENTS AND COMMUNICATIONS

Members of the public were welcomed to speak to council. The following made comments at the meeting:

- Elizabeth Lunsford 98037
- Louisa Mackenzie 98037
- Ted Hikel 98036

Mayor Smith read aloud a letter from Randal Elder, 98036

Mayor Smith mentioned that the city received several emails regarding the Housing Action Plan which she will read during the housing action plan public hearing.

60. PRESENTATIONS AND PROCLAMATIONS

None

70. WRITTEN COMMUNICATIONS AND PETITIONS

A written comment was read from Beth Morris of Lynnwood.

80. COUNCIL COMMENTS AND ANNOUNCEMENTS

Council members made comments regarding National Prayer Day and Mother's Day.

90. BUSINESS ITEMS AND OTHER MATTERS

90.1 UNANIMOUS CONSENT AGENDA

Items listed below were distributed to Councilmembers in advance for study and were enacted with one motion. Motion made by Council Member Shannon Sessions to adopt the following Consent Agenda items:

A. Authorize the Mayor to approve an addendum to the Golf Course Lease between Edmonds College and the City of Lynnwood.

B. Authorize the Mayor to execute a contract with EGM, Inc., dba MENG Analysis, in the amount of $153,666.00.

C. Voucher Approval
- Approve claims in the amount of $3,677,328.95 for the period 4/17/2021 - 4/30/2021.
- Approve payroll in the amount of $1,122,317.76 dated 4/23/2021

90.2 PUBLIC HEARINGS OR MEETINGS

A. Public Hearing: Housing Action Plan- Kristen Holdsworth.
The Mayor announced that the public may express their views. Decisions will not be made without a public hearing. Each person can have up to 3 minutes. The mayor asked if any council members had a conflict of interest regarding this issue. All responded that they do not have a conflict.
- DBS Director David Kleitsch, Kristen Holdsworth, Senior Planner and Ashley Winchell, Planner presented an overview of the Housing Action Plan, including goals and strategies as well as policy and code review. They also shared the outreach and community involvement done throughout the process as well as the key recommendations.
- Council vote is scheduled for the 24th. Council members had no comments.

Public comments

| | |
|---|---|
| Pam Hurst 98037 | Nick Coelho 98036 |
| Terri Cleveland 98037 | Steven Li 98037 |
| Duane Landsverk 98036 | Ted Hikel 98036 |
| Robert Larsen 98037 | Beverly Hikel 98036 |
| Louisa Mackenzie 98037 | Nicole Guenther 98036 |
| Virginia Rothstadt 98037 | |

Written comments read by mayor:

- Cami Morrill, Camano Island Association of Realtors 98201
- Duane Landsverk 98036
- Steven Li 98037

More public comments

- Patrick Crosby 98036
- Ted Hikel 98036
- Ali B 98037

Council President Hurst stated the council now needs to deliberate at the business meeting on May 24, 2021 before the vote.

The hearing was closed at 8:05 by the mayor, who thanked all participants.

BREAK (8:20)

100 NEW BUSINESS

A. Scheduling Motion: Council Vacancy Special Meeting

Motion was made by Council President Hurst, seconded by Council Member Altamirano-Crosby, to schedule a Special Business Meeting on Monday May 17, 2021 immediately following the Work session via zoom. The purpose is to take action on the vacant Council position appointment process. The special meeting should include an executive session.
Motion to have the special meeting passed unanimously.

90 .3 OTHER BUSINESS ITEMS

A. Briefing: Human Services Commission

Director Lynn Sordel, staff liaison to the commission, introduced the core members of the Human Services commission who presented their recommendations to the council. Presenters included Chair Chris Collier, Vice Chair Vanessa Villavicencio, Pam Hurst, Michelle Reitan, Mary Anne Dillon, Kris Hildebrandt, and Christine Thomas.

Motion made by Council Vice President Smith to extend the meeting through 90.3 B and skip C, seconded by Sessions, not passed. Motion made by Council President Hurst, seconded by Council Member Altamirano-Crosby to extend the meeting by 20 minutes, Motion passed.

B. Discussion: Interview questions for candidates

- Council President Hurst wanted to make sure all council members were aware of the procedure for the interview process. He explained that they can ask various questions depending on the candidate. CP Frizzell brought up the question of whether or not they are running. Some felt it was important to have a unique question for each candidate. They explained the fact that all candidates can watch all the interviews, therefore we do not want to have set questions to give the later candidates an advantage.

- Hurst explained that the May 17 special meeting will go into a business meeting-exec session, then vote in public.

## 110 ADJOURNMENT

The meeting was adjourned at 9:20 p.m.

_____

Nicola Smith, Mayor

# MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL
# HELD WEDNESDAY, MAY 12, 2021 AT 6:00 p.m. VIA ZOOM

## A. Roll Call:

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

---

## B. Interviews for Council Vacancy

Council members interviewed the following candidates for vacant position #2. Interviewees gave an opening and closing statement and each council member asked each interviewee one question.

Interview #1- Michael Miller

Interview #2- Nick Coelho

Interview #3- Nicole Guenther

Interview #4- Nazanin Lashgari

The meeting adjourned at 7:23 pm.

_____
Nicola Smith, Mayor

# MINUTES OF THE WORK SESSION OF THE LYNNWOOD CITY COUNCIL
# HELD THURSDAY, MAY 13, 2021 AT 6:00 p.m. VIA ZOOM

## A. Roll Call:

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

---

## B. Interviews for Council Vacancy

Council members interviewed the following candidates for vacant position #2. Interviewees gave an opening and closing statement and each council member asked each interviewee one question.

Interview #1- Patrick Decker

Interview #2- Christine Eck

Interview #3- Neil Weiss

Interview #4- Michael Wojack

The meeting adjourned at 7:25 pm.

_____
Nicola Smith, Mayor

# CITY COUNCIL ITEM 60-A

## CITY OF LYNNWOOD
## Executive

**TITLE:** **Proclamation: LGBTQ+ Pride Month**

**DEPARTMENT CONTACT:** **Julie Moore, Public Affairs Officer**

**SUMMARY:**

A proclamation is to be read and adopted recognizing June as Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Pride Month in the City of Lynnwood.

**DOCUMENT ATTACHMENTS**

| Description: | Type: |
|---|---|
| Proclamation: LGBTQ+ Pride Month | Backup Material |

LYNNWOOD
WASHINGTON
*A great deal more*

# Proclamation

City of Lynnwood

**Recognition of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month**

WHEREAS, our nation was founded upon, and is guided by a set of principles that includes that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness, and that each shall be accorded the full recognition and protection of law; and

WHEREAS, the City of Lynnwood is committed to being a safe, welcoming and equitable community for all people regardless of race, ethnicity, socioeconomic status, age, sexual orientation, gender identification, country of origin, or any other identity; and

WHEREAS, the month of June was chosen for Pride Month to commemorate the June 28, 1969 New York City Stonewall Riots that sparked the Lesbian, Gay, Bisexual, and Transgender civil rights movement; and

WHEREAS, the fight for full and equal recognition and protection of the fundamental rights and liberties for lesbian, gay, bisexual, transgender, and queer people is reflected in the tireless dedication of advocates, allies, and supportive families who strive to forge a more inclusive society; and

WHEREAS, during the month of June, Pride celebrations are held throughout our country and encourage residents to honor the history of the fight for equality, celebrate the distance come, and recognize how far there is yet to go; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Nicola Smith, and the Lynnwood City Council, proclaim June as LGBTQ+ Pride Month and we call upon all people of Lynnwood to join us in celebrating the great contributions of the LGBTQ+ community and stand with us to ensure that all members of our community feel safe and welcomed in Lynnwood.

Nicola Smith, Mayor
May 24, 2021

George Hurst, City Council President
May 24, 2021

# CITY COUNCIL ITEM 90.1-A

## CITY OF LYNNWOOD
## Administrative Services

**TITLE:** **Lease Agreement Golf Course Warehouse**

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

## SUMMARY:

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

## ACTION:

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

## BACKGROUND:

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

## FUNDING:

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

## ADMINISTRATION RECOMMENDATION:

Approve.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Procurement Report | Backup Material |

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

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

# CITY COUNCIL ITEM 90.1-B

# CITY OF LYNNWOOD
## Administrative Services

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

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

## SUMMARY:

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

## ACTION:

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

## BACKGROUND:

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

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

## FUNDING:

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

## ADMINISTRATION RECOMMENDATION:

Approve.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Procurement Report | Backup Material |

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

| |
|---|
| **Purpose of Contract:**<br><br>The City of Lynnwood has an existing contract with BHC Consultants to perform public outreach, deliver an existing conditions survey and provide recommendations to the City related to the South Lynnwood Sub-Area Plan project. The pandemic has caused some delays and a shift in services using video calls, electronic surveys, and other online methods for community engagement. The scope of work requires adjustment to allow for the pandemic barriers. |
| **Cost:**<br><br>The original contract amount was $175,000. Amendment 1 increased the contract total by $6,117. This proposed amendment will increase the contract total by $30,930, establishing a new contract amount of $212,047.<br><br>Amendment 2 extended the contract period to December 31, 2021. |
| **Advanced Planning:**<br><br>Procurement staff worked closely with Development & Business Services staff and the consultant to development a contract amendment for the revised scope of work. |
| **Method of Procurement:**<br><br>N/A. This is a contract amendment to an existing contract. |
| **Type of Contract: One time buy? Services**<br><br>One time Consultant Services contract. |
| **Term of Contract:**<br><br>Contract period is from May 28, 2019, through December 31, 2021. |
| **Solicitation:**<br><br>The original contract was established from a formal Request for Proposal solicitation process. |
| **Recommended Action:**<br><br>Approve contract amendment 3 with BHC Consultants for consulting services related to the South Lynnwood Sub-Area Plan project and establishing a new contract amount of $212,047. |
| **Procurement Officer / Date:**<br><br>Ginny Meads, April 22, 2021 |

# CITY COUNCIL ITEM 90.1-C

## CITY OF LYNNWOOD
## Administrative Services

**TITLE:** **Lease Agreement Police Impound Lot**

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

## SUMMARY:

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

## ACTION:

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

## BACKGROUND:

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

## FUNDING:

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

## ADMINISTRATION RECOMMENDATION:

Approve

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Procurement Report | Backup Material |

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

| |
|---|
| **Purpose of Contract:**<br>The City of Lynnwood Police Department requires a secure location for vehicle impounds. In the past, a lot was leased from Edmonds College. The lease agreement period is expiring, and a new renewal lease agreement is required. |
| **Cost (including sales tax, if applicable):**<br>The total cost for the five-year lease period is $402,000. |
| **Advanced Planning:**<br>Procurement staff worked with the Police Department and State of Washington/Edmonds College to establish a new renewal lease. |
| **Method of Procurement:**<br>There is an established interlocal agreement with the State of Washington/Edmonds College for this lease. |
| **Type of Contract: One time buy? Services**<br>Lease agreement. |
| **Term of Contract:**<br>The lease is for five years beginning May 1, 2021 through April 30, 2026. The lease may be renewed for an additional five years upon agreement by both parties. |
| **Solicitation:** N/A |
| **Recommended Action:**<br>Approve the five-year lease agreement with the State of Washington/Edmonds College for the police vehicle impound lot in the amount of $402,000. |
| **Procurement Officer / Date:**<br>Ginny Meads, April 21, 2021 |

# CITY COUNCIL ITEM 90.1-D

## CITY OF LYNNWOOD
## Administrative Services

**TITLE:** **Lease Agreement Police Evidence Warehouse**

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

## SUMMARY:

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

## ACTION:

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

## BACKGROUND:

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

## FUNDING:

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

## ADMINISTRATION RECOMMENDATION:

Approve.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Procurement Report | Backup Material |

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

| |
|---|
| **Purpose of Contract:**<br>The City of Lynnwood Police Department requires a secure building location for evidence storage and other business operations. In the past, a section of a warehouse and parking stalls was leased from Edmonds College. The lease agreement period is expiring, and a new renewal lease agreement is required. Upon completion of the new Community Justice Center, the department will review the need to continue leasing this facility. |
| **Cost (including sales tax, if applicable):**<br>Total cost for 2021 and 2022 is $147,500 Beginning in 2023, the month-to-month cost is $7,375. |
| **Advanced Planning:**<br>Procurement staff worked with the Police Department and State of Washington/Edmonds College to establish a new renewal lease, with the option to extend month to month as needed. |
| **Method of Procurement:**<br>There is an established interlocal agreement with the State of Washington/Edmonds College for this lease. |
| **Type of Contract: One time buy? Services**<br>Lease agreement. |
| **Term of Contract:**<br>The lease agreement begins on May 1, 2021 and continues through December 31, 2022. At this time, the lease may be extended month to month upon agreement by both parties. |
| **Solicitation:** N/A |
| **Recommended Action:**<br>Approve the initial lease agreement with the State of Washington/Edmonds College for the police evidence storage facility in the amount of $147,500 and the optional month to month lease amount of $7,375. |
| **Procurement Officer / Date:**<br>Ginny Meads, April 21, 2021 |

# CITY COUNCIL ITEM 90.1-E

# CITY OF LYNNWOOD
## Economic Development

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

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

## SUMMARY:

***Please refer to materials pertaining to this Agreement that were provided to Council at the Work Session on May 17, 2021.***

On May 17, 2021, the Council was provided the proposed Multiple-Unit Housing Property Tax Exemption (MFTE) agreement for the Lynnwood 40th project. Attached to this memorandum is the proposed agreement. Exhibits to the agreement were provided to Council in the Work Session packet on May 17, 2021.

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

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

The City Attorney has reviewed and approved the proposed agreement.

## POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

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

## ACTION:

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

## BACKGROUND:

Attached to this memo is the proposed agreement. Please refer to materials pertaining that were provided to Council at the Work Session on May 17, 2021.

## PREVIOUS COUNCIL ACTIONS:

On May 17, 2021, the City Council received a memo for future action on the project.

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

## KEY FEATURES AND VISION ALIGNMENT:

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

## ADMINISTRATION RECOMMENDATION:

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

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Attachment 1: Lynnwood 40th Multiple-Unit Housing Agreement | Backup Material |

**MULTIPLE-UNIT HOUSING PROPERTY TAX EXEMPTION AGREEMENT BY AND BETWEEN THE CITY OF LYNNWOOD AND LYNNWOOD OWNER, LLC FOR THE LYNNWOOD 40th**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of ____, 2021, by and between the City of Lynnwood, a Washington municipal corporation, hereinafter the "City," and Lynnwood Owner, LLC, a LIMITED LIABILITY CORPORATION, hereinafter the "Developer."

**RECITALS**

**A.** On March 14, 2005, the City Council adopted the City Center Sub-Area Plan (Ordinance 2553) and the City Center zoning and design guidelines (Ordinance 2554), and on July 10, 2006, the Council adopted Ordinance 2625 amending the Official Zoning Map.

**B.** The City has an interest in encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use.

**C.** On May 29, 2007, the City Council adopted Ordinance 2681 under the authority granted to it under Chapter 84.14 RCW designating the City Center Sub-Area as a Designated Residential Target Area and establishing the Multiple-Unit Housing Property Tax Exemption.

**D.** Ordinance 2681 enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Snohomish County Assessor that the owner is eligible to receive a limited property tax exemption.

**E.** On September 25, 2020, the Developer submitted for Project Design Review (the "PDR"), for a 359 unit multiple-unit building with structure parking development known as Lynnwood 40th ("Project") to be located at 19820 40$^{TH}$ AVENUE WEST in Lynnwood, Washington and consisting of existing Tax Parcel Number(s) 00372600701310(the "Property").

**F.** On October 27, 2020, the City determined the PDR application was technically complete.

**G.** On October 30, 2020 the City circulated the PDR for public comment in compliance with LMC 1.35 including opportunity for comment on the Project.

**H.** On DATE (PENDING) the City advertised a SEPA Determination of Non-Significance (DNS) and no appeals were received.

**I.** On October 27, 2020, the Developer submitted an application for the Multiple-Unit Housing Property Tax Exemption to the City for the Project.

**J.** On DATE (PENDING), the City approved the PDR application for the Project.

**K.** In order to satisfy requirements under LMC 3.82.080.A qualifying the Project for the Multiple-Unit Housing Property Tax Exemption ("MFTE"), the City and Developer desire to enter into this Multiple-Unit Housing Property Tax Exemption Agreement ("Agreement") for the Project.

**SECTION 1. GENERAL PROJECT DESCRIPTION**

**1.1** **Parties to Development Agreement.** The parties to this Agreement are:

a) The "City" is the City of Lynnwood, 19100 44th Ave West, Lynnwood Washington 98046.

b) The "Developer" is Lynnwood Owner, LLC, a LIMITED LIABILITY CORPORATION (or its assignees as permitted under Section 2.11 and Section 3.2 below) which is a private enterprise that owns or is under contract to purchase the Property in fee, and whose principal office is located at 1420 Fifth Avenue, Suite 2200, Seattle, WA 98101.

**1.2** **Site.** The Property on which the Project will be located consists of approximately 108,112 square feet and is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference. The Property is located within the City Center-Core zone. There are no structures listed on the City of Lynnwood's historic register located on the Property.

**1.3** **Existing Uses.** The Project site contains a 1-story commercial structure. There are no residential units currently on the Project site.

**1.4** **Project.** The PDR application received by the City on September 25, 2020 describes the Project as the development and use of the Property with 359 new multi-family residential units with approximately 233,866 square feet of residential unit area, 9,922 square feet of commercial area, 57,273 square feet of storage and common area, and 82,141 square feet of garage area containing 100% of the off-street parking for the Project. The Project is further illustrated in **Exhibit B**, attached hereto and incorporated by this reference.

**1.4.1** **Flexibility.** The Project shall be allowed minor flexibility of up to a 5% increase of identified units and square footages identified in Section 1.4; however, the Project must substantially be of the same character as that approved in the PDR. The Development Business Services Director, or designee, shall have the authority to determine whether the Project will be substantially of the same character as the Project approved in the PDR, which decision shall be final. If a significant alteration of the PDR is required to accommodate public infrastructure projects, such an alteration may be approved by the Development & Business Services Director, or designee, to accommodate public improvements. All other significant changes to the Project would require an amendment to the Agreement approved by City Council.

**1.5** **Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

## SECTION 2. MULTIPLE-UNIT HOUSING PROPERTY TAX EXEMPTION AGREEMENT

To carry out the language and intent of LMC 3.82, the parties agree as follows:

**2.1** **Application.** The Developer submitted a complete Multiple-Unit Housing Property Tax Exemption application that satisfied the requirements of LMC 3.82.070, a copy of which is attached hereto as **Exhibit C**, on October 27, 2020, prior to application for building permit pursuant to LMC 3.82.070.

**2.1.1** **Housing Construction.** The Developer agrees to construct on the Property at least 359 of new or additional multi-family residential housing units [Reviewer to verify eligibility per LMC 3.82.060.D(3)] for permanent residential occupancy, as defined in LMC 3.82.030(E), as part of PDR Application File No. PDR-009532-2020 submitted September 25, 2020. The multiple-unit housing constructed as part of the Project must provide for a minimum of fifty percent of the space for permanent residential occupancy.

**2.1.2** **Building Design.** Such housing shall be of high quality and finish materials appropriate to the design standards in the City Center Design Guidelines. The intention for the exterior design and materials is demonstrated by the Project approved in the PDR and the intention for the interior design and materials are demonstrated by the images in **Exhibit B**.

**2.1.3** **Construction Standards.** The proposed multiple-unit housing units in the Project must be constructed to standards established for condominium construction or better as illustrated in **Exhibit D.**

**2.1.4** **Green Building.** The Project shall be designed to the LEED™ Silver Standard as established by the U.S. Green Building Council (USGBC) as demonstrated in **Exhibit E.**

**2.2** **MFTE Program.** The Developer shall apply to the City for a Final Certificate of Tax Exemption prior to the three-year expiration of the Conditional Certificate, including any extension of the Conditional Certificate under Section 2.5 below.

For 12 successive years of exemption from ad valorem property taxation, beginning January 1st of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption, the Developer shall commit to renting or selling at least twenty percent (20%) of the multifamily housing units as affordable housing to low-income and moderate income households, in accordance with RCW 84.14.020(1)(a). For purposes of this Agreement, the terms "affordable housing," "low income household" and "moderate income household" shall have the meanings stated in RCW 84.14.010, as now existing and as may be amended in the future.

**2.3** **Compliance with Codes.** The Developer agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements. The Project must comply with all applicable provisions of the comprehensive plan, development regulations, building code, fire code, housing code, zoning code, and any development guidelines for the Residential Targeted Area. For the duration of the property tax exemption authorized under this Agreement, the Property shall have no violations of applicable city codes and ordinances, including but not limited to zoning requirements, land use regulations and building and housing requirements for which a notice of violation has been issued and is not resolved by compliance, withdrawal or other final resolution.

**2.4** **Conditional Certificate of Acceptance.** The City agrees to issue the Developer a Conditional Certificate of Acceptance of Tax Exemption upon execution of this Agreement by both parties, in accordance with LMC 3.82.080.

**2.5** **Term of Conditional Certificate of Acceptance.** The Developer agrees to complete construction of the Project within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption pursuant to LMC 3.82.080, or within any extension thereof granted by the City in its sole discretion, with any extension not to exceed 24 consecutive months. The Conditional Certificate of Acceptance shall expire three years after the date of its issuance, or upon the conclusion of any extension period. Upon the City's issuance of the Conditional Certificate of Acceptance, if requested by Developer, the City and Developer shall execute a voluntary covenant setting forth the restrictions on the Property set forth in the Conditional Certificate of Acceptance and the term of such restrictions on the Property, in such form as reasonably acceptable to Developer and the City (the "Covenant"). Developer may, as determined in Developer's sole discretion, record such Covenant with the recording office of Snohomish County at the cost and expense of Developer.

**2.6** **Final Certificate.** For application for the Final Certificate, the Developer agrees, upon completion of the Project improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community Development Director, or the Director's designee, the following:

**2.6.1** A statement of expenditures made with respect to each multiple housing unit in the Project and the total expenditures made with respect to the entire Property;

**2.6.2** A description of the completed Project work and a statement of qualification for the exemption;

**2.6.3** A statement that the Project meets the affordable housing requirements; and

**2.6.4** A statement that the Project work was completed within the required three-year period or any authorized extension. Within 30 days of receipt of all materials required for the Final Certificate, the Community Development Director, or designee, shall determine whether the Project improvements satisfy the requirements of LMC 3.82.

**2.7** **Filing of Final Certificate of Tax Exemption.** The City agrees, conditioned on the Developer's successful completion of the Project improvements in accordance with the terms of this Agreement and LMC 3.82, and on the Developer's filing of the materials described in Section 2.6 above, to file a Final Certificate of Tax Exemption with the Snohomish County Assessor within 10 days following the expiration of the 30-day period specified in LMC 3.82.090(D).

**2.8** **Annual Reporting.** The Developer agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for the period of the tax exemption, to file a notarized declaration with the Development Business Services Director, or designee, as required by the Washington State Department of Commerce indicating, but not limited to, the following subsections. The City may require the Developer to provide the identified information on specific forms for reporting.

**2.8.1** A statement identifying the total number of occupied and vacant multi-family housing units in the Project receiving a property tax exemption during the previous year; and

**2.8.2** A description of any improvements or changes to the Property constructed after the issuance of the Final Certificate of Tax Exemption; and

**2.8.3** The total monthly rent for each unit; and

**2.8.4** A certification that the Property continues to be in compliance with this Agreement, has not changed use, and is in compliance with the affordable housing requirements of Chapter 84.14 RCW for a twelve year tax exemption; and

**2.8.5** Documentation of the income of each renter household at the time of initial occupancy; and

**2.8.6** Documentation showing that at least twenty percent of the units were and are being rented as affordable housing units to low and moderate income households as defined in RCW 84.14.010 and in compliance with RCW 84.14.020; and

**2.8.7** Any additional information requested by the City relating to the Property receiving or the continued qualification for the tax exemption under this Agreement.

The Development & Business Services Director, or designee, may conduct on-site verification of the declaration and the City is authorized to enter the Property for purposes of the verification. Failure to submit the annual declaration may result in the tax exemption being canceled.

**2.9** **Maintenance of Records**. The Developer agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City for the duration of the tax exemption authorized by this Agreement and for three years after the expiration, cancellation or other termination of the tax exemption.

**2.10** **Conversion of Units.** If the Developer converts to another use any of the new residential housing units constructed under this Agreement or if the Developer discontinues compliance with the affordable housing requirements, the Developer shall notify the City's Development & Business Services Director and the Snohomish County Assessor within 60 days of the change in use or discontinuance. *(See also Section 2.13 Cancellation of Multiple-Unit Housing Property Tax Exemption below.)*

**2.11** **Transfer of Ownership.** The Developer agrees to notify the City promptly of any transfer of Developer's ownership interest in the Property or in the improvements made to the Property under this Agreement.

**2.12** **Tax Liability.** The Developer acknowledges its awareness of the potential tax liability involved if and when the Property ceases to be eligible for the incentive provided pursuant to this Agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. Developer further acknowledges its awareness and understanding of the process implemented by the Snohomish County Assessor's Office for the appraisal and assessment of property taxes. Developer agrees that

the City is not responsible for the property value assessment imposed by Snohomish County.

**2.13** **Cancellation of Multiple-Unit Housing Property Tax Exemption**. If at any time the City's Development & Business Services Director determines that the Developer has not complied with or that the Property no longer complies with the terms of this Agreement or with the requirements of LMC 3.82, or for any reason no longer qualifies for the tax exemption authorized in this Agreement, the tax exemption shall be canceled and additional taxes, interest and penalties shall be imposed pursuant to state law. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the Developer intends to convert the multiple-unit housing to another use or to discontinue compliance with the affordable housing requirements, the Developer shall notify the Development & Business Services Director and the Snohomish County Assessor within 60 days of the change in use or intended discontinuance. Upon such change in use, the tax exemption shall be canceled and additional taxes, interest and penalties shall be imposed pursuant to state law.

**2.14** **Effect of Cancellation.** If a tax exemption is canceled due to a change in use or other noncompliance, the Snohomish County Assessor shall comply with applicable state law to impose additional taxes, interest and penalties on the Property, and a priority lien may be placed on the land, pursuant to state law.

**2.15** **Notice and Appeal.** Upon determining that a tax exemption is to be canceled, the Development & Business Services Director, or designee, shall notify the Developer by certified mail, return receipt requested. The Developer may appeal the determination to cancel the tax exemption in accordance with the provisions of LMC 3.82.120B.

**SECTION 3. MISCELLANEOUS**

**3.1** **Covenant Running with the Land/Recording.** This Agreement and each of its provisions shall be a covenant running with the Property, and shall be binding on and inure to the benefit of the parties. This Agreement shall be recorded by City with the recording office of Snohomish County at the cost and expense of Developer. The exhibits attached to this Agreement shall be maintained by the City in in Planning File PR-000652-2020.

**3.2** **Assignment.** The City acknowledges that Developer may assign this Agreement, without the prior written consent of the City but upon written notice to the City, to Lynnwood Owner, LLC, a LIMITED LIABILITY CORPORATION (the "Owner") immediately prior to the acquisition of the Property, and thereafter, Owner shall assume all obligations of "Developer" under this Agreement and any reference to "Developer" under this Agreement shall mean the Owner. Any other such transfer of this Agreement or conveyance of Developer's (or Owner's) interest in the Property shall be governed by Section 2.11 of this Agreement.

**3.3** **Indemnity.** The Developer agrees to defend, hold harmless, and indemnify the City, and its officers, officials, employees, agents, and consultants from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys'

fees and costs incurred by the City for liability resulting from any breach of or failure to comply with the duties set forth in this Agreement, except to the extent the claims, demands, penalties, fees, liens, damages, losses, or expenses are caused by the City. This indemnity provision shall survive expiration of this Agreement.

**3.4** **Written Notice.** Except as otherwise provided herein, any and all notices provided under this Agreement must be in writing and shall be deemed given when delivered in person, or when deposited with Federal Express or other similar overnight service, return receipt requested, or when deposited in the United States mail, postage prepaid for certified mail, return receipt requested, properly addressed to City and the Developer as follows:

| | **CITY:** | **AND TO:** |
|---|---|---|
| | City of Lynnwood | |
| | Director, Development & Business Services | Lynnwood City Attorney |
| By Mail: | P.O Box 5008 | P.O. Box C-90016 |
| | Lynnwood, WA 98046-5008 | Bellevue, WA 980009-9016 |
| In Person: | 20816 44th Ave. W, Suite 230 | 10900 4th Street, Suite 1500 |
| | Lynnwood, WA 98036 | Bellevue, WA 98004 |
| By Fax: | 425.771.6585 | 425.635.7720 |

| | **DEVELOPER:** |
|---|---|
| | Lynnwood Owner, LLC |
| | Attn: Trent Mummery |
| By Mail: | C/O Trent Development |
| | 1420 Fifth Avenue, Suite 2200 |
| | Seattle, WA 98101 |
| By Fax: | N/A |

Any party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other parties.

**3.5** **Time of Essence.** Time is expressly declared to be of the essence of this Agreement.

**3.6** **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue of any suit arising out of or related to this Agreement shall be in Snohomish County, Washington.

**3.7** **Counterparts and Digital Transmission.** This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original. Digital transmission of any signed original document, and retransmission of any signed digital transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm digital transmitted signatures by signing or original document.

**3.8** **Effective Date.** This Agreement shall be effective on the date first written above.

**3.9** **Attorneys' Fees.** The prevailing party in any lawsuit or proceeding between the parties arising out of this Agreement shall be entitled to receive from the non-prevailing party all

reasonable costs and expenses of every type, including, but not limited to, mediation fees and actual attorneys' fees incurred, whether incurred in arbitration, trial, appeal or any bankruptcy or receivership proceeding.

**3.10** **Conflicts and Severability.** Developer agrees that this Agreement is subject to the requirements for the Lynnwood Multi-Family Housing Tax Exemption set forth in the Lynnwood Municipal Code, Chapter 3.82. To the extent that any provision of this Agreement conflicts with any applicable ordinance, law, or regulation, (1) the provisions of the ordinance, law or regulation shall control; and (2) such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of the Agreement are declared to be severable.

**3.11** **Amendments.** No amendment to or modification of this Agreement shall be made unless mutually agreed upon by the parties in writing.

[SIGNATURE PAGE FOLLOWS]

**CITY:**
CITY OF LYNNWOOD
A Washington Municipal Corporation

By: _____
Nicola Smith, Mayor

Approved as to form:

By:_____
Rosemary Larson, City Attorney

**DEVELOPER:**

LYNNWOOD OWNER, LLC, a LIMITED LIABILITY CORPORATION

By:_____
Name: TRENT MUMMERY
Its: AUTHORIZED AGENT

[ACKNOWLEDGEMENT PAGES FOLLOW]

STATE OF WASHINGTON)

COUNTY OF_____)

On this day, personally appeared before me _____, the Mayor of the City of Lynnwood, Washington and stated that she is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2021.

_____
NOTARY

_____
Print Name
My Commission expires:_____

STATE OF WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me Trent Mummery, the authorized agent of Lynnwood Owner, LLC, a Limited Liability Corporation and stated that he is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SORN TO before me this_____ day of _____, 2021.

_____
NOTARY

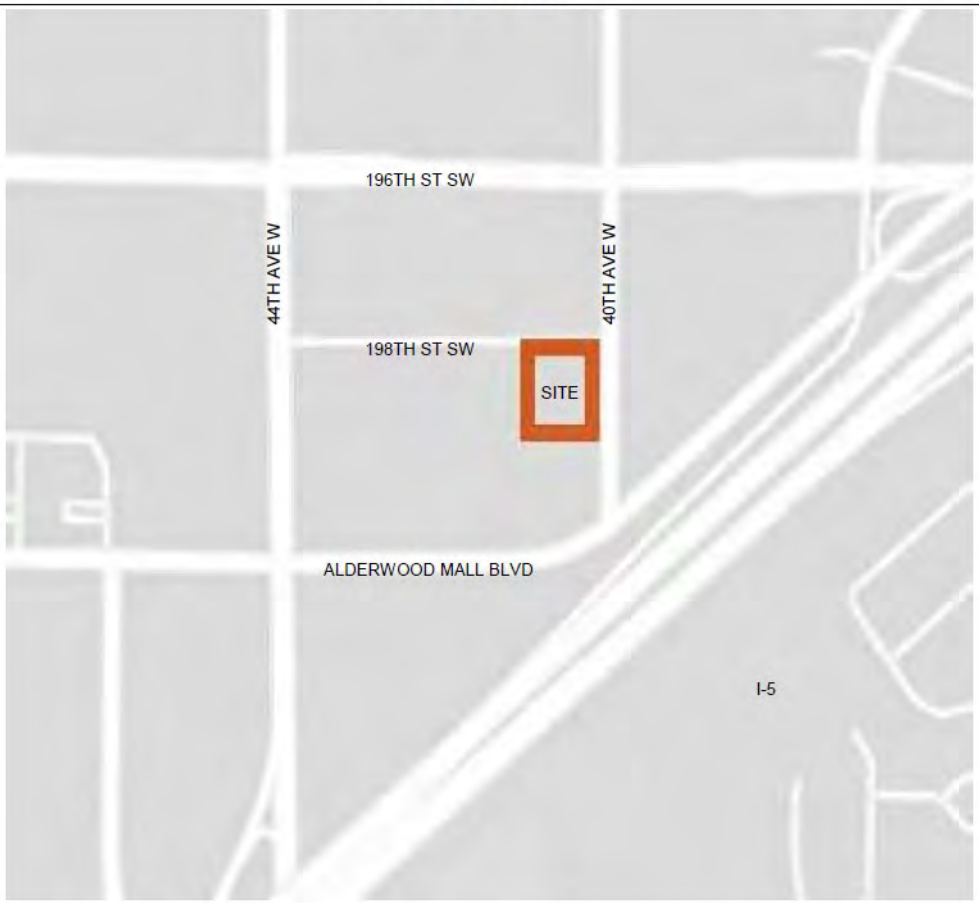
_____
Print Name
My Commission expires:_____

**EXHIBIT A**

**[Site Legal Description and Vicinity Map]**

THAT PORTION OF LOTS 13 AND 14, BLOCK 7, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF 198TH STREET S W AND 40TH AVENUE WEST, AS SAID CORNER IS ESTABLISHED BY DEEDS TO CITY OF LYNNWOOD RECORDED UNDER RECORDING NUMBERS 2090925, 2175786 AND 2175788; THENCE NORTH 89°2'00" WEST ALONG THE SOUTH LINE OF 198TH STREET 308.99 FEET TO THE WEST LINE OF SAID LOT 14; THENCE SOUTH 01°01'20" WEST ALONG SAID WEST LINE 350 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°02'00" EAST 308.85 FEET TO THE WEST LINE OF 40TH AVENUE; THENCE NORTH 01°02'45" EAST ALONG SAID WEST LINE 350 FEET TO THE POINT OF BEGINNING; SITUATE IN THE CITY OF LYNNWOOD, COUNTY OF SNOHOMISH, STATE OF WASHINGTON

VICINITY MAP



# CITY COUNCIL ITEM 90.1-F

# CITY OF LYNNWOOD
## Public Works

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

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

## SUMMARY:

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

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

## ACTION:

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

## BACKGROUND:

The 188th Flood Wall Project is one project in a series of projects along the Scriber Creek corridor to address repeated and significant flooding that has occurred for the past 20 years in the Scriber Creek corridor between 188th Street SW and 196th Street SW in Lynnwood, impacting private residences, businesses, property, streets, and other infrastructure. Construction of a flood wall along 188th St SW has been identified as a project that would address constriction and backwaters up into the wetland area north of 188th St SW. These projects were identified through an extensive public input process that included a citizen and business task group.
On March 3, 2020, the City of Lynnwood authorized Herrera Environmental Consultants (Herrera) to prepare a supplemental scope of work and cost estimate to for supplemental design services for the 188th Street Flood Wall Project which includes:

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

## PREVIOUS COUNCIL ACTIONS:

Original Contract approved on May 07, 2020.

## FUNDING:

Utility Fund 412

## KEY FEATURES AND VISION ALIGNMENT:

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

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

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| Supplement Agreement | Backup Material |
| scope | Backup Material |
| Original contact | Backup Material |

| | |
|---|---|
| LYNNWOOD WASHINGTON<br><br>**Supplemental Agreement Number: 2** | Organization and Address:<br>**Herrera Environmental Consultants Inc.**<br>**2200 6th Ave, Suite #1100**<br>**Seattle, WA 98121-1820**<br><br>Phone: **(206)-441-9080** |
| Original Agreement Number **2895** | |
| Project Number **2895** | Execution Date **5/7/2020** / Completion Date **5/7/2023** |
| Project Title **188th Street Flood Wall** | New Maximum Amount Payable **$337,238.23** |

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

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

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

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

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

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

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

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

II Section 2, SCHEDULE - is amended as follows:

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

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

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

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

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

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

☐ No change to maximum payable contract amount.
Request for Release of Management Reserve Funds in the amount of _____

DATED this _____ day of _____, 2020.

By: _____ By: _____

Consultant City of Lynnwood

___Theresa Wood_____ _____

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

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

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

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

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

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

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

- Task 1– Project Management.....2

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


# TASK 1– PROJECT MANAGEMENT

## Task 1.1 – Coordination with City of Lynnwood

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

## Task 1.2 – Project Schedule and Team Management

No additional schedule updates.

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

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

## Task 1.4 – QA/QC

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

## Task 1.5 – Risk Assessment

No additional risk assessment activities are included in this supplement.

## Assumptions:

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

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

## City Responsibilities:

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

## Deliverables:

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

# TASK 4 – ENVIRONMENTAL PERMITTING AND DOCUMENTATION

## Task 4.4 – Critical Areas Assessment and Report

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

## Assumptions:

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

## Deliverables

### *Task 4.4*

- Draft and final mitigation plan.

# ENGINEERING DESIGN PHASE

# TASK 10 – 90% PS&E

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

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

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

## Task 10.1 – Response to 30% Comments

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

## Task 10.2 – 90% Plans

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

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

## Task 10.3 – 90% Opinion of Costs

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

## Task 10.4 – 90% Specifications

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

## Assumptions:

- **See Task 11 for the assumed list of plans**
- Assumptions in the baseline scope apply.
- **Additional design elements introduced by Alternative 2** are assumed to include the following:

    - 1 site plan sheet related to roadway plan (likely combined with the 188th plan sheet)
    - 1 sheet to provide profile and section of new culvert
      1 sheet related to details
    - 1 sheet to provide a traffic and pedestrian plan (covering both 55th and 188th work)
    - Additional design of turf reinforcement mat and soil quality and depth along 55th)

- The grading design on the east side of 55th Ave W will include a typical detail and be qualitatively described and largely be a construction directed effort to establish extent. No detailed grading plan with elevations or civil3d contours is included.

## Deliverables:

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

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

### City Responsibilities:

- All City responsibilities in the baseline scope apply.

# TASK 11 – 100% PS&E

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

## Task 11.1 – Response to 90% Comments

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

## Task 11.2 – 100% Plans

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

## Task 11.3 – 100% Opinion of Costs

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

## Task 11.4 – 100% Specifications

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

## Assumptions:

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

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

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

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

## Deliverables:

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

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

## City Responsibilities:

- City to consolidate all review comments

# TASK 12 – FINAL AD-READY PS&E

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

## Assumptions:

- Assumptions from the baseline scope apply.

## Deliverables:

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

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

# MANAGEMENT RESERVE FUND

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

# 188TH STEET FLOOD WALL
# CONTRACT NUMBER 2895
# AGREEMENT FOR PROFESSIONAL SERVICES

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

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

**Section 1. The Services**.

1.1 Consultant shall perform the services described in the attached Exhibit A which is incorporated herein by this reference.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Consultant under this Agreement are sometime collectively referred to in this Agreement as the "Services."

1.3 All provisions of this Agreement are intended to be complementary, and any Services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

**Section 2. Schedule**.

2.1 Consultant shall commence, prosecute and complete such Services in accordance with Exhibit A.

2.2 This Agreement expires three ( 3 ) years from the date signed by Lynnwood unless agreed to in writing by the Consultant and Lynnwood.

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

**Section 3. Compensation**.

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

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

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

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

**Section 4. Performance by Consultant**.

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Lynnwood. Any such delegation or subcontracting without Lynnwood's prior written consent shall be voidable at Lynnwood's option.
No delegation or subcontracting of performance of any of the Services, with or without Lynnwood's prior written consent, shall relieve Consultant of its responsibility to perform the services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and omissions of Consultant's employees, Consultant's subcontractors and any other person for whom the consultant is legally liable (collectively, the "Support").

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

4.3 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.4 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

**Section 5. Compliance with Laws**.

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

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

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Lynnwood, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Lynnwood's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide Lynnwood sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

6.2 Consultant shall promptly furnish Lynnwood with such information related to the Service as may be requested by Lynnwood. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide Lynnwood access to (and Lynnwood shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement.

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

7.1 All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with this Agreement shall be the property of Lynnwood whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to Lynnwood at its request and may be used by Lynnwood as it sees fit. The Consultant shall preserve the confidentiality of all Lynnwood documents and data accessed for use in Consultant's work product.

7.2 Consultant shall not, without the prior written consent of Lynnwood, disclose to third parties any information received in connection with the Services unless:

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

a. the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;

b. the information is in the public domain at the time of disclosure by Consultant; or

c. the information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

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

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

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

a. procure for Lynnwood the right to use such Services; or

b. modify such Services so that they no longer infringe or misappropriate any such right.

8.3 No employee of Consultant shall have individual liability to Lynnwood

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

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

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

9.2 Consultant's Liability & Property Damage Insurance:

a. The Consultant shall procure and maintain during the life of this Contract and during performance of Work, Professional Liability (Errors and Omissions Insurance) Commercial General Liability, and Automobile Liability Insurance, to protect Lynnwood and Consultant against all claims, damages, losses and expenses arising out or resulting from performance of Work, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48 or issued as a surplus line by a Washington Surplus Lines Broker. Lynnwood may require higher limits if Lynnwood believes it is in the best interest of the public. The cost of any additional increase shall be borne by Lynnwood.

b. Lynnwood shall be Additional Insured on a Primary Basis for the General Liability coverage without limitation, and shall include others if required by the Contract documents.

c. Certificate of Insurance and a copy of Additional Insured Endorsement for the primary policy of Commercial General Liability insurance, shall be filed with Lynnwood after award. This Certificate is subject to approval by Lynnwood. Failure of the Consultant to comply with the requirements regarding insurance shall be

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

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

d. A Certificate of Insurance as evidence of Professional Liability Insurance shall be filed with Lynnwood after award but before start of contract. This Certificate is subject to approval by Lynnwood. Failure of the Consultant to fully comply with the requirements regarding insurance shall be material breach of contract and be cause for immediate termination of Contract and all obligations regarding same. The Consultant shall maintain full coverage for claims made for at least three years following completion of work.

e. The Consultant shall not begin Work until all required insurance has been obtained and until such insurance has been approved by Lynnwood, nor shall the Consultant allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Said insurance shall provide coverage to the Consultant, any subcontractor performing work provided by this Contract, and Lynnwood. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Consultant or the subcontract, or by anyone directly or indirectly involved or employed by either of them.

f. Approval of the insurance by Lynnwood shall not relieve or decrease the liability of the Consultant for any damages arising from Consultant's performance of the Work.

g. Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements stated below and shall be included in all applicable policies and on the Certificate of Insurance. The Commercial General Liability and Commercial Automobile Liability coverage below shall protect the Consultant and Lynnwood from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is Consultant's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

i. Commercial General Liability insurance using Insurance Services Office form CG0001 or the equivalent. City of Lynnwood shall be included as an Additional Insured for both ongoing and completed operations using Insurance Services Office forms CG2010 and CG2037 or the equivalent. A blanket additional insured endorsement that provides the equivalent of the above forms is acceptable. Limits shall not be less than $1,000,000 each occurrence and $2,000,000 aggregate.

ii. Commercial Automobile Liability using Insurance Services Office form CA0001 or the equivalent providing coverage for all owned (if any), non-owned and hired automobiles. Limit shall not be less than $1,000,000 each accident.

iii. Statutory Workers Compensation and Employers Liability with a limit not less

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

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

iv. Umbrella or Excess Liability providing coverage in excess of underlying Commercial General Liability, Commercial Automobile Liability and Employer's Liability with limits not less than $2,000,000 each occurrence and $2,000,000 aggregate.

v. Professional Liability or Errors and Omissions Liability with a limit of not less than $1,000,000 each claim and $1,000,000 aggregate. If provided on a Claims Made basis, coverage shall be maintained for at least three years following the termination of this agreement. Coverage can be provided by policy renewals or by obtaining an Extended Reporting Period endorsement.

h. Nothing contained in these insurance requirements is to be construed as limiting the extent of Consultant's responsibility for payment of damages resulting from operations under this Contract.

i. The coverage provided by the General Liability and the Automobile Liability is primary to any insurance maintained by Lynnwood.

j. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

k. Such insurance shall be maintained as required above, and any additional coverages and limits as Lynnwood may from time to time specify to protect the City of Lynnwood, its successors and assigns from any claims, losses harm, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Work performed.

l. The Consultant shall provide Lynnwood with notice in writing of any proposed or actual cancellation, reduction in coverage, or other change to any policy of insurance required by Section 9.2 of this Agreement, as soon as the Consultant becomes aware of the proposed or actual reduction in coverage or other change, but no later than two days after learning of the reduction in coverage or other change.

m. Failure to comply with provisions contained herein shall not waive the responsibility of the Consultant to provide the required protection.

n. The Certificate of Insurance must include the following in the description:
   Contract Title: 188th Street Flood Wall
   Contract Number: 2895
   Lynnwood Project Manager: Ehsan Shirkhani
   Buyer Name: Cathy Robinson

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

9.3 All policies of insurance required under this Agreement shall:

a. be placed with such insurers and under such forms of policies as may be acceptable to Lynnwood. Such insurers must have a rating from A.M. Best Company of A(-) VII or higher;

b. with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy;

**Section 10. Changes**

10.1 Lynnwood may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and location of performance).

10.2 If any change under paragraph 10.1 causes an increase or decrease in the cost of the time required for performance of the Services an equitable adjustment in the compensation and exhibits under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any reallocation of cost, profit, or overhead.

10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as changed pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Lynnwood a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Lynnwood within the applicable period.

**Section 11. Termination**.

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.

11.3 If Lynnwood purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by Lynnwood pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

**Section 12. Conflict of Interest**.

12.1 The Consultant confirms that Consultant does not have a business interest or close family relationship with any Lynnwood officer or employee who was, is, or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's performance. In addition, the Consultant confirms adherence to Lynnwood policy regarding conflict of interest, Lynnwood Ethics Code, and the Revised Code of Washington.

12.2 Businesses must not offer, nor Lynnwood employees accept, gifts, gratuities, loans, trips, favors, special discounts, Work, or anything of economic value in conjunction with Lynnwood business practices. It is also unlawful for anyone to offer another, to influence or cause him or her to refrain from submitting a bid. Consultants and Lynnwood employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including Lynnwood Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to Lynnwood business.

**Section 13. Nondiscrimination**.

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

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

**Section 14. Miscellaneous**.

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

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

14.2 Assignment. Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Lynnwood. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Lynnwood's prior written consent shall be voidable at Lynnwood's option. No such assignment, with or without Lynnwood's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

14.3 Survival. The obligation of Consultant under Sections 6, 7, 8, 11, and 14, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

14.4 Remedies. The rights and remedies of Lynnwood or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to Lynnwood or the Consultant by any other provision of this Agreement or by law.

14.5 Entire Agreement. This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

14.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all

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

14.7 Jurisdiction and Venue. Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Snohomish County and of the District Court of the United States, Western Division, State of Washington.

14.8 Governing Law. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington.

14.9 Attorneys' Fees. If any suit or other action is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorneys' fees, including fees upon appeal of any judgment or ruling.

| CITY OF LYNNWOOD | HERRERA ENVIRONEMNTAL CONSULTANTS, INC. |
|---|---|
| DocuSigned by: William Franz 1498C164B0C3400... | DocuSigned by: Carol Slaughterbeck AC71786A5AA1420... |
| William Franz, Director, Public Works | Carol Slaughterbeck |
| Dated: 5/7/2020 | Title: Executive Vice President |
| | Dated: 5/7/2020 |

DS ES DS LR

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E


# 188TH STREET SW FLOOD WALL PROJECT

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

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

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

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

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

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

## SCOPE OF WORK

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


- Task 1– Project Management ..... 2
- Task 2 – Topographic Survey, Basemapping, Legal Descriptions ..... 5
- Task 3 – Geotechnical Investigations ..... 6
- Task 4 – Environmental Permitting and Documentation ..... 8
- Task 5 – Storm Drainage Analysis ..... 12
- Task 6 – PE/30% Design ..... 12
- ENGINEERING DESIGN PHASE ..... 14
- Task 7 – Subsurface Utility Engineering (SUE) and Utility Coordination ..... 14
- Task 8 – Utility Engineering Design ..... 14
- Task 9 – 60% PS&E ..... 14
- Task 10 – 90% PS&E ..... 15
- Task 11 – 100% PS&E ..... 17
- Task 12 – Final Ad-Ready PS&E ..... 19
- Task 13 – Assistance with Bidding and Award ..... 19
- Task 14 – Stakeholder coordination ..... 21
- Task 15 – Public Involvement ..... 21
- Task 16 – Construction Engineering Support ..... 22
- Management Reserve Fund ..... 24


# TASK 1– PROJECT MANAGEMENT

## Task 1.1 – Coordination with City of Lynnwood

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

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

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

## Task 1.2 – Project Schedule and Team Management

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

Updated schedule shall be provided one time during the project.

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## Task 1.4 – QA/QC

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

## Task 1.5 – Risk Assessment

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

## Assumptions:

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

## Deliverables:

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

## City Responsibilities:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



# TASK 2 – TOPOGRAPHIC SURVEY, BASEMAPPING, LEGAL DESCRIPTIONS

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

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

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

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

## Task 2.1b. Survey Control

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

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

## Task 2.1c Field Surveying and Mapping

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

## Task 2.1d Utility Surveying

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## Task 2.2 and 2.3

Not applicable.

## Task 2.4 – Supplemental Topographic Survey

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

## Assumptions

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

## City Responsibilities:

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

## Deliverables

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

# Task 3 – Geotechnical Investigations

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E

## SCOPE OF WORK

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## Assumptions

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

## Deliverables

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

# Task 4 – Environmental Permitting and Documentation

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## 4.1 NEPA

Not applicable. No federal funding.

## Task 4.2– SEPA Checklist

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

## Task 4.3 – JARPA

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

## Task 4.4 – Critical Areas Assessment and Report

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

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

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

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

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

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

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

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

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

## Task 4.5 – Permitting Coordination

Not applicable. No coordination with outside agencies is anticipated.

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



.

## Assumptions:

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

### *Tasks 4.2*

-

### *Task 4.4*

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

### *Task 4.5*

- Assumes no coordination with outside agencies is required.

## Deliverables

### *Task 4.4*

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

# Task 5 – Storm Drainage Analysis

Not Applicable.

# Task 6 – PE/30% Design

## Task 6.1 – Design Criteria

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

## Task 6.2 – Project Site Visits

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

## Task 6.3 – Conceptual Design Level Alternatives

N/A

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

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

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

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

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

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

## Assumptions:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

## Deliverables:

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

## City Responsibilities:

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

# ENGINEERING DESIGN PHASE

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

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

## TASK 8 – UTILITY ENGINEERING DESIGN

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

## TASK 9 – 60% PS&E

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## Assumptions:

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

## Deliverables:

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

## City Responsibilities:

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

# TASK 10 – 90% PS&E

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

## Task 10.1 – Response to 60% Comments

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

## Task 10.2 – 90% Plans

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

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

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

## Task 10.3 – 90% Opinion of Costs

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

## Task 10.4 – 90% Specifications

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

## Assumptions:

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

## Deliverables:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

## City Responsibilities:

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

# TASK 11 – 100% PS&E

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

## Task 11.1 – Response to 90% Comments

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

## Task 11.2 – 100% Plans

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

## Task 11.3 – 100% Opinion of Costs

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

## Task 11.4 – 100% Specifications

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

## Assumptions:

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

The following design plan sheets are anticipated to be produced:

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

* Not included in 30% Design Submittal

## Deliverables:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## City Responsibilities:

- City to consolidate all review comments

# TASK 12 – FINAL AD-READY PS&E

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

## Assumptions:

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

## Deliverables:

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

## City Responsibilities:

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

# TASK 13 – ASSISTANCE WITH BIDDING AND AWARD

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

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

## Task 13.2 – Contract Addenda

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

## Task 13.3 – Preparation of Contract Documents

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

## Assumptions:

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

## Deliverables:

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

## City Responsibilities:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



# TASK 14 – STAKEHOLDER COORDINATION

- Not Applicable. See Task 7 for utility coordination.

# TASK 15 – PUBLIC INVOLVEMENT

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

## Task 15.1 – Public Involvement Kickoff Call

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

## Assumptions:

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

## Deliverables:

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

## Task 15.2 – Production of Public Outreach Materials

Triangle Associates will:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



## Assumptions:

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

## Deliverables:

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

# Task 16 – Construction Engineering Support

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

## Task 16.1 – Project Management

## Task 16.1.1 – Coordination with City of Lynnwood

Consultant shall attend the Pre-Construction meeting if requested.

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

NA.

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



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

## Task 16.3 – Material Testing

Not Applicable.

## Task 16.4 – Special Inspection

Not Applicable.

## Task 16.5 – Record Drawings

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

## Assumptions:

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

## Deliverables:

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



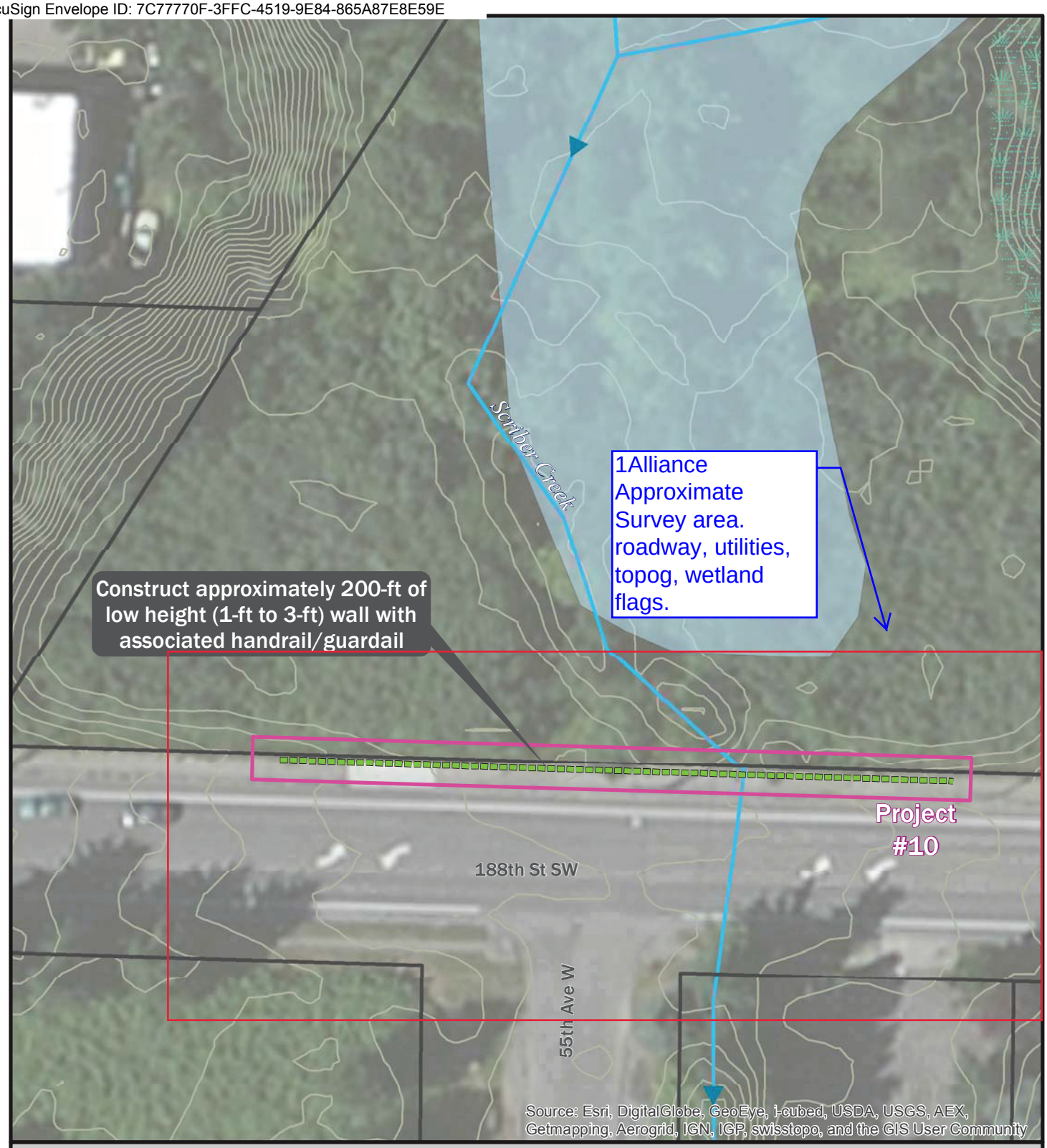
## City Responsibilities:

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

# Management Reserve Fund

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E




## Legend

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

## Project #10 - Construction of Flood Wall.

N

0 20 40 80 Feet

LYNNWOOD WASHINGTON

K:\Projects\Y2012\12-05479-001\Project\Summary Sheet figures\project10.mxd (2/19/2016)

Total Fee Schedule

# EXHIBIT B

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

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

Total Fee Schedule

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



| Item | Estimated Cost |
|---|---|
| Mileage for Meetings and Field work | 250 |
| Field Equipment Usage | 200 |
| | |
| **Total Expenses** | **450** |

# 188th Street Flood Wall
## Fee Schedule

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

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



**Expenses**

| Description | unit | number | unit cost | cost |
|---|---|---|---|---|
| mileage | miles | 180 | 0.575 | $104 |
| misc. expenses | | | | $51 |
| **Total** | | | | **$155** |

# 188th Street Flood Wall
## Fee Schedule

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



# 188th Street Flood Wall
# Fee Schedule

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

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

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



**ESTIMATED DIRECT EXPENSES:**

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

**LABORATORY TEST SUMMARY:**

| Test | Est. No. Tests | Unit Cost | Total Cost |
|---|---|---|---|
| Moisture Content and Visual Classification | 20 | $22 | $440 |
| Grain Size Distribution | 4 | $115 | $460 |
| Organic Content of Soils | 2 | $70 | $140 |
| Consolidation Testing (w/Secondary Compression) | 1 | $1,000 | $1,000 |
| Atterberg Limits (plasticity index) | 0 | $220 | $0 |
| **LABORATORY TOTAL:** | | | **$2,040** |

DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



# 188th Street Flood Wall
# Fee Schedule

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

| | | |
|---|---|---|
| Direct Hour Subtotal | $ | 5,650.00 |
| Overhead Rate | | |
| Overhead Subtotal | | $0.00 |
| Fee Percentage | | |
| Fee | | $0.00 |
| Grand Subtotal | $ | 5,650.00 |
| Expenses | | $25.00 |
| Subconsultant Total | | 0 |
| Design Grand Total | $ | 5,675.00 |

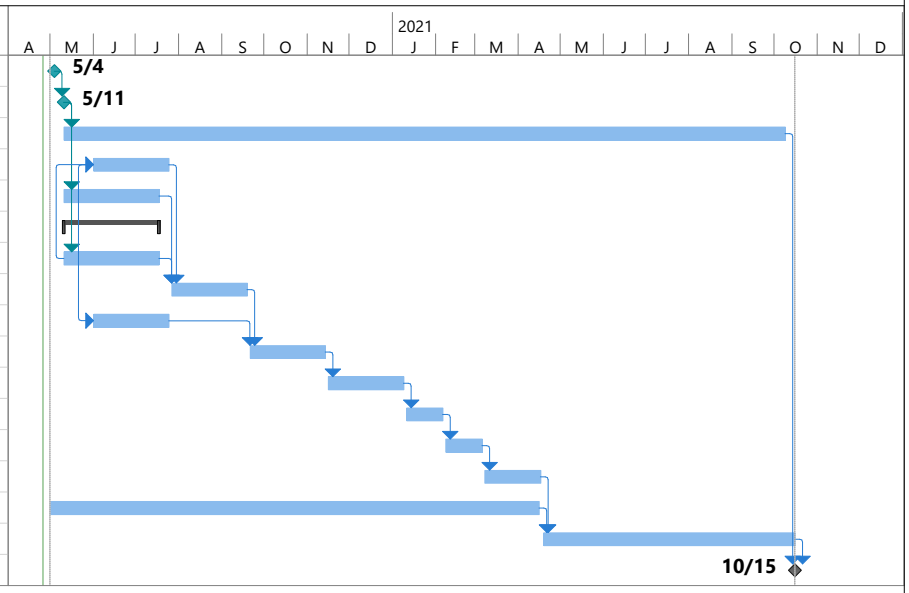
DocuSign Envelope ID: 7C77770F-3FFC-4519-9E84-865A87E8E59E



| Expense | Cost |
|---|---|
| Internal printing | 25 |
| **Total** | **$25.00** |

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

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




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

Task | Milestone | Summary | Manual Milestone | External Tasks

# CITY COUNCIL ITEM 90.1-G

## CITY OF LYNNWOOD
## Administrative Services

**TITLE:** **Voucher Approval**

**DEPARTMENT CONTACT:** **Michelle Meyer, Director**

**SUMMARY:**

Approve claims in the amount of $1,764,818.62 for the period 5/01/2021 - 5/14/2021.
Approve payroll in the amount of $1,126,693.33 dated 5/07/2021.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| No Attachments Available | |

# CITY COUNCIL ITEM 90.2-A

## CITY OF LYNNWOOD
## Public Works

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

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

## SUMMARY:

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

## ACTION:

Conduct a public hearing on May 24, 2021. Adoption of the Ordinances to follow.

## BACKGROUND:

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

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

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

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

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

1) Conduct a Public Hearing at the May 24, 2021 City Council business session

2) Adopt an ordinance for the Six-year CFP at the June 14, 2021 City Council business session

3) Adopt an ordinance for the Six-year TIP at the June 14, 2021 City Council business session

Capital Facilities Plan (CFP)

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

Improvement Program (TIP)

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

## KEY FEATURES AND VISION ALIGNMENT:

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

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

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| CFP Ordinance - Draft | Ordinance |
| TIP Ordinance - Draft | Ordinance |
| CFP Draft | Backup Material |

LYNNWOOD
WASHINGTON

**ORDINANCE NO. _____**

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

---

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL, the 28th day of June 2021.

APPROVED:

_____

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

_____

Michelle Meyer, Finance Director

APPROVED AS TO FORM:

_____

Rosemary Larson, City Attorney

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

LYNNWOOD
WASHINGTON

**ORDINANCE NO. _____**

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

---

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL, the 28th day of June 2021.

APPROVED:

_____

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

_____

Michelle Meyer, Finance Director

APPROVED AS TO FORM:

_____

Rosemary Larson, City Attorney

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

# CAPITAL FACILITIES PLAN AND TRANSPORTATION IMPROVEMENT PROGRAM

2022-2027

LYNNWOOD
WASHINGTON

# Table of Contents

Memorandum 1

Ordinance: Capital Facilities Plan (CFP) 2

Ordinance: Transprotation Improvement Program (TIP) 4

Introduction 6

I. This Capital Facilities Plan as an Element in Lynnwood's Comprehensive Plan 10

II. Concurrency and Levels-of-Service Requirements 10

III. Determining Where, When and How Capital Facilities will be Built 11

IV. Capital Facilities Not Provided by the City 12

V. Funding Sources 12

Project List (2022-2027) 14

# MEMORANDUM

## Memorandum

Date: June 28, 2021

To: Lynnwood City Council

Citizens of Lynnwood

From: Nicola Smith, Mayor

Re: Capital Facilities Plan (CFP) 2022-2027

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

Individual project information is included.

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

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

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

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

# Ordinance: Capital Facilities Plan (CFP)

LYNNWOOD
WASHINGTON

**ORDINANCE NO. _____**

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

---

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL, the 28th day of June 2021.

APPROVED:

_____

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

_____

Michelle Meyer, Finance Director

APPROVED AS TO FORM:

_____

Rosemary Larson, City Attorney

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

# ORDINANCE: TRANSPROTATION IMPROVEMENT PROGRAM (TIP)

## Ordinance: Transprotation Improvement Program (TIP)

LYNNWOOD
WASHINGTON

**ORDINANCE NO. _____**

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

---

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

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

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

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

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

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

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

# ORDINANCE: TRANSPROTATION IMPROVEMENT PROGRAM (TIP)

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

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

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

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

PASSED BY THE CITY COUNCIL, the 28th day of June 2021.

APPROVED:

_____
Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

_____
Michelle Meyer, Finance Director

APPROVED AS TO FORM:

_____
Rosemary Larson, City Attorney

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

# INTRODUCTION

## Introduction

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

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

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

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

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

# INTRODUCTION

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

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

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

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

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

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

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

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

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

1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

5) Economic Development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting

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

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

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

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

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

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

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

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

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

# INTRODUCTION

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

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

1) A capital facilities element, with a six-year plan for financing identified capital needs.

2) A land use element.

3) A housing element.

4) A utilities element.

5) A transportation element.

6) An economic development element.

7) A parks and recreation element.

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

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

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

1) All public facilities needed to serve new development and/or a growing service area population must be in place at the time of initial need. If the facilities are not in place, a financial commitment must have been made to provide the facilities within six years of the time of the initial need; and

2) Such facilities must be of sufficient capacity to serve the service area population without decreasing service levels below locally established minimum levels, known as levels-of-service.

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

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

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

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

(b) lower established standards for levels-of-service.

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

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

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

## IV. CAPITAL FACILITIES NOT PROVIDED BY THE CITY

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

## V. FUNDING SOURCES

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

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

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

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

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

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

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

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

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

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

# Project List (2022-2027)

*(This page left blank intentionally.)*

# City of Lynnwood Six Year CFP List 2022-2027

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

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| discussions and options to the Council Finance Committee for construction of the facility.<br>The priority for this project is "High". The level of service for our community is significantly impacted, especially in the area of service to those who are living with drug and alcohol substance abuse disorder, mental health issues or who lack resources. Our community partner, Community Health Center of Snohomish County, is also relying upon this partnership to expand their services in Lynnwood for those who face barriers to healthcare. The space needs in the police department, jail and court all impact the ability to programmatically enhance these services for our community. | | | | | | | |

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

## Information Technology Projects

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

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **IT Plan: Service Enhancements (Issues, Upgrades, Improvements)** | BP2005021C | Information Technology | 2005 | City wide | P* | | | | | | | |
| This funding is scheduled to address a wide variety of technology requests and service enhancements from all departments. Included is funding for:<br>- Web Improvements: E-Gov Transaction Services Enhancements, Streaming Video, Citizen Service Requests<br>- Expand wireless network access locations amongst city owned sites.<br>- Fire 15 Intelligent classroom upgrades.<br>- Storage Expansion for continued growth and retention<br>- Network Infrastructure enhancements replacements.<br>This wide variety of technology requests are department driven, and will enhance their service delivery to our citizens, local businesses and anyone who does business with our City. Without a centralized funding approach, each department will ask for individual funding, or expand their budget requests to include the necessary funding, and we will lose management and oversight of the projects.<br>Ongoing Information Technology Plan and Technology Adjustments<br>As the adoption of technology continues expand, our citizens, customers and staff come to expect this level of service from their local government. A forward-looking community will proactively provide these services before they are demanded by the public.<br>E-gov services, along with other enhanced services such as Citizen Service Requests, E-Bill payment and further Wireless Network Access, when implemented, will require regular maintenance and support. An estimation of these fees is not to exceed$ 50,000 per year. | | | | | | 100 | 100 | 100 | 100 | 100 | 0 | 500 |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **IT Plan: Desktop Infrastructure Supporting Reliable City Operations** | BP2005021B | Information Technology | 2005 | City wide | F* | 150 | 150 | 150 | 150 | 150 | 0 | 750 |

The IT Plan calls for annually replacing 1/3 of the Departmental Desktop PC's to include Police/Fire mobile terminals required to support City Public Services and Day-to-Day Department Operations. The majority of the City's desktop infrastructure was acquired in the initial 2000 IT Plan. The City is currently licensed and uses the Microsoft suite platform for Operating System and Office Business Application. It's essential that the City deploy and maintain current levels of the operating system and applications. Industry compatibility and security measures require us to remain current and enable us to communicate and collaborate with other government agencies and the general public.

Continual advances in software capability require corresponding investments in desktop hardware. Desktop software is only supported by manufacturers for a limited period of time. Without software support security enhancements and corrections are no longer available, which increases the City's vulnerability to digital threats.

Ongoing Information Technology Refresh Plan

These upgrades are required to continue the current Level of Service that the City and Departments depend on to carry-out their public mission. These are started being implemented in 2007 and are continuing to be implemented.

Please note that the replacement plan has been adjusted to accommodate a 3-year refresh cycle. This more closely matches industry best practices and maximizes the value of the equipment. Information Technology is also considering adopting a software as a service (SaaS) model for desktop office applications. SaaS applications are based on annual subscriptions and are the direction the IT industry has been heading for a number of years. Some of the systems used by the City are already using this model or will be as software manufacturers change their business models.

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

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

## Public Works Administration Projects - Building Projects

| Project Title & Location | Project Number | Department | Project Year Identified | Location | Funding Status | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Project Total Expense |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Repairs and Capital Maintenance of All Municipal Buildings** | 201000146 | Public Works Administration | 2010 | City Buildings | P* | 500 | 500 | 500 | 500 | 500 | 0 | 2,500 |

This project provides a yearly pool of funds necessary for ongoing capital upkeep of the City 's municipal buildings. Detailed analysis is underway justifying yearly funding needs to provide for preventative maintenance and repair of unanticipated breakdowns in infrastructure.
Former Project number BP2006029A.
In 2011, the City conducted a facilities assessment of eight city-owned buildings to determine the condition of each and to provide recommendations as to anticipated maintenance requirements. Their report, finalized in 2012, provides a long-range prioritized list of building deficiencies with an estimated cost to repair in 2012 dollars. It became a comprehensive planning document for the Building and Property Services division of Public Works. An update to this plan is in process starting in 2020.
The costs set forth in these reports, adjusted for inflation, provide the basis for the funds requested for capital upkeep of City buildings in the 6-year Capital Facilities Plan.
Maintenance of existing infrastructure has been identified in Community Visioning and City Council priorities of government.

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

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

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

| Public Works Administration Projects – Water Projects | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Title & Location** | **Project Number** | **Department** | **Project Year Identified** | **Location** | **Funding Status** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **Project Total Expense** |
| **44th Ave Missing water main Link Install** | 202100001 | Public Works Administration | 2020 | 44th Ave W | F | 0 | 0 | 0 | 500 | 0 | 0 | 500 |
| Installing missing link of water main on 44th Avenue. | | | | | | | | | | | | |
| **Rebuild Pressure Reducing Water Valve No. 2** | 201900123 | Public Works Administration | 2017 | 40th Ave W at approximately 19500 block | F* | 157 | 0 | 0 | 0 | 0 | 0 | 0 |
| Improving and rebuilding pressure reducing valve #2, leading to construction of the recommendation. This valve station currently is in a confined space with inadequate space for maintenance and poor ventilation leading to increased corrosion. Valve function is critical for the needs of the City Center. | | | | | | | | | | | | |
| **Water Main Replacement** | WA2006050A | Public Works Administration | 2006 | City wide | P* | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 6,000 |
| Annual watermain replacement program of 4" undersized mains and deteriorated steel mains based on yearly analysis of repair.<br>There exist many dead-end, 4" watermains serving various cul-de-sacs throughout the City. Maintenance records and the comp plan will be consulted to determine the most appropriate sequence for upgrading these undersized mains to 6" or 8" mains. | | | | | | | | | | | | |

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

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

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 196th Street SW (SR 524) and 200th Street SW, and the surrounding area.<br>A flood protection analysis was performed in 2014. Lift Station infrastructure protection is currently in design that will protect the lift station above the finish floor elevation. | | | | | | | | | | | | |
| **Lift Station No. 10 Sewer Pump Improvements** | 201900108 | Public Works Administration | 2013 | 46th Avenue West north of I-5 | F* | 275 | 0 | 0 | 0 | 0 | 0 | 0 |
| Install new sewer pumps including required electrical and building modifications, modify the wet well pump intakes (pre-rotation basin), improve pump removal system (longer hoist beam) including required building modifications, evaluate a piped inlet system to reduce off-gassing produced by the free-fall/turbulent flow at the Influent Splitter Box, install wetwell fresh air exchange and odor control system updates (potential blower motor upsize including electrical and carbon canister).<br>The project is necessary due to the amount of rags coming into the pump station, and the problems they cause. | | | | | | | | | | | | |
| **WWTP: Fiber Optic Installation** | 201900118 | Public Works Administration | 2017 | 76th Ave W to the Wastewater Treatment Plant (WWTP) | F | 500 | 0 | 0 | 0 | 0 | 0 | 0 |
| The WWTP currently leases fiber optic communications from a 3rd party. This project would install approximately 1/4 mile of fiber optic from existing City owned fiber into the treatment plant, eliminating the need to lease communications from others.<br>Increased communication reliability to the WWTP is key for this project. | | | | | | | | | | | | |
| **WWTP: Equipment Replacement** | SE1997004A | Public Works Administration | 1997 | Wastewater Treatment Plant | P* | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 6,000 |
| The treatment facility operates using a substantial amount of mechanical equipment, all of which is subject to failure. Equipment and equipment components are replaced as necessary for proper plant operation. The project will replace equipment on an annual basis due to wear. (Ongoing Project) | | | | | | | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Infiltration/Inflow Analysis/Corrections** | SE1999021A | Public Works Administration | 1999 | City wide | P | 500 | 500 | 500 | 500 | 500 | 500 | 3,000 |
| Locations where storm or groundwater leak into the sanitary sewer system are hard to find and result in excess flows in the system. Wet and dry weather flows are compared by using flow monitoring equipment to locate general areas that may need repair. Television inspection reveals specific problem areas for correction. This project is for analysis of the sewer system. The project works towards the elimination of storm and ground water from entering into the sanitary sewer.<br>This is a continuing program as the system ages and requires more maintenance. | | | | | | | | | | | | |
| **Lift Station No. 14: Replacement** | SE2005049A | Public Works Administration | 2005 | 3105 Alderwood Mall Boulevard | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Replace Sanitary Sewer Lift Station No. 14 with a new lift station. | | | | | | | | | | | | |
| **Sewer Line Replacement** | SE2006053A | Public Works Administration | 2006 | City wide | P* | 500 | 500 | 500 | 500 | 500 | 500 | 3000 |
| Annual Sewer Line Replacement Program to repair and replace failing sewer lines.<br>As the infrastructure ages, sewer lines fail. These need to be repaired or replaced to assure efficient operation of the sewerage system and to protect groundwater from contamination.<br>Near Term Projects are needed to support Lift Stations 4 and 8 replacement. | | | | | | | | | | | | |
| **WWTP Hillslide Slope Assessment** | 201900121 | Public Works Administration | 2018 | Wastewater Treatment Plant | F* | 90 | 0 | 0 | 0 | 0 | 0 | 0 |
| Investigation by a geotechnical engineer to evaluate the hillside on the north side of the WWTP. The City has identified a need to acquire some of the property, and a study is needed to address steep geologically hazardous slopes, as well as the stability of the hillside for the benefit of the property owners at the top of the hill.<br>The project is necessary to acquire property needed for WWTP. | | | | | | | | | | | | |

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

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

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

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

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

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

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

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

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **44th Avenue W. roadway raising at Scriber Creek crossing (Phase 2)** | SD2003017B | Public Works Administration | 2003 | 20700 block 44th Ave W | N | 0 | 0 | 0 | 5,550 | 0 | 0 | 5,550 |
| This project is the second phase of the completed project SD2003017A. The existing roadway has experienced substantial settlement due to poor underlying soils. Scriber Creek has experienced substantial sediment accumulation resulting in a higher creek profile. As a result, roadway flooding occurs during high storm events and is expected to increase in frequency as roadway settlement and creek siltation continues. The first phase of the project installed beaming and a pump. Phase two will raise the existing roadway. A separate project is also included that would install an automatic warning sign during flooding.<br>Raising roadway is necessary to alleviate seasonal flooding.<br>2009 Surface Water Management Comprehensive Plan Project #FL-5. | | | | | | | | | | | | |
| **Raise Old 196th Street SW** | 202000006 | Public Works Administration | 2020 | Vicinity of 56th Ave W | P* | 0 | 300 | 0 | 0 | 0 | 0 | 300 |
| Raise the low portions of Old 196th Street roadway about 1 foot to elevation 342 ft (NAVD 88 vertical datum) starting near the west end of the bridge that provides pedestrian access to Wilcox Park. This project would also raise the access driveways for the Great Floors and Parkview Plaza buildings to meet the new elevation of Old 196th Street.<br>Raising the roadway would improve access to Parkview Plaza and provide protection from roadway overtopping during the 100-year event, and improved public safety. | | | | | | | | | | | | |
| **44th Ave Flood Notification Sign** | 202000007 | Public Works Administration | 2020 | 44th Ave | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Installing notification sign. | | | | | | | | | | | | |

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

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

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

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

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

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Highway 99/Pacific Highway Center Median Treatment Project** | 202100001 | Public Works Administration | 2021 | Highway 99 | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| City of Edmond currently effort in design to extend the center median of Hwy 99 from King County border north through Edmonds and about 500 feet north of 212th/99 in Lynnwood. Lynnwood will begin to receive urgings to continue the center median treatment which starts on Aurora in Shoreline. Center medians at two locations of Hwy 99 in Lynnwood have been modified to mitigate left turning collisions. Before a full treatment project is complete, City is likely to have more locations where property owners request an extension of c-curbing or adding a median. | | | | | | | | | | | | |
| **Traffic Safety Evaluation on Highway 99 Driveways** | 202100002 | Public Works Administration | 2021 | Highway 99 | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| This study will be performed based on access and collision history on the Highway 99 Driveways. | | | | | | | | | | | | |
| **City-Wide Sidewalk and Walkway Program** | ST1997018A | Public Works Administration | 1997 | City wide | P* | 500 | 500 | 500 | 500 | 500 | 500 | 3,000 |
| Construct new asphalt shoulders, walkways or sidewalks to those roads. Included on the City's Pedestrian Skeleton System.<br>This program is designed to fill in those areas lacking continuous sidewalks. Per the 2015 Transportation Element, The Pedestrian Skeleton consists of 104 miles, of which 85 miles or 82% is complete today.<br>The project supports Transportation Element of policy T-4.1.<br>This program will require a policy discussion with City Council to determine appropriate allocations.<br>Project is ongoing as funds are available. | | | | | | | | | | | | |

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Traffic Signal Rebuild Program** | ST2002044A | Public Works Administration | 2002 | City wide | P* | 300 | 150 | 150 | 150 | 150 | 150 | 1,050 |
| This program will systematically rebuild Lynnwood's aging traffic signal inventory. Lynnwood owns and operates about 65 traffic signal that vary in age from recently built to decades old. This program will inventory and analyze all components of the system and lay out a plan for replacement of needed components as they age and reach the end of their working life.<br>The City first began installing signals in the 1970's which means many signals have reached the end of their expected life. The normal life for internal signal equipment is 10 to 20 years. The normal life for housing and supports is 15 to 25 years. Furthermore, parts are no longer available for some of the older signals.<br>Funding for this program comes from the Transportation Benefit District, but not enough funds are available to fully fund the program.<br>Ongoing replacement of aging traffic signals will minimize breakdowns and maintain safety in traffic flow throughout the City. | | | | | | | | | | | | |
| **Intersection Improvements (52nd & 176th)** | ST2002052A | Public Works Administration | 2002 | 52nd Ave W and 176th St SW | N | 0 | 0 | 0 | 0 | 45 | 462 | 507 |
| Future project to build a roundabout or a fully actuated signal with mast arm supports, illumination, and telemetry interconnect.<br>This signal will improve both access and safety at this intersection.<br>Anticipated funding to be from grants and local match.<br>Staff has made channelization modifications over the past decade at this location to enhance safety. This is another location that staff is monitoring to ascertain when growth and conditions warrant the installation. | | | | | | | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **City Center: Expanded Road: 196th St SW (SR-524)** | ST2003068A | Public Works Administration | 2003 | 48th Ave W to 37th Ave W | F* | 10000 | 0 | 0 | 0 | 0 | 0 | 10000 |
| The additional capacity is needed to keep projected City Center traffic flowing at an acceptable LOS during the afternoon peak hour. The project was identified in the City Center traffic analyses and is necessary to shorten traffic delays caused by future growth.<br>The project is fully funded through state and federal grants, and local match funds. The project is expected to be bid in late 2019 with two seasons of construction to start in 2020.<br>This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040. | | | | | | | | | | | | |
| **Expanded Roadway: 200th St SW** | ST2003069A | Public Works Administration | 2003 | 64th to Scriber Lk Rd | N | 0 | 0 | 0 | 0 | 0 | 500 | 500 |
| Widen 200th Street SW to accommodate growth, especially in the City Center. This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in PSRC's Vision 2040.<br>This project will provide an alternative route to 196th St SW. | | | | | | | | | | | | |
| **City Center: Expanded Road: 200th St SW** | ST2005076A | Public Works Administration | 2005 | 48th Ave W to 40th Ave W | N | 10000 | 5000 | 0 | 0 | 0 | 0 | 15000 |
| Widen 200th St SW from three lanes to 5/7 lanes with bike lanes and wide sidewalks and turning lanes at the 44th Ave W/200th St SW intersection. This project will provide an alternative East/West route to 196th St SW. The intersection improvements will improve traffic flow through this area for auto, freight and buses.<br>This project is part of an integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040. | | | | | | | | | | | | |

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

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Poplar Extension Bridge** | ST2006088A | Public Works Administration | 2006 | 33rd Ave W to Poplar Way | P* | 2000 | 15,000 | 15,000 | 8000 | 0 | 0 | 40,000 |
| This project will construct a bridge across I-5 to connect Poplar Way with 33rd Ave W.<br>This project was the second highest priority project identified by the City Center Access Study. The project will provide a more direct route to northbound I-5 at Poplar Way and will alleviate congestion along Alderwood Mall Parkway and along 196th St SW.<br>This project ranked number #4 for City Center transportation projects to pursue in City Council Resolution 2014-15.<br>Project has secured $3.2M in grants for design and $3.05M for right of way. These phases are nearing completion. The City is actively pursuing state and federal funds for the construction phase of the project that exceeds $30 million. | | | | | | | | | | | | |
| **Beech Road Improvements** | ST2006092A | Public Works Administration | 2006 | 18700 block to Maple Road | P* | 3,300 | 0 | 0 | 0 | 0 | 0 | 3,300 |
| This project will construct two extensions of Beech Road.<br>This project will provide much needed additional access and circulation to the properties located east of Alderwood Mall Parkway along I-5 as they develop/redevelop.<br>These extensions will likely be funded by a combination of Developer contributions, mitigation fees, grants and local funds. | | | | | | | | | | | | |
| **North Link LRT Extension** | 202000028 | Public Works Administration | 2020 | Lynnwood to Everett | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lynnwood will be heavily involved in the planning and design of this critical transportation improvement that will cut directly through Lynnwood's urban growth area. | | | | | | | | | | | | |

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

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

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

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

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

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

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

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| respond to community needs.<br>Park improvements enhance level of service to park users. | | | | | | | | | | | |
| **Interurban Trail Improvements** | PK1998021A | Parks, Recreation & Cultural Arts | 1998 | City wide | N | 0 | 0 | 200 | 0 | 0 | 200 | 400 |
| Provide signage, trailheads and historic markers, and improve landscaping along Lynnwood 's 3.8-mile portion of the Regional Interurban Trail.<br>To enhance trail users' experience and provide a safer route along the Interurban Trail. Trailheads with landscaping, benches and amenities will serve as rest stops and add to the comfort of all users. Directional and regulatory signage will be improved. The history of the Interurban Railway will be told with signage placed along the trail at the historic Interurban stations.<br>Improvement of the Interurban Trail has been a Parks Board priority for many years, but it has yet to be funded. The Interurban Trail has been developed through Shoreline, Edmonds, Mountlake Terrace, Lynnwood, and Snohomish County to Everett.<br>The project is consistent with the goals and objectives of the Comprehensive Plan, the Parks and Recreation Element, the Interurban Trail Landscape Plan and AASHTO trail standards, to promote public safety, security and ADA accessibility and response to community's needs.<br>This project ranked # 4 for City Center pedestrian projects to pursue in City Council Resolution 2014-15.<br>Park improvements enhance level of service to park users. Trail enhancement would increase trail use by providing a more attractive and interesting travel route.<br>Potential WWRP or LWCF grant.<br>Improvements to the City Center trailhead (40th Ave W / Alderwood Mall BLVD) planned for 2016 as master concept for future trailhead improvements. | | | | | | | | | | | |

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

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

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

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

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

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

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

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

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

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

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Assumptions:<br>Town Square - $7,800K | | | | | | | | | | | |
| **Recreation Center Refresh** | PK20200101 | Parks, Recreation & Cultural Arts | 2017 | Recreation Center | N | 0 | 0 | 100 | 0 | 100 | 0 | 200 |
| Replacement or installation of recreation toys and equipment such as playground update, aquatic toys and features, and other amenities for drop-in play.<br>The renovated recreation center opens in 2011 with an average monthly usage of 45,000 visitors and a year-round, daily operation which causes natural wear and tear on equipment.<br>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. | | | | | | | | | | | |
| **Doc Hageman Park Development, Phase I** | PK2002041C | Parks, Recreation & Cultural Arts | 2004 | Dog Hageman park | N | 0 | 50 | 250 | 5000 | 0 | 0 | 5300 |
| 1st phase of development for this MUGA-serving, neighborhood park. This park site was acquired in the MUGA for future development of a neighborhood park.<br>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.<br>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000. | | | | | | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Lund's Gulch Open Space Preservation, Phase IV** | 200900116 | Parks, Recreation & Cultural Arts | 2009 | Land's Gulch | N | 0 | 500 | 0 | 0 | 0 | 0 | 500 |
| Future acquisition of 4.76-acre McKinley property (Fisher Road) with Conservation Future's grants.<br>Property acquisition in Lund's Gulch is to continue the City's preservation of this highly sensitive ecological area and protection of Lund's Gulch Creek. These sites are also strategic to future trail development in Lund's Gulch.<br>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.<br>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000. | | | | | | | | | | | | |
| **Recreation Center Phase II** | BP2006023B | Parks, Recreation & Cultural Arts | 2006 | Recreation Center | N | 0 | 50 | 0 | 100 | 0 | 0 | 150 |
| Design for Phase II expansion of the Recreation/Community Center planning, design, construction | | | | | | | | | | | | |
| **Manor Way Park Development** | PK1997002B | Parks, Recreation & Cultural Arts | 2006 | Manor Way Park | N | 0 | 0 | 0 | 1,250 | 0 | 0 | 1,250 |
| Future Manor Way park will be a neighborhood park serving an underserved area in Lynnwood's municipal urban growth area. This park will be developed largely as walking trails with an active play area and parking lot. | | | | | | | | | | | | |

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

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

*(This page left blank intentionally.)*

# CITY COUNCIL ITEM 90.3-B

## CITY OF LYNNWOOD
## City Council

**TITLE:** **Executive Session - Qualifications of Candidates for Council Position #2**

## SUMMARY:

Executive Session - Discussion of qualifications of candidates for the vacant position #2.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| No Attachments Available | |

# CITY COUNCIL ITEM 90.3-B

## CITY OF LYNNWOOD
## City Clerk

**TITLE:** **Final Vote: Council Position #2**

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

## SUMMARY:

City council has interviewed 8 candidates for this position and narrowed down to the top 3. This will be the final vote after background checks are completed to determine the appointee. Candidates are Patrick Decker, Michael Miller and Nick Coelho.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|---|
| No Attachments Available | |

# CITY COUNCIL ITEM 90.3-C

# CITY OF LYNNWOOD
## Community Development

**TITLE:** **Resolution: Housing Action Plan Adoption**

**DEPARTMENT CONTACT:** **Kristen Holdsworth, AICP**

## SUMMARY:

On May 10, 2021, Council conducted a public hearing regarding adoption of the Housing Action Plan. Since the May 10, 2021 hearing, the Housing Action Plan has been updated in the following ways: 1) removed the word "Draft" on cover page and document footers; and 2) updated the date on the coversheet to May 24, 2021, the date of Council Action. Everything else in the Housing Action Plan remains unchanged from the draft dated April 2021.

## ACTION:

Adopt the attached resolution adopting the Housing Action Plan.

## BACKGROUND:

In Fall 2019, the City of Lynnwood applied for and received a $100,000 grant from the Department of Commerce (under ES2HB 1923) to develop a Housing Action Plan. The Housing Action Plan forms Lynnwood's five-year goals and strategies to promote housing options that are safe and affordable for all community members. The plan was created by evaluating the City's ongoing efforts, analyzing Lynnwood's current and future housing needs, and collaborating with the community. It is the result of hundreds of conversations, survey responses, and other methods of public feedback.

## PREVIOUS COUNCIL ACTIONS:

Council reviewed the Lynnwood Housing White Paper in July 2019. In late 2019 Council established the Council Housing Policy Committee. Council has received updates at the 2020 Council Retreat; through FYI memos on June 1, 2020, December 7, 2020, and December 23, 2020; presentations on August 3, 2020, September 21, 2020, October 19, 2020, and November 30, 2020; January 19, 2021, February 17, 2021, April 5, 2021, April 19, 2021, and via participation on the Council's Housing Policy Committee. The Council public hearing was on May 10, 2021.

## FUNDING:

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

## KEY FEATURES AND VISION ALIGNMENT:

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

## ADMINISTRATION RECOMMENDATION:

Adopt the attached resolution adopting the Housing Action Plan.

## DOCUMENT ATTACHMENTS

| Description: | Type: |
| --- | --- |
| Housing Action Plan Resolution | Resolution |
| Attachment A: Housing Action Plan | Exhibit |

LYNNWOOD
WASHINGTON

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON, ADOPTING THE CITY'S HOUSING ACTION PLAN AS A GUIDING DOCUMENT WITH RECOMMENDATIONS FOR FUTURE HOUSING POLICY, PLANNING, AND REGULATORY AMENDMENTS TO IMPROVE HOUSING OPTIONS THAT ARE SAFE AND AFFORDABLE FOR THE ENTIRE COMMUNITY.**

---

WHEREAS, the City of Lynnwood has been addressing the community's housing needs for several years through the Comprehensive Plan and other policy efforts; as co-chair of the Snohomish County Housing Affordability Regional Task Force (HART); the preparation of the Lynnwood Housing White Paper (2019); and the creation of the Council Housing Policy Committee (established 2019); and

WHEREAS, the City of Lynnwood has adopted plans, policies, regulations, and programs to increase housing supply and support housing choices; and

WHEREAS, since 2010 income in the City of Lynnwood has been stagnant while housing costs have increased by 20-40% when adjusted for inflation; and

WHERAS, nearly two in every five of Lynnwood's households pay at least 30 percent of their income on housing costs each month, limiting their ability to pay for other necessities; and

WHEREAS, the City of Lynnwood finds that adequate, safe, and affordable housing is key to ensuring a vibrant community with a desirable quality of life; and

WHEREAS, the City of Lynnwood finds that there is a need for housing units that are safe and affordable across all income levels; and

WHEREAS, the City of Lynnwood recognizes the need for a more comprehensive strategy in addressing its housing needs; and

WHEREAS, the Washington State Legislature created a new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019; in part RCW 36.70A.600), which provided a number of eligible land use planning activities for cities to

consider implementing increases to housing capacity, including the creation of a Housing Action Plan; and

WHEREAS, the City of Lynnwood applied for and received grant funding from Department of Commerce in the amount of $100,000.00 to develop a Housing Action Plan; and

WHEREAS, the City of Lynnwood contracted with BERK Consulting and MAKERS to assist with development of a Housing Action Plan to identify current and projected housing needs; evaluate current plans, policies, and programs; develop goals and strategies to increase housing supply and variety of housing types; and create an implementation plan; and

WHEREAS, the Housing Action Plan was developed by evaluating the City's ongoing efforts, analyzing Lynnwood's current and future housing needs through a Housing Needs Assessment, and collaborating with the community; and

WHEREAS, the Housing Action Plan included a robust public engagement process, including input from a Stakeholder Advisory Group; the Council Housing Policy Committee; regional partners; the Lynnwood Planning Commission, Human Services Commission, and Diversity, Equity, and Inclusion Commission; online open houses and surveys; newsletters and social media; and other presentations; and

WHEREAS, the City of Lynnwood Planning Commission held meetings addressing the Housing Action Plan on June 25, August 27, October 22, November 12, and December 10, 2020 and January 28 and February 11, 2021; and

WHEREAS, the City of Lynnwood Council received written updates or held meetings addressing the Housing Action Plan on February 8, June 1, August 3, September 21, October 10, November 30, December 7, and December 23, 2020 and January 19, February 17, March 29, and April 5, 2021; and

WHEREAS, on February 22, 2021, the Development and Business Services Department issued a "Determination of Nonsignificance" (DNS) with comments due March 8, 2021, pursuant to RCW 43.21C and WAC 197-11; and

WHEREAS, on April 8, 2021, the City of Lynnwood Planning Commission held a duly advertised public hearing to consider public comment and staff recommendation before making recommendation to the City County in favor of adopting the Housing Action Plan; and

WHEREAS, the City Council received the Housing Action Plan and a briefing on the materials at the April 19, 2021 work session; and

WHEREAS, the City Council held a duly advertised public hearing on May 10, 2021 at the Council business meeting to take and consider public comment; now therefore

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

Section 1. The Housing Action Plan as shown in Attachment A is hereby adopted in accordance with RCW 36.70A.600 as a reference document for consideration of recommendations and actions to increase housing options that are safe and affordable for Lynnwood.

Section 2. The City Council supports the use of the Housing Action Plan to find innovative ways to address Lynnwood's housing needs, following public participation requirements.

Section 3. The Housing Action Plan is a foundation to update policies related to housing for the 2024 Comprehensive Plan update.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

PASSED BY THE CITY COUNCIL, the 24th day of May, 2021.

APPROVED:

_____

Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

_____

Karen Fitzthum, City Clerk

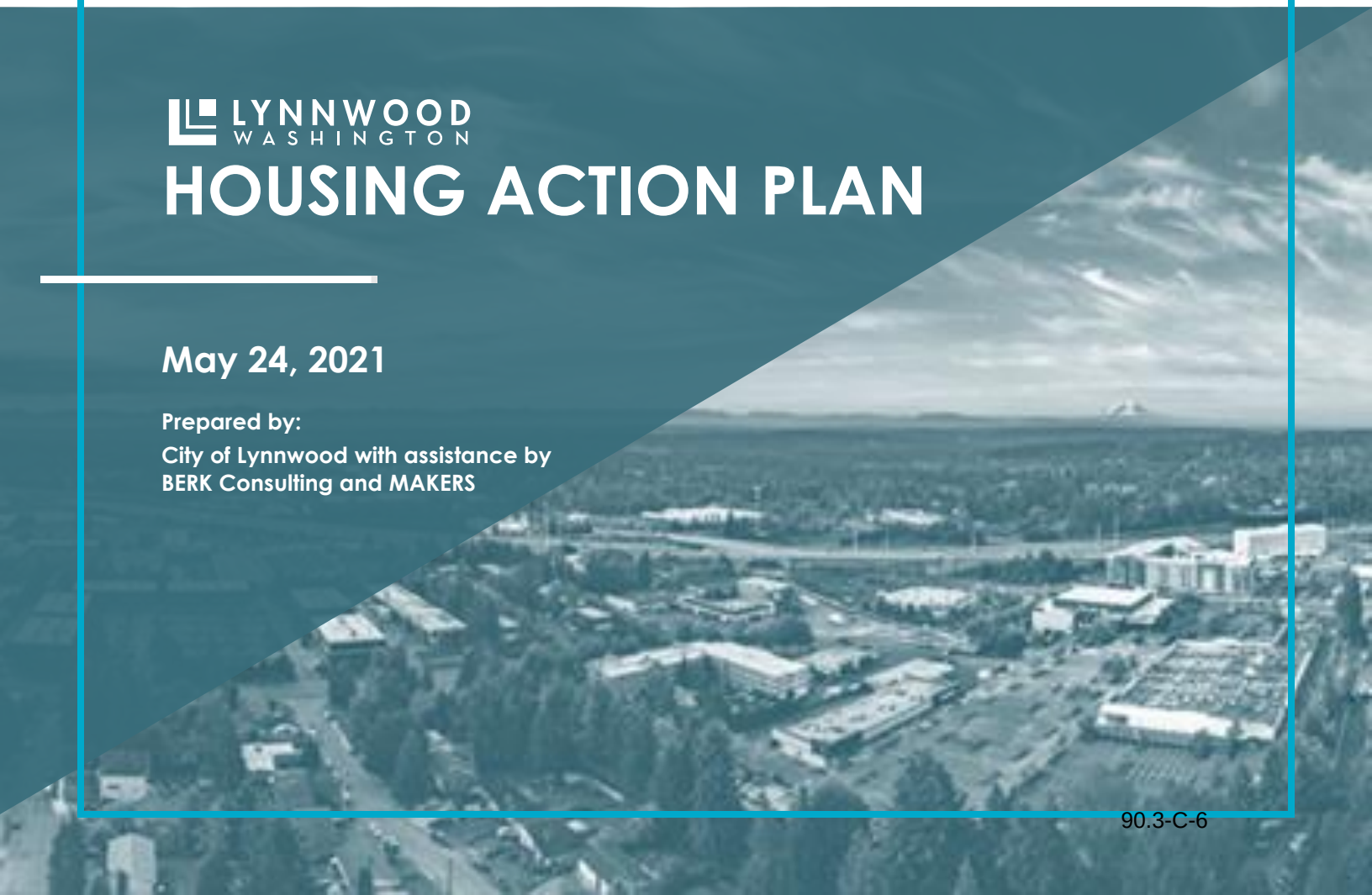
HOUSING FOR ALL.

LYNNWOOD WASHINGTON

# HOUSING ACTION PLAN

May 24, 2021

Prepared by:
City of Lynnwood with assistance by
BERK Consulting and MAKERS



This page intentionally left blank.

# Acknowledgements

The Housing Action Plan was made possible through the time, knowledge, and vision from numerous stakeholders. The City values and appreciates the participation of diverse perspectives in the development of an inclusive housing plan for all of Lynnwood. Further information about community engagement plan can be found in **Appendix B: Housing in Lynnwood: Inventory of Efforts**.

## Mayor

**Nicola Smith**

## City Council

**George Hurst,** President

**Jim Smith**, Vice President

**Christine Frizzell**, Past President

**Shannon Sessions**, Past Vice President

**Julieta Altamirano-Crosby**

**Ian Cotton**

**Ruth Ross**

## Planning Commission

**Chris Eck**, Chair

**Bob Larsen**, First Vice Chair

**Patrick Robinson**, Second Vice Chair

**Ann Guan**

**Aaron Lum**

**Adam Segalla**

**Layla Bush**

**Past Members:**

**Chad Braithwaite**

**Mike Wojack**

## City Staff (Development and Business Services)

**David Kleitsch**, Director

**Ashley Winchell**, AICP, Community Planning Manager

**Kristen Holdsworth**, AICP, Senior Planner

## Consultant Team

BERK Consulting

MAKERS

## Stakeholder Advisory Group

The City convened a Stakeholder Advisory Group to provide guidance on existing housing challenges, recommend additional public engagement efforts, and evaluate potential strategies and actions. The Stakeholder Advisory Group included community members, community group representatives, local builders and real estate professionals, and local religious groups/faith-based organizations. Over the course of four Stakeholder Advisory Group meetings, four listening sessions, and dozens of conversations, the Housing Action Plan benefitted from their input and perspectives.

- Bob Larsen, Planning Commissioner and resident
- Cami Morrill, Snohomish County-Camano Association of Realtors
- Chris Collier, Alliance for Housing Affordability
- Duane Landsverk, Landsverk Quality Homes, Inc.
- Duane Leonard, Housing Authority of Snohomish County (HASCO)
- Faheem Darab, Zainab Organization of Greater Seattle
- Fred Safstrom, Housing Hope
- Galina Volchkova, Volunteers of America
- Jared Bigelow, Diversity, Equity, and Inclusion Commissioner and resident
- Jeff Butler, Butler Development LLC
- Keny Lopez, Familias Unidas
- Ki Seung Cho (Master Cho), business owner and resident
- Linda Jones, Lynnwood Chamber of Commerce
- Mark Smith, Housing Consortium of Everett and Snohomish County and resident
- Mary Anne Dillon, YWCA
- Mike Pattison, Master Builders Association
- Nick Nowotarski, AvalonBay Communities, Inc.
- Pastor Gail Rautmann, Gloria Dei Lutheran Church
- Sally Guzmán, Edmonds School District
- Sangsoon Woo, United Seattle-Bellevue Korean School
- Scott Shapiro, Eagle Rock Ventures

## City Council Housing Policy Committee

The City Council Housing Policy Committee met 11 times and created a report that identifies housing goals, challenges, and strategies for further consideration for the Housing Action Plan.

- Christine Frizzell
- George Hurst
- David Kleitsch
- Ashley Winchell
- Kristen Holdsworth
- M. Christopher Boyer
- Chris Collier*
- Mary Anne Dillon*
- Alessandra Durham
- Mary Monroe
- Ali Sheibani
- Kim Toskey
- Melinda Woods

** Member is also on the Stakeholder Advisory Group*

This page intentionally left blank.

# Executive Summary

**This Housing Action Plan forms Lynnwood's five-year goals and strategies to promote housing options that are safe and affordable for all community members.**

**Lynnwood needs housing options that meet the needs of the entire community.** In Lynnwood, 2 out of 5 households (40%) struggle with housing affordability. A sufficient supply of housing affordable across the income spectrum supports economic vitality and vibrant communities. Safe and affordable housing increases educational opportunities for all children, enables older residents to live independently, and helps families avoid tradeoffs for other necessities like food, medicine, and childcare.

Lynnwood community members

**This plan was created by evaluating the City's ongoing efforts, analyzing Lynnwood's current and future housing needs, and collaborating with the community**. It is the result of hundreds of conversations, survey responses, and other methods of public feedback. The plan has four main goals. Ten strategies, when implemented, will help Lynnwood reach its goals.

## Housing Action Plan Goals.

1. **Produce** housing that meets the needs of the community.
2. **Preserve** existing housing that is affordable and safe so that people can stay in Lynnwood.
3. **Partner** with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.
4. **Prepare** for continued growth and increase the quality of life in Lynnwood.

# Housing Action Plan Strategies.

| | | | |
|---|---|---|---|
| 1 | Continue promoting housing in the Regional Growth Center (Alderwood and City Center) and along major transportation corridors. | 6 | Support third-party purchases of existing affordable housing to keep units affordable. |
| 2 | Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions. | 7 | Work with faith-based and nonprofit organizations. |
| 3 | Strategically rezone areas to increase and diversify Lynnwood's housing options. | 8 | Develop a rental registry program. |
| 4 | Revise the Multifamily Tax Exemption (MFTE) program. | 9 | Encourage amenities that enhance quality of life. |
| 5 | Partner with housing providers. | 10 | Continue community conversations about housing. |

**Housing is a regional challenge.** High housing costs are common in the region and are not unique to Lynnwood. The plan guides City efforts for coordination with regional partners and demonstrates Lynnwood's commitment to being a regional model to address housing challenges.

**Implementation of the Housing Action Plan will be a collective effort.** Lynnwood will work in partnership with stakeholders and the community to create housing that is safe and affordable for everyone.

The plan was supported by a **Washington State Department of Commerce** grant to enable communities to assess their housing needs and develop strategies to address those needs.

# Contents


## Introduction 1

Background & Purpose 1
The City's Role in Housing 1
Housing Action Plan Creation 2
Housing Needs 3
Policy and Code Review Findings 6

## Housing Action Plan Goals & Strategies 13

Housing Action Plan Goals 13
Housing Action Plan Strategies 17

## Implementation 39

Action Steps and Timeline 39
Measuring Progress 45

## Website Links 49

## Appendices 51

A. Housing in Lynnwood: Inventory of Efforts 51
B. Summary of Community Outreach Efforts 56
Opportunities for Public Input 56
Additional Outreach and Engagement Activities 59
C. Strategy Screening Methodology 63

This page intentionally left blank.

# Introduction

## Background & Purpose

The Housing Action Plan guides city investments and efforts to support safe and affordable housing opportunities.

Housing costs are typically the largest expense for households. When a household can afford where they live, it enables them to purchase other essentials (such as food, healthcare, and transportation) without making difficult tradeoffs. A sufficient supply of housing affordable across the income spectrum supports economic vitality and vibrant communities.

## The City's Role in Housing

**Housing affordability is a regional challenge. Lynnwood's local housing system is complex and includes many stakeholders and partners.** These include for-profit and nonprofit developers; community organizations; community members; federal, state, and local governments; and other groups. While the City plays an important role in setting housing policies, there are limits to the City's ability to influence housing development on its own.

The private market typically cannot produce housing affordable to households making less than 80% of the area median income (AMI). Making housing affordable to lower income households requires greater public funding, usually from state and federal sources.

Addressing Lynnwood's housing challenges will require partnerships and support across the community and region.

### Lynnwood at a Glance

**Population**

39,600

**Median Family Income**

$75,744

**Housing Tenure**

46% Renter / 54% Owner

**Average Home Price**

$508,447

**Average Rent**

$2,001

Sources: Washington OFM 2019 (Pop), ACS 2018 5-year Estimates (Income, Tenure), Zillow 2019 (Home Price, Rent)

**Some housing strategies are more effective when pursued regionally.** Regional leadership and action are necessary to address housing affordability challenges. This plan guides City efforts for coordination with regional partners and demonstrates Lynnwood's commitment to being a regional model to address housing challenges.

**Lynnwood has already taken actions to support and implement regional plans.** In 2019, Snohomish County Executive Dave Somers and Lynnwood Mayor Nicola Smith co-chaired the Snohomish County **Housing Affordability Taskforce (HART)**. HART created a Five-Year Housing Affordability Action Plan with recommendations for all Snohomish County cities and the county to collaboratively respond to housing affordability challenges. Prior to the HART report's release, Lynnwood had already implemented all of the relevant early action items under its authority. The City has also implemented more than half of the five-year action items under its purview and is in the process of implementing an additional 25% of the action items. More information about Lynnwood's efforts to address housing affordability can be found in **Appendix A Housing in Lynnwood: Inventory of Efforts.**

**The Housing Action Plan recognizes and acknowledges Lynnwood's ongoing work and the need for regional cooperation**. Despite Lynnwood's efforts, the City needs additional housing supply that is affordable to meet the needs of the community. With this context in mind, this plan focuses on housing strategies most closely linked to the community's needs and are effective and feasible within the next five years when pursued by the City and partners.

## Housing Action Plan Creation

The City received funding from a Washington State Department of Commerce grant (through House Bill 1923) to assist with development of this plan. **Exhibit 1** outlines the process for creating the Housing Action Plan, including identifying housing needs, evaluating ongoing efforts, analyzing available data, and engaging with community members.

The plan is intended to guide city efforts. If adopted, the City will spend the next five years implementing the strategies and actions identified in this plan.

### Lynnwood at a Glance

**Population, by Race Identity**

American Indian and Alaska Native: 0.4%

Asian: 18%

Black, African American: 8%

Native Hawaiian and Pacific Islander: 0.7%

White: 60%

Two or More Races: 8%

Other: 6%

**Housing Cost Burden**

18% Severely Cost-Burdened

20% Cost-Burdened

**Housing Stock**

Single Family: 49%

Duplexes: 1%

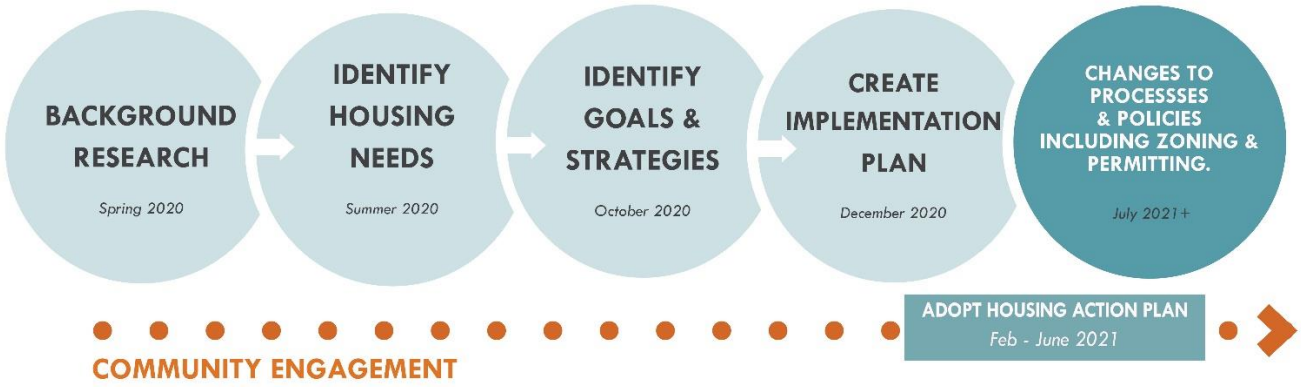
Triplex-Fourplex: 7%

Multifamily: 39%

Other: 4%

Sources: HUD CHAS 2016 (Cost Burden), ACS 2018 5-year Estimates (Race), Washington OFM 2018 (Housing Stock)

**Exhibit 1. Housing Action Plan Process Diagram**




The Housing Action Plan aligns with and builds on existing City plans and efforts which are referenced throughout this plan, including the Comprehensive Plan; infrastructure and transportation plans; the Economic Development Action Plan; the Parks, Arts, Recreation and Conservation (PARC) Plan; and subarea/neighborhood plans.

## Housing Needs

The **Housing Needs Assessment** describes local and regional housing needs and trends. The main findings of the **Housing Needs Assessment** are as follows:

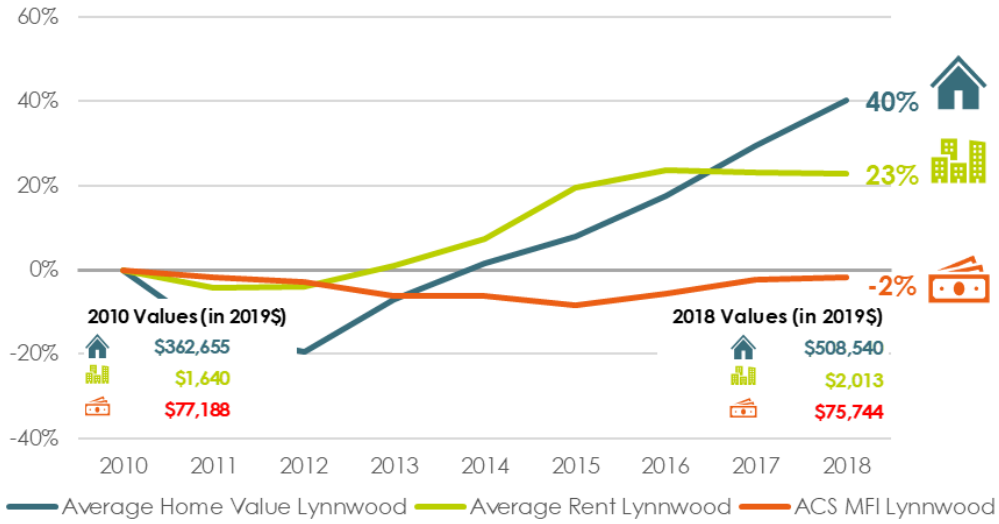
1. **Two in every five households (40%) in Lynnwood pay more than they can afford on housing and are cost burdened.** See **Exhibit 2**. This rate is higher than Snohomish County (33% of households). The U.S. Department of Housing and Urban Development (HUD) defines cost burdened households using a percentage of income spent on housing or those "who pay more than 30 percent of their income for housing." Cost burdened households often find it harder to afford necessities such as food, clothing, transportation, and medical care. In Lynnwood, rates of cost burden are uneven, with the highest cost burdens among households with lower incomes, renters, and adults over 62.

**Exhibit 2. Two of Every Five Households (40%) in Lynnwood are Cost Burdened**

Source: HUD CHAS (based on ACS 2012-2016 5-year estimates)

2. **Housing costs are rising much faster than incomes.** See **Exhibit 3.** Home values have dramatically risen over the past eight years (2010-2018) due to limited supply and increasing demand. Since 2010 Lynnwood home values have increased by 40% when accounting for inflation. During the same time period, incomes in the City of Lynnwood decreased 2% when adjusted for inflation. Today, less than 30% of current renters and homeowners can afford the purchase of an averaged priced home in Lynnwood without being cost burdened.

**Exhibit 3. Percent Change since 2010 in Average Home Values, Rents, and HUD MFI in Lynnwood After Adjustment for Inflation**




Sources: Zillow, 2020; ACS Income 5-year estimates (Table S1901) 2010 - 2018; Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Seattle-Tacoma-Bellevue WA 2010 – 2019; BERK, 2020.

3. **Eligibility for subsidized housing programs far outstrips supply. Many renter households qualify for housing assistance but lack access to subsidized housing.** Overall, 61% of Lynnwood households are considered low-, very low-, or extremely low-income by regional income thresholds. These designations determine eligibility for income-restricted affordable housing units and rental assistance vouchers. Despite efforts by local housing authorities, many qualified households still cannot receive benefits due to limited program funding. While Lynnwood has a high number of subsidized housing units, the need for this housing continues to be higher than available units.

> Of Lynnwood's cost burdened households, 73% are very low- and extremely low-income households.

4. **Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.** Homeownership is a key source of wealth creation and housing stability for households in the United States. The rates of homeownership among White and BIPOC community members vary widely in Lynnwood, with the largest disparities between White and Black residents. This reflects a legacy of structural policy issues and has significant implications for life outcomes and economic advancement.
5. **Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.** The neighborhoods where a higher proportion of BIPOC residents live are more likely to be at risk of economic and cultural displacement.
6. **Lynnwood's current housing stock lacks housing type variety.** Single family homes comprise 49% of Lynnwood's housing stock and 84% of the residential land area. The majority of recent development was either 3,000+ square foot single family homes or larger multifamily (100+ unit) apartments. "Missing middle" housing refers to a diversity of residential housing options that transition between single family homes and high-rise apartments, such as accessory dwelling units, duplexes, multiplexes, and townhomes.
7. **The pace of housing unit construction needs to accelerate to meet expected future demand.** The rate of housing unit production has increased in recent years but falls short of the needed rate to meet growth projections. The average annual production of housing units in Lynnwood from 2013 through mid-2020 was 291 units per year. Lynnwood needs an average of 393 units per year to meet estimated household growth by 2044. A total of 9,826 additional housing units are needed between 2019 to 2044 to meet estimated population growth projections.

> The average annual production of housing units in Lynnwood from 2013 – mid 2020 was 291 units per year. Lynnwood needs an average of 393 units per year to meet estimated household growth by 2044.

## Policy and Code Review Findings

- **Overall, Lynnwood's existing policy and regulations support increasing housing supply.** The City's Comprehensive Plan is a policy document that informs subarea plans and regulatory actions for how Lynnwood will grow over a 20-year period. The most recent Comprehensive Plan was adopted in 2015. State law requires it be updated again by June 30, 2024. The current Comprehensive Plan policies generally support increasing housing supply.
- **The City's policy to promote housing in designated subareas is working, although some subareas have more new housing than others.** New housing production is concentrated in the Regional Growth Center (City Center and Alderwood). This development is necessary to meet projected population growth. The City may need to reevaluate implementation of the College District and Highway 99 subareas. See **Exhibit 4**.
- **Lynnwood's land supply may be a restricting factor.** The **2021 Snohomish County Buildable Lands Report** will evaluate Lynnwood's remaining land capacity and future growth projections. The final report will not be available until June 2021. Previous Buildable Lands Reports have identified that an overwhelming majority of Lynnwood's residential land is already developed with single family homes and is unlikely to redevelop. Multifamily development in transit-supported locations (Regional Growth Center, Highway 99, and College District) will be necessary to meet growth projections and comply with state laws.
- **The City needs to increase the variety of housing types allowed to meet residents' housing needs.** Missing middle housing types (such as accessory dwelling unit, duplexes, and townhomes) provide additional units, create choices, and allow people to stay in the community during different life stages. Missing middle housing types have seen very little production in Lynnwood due to existing regulations and limited availability of land in the zones where they are allowed.
- **The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.** Code updates to reduce inconsistencies and increase flexibility would improve the rate of development and reduce housing costs in Lynnwood.

*Planning for growth will help the city consider the needs of current and future residents.*

**Why is growth happening?**

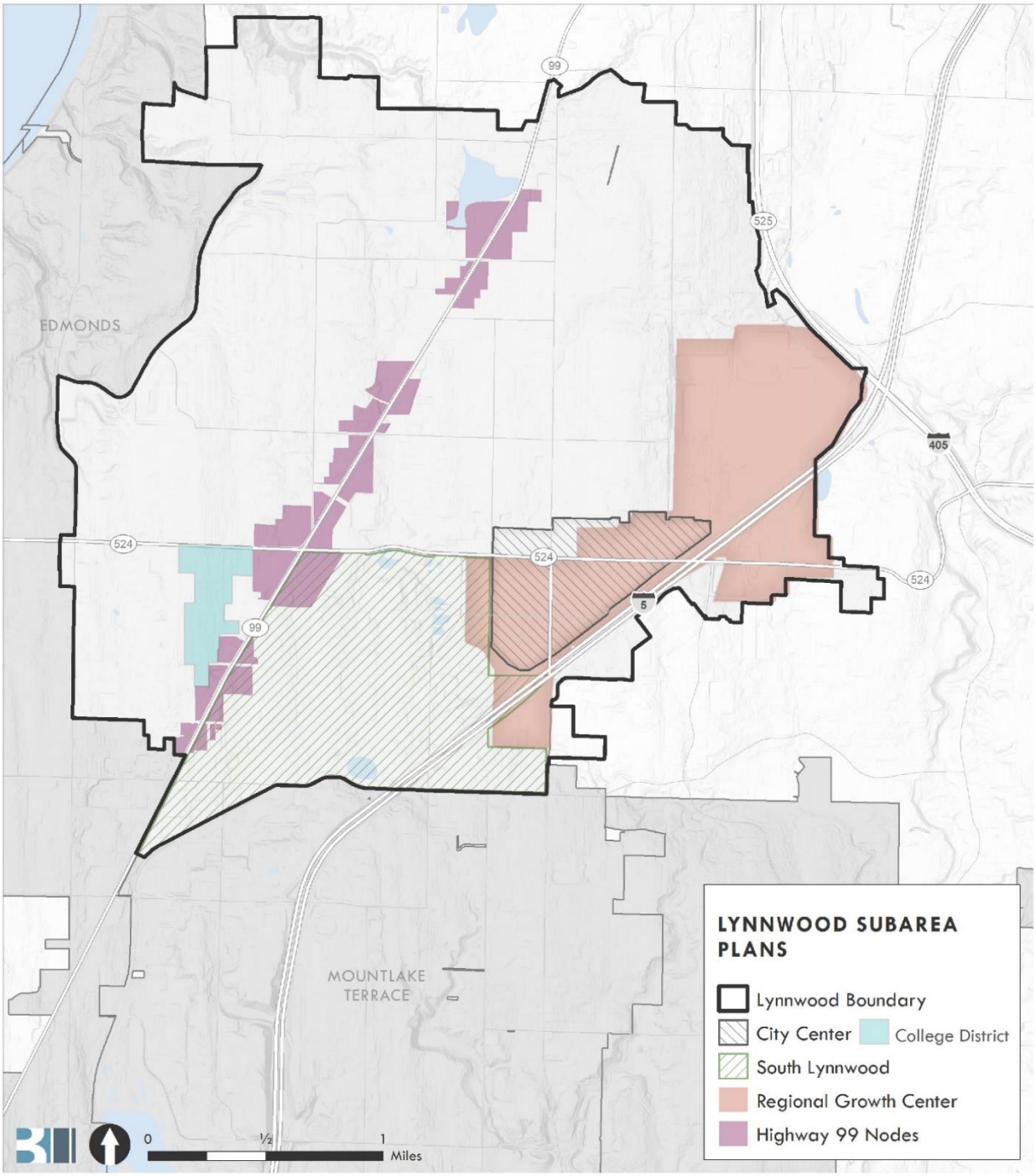
By 2050, the Puget Sound Region is expected to grow by 1.8 million people, reaching a total population of 5.8 million. An anticipated 1.2 million more jobs are forecast by 2050.

With a regional growth center and high-capacity transit, Lynnwood is estimated to be one of the locations that will see growth.

**What happens if Lynnwood doesn't prepare for it?**

The consequences of not proactively planning for growth are severe. Demand for housing will continue to increase without additional supply to balance the need. Existing residents will experience increased housing costs and may not be able to afford to stay in Lynnwood. Without proactive planning, capital facilities (such as roads and parks) will also be strained by increased usage.

**Exhibit 4. Lynnwood Subarea Plan Locations**




Source: City of Lynnwood, BERK, 2021.

- **Due to its size, Lynnwood has limited funds to directly support housing. The city's greatest resource at this time is through policies and regulations.** The **Snohomish County HART** report identifies three main roles for local government in addressing housing affordability: policy and regulatory actions; funding; and community outreach and engagement. Larger cities, such as Everett and Tacoma, have direct access to Community Development Block Grant (CDBG) funds to support housing assistance efforts. Lynnwood will be able to directly administer CDBG funding sources when the population reaches 50,000 residents (estimated to occur within the next 10 years). In the meantime, the only direct funding Lynnwood receives for housing affordability is through SHB 1406, which provides a small return of state sales tax to the City for the purpose of affordable and supportive housing. The revenue is dependent on overall sales tax collected within City limits and is estimated to be a maximum of $196,581 annually for up to 20 years (just under $4 million maximum). Funds will likely be less than this amount due to fluctuating sales tax revenue. State law requires that the funds be used to acquire, rehabilitate, or construct affordable housing; support operations or maintenance costs of affordable housing; or to provide rental assistance to tenants that make 60% or less of the area median income. The **Housing Action Plan Goals & Strategies** section of this plan identifies how SHB 1406 funds may be used to assist with implementation.
- **Lynnwood is a regional leader for implementing housing strategies.** This includes the implementation of **Housing Affordability Regional Taskforce (HART)** recommendations as noted above, a Multifamily Tax Exemption (MFTE) program to incentive housing, and an interlocal agreement with the Housing Authority of Snohomish County (HASCO). Lynnwood is one of only two cities in Snohomish County that has authorized HASCO to operate within the city without additional approval. This facilitates HASCO's ability to act quickly to preserve affordable multifamily developments for sale and to acquire property suitable for income-restricted housing.

This plan builds off of existing efforts and includes additional actions for the city to pursue.

## *Community Engagement Findings*

Robust and inclusive community engagement informed the goals and strategies in this plan. The City assembled a Stakeholder Advisory Group with participation and input from residents, community groups, housing developers/builders, local realtors, nonprofit housing advocates, and faith-based communities. City staff also participated in the Council's Housing Policy Committee.

The city provided several opportunities for community input, including a "tell your housing story" form, virtual open houses, videos, and surveys (in English, Spanish, and Korean). Outreach and announcements were also provided through newsletters, local community leaders, a project website, and social media. All engagement activities were adapted to be virtual due to COVID-19 and social distancing requirements.

Input gathered at Community Conversations

This section summarizes key themes from the community engagement processes. A more detailed list of engagement activities is found in **Appendix B Summary of Community Outreach Efforts.**

**Historically Lynnwood has been relatively affordable, but residents now fear being priced out. Not everyone who would like to live in Lynnwood can afford to do so (or continue to do so).**

- Lynnwood's **relative affordability** in the region and its amenities have made the city a great place to live, but community members are concerned Lynnwood is trending away from its historical affordability.
- The community is constrained by stagnant wages that have not kept up with rapidly increasing housing costs. Housing affordability is dependent on income. **Workforce development** and **educational opportunities** to increase income are complementary strategies to support the community's ability to afford increasing housing costs.
- Community members envision Lynnwood as a place where **those who work here can afford to live here**.
- Affordability is **a regional challenge,** and a lack of affordable housing **impacts communities as well as individual households**. Communities lose a healthy mix of essential residents like teachers, firefighters, and hospitality workers. Households experience loss of stability from repeat moves, lower housing quality, and crowding, which in turn impacts life outcomes and well-being for the community.

**Housing supply is increasing, but more variety is needed.**

- Many community members highlighted **the need for variety in housing types.** Housing types needed include accessory dwelling units (sometimes called in-law units or backyard cottages), townhouses, duplexes and triplexes, and family-sized rentals with three or more bedrooms.
- Some survey respondents also expressed their appreciation for **existing single-family houses** and a desire for their neighborhoods to remain unchanged**.** There was also substantial interest in incorporating low-rise housing (townhouses, duplexes, and triplexes) that can blend in with single-family neighborhoods that have access to schools, parks, and other amenities.

- A majority of survey respondents indicated they liked **duplexes, triplexes, fourplexes, and townhomes** because they are more affordable than single-family homes. A majority of survey respondents indicated they would like to see these units located throughout Lynnwood.
- Survey respondents indicated concern or a need for more of the following amenities and resources as the city supports housing and greater housing variety: emergency and safety resources (55%), nice streets with trees and sidewalks (53%), neighborhood character (46%), school capacity and/or quality (43%), and transportation improvements (42%).

### A lack of affordability affects populations disproportionally.

- Community members raised concerns that households with lower incomes and those with children were being displaced or priced out. Low- and moderate-income households face a unique challenge gaining entry to market rate housing. These households may be over income limits for housing assistance but below the level needed to afford market rate housing.
- Community members also expressed concerns for **older community members'** ability to age in place and those living with a disability. These communities would benefit from single level housing with features to facilitate caregiving and proximity to grocery stores, pharmacy, parks, libraries, trails, and civic buildings.
- Community members highlighted stable affordable housing in Lynnwood is **particularly inaccessible to BIPOC, young households, and intergenerational families.** These equity issues often intersect; for example, many households with disabled members are also low-income.

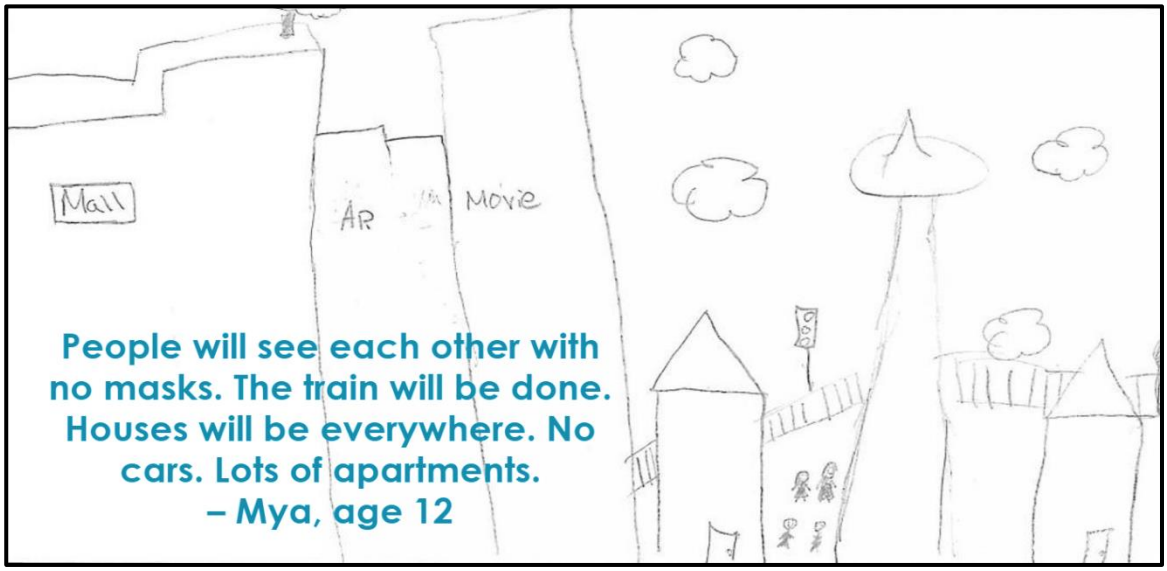
> *"I am disabled and work…I love living in Lynnwood and on the street I live on. We are small ramblers, very friendly neighbors, we know each other, and I have helped with other's kids and watched them grow up... There have been years that I have been without a car and I have been able to walk to everything I need. If the rents keep climbing, I don't know how much longer I will be able to afford to live here."*
>
> Survey response from community member

### There is broad support for policy and regulatory changes to increase housing supply and affordability.

- The survey found respondents support initiatives for more income-restricted units (68% agree) and tenant protections (66% agree).
- When survey respondents were asked what strategies they were most interested in Lynnwood pursuing, the most popular response was to **increase the number of affordable homes (54%)**, followed by ensuring homes are safe and healthy (51%) and increasing the number of affordable, family-sized homes (49%).
- Survey respondents also identified efforts they would like to see to improve neighborhoods and increase opportunities for all residents, including: increase pedestrian safety, improve walkability, improve traffic signaling, create community gathering spaces, prioritize community health and safety, and help existing residents to stay in Lynnwood.

**Program and partnership opportunities are an important part of the overall strategy.**

- Community members suggested **partnerships with local nonprofit developers** or with faith-based organizations.
- Community members also saw value in **marketing and communications** around housing strategies and a need to educate community members and build support.




Source: Kamp Kookamunga drawing exercise "What will houses look like in 2044?"

This page intentionally left blank.

# Housing Action Plan Goals & Strategies

## Housing Action Plan Goals

This is a five-year plan to guide city efforts to create and preserve housing that is safe and affordable for the entire community. There are four goals, which were developed by identifying current and future housing needs and listening to community ideas and feedback.

**Housing Action Plan Goals:**

1. **Produce** housing that meets the needs of the community.
2. **Preserve** existing housing that is affordable and safe so that people can stay in Lynnwood.
3. **Partner** with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.
4. **Prepare** for continued growth and increase the quality of life in Lynnwood.

There are 10 strategies with implementing actions that support the goals.

**Why is this a five-year plan?**

- The Housing Action Plan identifies housing efforts that should be coordinated with the 2024 Comprehensive Plan (a long-term community vision that guides Lynnwood's day-to-day actions).
- Within the next 10 years the City will receive CDBG funds. Prior to receiving CDBG funds it will be necessary to re-evaluate strategies and administrative capabilities in anticipation of new funding.

### *GOAL 1: **Produce** housing that meets the needs of the community.*

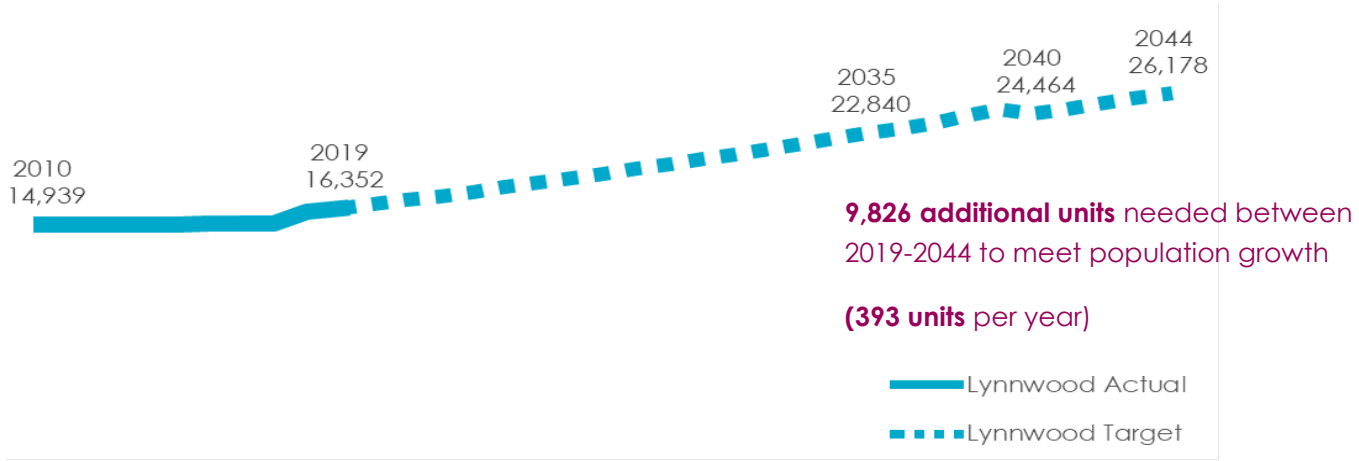
Lynnwood needs more housing to accommodate **forecasted population growth.** Lynnwood is expected to grow by over 25,000 residents from 2019-2044.[1] The **Housing Needs Assessment** found average annual production needs to be an average of **393 units per year** to meet estimated household growth by 2044 (See **Exhibit 5**).

[1] Washington OFM for 2019 population estimate and PSRC VISION 2050 plan for 2044 estimate.



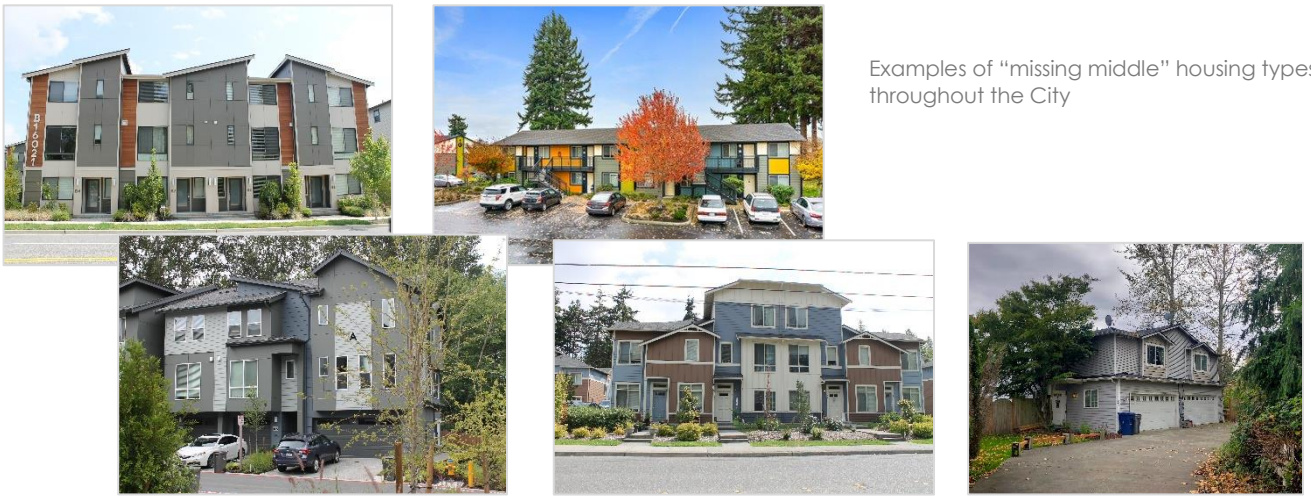
90.3-C-28

**Exhibit 5. Housing Units Needed to meet Population Growth by 2044**




Sources: Lynnwood Comprehensive Plan, 2015; PSRC Land Use Vision version 2, 2017; BERK, 2020.

The number of units needed to accommodate population growth requires a **mix of development types** to meet needs of all community members. The **Housing Needs Assessment** found single family homes comprise **49%** of Lynnwood's housing stock and **84%** of Lynnwood's residential land area. The market is not producing enough mid-sized housing types, which appeal to a wider range of households and income levels. Through the engagement process, community members shared they would like to see more accessory dwelling units, duplexes, triplexes, fourplexes, and townhomes located throughout all residential neighborhoods. These types of housing are more affordable than single-family homes and can offer home ownership opportunities. While the City received feedback from a variety of stakeholders that these units can integrate into existing neighborhoods, further research is needed to evaluate feasibility and market conditions.



Examples of "missing middle" housing types throughout the City

## *GOAL 2: Preserve existing housing that is affordable and safe so that people can stay in Lynnwood.*

Lynnwood housing has historically been considered affordable, but residents are worried they will **no longer be able to afford to live in the city**. The **Housing Needs Assessment** found 54% of Lynnwood households are homeowners, but less than 20% of Lynnwood residents can afford to purchase the median-priced home in today's market.

Over half (52%) of survey respondents are concerned they will not be able to continue to afford to live in Lynnwood

Displacement refers to instances when a household is forced or pressured to move from their home against their will. As the City implements this plan It is important to identify **anti-displacement measures** to help residents to stay in the community. Currently funding for anti-displacement measures is limited.

## *GOAL 3: **Partner** with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.*

It is important for the City to **develop partnerships** with groups that influence or are affected by the housing market. These groups include for-profit and nonprofit developers, community organizations, community members, neighboring jurisdictions, and others. Many organizations actively build housing and provide financial services for lower income community members. This is an opportunity for the City to support efforts it cannot undertake on its own.

Lynnwood community members

Housing challenges are prevalent across the greater region. **Regional action is needed** to address housing affordability challenges through cooperation and coordination among jurisdictions. The City should continue participating in multi-jurisdictional efforts to address regional housing needs and advocate for South Snohomish County-specific solutions when appropriate.

## ***GOAL 4: Prepare*** *for continued growth and increase the quality of life in Lynnwood.*

By anticipating future growth, Lynnwood can support efforts for future generations to enjoy **good schools, access to public spaces, and a range of transportation options**. Planning for housing that is affordable at all price points will help fulfill the community's desire for people who work in Lynnwood to live in Lynnwood.

Proactive planning efforts promote **stronger and more sustainable communities**, making sure public resources are invested to benefit the whole community.

Lynnwood Fair on 44th event

# Housing Action Plan Strategies

The matrix in **Exhibit 6** connects the ten selected strategies with plan goals. It also links to a detailed strategy description containing ideas about how the strategy can be best implemented in the Lynnwood context.

The ten strategies were selected from a broad list of potential strategies compiled from the **Department of Commerce guidance for Housing Action Plans**, Snohomish County **Housing Affordability Regional Task Force (HART)** report, other jurisdictions' housing strategies, and community input. The strategy selection process is further detailed in **Appendix C Strategy Screening Methodology.** The plan is a commitment to address housing affordability. If adopted, the City will spend the next five years further researching and implementing the strategies and actions to tailor the efforts to address Lynnwood's needs.

### Exhibit 6. Housing Action Plan Strategies

| Strategy | Produce | Preserve | Partner | Prepare |
|---|---|---|---|---|
| **Strategy 1**: Continue promoting housing in the Regional Growth Center (Alderwood and City Center) and along major transportation corridors. | ● | | ● | ● |
| **Strategy 2**: Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions. | ● | | ● | ● |
| **Strategy 3:** Strategically rezone areas to increase and diversify Lynnwood's housing options. | ● | | ● | ● |
| **Strategy** 4: Revise the Multifamily Tax Exemption (MFTE) program. | ● | ● | | ● |
| **Strategy 5**: Partner with housing providers. | ● | | ● | |
| **Strategy 6**: Support third-party purchases of existing affordable housing to keep units affordable. | | ● | ● | |
| **Strategy 7**: Work with faith-based and nonprofit organizations. | ● | | ● | |
| **Strategy 8:** Develop a rental registry program. | | ● | | |
| **Strategy 9**: Encourage amenities that enhance quality of life. | ● | | | ● |
| **Strategy 10**: Continue community conversations about housing. | | | ● | ● |

The 10 Housing Action Plan strategies will address housing within Lynnwood city limits. Regionally, there are several opportunities for Lynnwood to advocate and coordinate efforts to improve housing affordability. Below are a few suggestions:

1. Advocate for increased funding and pooled resources for more housing vouchers, rental relocation assistance, and the creation of a housing revolving loan fund.

2. Support enhanced 311 and social services so households can receive timely support to prevent housing instability.

3. Work with south Snohomish County cities. South Snohomish County cities face similar challenges and can share lessons learned. They can also hold each other accountable to pursue action.

4. Address the high cost of living in this region by promoting transportation options, increasing food access, reducing childcare costs, and encouraging workforce development.

5. Advocate and support funding for the creation of a centralized Snohomish County program (such as east King County's ARCH) to address housing challenges in a coordinated manner across the county.

6. Work with the state and federal governments on legislation, funding, and innovative solutions.

# Strategy 1: Continue promoting housing in the Regional Growth Center (Alderwood and City Center) and along major transportation corridors.

- **Description:** By 2024, Lynnwood will have several transit investments, including Sound Transit light rail and bus rapid transit, Community Transit bus rapid transit, and expanded local service. A second Sound Transit Light Rail station is anticipated in the mid-2030s. Planning for housing capacity around transit and employment hubs will help households with modest incomes since transportation is often the second largest share of household budgets (after housing). Continuing to promote housing and other amenities in the Regional Growth Center (Alderwood and City Center), College District, and Highway 99 subareas will help the city leverage public investments in transit infrastructure and economic development. See **Exhibit 4** and **Exhibit 7**. Added housing capacity in transit and job-rich areas contribute to compact, walkable neighborhoods and reduces dependence on cars.
- **Implementation Actions:**
  - Work with other departments to align capital facilities planning.
  - Update Regional Growth Center development regulations and design guidelines to support transit-oriented development (TOD). Remove process barriers and provide flexibility to incentivize development.
  - Adopt planned action ordinance to reflect anticipated growth and streamline development.
- **Related Strategies and Other Considerations:** Housing at the proposed densities will need to be accompanied by investments to create walkable, amenity-rich areas (Strategy 9). Partnerships with housing providers (Strategy 5) and with faith-based and nonprofit organizations (Strategy 7) as well as support for strategic acquisition of existing affordable housing (Strategy 6) are complementary efforts.

### Needs Addressed

Increasing housing supply moderates price increases and makes housing more affordable to low- and moderate-income households.

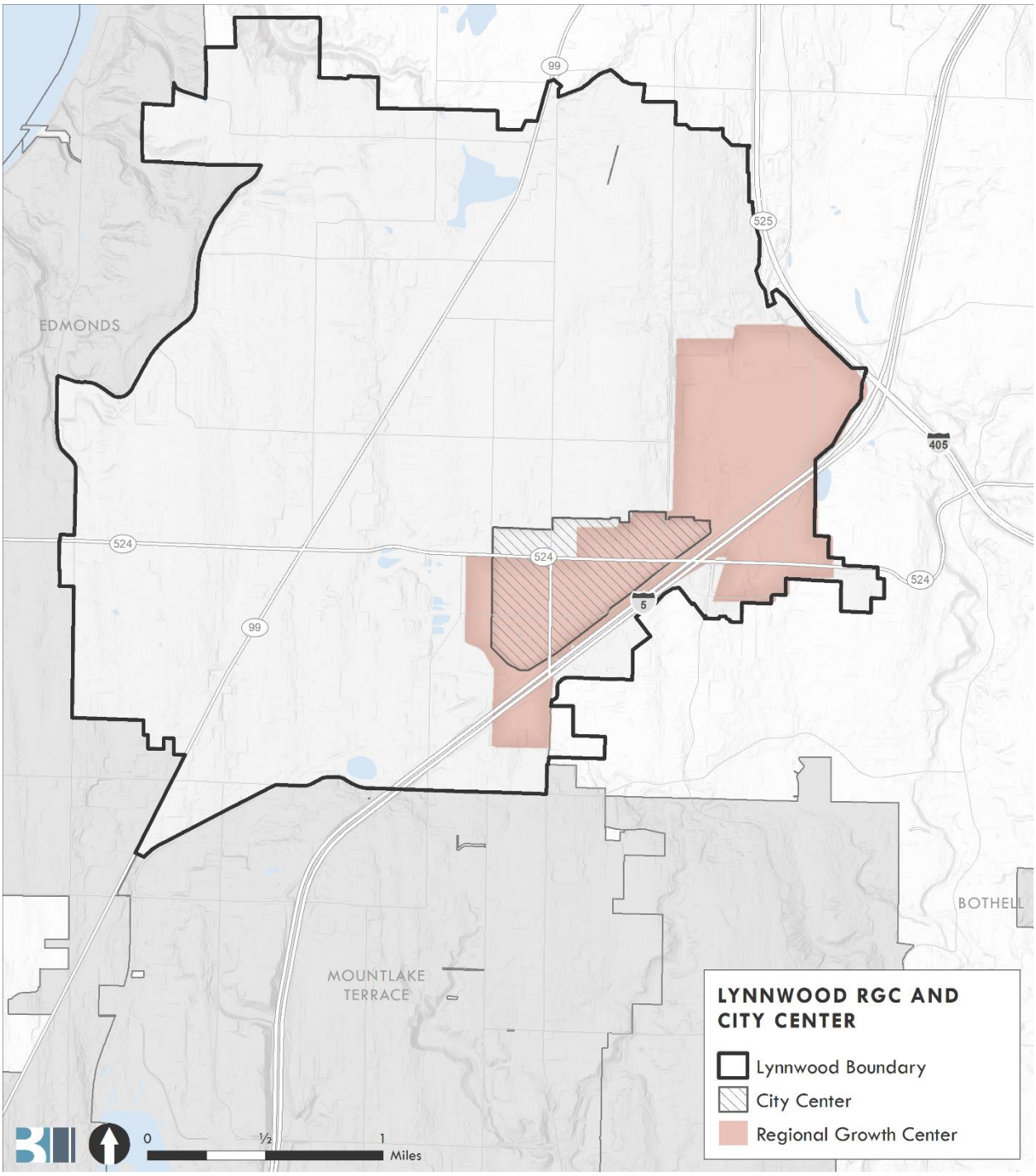
**Housing Needs Assessment**

- The pace of housing unit construction needs to accelerate to meet expected future demand.

**Policy and Code Review**

- Lynnwood's land supply may be a restricting factor.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.
- The City's policy to promote housing in designated subareas is working, although some subareas have more new housing than others.

### Exhibit 7. Regional Growth Center and City Center




Source: City of Lynnwood, BERK 2021.

# Strategy 2: Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions.

- **Description:** The Lynnwood Municipal Code (regulations) is limiting new development and rehabilitation of existing housing. Design guidelines did not anticipate newer development types, such as transit-oriented mixed-use development. Updates to city regulations and design standards can reduce inconsistencies and support flexibility. This will streamline the development process and reduce pass-through housing costs. Lynnwood's subarea planning efforts focus on specific areas (Regional Growth Center, City Center, Highway 99, College District, and South Lynnwood) to create a shared vision. These regulations to implement the subarea plans should be updated to ensure the outcomes they envisioned can be realized.
- **Implementation Actions:**
  - Update Subarea Plans (Highway 99 and College District).
  - Update Lynnwood Municipal Code to remove barriers and modernize code to build more housing. (For one example, see **Exhibit 8** addressing accessory dwelling units.)
  - Evaluate and update design guidelines to respond to evolving development trends.
- **Related Strategies and Other Considerations:** Housing providers can provide insight into realistic outcomes from regulation updates (Strategy 5). Subarea planning is most effective when accompanied with partnerships (Strategy 5 and Strategy 7), with investments in amenities (Strategy 9) and informed by a robust community conversation (Strategy 10). The City should carefully balance regulatory changes and required amenities with the risk of increasing housing costs. It is important regulatory changes do not unintentionally displace the very people the improvements are intended to benefit.

### Needs Addressed

The City's intent is to remove barriers and encourage the development of lower-cost housing types.

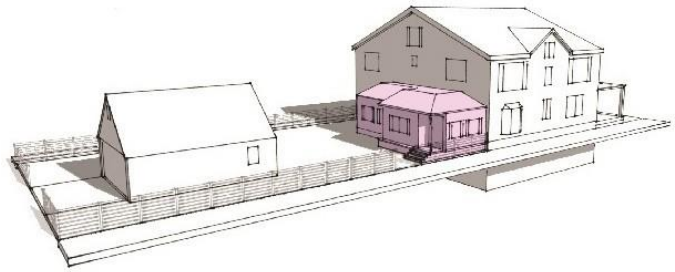
*Housing Needs Assessment*

- Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.
- Lynnwood's current housing stock lacks housing type variety.
- The pace of housing unit construction needs to accelerate to meet expected future demand.

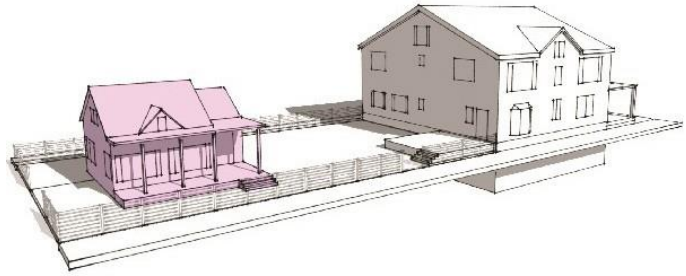
*Policy and Code Review*

- The City needs to increase the variety of housing types allowed to meet residents' housing needs.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 8. Accessory Dwelling Unit Examples**



Attached Accessory Dwelling Unit



Detached Accessory Dwelling Unit

Source: Lynnwood Accessory Dwelling Unit Guide, 2018

During the Housing Action Plan (HAP) creation community members repeatedly expressed frustration with Accessory Dwelling Unit (ADU) regulations limiting development potential.

As part of Strategy 2 the City can update regulations, design standards, and plans to address a range of housing types including ADUs.

# Strategy 3: Strategically rezone areas to increase and diversify Lynnwood's housing options.

- **Description:** Zoning districts (zones) identify permitted uses (residential, commercial, etc.) and development requirements for every property in Lynnwood. Historically, zoning has been used by cities to limit a mix of housing types, which drives up housing costs for everyone. For example, in Lynnwood, changes over time have resulted in many existing multifamily apartments containing more units than what would be allowed if built to today's standards. If a structure needs to be rebuilt or rehabilitated there would be a decrease in total housing units, which is contrary to the goals of this plan.

  Strategically rezoning areas is one of the most effective tools available to cities for increasing housing capacity and attracting a mix of unit types. Survey respondents indicated strong interest in allowing missing middle housing types such as duplexes and townhomes. See **Exhibit 9**. Rezoning to allow more housing types can encourage a range of housing that meets the community's needs. Rezone locations will need to be further evaluated to address infrastructure capacity and the likelihood it will yield redevelopment of additional units.
- **Implementation Actions:**
  - Analyze areas that can support redevelopment and where additional housing capacity can occur.
  - Integrate proposed changes into Comprehensive Plan update and LMC.
- **Related Strategies and Other Considerations:** Community engagement with housing developers and community stakeholders is important for the success of these efforts (Strategy 5 and Strategy 10). Lynnwood's Comprehensive Plan update is scheduled for 2024. This is the best opportunity to update the city's future land use map and coordinate these changes across Lynnwood departments. Strategic rezones should be coordinated with efforts in Strategies 1 and 2 to update regulations and design guidelines.

## Needs Addressed

The strategy allows homeownership options at different price points to meet a variety of needs.

*Housing Needs Assessment*

- Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.
- Lynnwood's current housing stock lacks housing type variety.
- The pace of housing unit construction needs to accelerate to meet expected future demand.

*Policy and Code Review*

- The City needs to increase the variety of housing types allowed to meet residents' housing needs.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 9. Missing Middle Housing Types**

Duplex

Townhouses

Townhouses

Source: City of Lynnwood, 2021.

"Missing middle" housing refers to a diversity of residential housing options that transition between single family homes and high-rise apartments, such as accessory dwelling units, duplexes, multiplexes, and townhomes.

With Strategy 3 the City will be considering strategically rezoning areas to increase housing capacity and attract a mix of unit types.

Image source: American Capital Group

# Strategy 4: Revise the Multifamily Tax Exemption (MFTE) program.

- **Description:** The Multifamily Tax Exemption (MFTE) program provides a property tax exemption on eligible multifamily structures to encourage housing in targeted areas. Cities designate areas and additional requirements (such as displacement prevention measures) for their program. In Lynnwood, MFTE is currently offered in the City Center. The existing policy is open to both preservation and new construction projects for large multifamily developments (50+ unit). See **Exhibit 10** for an example development. MFTE is a successful tool when applied to areas where multifamily housing is desired but where the market needs incentives to attract investment.

  Reevaluating and expanding the MFTE program aligns with recommendations from the **2015 Economic Development Action Plan** and the **Highway 99 Subarea Plan**. Further study may identify additional MFTE target zones throughout Lynnwood, such as South Lynnwood or the College District. Re-evaluating the MFTE code requirements may yield additional benefits, such as utilization of the rehabilitation option.
- **Implementation Actions:**
  - Evaluate potential MFTE scenarios to encourage more income-restricted units and analyze levels of affordability.
  - Evaluate appropriate locations for MFTE program.
  - Streamline process.
- **Related Strategies and Other Considerations:** Revisions to the MFTE program can support efforts to concentrate growth along transportation corridors (Strategy 1) and to update subarea plans to be responsive to changing conditions (Strategy 2).

## Needs Addressed

*Housing Needs Assessment*

- 40% of households pay more than they can afford on housing and are cost burdened.
- Housing costs are rising much faster than incomes.
- Eligibility for subsidized housing programs far outstrips supply. Many renter households qualify for housing assistance but lack access to subsidized housing.
- Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.

*Policy and Code Review*

- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.
- The City's policy to promote housing in designated subareas is working, although some subareas have more new housing than others.to support housing is through policies and regulations.

**Exhibit 10. Draft Rendering of Kinect @ Lynnwood**

Source: American Capital Group.

Example multiunit development in the City Center anticipated for completion by 2024 and proposing use of MFTE.

# Strategy 5: Partner with housing providers.

- **Description:** Coordinating with housing providers can help the City identify regulatory and design guideline updates that achieve shared housing production goals. Feedback from partners who use the Lynnwood Municipal Code frequently can assist in identifying where existing regulations (and potential changes) may not yield results as intended. This approach recognizes City action alone is not enough to achieve housing goals in Lynnwood. Conversations should identify production barriers and discuss opportunities to encourage a variety of housing types that meet the community's needs. Lynnwood has started to build these partnerships through the Development and Business Services reorganization/permit process improvements and by including housing providers in the Stakeholder Advisory Group for this plan. Continued collaboration will benefit everyone.
- **Implementation Actions:**
  - Facilitate development conversations and identify opportunities for collaboration within the housing and social services community. See example in **Exhibit 11**.
  - Continue to be flexible and responsive to changing conditions (see Strategies 1, 4, and 6).
- **Related Strategies and Other Actions:** Coordinating with housing providers will be necessary for the success of Strategies 1, 2, 3, and 4. It is important to balance input from multiple sources to meet community needs. SHB 1406 funds can be used to implement this strategy.

## Needs Addressed

*Housing Needs Assessment*

- Housing costs are rising much faster than incomes.
- Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.
- Lynnwood's current housing stock lacks housing type variety.
- The pace of housing unit construction needs to accelerate to meet expected future demand.

*Policy and Code Review*

- The City needs to increase the variety of housing types allowed to meet residents' housing needs.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.
- The City's policy to promote housing in designated subareas is working, although some subareas have more new housing than others.

**Exhibit 11. Housing Hope**

Source: Housing Hope 2021.

# Strategy 6: Support third-party purchases of existing affordable housing to keep units affordable.

**Description:** The **Housing Needs Assessment** found Lynnwood renters face higher affordability challenges than owners. Survey respondents indicated they are fearful of no longer being able to live in Lynnwood due to increased housing costs. This strategy prevents potential displacement of residents.

Acquiring existing affordable units can be a cost-effective method to preserve existing housing and prevent displacement. Maintaining existing naturally occurring and income-restricted affordable housing units is cheaper than constructing new units (although both are needed). There are several ways Lynnwood can support preservation of existing units. State law (RCW 35.21.685) allows for cities to use public resources to construct, acquire, or rehabilitate housing that is or will be occupied by households making 80% or less of the area median income. See example in **Exhibit 12**.

While Lynnwood has limited funds available, there are many other ways to support these efforts. For example, the city has a significant proportion of older housing stock that is typically more affordable. These structures are at risk of being demolished and rebuilt with market-rate housing or fewer income-restricted units due to changes in zoning regulations. Lynnwood should review regulations and consider strategic rezones to allow for rehabilitation of properties to maintain, at minimum, no net loss in existing units.

- **Implementation Actions:**
  - Proactively engage with housing providers to identify opportunities for support.
  - Update policies and regulations to be competitive for funding opportunities.
- **Related strategies and Other Considerations:** Faith-based and nonprofit organizations (Strategy 7) are most likely to implement this strategy. Coordination and partnership will increase the potential for success. SHB 1406 funds can be used to implement this strategy.

## Needs Addressed

*Housing Needs Assessment*

- 40% of households pay more than they can afford on housing and are cost burdened.
- Housing costs are rising much faster than incomes.
- Eligibility for subsidized housing programs far outstrips supply. Many renter households qualify for housing assistance but lack access to subsidized housing.
- Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.

*Policy and Code Review*

- Lynnwood's land supply may be Lynnwood's land supply may be a restricting factor.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 12. HASCO Trillium Before and After Renovation**

Before

After

Source: HASCO 2021.

After purchasing the formerly-named Tall Firs Apartments and finishing an extensive renovation of all 40 units and the grounds, the Housing Authority of Snohomish County (HASCO) opened the renamed Trillium Apartments at 23000 55th Ave. W. in Mountlake Terrace. The units are provided to senior adults 62 years and older. ~MLTNews, September 16, 2018

# Strategy 7: Work with faith-based and nonprofit organizations.

- **Description:** The Lynnwood community has a network of faith-based and nonprofit organizations with missions to address community needs. Faith-based organizations and nonprofit organizations can be important partners for housing efforts, particularly housing that serves vulnerable groups and residents with lower incomes. See **Exhibit 13** for an example. Faith-based and nonprofit organizations are partners with a unique set of resources and an inherent focus on serving the needs of those who are most vulnerable. The City can collaborate to identify solutions that fit within regulatory requirements while providing flexibility for innovation.
- **Implementation Actions:**
  - Convene and connect with these organizations to stay in touch with community issues.
  - Explore opportunities for collaboration toward shared goals (see Strategies 3, 6, and 9).
- **Related Strategies and Other Considerations:** This strategy overlaps with Strategy 6 (preserving existing housing that is safe and affordable). Faith-based and nonprofit organizations are trusted community messengers and can help with inclusive engagement (Strategy 10) and implementation of multiple other strategies. SHB 1406 funds can be used to implement this strategy.

## Needs Addressed

*Housing Needs Assessment*

- Eligibility for subsidized housing programs far outstrips supply. Many renter households qualify for housing assistance but lack access to subsidized housing.
- Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.

*Policy and Code Review*

- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 13. Shepherds Village Tiny Homes**

Shepherd's Village Pallet Shelter Construction

Shepherd's Village Tiny Homes

Source: Jean Kim Foundation

Shepherd's Village provides a home for Edmonds Community College students experiencing homelessness. Temporary tiny homes were intended to offer more privacy and weather protection. ~HeraldNet, July 27, 2018

# Strategy 8: Develop a rental registry program.

- **Description:** Almost half of Lynnwood households (46%) are renters. Survey responses indicated strong support for renter protections and programs. See **Exhibit 14**. Rental registry programs proactively address life safety concerns and maintenance issues in rental units. Inspections evaluate rental units for basic life safety precautions such as the provision of emergency egress; operational fire safety equipment; proper ventilation; and functioning utilities.

  Tenants can feel sometimes powerless or fear retaliation when they are responsible for addressing concerns directly with landlords. This is particularly true for a community's most vulnerable renters, such as those who cannot afford to move, people with disabilities, or those who do not speak English.

  Proactively inspecting and enforcing basic provisions protects tenants' safety and promotes health and wellbeing across the community. The City's Development & Business Services 2020 "Process Review & Improvement Program" also recommends a rental registry program. Further evaluation will identify program scope and implementation costs.

- **Implementation Actions:**
  - Research and scoping process.
  - Appropriately staff to support the program.
  - Engage with community to increase awareness and education.
  - Pilot testing and refinement.

- **Related Strategies and Other Considerations:** Lynnwood's efforts to preserve housing that is safe and affordable (Strategy 6) will be further supported if units are maintained for life-safety provisions. Details of a rental registry program require further study. The frequency of inspections and process for rental unit registration will depend on program staffing and resources. Lynnwood can look to examples from other programs in the region: Lakewood, Seattle, Kent, Bellingham, and Tukwila all have active rental registry programs for reference. This strategy is likely to require the addition of staff positions at the City for inspection, monitoring, and legal remedies. Communication with tenants and landlords will be an essential component to the success of a rental registry program (Strategy 10).

**Needs Addressed**

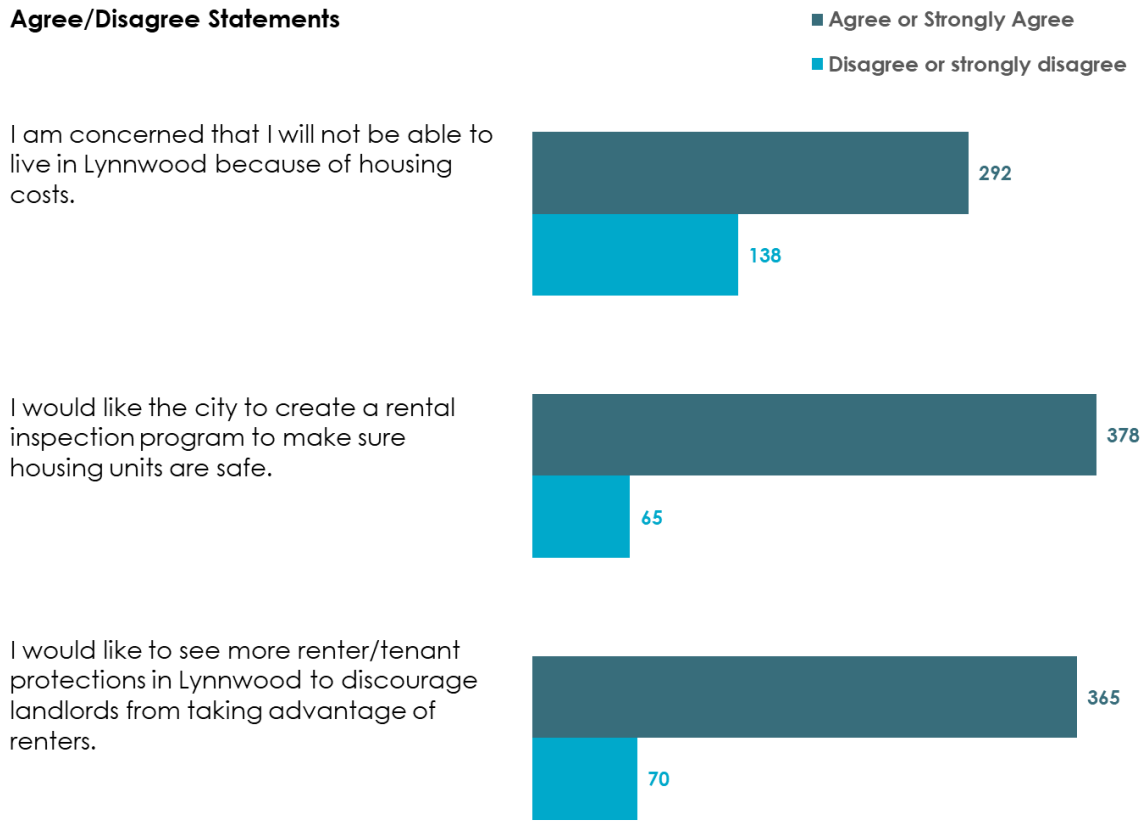
*Housing Needs Assessment*

- 40% of households pay more than they can afford on housing and are cost burdened.
- Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.

*Policy and Code Review*

- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 14. Selected Responses to Survey Questions: Agree/Disagree Statements**




Source: BERK Consulting, Inc. 2021.

Respondents demonstrated support for initiatives such as incentives and/or requirements for inclusionary housing, rental inspection programs, and more tenant protections. Support was strongest for rental inspection and tenant protection programs. Many respondents (272) voiced concern that they could be priced out of Lynnwood.

# Strategy 9: Encourage amenities that enhance quality of life.

- **Description:** Housing is most successful when accompanied by investments in amenities and community assets that improve quality of life. They make neighborhoods healthier and more aesthetically attractive. Community assets are particularly important for lower-income households, households living in smaller units, and housing without private yards for recreation. The community has indicated an appreciation and desire for more parks, community gathering spaces, and locally owned businesses. See examples in **Exhibit 15**.

  Lynnwood can encourage quality of life amenities across its neighborhoods with cross-sector partnerships and incentives. The 2024 Comprehensive Plan update and capital facilities programming should align city investments with projected housing growth. This strategy aligns with the city's **2016-2025 Park, Arts, Recreation, and Conservation Plan**, which identifies the need for an expanded park system and additional programming that is responsive to Lynnwood's changing demographics. It also aligns with several of the **2015 Economic Development Action Plan's** goals and actions, such as: incorporating amenities for open space into new development; enhancing Lynnwood's livability and unique sense of place; recruiting entertainment and recreational uses; and improving neighborhoods.

### Needs Addressed

*Housing Needs Assessment*

- Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.
- The pace of housing unit construction needs to accelerate to meet expected future demand.

Policy and Code Review

- Lynnwood's land supply may be a restricting factor.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

- **Implementation Actions:**
  - Establish list of priorities for amenity review and inventory.
  - Conduct study for gaps in coverage and neighborhood-based evaluations.
  - Coordinate with appropriate departments to address community needs. Update regulations and design guidelines as necessary (see Strategy 2).
- **Related Strategies and Other Considerations:** Amenity investments are long-term in focus. This strategy will be particularly effective in locations that are anticipated to experience new housing development (Strategies 1, 2, and 3). Community needs and preferences can be gathered through meaningful community engagement processes (Strategy 10).

**Exhibit 15. Example Amenities in Lynnwood Area**

# Strategy 10: Continue community conversations about housing.

- **Description:** Addressing housing needs will require ongoing community conversations about housing needs and solutions. An inclusive community engagement process intentionally brings historically underrepresented community members into conversations and will help reflect diverse concerns in decision-making. This will support Lynnwood's goal of creating housing policies that serve all of Lynnwood.
- **Implementation Actions:**
  - Use outlets such as social media and newsletters to regularly provide updates on action items and to raise awareness about new and evolving housing needs.
  - Establish two-way communication channels with the community and incorporate concerns and ideas in planning efforts.
  - Provide public spaces for events and education related to housing. See example events in **Exhibit 16**.
- **Related Strategies and Other Considerations:** Inclusive community engagement is essential as the city begins to implement all other strategies. Communication processes should include approaches that are accessible and culturally relevant. Engagement should consider community members who prefer to communicate in languages other than English, who have historically been underrepresented in decision making process, or who are cautious about interacting with government entities.

## Needs Addressed

*Housing Needs Assessment*

- 40% of households pay more than they can afford on housing and are cost burdened.
- Homeownership is out of reach for a growing proportion of residents, with the largest gaps for Black, Indigenous, and People of Color (BIPOC) communities.
- Residential patterns reveal White residents and Black, Indigenous, and People of Color (BIPOC) residents live in largely separate communities.

Policy and Code Review

- The City needs to increase the variety of housing types allowed to meet residents' housing needs.
- The Lynnwood Municipal Code (LMC) may be limiting new development or rehabilitation of existing housing.
- Lynnwood's greatest resource to support housing is through policies and regulations.

**Exhibit 16. Community Engagement and Outreach Activities in Lynnwood**

Afrolatino Festival

Halloween Hullabaloo

Meet me at the Park

Lynnwood Food Bank Day

Source: City of Lynnwood, 2019-2020.

# Implementation

## Action Steps and Timeline

This Housing Action Plan includes strategies and implementing actions for the next five years. The chart in **Exhibit 17** provides an overview of the implementation schedule for all 10 strategies. The table below estimates the upfront staff time and other costs associated with implementation of each strategy and identifies key partners for collaboration. The schedule in **Exhibit 18** outlines the research and adoption time frames for each strategy as well as an estimated start date for implementation.

The implementation plan's actions are intended to guide budgets and workplans for city departments and community partners. Implementation will depend on available funding. While this plan identifies potential community partners, no commitments or agreements have yet been made. Continued flexibility and adaptability will be needed as conditions change and the work plan evolves.

**Exhibit 17. Action Table for Selected Strategies.**

Level of effort metric providers a general from low to high estimated for anticipated amount of dedicated staff time or added positions as well as potential costs for technical reports or studies needed.

| | LEVEL OF EFFORT (STAFF TIME & COST) | BUDGET YEAR WHEN ACTION STARTS | POTENTIAL PARTNERS |
|---|---|---|---|
| **1. Continue promoting housing in the Regional Growth Center and along major transportation corridors.** | **High** | | |
| Work with other departments to align capital facilities planning. | | **2021-2022** | Relevant city departments |
| Update Regional Growth Center development regulations and design guidelines. Remove process barriers and provide | | **2021-2022** | Housing providers, businesses, property owners, and transportation agencies |

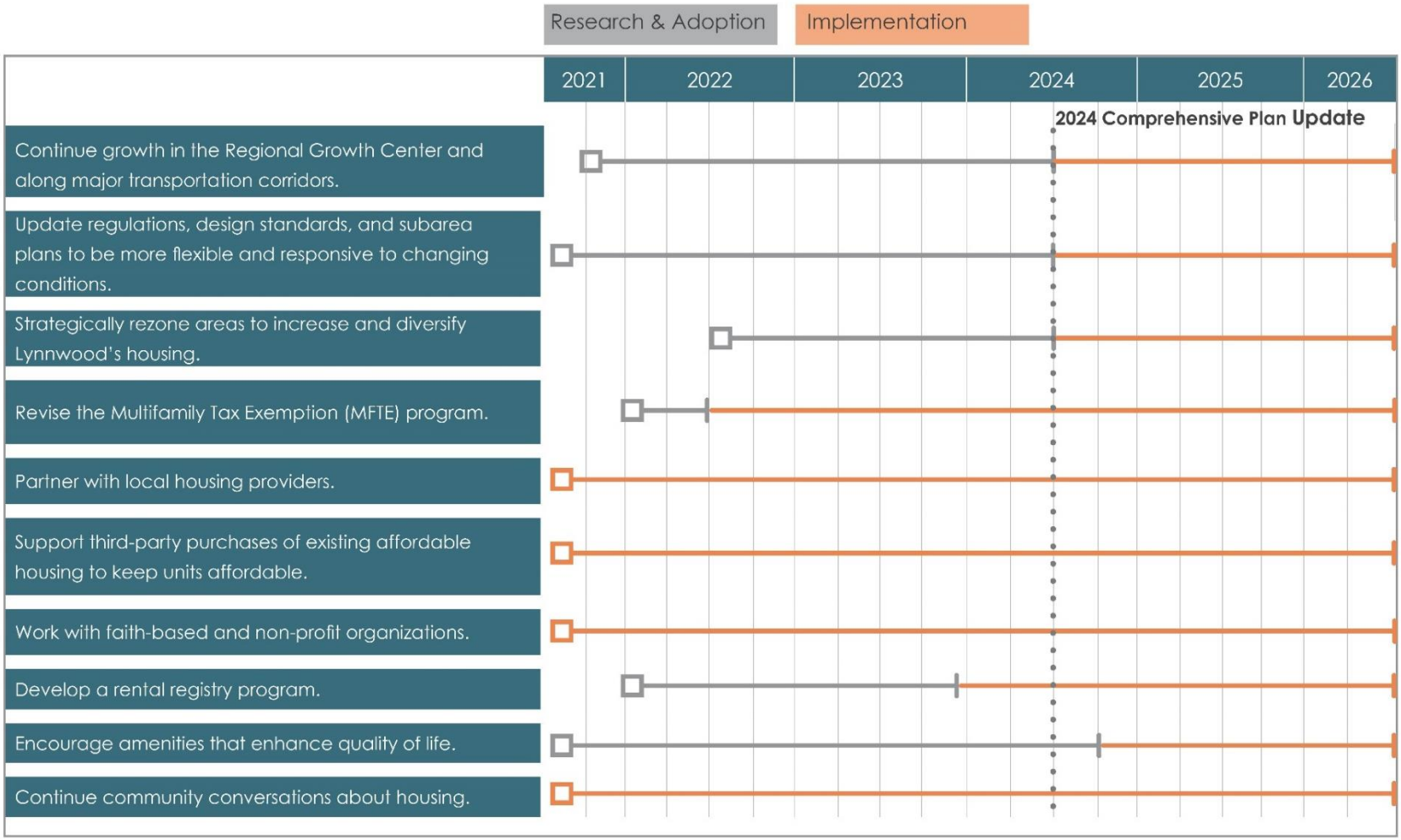
| | LEVEL OF EFFORT (STAFF TIME & COST) | BUDGET YEAR WHEN ACTION STARTS | POTENTIAL PARTNERS |
|---|---|---|---|
| flexibility to incentivize development. | | | |
| Adopt planned action ordinance to reflect anticipated growth and streamline development. | | 2023-2024 | Relevant city departments and community members |
| **2. Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions.** | **High** | | |
| Update Subarea Plans (Highway 99 and College District). | | 2025-2026 | Lynnwood community members (especially businesses, residents, Edmonds College, Edmonds School District, and community organizations) |
| Update Lynnwood Municipal Code to remove barriers and modernize code to build more housing. | | 2021-2022 | Housing providers and community members |
| Evaluate and update design guidelines to respond to evolving development trends. | | 2025-2026 | Housing providers and community members |
| **3. Strategically rezone areas to increase and diversify Lynnwood's housing options.** | **Medium** | | |
| Analyze areas that can support redevelopment and where additional housing capacity can occur. | | 2021-2022 | Relevant city departments, community members (especially community organizations), housing providers, and residents |
| Integrate proposed changes into Comprehensive Plan update and LMC. | | 2023-2024 | Relevant city departments |
| **4. Revise the Multifamily Tax Exemption (MFTE) program.** | **Medium** | | |
| Evaluate appropriate locations for MFTE program. | | 2021-2022 | Community organizations, housing providers, and community members |
| Evaluate potential MFTE scenarios to encourage more income-restricted units and analyze levels of affordability. | | 2023-2024 | Housing providers |

| | LEVEL OF EFFORT (STAFF TIME & COST) | BUDGET YEAR WHEN ACTION STARTS | POTENTIAL PARTNERS |
|---|---|---|---|
| Streamline process. | | 2023-2024 | Relevant city departments |
| **5. Partner with housing providers.** | **Low** | | |
| Facilitate development conversations and identify opportunities for collaboration within the housing and social services community. | | Ongoing | Housing providers, social service agencies, and community organizations |
| Continue to be flexible and responsive to changing conditions (See Strategies 1, 4, and 6). | | Ongoing | Housing providers, social service agencies, and community organizations |
| **6. Support third-party purchases of existing affordable housing to keep units affordable.** | **Low** | | |
| Proactively engage with housing providers to identify opportunities for support. | | Ongoing | Income-restricted housing providers and operators (such as HASCO and Housing Hope), the Affordable Housing Alliance (AHA), Snohomish County, transportation agencies, Edmonds School District, faith-based organizations, and community organizations |
| Update policies and regulations to be competitive for funding opportunities. | | 2023-2024 | Income-restricted housing providers and operators and community organizations |
| **7. Work with faith-based and nonprofit organizations.** | **Low** | | |
| Convene and connect with these organizations to stay in touch with community issues. | | Ongoing | Lynnwood Cops & Clergy, faith-based organizations, and community organizations |
| Explore opportunities for collaboration toward shared goals (See Strategies 3, 6, and 9). | | Ongoing | Lynnwood Cops & Clergy, faith-based organizations, and community organizations |
| **8. Develop a rental registry program.** | **High** | | |

| | LEVEL OF EFFORT (STAFF TIME & COST) | BUDGET YEAR WHEN ACTION STARTS | POTENTIAL PARTNERS |
|---|---|---|---|
| Research and scoping process. | | 2021-2022 | Relevant city departments, city attorney, tenant advocacy groups, landlords, renters, and cities that have implemented programs |
| Appropriately staff to support the program. | | 2023-2024 | Relevant city departments |
| Engage with community to increase awareness and education. | | 2023-2024 | Community organizations (especially Volunteers of America, tenant groups, and landlord associations) and community members |
| Pilot testing and refinement. | | 2025-2026 | Relevant city departments and community members |
| **9. Encourage amenities that enhance quality of life.** | **Low** | | |
| Establish list of priorities for amenity review and inventory. | | 2021-2022 | Community members |
| Conduct study for gaps in coverage and neighborhood-based evaluations. | | 2023-2024 | Community members |
| Coordinate with appropriate departments to address community needs. Update regulations and design guidelines as necessary (See Strategy 2). | | 2023-2024 | Relevant city departments |
| **10. Continue community conversations about housing.** | **Low** | | |
| Use outlets such as social media and newsletters to regularly update on action items and to raise awareness about new and evolving housing needs. | | Ongoing | Community organizations, faith-based organizations, Edmonds School District, Edmonds College, businesses, and community members |
| Establish two-way communication channels with the community and incorporate concerns and ideas in planning efforts. | | Ongoing | Community organizations, faith-based organizations, Edmonds School District, Edmonds College, businesses, and community members |
| Provide public spaces for events and education related to housing. | | Ongoing | Relevant city departments and community organizations |

The City intends to launch Housing Action Plan implementation by creating partnerships with housing providers and Lynnwood community members (especially businesses, residents, Edmonds College, Edmonds School District, faith-based organizations, and community organizations). The City anticipates that several strategies will require a research and adoption phase that spans the next two to three years before they can be implemented.

**Exhibit 18. Housing Action Plan Implementation Timeline**



This page intentionally left blank.

# Measuring Progress

The City intends to monitor Housing Action Plan implementation. The following **Key Indicators** reflect overall desired outcomes of this plan. The **Key Indicators** will be monitored by the City to capture overall trends of the housing market. Importantly, they will help if an adjustment in goals, strategies, and implementing actions are needed.

## KEY INDICATOR 1: Increase average annual production rate of total housing units.

This indicator reflects Goal #1 of producing housing that meets the needs of the community. Tracking production rate changes will provide a sense of shorter-term success in encouraging the production of different unit types. See **Exhibit 19**.

**Exhibit 19. Average Annual Production Rates**

| Unit Type | 2015-2019 | 2020-2024 | 2025-2029 | 2030-2034 |
|---|---|---|---|---|
| Single Family Homes | 32 units/year | | | |
| ADU | 4 units/year | | | |
| Duplex | 0.4 units/year | | | |
| Townhome | 2 units/year | | | |
| Multifamily Overall | 259 units/year | | | |
| **Overall** | **296 units/year** | | | |

Sources: City of Lynnwood permit data (by date of application), 2020; BERK, 2020.

## KEY INDICATOR 2: Decrease rate of cost burden for moderate- and low-income households without loss of moderate- and low-income households.

This indicator reflects Lynnwood's aim of housing being affordable to all residents. Cost burdened households make tradeoffs that affect other elements of wellbeing such as health or education. If affordability strategies are effective, Lynnwood should hope to see decreased rates of cost burden across all income levels. It is important to monitor both severe cost burden (over 50% of income spent on housing) and cost burden (over 30% of income spent on housing).

Success for this indicator is only complete if cost burden rates reduce without losing households at each income bracket. This makes it important to track both cost burden rates and the proportion of moderate- and low-income households in the city. A healthy mix of household

income levels means that Lynnwood is a place where essential workers such as childcare providers, educators, retail workers, and healthcare assistants can live. Maintaining this balance demonstrates the success of preservation of housing that is affordable for the entire community. See **Exhibit 20** and **Exhibit 21**.

### Exhibit 20. Rate of Cost Burden and Severe Cost Burden for Lynnwood Households

| **Household Type** | **2012-2016** | **2017-2021** | **2022-2026** | **2027-2031** |
|---|---|---|---|---|
| | *Cost Burden/ Severe Cost Burden* | *Cost Burden/ Severe Cost Burden* | *Cost Burden/ Severe Cost Burden* | *Cost Burden/ Severe Cost Burden* |
| Moderate-Income (80-100% MFI) | 21%/9% | | | |
| Low-Income (50-80% MFI) | 27%/3% | | | |
| Very Low-Income (30-50% MFI) | 46%/14% | | | |
| Extremely Low-Income (≤30% MFI) | 19%/56% | | | |
| **All Households** | **20% / 18%** | | | |

MFI refers to HUD-area median family income.

Sources: HUD CHAS (based on ACS 2012-2016 5-year estimates); BERK, 2020.

### Exhibit 21. Proportion of Moderate- and Low-income Households in Lynnwood

| **Household Type** | **2012-2016** | **2017-2021** | **2022-2026** | **2027-2031** |
|---|---|---|---|---|
| | ***Share of total households*** | *Share of total households* | *Share of total households* | *Share of total households* |
| Moderate-Income (80-100% MFI) | 11% | | | |
| Low-Income (50-80% MFI) | 17% | | | |
| Very Low-Income (30-50% MFI) | 14% | | | |
| Extremely Low-Income (≤30% MFI) | 25% | | | |

MFI refers to HUD-area median family income.

Sources: HUD CHAS (based on ACS 2012-2016 5-year estimates); BERK, 2020.

## KEY INDICATOR 3: Lynnwood Median Family Income and Housing Costs (adjusted for inflation)

When adjusting for inflation, income has stagnated over the past 10 years while housing costs of dramatically increased. Tracking Lynnwood's Median family income (MFI), median home price, and median rent price (adjusted for inflation) will reveal additional market factors and workforce/economic development opportunities. This indicator depends on factors beyond the City's control, but is a good indicator of external factors and sign that the City may need to evaluate and consider additional action. See **Exhibit 22**.

### Exhibit 22. Median Family Income and Housing Costs (adjusted for inflation in 2019$)

| | 2018 | 2020 | 2022 | 2024 | 2026 |
|---|---|---|---|---|---|
| Lynnwood Median Family Income | $73865 | | | | |
| Average Lynnwood Rent | $2,013 | | | | |
| Average Lynnwood House Price | $508,540 | | | | |

Sources: ACS 5-year Estimates, Table S1901 (Income), Zillow (Rent and Home Prices)

This page intentionally left blank.

# Website Links

This page is intended to provide readers of a printed copy the weblinks to the hyperlinked information cited throughout the Housing Action Plan.

- Work Session Agendas: https://www.lynnwoodwa.gov/files/sharedassets/public/city-council/work-session-agendas/agenda_2020_11_16_meeting.pdf
- Snohomish County HART Website: https://snohomishcountywa.gov/5422/HART
- Housing Needs Assessment: https://www.lynnwoodwa.gov/files/sharedassets/public/development-and-business-services/planning-amp-zoning/lynnwood-housing-needs-assessment_final_1.pdf
- 2021 Snohomish County Buildable Lands Report: https://snohomishcountywa.gov/1352/Buildable-Lands
- Highway 99 Subarea Plan: https://www.lynnwoodwa.gov/files/sharedassets/public/development-and-business-services/planning-amp-zoning/highway-99-subarea-plan.pdf
- 2016-2025: Parks, Recreation, Arts, and Conservation Plan: https://www.lynnwoodwa.gov/files/sharedassets/public/parks-recreation-and-cultural-arts/administration/comprehensive-plans/2016-parc-plan_web.pdf

This page intentionally left blank.

# Appendices

## A. Housing in Lynnwood: Inventory of Efforts

Lynnwood aims to be a regional model and has already implemented many efforts to address housing affordability. The City of Lynnwood has completed or is currently implementing several policies, programs, and actions to encourage housing and meet the diverse needs of the Lynnwood community.

This appendix includes an inventory of Lynnwood's existing efforts to address housing affordability. It is organized by two documents that served as a starting foundation for the Housing Action Plan's creation. Lynnwood's accomplishments represent many of the "low hanging fruit" and low-cost initiatives to address housing affordability and availability in the community. Many of the remaining strategies will require a higher level of effort, political buy-in, funding, or a combination thereof. The 10 strategies in Lynnwood's Housing Action Plan include new efforts as well as updates to existing efforts. More information about strategy selection is included in **Appendix C Strategy Screening Methodology**.

**Snohomish County Housing Affordability Regional Taskforce (HART)[2]:** In 2019, Snohomish County Executive Dave Somers and Lynnwood Mayor Nicola Smith co-chaired the HART initiative. Together, HART created a Five-Year Housing Affordability Action Plan with recommendations for all Snohomish County cities and the county to respond to housing affordability challenges. The HART Action Plan includes eight "Early Action" items and 37 action items to be implemented by HART or its members within the next five years.

**Prior to the HART report's release, Lynnwood had already implemented all of the relevant early action items that are under its authority to implement.** The City has also implemented more than half of the five-year action items under its purview and was in the process of implementing an additional 25%. See **Exhibit 23** for a summary list of these activities.

[2]Website: https://snohomishcountywa.gov/5422/HART

**Lynnwood has also implemented many of the Department of Commerce housing strategies, outlined in the Housing Action Plan guidance document.**[3] The guidance document details 58 strategies, organized by type: zoning revisions, regulatory strategies, process improvements, affordable housing incentives, funding options, anti-displacement strategies, and other strategies. This spectrum of options represents actions that can fit a range of community sizes and situations, and it is not anticipated that every strategy is the right fit for Lynnwood. Still, the City has already implemented or is in the process of implementing almost one half (48%) of these strategies.

### Exhibit 23. Lynnwood Housing Action Steps

| Lynnwood Action (Implemented or In Progress) | HART Early Action Item | HART 5-year Action Item | Dept. of Commerce Housing Strategy |
|---|---|---|---|
| Encourage cities to enter into cooperation agreements with the Housing Authority of Snohomish County (HASCO) and Everett Housing Authority (EHA). | ✓ | | |
| Implement the state sales tax shift to local governments for up to 20 years to fund low-income housing as authorized by HB 1406, as adopted by Legislature in 2019. | ✓ | | ✓ |
| Review and consider recommendations from existing toolkits to engage communities around the issue of housing affordability. | ✓ | | |
| Foster community conversations about density. | ✓ | | ✓ |
| Confirm and support an ongoing structure for regional collaboration around production of housing affordable across the income spectrum. | ✓ | | |
| Track progress on the plan. | | | ✓ |
| Establish specific housing affordability goals in city | | | ✓ |

[3] Department of Commerce Guidance Document, Published June 2020. https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/planning-for-housing/

| Lynnwood Action (Implemented or In Progress) | HART Early Action Item | HART 5-year Action Item | Dept. of Commerce Housing Strategy |
|---|---|---|---|
| and county comprehensive plans and provide more accurate information into the development of those plans. | | | |
| Ensure adequate Buildable Land Supply for housing. | | ✓ | ✓ |
| Increase SEPA categorical exemption thresholds for housing developments. | | ✓ | ✓ |
| Facilitate more efficient deal assembly and development timelines/promote cost-effectiveness through consolidation, coordination, and simplification. | | ✓ | |
| Remove barriers by reducing construction costs and delays and expedite the permit process. | | ✓ | ✓ |
| Increase housing variety allowed at a range of affordability levels in single-family zones, in areas with connections to jobs, and along transit corridors, including consideration of zoning for duplex, triplex, 4-plex, courtyard apartments, etc. | | ✓ | |
| Apply for state planning grants to develop housing elements of local comprehensive plans in connection with increasing density as authorized by HB1923 and adopted by the State Legislature in 2019. Apply alone or with other cities. | | ✓ | |
| Implement Multi-Family Property Tax Exemption program. | | ✓ | ✓ |
| Prioritize affordability and accessibility within a half mile walkshed of existing and planned frequent transit service, with particular priority near high-capacity transit stations. | | ✓ | ✓ |
| Revise local zoning to encourage Accessory Dwelling Units (ADU). | | ✓ | ✓ |

| Lynnwood Action (Implemented or In Progress) | HART Early Action Item | HART 5-year Action Item | Dept. of Commerce Housing Strategy |
|---|---|---|---|
| Reduce short plat threshold for low-income housing projects. | | ✓ | |
| Study funding mechanisms and pursue joint advocacy efforts. | | ✓ | |
| Prioritize affordability and accessibility within half a mile walkshed of existing and planned frequent transit service, placing particular priority on high-capacity transit stations. Require some amount of low-income housing in development near transit hubs. | | ✓ | |
| Remove barriers by improving the permit process. | | ✓ | ✓ |
| Increase variety of housing types allowed along transit corridors through increasing zone density and providing incentives to include low-income units. | | ✓ | ✓ |
| Reduce parking requirements for multi-family projects located near transit. | | ✓ | ✓ |
| Increase Snohomish County/City projects' competitiveness for state and federal funding by ensuring multi-family zoning near transit. | | ✓ | |
| Maximize resources available for Transit Oriented Development (TOD) in the near term. | | ✓ | |
| Expand engagement of non-governmental partners to support efforts to build and site more affordable housing. | | ✓ | ✓ |
| Engage communities of color, historically underserved communities, and low-income communities in affordable housing development and policy decision. | | ✓ | ✓ |
| Subarea Plan with non-Project EIS | | | ✓ |

| Lynnwood Action (Implemented or In Progress) | HART Early Action Item | HART 5-year Action Item | Dept. of Commerce Housing Strategy |
|---|---|---|---|
| Strategic Infrastructure Investments | | | ✓ |
| Upzone | | | ✓ |
| Increase Building Height | | | ✓ |
| Integrate or Adjust Floor Area Ratio Standards | | | ✓ |
| Increase or Remove Density Limits | | | ✓ |
| Adopt Design Standards | | | ✓ |
| PUD/PRD and Cluster Subdivisions | | | ✓ |
| Planned Action | | | ✓ |
| Subdivision Process Streamlining | | | ✓ |
| Strategic Infrastructure Investments | | | ✓ |
| Simplify Land Use Designation Maps | | | ✓ |
| Temporary Emergency Housing | | | ✓ |

# B. Summary of Community Outreach Efforts

Community involvement for this project was responsive to COVID-19 social distancing requirements. The Project Team worked hard to ensure that the community's voice is well represented in this plan. This appendix summarizes findings from three of the major engagement efforts. It also provides a detailed list of additional outreach activities and feedback opportunities pursued throughout the life of the project.

## Opportunities for Public Input

### *Tell Your Housing Story & Listening Sessions*

A "tell us your housing story form" and listening sessions were two sources of community input for the Housing Action Plan during the early needs assessment phase. The story form was hosted using an online survey tool and was available in English, Spanish, and Korean. The Project team held four listening sessions in July using a series of four questions about rental housing needs, displacement issues, development regulations, and permitting processes in Lynnwood.

The purpose of these efforts was to hear from residents and stakeholders, in their own words, about housing in Lynnwood. Questions on the survey prompted open-ended, narrative responses to provide depth to the project's understanding of housing needs. Participants were encouraged to "Share your story" on the project website, including a place to upload photos.

Screenshot from Listening Session, July 7, 2020

Forty-three (43) residents used the project's online platform to share their housing story. These responses were thoughtful, detailed, and provide important context to the lived experience of Lynnwood households. The four listening sessions were attended by 24 participants of the Stakeholder Advisory Group and the Council's Housing Policy Committee.

Several themes emerged from these activities.

- Historically Lynnwood has been relatively affordable, but residents are now facing housing

challenges and not everyone who would like to live in Lynnwood can afford to.

- Housing supply is increasing, but it does not include a mix of "missing middle" options.
- There are regulatory and policy opportunities to increase housing supply and affordability.
- Program and partnership opportunities are an important part of the City's overall strategy.

## *Virtual Open House #1- Housing Needs Assessment Feedback*

Once the draft **Housing Needs Assessment**[4] was completed the city conducted a series of open houses to gather community input. Open houses included an "Ideas Wall" on the Social Pinpoint platform as well as four live community meetings. Meetings were conducted virtually via Zoom and Facebook on the following dates:

- August 25, 2020 Open House Meeting #1 (English)
- August 26, 2020 Open House Meeting #2 (English)
- September 22, 2020 Open House Meeting #3 (Spanish)
- September 23, 2020 Open House Meeting #4 (Korean)

More than 40 community members attended these meetings. Feedback ranged from agreement on the need for affordable housing, appreciation for existing single-family development, concerns around traffic with increased density, and the need for planning for infrastructure such as parks.

The "Ideas Wall" on Social Pinpoint saw 4,040 total page visits with 975 unique users. More than 25 stakeholders left comments on the wall around housing challenges, potential solutions, the **Housing Needs Assessment** findings, and the overall project. Community feedback mirrored the findings from the "Tell Us your Housing Story," and included themes such as the following:

- Community members, especially local workers, struggle to find housing that is affordable for their income levels.
- Access to stable housing, housing for older residents, and more diverse housing types are important needs.
- Strategies such as revisions to parking standards and use of city-owned land were also recommended.

## *Virtual Open House #2 - Community Survey*

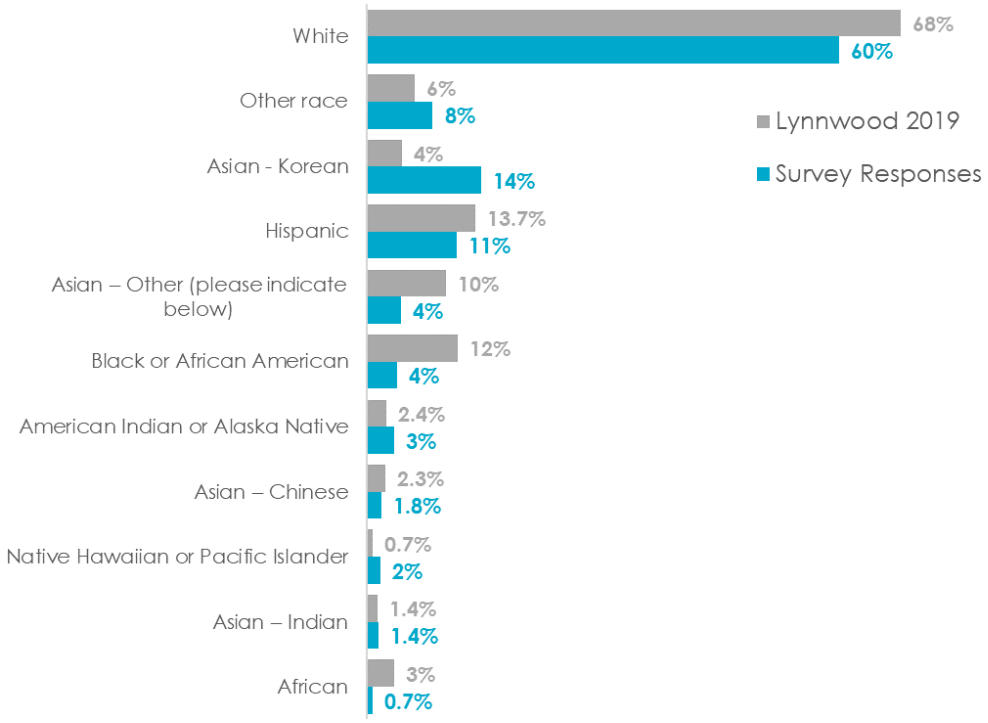
Lynnwood's community survey was advertised on the city's website, the Inside Lynnwood newsletter, and through promotional events such as the Halloween Hullabaloo (see full list in

[4] Website: https://www.lynnwoodwa.gov/files/sharedassets/public/development-and-business-services/planning-amp-zoning/lynnwood-housing-needs-assessment_final_1.pdf

**Exhibit 26**). The survey was available in electronic and paper formats in English, Spanish, and Korean. Questions focused on respondent priorities for housing qualities, impressions of missing middle housing types in the Lynnwood context, and thoughts toward a variety of potential housing policy actions. The goal of this survey was to assess how action steps might best align with resident priorities and preferences.

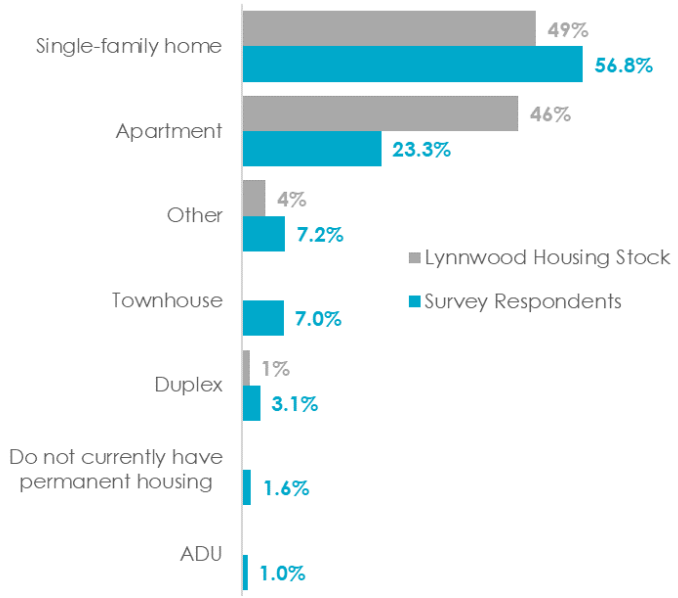
Lynnwood received 651 survey responses. Survey respondents roughly reflect community demographics in terms of race, ethnicity, and housing type(Refer to **Exhibit 24** and **Exhibit 25)**. A mix of age groups were reached as well: 41% from ages 20-44, 41% from ages 45-64, and 16% ages 65 and older.

**Exhibit 24. Lynnwood Survey Respondents, by Race and/or Ethnicity, Compared to Overall Resident Demographics.**




Sources: American Community Survey 5-year Estimates, 2019; BERK, 2021.

**Exhibit 25. Lynnwood Survey Respondents, by Housing Type, Compared to Overall Housing Stock.**




Sources: Washington OFM, 2018; BERK, 2021.

Responses to the survey revealed important trends and preferences from Lynnwood those that live, work, and play in Lynnwood. The survey was organized into four sections: housing needs and priorities, different types of housing, agree/disagree statements, and housing strategies. These responses provided important feedback to inform strategy selection and prioritization.

## Additional Outreach and Engagement Activities

As part of this project, Lynnwood attended community and stakeholder meetings, posted announcements across a wide range of platforms, provided progress updates with Planning Commission and City Council, hosted, and attended various online and in-person events, and facilitated a Stakeholder Advisory Group. In addition, targeted phone calls and interviews added depth to the project understanding and helped inform outreach methods. A summary of these related activities can be found in **Exhibit 26 and Exhibit 27**.

.

**Exhibit 26. List of Additional Engagement Activities**

| Engagement Activity | Date(s) |
|---|---|
| **Regional Collaboration** | |
| Alliance for Housing Affordability (AHA) Board Meeting | 2020 - January 22, May 27, July 27, and October 28<br>2021 - January 27 |
| Alliance for Housing Affordability (AHA) ADU/DADU subcommittee | 2020 - December 1<br>2021 - January 15 |
| Snohomish County Housing Affordability Regional Taskforce (HART) | 2020 - February 5 (report release) and October 21 (Stakeholder Advisory Group) |
| **City Council Updates** | |
| Council Retreat Presentation | February 8, 2020 |
| Council Housing Policy Committee Meetings | 2020 – March 24, May 26, June 14, June 18, June 23, July 1, July 29, August 25, and September 2 |
| Council Interviews | July 1 – August 3, 2020 |
| Council Work Session Presentations | 2020 – August 3, September 21, October 10, and November 30<br>2021 – January 19,February 17, and March 29 |
| Council Work Session FYI Memos | 2020 – June 1, December 7, and December 23 |
| Mayor's Memo (Memo from Mayor to Department Leadership and City Council) | 2019 – November and December<br>2020 – March, April, June, August, Sept/October, November<br>2021 – January |
| **Boards and Commissions Updates** | |
| Joint Boards and Commission Meeting | February 12, 2020 |
| Planning Commission Presentations | 2020 - June 25, October 22, November 12, and December 10<br>2021- January 28 |
| Planning Commission – Joint meeting with Human Services and Diversity, Equity, and Inclusion Commissions | 2020 - August 27 and November 12<br>2021 - February 11 |
| **News/Media** | |
| Lynnwood Today | 2020 – February 17, August 1, August 24, September 19, November 28, December 2, and December 3<br>2021 – January 22 and February 24 |
| Lynnwood Times | August 24 and September 1, 2020 |
| Everett Herald | January 22, 2021 |
| **Open House/Community Feedback** | |
| "Share Your Housing Story" Form | June 22 – July 31 2020 |

| Engagement Activity | Date(s) |
|---|---|
| Virtual Open House #1: Housing Needs Assessment | August 24 – October 2, 2020 |
| Virtual Open House #2: Strategies | October 26 – December 4, 2020 |
| Halloween Hullabaloo Paper Survey Collection | October 31, 2020 |
| Lynnwood Foodbank Paper Survey Collection | November 18 and 20, 2020 |
| Stakeholder Advisory Group Meetings | June 3, August 11, October 21, and December 16, 2020 |
| Listening Sessions with Stakeholder Advisory Group and Council Housing Policy Committee | July 7, 9, 15, and 17, 2020 |
| South Lynnwood Neighborhood Plan Co-Design Committee Presentation | December 17, 2020 and February 24, 2021 |
| Draft Housing Action Plan public review and comment period | February 22 – March 12, 2021 |
| **Outreach & Communications** | |
| Project Website | Throughout Project |
| Facebook/Social Media | Throughout Project |
| Lynnwood Listserv emails | Throughout Project |
| Inside Lynnwood Newsletter (delivered to every mailbox with a Lynnwood address) | 2020 – 2nd Edition and 3rd Edition<br>2021 – 1st Edition |
| Edmonds School District Back to School Fair – Flyer Distribution | August 10 and 11, 2020 |
| Edmonds School District "Renters Rights and Eviction Panel" Community Meeting | February 25, 2021 |
| Future Lynnwood Kamp Kookamunga Youth Engagement | August 2020 |
| Lynnwood Carpool Cinema - Flyer Distribution | September 19, 2020 |
| Lynnwood Chamber BYO Breakfast Presentation | September 24, 2020 |
| Cops and Clergy Presentation | September 24, 2020 and March 4, 2021 |
| St. Pius X Leadership Meeting | November 1, 2020 |
| Organizations that assisted with distribution of project information: Communities of Color Coalition (C3), Edmonds College, Edmonds School District, Everett Community College, Gloria Dei Church, Homage, Habitat for Humanity Snohomish County, Housing Authority of Snohomish County (HASCO), Lynnwood Food Bank, Latino Educational Training Institute (LETI), Lynnwood Business Consortium, Lynnwood Chamber of Commerce, Master Builder's Association ok King and Snohomish Counties, Lynnwood Recreation Center, Lynnwood Senior Center, Verdant Health, Volunteers of America, Washington Family Engagement, and St Pius X Catholic Church. | Throughout Project |

**Exhibit 27. Interviews and Phone Calls**

| Name, Organization (if applicable) |
|---|
| Aaron Olsen, Sherry Dawley, and Roger Johnson, Habitat for Humanity |
| Bob Larsen, Planning Commissioner and resident |
| Chris Collier, Alliance for Housing Affordability |
| Council Member Christine Frizzell, Lynnwood City Council |
| Council Member George Hurst, Lynnwood City Council |
| Council Member Jim Smith, Lynnwood City Council |
| Council Member Julieta Altamirano-Crosby, Lynnwood City Council |
| Dave Jordan, Volunteers of America (VOA) |
| Faheem Darab, Zainab Center |
| Terri Cleveland and Diana Furtuna, Fairfield Residential – Alderwood Court |
| Fr. Cal Christiansen, Saint Pius X Catholic Church |
| Gail Rautmann, Gloria Dei Lutheran Church |
| Galina Volchkova, Volunteers of America (VOA) |
| Jared Bigelow, Lynnwood DEI Committee |
| Ki Seung Cho (Master Cho), business owner and resident |
| Landsverk Quality Homes team |
| Linda Jones, Lynnwood Chamber of Commerce |
| Mike Pattison, Master Builders Association |
| Maria del Rosario Corona Horta, Familias Unidas |
| Mayor Nicola Smith |
| Monisha Herrell |
| Pam Hurst, Lynnwood Human Services Commission |
| Phong Nguyen, Lynnwood Business Consortium |
| Sally Guzmán, Edmonds School District |
| Sandra Huber, Verdant Health Commission |
| Zoe Reese, Verdant Health Commission |

# C. Strategy Screening Methodology

The Housing Action Plan was developed from best practices and lessons learned to avoid "reinventing the wheel" and duplicating efforts. The plan includes 10 strategies which were selected from a larger "universe of strategies" and then tailored to address Lynnwood's context and needs. The original "universe of potential strategies" was compiled by the consultants and have demonstrated success in other communities. They were identified from the **Department of Commerce guidance for Housing Action Plans**[5], **Snohomish County Housing Affordability Regional Task Force (HART) report**[6], other jurisdictions' housing strategies, and community input.

In order to develop a plan that was realistic leads to actionable results, strategies were narrowed down from this large list based on defined criteria. Quantitative assessments, qualitative reviews, and community feedback were key components to the final strategy selection process. See **Exhibit 28**.

**Exhibit 28. Strategy Screening Methodology, Lynnwood Housing Action Plan.**

Source: BERK, 2020.

From an original list of 68 potential strategies, 44 strategies were identified for further consideration and inclusion into the draft plan. Strategies that met three out of the five criteria listed below were considered for further evaluation:

1. **The strategy maintains or increases a diversity of housing types.** The **Housing Needs Assessment** identified that the overwhelming majority of Lynnwood housing consists of two types of units: single family homes and small units in larger apartment complexes. Lynnwood needs more units that provide opportunities for ownership, can accommodate larger families, and can promote "aging in place" for older residents.

[5] Website: https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/planning-for-housing/
[6] Website: https://www.snohomishcountywa.gov/5422/HART

2. **The strategy supports/aligns with existing regional efforts (HART, MPPs, and ST).** There are several regional efforts underway that Lynnwood should continue to support, including the Snohomish County HART report recommendations, PSRC Vision 2050 Housing Element Multicounty Planning Policies, and Sound Transit's TOD Housing Policy.
3. **The strategy creates or preserves a "medium" or "high" number of units.** Lynnwood needs about 10,000 additional housing units by 2044. While every additional unit helps meet this goal, some strategies have the potential to create more units (or preserve existing affordable units) than others.
4. **The strategy is feasible and appropriate for Lynnwood.** As previously discussed, the strategies were identified through a variety of sources. It is important that the strategies can be successful Lynnwood. This evaluation criteria were based on the level of effort and cost to implement a strategy, whether it met a specific need, and feedback we received through public engagement. Priority was given to strategies that ranked "medium" or "high."
5. **The strategy addresses the needs of renters and BIPOC community members.** Some strategies may not directly produce housing but address historic housing discrimination or future threats of displacement.

This list of 44 potential strategies were reviewed by city staff, the Stakeholder Advisory Group, Planning Commission, City Council, and other community members.

At the fourth Stakeholder Advisory Group Meeting members were encouraged to discuss a preliminary list of strategies, tailor the strategy to the Lynnwood context, and voice concern for any strategies that were not included for further consideration.

The Stakeholder Advisory Group, Planning Commission, and City Council all indicated general support for the 44 potential strategies. After this discussion and review, Lynnwood staff worked to further narrow down the selection of strategies for final inclusion in the plan. Strategies were prioritized if they specifically addressed housing needs in Lynnwood and were relevant for implementation in the next five years.

Strategies were evaluated based on:

1. Identifying whether existing actions were sufficient or needed adjustment
2. Grouping like actions together
3. Considering existing resources and five-year timeline
4. Community feedback

This review resulted in the final 10 strategies included in this Housing Action Plan.

Many of the strategies in Lynnwood's Housing Action Plan are intended to coincide with updates to the City's Comprehensive Plan. Other strategies may be appropriate if conditions change; such as if Lynnwood becomes eligible to directly administer Community Development Block Grant (CDBG) funds or if annexations occur.