

**LYNNWOOD
CITY COUNCIL
Work Session**

Date: Monday, April 5, 2021

Time: 6:00 PM

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

-
- | | | |
|---------|----------|--|
| 6:00 PM | A | Roll Call |
| 6:05 PM | B | Comments and Questions on Memo Items |
| 6:10 PM | C | Introduction to: Ethics Board candidate Marcia Hawks |
| 6:25 PM | D | Briefing No. 3: Major Transportation Capital Projects |
| 7:10 PM | E | Break |
| 7:20 PM | F | Briefing: Draft Housing Action Plan and Draft Buildable Lands Report |
| 8:05 PM | G | Mayor Comments and Questions |
| 8:10 PM | H | Council Comments |
| 8:15 PM | I | Executive Session, If Needed |
| | | Adjourn |

Memorandums for Future Agenda Items:

- | | |
|-----|--|
| M-1 | Construction Agreement: with Ziply for 196th St SW Project |
| M-2 | Contract Award - South Lynnwood Park Construction |
| M-3 | Contract Award - Heritage Park Water Tower Renovations |
| M-4 | Interlocal Agreement: with Alderwood Water and Wastewater District for 196th St SW Project |

Memorandums for Your Information:

- | | |
|-------|---|
| FYI-1 | FYI: Lynnwood Municipal Golf Course 2020 Annual Report |
| FYI-2 | Development and Business Services Department Annual Report for 2020 |

Contact: Executive Office (425) 670-5001

CITY COUNCIL ITEM A

CITY OF LYNNWOOD Executive

TITLE: Roll Call

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM B

CITY OF LYNNWOOD Executive

TITLE: Comments and Questions on Memo Items

DEPARTMENT CONTACT: Leah Jensen, Executive Assistant

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM C

CITY OF LYNNWOOD Administrative Services

TITLE: Introduction to: Ethics Board candidate Marcia Hawks

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

SUMMARY:

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

ACTION:

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

BACKGROUND:

Marcia Hawks has submitted an application and was interviewed by Mayor Smith and Ethics Board staff liaison Karen Fitzthum.

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

ADMINISTRATION RECOMMENDATION:

Interview Ms. Hawks

DOCUMENT ATTACHMENTS

Description:	Type:
M Hawks Application for Board of Ethics	Backup Material

Board and Commission Application



Submission date: **5 March 2021, 12:14PM**

Receipt number: **59**

Related form version: **2**

All Are Welcome

Name	Marcia C Hawks
Address	[REDACTED] Lynnwood, WA 98036
Phone	[REDACTED]
Alternate Phone	4 [REDACTED]
Email Address	[REDACTED]
Are you a registered voter in the City of Lynnwood?	Yes
Are you a registered voter somewhere else?	No
Please choose the Board or Commission for which you are applying	Ethics Board
Why are you interested in serving on this board or commission?	I am retired, and interested in volunteering for a good cause.
What do you perceive as the role of a board or commission member?	To consider ethics complaints and issues, to gather facts and information, and to advise the mayor and/or city council.
How would you represent the interests of the community?	The community will have a place to be heard on ethics issues, and the city administration will be better informed about concerns of the citizens.
List any experiences that may assist you in serving in this role.	I am a retired attorney, and I have been a member of the bar in three states: New Mexico, Utah, and Washington. All three state bars require intensive ethics training.

C-2

List any other information you would like us to consider.

I had a second career teaching Rhetoric and Composition at Penn State Brandywine. I am certified to teach ESL from Western Washington University. I enjoy working with different cultures.

Optional resume upload

Date

03/05/2021

CITY COUNCIL ITEM D

CITY OF LYNNWOOD Public Works

TITLE: Briefing No. 3: Major Transportation Capital Projects

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

This briefing will summarize the importance and challenges of delivering major transportation capital projects such as the recently constructed 36th Avenue W project and the currently under construction 196th St SW project. Several other briefings on transportation topics are planned for this year.

ACTION:

No action required, briefing only.

BACKGROUND:

It is the City's responsibility to plan for future growth and provide a sufficient level of transportation infrastructure to support this growth. The City has and will continue to experience a significant amount of growth, most of which in the city center and mall areas, which comprises our Puget Sound Regional Council (PSRC designated urban growth area. Without additional capacity improvements, the existing street infrastructure will experience severe traffic delays.

The City regularly conducts traffic studies to determine what street improvements will be needed to accommodate future growth. Over the next 10 to 15 years, staff recommends the following major transportation projects be designed and constructed:

- 1) 36th Avenue W - Complete
- 2) 196th Street SW - Under Construction
- 3) Poplar Bridge - Waiting on construction funds
- 4) Beech Road – Under design
- 5) 42nd Avenue W – Ready to begin design
- 6) 194th Street W – Start Design in +/- 5 Years

These key improvements will provide most of the additional capacity needed to support the growth the City has and will continue to experience in the coming years.

Staff will make a presentation explaining more about these projects and the importance of delivering them. For additional information, see attached PowerPoint presentation.

PREVIOUS COUNCIL ACTIONS:

This is the 3rd briefing to the City Council during 2021. The first two were as follows:

1. February 17, 2021: Transportation Benefit District Overview Briefing
2. March 15, 2021: Paving Program Briefing

DOCUMENT ATTACHMENTS

Description:

[Powerpoint](#)

Type:

Backup Material



Major Transportation Capital Projects

April 5, 2021

1

1

City of Lynnwood Vision Statement

"To invest in efficient, integrated, local and regional transportation systems."



2

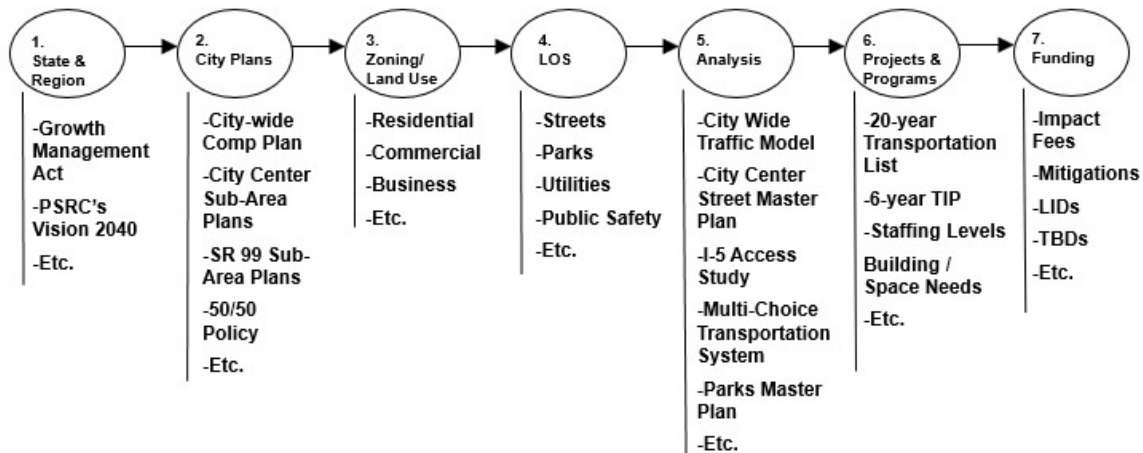
2

Components of Transportation 2/17/21 General overview



3

Transportation Infrastructure Process



4

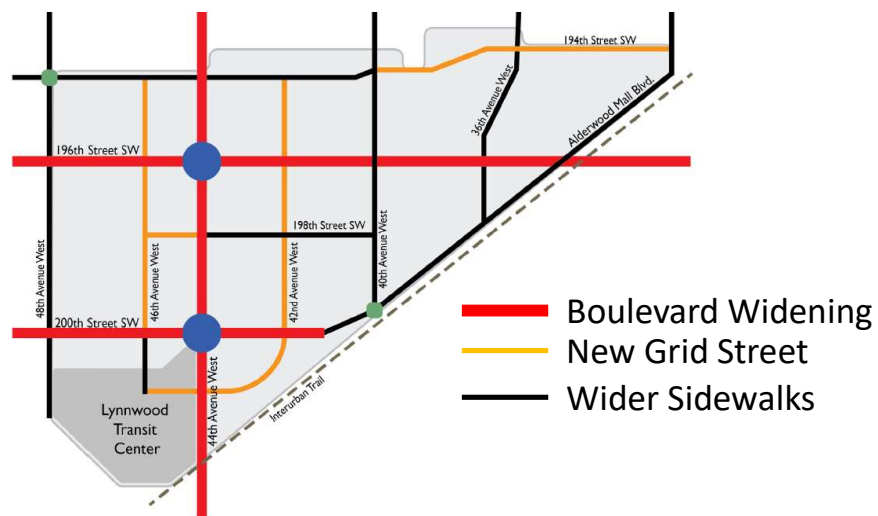
D-4

Planning for Growth



5

Transportation Infrastructure Needed for City Center

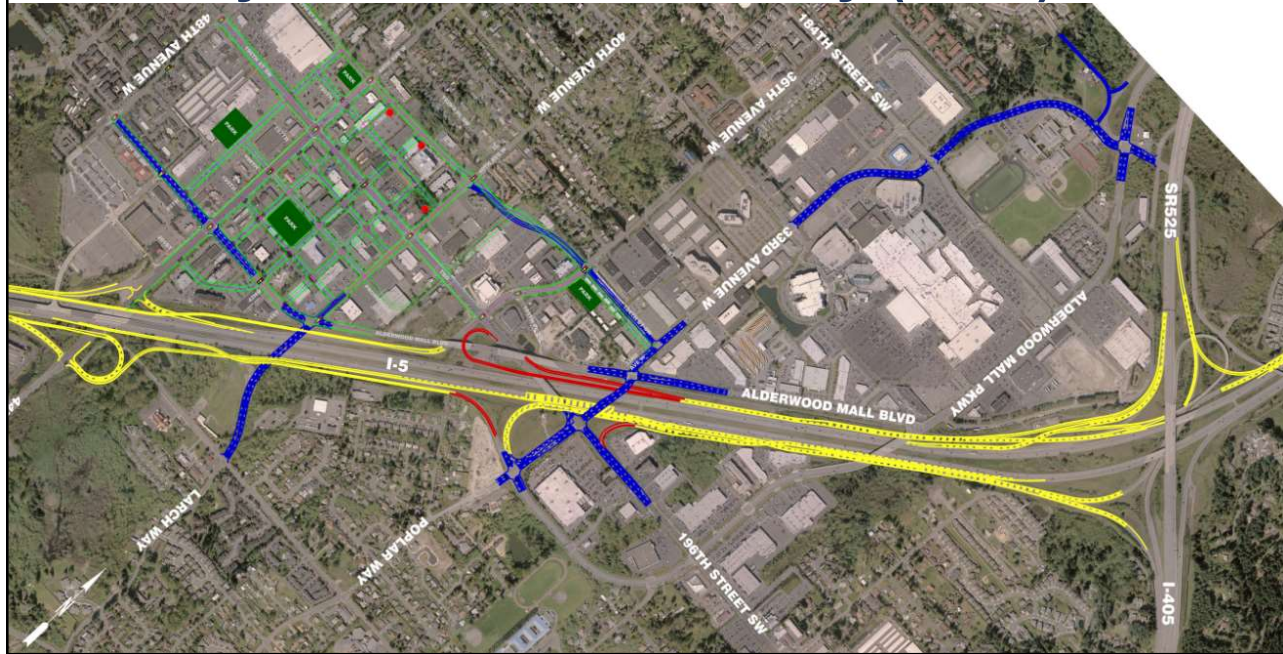


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6

D-5

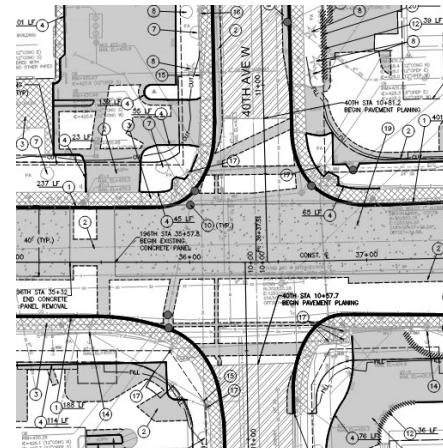
City Center Access Study (2007)



7

Identify Projects

- Long list of Transportation projects identified
- Projects are needed to meet growth demands
- Examples:
 - 36th Avenue W - Complete!
 - 196th Street SW - Under Construction
 - Poplar Bridge - Waiting on Construction Funds
 - Beech Road – Under Design
 - 42nd Avenue W – Ready to Begin Design
 - 194th Street W – Start Design in +/- 5 Years

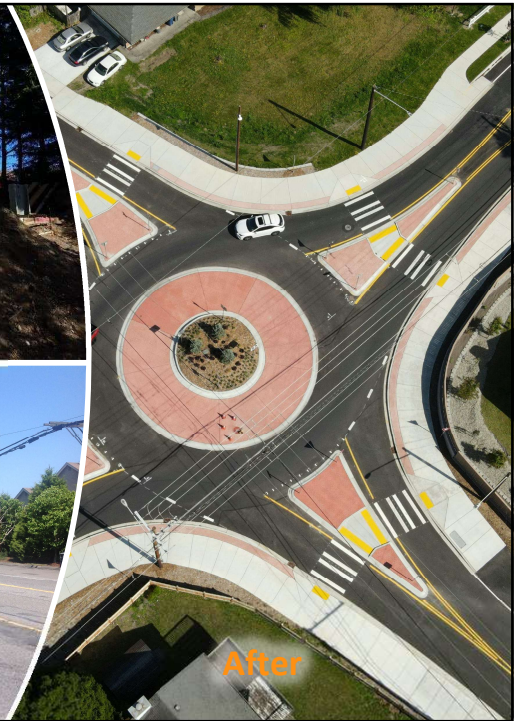


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36th Avenue W Improvements

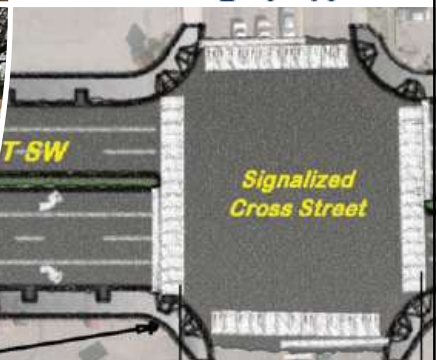
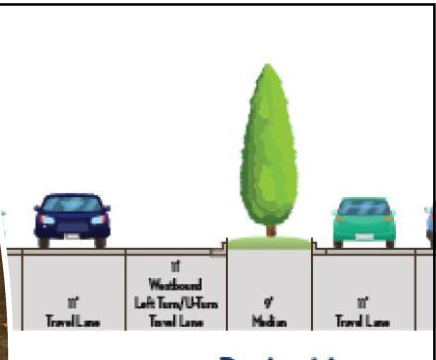
- One mile of widening, sidewalks, bicycle improvements
- Serves 10,000 vehicles per day
- Total cost: \$17M
- Started predesign in 2009
- Completed June 2020



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196th Street SW Improvements

- Project under construction!
- One mile of widening and sidewalks improvements
- Serves 50,000 vehicles per day
- Total cost: \$50M
- Started predesign in 2009
- Completion in July 2023

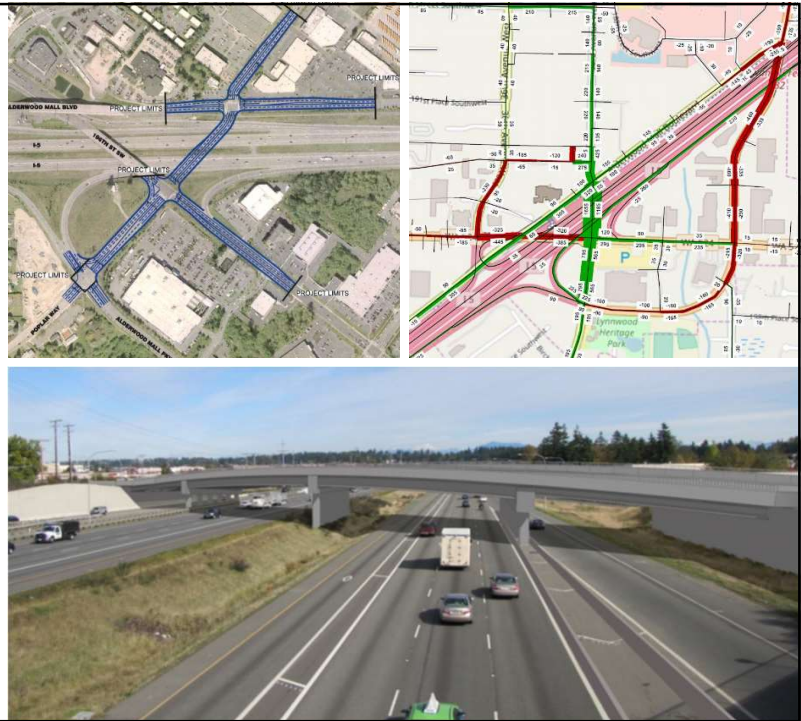


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Poplar Way Bridge

- New bridge over I-5
- Biggest congestion relief
- Design and property acquisitions are almost done
- Will serve 30,000 vehicles per day
- Total cost: \$49M (\$39M needed for construction)
- Started predesign in 2008
- Completion date is funding dependent



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Beech Road Improvements

- 1000 feet of new street, sidewalk and bicycle improvements
- Improved business access
- Serves 3,000 vehicles per day
- Total cost: \$4M (fully funded)
- Started predesign in 2017
- Completion in 2023



12

42nd Avenue W

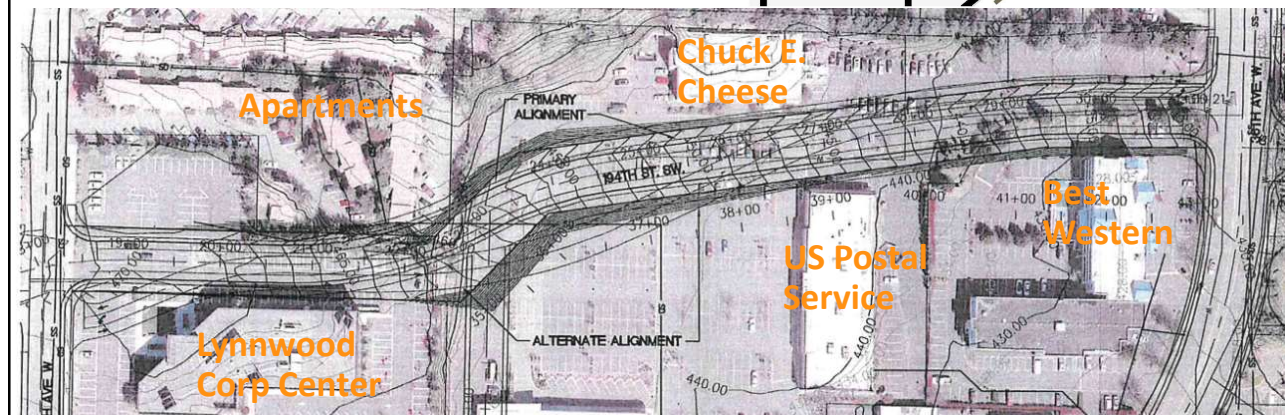
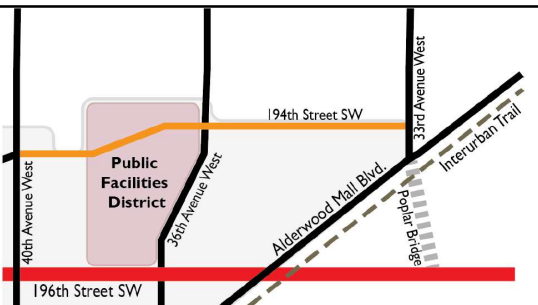
- New grid street
- Approximately 2,000 feet
- Breaks down super-blocks
- Improved business access
- Bicycle facilities with 2-3 vehicle lanes
- 16-foot wide sidewalks
- Lighting, hardscape features, and street furniture



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194th Street SW

- New grid street
- Approximately 2,800 feet
- Breaks down super-blocks
- Improved business access
- Bicycle facilities with 2-3 vehicle lanes
- 16-foot wide sidewalks



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Next Steps

Major Transportation Capital Projects:

- 42nd design consultant contract
- 196th utility construction agreements
- Pursue construction funding for Poplar Bridge
- Provide robust funding levels in future city budgets

Staff recommends Council schedule the following work session briefings:

- Spring 2021: Active transportation
- Summer 2021: Traffic signal rebuild/M&O
- Summer 2021: Transportation funding



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Thank you!



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18

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CITY COUNCIL ITEM E

CITY OF LYNNWOOD Executive

TITLE: Break

DEPARTMENT CONTACT: Leah Jensen, Executive Assistant

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM F

CITY OF LYNNWOOD Community Development

TITLE: Briefing: Draft Housing Action Plan and Draft Buildable Lands Report

DEPARTMENT CONTACT: Kristen Holdsworth, AICP

SUMMARY:

Staff will provide an overview of the Draft Housing Action Plan prepared for public release and a summary of public comments received. Staff will also provide a brief update on the preliminary Buildable Lands Report (BLR) information prepared by Snohomish County. The BLR will help estimate the potential for new housing units within Lynnwood for the time period ending in 2044.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

There are no immediate policy questions.

ACTION:

Receive a briefing on the Housing Action Plan public comments; the preliminary Buildable Lands Report data; and the upcoming process to adopt 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 promotes a variety of housing options that are affordable and safe for the entire community. The final Housing Action Plan will be presented to Council for adoption in May 2021.

PREVIOUS COUNCIL ACTIONS:

Council reviewed the Lynnwood Housing White Paper in July 2019.

Council established the Council Housing Policy Committee in 2019.

Council received an update on the Housing Action Plan at the 2020 Council Retreat.

Council received FYI memos on June 1, 2020, December 7, 2020, and December 23, 2020.

Council received Staff presentations on August 3, 2020, September 21, 2020, October 19, 2020, November 30, 2020; January 19, 2021, and February 17, 2021, and via participation on the Council's Housing Policy Committee.

FUNDING:

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

KEY FEATURES AND VISION ALIGNMENT:

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

ADMINISTRATION RECOMMENDATION:

Receive the briefing.

DOCUMENT ATTACHMENTS

Description:	Type:
Staff Memo	Memo
Summary of Draft Plan Comments	Backup Material
PowerPoint Presentation	Presentation

Topic: Update - Housing Action Plan**Staff Memo**

- ☐ Public Hearing
- ☒ Work Session
- ☐ Other Business
- ☐ Information
- ☐ Miscellaneous

Staff Contact: Kristen Holdsworth, AICP, Senior Planner, Development and Business Services

This memo provides an update on efforts for Lynnwood's Housing Action Plan that have occurred since staff last presented to Council at the February 17, 2021 Work Session.

Staff will provide an overview of the Draft Housing Action Plan public release and a summary of comments received. Staff will also provide a brief update on the preliminary Buildable Lands Report (BLR) information from prepared by Snohomish County. The BLR will help estimate the potential for new housing units within Lynnwood for the time period ending in 2044.

Housing Action Plan – Project Updates*Draft Plan Release and Community Engagement*

On February 22, the Draft Housing Action Plan was released for public comment. Comments on the draft plan were accepted through March 12. Members of the public could provide comments through an online comment form, email, and mail. A summary of the comments and City's response are attached.

In addition to announcements at the Planning Commission (February 11) and City Council (February 17), outreach for the draft plan included the following:

- **Inside Lynnwood newsletter** full page announcement. The Inside Lynnwood newsletter is mailed to every Lynnwood address.
- **Website updates** with the draft plan, factsheets (in English, Spanish, and Korean, and SEPA documents).
- **Emails and social media posts.** Three emails were sent, along with social media posts, to over 6,000 email addresses to announce the release and comment period for the draft plan. One announcement was sent per week (February 23, March 3, and March 9).
- **Edmonds School District "Renters Rights and Eviction Panel" Community Meeting.** On February 25 staff presented an overview of the draft plan at a community meeting hosted by Edmonds School District.
- **Cops and Clergy** presentation. On March 4 staff presented an overview of the draft plan at the Cops and Clergy meeting.

- **Partner organizations.** Staff sent emails to over 50 partner organizations. Several organizations/groups helped raise awareness of the draft plan through emails, newsletters, social media, and other announcements.
- **Flyer distribution at Sno-Isle Lynnwood Library.** Fact sheets were distributed in English, Spanish, and Korean at the Lynnwood library.

The City will continue to add to the record any comments received after March 12 and will provide additional comments prior to the Planning Commission and Council hearings.

The April 8 Planning Commission materials will include an updated Housing Action Plan that incorporates comments received through March 12. Staff will provide Council with the link to the Planning Commission packet when it is available.

Environmental Review (SEPA)

The Housing Action Plan is subject to environmental review through SEPA as a non-project action. On February 22, 2021, the City issued a determination of nonsignificance (DNS) for this project. The SEPA comment period extended through March 8, 2021. No public comments specific to the SEPA analysis were provided. The City retained the DNS determination and the appeal period ended March 22, 2021. SEPA documents are posted on the project website at www.lynnwoodwa.gov/housingactionplan.

Available Land Capacity - Draft Buildable Lands Report Information

By 2044, it is estimated Lynnwood will grow to 65,000 residents and 26,178 households ([Lynnwood Housing Needs Assessment](#), released Fall 2020)¹. Based on 2019 Census data, this equates to an additional 25,000 people and 10,000 housing units in the next 25 years.

Throughout the public process to prepare the Housing Action Plan, one of the common questions staff have received is “how much has the City already planned for?” Or, put another way, “since Lynnwood has planned for growth through 2035 (by adopting the 2015 Comprehensive Plan), what is the extra capacity needed from 2035 through 2044?” The available land capacity identified in the Buildable Lands Report (BLR) helps answer this question.

¹ This growth estimate is derived using the 2015 Lynnwood Comprehensive Plan and PSRC Vision 2050 future growth estimates. PSRC Vision 2050 is the regional planning document that will be used to guide county- and city-level growth allocations once the state (Office of Financial Management) issues growth projection estimates for the region. Since city-level growth allocations will not occur until Summer/Fall 2021, the Housing Action Plan has estimated future growth using existing planning document guidance until the county and city growth allocation process is complete.

City staff have been working with Snohomish County on the update of the Snohomish County BLR. This report is prepared for Snohomish County Tomorrow; a collaborative public inter-jurisdictional forum consisting of representatives from the county, nineteen Snohomish County cities, and the Tulalip Tribes.

The BLR is required by state law. It reviews urban densities that have occurred to determine whether the urban growth area (cities and unincorporated county) has an adequate supply of land to accommodate population and employment growth projected through the end of the current 20-year Growth Management Act planning period (2035).

The County has released preliminary data, which City staff are currently reviewing. According to preliminary information (which may change based on review), Lynnwood has planned capacity through 2035 for 58,167 residents (3,763 people in excess of what the growth projection is).

If Lynnwood's 2044 population is estimated to be 65,000 residents, this means that Lynnwood would need to plan for an approximately 6,833 additional people beyond 2035 (which equates to about 2,560 housing units if household size is 2.67 people per household). This would be an additional 256 units per year from 2035 through 2044.

Summary of Lynnwood Planned Residential Capacity (through 2035) and Estimated Additional Capacity Needed through 2044

	Residents (people)	Data Source:
2019 Population	39,596	Census
2035 Population Forecast (adopted through 2015 Comprehensive Plan)	54,404	Adopted in 2015 Comprehensive Plan
2044 Estimated Population (from Housing Action Plan)	65,000	Housing Action Plan projection
Existing population capacity (2021 Buildable Lands draft analysis)	58,167	Draft 2021 Buildable Lands Report analysis
Estimated Additional Population Capacity Needed (2035-2044)	6,833	2044 Population Projection minus existing population capacity (65,000 – 58,167)

Lynnwood's efforts underway for the Housing Action Plan, City Center updates/planned action ordinance, Regional Growth Center planning, capital and facilities plans, and the Comprehensive Plan update will all work together to proactively prepare for growth and amenities through 2044.

At the Work Session on April 5, 2021, staff will provide a brief introduction to the Buildable Lands Report update. Additional information from the Buildable Lands Report will be provided to Council as the County completes further analysis for Snohomish County Tomorrow presentations.

Next Steps

- April 8 – Planning Commission – Housing Action Plan Public Hearing and Action
- April 19 – Council Work Session – Housing Action Plan Briefing
- May 10 – Council Business Meeting – Housing Action Plan Public Hearing
- May 24 – Council Business Meeting – Housing Action Plan Action

**All legislative process dates are tentative and subject to change*

Attachments

- Summary of Comments on Draft Housing Action Plan
- Presentation

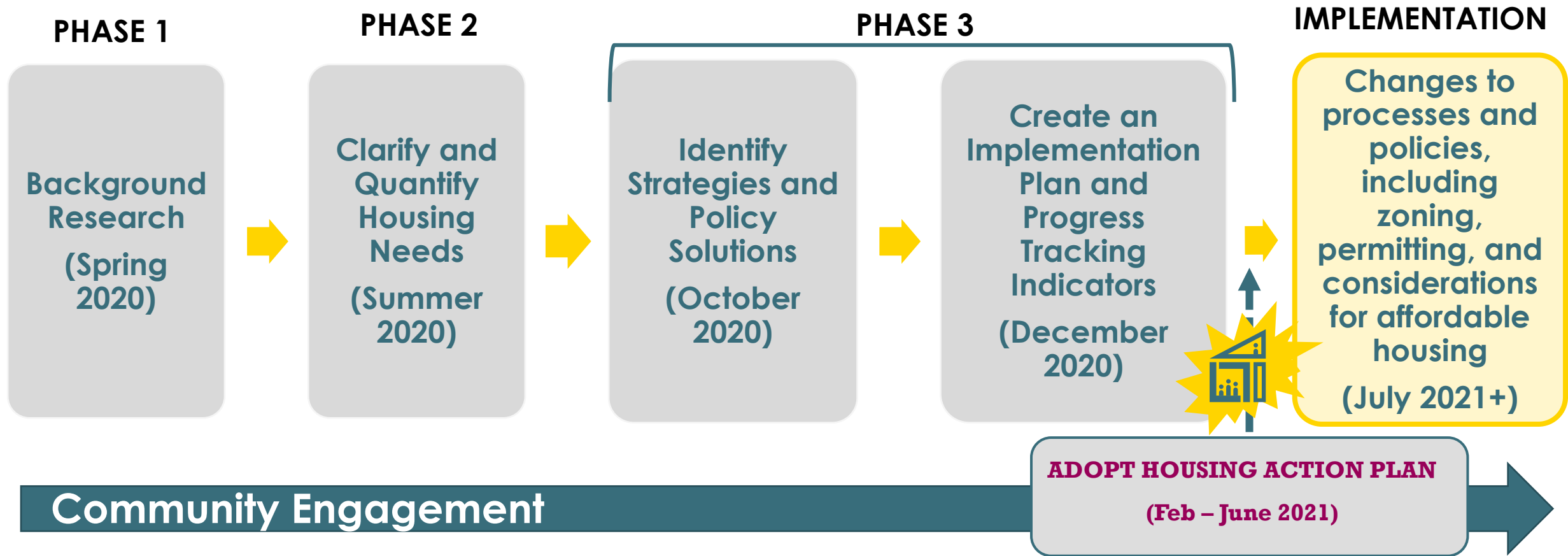


LYNNWOOD HOUSING ACTION PLAN

City Council Work Session

April 5, 2021

Developing a Housing Action Plan



What is Housing Affordability?

Housing costs
no more than
30%
of a household's income



*Housing affordability
does not necessarily mean
subsidized or public housing*

Image Source: Brighter Images Photography

F-9

1. Outreach & Communications

- Project webpage
- Print and social media
- Official notices
- Interested parties list
- Graphic Materials
- Project Kiosk*

2. Community & Stakeholders

- Stakeholder Interviews
- Meetings in a Box*
- Pop-up Community Events*
- Community Meetings*
- Small Group Discussions*
- Advisory Group Meetings*

3. Boards & Commissions

- Joint Boards and Commission Annual Meeting
- Planning Commission*
- Diversity Equity and Inclusion Commission*
- Human Services Commission*

4. City Council

- Council Updates
- Council Housing Policy Committee
- Council Interviews

5. Regional Entities

- Snohomish County Housing Affordability Regional Task Force (HART)*
- Alliance for Housing Affordability (AHA)
- Puget Sound Regional Council (PSRC)
- American Planning Association (APA)

** Indicates outreach strategy has been impacted by COVID*

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Draft Plan Public Release and Comments

February 22 – March 12



린우드 주택 행동 계획 사실 쉬트

지난 1년이 기간의 연구 조사와 공청회에서의 대화를 거친후, 린우드 시 당국이 린우드 공공으로 부터의 비평(public comments)을 얻기 위해 주택 행동 계획 초안을 발표하게 되어 기쁩니다.

주택 행동 계획은 모든 주민을 위해 안전하고도 입주 가능한 주택 옵션을 추진하기 위해 린우드의 5개년 목표와 전략을 세웠습니다.

린우드는 현재 공동체의 필요를 충족하는 주택 옵션들이 필요합니다. 린우드에는 5 가구가 2 가구가 주택 입주 가능한 문제로 직면하고 있습니다. 전체 소득 가족에 걸쳐 입주 가능한 주택의 충분한 공급이 아닌 결핍이 현실화하고 있기 때문에 공동체를 위협합니다. 안전하고도 입주 가능한 주택이 모든 세대들을 위한 교육의 기회를 높이고, 나이 드신 주민들이 독립적으로 살 수 있게 하며, 또한 가족들이 음식, 의료 및 자녀 돌봄과 같은 다른 필요를 적당히 채우는 것을 도와 줄 수 있게 합니다.

주택 행동 계획은 린우드 시의 지속적인 노력을 재가하고, 린우드시의 현재 및 장래의 주택 필요성을 분석하며, 커뮤니티와의 협조로 성숙 되었습니니다. 실제로 수백건의 대화와 조사 응답들과 공공으로 부터의 반응 (feedback)의 결과입니다. 이 계획은 4가지 주요 목표로 구성되어 있습니다. 실행 단계에서는 10가지 전략을 사용하여 린우드가 목표를 달성하도록 도울 것입니다.

주택 행동 계획 목표들

1. 공동체의 필요를 충족하는 주택을 **생산 (Produce)**한다.
2. 사람들이 린우드에 계속 머물 수 있도록 입주 가능하고 안전한 주택을 **유지 (Preserve)**한다.
3. 주택문제 해결의 공평성을 향토의 제도상의 장벽을 제거하기 위해 주택 교육자, 공급자 및 관계 단체의 **파트너 (Partner)**가 된다.
4. 린우드의 지속적인 성장과 같이 집을 중대한 것을 **준비 (Prepare)**한다.

린우드 일발표



인구

39,600



중간 가구 소득

\$75,744



주택 임차율

46% 세입자 / 54% 소유자



단위 주택의 평균 구입 가격

\$508,447



평균 임대료

\$2,001

기타: Washington QFM 2019 (Poq), ACS 2018 5-year Estimates (Income, Tenure), Zillow 2019 (Home Price, Rent)

LYNNWOOD WASHINGTON

Lynnwood Housing Action Plan

HOUSING FOR ALL.

The City is excited to announce the release of the Draft Housing Action Plan for review and public comment.

La Ciudad se complace en anunciar la publicación del Boceto del Plan de acción de vivienda para su revisión y comentario público.

린우드 시 당국이 검토와 공청으로 부터의 비평(public comments)을 얻기 위해 주택 행동 계획 초안을 발표하게 되어 기쁩니다.

Public comments can be submitted:

- On the project website;
- Through email; or
- Via mail (20816 44th Ave W, Suite 230, Lynnwood WA 98036).

Se puede enviar comentarios públicos:

- En el sitio web del proyecto;
- Por correo electrónico; o
- Por correo postal (20816 44th Ave W, Suite 230, Lynnwood WA 98036).

공공 비평을 다음 연락처로 제출할 수 있습니다:

- 프로젝트에 관해서 연락하려면 웹 사이트;
- 전자 우편을 통해서 연락하려면;
- 우편을 이용하려면 (20816 44th Ave W, Suite 230, Lynnwood WA 98036).

The Draft Housing Action Plan and SEPA Environmental Determination of Nonsignificance (DNS) are available for public review and comment through March 12, 2021.

El Borrador del Plan de acción de vivienda y los documentos ambientales del Decreto de política estatal sobre el medio ambiente (SEPA por sus siglas en inglés), y de la Determinación de no impacto ambiental adverso significativo (DNS por sus siglas en inglés), están disponibles para su revisión y comentarios públicos hasta el 12 de marzo de 2021.

주택 행동 계획 초안(Draft Housing Action Plan)과 SEPA 비 중요성 결정(ESEPA)은 2021년 3월 12일 까지 공적 검토와 비평을 할 수 있습니다.



Draft Housing Action Plan Available!

After more than a year of research and community conversations, the City is excited to announce the release of the Draft Housing Action Plan for review and public comment.



What is a Housing Action Plan?

Lynnwood's Housing Action Plan promotes housing options that are safe and affordable for the community.

Why does Lynnwood need a Housing Action Plan?

In Lynnwood 2 out of 5 households struggle with housing costs. Safe and affordable housing increases educational opportunities for all children, enables older residents to live independently, and helps families avoid tradeoffs for other needs like food, medicine, and childcare.

What is in Lynnwood's Housing Action Plan?

This Housing Action Plan was created by evaluating the City's ongoing efforts, analyzing Lynnwood's current and future housing needs, and listening to the community. The Housing Action Plan is the result of hundreds of discussions, survey responses, and other methods of public feedback. The plan has four main goals. Ten strategies are also listed which, when put into effect, can help the Lynnwood reach its goals.

The Housing Action Plan has four goals:

- Goal 1: PRODUCE.** Produce housing that meets the needs of the community.
- Goal 2: PRESERVE.** Preserve existing housing that is affordable and safe so that people can stay in Lynnwood.
- Goal 3: PARTNER.** Partner with housing educators, providers, and other groups to find equitable housing solutions and remove systemic barriers.
- Goal 4: PREPARE.** Prepare for continued growth and increase quality of life in Lynnwood.

The following 10 strategies will help the City achieve the Housing Action Plan goals.

1. Continue promoting housing in the Regional Growth Center (Alderwood and City Center) and along major transportation corridors.
2. Update regulations, design standards, and subarea plans to be more flexible and responsive to changing conditions.
3. Strategically rezone areas to increase and diversify Lynnwood's housing options (such as townhomes and duplexes).
4. Revise the Multifamily Tax Exemption (MTE) program.
5. Partner with housing providers.
6. Support third-party purchases of existing affordable housing to keep units affordable.
7. Work with faith-based and nonprofit organizations.
8. Develop a rental registry program.
9. Encourage amenities that enhance quality of life.
10. Continue community conversations about housing.

The Draft Housing Action Plan and SEPA Environmental Determination of Nonsignificance (DNS) are available for public review and comment through March 12, 2021. The Final Housing Action Plan will be reviewed by the Planning Commission before it is presented to City Council for action.

For more information or to receive project updates, visit www.LynnwoodWA.gov/HousingActionPlan or contact Kristen Holdsworth at 425-670-5409 or planning@LynnwoodWA.gov.

Draft Plan - Comment Themes

1. Address livability/compatibility and avoid impacts to existing residential areas
2. Address need for subsidized housing
3. Clarify how removing barriers to more housing production will address affordability challenges
4. Need for missing middle housing types in low density areas
5. Need to support implementation and specific ideas related to implementing strategies

Snohomish County Buildable Lands Report

Preliminary Data Review

The Housing Needs Assessment estimates that by 2044 Lynnwood will have an additional 26,000 residents and the City will need about 10,000 new housing units to accommodate this growth.

How much has the City already planned for???

F-13

Snohomish County Buildable Lands Report (BLR)

- Required by state law – must be adopted by County Council by June 30, 2021
- Reviews urban densities that have occurred to determine urban growth area (UGA) capacity to accommodate growth through 2035
- Coordinated through Snohomish County Tomorrow

F-14

Preliminary BLR Data

**2035
Population
Forecast**

54,404

**2044
Population
Estimate**

65,000

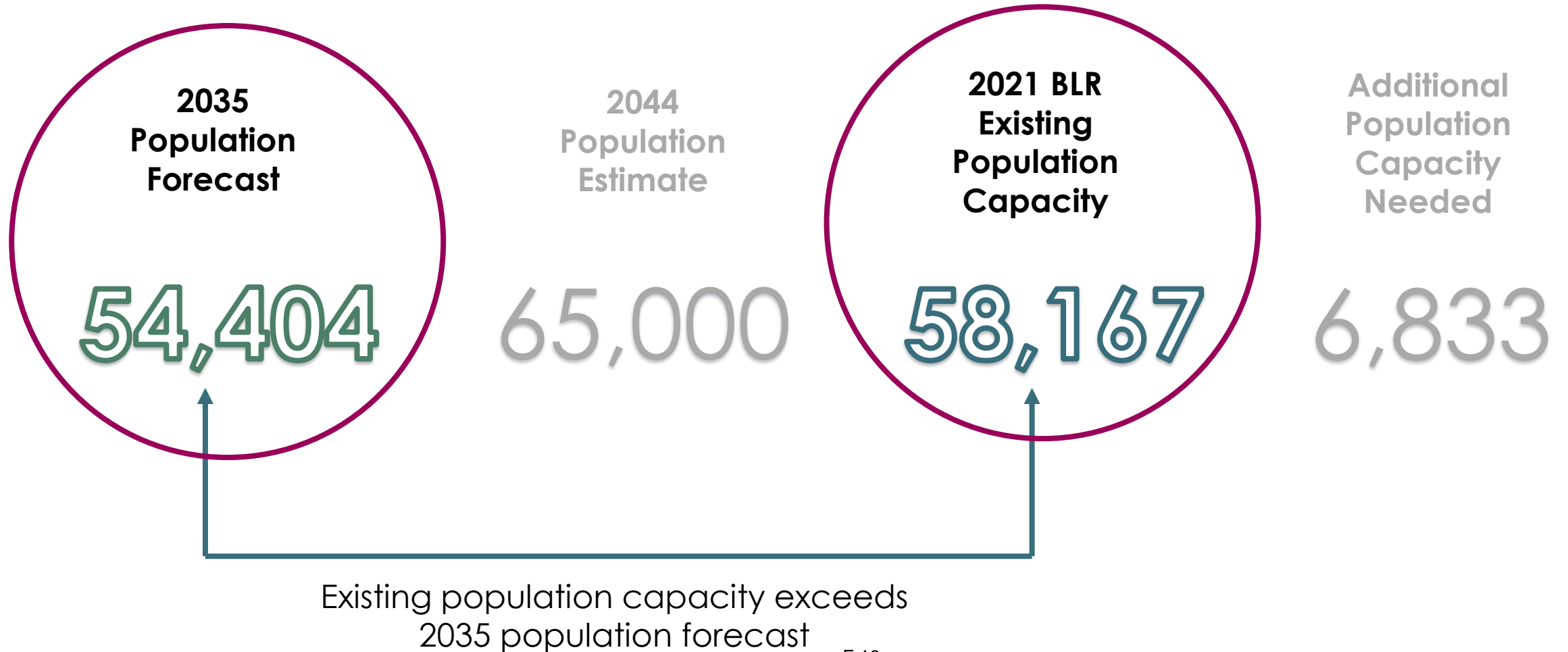
**2021 BLR
Existing
Population
Capacity**

58,167

**Additional
Population
Capacity
Needed**

6,833

Preliminary BLR Data



F-16

Preliminary BLR Data

2035
Population
Forecast

54,404

2044
Population
Estimate

65,000

2021 BLR
Existing
Population
Capacity

58,167

=

6,833

Additional
Population
Capacity
Needed

There is not enough population capacity to
accommodate estimated growth through 2044

F-17

NEXT STEPS

www.lynnwoodwa.gov/housingactionplan

- **April 8** – Planning Commission Hearing
- **April 19** – Council Briefing
- **May 10** – Council Hearing
- **May 24** – Council Action



www.lynnwoodwa.gov/housingactionplan



Contact Info

Kristen Holdsworth, AICP

📞 425-670-5409

✉️ kholdsworth@lynnwoodwa.gov

🌐 <https://www.lynnwoodwa.gov/HousingActionPlan>

F-19

CITY COUNCIL ITEM G

CITY OF LYNNWOOD Executive

TITLE: Mayor Comments and Questions

DEPARTMENT CONTACT: Mayor Smith

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM H

CITY OF LYNNWOOD City Council

TITLE: Council Comments

DEPARTMENT CONTACT: George Hurst, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM I

CITY OF LYNNWOOD Executive

TITLE: Executive Session, If Needed

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM M-1

CITY OF LYNNWOOD Public Works

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

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

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

ACTION:

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

BACKGROUND:

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

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

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

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

PREVIOUS COUNCIL ACTIONS:

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

FUNDING:

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

196th St SW Project Construction Expenses/Revenues:

Expenses:

\$27,910,930 Low Bid

\$6,865,758 Const. Management

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

\$37,607,781

Revenues:

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

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

\$17,245,086 State/Federal Grants

\$800,000 WSDOT Paving Funds

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

\$37,607,781

***2021/22 Proposed budget City Revenue:**

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

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

\$1,100,000 Fund 330 REET2

\$434,834 Fund 333 Capital Development

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

\$3,500,000 Fund 412 Utility

\$1,000,000 Fund 020 EDIF

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

KEY FEATURES AND VISION ALIGNMENT:

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

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

DOCUMENT ATTACHMENTS

Description:	Type:
Lynnwood-Ziply JUT Construction Agreement	Backup Material

1 **JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT**
2
3

4 THIS JOINT UTILITY TRENCH CONSTRUCTION AGREEMENT (“Agreement”),
5 effective as of the date last signed below (“Effective Date”), is made by and between the City of
6 Lynnwood, a Washington municipal corporation (“CITY”), and Northwest Fiber, LLC dba Ziply
7 Fiber, a Delaware limited liability company (“ZIPLY”).
8

9 **RECITALS**
10

11 A. The CITY is making improvements to the roadway in the CITY right-of-way
12 known as 196th St. SW (the “Project”).
13

14 B. ZIPLY provides telecommunication services in the CITY through
15 telecommunications utility facilities located in CITY rights-of-way, including the 196th St. SW
16 right-of-way.
17

18 C. The Project includes the relocation of utility facilities that are currently located
19 along the 196th St. SW corridor and owned by ZIPLY and other service providers, including the
20 undergrounding of utility facilities that are currently overhead (“Relocation”).
21

22 D. The CITY completed the design of the Project, including Plans, Specifications
23 and Estimates (“PS&E”) for the Project, advertised the Project for bid, and awarded the contract
24 for the Project’s construction to a contractor in November 2020. By this reference, the PS&E
25 (consisting of Conformed Plans dated 11/20/2020, Conformed Manual dated 9/16/2020, and Bid
26 Tabulations dated 10/26/2020) and filed under City Project File No. 2849, are made of part of
27 this Agreement.
28

29 E. The Relocation will require the construction of trenching within the 196th St. SW
30 right-of-way for placement of facilities of utilities service providers, including ZIPLY, the CITY
31 and others, into a Joint Utility Trench (“JUT”).
32

33 F. ZIPLY desires to secure the services of the CTIY to install conduit, utility vaults
34 and other equipment underground (“Work”) and ZIPLY desires to cooperate in the planning,
35 engineering, design and other work associated with completion of the JUT and the Work as part
36 of the Project.
37

38 G. The CITY and ZIPLY desire to include the Work in the City’s Project in
39 accordance with the terms, conditions and provisions of this Agreement.
40

41 **AGREEMENT**
42

43 In consideration of the mutual covenants, terms, conditions and obligations stated below,
44 the parties agree as follows:
45
46

1 **1. Project Description.**

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

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

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

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

21
22 3.1 CITY Responsibilities.

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

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

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

1
2 3.2 ZIPLY Responsibilities.
3

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

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

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

1 days on the North Side and 150 days on the South Side after the
2 respective Installation Work Date.
3

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

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

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

28 **4. Compensation.** 29

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

43 **5. Change Orders.** 44

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

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

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

10 **6. Schedule.**

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

16 **7. Notices.**

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

23 Northwest Fiber, LLC dba Ziply Fiber
24 Engineering Department
25 1800 41st Street
26 MC: 20S
27 Everett, WA 98206
28 Attn: Adam Diaz
29

30 City of Lynnwood
31 19100 44th Ave. W
32 Lynnwood, WA 98046
33 Attn: David Mach
34

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

38 **8. Governing Law.**

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

43 **9. Default.**

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

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

10. Dispute Resolution.

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

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

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

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

11. Force Majeure.

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

12. Indemnification.

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

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

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

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

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

43 **13. Insurance.**

44

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

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

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

9
10 Each Occurrence \$1,000,000
11 General Aggregate \$2,000,000
12

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

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

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

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

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

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

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

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

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

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

15 **15. Term and Termination.**

16
17
18 15.1 This Agreement shall take effect on the Effective Date, and shall continue in force
19 until the parties have performed all obligations under this Agreement.

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

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

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

29
30
31 This Agreement does not create a partnership, joint venture or similar relationship
32 between the parties and neither party will have the power to obligate the other in any manner
33 whatsoever.

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

42 **17. Assignment.**

43
44
45 Neither party may assign this Agreement without the prior written consent of the other
46 party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding

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

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

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

18 **19. Binding.**
19

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

23 **20. Counterparts.**
24

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

31 **21. Authority.**
32

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

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

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

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

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

14
15 ZIPLY:

CITY:

16
17 By: _____

By: _____

18 Printed Name: _____

Printed Name: _____

19 Title: _____

Title: _____

20
21 Date Signed: _____

Date Signed: _____

EXHIBIT A

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

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

ZIPLY CONTACTS:
ENGINEER: JAY SCHWAB 425-263-4019
ATCO DESIGN: JIM ZERFING 503-502-5413

ZIPLY WORK PRINT NOTES

CONDUITS: ²
-PLACE (3) 4" CONDUITS EAST AND WEST ALONG 196TH UNTIL 40TH AVE W. EAST OF 40TH WILL BE (2) 4" CONDUITS, ALSO, NORTH AND SOUTH ALONG 40TH AVE WILL BE (2) 4" CONDUITS.
-PLACE (2) 4" CONDUIT FOR EVERY CROSSING
HAND-HOLES: ¹
-PLACE (9) 2X3 HAND-HOLES ^{10 - 2 = 8}
-PLACE (30) 3X5 HAND-HOLES ^{25 - 1 = 24}

CITY TO MAINTAIN SERVICES TO CUSTOMER OPTIONS:
PLAN A- PLACE HAND-HOLE OVER CURRENT POLE RISER LOCATIONS TO INTERCEPT EXISTING CABLE FEEDING BUILDINGS.

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

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

3/1/2021

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

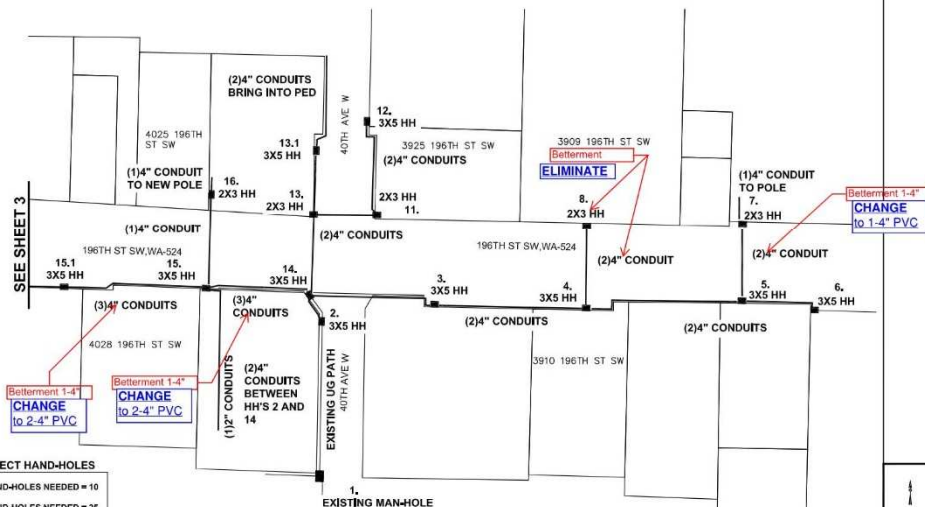
REVISED 5.26.2020
JZ

SHEET 1 OF 4
51419-5205869

ZIPLY FIBER

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

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



PROJECT HAND-HOLES
2X3 HAND-HOLES NEEDED = 10
3X5 HAND-HOLES NEEDED = 25

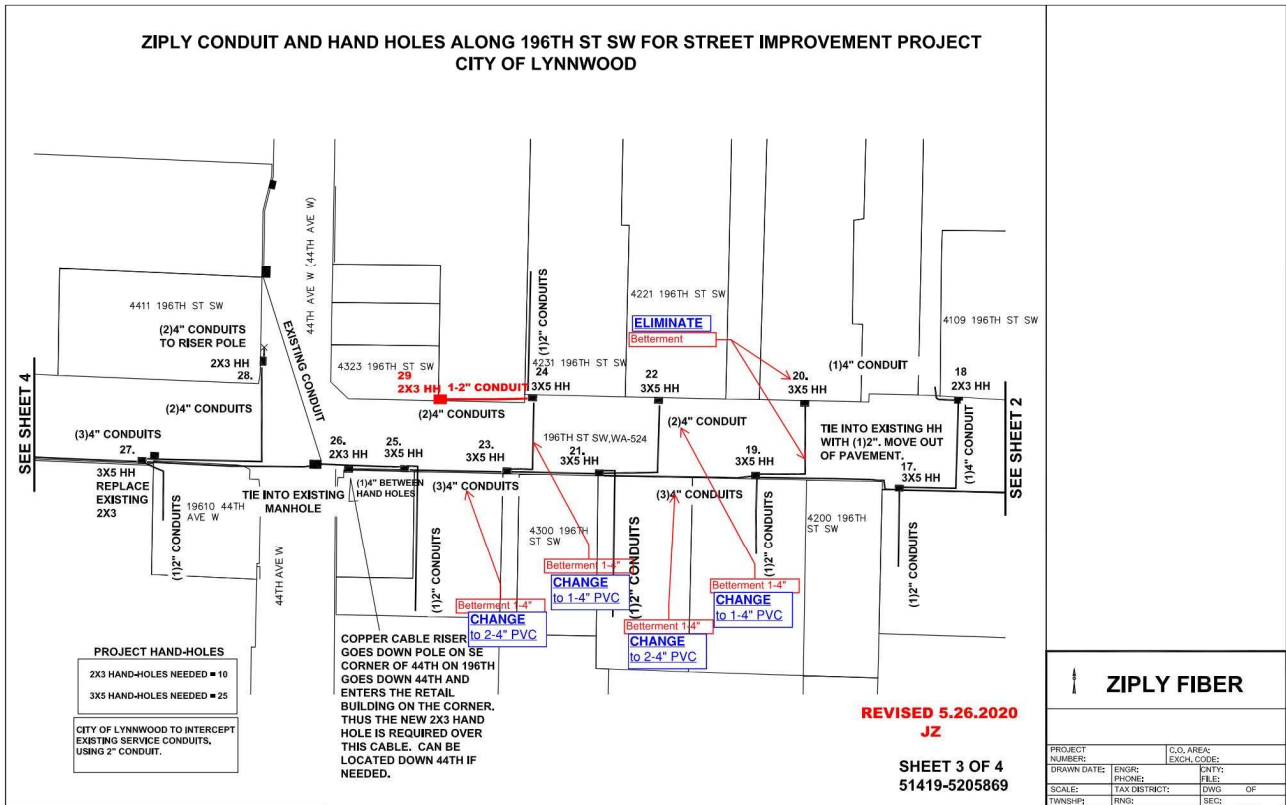
CITY OF LYNNWOOD TO INTERCEPT EXISTING SERVICE CONDUITS, USING 2\"/>

REVISED 5.26.2020
JZ

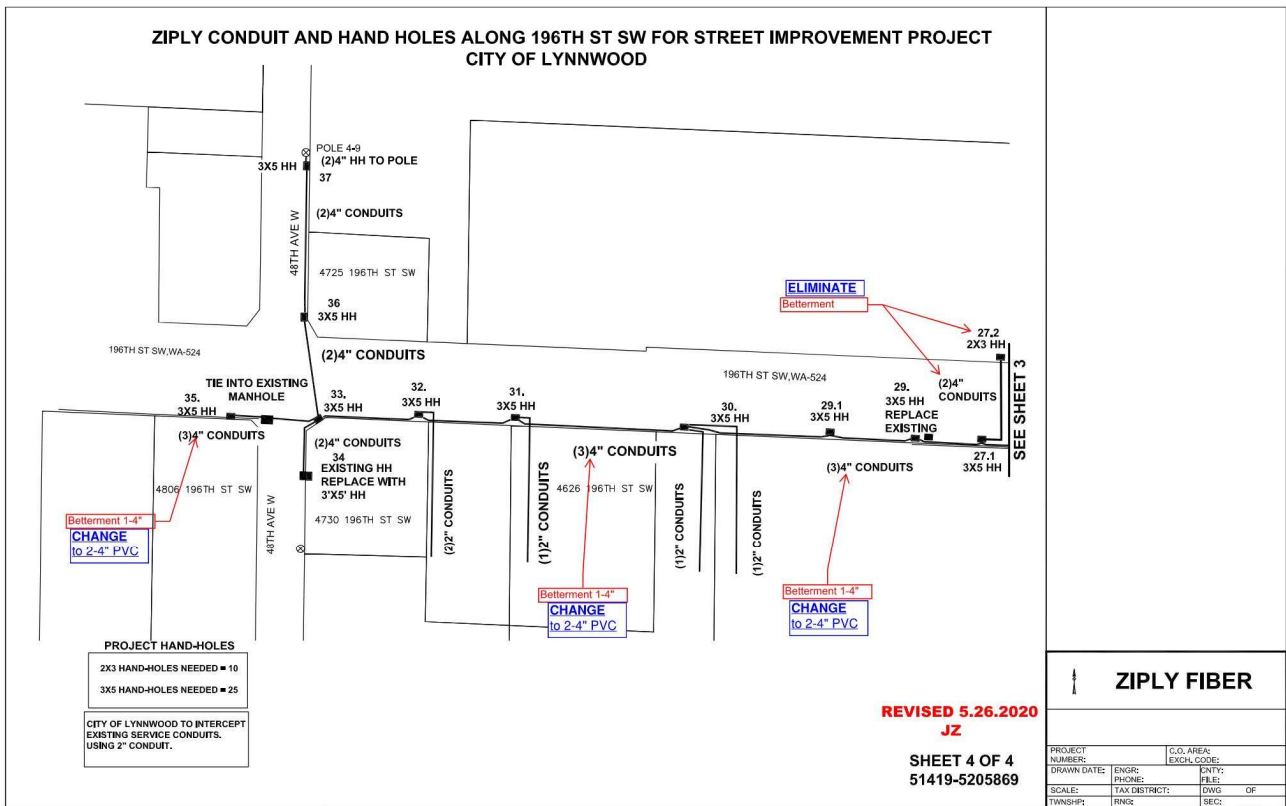
SHEET 2 OF 4
51419-5205869

ZIPLY FIBER

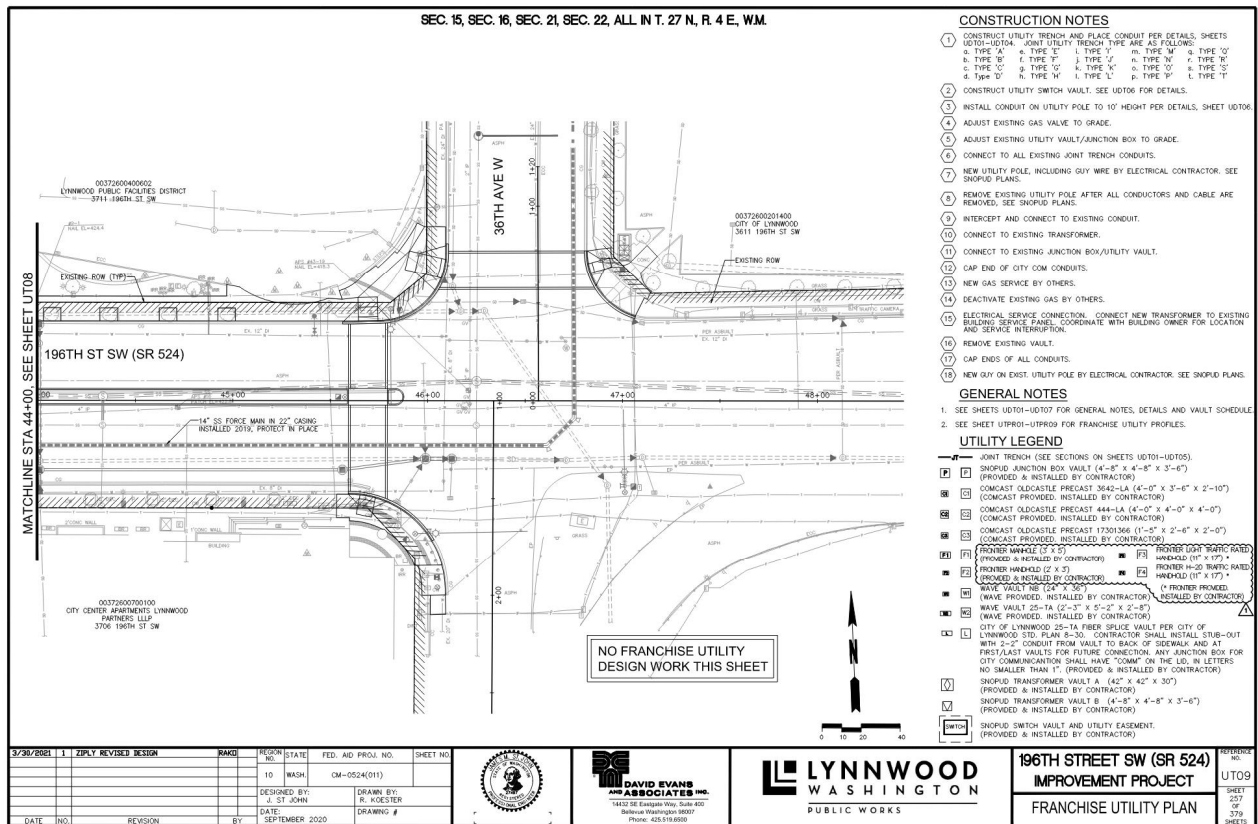
PROJECT NUMBER:	C.D. AREA:	EXCH. CODE:
DRAWN DATE:	ENGR:	ENTY:
SCALE:	PHONE:	FILE:
TWNSHIP:	TAX DISTRICT:	DWG. OF
RNG:	SEC:	



1



2



CITY COUNCIL ITEM M-2

CITY OF LYNNWOOD Administrative Services

TITLE: Contract Award - South Lynnwood Park Construction

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

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

ACTION:

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

BACKGROUND:

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

FUNDING:

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

ADMINISTRATION RECOMMENDATION:

Approve.

DOCUMENT ATTACHMENTS

Description:	Type:
Procurement Report_Contract 3180 S Lynnwood Park	Backup Material

Procurement Report
#3180 – South Lynnwood Park

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

CITY COUNCIL ITEM M-3

CITY OF LYNNWOOD Administrative Services

TITLE: Contract Award - Heritage Park Water Tower Renovations

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

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

ACTION:

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

BACKGROUND:

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

FUNDING:

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

ADMINISTRATION RECOMMENDATION:

Approve.

DOCUMENT ATTACHMENTS

Description:	Type:
Procurement Report_Contract 3329 Heritage Park Water Tower	Backup Material

Procurement Report
ITB #3329 – Heritage Park Water Tower Renovations

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

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

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

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

Type of Contract: One Time – Construction Services Contract

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

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

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

Procurement Officer: Ginny Meads

Date: March 15, 2021

CITY COUNCIL ITEM M-4

CITY OF LYNNWOOD Public Works

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

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

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

ACTION:

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

BACKGROUND:

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

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

PREVIOUS COUNCIL ACTIONS:

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

FUNDING:

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

KEY FEATURES AND VISION ALIGNMENT:

The Lynnwood Community Vision states that the City is to “Invest in efficient, integrated, local and regional transportation systems”, “be a city that is responsive to the wants and needs of our citizens”, “be a welcoming city that builds a healthy and sustainable environment” with a “vibrant city center”. M-3-1

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

DOCUMENT ATTACHMENTS

Description:	Type:
ILA	Backup Material

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

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

Recitals

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

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

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

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

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

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

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

I. OBJECTIVE OF AGREEMENT

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

II. RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. DURATION OF AGREEMENT

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

IV. SEPARATE ENTITY NOT CREATED

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

V. PAYMENT

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

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

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

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

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

VI. TERMINATION

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

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

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

VII. AMENDMENTS

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

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

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

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

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

VIII. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

IX. SEVERABILITY

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

X. NOTICE

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

The City of Lynnwood:

Alderwood Water & Wastewater District:

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

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

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

XI. ENTIRE AGREEMENT

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

XII. COMPLIANCE WITH REGULATIONS AND LAWS/INTERPRETATION/VENUE

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

XIII. ASSIGNMENT

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

XIV. ATTORNEYS' FEES

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

XV. NONDISCRIMINATION

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

XVI. FILING

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

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

CITY OF LYNNWOOD

ALDERWOOD WATER &
WASTEWATER DISTRICT

Nicola Smith, Mayor

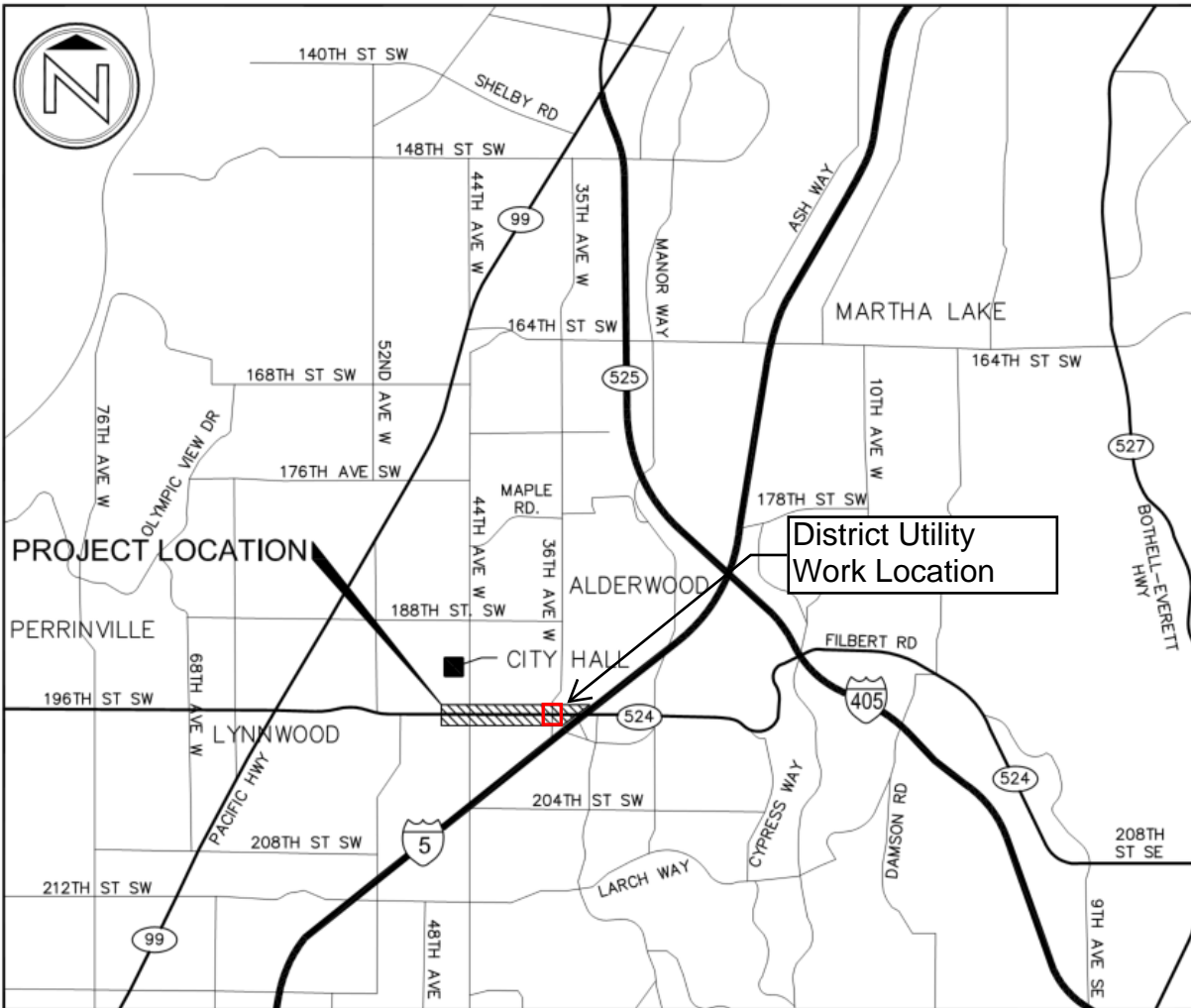
Paul D. McIntyre, Board President

Date

Date

EXHIBIT "A"

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



VICINITY MAP

NOT TO SCALE

EXHIBIT “B”

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

DESCRIPTION AND ESTIMATED COSTS OF UTILITY WORK

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

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

CITY COUNCIL ITEM FYI-1
CITY OF LYNNWOOD
Parks, Recreation, & Cultural Arts

TITLE: FYI: Lynnwood Municipal Golf Course 2020 Annual Report

DEPARTMENT CONTACT: Lynn D. Sordel

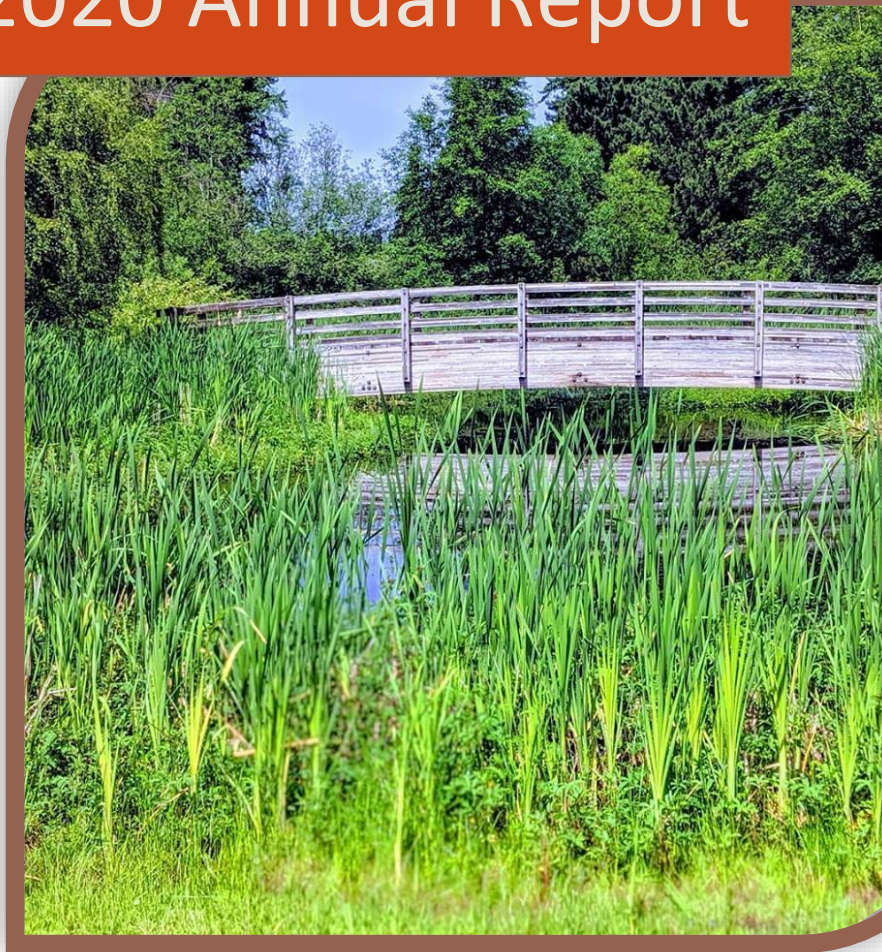
SUMMARY:

The 2020 Annual Report of the Lynnwood Municipal Golf Course is attached for your information.

DOCUMENT ATTACHMENTS

Description:	Type:
Annual Report	Backup Material

2020 Annual Report



Executive Summary

As the NGF wrote in their wrap-up to 2020:

“A Shot in the arm: Something that has a sudden and positive effect on something, providing encouragement and new activity.

— Cambridge Dictionary”

For Lynnwood Golf Course this sudden and positive effect came from the most unexpected place. As the country was introduced to COVID-19 and the challenges this virus would bring, many businesses and sports activities were brought to their knees, golf on the other hand had a very successful year with wide open spaces and plenty of room for social distancing. After closing the course in late March and into early May due to COVID-19 restrictions put in place by Governor Inslee, Lynnwood reopened May 5th to a tee-sheet filled with 208 golfers on the course. Despite having the restriction of playing only twosomes, play was only down to prior year by 19 rounds on May 5th, which is really a great feat after a 42-day closure. Turns out, with golf being “the only game in town”, many dusted off their clubs and hit the greens. This led to Record Revenue in 2020, but one thing that made Premier most proud, was the opportunity we had to offer a healthy and safe environment to allow people to go outside, get some fresh air, and have some fun. Even golfers who have not played in years, and some brand new to the game, saw Lynnwood Golf Course as a bright star in 2020.

Golf rounds in the Seattle market are reported to be up around 4.8% in 2020 vs. 2019. Due to social distancing and other restrictions, Food & Beverage revenue came in behind prior year by 22% and both Pro Shop and Food & Beverage revenue fell short of budget for the year by 4% and 23% respectively. Even with the shortfalls to in the Pro Shop and Food & Beverage, both Green Fees and Cart Rental Revenue reached record levels for the year; Despite coming in under budget for the year Pro Shop Revenue did achieve Record Revenue for the year setting another Total Revenue Record for the Golf Course in 2020.

Among other Premier managed golf courses, Lynnwood Golf Course finished the year ranked #2 in Total Revenue, Golf Course, Carts and Pro Shop Revenue when compared to 2019 performance. Rounds also finished the year ranked #2 of all other Premier managed courses comparing to prior year performance.

Lynnwood Golf Course achieved Record-Breaking Revenue in Green Fees, Cart Rentals, Pro Shop and Total Overall Revenue in 2020!

Golf Services Income in 2020 saw Record Profits of \$735,000. Beyond expectations and nearly beyond imagination, Lynnwood increased year-over-year Net Golf Operating Income by \$276,000. With the challenges faced in other areas of operation, Premier was proud to bring the City a fantastic performance by golf in a very uncertain time.

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budget</u>
Golf Course	\$ 1,479	\$ 1,143	\$ 1,126	\$ 1,360
Lessons	-	-	-	-
Pro Shop	78	75	64	81
Food and Beverage	94	120	107	122
All Other Operating Revenue	-	-	-	-
Total Revenues	<u>1,651</u>	<u>1,337</u>	<u>1,297</u>	<u>1,563</u>
Operating Expenses (in thousands)				
Golf Course	\$ 485	\$ 448	\$ 445	\$ 474
Lessons	0	1	1	-
Pro Shop	237	216	163	234
Food and Beverage	49	58	19	75
All Other Operating Expense:	<u>146</u>	<u>155</u>	<u>213</u>	<u>186</u>
Total Expenses	<u>916</u>	<u>878</u>	<u>840</u>	<u>970</u>
Golf Services Income	<u>735</u>	<u>459</u>	<u>457</u>	<u>594</u>

Payroll came in under budget by \$17,000 for the year, but was up \$50,000 to prior year, as the team at Lynnwood was pushed near their limits to handle the significant increase in the volume of play at the course. It was a delicate balance to make the experience of every golfer a pleasant one. The Lynnwood team, led by Dan Smith, Head Golf Professional and General Manager, was able to control Cost of Goods and other Operating Expenses while maintaining some of the best course conditions in the North Sound to lead the course to a year with Record Profits.

Golf Rounds:

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budget</u>
Rounds				
Total Rounds	<u>55,155</u>	<u>47,394</u>	<u>45,596</u>	<u>50,524</u>

The Premier Golf Club is the largest golf affinity reward program in the Pacific Northwest. In 2020, more than 53,575 unique golfers earned loyalty points. The PGC loyalty club continues to help retain customers by rewarding their loyalty, providing strong incentives to come back again and again rather than choosing to play at another course in the area that is offering steep discounts to attract customers. It attracts Premier Club members from other Premier Managed courses to Lynnwood Golf Course. In 2020 \$812,679 (49%) of revenue was generated from Non-Lynnwood Premier Club Members.

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Financial Reports

Even with a slow start to the year, 2020 proved to be a record-breaking year for revenues in green fees, cart rentals, pro shop, and total overall revenue. The golf year saw a sluggish start and then closed for 42 days beginning in late March and not reopening until May 5th. Heading into mid-year with heavy restrictions in place, down 47% to prior year and 60% to budget seemed at the time like an almost impossible challenge to overcome, but 2020 had just another curveball to throw. When the course reopened in early May, the challenge was not to get golfers to come out to the course, but rather managing the tremendous number of golfers while still adhering to cleaning, sanitizing and social distancing requirements. Excitement mounted throughout the remainder of the year as Lynnwood broke records month after month, finishing the year 23% ahead of prior year and 6% ahead of a very aggressive budget.

Expenses were tightly controlled throughout the year leading to Golf Services Income finishing the year at \$735,000 in profit: \$141,000 ahead of budget and \$276,000 ahead of the record prior year profit.

Lynnwood Golf Course achieved Record-Breaking Revenue in Green Fees, Cart Rentals, Pro Shop and Total Overall Revenue in 2020!

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budget</u>
Golf Course	\$ 1,479	\$ 1,143	\$ 1,126	\$ 1,360
Lessons	-	-	-	-
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Food and Beverage	94	120	107	122
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All Other Operating Expense:	<u>146</u>	<u>155</u>	<u>213</u>	<u>186</u>
Total Expenses	<u>916</u>	<u>878</u>	<u>840</u>	<u>970</u>
Golf Services Income	<u>735</u>	<u>459</u>	<u>457</u>	<u>594</u>

Revenue

2020 Total Revenue at the Lynnwood Golf Course was \$300,698 (23%) more than 2019 and \$87,629 (6%) more than a very aggressive budget.

It is important to note that before COVID hit (late March), Lynnwood was on an upward trajectory already. By end of day March 23rd, before closing the course on March 24th, revenue was up 25% to prior year, but 16% short of the very aggressive budget for 2020. The end of the first quarter is when COVID hit and Lynnwood was closed for 42 days from March 24th through May 4th. When the course reopened on May 5th, the numbers were troubling, down 61% to budget and down 48% to prior year. By the end of May revenue was only 41% behind budget and 27% behind prior year, a significant improvement in less than a month. By the end of the second quarter revenue was only 22% behind budget and 10% behind prior year. By the end of July Lynnwood had overcome extreme deficit to prior year, finishing the month up 2% to prior year, yet still 11% behind budget. It was only to be good news after that, finishing the third quarter up 15% to prior year, and encroaching on budget at only 2% shy of target. Lynnwood finished the year at 23% ahead of the record year in 2019 and overcame the budget goal finishing the year at 6% ahead of budget.

Golf Course

With 55,155 Rounds played, Lynnwood Golf Course performed well in 2020. Rounds increased by 7,761 (16%) compared to 2019 and were up 4,631 (9%) to a budget.

Golf Course green fee revenue of \$1,270,174 was more than 2019 by \$300,698 (31%) and more than budget by \$84,250 (7%). Packaging carts and food & beverage options with green fees during less desirable times continued to drive not only green fees but ancillary revenues as well.

Carts

Golf Cart revenue of \$208,948 was more than 2019 by \$35,460 (20%) and \$34,545 (20%) more than budget.

Pro Shop

Pro Shop performance was strong in 2020 with \$78,048 in Revenue and while coming in less than budget by \$2,840 (4%), the Pro Shop outperformed 2019 by \$3,428 (5%). The highest growth was in Hard Goods at \$46,586 which was more than budget by \$3,924 (9%), and more than 2019 by \$6,665 (17%).

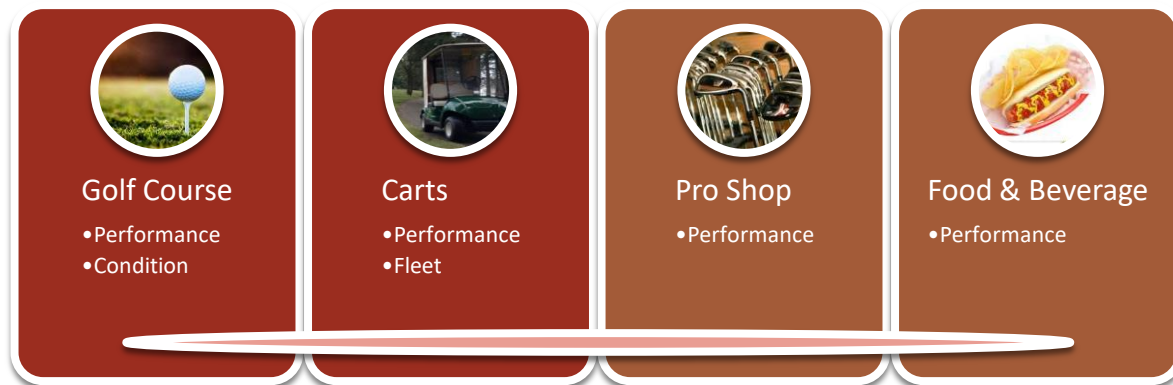
Food & Beverage

Food & Beverage reached revenue of \$93,769 in 2020, short of 2019 by \$26,131 (22%) and less than budget by \$28,326 (23%). This performance is similar to all Premier managed Food & Beverage operations as there were very tight COVID-19 restrictions put in place for the health and safety of both the golfers and the staff at the course. After being allowed to reopen other areas of the course, these restrictions remained in place throughout the year.



Expenses

2020 Total Expenses at Lynnwood Municipal Golf Course, including Cost of Goods Sold (COGS), Payroll, and Total Golf Operating Expenses, were \$916,397. COGS of \$85,165 were \$13,808 (14%) less than budget and \$5,234 (6%) less than 2019. Payroll of \$517,706 was more than 2019 by \$50,747 (11%) and it was less than budget by \$17,330 (3%). While there was an increase in Payroll over last year, primarily due an increase of minimum wage from \$11.00 to \$13.50 per hour an increase of \$2.50 per hour, staffing was closely monitored making it possible for Payroll expenses to come in under budget by 17%. Other Golf Operating Expenses of \$313,526 were less than 2019 by \$7,611 (2%) and less than budget by \$22,104 (7%). Overall Expenses of \$831,232 were \$43,136 (5%) more than 2019 and \$39,434 (5%) less than budget.



Golf Course Maintenance and Carts

Expenses of \$485,378 were more than 2019 by \$36,940, and more than budget by \$11,222 (2%). Payroll of \$269,213 was \$32,305 (14%) more than 2019 but \$2,908 (1%) less than budget. Other expenses were offsetting with some finishing the year up and some down. Variances to both budget and prior year can be contributed almost exclusively to payroll variances.

Pro Shop

Total Expenses of \$236,534 were \$20,511 (9%) more than 2019 and \$2,271 (1%) more than budget. Payroll of \$142,404 was more than 2019 by \$12,744 (10%) but \$2,944 (2%) less than budget.

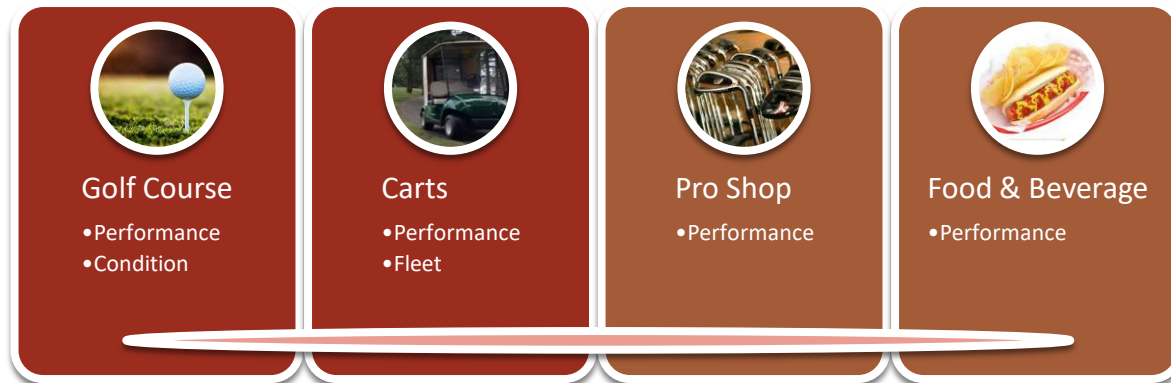
COGS were more than 2019 by \$5,207 (11%) and more than budget by \$298. COGS as a percentage of revenue was at 68% which is right on target for expected pro shop performance.

Food and Beverage

Expenses of \$48,639 were \$9,249 (16%) less than 2019 and \$26,770 (36%) less than budget. COGS of \$32,131 were \$9,282 (22%) less than 2019 and \$14,265 (31%) less than budget. COGS as a percentage at 34% of revenue was in line with 2019 and budget. Payroll at \$15,992 came in at \$1,724 (12%) more than 2019, but \$6,651 (29%) less than budget.

Golf Services Income

Golf Services Income of \$734,542 came in \$140,871 (24%) more than budget, and \$275,553 (60%) more than 2019. Even with COVID-19 restriction, 2020 proved to be a record year of profit for Lynnwood Golf Course.



Golf Course Maintenance and Carts

Course Net Income of \$993,744 came in \$299,218 (43%) more than last year and \$107,573 (12%) less than budget. The primary reason for the significant increase is Record Course Revenue in 2020 far exceeded the additional expenses in this department.

Pro Shop

Pro Shop Net Income at \$158,486 came in less than last year by \$17,084 (12%) and less than budget by \$5,409 (4%). Payroll was the primary contributor to Net Income coming in less than both last year and budget. Increases in payroll in the pro shop can be attributed to two main factors: the increase in minimum wage and the increase in both labor and expenses due to COVID-19 health and safety protocols put in place.

Food and Beverage

Food and Beverage Net Income came in \$16,881 (27%) less than last year, and \$1,555 less than budget. As previously stated, the Food and Beverage department took a hard hit in 2020 due to COVID-19 health and safety restrictions. Most of the year this operation was basically shuttered. There were no hotdog sales, so no specials including hotdogs both of which were very impactful to the Food and Beverage operation. Also, golfers were not able to gather inside, so there were limited purchases to be consumed while relaxing before or after a round. Overall, 2020 was a tough year for Food and Beverage operations everywhere.

Rounds Report

Lynnwood Rounds of 55,155 in 2020 were up 7,761 (16%) from 47,394 in 2019. The year 2020 proved to be the largest total annual rounds played increase in the 20+ years of Golf Datatech collecting rounds played numbers.

Rounds	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budget</u>
Total Rounds	<u>55,155</u>	<u>47,394</u>	<u>45,596</u>	<u>50,524</u>



Marketing Report

Various marketing efforts were initiated or continued during 2020 and were very effective in supporting 2020 revenue. The following were some of our major marketing efforts undertaken or continued:

Mobile Application

In 2020, we continued to utilize Lynnwood Golf Course's smartphone app. With the increase in demand for golf in 2020, smartphone use went up in the use of GPS, rounds recorded, and GHIN handicaps posted, but we did not have as much of a need for last minute offers/daily deals. We utilized the app to communicate with our golfers on any Covid-19 operating changes as well fill any rare gaps in the tee sheet we had. We ended 2020 with 2527 *active* downloads and we will continue to grow our numbers and utilize the app in 2021.



Advertisements

Premier Golf Centers

We invite you to experience our 11 unique golf courses!

Book your tee time today!
www.PremierGolfCenters.com
(206) 254-6545

Did you know you can save up to 20% off your Green Fees, Cart Fees & Range Balls?

Join the Premier Club!

Whether you are a Premier Golf Club Member in Seattle, Bellevue, Everett, Lynnwood, Marysville or Bellingham, your card is accepted at ALL 11 Premier Managed Courses.

Receive 10 points for every one dollar spent!

1,000 points = 5% discount
4,000 points = 10% discount
7,000 points = 15% discount
10,000 points = 20% discount

PREMIER GOLF
2020 GOLF SHOW SPECIALS

www.PremierGolfCenters.com

Interbay Golf Center FREE Medium Bucket Present this coupon and receive a FREE Medium Range Bucket! Must present Golf Show coupon to receive offer. Limit one offer per customer. Not valid with any other offer or specialty. Includes tax. Coupon has no cash value. Valid through April 30, 2020. www.PremierGC.com	Jackson Park Golf Course FREE Medium Bucket Present this coupon and receive a FREE Medium Range Bucket! Must present Golf Show coupon to receive offer. Limit one offer per customer. Not valid with any other offer or specialty. Includes tax. Coupon has no cash value. Valid through April 30, 2020. www.PremierGC.com	Jefferson Park Golf Course FREE Medium Bucket Present this coupon and receive a FREE Medium Range Bucket! Must present Golf Show coupon to receive offer. Limit one offer per customer. Not valid with any other offer or specialty. Includes tax. Coupon has no cash value. Valid through April 30, 2020. www.PremierGC.com
West Seattle Golf Course Twilight Rate ALL DAY Receive the twilight rate any time of the day! Valid Wednesdays, including holidays. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.PremierGC.com	Bellevue Golf Course Seattle Golf Show Special \$18 Green Fee from 12pm - 3pm. Valid Mon - Fri. Not valid with any other specialty, promotion or rate plan. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.BellevuePGC.com	Crossroads Par 3 Golf Course Buy One, Get One FREE Purchase one Golf, FootGolf, or Fling Golf Green Fee and receive another for FREE! Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.BellevuePGC.com
Cedarcrest Golf Course Seattle Golf Show Special 18 Holes of Golf and Rider Fee for only \$30 Mon - Fri, and \$40 Sat - Sun. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.CedarcrestGC.com	Lynnwood Golf Course Seattle Golf Show Special 18 holes of Golf and a Rider Fee for only \$24! Valid after 12pm Sat - Sun, & after 12pm Sat - Sun. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.LynnwoodGC.com	Lake Padden Golf Course 50% OFF Green Fees Receive 50% OFF your greens fee. Valid 11am - 1pm, 7 Days a Week. Add a Rider Fee for only \$5. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.LakepaddenGolf.com
Legion Memorial Golf Course Golf Show Special 18 Holes of Golf for only \$19 ^{***} . Valid after 12pm, M-F. 18 Holes of Golf for only \$32 ^{***} . Valid after 12pm Sat & Sun. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.EverettGolf.com	Walter Hall Golf Course Golf Show Special 18 Holes of Golf for only \$19 ^{***} . Valid after 12pm, M-F. 18 Holes of Golf for only \$32 ^{***} . Valid after 12pm Sat & Sun. Not valid for tournaments, leagues & special events. Must present Golf Show coupon to receive offer. Limit one offer per customer. Coupon has no cash value. Valid through April 30, 2020. www.EverettGolf.com	

Direct Marketing Examples

Lynnwood Golf Course LGC LYNNWOOD



JULY IS FAMILY GOLF MONTH

July is Family Golf Month at Lynnwood Golf Course

Bring your son or daughter to the course on Saturday or Sunday after 3pm and they will receive 18 holes of golf for the price of the 9 hole junior rate.

Also, juniors can grab a snack & beverage for only \$4.

Offer valid through 8/1/2020
Saturdays & Sundays after 3pm

[BOOK A TEE TIME >>>](#)

We hope to see your family soon!

Lynnwood Golf Course 20200 68th Ave W Lynnwood, WA 98036 (425) 672-4653

Lynnwood Golf Course LGC LYNNWOOD



Holiday Specials

valid through Dec. 31st

Lynnwood Golf Course has a great selection of special golfer in your life!

Now until December 31st...


Take 30% OFF all in-stock apparel and select clearance rack of items at 45% OFF

For those hard to shop for people, we have gift certificates for purchase in any amount.

Happy Holidays from the staff at Lynnwood Golf Course

20200 68th Ave W, Lynnwood, WA 98036 (425)672-4653

Premier Golf Centers
NW Golf Management Leader



LEAP INTO SPRING
with these Premier offers...

LEAP INTO SPRING WITH THESE GREAT OFFERS FROM PREMIER!
Valid February 29 - March 15th
Show this email at check-in to receive offers

Seattle
Interbay Golf Center
Purchase a pair of shoes and receive a dozen Callaway Golf Balls for FREE
Valid on in-stock regular priced shoes

Jackson Park Golf Course
18 Holes of Golf, Rider Fee, Three Titleist Golf Balls & a Bag of Tees for only \$29.99
Valid after 10am Mon. - Fri. and after 12pm Sat. & Sun.

Jefferson Park Golf Course
Purchase the Mid-Day Madness special and receive a Free Sleeve of Titleist AVX Golf Balls
Valid after 10:30am, Monday - Friday

West Seattle Golf Course
Present this email and receive a two week extension on Winter Rates

Toptracer Special
Purchase a large bucket of balls and receive one hour of Toptracer for FREE
Valid at Interbay GC & Jefferson Park GC

Bellevue
Bellevue Golf Course
Purchase a Green Fee & Receive a FREE sleeve of Golf Balls (Titleist TruSoft, Srixon Q Star, or Srixon Soft Feel)
Valid all day, Monday - Friday

Everett
Legion Memorial Golf Course
18 Holes of Golf, Rider Fee, Hot Dog, Fountain Soda & Sleeve of Titleist TruSoft Golf Balls for only \$30+tax
Valid after 2pm, 7 Days a Week

Walter Hall Golf Course
18 Holes of Golf & Sleeve of Titleist DT TruSoft for only \$28
Valid after 12pm, 7 Days a Week

Lynnwood
Lynnwood Golf Course
18 Holes of Golf, Sleeve of Titleist ProV1 or ProV1x for only \$26
Valid 10am - 2pm, 7 Days a Week

Marysville
Cedarcrest Golf Course
\$30 to ride Mon. - Fri. (savings of \$19)
\$40 to ride Sat. & Sun. (savings of \$15)
Valid before 9:30am or after 12:30pm

Bellingham
Lake Padden Golf Course
Large, Medium, and Small Range Bucket for only \$30+tax
Valid all day, 7 Days a Week

[YOUR NEXT TEE TIME >>>](#)

Premier Golf Centers
NW Golf Management Leader



October is Breast Cancer Awareness Month

Premier Golf & OB Sports are proud to partner with Play for P.I.N.K. and their dedication to Breast Cancer Research.

Throughout the rest of October, all Premier Golf locations will be accepting donations to benefit Play for P.I.N.K. and Breast Cancer Research Foundation. We would like to remind golfers of the importance of detecting breast cancer early. Early detection exams can catch cancer before symptoms start and are believed to save thousands of lives each year. Doctors believe that even more lives could be saved if more people took advantage of these exams.

Play for P.I.N.K. (Prevention, Immediate diagnosis, New technology, Knowledge) supports a nationwide network of volunteers who raise money for breast cancer research through sporting and lifestyle events to speed advances in prevention, detection, treatment, and survivorship.

FYI-1-12

February 20, 2021

Direct Marketing to Loyalty Members:






KICK OFF 2020 WITH PLATINUM STATUS

SPEND \$500, GET DOUBLE PREMIER POINTS EXTENDED!

Premier Points reset on April 1st, BUT due to Covid-19 Closures, our March Double Points Promotion was cut short. **We have decided to extend this great offer through May 31st!** Take advantage of this offer and you can start the golf season with 20% OFF all Green Fees, Cart Fees and Range Balls for the entire year!

WHAT?
Any purchase of \$500 plus tax in golf shop merchandise from any Premier pro shop during the month of May qualifies for DOUBLE PREMIER POINTS, beginning April 1st.

HOW?
With the Premier Club, you typically receive 10 points for every \$1 spent. If you take advantage of this offer, you will receive 20 points for every \$1 and start April 1st with 10,000 Premier points.

If you are in the market for new clubs or some big ticket merchandise items, now is a great time to buy! Visit a Premier Course near you and take advantage of this great offer.

Not a Premier member? [Click here to join!](#)






WE ARE THANKFUL FOR YOUR LOYALTY

Thank you for being such a loyal customer!
We would like to offer you 50% OFF merchandise! Please take advantage of the following offer.

Thank you to our Platinum PGC Members!

Present this coupon and receive 50% OFF any one in-stock full-priced merchandise item (excluding golf clubs, range finders & golf balls)
OR 25% OFF any one in-stock full-priced golf club
Valid for redemption at any one Premier Golf location



Exclusions may apply. Coupon may not be combined with any other discount or package deal. Coupon may only be used once, per person. Must present coupon - show this coupon on your phone or mention this email at check-in to receive offer. Valid through 12/24/2020


Please present this coupon at the register to receive your discount. Exclusions may apply. Valid through 12/24/2020

We appreciate you and hope to see you soon!

www.PremierGolfCenters.com

Covid-19 Communications



Learn What Actions We are Taking to Keep You Safe

Dear Premier Guests,

As our communities continue to feel the increased impact of Coronavirus, we feel it is important to share with you what we are doing to help keep people safe and healthy. Please be assured we have protocols in place and are monitoring the recommendations of the CDC and local public health officials.

We desire all guests and employees to feel comfortable in spending time at the courses, as we work to ensure a safe and enjoyable outlet for our community members. We will continue to closely monitor all developments surrounding COVID-19, taking proper precautions as necessary.

Our cleaning procedures are already very thorough, however, below are some additional practices the courses have put in place:

- Our team is disinfecting all handrails, doorknobs, and handles multiple times, daily.
- We have switched to using a disinfectant solution versus regular cleaning products.
- Employee internal communication has been circulating over the past two weeks regarding preventing illness.
- As always, employees are requested to stay home if they are showing any signs or symptoms of illness.

We encourage our guests and employees to follow these practices as recommended by the CDC:

- Avoid close contact with people who are sick.
- Wash your hands often with soap and water for at least 20 seconds, especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they have dried completely.
- Avoid touching your face with unwashed hands.
- Stay home if you are sick.
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Clean or disinfect frequently touched surfaces daily. This includes tables, chairs, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

Should you have any concerns, please contact the Management Staff.

We look forward to seeing you at our facilities soon!








We are excited to announce that foursomes are back at Lynnwood Golf Course!

We just received word from the Governor's office that foursomes from different households are now allowed!

We are giving those with current tee times an opportunity to expand their reservation from a twosome to a foursome before we open up the additional two spots. If you already have a tee time and wish to add players, please call the course at (425) 672-4653 as soon as possible. We will unblock the remaining two spots on Sunday (5/17) at 5pm.

Thank you again for your patience in this ever-evolving time.

We look forward to seeing you soon!

Address:
Lynnwood Golf Course
Woodway Building
Edmonds Community College
20200 68th Ave W
Lynnwood, WA 98036
Tel: (425) 672-4653

Premier Golf Clubs
ONLINE SIGN UP

ONLINE TEETIME RESERVATION
CLICK HERE

Find us on Facebook

Download app

Download app

Premier Golf Centers
NW Golf Management Leader



Welcome back, we've missed you!!

All Premier Golf Courses will be reopening Tuesday, May 5th!

We are excited to open our doors on May 5th, but we will have some new restrictions from the State of Washington that we wanted to outline for you. We thank you in advance for your patience as we navigate these new guidelines.

Social distancing is required and will be enforced throughout all of the properties.

Golf Course

Reservations are limited to no more than two players.
Families from the same household can play as a threesome or foursome after 3pm.
If you are living in the same household and booking for more than two people, please call the golf course so we can accommodate you.
Golf carts are limited to individuals, unless playing with a minor
On course touch points such as air stations, rakes, etc. have been removed
Flagstick must remain in at all times
Golfers must leave immediately after their round

Pro Shop

No more than 2 - 4 people at one time
Must maintain 6 feet while waiting in line
No club/equipment rentals
Credit/Debit Card Payments only

Driving Ranges & Putting Greens

Driving ranges & putting greens are restricted to those with tee times within 30 minutes
One person per stall at all times

Food & Beverage

Food & beverage service will operate based upon regulations specified by the State Liquor Control Board.
Indoor & outdoor dining areas will remain closed
Grab & go only

Tee Time Reservations

Tee Times can be made online, on the mobile app, or over the phone.
If you are a family living in the same household and booking for more than two people after 3pm, please call the golf course so we can accommodate you.

We will be cleaning our heavily-trafficked areas multiple times throughout the day in an effort to maintain a safe environment for all. Click the link below to book your tee time!

BOOK A TEETIME >>>

SOCIAL DISTANCING GUIDELINES: REQUIRED

No more than 4 people allowed at one time

Wait in line on a designated spot – 6' apart

Don't approach counter until you are asked

No Cash

THANK YOU!



SOCIAL DISTANCING GUIDELINES: REQUIRED

**NO GATHERING OF ANY KIND
PER ORDER OF THE GOVERNOR**

MASKS RECOMMENDED



Customer Experience Surveys – Player's 1st

We continued to utilize the Customer Experience Platform called Players 1st. This platform is integrated with Club Prophet Systems, so we are able to automatically send Surveys to players within 24 hours of when they played their round. These surveys were very helpful to determine customer satisfaction and receive immediate feedback on areas that we could improve. We are notified by email of every survey taken so if the customer rated their visit poorly, we could contact them to learn more and work to resolve the issue. In turn, if the course & staff were rated highly, we could notify our staff of the great work they were doing to make that customer happy.

In 2020, Lynnwood Golf Course received 1789 completed surveys. Here are some demographics of those completed surveys:

Male 82%

Female 18%

18 – 30 7%

31 – 50 26%

51 – 65 27%

65 – 75 30%

75+ 10%

2020 Net Promoter Score: 61

vs. 2019 NPS: 58

(NPS is calculated as the share of Promoters minus the share of Detractors. Passive responses are thrown out.)

Below are a few quotes from customers.

What was the best part of your experience?

"First time that I had played at the Lynnwood golf course and was treated professionally at the club house. Enjoyed my experience there. The course helped me a lot with management of my short game."

"I enjoy the "Nature" that I experience on the course."

"Hadn't played Lynnwood in over a year - course was in much better shape this year. Greens were in great shape."

"The Lynnwood Staff always makes you feel like family. Dan Smith has an eye for talent and always has good people on duty. Lynnwood has never been in better shape. Reed and his staff deserve a tremendous amount of credit, especially during the Covid 19 Era because there are major limitations they are under to keep us safe when we play."

"I have been away for seven months from golf and Lynnwood for shoulder surgery. I was super impressed with the condition of the course and the long term tree trimming projects that have been done to the course. All of these things help to increase speed of play which is good for the game! Nice work grounds crew and clubhouse staff had a great first 18 after surgery!"

What could we do to make your experience better?

"Make that halfway point snack bar a reality. Create a decent tee box on 13 Continue to work on drainage"

"I would like to see more signage as to the next hole from the cart path and 200 / 150 / 100 yard marker stakes on the edge of the fairways. We were sometimes confused as to which way to go and distance to the greens."

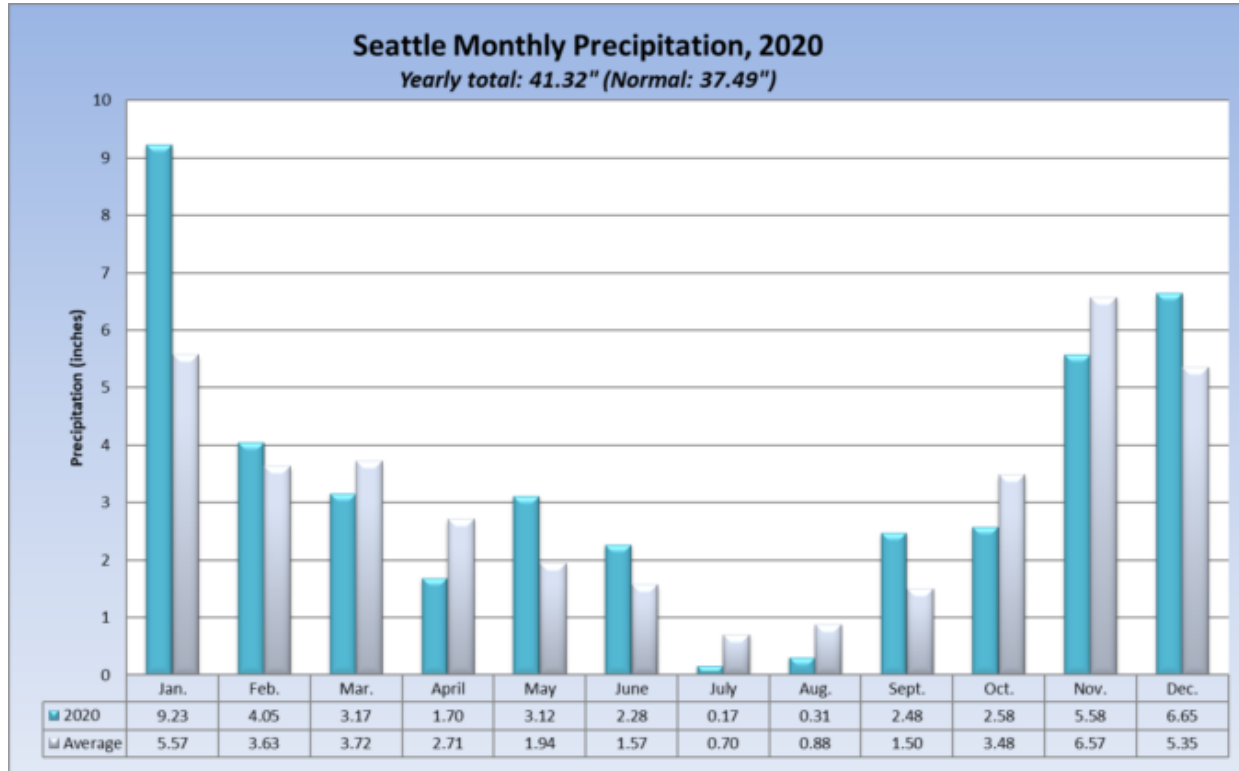
"Pace of play at a public course like Lynnwood is typically slow as players who know very little about golf etiquette slow up play by not understanding what is needed to keep things moving. We were behind two elderly women who didn't have a clue about how to play "ready golf" and we waited on every shot during the front 9. Fortunately they left after 9 and we had a nice flow on the back 9. What can you do?"

"The number one thing missing at Lynnwood are Warm Up Cages where golfers can hit balls, taking full swings before going to the first tee. Two or three Warm Up Cages, similar to the ones you find at Walter Hall, Legion, Cedar Crest would be a great addition."

"It would be really nice to get the tee boxes cleaned up. There are broken tees everywhere! There should be somewhere to put them."

Weather Report

With 41.32 inches of rain, 2020 wrapped up as Seattle's first wetter-than normal year since 2017, thanks in large part to a very wet January.



Course Reports

2020 Course Improvements

Course

- Replaced numerous sprinkler heads and valves, and fixed leaks in the irrigation system where turf was baked out or saturated or not receiving proper water amounts.
- Limbed up the trees and cleared brush throughout the course to make mowing under the trees easier, and aid golfers in finding their balls, which speeds up play.
- Cut tree and bush branches back away from the cart path throughout the course to prevent them from obstructing the power carts and maintenance equipment, and potentially damaging the equipment.
- Hired a company to grind down cart paths throughout the golf course, making them smoother for customers and maintenance crew, reducing wear and tear on all the golf course vehicles.
- The reopening of the golf course on May 5th required following 24 mandates from the Governor. Guidelines mostly required following basic sanitary guidelines including wiping down all touch points around the golf shop and course (counters, POS, CC readers, restrooms, etc.) and removing any unneeded items (air compressor hose, benches, practice green flags, etc.). Flags on the regular greens had devices that only allowed the ball to drop an inch or so to prevent touching the cups.
- Joined the Tagmarshal program. Tagmarshal is a PS/web-based system that provides GPS devices that clip to carts and golf bags, and can be tracked around the golf course, allowing us to monitor speed of play on maps of the golf course, shown on tablets and the computer. The tags change color when golfers (the tags) play slower than the average pace, alerting the staff to marshal the situation.

Future Needs at Lynnwood Golf Course:

Course

- Plan and design a hitting area for lessons and warm-up to improve the customer experience and increase revenue.
- Additional restroom facilities on the golf course located at or near the tee.
- Plan and design a hitting area for lessons and warm-up to improve the customer experience and increase revenue.
- This will improve the speed of play for those who need to run to the Pro Shop restrooms, in the clubhouse, at the turn.
- Improve the bunkers by adding new sand to the bunkers throughout the golf course to make them more enjoyable for the customers.
- Repair and add slip prevention on the bridges.
- Replace two worn-out fountains (otterbines not working) in the ponds for aerification to control weeds.
- Replace all the drinking fountains on the course.

- Fence cart storage area for security and lay crushed rock to keep carts cleaner.
- Reconfigure hole #14 to protect the neighbors who live along the left side by installing trees and bunkers to the left side, and removing trees on the right side; therefore, making the hole a dogleg and directing tee shots to the right, away from the neighbors.
- Warm-up area for the golfers. Large hitting net and hitting stations (4-6 spaces) for warm-up before the round, and golf instruction.

Food & Beverage

- A master plan needs to be completed to construct a new snack bar.
- Plan and begin construction on a kitchen and snack bar in the pro shop for increased food service and event options.

Pro Shop

- Install new counters and fixtures in the pro shop to improve functionality.
- Add Wi-Fi in the pro shop for customers' use.

Events

Snohomish County Women

Lynnwood Golf Course hosted the first round of the Snohomish County Women's Championship on Monday, August 3rd. There were 54 women from courses around the county that competed for prizes and the overall championship. The final round was held on Wednesday at Cedarcrest Golf Course.

CITY COUNCIL ITEM FYI-2

CITY OF LYNNWOOD Economic Development

TITLE: Development and Business Services Department Annual Report for 2020

DEPARTMENT CONTACT: David Kleitsch, Development and Business Services Director

SUMMARY:

Attached is the Development and Business Services Department Annual Report for 2020.

DOCUMENT ATTACHMENTS

Description:	Type:
DBS Annual Report 2020	Backup Material

DEVELOPMENT & BUSINESS SERVICES

2020 ANNUAL REPORT



Development & Business Services Mission:

Through outstanding public service, proactive planning, and strong partnerships, we foster development of a vibrant community where people and businesses thrive.

INTRODUCTION

The Development and Business Services (DBS) department was established by the City Council with the adoption of Ordinance No. 3381 on December 14, 2020. DBS was formed by consolidating the functions previously undertaken by the following departments:

- Community Development (Administration, Planning, Permitting and Inspections)
- Office of Economic Development (Economic Development and Tourism)
- Public Works (Development Engineering)
- Fire Marshal's Office (South Snohomish County Fire)

The reorganization is the outcome of an efficiency study prepared by Strategica, Inc. This effort was initiated in August 2019 and completed in March 2020. Strategica assessed and made recommendations regarding process review and improvements, organizational structure, and customer service. DBS was created to implement these recommendations.

DBS is comprised of four divisions:

- Community Planning
- Economic Development
- Permits and Inspections
- Administration

DBS responsibilities are focused on the orderly growth and development of our community. This involves many activities, including: long-range planning and policy, land use review and approvals, permitting and inspection, business licenses, code enforcement, City Center implementation, light rail coordination, business recruitment and expansion, and tourism.

DBS staff participated in a collaborative effort to prepare a Mission Statement and to establish strategic priorities that are fundamental to community vitality, sustainability, and resiliency. The DBS Mission Statement and Strategic Goals guide DBS in serving our community and working with other City departments and partners to implement Lynnwood's Community Vision and the priorities of the Lynnwood 2018-2022 Strategic Plan.

DBS Mission:

Through outstanding public service, proactive planning, and strong partnerships, we foster development of a vibrant community where people and businesses thrive.

DEVELOPMENT & BUSINESS SERVICES STRATEGIC PLAN GOALS:

1. Create a positive service culture for applicants.
2. Build systems, processes and codes to work smarter and more efficient.
3. Develop staff expertise and a culture to address Lynnwood's future growth.
4. Enhance quality of life through implementing the Lynnwood Comprehensive Plan.
5. Attract businesses and development partner to success in Lynnwood.



ORGANIZATIONAL AND PROCESS IMPROVEMENTS

PROCESS REVIEW AND IMPROVEMENT PROJECT

The City of Lynnwood has undertaken efficiency studies of various city departments. This effort supported Council's directive to advance Budgeting for Outcomes (BFO) and to provide operational efficiencies. Lynnwood contracted with Strategica, Inc. to conduct an efficiency study of process review for services provided by DBS. The report was initiated in August 2019 and completed in March 2020. Presentation of the report to Council was delayed due to the COVID-19 emergency. On July 6, 2020 Strategica, Inc., presented the report's findings and recommendations to City Council.

DEVELOPMENT AGREEMENT CODE AMENDMENT

DBS led an effort to revise the Lynnwood Municipal Code to allow the use of Development Agreements throughout Lynnwood, with the exception of single-family zones. This amendment extends flexibility once only offered in the City Center and Regional Growth Center to developments Citywide. Staff anticipates these changes will have a positive impact, specifically on affordable housing developments, throughout the City.

BINDING SITE PLAN CODE AMENDMENT

Changes were made to the Binding Site Plan code to respond to development realities and constraints presented by previous code language. Amendments allow for the phasing of Binding Site Plans for projects with extended timelines approved by Development Agreements. The amendment also split the Binding Site Plan fee between the preliminary and final project phases to reflect this change and allow for long-term project phasing.

PERMIT SOFTWARE

Strategica identified that the DBS permit software system is the backbone of the organization. Their recommendation was to either rebuild or replace the existing system to provide the required functionality. Concurrent with the efficiency study the City issued a Request for Proposals (RFP) to address this recommendation. In 2020, the City received responses to the RFP and initiated evaluation of proposals for permit software system.

THIRD PARTY PLAN REVIEW SERVICES

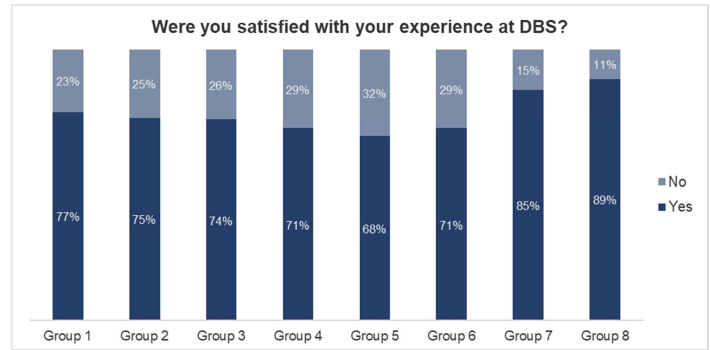
Third party services are beneficial when used to provide expertise not available by City staff or to supplement resources to address increased permit demand. The City had become dependent on third party services to address routine operations. In 2020, DBS focused on plan review by City staff to address routine plan review services resulting in shorter plan review times and significant cost savings.

FUTURE STATE MAP

DBS held two Kaizen events to create a Future State Map for DBS permit application intake and the review process. This Future State Map identifies process goals and provides guidance for ongoing process improvements. DBS continues to make progress towards implementing the Future State Map.

CUSTOMER SATISFACTION SURVEY

DBS continues to monitor customer satisfaction with DBS service through an online survey. The survey results help inform DBS process improvements, letting us know where we need to improve and what we're doing well. In 2020 customer service greatly improved, and for the first time DBS exceeded all customer satisfaction targets.



DEVELOPMENT ACTIVITY

There has been a significant increase in development activity. With the arrival of light rail in Lynnwood's City Center, the pace of new development is likely to continue.

REGIONAL GROWTH CENTER

Lynnwood's Regional Growth Center, as designated by the Puget Sound Regional Council, is located along I-5 between Alderwood Mall and Sound Transit's future City Center light rail station. Lynnwood is preparing for future population growth and development in the Regional Growth Center through land use planning, zoning, and investments in infrastructure improvements. DBS has initiated planning with Sound Transit for the extension of light rail north to Everett.

ALEXAN ALDERWOOD

DBS staff worked closely with developers to complete land use application review of a 383-unit multi-family housing development located at the site of the former Edmonds School District Bus Barn. The developer was on tight timelines due to Covid-19 delays and its contract with the Edmonds School District. Through "over the shoulder" reviews, clear communication, and collaboration, DBS staff was able to deliver land use approval. Site development includes establishing a pedestrian connection from the site to 33rd Ave W.



AVALON ALDERWOOD

DBS has been working closely with Alderwood to continuously improve the property. The current expansion includes Avalon Alderwood; the redevelopment of the former Sears site with a 328-unit, six-story, mixed-use project. The project is under construction with completion anticipated



in 2021.



AC HOTEL @ ALDERWOOD

DBS approved land use applications for the development of a six-story 150- room hotel in the parking area northwest of JC Penney.

ALDERWOOD MIXED-USE DEVELOPMENT

The Alderwood Mixed-Use Development project is an 18-story, 349-unit multi-family housing project on Alderwood Mall Parkway across from Alderwood mall. DBS staff has worked with the developer to facilitate land acquisition and site development.

BEECH ROAD

Adjacent to the Alderwood Mixed-Use Development project is the new street alignment for Beech Road. DBS has worked with Public Works and the Developer to design the road to accommodate future development.

LYNNWOOD PLACE – PHASE 2

Wakefield Properties and Home Depot began construction of Lynnwood Place – Phase 2 in 2020. Development of this site contains a mix of uses, including 500 units of multi-family housing, retail shops, restaurants, and a Home Depot. DBS coordinated City approval of the development agreement and facilitated project review and permitting. Completion is anticipated in 2021.

CITY CENTER

Lynnwood's City Center is envisioned to become a vibrant commercial center and appealing place to live, work and play. Land use plans and zoning are in place for 9.1 million square feet of high-density, residential, office, retail and cultural development. DBS is working with other City departments to evaluate the need to update the City Center environmental review and planned action ordinance.

NORTHLINE VILLAGE

Northline Village by Merlone Geier Partners is located directly north of the City Center Light Rail Station. This 18-acre transit-oriented development is represents private investment in City Center of over \$700 million. Northline Village will include:

- 1,370 residential units
- Over 250,000 square feet of retail/entertainment use
- Over 500,000 square feet of office
- Public spaces and parks dedication of over an acre



- Council approved: December 9, 2019

HILTON GARDEN INN

The Hilton Garden Inn opened in June. This 150-room hotel located in close proximity to the Lynnwood Convention Center will support Lynnwood's robust tourism sector.



KINECT @ LYNNWOOD

DBS facilitated a development agreement for a multifamily project which started construction in 2020. This project includes 239 residential units with structured parking. DBS facilitated the use of the Multiple Unit Housing Tax Exemption (MFTE) and the Transportation Impact Fee Exemption to facilitate the development.

CIVIC CAMPUS STUDY

DBS has been facilitating conversations about the long-term vision of the Civic Campus and possibly relocating facilities to the City Center. This effort has been undertaken in conjunction with acquisition strategies for Town Square Park.

LYNNWOOD CONVENTION CENTER EXPANSION AND PLAZA

The Public Facilities District has explored the concept of master planning the remaining land including the meeting the future demands of the Lynnwood Convention Center. DBS has supported the PFD with their master planning effort by providing feedback and materials on possible development scenario options.

42ND AVENUE WEST GRANT

DBS collaborated with Public Works to secure a \$3.0 Million grant to acquire right-of-way for the future 42nd Avenue West. This new street will better connect the City-Center Core as a central downtown location.



LYNNWOOD 40TH

DBS is working with Trent Development on the Lynnwood 40th project. Lynnwood 40th will contain 359 dwelling units with approximately 10,000 square feet of commercial space. This project has submitted for land use review with construction targeted to begin.

COMMUNITY JUSTICE CENTER

DBS is working with the Police Department and their design team on the Community Justice Center project. DBS staff was engaged in facilitating



City Center design requirements for the permit approval process. Review of the land use application began in late 2020. This collaborative has helped maintain the project schedule.

SOUND TRANSIT LYNNWOOD LINK LIGHT RAIL EXTENSION (ST2)



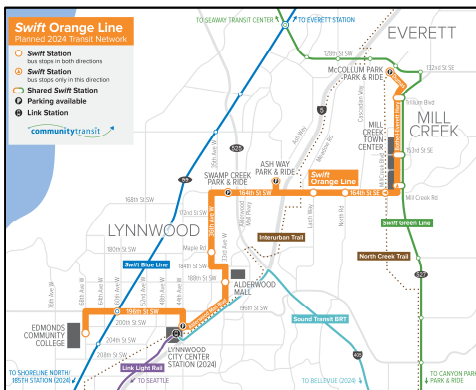
DESIGN & CONSTRUCTION

DBS coordinated the design review and issued permits for main civil package of the project. The Lynnwood Link Extension is now under full development with guideway placement and initial construction of the parking garage. The project will deliver high capacity transit in July 2024 with service to Downtown Seattle in 28 minutes.

During 2020, DBS facilitated design of infrastructure improvements for roadways and infrastructure. This collaborate reduced duplicative facilities which also reduced long term maintenance costs for both agencies.

UPDATE SOUND TRANSIT (ST3)

Collaborate with Sound Transit on the implementation of I-405 BRT scheduled to open 2024. Facilitated coordination of ST2 and ST3 project components with Lynnwood.



COMMUNITY TRANSIT

DBS facilitated an interlocal agreement with Community Transit for station locations and routing of the Swift Orange Line. This agreement enabled early planning and secured budgeting costs for the project. DBS participated in discussions regarding this important transit service and its relationship to local service and Sound Transit Light Rail.

OPPORTUNITY ZONE

The City of Lynnwood received an Opportunity Zone (OZ) designation for the South Lynnwood / City Center area in 2018. The OZ program is intended to spur long term private investment in economically disadvantaged communities by providing a federal tax incentive. The first two opportunity zone projects were initiated in 2020.

URBAN LAND INSTITUTE NATIONAL STUDY

The partnership with ULI brought several experts in real estate, recreation, urban design, and business to the City Center. This national study identified recommendations for development and amenities within the City Center.

LONG-RANGE PLANNING

COMPREHENSIVE PLAN UPDATE

DBS initiated the preparation of Lynnwood Comprehensive Plan Update. The Washington State Growth Management Act (GMA) requires all jurisdictions in Pierce, King and Snohomish County to update their comprehensive plans and development regulation by June 30, 2024. These updates serve to ensure that local government plans and regulations remain consistent with the GMA. DBS has undertaken a variety of policy efforts during 2020 that will contribute to the comprehensive Plan. These efforts include the City Center / Regional Growth Center; South Lynnwood Neighborhood Subarea Plan; and the Housing Action Plan.

SOUTH LYNNWOOD NEIGHBORHOOD SUBAREA PLAN

The South Lynnwood Neighborhood Plan engages the South Lynnwood community to establish a vision; identify projects and policies to stabilize housing for all families; provide opportunities for various land uses; improve access to busses and non-motorized transportation; and be a model for other improvements throughout the City of Lynnwood.

A Co-Design Committee was established to support the creation of the plan. The Co-Design Committee is comprised of residents, social service providers, and business owners in the neighborhood. A total of six meetings were held with the Co-Design Committee in 2020. Through these meetings future neighborhood conditions were established and recommendations were drafted.

This project began in June 2019 and is estimated to be completed summer 2021, resulting in a South Lynnwood Neighborhood Plan for implementation by the City of Lynnwood and community partners.



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 listening to the community. Creation of the Housing Action Plan was supported by a \$100,000 grant from the Department of Commerce.



The plan utilized new forms of public engagement including using social media, videos, and online surveys as well as methods such as paper surveys and community conversations. A stakeholder committee comprised of 21 community members was also engaged to guide the goals, strategies and actions of the plan. The plan resulted in the creation of four goals and ten supporting strategies.

Staff anticipates adoption of the Housing Action Plan in spring of 2021.

COVID-19

COVID-19 BUSINESS RESOURCES

DBS distributed information on business assistant programs through the City's website. Listing were provided of businesses that were opened, information on products and services available, and encouragement to support Lynnwood businesses.



SMALL BUSINESS OUTREACH PROGRAM

DBS partnered with the Lynnwood Chamber on a Small Business Outreach Program. The goal of the program was to better understand the needs of Lynnwood's small business community through one on one interviews with business owners and identify how the City and Chamber can support and connect them to resources. With the COVID-19 business closures and restrictions in early 2020, the outreach program shifted to connecting businesses to technical and financial resources available to them.

LYNNWOOD SMALL BUSINESS RELIEF GRANTS

DBS worked with an interdepartmental team to facilitate the Lynnwood Small Business Relief Grant Program. Grant funds were made available through the CARES Act. Eligible businesses had a Lynnwood City business license, 10 or less employees, and experienced at least a 25% reduction in revenue due to COVID-19. Staff reviewed 219 applications and selected 101 Lynnwood businesses to receive a grant of up to \$10,000 to cover business, employee, and COVID-19 related expenses.

WORKING WASHINGTON SMALL BUSINESS EMERGENCY GRANTS (WWSBEG)

DBS partnered with the Economic Alliance Snohomish County to review applications submitted by Lynnwood businesses for funding through the WWSBEG. Staff reviewed over 100 applications. Funding was available to assist 10 Lynnwood businesses. The final recipient list and funding amounts were decided by the Washington State Department of Commerce.

TEMPORARY OUTDOOR DINING

DBS created a program to allow restaurants to create outdoor dining areas during Phase 2 and Phase 3 of the Governor's Safe Start – Stay Healthy plan through a simple registration process.

PARTNERSHIPS

DBS continues to build strong partnerships with other local, regional and state organizations to support Lynnwood's goals for growth and development, business attraction and support, transportation improvements and tourism.

- Partner Lynnwood
- Economic Alliance Snohomish County
- Lynnwood Chamber
- Washington Economic Development Association
- Lynnwood Convention Center
- Snohomish County Parks, Recreation and Tourism

- Small Business Development Center
- Lynnwood Public Facilities District
- Snohomish County Lodging Association

- Snohomish County Tourism Alliance
- Puget Sound Regional Council

TOURISM PROMOTION

SALES MISSIONS & TRADE SHOWS

Group tour continues to be an important part of the Lynnwood Tourism work program. Through one-on-one appointments with group tour planners and operators, we promote Lynnwood as a destination for group travel. Lynnwood's proximity to Seattle and affordable hotel rates, make Lynnwood a popular option when visiting the Puget Sound area.

- National Tour Association Travel Exchange – Virtual Appointments and Washington State Sale Mission
- Go West Summit – Virtual Appointments



DVA ADVERTISING + PUBLIC RELATIONS

DBS contracted with DVA Advertising & Public Relations to provide marketing services for Lynnwood Tourism. Services provided by DVA include content creation, organic and paid digital marketing campaigns, and email newsletters.

LYNNWOOD FAMILIARIZATION TOUR

Lynnwood Tourism partnered with the Lynnwood Convention Center to host a series of quarterly Tourism Talk meeting with Lynnwood hoteliers to build stronger partnerships, focus marketing efforts, and attract visitors to Lynnwood. Lynnwood tourism partners hosted a Lynnwood Familiarization Tour for meeting and event planners on February 25, 2020 at the Lynnwood Convention Center and featured a special presentation by Jen Mueller Seahawks sports caster. The event was attended by approximately 30 meeting and event partners and 20 tourism partners.



SNOHOMISH COUNTY LODGING ASSOCIATION

The Snohomish County Lodging Association (SCLA) is a non-profit organization formed to promote the interests of hotels, motels, and tourism related businesses throughout Snohomish County. Tourism Manager Murray was selected to serve as the Secretary on the SCLA Board of Directors.

LAND USE PERMITS PERFORMANCE REPORT

RCW 36.70B.080 requires cities and counties that plan under the Growth Management Act and which have populations over 20,000 to prepare an annual performance report regarding land use permit application review times. The following permit review information is for land use applications subject to the 120-day review limit established by RCW 36.70A.040 received and processed between January 1, 2020 and December 31, 2020.

ABOUT TIME LIMITS

When an application is submitted, the City has 28 days to determine whether the application is complete, or whether all the required submittal information listed on each application has been made available to City staff. Once the application is complete, the application becomes active and processing begins. The City is required to make a final decision on an application within 90 or 120 calendar days of active application processing. Active processing means that review of the application is proceeding normally and has not been put on-hold by a request for additional information.

If staff finds that additional information is needed, the clock for processing the application will stop running. When the additional information is submitted, staff will review it to make sure that it responds fully to the information request. This review is done within 14 calendar days of submission, and staff determines whether the request has been satisfied or additional information is needed. When the request is satisfied, the clock starts running again.

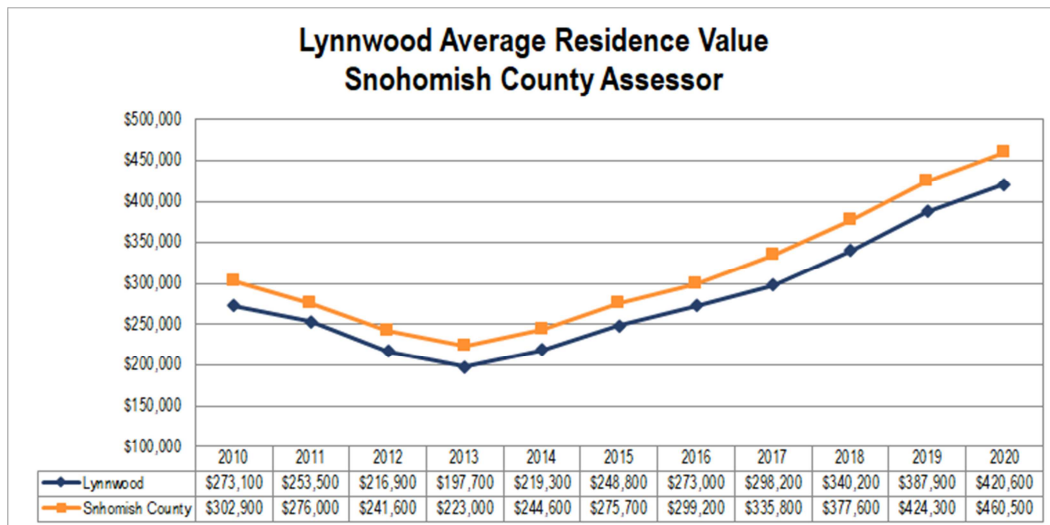
Land use applications which use the 90-day clock include Boundary Line Adjustments and Short Subdivisions; applications which use the 120-day clock include Conditional Use Permits, Project Design Reviews, Subdivisions, and Variances.

Report

1. Number of complete applications received and completed in 2020:	20
2. Number of complete applications received before 2020 and completed in 2020:	3
3. Decisions issued before the established deadline:	21
4. Decisions issued after the established deadline:	2
5. Applications granted an extension of time:	0
6. Applications reviewed in:	
	0-20 days: 3
	21-40 days: 3
	41-60 days: 3
	61-80 days: 5
	81-100 days: 5
	101-120 days: 3
	More than 120 days: 0
7. Mean (average) processing time:	90.75

HOME VALUE

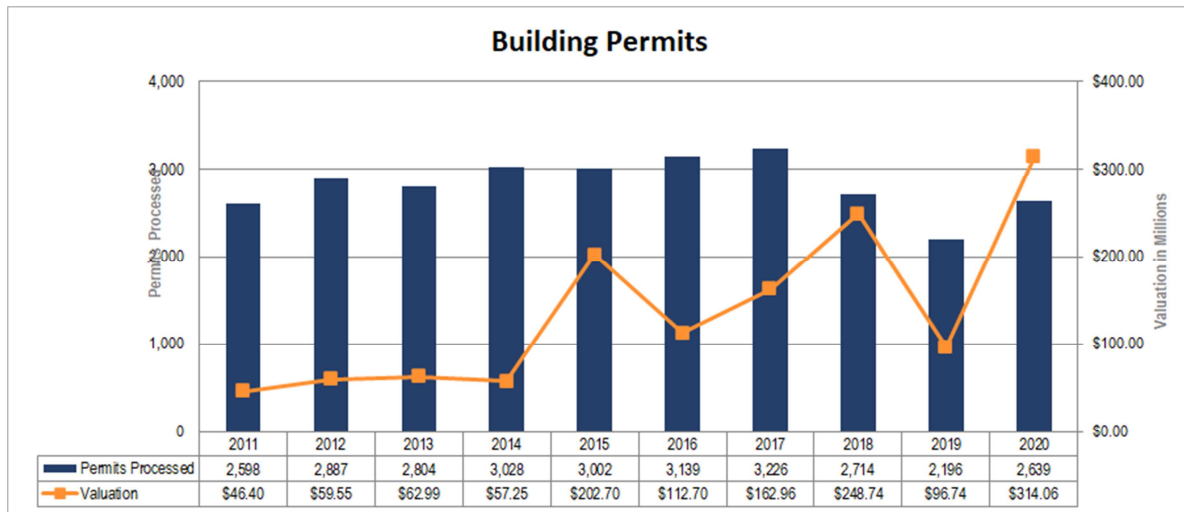
The average home value, according to the Snohomish County Assessor's office, has been steadily increasing since 2013. The average value of a Lynnwood residence increased 8.4% between 2019 and 2020. The average value of a home in Lynnwood in 2020 was \$420,600, \$39,900 below the County average of \$460,500.



Although the price of housing continues to rise in Lynnwood, housing values remain below those elsewhere in Snohomish County.

BUILDING AND DEVELOPMENT ACTIVITY

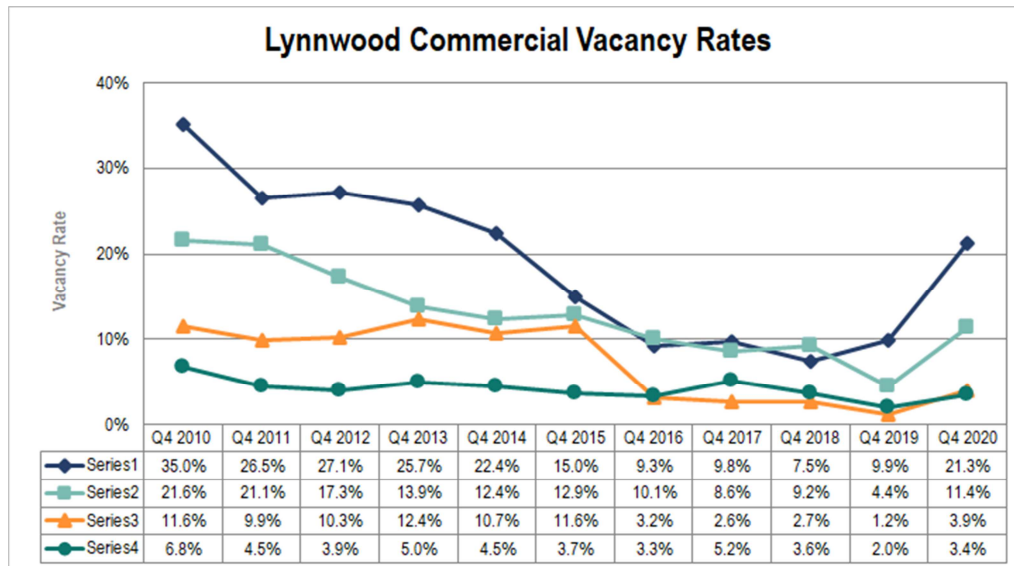
The number of building permits issued in a given year reflect the activities of the development community, future tax revenues and potential jobs. In 2020, 2,639 building permits were issued with a valuation of over \$314 million. This is 225% increase in project valuation and an 20% increase in the number of permits issued compared to 2019. This increase in project valuation reflects the scale and volume of new development happening in Lynnwood's City Center and Regional Growth Center. In 2020, DBS saw an increase in the number of permits applied for by homeowners.



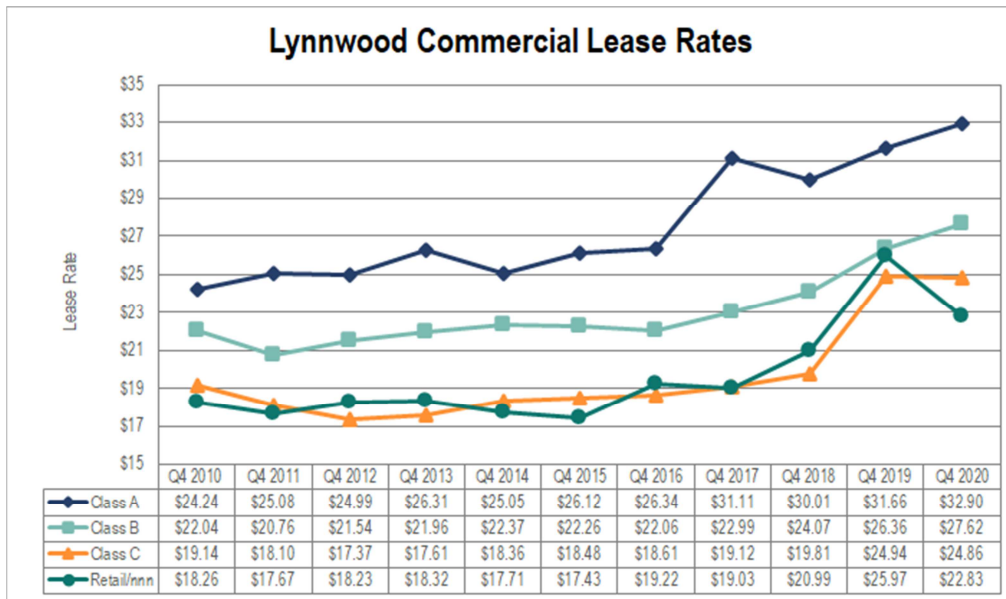
COMMERCIAL VACANCY AND LEASE RATES

Commercial vacancy rates help forecast new development, job growth and the desirability of doing business in Lynnwood. Office building are classified as Class A, B or C, depending on the quality of the structure and available amenities. Vacancy rates in all building types had been trending downward since 2010.

In 2020 Lynnwood saw an increase in vacancy rates in all building types, probably due to COVID-19. The Class A vacancy rates were 21.3% in Q4 2020, up from 9.9% in 2019. Class B vacancy rates were 11.4% in Q4 2020, up from 4.4% in 2019. Class C vacancy rates were 3.9% in Q4 2020, up from 1.2% in 2019. The Q4 2019 vacancy rates were 3.4%, up from 2.0% in 2019.



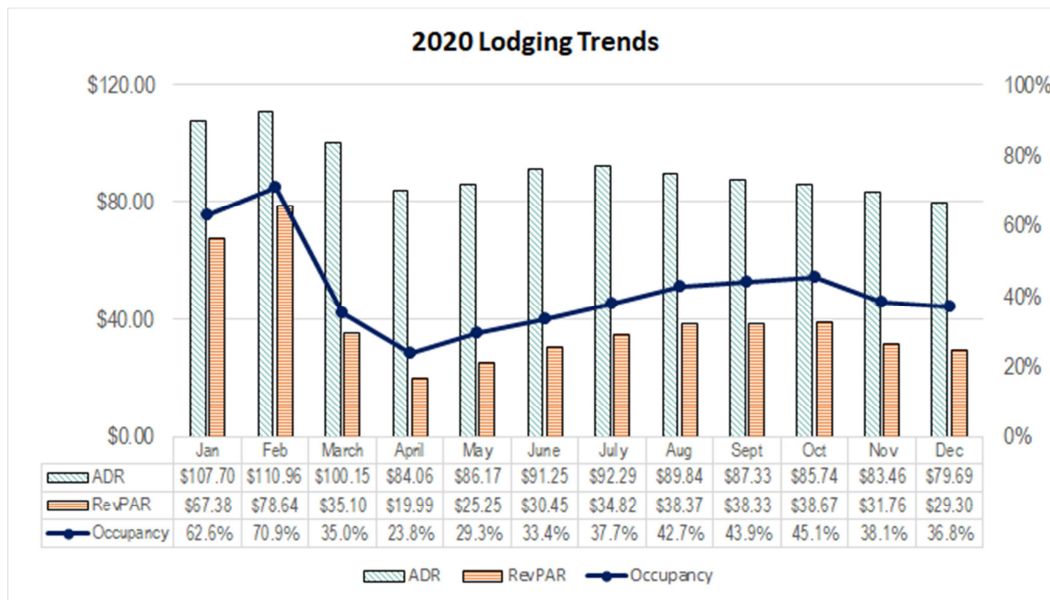
Commercial lease rates in Q4 2020 increased for Class A and B office spaces and decreased for Class C office space and Retail spaces. Class A lease rates were \$32.90 in Q4 2020, 3.9% increase of 2019. Class B lease rates were \$26.36, a 4.8% increase over 2019. Class C lease rates were \$24.86, down 0.3% from 2019. Retail space lease rates for Q4 2020 were \$22.83, down 12.1% from 2019. The decrease in retail lease rates in 2020 may reflect business closures due to COVID-19 and a shift to on-line commerce.



LODGING METRICS

DBS manages the Lynnwood Tourism Program. Tourism benefits the economic vitality of the City through visitor spending on lodging, food, entertainment, shopping and transportation. Tourism creates jobs and a demand for supplies and services.

The chart below details Lynnwood's lodging trends since 2010. Lynnwood's lodging metrics decreased in 2020 due to the COVID-19 pandemic and the related travel restrictions and business closures. The decline beginning in February illustrates this correlation. Annual occupancy rates decreased 42.3%, moving from 73.4% in 2019 to 41.6% in 2020. Average Daily Rate decreased 12.5%, moving from \$118.58 in 2019 to \$91.55 in 2020. Revenue per Available Room (RevPAR) decreased 17.4%, moving from \$88.38 in 2019 to \$39.01 in 2020.



Lodging tax in Washington state is 4%. Two percent is distributed to the County and 2% is distributed to the jurisdiction in which it is collected. In 2020, Lynnwood collected \$768,670 and received a distribution of \$384,335, a decrease of 53% compared to 2019. DBS reduced marketing activity significantly in 2020 to limit spending and maintain financial

reserves. These measures enabled the City to continue its payments to the Lynnwood Public Facilities District for construction of the Lynnwood Convention Center.

