

**LYNNWOOD
CITY COUNCIL
Work Session**

**Date: Tuesday, September 8, 2020
Time: 6:00 PM
Place: City Hall Council Chambers**

- 6:00 PM **A** Comments and Questions on Memo Items
- 6:00 PM **B** Introduction to Verdant Superintendent Lisa Edwards
- 6:15 PM **C** COVID-19 Update
- 6:25 PM **D** Briefing: Development Agreement and Binding Site Plan Code Amendments
- 6:45 PM **E** Briefing: Public Works Vegetation Management Program Update
- 7:05 PM **F** Break
- 7:15 PM **G** Community Justice Center Update and Budget Amendment
- 8:00 PM **H** Mayor Comments and Questions
- 8:05 PM **I** Council President and Council Comments
- 8:10 PM **J** Executive Session
- Adjourn

Memorandums for Future Agenda Items:

- M-1 Justice Center Design Contract Amendment #2
- M-2 Interlocal Agreement - SnoPUD - 196th St SW Improvement Project Construction
- M-3 Ordinances: Six-Year Capital Facilities Plan (CFP) 2021-2026 and Six-Year
 Transportation Improvement Program (TIP) 2021-2026
- M-4 Interlocal Agreement: Stormwater Commingling Agreement with the Central Puget Sound
 Regional Transit Authority (Sound Transit)

Memorandums for Your Information:

- FYI-1 City Center: Update on 194th Street SW Extension & City Center

Contact: Executive Office (425) 670-5001

CITY COUNCIL ITEM A

**CITY OF LYNNWOOD
Executive**

TITLE: Comments and Questions on Memo Items

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM B

CITY OF LYNNWOOD Executive

TITLE: Introduction to Verdant Superintendent Lisa Edwards

DEPARTMENT CONTACT: Leah Jensen

SUMMARY:

The Board of Commissioners of the Verdant Health Commission has appointed Lisa Edwards, EdD, to serve as the Verdant superintendent. Edwards has extensive experience in nonprofit management, higher education, and healthcare. She was most recently the Executive Director of the Northwest Sarcoma Foundation. She has also been the CEO of the 7 Rivers Alliance, a regional community development organization based in the Midwest, Global Solutions Officer at Invista Performance Solutions, and Dean of Enterprise and Economic Development at Tacoma Community College.

BACKGROUND:

The Verdant Health Commission is the program of the public hospital district, and in 2019 it invested nearly \$7 million in health and well-being programs serving the residents of its communities, which includes Brier, Edmonds, Lynnwood, Mountlake Terrace, Woodway, and portions of Bothell and unincorporated Snohomish County.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM C

CITY OF LYNNWOOD City Council

TITLE: COVID-19 Update

DEPARTMENT CONTACT: Christine Frizzell, Council President

SUMMARY:

The City continues to monitor and respond to the COVID-19 emergency. The Council will receive an update from City staff.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM D

CITY OF LYNNWOOD Community Development

TITLE: Briefing: Development Agreement and Binding Site Plan Code Amendments

DEPARTMENT CONTACT: Ashley Winchell, AICP

SUMMARY:

The proposed code changes will expand flexibility provided through Development Agreements citywide, with the exception of Single Family zones. Flexibility through Development Agreements is currently only permitted in the City Center and Regional Growth Center. Proposed changes will also allow Binding Site Plans to vest to Development Agreement timelines. On August 13, 2020, the Planning Commission received a briefing on the proposed ordinance amendments.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should flexibility through Development Agreements be extended in non-single family zones citywide?

Should Binding Site Plans be able to vest to timeframes established through Development Agreements?

ACTION:

Review and discuss changes to LMC 3.104.190 – Title 19 Fees and Charges; LMC 3.104.210 – Title 21 Fees and Charges; Chapter 19.75 Binding Site Plans; and Chapter 21.29 Development Agreements.

BACKGROUND:

Development Agreements (DAs) are a tool to provide certainty and flexibility, when appropriate, to developments while negotiating for public benefits beyond the base requirements. Changes adopted to the Development Agreement code in 2019 allowed for flexibility and identified possible public benefits for developments within the City Center and Regional Growth Center.

The proposed code amendments:

1. Expand Development Agreement eligibility citywide in non-single family zones;
2. Allow for longer vesting periods to align with Development Agreement timelines;
3. Provide flexibility in Binding Site Plan requirements; and
4. Recoup City costs related to these activities.

Development Agreements

The main purpose of this ordinance is to expand the benefits and flexibility of development agreements citywide, with the exception of single-family residential zones. It also clarifies and aligns approval timelines, as Development Agreements sometimes establish longer vesting periods than permitted outright by the code. The proposed changes benefit the community by incentivizing development through flexibility and project timeline consistency.

The code amendment also proposes a mechanism to recoup some of the City's costs to prepare a Development Agreement. Currently, there are no costs to the applicant for Development Agreements. The City is responsible for paying for all city attorney fees and notification costs. The code amendment proposes a \$2,500 fee to be deposited to a trust fund. These fees would be used to cover city attorney fees and notification costs. If fees are accrued beyond \$2,500 they will be billed to the applicant and required to be paid before a City Council hearing. If excess fees remain after project approval they will be refunded to the applicant. Staff time would continue to be offered at no cost to the applicant.

Binding Site Plans

The code amendment also includes a provision to amend the Binding Site Plan code (Chapter 19.75 LMC). A Binding Site Plan is an alternate process to subdivide non-single-family residential property. The purpose of a Binding Site Plans is to divide land into smaller lots that can be legally sold and developed, typically for commercial and mixed-use projects.

All subdivisions, including Binding Site Plans, have two phases: preliminary and final. Preliminary Binding Site Plans show the overall site including proposed streets, lots and covenants for the review of a general layout. The final Binding Site Plan is the drawing of record for the County Auditor that shows all requirements per code. Recording of the Binding Site Plan officially divides the land. Before the Binding Site Plan can be recorded improvements, such as roads and utilities, must be constructed or bonded.

Currently, the code does not allow for phasing of subdivisions and requires all improvements associated with a Binding Site Plan to be constructed within three years of the approval of the preliminary Binding Site Plan. This provision is far more restricted than the Washington State RCW. This requirement has been identified as potentially problematic when associated with Development Agreements with longer vesting timelines.

For example, a Development Agreement may vest a project over a 10-year time frame to enable a project to be completed in phases. The current structure of the LMC requires the developer to either:

1. Make all improvements at once. This can be cost-prohibitive and difficult since road and utility improvements are often constructed at the time of building construction; or
2. File several Binding Site Plans over the years. This is difficult for staff as they cannot assess the larger project at once and subjects the developer to greater uncertainties.

The proposed changes would allow the entire development to be reviewed at the time of preliminary Binding Site Plan. The phasing will be locked in with the approval of the Binding Site Plan and will correspond to the Development Agreement timing. This will enable each final Binding Site Plan to come in as phases. This allows the developer to only build what is necessary at the time of development. This is helpful as these improvements are often financially tied to individual building construction.

The amendment proposes breaking the Binding Site Plan fees into a preliminary payment and final payment. Currently the Binding Site Plan fee is a one-time payment of \$15,000. This includes review of the preliminary and final stage. The current fee structure does not take multiple final plat reviews into account. The proposed fee structure is \$10,000 for preliminary review and \$5,000 for each final plat review. This ensures the city can recoup costs based on added work from proposed phasing.

PREVIOUS COUNCIL ACTIONS:

On August 12, 2019 the Lynnwood City Council adopted a code amendment which relocated Development Agreements from LMC Title 1 General Provisions to Title 21 Zoning. These changes clarified whether flexibility was permitted and restricted flexibility to the City Center and Regional Growth Center.

FUNDING:

None.

KEY FEATURES AND VISION ALIGNMENT:

The proposed amendments relate to the following vision statement: "To encourage a broad business base in sector, size and related employment, and promote high quality development."

ADMINISTRATION RECOMMENDATION:

Review and discuss staff analysis of the draft legislation.

DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|-----------|
| Draft Ordinance Development Agreements and Binding Site Plans | Ordinance |

1 **CITY OF LYNNWOOD**

2
3 **ORDINANCE NO. _____**
4

5 AN ORDINANCE OF THE CITY OF LYNNWOOD,
6 WASHINGTON, RELATING TO REGULATION OF
7 DEVELOPMENT AGREEMENTS AND BINDING SITE
8 PLANS; AMENDING CHAPTER 3.104; AMENDING
9 CHAPTER 19.75; AND AMENDING CHAPTER 21.29; AND
10 PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE
11 AND SUMMARY PUBLICATION.

12 WHEREAS, the City of Lynnwood is a municipal corporation organized under the laws
13 of the State of Washington; and

14 WHEREAS, RCW 36.70B.170-.210 authorize cities in Washington to enter into
15 agreements governing the development of real property with a person having ownership or
16 control of such property; and

17 WHEREAS, on March 14, 2005, the Lynnwood City Council passed Ordinance No. 2553
18 adopting the City Center Sub-Area Plan as an amendment to the City of Lynnwood
19 Comprehensive Plan; and

20 WHEREAS, on July 10, 2006, the Lynnwood City Council passed Ordinance No. 2626
21 authorizing the use of development agreements, which provisions were codified as Chapter 1.37
22 LMC; and

23 WHEREAS, on August 12, 2019, the Lynnwood City Council passed Ordinance No.
24 3340 repealing Chapter 1.37 and replacing with Chapter 21.25, which limited flexibility through
25 Development Agreements to the Regional Growth Center and City Center;

26 WHEREAS, flexibility through development agreements has been identified as being
27 beneficial citywide; and

28 WHEREAS, the timelines established by the Chapter 19.75 Binding Site Plans are more
29 restrictive than required by RCW 58.17.035; and

30 WHEREAS, as currently regulated, Development Agreements allow vesting rights which
31 do not align with the current allowances of the Binding Site Plan code;

32 WHEREAS, the ability to align phasing and timelines for Development Agreements and
33 Binding Site Plans improves customer service and responds to market needs; and

34 WHEREAS, on August 27, 2020, the Lynnwood Planning Commission held a public
35 hearing on the revisions to the Lynnwood Municipal Code stated in this Ordinance, and all
36 persons wishing to be heard were heard; and

37 WHEREAS, following the public testimony portion of the public hearing, the Planning
38 Commission deliberated on the draft legislation and by regular motion voted to recommend that
39 the Lynnwood City Council adopt the provisions of this Ordinance; and

40 WHEREAS, on DATE, the City Council held a public hearing on the revisions to the
41 Lynnwood Municipal Code stated in this Ordinance, and all person wishing to be heard were
42 heard; and

43 WHEREAS, the City Council after due consideration finds that the provisions of this
44 Ordinance are consistent with and implement the City’s Comprehensive Plan, are consistent with
45 applicable state law, and are to the best interest of the public health, safety and general welfare;
46 and

47 WHEREAS, the City Council finds that there are sufficient reasons to take action to
48 ensure that development agreement may be a development tool to provide adequate flexibility to
49 meet market demands while providing additional public benefits.
50

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

53 **Section 1: Findings.** Upon consideration of the provisions of this Ordinance, the City Council
54 finds that the new code and amendments contained herein are: a) consistent with the
55 comprehensive plan; and b) substantially related to the public health, safety, or welfare; and c)
56 not contrary to the best interest of the citizens and property owners of the city of Lynnwood.

57
58 **Section 2: Purpose.** The purpose of this ordinance is expand flexibility provided through
59 Development Agreements citywide. Flexibility through Development Agreements is currently
60 only permitted in the City Center and Regional Growth Center. Changes will also allow Binding
61 Site Plans to vest to Development Agreement timelines.

62
63 **Section 3: LMC Title 19 Fees and Charges**

64 **104.190 LMC Title 19 fees and charges.**
65 The fees and charges set forth in Table 3.104.190 are the city of Lynnwood fees and charges
66 related to the provisions of LMC Title 19.

Table 3.104.190 – LMC Title 19 Fees and Charges

| Type of Fee | | |
|--|-------------------|------------------|
| LMC TITLE 19 – SUBDIVISION FEES | | |
| Boundary line adjustment | | 1,500.00 |
| Lot combination | | 1,500.00 |
| Subdivision | | 15,000.00 |
| Short subdivision | Creating two lots | 2,000.00 |
| | Creating 3-9 lots | 7,500.00 |
| Preliminary Binding Site Plan | | 10,000.00 |

Table 3.104.190 – LMC Title 19 Fees and Charges

| Type of Fee | |
|--|---|
| LMC TITLE 19 – SUBDIVISION FEES | |
| Final Binding Site Plan | 5,000.00 |
| City Attorney Support | Actual cost |
| Hearing Examiner | Actual cost |
| Public Notice Requirements | |
| Posting costs | Hourly rate (posting notification on proposed project site and civic sites) |
| Mailing costs | Actual cost of postage plus staff hourly rate |
| Publication in newspaper | Actual cost |

67

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Table **3.104.210** – LMC Title **21** Fees and Charges

| Type of Fee | | |
|---|---|-----------------|
| LMC TITLE 21 – ZONING FEES | | |
| Accessory Dwelling Unit | | 500.00 |
| Administrative Amendment (LMC 1.35.180) | | 1,500.00 |
| Conditional Use Permits | | 5,000.00 |
| Development Agreements * | | 2,500.00 |
| <p>** Development Agreement fees are deposits to trust accounts to cover city attorney fees and public notice costs, which shall be paid from the deposit. Excess funds remaining after approval, denial or withdrawal of the development agreement application will be refunded to the applicant. City attorney fees and public notice costs that exceed the original deposit shall be charged to the applicant, who shall pay the excess costs within 30 days of receipt of an invoice from the City for the excess costs.</p> | | |
| Essential Public Facility | Local | 1,500.00 |
| | Regional or State | 20,000.00 |
| Miscellaneous Plan Review | Fee for review not related to a permit (e.g., parking lot) | 263.00 |
| Parking Alternatives Review | | 1,500.00 |
| Planned Unit Development (PUD) | | 10,000.00 |
| Preapplication Meeting | | 200.00 |
| <p>*Fee credited towards development review charges.</p> | | |
| Project Design Review | Under 5,000 gross sq. ft. | 3,500.00 |

Table 3.104.210 – LMC Title 21 Fees and Charges

| Type of Fee | | |
|---|---|-----------|
| LMC TITLE <u>21</u> – ZONING FEES | | |
| | 5,000 gross sq. ft. and above | 15,000.00 |
| Reclassification (Rezone) | | 10,000.00 |
| Variance, Single-Family | | 500.00 |
| Variance, Standard (Non-Single-Family) | | 3,000.00 |
| Wireless Communication Facility (WCF) | | 5,000.00 |
| Small wireless facility ¹ , permit review | Up to five small wireless facilities | 500.00 |
| | Each additional small wireless facility | 100.00 |
| Small wireless facility, right-of-way access and/or attachment to city-owned pole/structure | Per year, per pole/structure | 270.00 |
| Zoning Code Interpretation | | 1,000.00 |
| Zoning Certification Letter | | 150.00 |
| Signs with Searchlights | Per permit | 86.00 |
| City Attorney Support | Actual cost | |
| Hearing Examiner | Actual cost | |
| Public Notice Requirements | | |
| Posting costs | Hourly rate (posting notification on proposed project site and civic sites) | |
| Mailing costs | Actual cost of postage plus staff hourly rate | |

Table 3.104.210 – LMC Title 21 Fees and Charges

Type of Fee

LMC TITLE 21 – ZONING FEES

Publication in newspaper

Actual cost

69

70

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71

72 **Section 4: Chapter 19.75.060 Binding Site Plan Amendments – Timing and Flexibility**

73 **19.75.060 Time limits, extensions, ~~and~~ effect of preliminary binding site plan approval, ~~and~~**
74 **~~flexibility through development agreements.~~**

75 A. The city shall approve, approve with conditions, disapprove or return to the applicant for
76 modification all binding site plans within 90 days from the date of filing thereof unless the
77 applicant consents to an extension of time; provided, that if an environmental impact statement
78 (EIS) is required pursuant to Chapter [43.21C](#) RCW, or other environmental studies required for a
79 determination of nonsignificance, or if a variance or other similar applications are required, the
80 90-day period shall not include time spent preparing and circulating a required EIS, or the time
81 required for processing the other application(s).

82 ~~B. The applicant shall have three years from the date of preliminary approval to submit to the~~
83 ~~city a final binding site plan meeting all requirements of this chapter. Failure to do so will result~~
84 ~~in the expiration of preliminary binding site plan approval. However, an applicant who files a~~
85 ~~written request with the mayor's office at least 30 days before the expiration shall be granted one~~
86 ~~one-year extension upon a showing that the applicant has attempted in good faith to submit the~~
87 ~~final binding site plan within the three-year period.~~

88 **BC.** Approval of a preliminary binding site plan by the mayor is approval of the proposed
89 binding site plan's design, and relationship with adjoining property. The engineering,
90 construction and installation of improvements and final detail shall be subject to approval of the
91 public works director. Approval of the preliminary binding site plan shall authorize the applicant
92 to proceed with the preparation of the final binding site plan in conformance with the approved
93 preliminary binding site plan and the conditions stipulated. Upon the approval of detailed
94 construction plans by the public works director, construction and installation of the
95 improvements may proceed.

96 ~~C. The applicant shall have three years from the date of preliminary approval to submit to the~~
97 ~~city a final binding site plan meeting all requirements of this chapter, except as authorized by~~
98 ~~LMC 19.75.060.D. Failure to do so will result in the expiration of preliminary binding site plan~~
99 ~~approval. However, an applicant who files a written request with the mayor's office at least 30~~
100 ~~days before the expiration shall be granted one one-year extension upon a showing that the~~
101 ~~applicant has attempted in good faith to submit the final binding site plan within the three-year~~
102 ~~period.~~

103 ~~D. Binding site plan review and approval procedures may be revised for flexibility when~~
104 ~~associated with an approved development agreement, including modification or deferral of~~
105 ~~submittals required by LMC 19.75.035.B.7. When associated with an approved development~~
106 ~~agreement, time limits for preliminary and final binding site plan must be established at the time~~
107 ~~of preliminary binding site plan approval. The city may require the applicant to submit a single~~
108 ~~preliminary binding site plan showing the full extent of the project. The city may approve several~~
109 ~~subsequent final binding site plans to be recorded in phases. In no case shall the time frames for~~
110 ~~the binding site plan exceed the time frames of the development agreement.~~

111

112

113 **Section 5: Chapter 19.75.065 Binding Site Plan Amendments – Improvements**

114

115 **19.75.065 Methods and procedure for carrying out improvements.**

116 If the preliminary binding site plan is approved by the mayor, the city may accept a bond or other
117 secure method providing for and securing to the city the actual construction and installation of
118 minimum improvements in accordance with the provisions of LMC 19.75.105 within one year
119 by any of the following methods, **except where modified in accordance with the provisions of**
120 **LMC 19.75.060.D:**

121 A. By furnishing the city of Lynnwood with a performance bond satisfactory to the city attorney,
122 in which guarantee is given the city that the installation of the minimum improvements will be
123 carried out as provided in LMC 19.75.060 herein and in accordance with city specifications
124 within one year;

125 B. By actual installation of improvements in accordance with the provisions of LMC 19.75.060
126 contained herein and in accordance with the installation requirements and under the supervision
127 of appropriate city departments and furnishing a bond approved by the city attorney securing
128 successful operation of the improvements for a period of 24 months following completion and
129 acceptance thereof by the city;

130 C. By formation of a local improvement district;

131 D. By a cash deposit with the city or suitable escrow;

132 E. By a combination of these methods; and

133 F. By such other reasonable guarantee acceptable to the city attorney.

134 The applicant may then make application for such permits from the local officers, officials and
135 authorities as are necessary to proceed with the installation of the binding site plan
136 improvements.

137 After completing all minimum improvements, the applicant shall make a request to the
138 appropriate department for inspection. After finding that all improvements have been completed
139 or provided for in accordance with the installation standards, the appropriate department shall so
140 notify the community development director.

141 If applicant uses another approved method for carrying the improvements out, the appropriate
142 department will so notify the community development director.

143 Upon receipt of this notification, the community development director shall advise the applicant
144 that a final binding site plan may be submitted for that portion of the area contained in the
145 proposed binding site plan, or dedication in which minimum improvements have been installed
146 or concerning which a performance bond or other acceptable surety has been posted. The
147 applicant may then submit the final binding site plan application in accordance with LMC
148 19.75.070. (Ord. 2463 § 15, 2003)

149

150 **Section 6: Chapter 21.29 Development Agreement Amendments**

151

152 **21.29.010 Purpose.**

153 Certainty in the development review process can significantly encourage development or
154 redevelopment of real property. This certainty is especially important for large-scale or
155 multiphase developments that take years to complete and that require substantial financial
156 commitments at an early stage. The city may, when appropriate, enhance certainty by entering
157 into a development agreement with a project sponsor that addresses the “ground rules” for
158 review of the development application and construction of the project. A development agreement
159 provides the opportunity for the city and the developer to agree on the scope and timing of the
160 project, applicable regulations and requirements, mitigation requirements and other matters
161 relating to the development process. A development agreement promotes the general welfare by
162 balancing the public and private interests, providing reasonable certainty for a development
163 project, and addressing other matters, including reimbursement over time for the financing of
164 public facilities.

165 **21.29.020 Authority.**

166 **A.** Pursuant to RCW 36.70B.170 through 36.70B.210, the city council may approve and enter
167 into a development agreement with any person, partnership, corporation or other entity that
168 controls real property within the city or within the city’s urban growth area.

169 **B.** The city council may approve and enter into a proposed development agreement if the council
170 finds, in its sole discretion, that the proposed agreement is consistent with the city’s
171 comprehensive plan, the development regulations and the purpose of this chapter, and that
172 entering into the agreement is in the city’s best interest.

173 **21.29.030 Agreement contents.**

174 A proposed development agreement shall, at a minimum, include provisions required by
175 RCW 36.70B.170 through 36.70B.210, and shall set forth the development standards and other
176 provisions that shall apply to and govern the use and development of the real property for the
177 duration specified in the agreement. An agreement may also contain such other provisions as the
178 city and the property owner or person controlling the property may mutually agree on, such as,
179 but not limited to, the financing for or timing of mitigation and the vesting of development
180 rights. A development agreement shall be consistent with applicable development regulations,
181 including this chapter.

182 **21.29.040 Public notice.**

183 **A.** The applicable department director shall distribute the notice at least 20 calendar days
184 before the hearing in the following manner:

- 185 1. Publishing the notice in the official newspaper of the city (LMC 1.08.010);
- 186 2. Posting the notice at the official posting place(s) of the city (LMC 1.12.010) and at
187 the subject property so that the notice is readable from all adjacent public streets; and

188 3. Mailing the notice by regular mail to owners of property within at least 600 feet of the
189 boundary of the subject property.

190 B. The notice requirement(s) of this section shall be satisfied by substantial compliance with
191 such requirements.

192 **21.29.050 Public hearing.**

193 A. Prior to acting on a proposed development agreement, the city council shall hold a public
194 hearing on the proposed agreement, at which time all those wishing to speak shall be heard. The
195 applicable department director shall prepare a notice of the public hearing that contains the
196 following:

- 197 1. Name of the property/project to which the agreement would apply;
- 198 2. Street address and/or a description of the property in nonlegal terms;
- 199 3. Statement that a development agreement is proposed for the subject property and
200 reference to this chapter;
- 201 4. Brief summary of the proposed development agreement;
- 202 5. Date, time and place of the hearing; and
- 203 6. Statement of the right of any person to participate in the hearing.

204
205 ~~**21.29.070 Decision criteria.**~~

206 ~~The city council may approve and enter into a proposed development agreement if the council
207 finds, in its sole discretion, that the proposed agreement is consistent with the city's
208 comprehensive plan, the development regulations and the purpose of this chapter, and that
209 entering into the agreement is in the city's best interest.~~

210 **21.29.090 Recording.**

211 ~~The applicant shall be responsible to record the agreement with the Snohomish County pursuant
212 to RCW 36.70B 190. The development agreement shall include a provision that requires the
213 applicant to record the agreement with the Snohomish County Auditor's Office.~~

214 **21.29.100 Mobile home park preservation.**

215 The owner of an existing mobile home park that is identified in policy MH-1 of the
216 comprehensive plan may preserve the mobile home park pursuant to a development agreement
217 that:

- 218 A. Is processed and approved in accordance with this chapter;
- 219 B. Preserves and maintains the mobile home park for a minimum term of five years, which term
220 shall renew automatically for additional periods as agreed to by the city and the owner, unless

221 the owner notifies the city and the residents and occupants of the mobile home park in writing of
222 termination of the development agreement at least one year before the termination date;

223 C. Includes special rates for water, surface water and sewer service as set forth in this code;

224 D. Waives all permit, approval, processing and inspection fees for any construction or repair to
225 maintain, operate or improve the mobile home park during the agreement period, and renewals
226 thereof; and

227 E. Contains additional terms and conditions that are agreed to by the owner and the city council.

228 **21.29.200 Development agreement in the Regional Growth Center or City Center.**
229 **Decision Criteria.**

230 ~~The City Council may utilize development agreements on properties located within the~~
231 ~~designated Regional Growth Center as adopted by the Puget Sound Regional Council or the~~
232 ~~Lynnwood City Center.~~

233 A. ~~Additional~~ Criteria for Approval. ~~For development agreements within the Regional Growth~~
234 ~~Center and/or City Center, in addition to the criteria of LMC 21.29.070, (The City Council~~
235 ~~may enter into an development agreement if the following criteria are met:-~~

236 1. The development agreement must be consistent with the comprehensive plan and
237 any applicable subarea plan ~~the City Center Subarea or Regional Growth Center Plan;~~

238 2. The agreement must provide public benefits, including but not limited to those
239 provided in LMC 21.29.200.C, that would not otherwise be achieved under the Code.;

240 ~~and~~

241 3. The City Council determines the agreement serves the public interest, including
242 but not limited to achieving ~~the City Center Subarea~~ the comprehensive plan and any
243 applicable subarea plan ~~or Regional Growth Center Plan policies vision;~~

244 4. The property is not zoned single-family residential; and

245 5. The agreement must be consistent with the purpose of this chapter.

246 B. Flexibility. The development agreement may provide flexibility to the following:

247 1. ~~Flexible~~ Development Regulations. The development agreement may provide
248 flexibility in the development regulations by proposing alternative requirements as
249 agreed to by City Council. In no case shall the development agreement allow uses
250 that are not otherwise permitted under this title.

251 2. Public Infrastructure Requirements. The development agreement may allow
252 modifications to public infrastructure standards to achieve project implementation.

253 3. Timing. The development agreement may provide flexibility in timing for any
254 division of land, land use, or construction permit review, approval, expiration, or
255 extension requirements.

- 256 C. Public Benefits. The City Council may seek to balance flexibility for development with
257 additional public benefits by incorporating public benefit elements into the development
258 agreement. The development agreement may include, but **need** not **be** limited to, benefits
259 such as the following:
- 260 1. Sustainability. The support of sustainability may be sought by including any of the
261 following:
 - 262 a. Green Building standards such as USGBC LEED or equivalent are incorporated
263 into the development. The level of certification may be determined at time of
264 development agreement approval.
 - 265 b. Electric Vehicle Charging Stations are provided throughout the development
266 and are made available to the public.
 - 267 c. Greenhouse Gas (GhG) inventories are conducted annually and reported to the
268 City of Lynnwood.
 - 269 2. Affordable Housing. The development may be required to provide a portion of
270 units to be affordable units. The range of income qualifications, number of units, and
271 term length shall be determined at time of development agreement approval;
 - 272 3. Park and Open Space. Development may be required to dedicate a portion of land
273 for the use of parks and open space as consistent with the adopted ~~Pparks-,
274 Rrecreation, Oopen Sspace Pplan~~ **and/or city center parks plan or any other applicable
275 parks plan**. Land dedication may be used to offset Park Impact Fees per LMC 3.107;
 - 276 4. Economic Benefits. The City Council may require an Economic Benefits Analysis
277 to be conducted prior to or following the adoption of the development agreement;
 - 278 5. Public Infrastructure. The development agreement may outline public
279 infrastructure improvements that **serve the City Center and** are provided by the
280 developer. These projects may be credited to applicable service, connection, or
281 impact fees;
 - 282 6. Public Art and Placemaking. The development agreement may outline elements
283 of public art and other placemaking methods that exceed currently adopted
284 requirements; or
 - 285 7. Other Public Benefits. The agreement may include other public benefits as
286 proposed by an applicant and approved by the City Council.

287

288 **21.29.300 Previously approved land use agreements.**

289 **Previously approved land use agreements including, but not limited to, contract rezones and**
290 **concomitant zoning agreements shall be terminated concurrent with the approval of a**
291 **development agreement applicable to the same property. Any amendments or other changes to an**
292 **approved contract rezone, concomitant zoning agreement, or other land use agreement, shall be**
293 **adopted as a development agreement.**

294 Section 6. Effective Date: This ordinance or an approved summary thereof consisting of its
295 title shall be published in the City’s official newspaper of record and shall take effect and
296 be in full force five days following its publication.

297
298

299 Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should
300 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
301 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
302 clause or phrase or word of this ordinance.

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305

PASSED BY THE CITY COUNCIL THIS XX day of XXXXXXXX 2020.

306
307
308

APPROVED:

309
310
311

Nicola Smith, Mayor

312
313

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

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316

Sonja Springer, Finance Director

Rosemary Larson, City Attorney

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PASSED BY THE CITY COUNCIL:

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PUBLISHED:

323
324

EFFECTIVE DATE:

325
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ORDINANCE NUMBER:

327
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CITY COUNCIL ITEM E

CITY OF LYNNWOOD Public Works

TITLE: Briefing: Public Works Vegetation Management Program Update

DEPARTMENT CONTACT: Operations and Maintenance Manager Jared Bond, Street and Storm Supervisor Rus Kroshko

SUMMARY:

In response to community member concerns raised in spring of 2019 regarding Public Works' (PW) use of the chemical weed killer glyphosate (commonly called Roundup), Public Works agreed to cease using this on a trial basis and apply an organic clove-oil based herbicide instead. Licensed PW Staff made this application in April 2020 and found this product to be highly ineffective in controlling weeds. Staff will brief the Council on the efficacy of the product, walk through the adopted Integrated Pest Management Plan (IPMP), discuss the protocols we use when making application, and conclude with how we would like to continue this program.

ACTION:

Staff will make a short presentation discussing our findings and management program, answer questions, and discuss our intentions to proceed.

BACKGROUND:

In 2014 the City developed the attached Vegetation Control Integrated Pest Management Plan (IPMP). At that time the City had received some community concern about the use of glyphosate (commonly called Roundup) and developed the IPMP to minimize any adverse effects of the product. In addition, staff researched the scientific studies and could not conclude that the product posed any documented threat to the community or our crews. The IPMP was developed to take cautionary measures in order to minimize as much as possible any risks from its use.

The issues raised to the Council in Spring of 2019 by community members referenced large jury awards to parties claiming adverse effects from handling glyphosate. Staff has reviewed those cases and the updated scientific studies of glyphosate. There still does not appear to be a proven link between glyphosate and adverse effects to humans, however many studies continue to evaluate the effects.

Public Works identified an organic herbicide called Weed Slayer as an alternative to glyphosate. This came recommended by the Skagit Valley Farmers Co-Op. It uses extract clove oil as its main ingredient. Weed Slayer is advertised as non-toxic, and could be applied with our existing equipment. In April 2020, we applied approximately 100 gallons of Weed Slayer (diluted at the manufacturers recommended ratio) in our usual spray routes. We found this product to be highly ineffective in controlling weed growth, and do not recommend its continued use for vegetation control.

DOCUMENT ATTACHMENTS

Description:

[2014 Adopted IPMP](#)

Type:

Backup Material

1 **Vegetation Control Integrated Pest Management Plan**
2 **City of Lynnwood Public Works Department**
3 **Streets and Stormwater Division**
4 **2014**
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22 Prepared By
23 City of Lynnwood – Department of Public Works
24 19100 44th Ave W
25 PO Box 5008
26 Lynnwood, WA 98046-5008
27 (425) 670-5200
28
29

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1 **Background/Introduction**

2 In 2009 the City of Lynnwood formally adopted a Community Vision after a series of public outreach
3 meetings. The first aspect of this vision statement is that Lynnwood “be a welcoming city that builds a
4 healthy, sustainable environment.” It is with this vision statement in mind that the Lynnwood Public
5 Works has written this Vegetation Control Integrated Pest Management Plan.
6

7 In compliance with Lynnwood Municipal Code (LMC 2.44.010) the City of Lynnwood Public Works
8 Department is in charge of servicing and maintaining 32 stormwater ponds, 50 stormwater detention
9 facilities, 38,700 lineal feet of grass swales, 16,800 lineal feet of open streams, 9,000 lineal feet of
10 stormwater ditches, 295 lane miles of streets and 205 miles of sidewalks and paved shoulders in
11 Lynnwood. The Streets and Storm Maintenance Department of Public Works is responsible for operating
12 and maintaining the entire above stated infrastructure, including the management and removal of grass,
13 weeds, and other vegetation which grows on or near these public spaces.
14

15 Management of these areas requires the control of weeds and other vegetation that can adversely
16 impact the appearance, function, and use of public spaces and infrastructure. Controlling unwanted
17 vegetation using Integrated Pest Management (IPM) is an approach that uses frequent monitoring to
18 determine when pest management is needed, and employs physical, mechanical, cultural, and biological
19 tactics to keep pest numbers low enough to prevent intolerable damage or nuisance. Examples of using
20 IPM on weeds are using the pest’s natural enemies, burning, crack sealing, hand pulling or scraping, and
21 the use of herbicides. IPM involves knowing and understanding the life cycles of targeted plants and the
22 presence of natural predators through careful observation and proper cultural practices. It is the goal of
23 this IPMP to establish procedures employing the least toxic method to remove pest weeds and
24 vegetation that minimizes the damage caused to public property.
25

26 The Western Washington Phase II Municipal Stormwater Permit requires the City to implement
27 practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands
28 owned or maintained by the City. This vegetation management plan aims to comply with these
29 requirements by establishing procedures governing vegetation management and application of
30 herbicides when necessary.

31 In 2000 the City of Lynnwood Parks, Recreation and Cultural Arts Department established its own
32 Pesticide and Fertilizer Use Policy to establish how it would manage 350 acres of undeveloped and
33 developed parks, civic grounds, and recreational facilities. The following Integrated Pest Management
34 Plan created for the Lynnwood Public Works Department is similar but not identical to the Parks Plan
35 due to the difference in the nature of responsibilities allotted to the Public Works Department and the
36 needs of city roads as addressed in this plan.

37 **Purpose**

38 In keeping with the vision statement for the City of Lynnwood, “To be a welcoming city that builds a
39 healthy and sustainable environment,” the purpose of this plan is to establish a working document
40 through which Lynnwood Public Works will effectively implement a vegetation management strategy in

1 operating and maintaining ponds, ditches, and other stormwater facilities, as well as streets, sidewalks
2 and right-of-ways in the safest and most effective manner for the public and city employees. It is the
3 goal of the City of Lynnwood to perform vegetation management in a manner consistent with
4 responsible environmental stewardship of our natural resources in accordance with all applicable laws
5 and regulations regarding vegetation control.

6 Management of weeds and unwanted vegetation serves an aesthetic purpose in addition to a health,
7 safety, and maintenance function. Overgrown nuisance grasses and weeds which are frequently found
8 growing in the areas that Public Works is charged with maintaining can cause allergic reactions in
9 sensitive individuals. Uncontrolled vegetation can also block drainage corridors, cause backups and
10 flooding in drainage structures, attract rodents, impede mobility on pedestrian thoroughfares, and can
11 become a visual hindrance for traffic in instances where growth is prevalent. One of the main concerns
12 of vegetation growing in cracks along street curbs and gutters is that they can cause fissures and
13 damage asphalt and concrete.

14
15 The City is required by law to control noxious weeds. Noxious weeds can destroy native plant and animal
16 habitat, damage recreational opportunities, clog waterways, lower land values and impact humans,
17 pets, and wildlife. The City is also required by its Western Washington Phase II Municipal Stormwater
18 Permit to reduce stormwater impacts associated with its maintenance and operations practices.
19 Therefore, it is imperative that the City Public Works Department have a standard plan to outline the
20 means and methods through which weed and vegetation control are implemented.

21 Goals

- 22 1. Lynnwood Public Works will maintain and control vegetation in all of the areas it is charged,
23 including, but not limited to streets, sidewalks, curbs, stormwater ponds, ditches, and wetlands.
24
- 25 2. Lynnwood Public Works will use mechanical and other non-chemical methods as a primary
26 means of control. When application of herbicides is authorized, its use shall be minimized
27 wherever possible, and applied in a manner that provides optimum protection for staff, public,
28 wildlife, and infrastructure. All practices and procedures associated with the procurement,
29 handling, application, and storage of chemicals will reflect environmentally sound principles and
30 comply with Federal, State and County regulations and laws.
31
- 32 3. Public Works employee and public safety will be paramount in all activities related to herbicide
33 use.
34
- 35 4. Appropriate Public Works employees will be trained on the specifics detailed in this plan.

1 **Applicable Laws, Regulations, and Policies**

2 Federal, State, County and City agencies regulate and mandate the use of all pesticides and control of
3 public nuisances through different legislation and policies. The following is a list of the various
4 regulations which regulate the control of vegetation by the City of Lynnwood:

- 5 • Title 33 United States Code, Section 1251 et seq. - The Federal Water Pollution Control Act (the
6 Clean Water Act)
- 7 • Chapter 90.48 of the Revised Code of Washington (RCW) – the State of Washington Water
8 Pollution Control Law
 - 9 ○ Western Washington Phase II Municipal Stormwater Permit
- 10 • Chapter 17 of the Revised Code of Washington (RCW), with emphasis on:
 - 11 ○ RCW 17.10.205 – Control of noxious weeds in open areas
 - 12 ○ RCW 17.15 – Integrated Pest Management
- 13 • Snohomish County’s Noxious Weed Laws
- 14 • City of Lynnwood Municipal Code (LMC):
 - 15 ○ LMC 2.44.010 – Department established and duties described
 - 16 ○ LMC 10.08 – Nuisances
 - 17 ○ LMC 12.12.040 – Sidewalks and walkways – Maintenance
 - 18 ○ LMC 13.45 – Surface Water Quality
- 19 • City of Lynnwood Resolution #2001-17, establishing a Lynnwood Citizens Right to Know About
20 Pesticides” program, and included a pesticide and fertilizer use policy for the Parks, Recreation,
21 and Cultural Arts Department
- 22 • City of Lynnwood Comprehensive Plan Applicable Goals:
 - 23 ○ Subgoal ER-5: Water Resources

24 **Vegetation Management for Ponds, Ditches, Streams, Wetlands, and**
25 **Drainage Facilities**

26 Recommended maintenance frequencies for all surface water facilities are identified in the City’s
27 Surface Water Management Comprehensive Plan. Public Works will endeavor to complete necessary
28 vegetation control at the recommended frequencies.

29 Unless authorized by an exception (as detailed herein), vegetation management within these designated
30 areas will be accomplished through non-chemical means, which shall primarily consist of mechanical or
31 manual removal. Mechanical and manual removal generally includes the use of mowers, string-line
32 trimmers, and tractors.

33 **Vegetation Management for Streets, Curb and Gutter, and Paved**
34 **Shoulders**

35 Vegetation management for streets, curb and gutter and paved shoulders will be achieved through a
36 combination of mechanical, manual, and chemical activities.

1 Public Works shall consider mechanical and manual means as the preferred approach, when feasible.
2 Community Service volunteers may also be used to accomplish this when available.
3 When Public Works lacks adequate manpower to complete the necessary vegetation control by
4 mechanical or manual removal, application of chemical controls shall be allowed.

5 Herbicide Use and Application

6 *Threshold Determination*

7 A threshold determination for the removal of weeds or other vegetation must be completed in
8 order to determine if there is a legitimate need for chemical control. Efforts to control nuisance
9 weeds and vegetation shall not commence until it is determined by the Director or his designee
10 that a problem exists which if not dealt with in a reasonable timeframe will be detrimental or
11 damaging to City infrastructure and/or public health and safety. This determination will be
12 documented for the record in the form of an advance public notice posted as detailed below.

13 *Timing*

14 The timing of weed control is dependent on the growing season of most weeds. Spring and fall
15 are the seasons during which weeds emerge and grow rapidly and are the two primary periods
16 during which weed control is performed. During the summer, individual assessments for “spot
17 treating” problem areas of weed regrowth will be determined by trained personnel. Herbicide
18 application will not be performed during the winter months because there is little to no weed
19 growth during this time.

20 Weather is also a determining factor for when vegetation management is performed. Herbicides
21 are most effective when left on the plant for over 24 hours. Public Works will only spray
22 herbicide when there is a favorably dry weather pattern expected for at least 72 hours following
23 herbicide application. This policy reduces the possibility of herbicide being washed into local
24 waterways as well as the need to re-treat areas where rain has diluted the effectiveness of the
25 applied herbicide.

26 *Application*

27 The City of Lynnwood’s goal is to limit the amount of herbicide that is used to control weeds.

28 Herbicide mixture and application shall be in strict accordance with all applicable regulations,
29 and according to the manufacturer’s recommendation. The Environmental Protection Agency
30 (EPA) and the Washington State Department of Agriculture (WSDA) must register all pesticides
31 used by Lynnwood Public Works for the specified use. The safety of applicators, the public, non-
32 target organisms and the environment will be given primary consideration in the selection and
33 use of any herbicide.

34 Application of herbicides will be accomplished by individual handheld spraying methods, or by a
35 vehicle mounted applicator.

1 The individual handheld spraying method generally consists of storing herbicides in pressurized
2 application tanks and approved personnel spraying the area to be treated.

3 The vehicle mounted applicator feeds the chemical from a tank into nozzles that are affixed to a
4 boom arm near the rear of the vehicle. A sensor on each nozzle detects the presence of
5 vegetation as it passes underneath each sensor. If vegetation is detected, then a nozzle is
6 activated to administer liquid herbicide. This pattern of sensing and application continues as the
7 vehicle moves along the edge of the road and curbs. If no vegetation is detected then the nozzle
8 will not spray. The vehicle’s operator constantly monitors this process for proper application
9 using a heads-up display camera focused on the nozzle spray pattern.

10 *Areas Designated for Application*

11 The primary areas Public Works may apply herbicide include cracks in curb and gutter, extruded
12 curb, expansion joints in the curb and between the curb and the sidewalk, and traffic islands. It
13 is the adjacent property owners’ responsibility to clean and maintain the sidewalk, including
14 keeping it free and clear of debris, weeds and other vegetation (see LMC 12.12.040). As such,
15 Public Works will not commonly control vegetation within sidewalk areas.

16 Public Works will not apply herbicides in the following locations:

- 17 • Areas where there is a planting strip between the curb and the sidewalk
- 18 • Directly over or within approximately 10 feet from a storm inlet
- 19 • Areas which are approximately 20 feet adjacent to streams, wetlands, or other sensitive
20 areas
- 21 • Places where physical obstructions such as cars parked on the street do not allow access for
22 the vehicle mounted applicator to reach the curb
- 23 • Any areas not recommended by the chemical manufacturer (i.e. specific chemicals are
24 sometimes not recommended for use in aquatic areas, etc.)
- 25 • Areas in front of properties on the “Opt-Out” list (see section below)

26 *Licensed Applicators*

27 Use of herbicides in the City of Lynnwood will be carried out by personnel who have been
28 routinely trained, tested, and certified by the Washington State Department of Agriculture, and
29 the City of Lynnwood to apply these chemicals in accordance with state law.

30 *Procurement, Handling, and Transport*

31 City of Lynnwood employees will obtain herbicides, surfactants, adjuvants, and dyes for weed
32 control that have been approved for use and in amounts necessary to meet defined pest control
33 objectives. Material Safety Data Sheets for each product used will be available in compliance
34 with the Washington State “Right to Know” Act.

35 Storage of chemicals shall occur at the City’s Operations and Maintenance Shop yard in a
36 permanently covered area in accordance with applicable laws. Mixing chemicals shall occur in a

1 protected area, with a spill response kit readily available in accordance with applicable laws, and
2 with the City’s Stormwater Pollution Prevention Plan.

3 Handling of herbicides and herbicide mixtures will occur in a safe and controlled fashion,
4 including appropriate training and education of employees who will be handling these materials.
5 Mixing of herbicide solutions will be done in a controlled environment by a licensed herbicide
6 applicator. Personnel will utilize direct delivery, container size limitations, reduced volumes, and
7 other appropriate measures to minimize excessive handling and storage of the product. Specific
8 Material Safety Data Sheet and product label recommendations and instructions will be
9 followed in the handling of any herbicide used by the City of Lynnwood.

10 *Storage and Disposal*

11 Chemicals will be stored in a secure manner which minimizes the risk of the product escaping
12 the package or storage areas, prevents the endangerment of human health, and reduces the risk
13 of contact with other products or the contamination of the environment. Safety will be the
14 primary factor in deciding storage areas and methods for herbicides. Storage shall be in
15 compliance with all directions listed on the manufacturer’s labeling, and in compliance with all
16 pertinent laws, rules, regulations and local ordinances. Storage buildings and areas shall have
17 equipment to effectively and safely handle any emergencies that might be reasonably expected
18 to occur. Incompatible hazardous substances and herbicides will not be stored in the same area.

19 Disposal of herbicides and their containers will be completed in accordance with label
20 instructions and applicable state and federal laws and regulations. All personnel involved in
21 applying and mixing herbicides will be trained in proper disposal practices.

22 *Spill Response*

23 All required and appropriate spill response supplies and equipment shall be maintained and
24 available to handle any chemical spills incurred by Public Works employees. All vehicles engaged
25 in herbicide application shall have an appropriate spill response kit, and all City operators shall
26 be trained in their use. All hazardous material spills/releases on Public Works properties shall be
27 reported immediately to the appropriate agency and the material spilled shall be disposed of
28 according to the appropriate agency’s directive.

29 *Public Notice Prior to Herbicide Application*

30 Roadside areas requiring herbicide and chemical use are generally long, lineal stretches of
31 roadside that cover many miles of the city. It is therefore not feasible to post every individual
32 location with signs prior to application. Public Works shall provide a city-wide, multi-tiered
33 method of public notice as follows:

34 Beginning at least one week prior to first application and in accordance with the Revised Code of
35 Washington (RCW) section 17.21, the City of Lynnwood Public Works Department will notify the
36 public of its intentions on the City’s website. The notice shall remain on the website the entire

1 time spraying is scheduled and for at least one week thereafter. The City’s website is
2 <http://www.ci.lynnwood.wa.us>

3 Beginning at least one week prior to first application, signs notifying the public of this activity
4 will be placed in the lobby of the following City buildings: Fire Station 15; the Recreation Center;
5 the Senior Center; City Hall; the Public Library; and the Permit Center. These notices shall remain
6 in place during the entire time spraying is scheduled and for at least one week thereafter.

7 An informational article explaining the anticipated activity shall be placed in the Spring edition
8 of Inside Lynnwood, assuming that publication continues to be circulated.

9 Any spraying activity shall be identified as such. When a crew of individuals will be hand-
10 spraying, a sign shall be posted in the immediate vicinity informing the public of the activity
11 underway. When the applicator vehicle is active, the vehicle shall be identified as such with a
12 sign.

13 *Opt-Out*

14 All residents and owners within the City have the right to request that herbicide application not
15 occur in front of their property. Public Works will abide by all such requests.

16 All public notices shall include an e-mail or telephone contact at the City, for individuals to
17 contact should they wish to be put on this “Opt-Out” list. Public Works will then track these
18 properties to ensure that application does not occur.

19 *Record Keeping*

20 Public Works shall retain the following records for a period of 7 years:

- 21 • All application records and information required by the Washington Department of
22 Agriculture
- 23 • Dates and locations of areas sprayed
- 24 • Type(s) of chemicals used
- 25 • The material safety data sheet for each herbicide used

26 Exceptions

27 The Public Works Director may request that the Mayor approve exceptions to this policy. Such requests
28 will be judged on the following factors:

- 29 1. A need to protect citizens and businesses from a documented public health or safety hazard
- 30 2. A requirement to comply with city, state or federal law
- 31 3. Previous actions taken consistent with this policy have proven ineffective, and further action is
32 necessary to protect public infrastructure and facilities
- 33 4. An action is needed to improve the implementation of this policy

1 Any exceptions granted shall be immediately posted on the City's website, and kept up for the duration
2 of the effective period, and for at least one week thereafter. If an exception is granted regarding
3 application of herbicide use, amount used shall be at the minimum effective level.

4

1 **Definitions**

2

3 "Active ingredient" means any ingredient which will prevent, destroy, repel, control, or mitigate pests,
4 or which will act as a plant regulator, defoliant, desiccant, or spray adjuvant.

5 "Device" means any instrument or contrivance intended to trap, destroy, control, repel, or mitigate
6 pests, or to destroy, control, repel or mitigate fungi, nematodes, or such other pests, as may be
7 designated by the director, but not including equipment used for the application of pesticides when sold
8 separately from the pesticides.

9 "EPA" means the United States Environmental Protection Agency.

10 "Herbicide" means any substance or mixture of substances intended to prevent, destroy, repel, or
11 mitigate any weed.

12 "Inert ingredient" means an ingredient which is not an active ingredient.

13 "Person" means any individual, partnership, association, corporation, or organized group of persons
14 whether or not incorporated.

15 "Pesticide" means, but is not limited to:

16 (a) Any substance or mixture of substances intended to prevent, destroy, control, repel, or mitigate
17 any insect, rodent, snail, slug, fungus, weed, and any other form of plant or animal life or virus, except
18 virus on or in a living person or other animal which is normally considered to be a pest or which the
19 director may declare to be a pest;

20 (b) Any substance or mixture of substances intended to be used as a plant regulator, defoliant or
21 desiccant; and

22 (c) Any spray adjuvant.

23 "Spray adjuvant" means any product intended to be used with a pesticide as an aid to the application or
24 to the effect of the pesticide, and which is in a package or container separate from the pesticide. Spray
25 adjuvant includes, but is not limited to, acidifiers, compatibility agents, crop oil concentrates, defoaming
26 agents, drift control agents, modified vegetable oil concentrates, nonionic surfactants, organosilicone
27 surfactants, stickers, and water conditioning agents. Spray adjuvant does not include products that are
28 only intended to mark the location where a pesticide is applied.

29 "Weed" means any plant which grows where not wanted.

CITY COUNCIL ITEM F

**CITY OF LYNNWOOD
City Council**

TITLE: Break

DEPARTMENT CONTACT: Christine Frizzell, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM G

CITY OF LYNNWOOD Police Department

TITLE: Community Justice Center Update and Budget Amendment

DEPARTMENT CONTACT: Chief Jim Nelson

SUMMARY:

This presentation is to review the results of the schematic design process as conducted by the Community Justice Center design firm Mackenzie. The schematic design process builds upon the previous pre-design work that has been presented to Council.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Review the schematic design, project schedule and the proposed budget amendment to proceed to the next phase of design.

ACTION:

Review and discuss.

BACKGROUND:

The Lynnwood Community Justice Center project has been under way since March of 2018. The project started with an examination of the significant space needs of the Lynnwood Police Department, Jail and Lynnwood Municipal Court. Prior space needs studies in 1999, 2004 and 2009 each concluded that the facility was significantly undersized and lacked functionality.

One particular area that is impacted by these space deficiencies is the function and linkage between court, jail and police department when it comes to the provision of services for justice-involved members of our community, many of whom have the most need and vulnerability in areas such as access to medical care, mental health services and behavioral health treatment options. The lack of these services often co-occur and have linkage to continued interaction with our community justice system.

These discussions and opportunities for improvement have been interwoven in the BFO process, strategic planning and police presentations to Council. This presentation provides further information in this process.

Over the past year City Council has received presentations, progress updates and approved the selection of a design firm and awarding of the design contract. MacKenzie architects completed their programming examination and have test fit our site with design options. Included in that process was a costing analysis for this project. That presentation was made to Council in February 2020.

This presentation is to review the results of the schematic design phase of the project and to provide a notice to proceed in the design process.

PREVIOUS COUNCIL ACTIONS:

- **October 29, 2018** PD Budget presentation, which included request for 1.3 million dollars out of Fund 105 for design of the Community Justice Center.
- **November 5, 2018** PD Concept Presentation of the Community Justice Center as part of Capital Facility update.
- **February 20, 2019** PD Full Presentation of the Community Justice Center project.

- **March 11, 2019** - Council Unanimous Letter of Support for Community Justice Center Project and partnership with the Community Health Center of Snohomish County.
- **September 9, 2019** - Council awards contract for Community Justice Center Design to MacKenzie Architects.
- **January 23, 2020** - Presentation of Community Justice Center Design process to Council Finance Committee.
- **February 3, 2020** – Council Discussion of Funding for Community Justice Center. Council direction to proceed with project with funding via Councilmanic bonds and debt repayment via contract housing reallocation, revenue from jail contracts and portion of Fund 105.

FUNDING:

This presentation includes a proposed 2020 budget amendment to authorize expenditures in the amount of \$1,392,000 for Phase 2 design. This funding would be out of existing monies in Fund 105, which would be transferred to Fund 390 as illustrated in the attached proposed budget amendment.

KEY FEATURES AND VISION ALIGNMENT:

This concept furthers work in the holistic provision of community justice. The opportunities presented would serve as a regional model in partnerships between the justice system and community health partners.

There is direct linkage to Lynnwood as a Welcoming City, with special emphasis on those who struggle with addiction, mental health, behavioral health and/or who face barriers to obtaining health care and other social services. These members of our community are significantly represented in the justice system. The potential partnerships and service delivery provide opportunity to enhance the City's ability to improve its healthy environment in a sustainable manner.

This project also improves the efficiency of the police, jail and court functions by providing proper adjacency of functions and allowing for the development of programs and community partnerships.

ADMINISTRATION RECOMMENDATION:

Review and discuss. Move the budget amendment forward to the next business meeting for approval and authorize proceeding with the design process and contract.

DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|-----------------|
| Schematic Design - Community Justice Center | Backup Material |
| Proposed Budget Amendment | Backup Material |

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CITY OF LYNNWOOD

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF LYNNWOOD, WASHINGTON,
ADOPTING AMENDMENTS TO THE 2019-2020 BIENNIAL BUDGET;
PROVIDING FOR TRANSMITTAL OF THE AMENDED BUDGET TO
THE STATE; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE
DATE AND SUMMARY PUBLICATION.**

WHEREAS, on November 26, 2018, by Ordinance No. 3315, the City Council adopted a biennial budget for the years 2019-2020; and

WHEREAS, during the 24-month term of a biennial budget, it is customary for the City Council to consider adjustments to an adopted budget in order to advance the interests of the City; and

WHEREAS, on August 12, 2019, by Ordinance No. 3341, the City Council amended the adopted budget for the years 2019-2020; and

WHEREAS, on November 25, 2019, by Ordinance No. 3349, the City Council modified the adopted budget for the years 2019-2020; and

WHEREAS, on June 22, 2020, by Ordinance 3362, the City Council amended the adopted budget for the years 2019-2020; and

WHEREAS, during 2019-2020, the City Council has authorized funds and professional service agreements for initial design and feasibility analysis (Phase 1) for the expansion and renovation of the Community Justice Center (Criminal Justice Center); and

WHEREAS, on September 8, 2020, the City Council received information regarding the conceptual design and feasibility analysis (Phase 1) for an expanded/renovated Community Justice Center (CJC), and subsequently provided direction to proceed with Phase 2 design and feasibility analysis; and

WHEREAS, amendment of the 2019-2020 Budget is necessary to authorize expenditures in the amount of \$1,392,000 for Phase 2 of the design and feasibility analysis; and

WHEREAS, the City Council intends that an additional \$1,392,000 be transferred from the Criminal Justice Fund 105 to the Public Safety Capital Fund 390 to provide the monies needed for Phase 2 design and feasibility analysis for expansion/renovation of the Community Justice Center; and

1 WHEREAS, on September 8, 2020, and September 14, 2020, the City Council reviewed the
2 budget adjustments provided herein and confirm that said adjustments are reasonable,
3 consistent with applicable laws and financial policies, and further the public's health, safety and
4 welfare, now therefore:

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

6 Section 1. Amendment of the 2019-2020 Biennial Budget. Revenues and expenditures of the
7 City of Lynnwood for the fiscal years ending December 31, 2019 and 2020, are hereby modified
8 and amended as shown in **Exhibit A** (specifically Exhibit A.5) attached hereto and incorporated
9 herein.

10 Section 2. Transmittal. A complete copy of this ordinance shall be transmitted to the Washington
11 State Auditor's Office and to the Association of Washington Cities.

12 Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be
13 held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
14 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
15 clause or phrase of this ordinance.

16
17 Section 4. Effective Date and Summary Publication. This ordinance or a summary thereof
18 consisting of the title shall be published in the official newspaper of the City, and shall take effect
19 and be in full force five (5) days after publication.

20
21 PASSED BY THE CITY COUNCIL, the 14th day of September 2020 and approved by the
22 Mayor this ____ day of June 2020.

23
24 APPROVED:

25
26
27 _____
28 Nicola Smith
29 Mayor

30 ATTEST/AUTHENTICATED:

31
32
33 _____
34 Karen Fitzthum
35 Acting City Clerk

36
37 APPROVED AS TO FORM:

- 1 Rosemary Larson
- 2 City Attorney

Exhibit A.1

ADOPTED 2019-2020 BUDGET SUMMARY BY FUND, ORDINANCE 3315

| FUND | BEGINNING FUND BALANCE | REVENUES & OTHER SOURCES | TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES | EXPENDITURES & OTHER USES | ENDING FUND BALANCE | TOTAL EXPENDITURES & ENDING FUND BALANCE |
|---------------------------------------|------------------------|--------------------------|---|---------------------------|----------------------|--|
| GENERAL GOVERNMENT | | | | | | |
| 011 General Fund | \$ 7,106,249 | \$ 111,755,736 | \$ 118,861,985 | \$ 113,879,450 | \$ 4,982,535 | \$ 118,861,985 |
| 020 Econ Dev Infrastructure | 8,103,577 | 3,735,721 | 11,839,298 | 7,000,000 | 4,839,298 | 11,839,298 |
| 098 Revenue Stabilization | 6,000,000 | - | 6,000,000 | - | 6,000,000 | 6,000,000 |
| 099 Program Development | 627 | - | 627 | - | 627 | 627 |
| 101 Lodging Tax | 1,173,439 | 3,312,808 | 4,486,247 | 3,264,539 | 1,221,708 | 4,486,247 |
| 104 Drug Enforcement | 144,144 | 272,000 | 416,144 | 260,000 | 156,144 | 416,144 |
| 105 Criminal Justice Fund | 3,431,421 | 1,691,000 | 5,122,421 | 2,414,000 | 2,708,421 | 5,122,421 |
| 110 Transportation Impact Fee | 895,617 | 1,043,500 | 1,939,117 | 1,926,454 | 12,663 | 1,939,117 |
| 111 Street Operating | 371,560 | 4,765,750 | 5,137,310 | 4,798,496 | 338,814 | 5,137,310 |
| 114 Cumulative Pk Res & Dev | 63,166 | 27,000 | 90,166 | 26,000 | 64,166 | 90,166 |
| 116 Cumulative Art Reserve | 48,254 | 51,000 | 99,254 | 50,000 | 49,254 | 99,254 |
| 121 Tree Reserve | 289,225 | 30,000 | 319,225 | 55,000 | 264,225 | 319,225 |
| 128 Paths & Trails Improv | 8,852 | 229,708 | 238,560 | 229,708 | 8,852 | 238,560 |
| 144 Solid Waste Management | 50,251 | 88,250 | 138,501 | 108,147 | 30,354 | 138,501 |
| 180 Park Impact Fee Fund | - | 2,003,000 | 2,003,000 | 2,000,000 | 3,000 | 2,003,000 |
| 203 General Govt Debt Service | - | 1,000,000 | 1,000,000 | 1,000,000 | - | 1,000,000 |
| 215 800 Mzh Debt Service | 11,776 | 138,200 | 149,976 | 149,976 | - | 149,976 |
| 223 Rec Center 2012 LTGO | 110,701 | 3,313,276 | 3,423,977 | 3,313,276 | 110,701 | 3,423,977 |
| 263 LID 93-1 I-5 196TH | 409,650 | 406,960 | 816,610 | 751,000 | 65,610 | 816,610 |
| 510 Equipment Rental Reserve | 4,389,909 | 3,414,416 | 7,804,325 | 3,238,100 | 4,566,225 | 7,804,325 |
| 511 Equipment Rental Oper | 8,238 | 3,373,700 | 3,381,938 | 3,375,573 | 6,365 | 3,381,938 |
| 513 Lynnwood Shop Operations | 116,933 | 235,000 | 351,933 | 235,000 | 116,933 | 351,933 |
| 515 Self Insurance Fund | 166,270 | 1,758,000 | 1,924,270 | 1,856,000 | 68,270 | 1,924,270 |
| 520 Technology Reserve Fund | - | 241,750 | 241,750 | 80,000 | 161,750 | 241,750 |
| Total General Govt. Funds | \$ 32,899,859 | \$ 142,886,775 | \$ 175,786,634 | \$ 150,010,719 | \$ 25,775,915 | \$ 175,786,634 |
| ENTERPRISE FUNDS | | | | | | |
| 411 Utility Operations | 16,625,673 | 56,851,525 | 73,477,198 | 52,195,043 | 21,282,155 | 73,477,198 |
| 412 Sewer/Water/Storm Capital | 19,640,999 | 15,079,453 | 34,720,452 | 34,720,452 | - | 34,720,452 |
| 419 2010 Utility System Bonds | 885,337 | 1,140,350 | 2,025,687 | 1,140,350 | 885,337 | 2,025,687 |
| 460 Golf Course | 250,298 | 3,035,090 | 3,285,388 | 2,934,371 | 351,017 | 3,285,388 |
| Total Enterprise Funds | \$ 37,402,307 | \$ 76,106,418 | \$ 113,508,725 | \$ 90,990,216 | \$ 22,518,509 | \$ 113,508,725 |
| CAPITAL FUNDS | | | | | | |
| 330 REET 2 | 2,155,166 | 2,240,000 | 4,395,166 | 4,318,000 | 77,166 | 4,395,166 |
| 331 REET 1 | 1,162,176 | 2,240,000 | 3,402,176 | 3,149,153 | 253,023 | 3,402,176 |
| 333 Capital Development | 961,372 | 2,200,000 | 3,161,372 | 3,139,000 | 22,372 | 3,161,372 |
| 357 Other Gov Capital Improv | 100,000 | 11,100,000 | 11,200,000 | 11,200,000 | - | 11,200,000 |
| 360 Transportation Capital Infr. | 6,844,075 | 53,134,830 | 59,978,905 | 56,764,830 | 3,214,075 | 59,978,905 |
| 370 Facilities Capital Infr. | 150,847 | 3,624,153 | 3,775,000 | 3,775,000 | - | 3,775,000 |
| 380 Parks & Recreation Capital | 21,878 | 10,026,900 | 10,048,778 | 10,026,900 | 21,878 | 10,048,778 |
| 390 Public Safety Capital | - | 1,300,000 | 1,300,000 | 1,300,000 | - | 1,300,000 |
| Total Capital Funds | 11,395,514 | 85,865,883 | 97,261,397 | 93,672,883 | 3,588,514 | 97,261,397 |
| TOTAL 2019-2020 ADOPTED BUDGET | \$ 81,697,680 | \$ 304,859,076 | \$ 386,556,756 | \$ 334,673,818 | \$ 51,882,938 | \$ 386,556,756 |

Exhibit A.2

2019-2020 AMENDED BUDGET SUMMARY BY FUND, ORDINANCE 3341

| FUND | BEGINNING FUND BALANCE | REVENUES & OTHER SOURCES | TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES | EXPENDITURES & OTHER USES | ENDING FUND BALANCE | TOTAL EXPENDITURES & ENDING FUND BALANCE |
|---------------------------------------|------------------------|--------------------------|---|---------------------------|----------------------|--|
| GENERAL GOVERNMENT | | | | | | |
| 011 General Fund | \$ 5,962,407 | \$ 113,131,404 | \$ 119,093,811 | \$ 114,796,328 | \$ 4,297,483 | \$ 119,093,811 |
| 020 Econ Dev Infrastructure | 9,444,064 | 3,735,721 | 13,179,785 | 7,000,000 | 6,179,785 | 13,179,785 |
| 098 Revenue Stabilization | 6,000,000 | - | 6,000,000 | - | 6,000,000 | 6,000,000 |
| 099 Program Development | 15,627 | - | 15,627 | - | 15,627 | 15,627 |
| 101 Lodging Tax | 1,151,905 | 3,312,808 | 4,464,713 | 3,264,539 | 1,200,174 | 4,464,713 |
| 104 Drug Enforcement | 205,661 | 272,000 | 477,661 | 260,000 | 217,661 | 477,661 |
| 105 Criminal Justice Fund | 3,778,427 | 1,691,000 | 5,469,427 | 2,595,939 | 2,873,488 | 5,469,427 |
| 110 Transportation Impact Fee | 1,510,878 | 1,043,500 | 2,554,378 | 1,926,454 | 627,924 | 2,554,378 |
| 111 Street Operating | 122,208 | 4,765,750 | 4,887,958 | 4,798,496 | 89,462 | 4,887,958 |
| 114 Cumulative Pk Res & Dev | 74,718 | 27,000 | 101,718 | 26,000 | 75,718 | 101,718 |
| 116 Cumulative Art Reserve | 48,402 | 51,000 | 99,402 | 50,000 | 49,402 | 99,402 |
| 121 Tree Reserve | 217,465 | 30,000 | 247,465 | 55,000 | 192,465 | 247,465 |
| 128 Paths & Trails Improv | 71,401 | 229,708 | 301,109 | 293,526 | 7,583 | 301,109 |
| 144 Solid Waste Management | 67,454 | 88,250 | 155,704 | 108,147 | 47,557 | 155,704 |
| 180 Park Impact Fee Fund | 51,622 | 2,003,000 | 2,054,622 | 2,000,000 | 54,622 | 2,054,622 |
| 203 General Govt Debt Service | - | 1,000,000 | 1,000,000 | 1,000,000 | - | 1,000,000 |
| 215 800 Mzh Debt Service | 11,776 | 138,200 | 149,976 | 149,976 | - | 149,976 |
| 223 Rec Center 2012 LTGO | 110,701 | 3,313,276 | 3,423,977 | 3,313,276 | 110,701 | 3,423,977 |
| 263 LID 93-1 I-5 196TH | 871,885 | 406,960 | 1,278,845 | 751,000 | 527,845 | 1,278,845 |
| 510 Equipment Rental Reserve | 4,285,782 | 3,414,416 | 7,700,198 | 3,301,252 | 4,398,946 | 7,700,198 |
| 511 Equipment Rental Oper | 184,589 | 3,373,700 | 3,558,289 | 3,375,573 | 182,716 | 3,558,289 |
| 513 Lynnwood Shop Operations | 157,783 | 235,000 | 392,783 | 235,000 | 157,783 | 392,783 |
| 515 Self Insurance Fund | 170,182 | 1,758,000 | 1,928,182 | 1,856,000 | 72,182 | 1,928,182 |
| 520 Technology Reserve Fund | - | 241,750 | 241,750 | 80,000 | 161,750 | 241,750 |
| Total General Govt. Funds | \$ 34,514,937 | \$ 144,262,443 | \$ 178,777,380 | \$ 151,236,506 | \$ 27,540,874 | \$ 178,777,380 |
| ENTERPRISE FUNDS | | | | | | |
| 411 Utility Operations | 11,348,818 | 56,851,525 | 68,200,343 | 52,536,027 | 15,664,316 | 68,200,343 |
| 412 Sewer/Water/Storm Capital | 24,871,602 | 15,079,453 | 39,951,055 | 36,921,210 | 3,029,845 | 39,951,055 |
| 419 2010 Utility System Bonds | 276,566 | 1,140,350 | 1,416,916 | 1,140,350 | 276,566 | 1,416,916 |
| 460 Golf Course | 216,546 | 3,035,090 | 3,251,636 | 2,934,371 | 317,265 | 3,251,636 |
| Total Enterprise Funds | \$ 36,713,532 | \$ 76,106,418 | \$ 112,819,950 | \$ 93,531,958 | \$ 19,287,992 | \$ 112,819,950 |
| CAPITAL FUNDS | | | | | | |
| 330 REET 2 | 2,741,162 | 2,240,000 | 4,981,162 | 4,318,000 | 663,162 | 4,981,162 |
| 331 REET 1 | 1,801,825 | 2,240,000 | 4,041,825 | 3,149,153 | 892,672 | 4,041,825 |
| 333 Capital Development | 961,917 | 2,200,000 | 3,161,917 | 3,139,000 | 22,917 | 3,161,917 |
| 357 Other Gov Capital Improv | 127,134 | 11,100,000 | 11,227,134 | 11,200,000 | 27,134 | 11,227,134 |
| 360 Transportation Capital Infr. | 15,708,445 | 53,134,830 | 68,843,275 | 65,749,841 | 3,093,434 | 68,843,275 |
| 370 Facilities Capital Infr. | 497,422 | 3,624,153 | 4,121,575 | 3,896,657 | 224,918 | 4,121,575 |
| 380 Parks & Recreation Capital | 490,519 | 10,026,900 | 10,517,419 | 10,059,215 | 458,204 | 10,517,419 |
| 390 Public Safety Capital | - | 1,300,000 | 1,300,000 | 1,300,000 | - | 1,300,000 |
| Total Capital Funds | 22,328,424 | 85,865,883 | 108,194,307 | 102,811,866 | 5,382,441 | 108,194,307 |
| TOTAL 2019-2020 AMENDED BUDGET | \$ 93,556,893 | \$ 306,234,744 | \$ 399,791,637 | \$ 347,580,330 | \$ 52,211,307 | \$ 399,791,637 |

Exhibit A.3

2019-2020 MODIFIED BUDGET SUMMARY BY FUND, ORDINANCE # 3349

| FUND | BEGINNING FUND BALANCE | REVENUES & OTHER SOURCES | TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES | EXPENDITURES & OTHER USES | ENDING FUND BALANCE | TOTAL EXPENDITURES & ENDING FUND BALANCE |
|---------------------------------------|------------------------|--------------------------|---|---------------------------|----------------------|--|
| GENERAL GOVERNMENT | | | | | | |
| 011 General Fund | \$ 5,962,407 | \$ 113,031,904 | \$ 118,994,311 | \$ 114,718,728 | \$ 4,275,583 | \$ 118,994,311 |
| 020 Econ Dev Infrastructure | 9,444,064 | 3,735,721 | 13,179,785 | 7,000,000 | 6,179,785 | 13,179,785 |
| 098 Revenue Stabilization | 6,000,000 | - | 6,000,000 | - | 6,000,000 | 6,000,000 |
| 099 Program Development | 15,627 | - | 15,627 | - | 15,627 | 15,627 |
| 101 Lodging Tax | 1,151,905 | 3,312,808 | 4,464,713 | 3,264,539 | 1,200,174 | 4,464,713 |
| 104 Drug Enforcement | 205,661 | 272,000 | 477,661 | 260,000 | 217,661 | 477,661 |
| 105 Criminal Justice Fund | 3,778,427 | 1,691,000 | 5,469,427 | 2,595,939 | 2,873,488 | 5,469,427 |
| 110 Transportation Impact Fee | 1,510,878 | 1,043,500 | 2,554,378 | 1,926,454 | 627,924 | 2,554,378 |
| 111 Street Operating | 122,208 | 4,765,750 | 4,887,958 | 4,798,496 | 89,462 | 4,887,958 |
| 114 Cumulative Pk Res & Dev | 74,718 | 27,000 | 101,718 | 26,000 | 75,718 | 101,718 |
| 116 Cumulative Art Reserve | 48,402 | 51,000 | 99,402 | 50,000 | 49,402 | 99,402 |
| 121 Tree Reserve | 217,465 | 30,000 | 247,465 | 55,000 | 192,465 | 247,465 |
| 128 Paths & Trails Improv | 71,401 | 229,708 | 301,109 | 293,526 | 7,583 | 301,109 |
| 144 Solid Waste Management | 67,454 | 88,250 | 155,704 | 108,147 | 47,557 | 155,704 |
| 180 Park Impact Fee Fund | 51,622 | 2,003,000 | 2,054,622 | 2,000,000 | 54,622 | 2,054,622 |
| 203 General Govt Debt Service | - | 1,000,000 | 1,000,000 | 1,000,000 | - | 1,000,000 |
| 215 800 Mzh Debt Service | 11,776 | 138,200 | 149,976 | 149,976 | - | 149,976 |
| 223 Rec Center 2012 LTGO | 110,701 | 3,313,276 | 3,423,977 | 3,313,276 | 110,701 | 3,423,977 |
| 224 LID Guaranty Fund | 325,455 | - | 325,455 | 150,000 | 175,455 | 325,455 |
| 263 LID 93-1 I-5 196TH | 871,885 | 406,960 | 1,278,845 | 751,000 | 527,845 | 1,278,845 |
| 510 Equipment Rental Reserve | 4,285,782 | 3,414,416 | 7,700,198 | 3,301,252 | 4,398,946 | 7,700,198 |
| 511 Equipment Rental Oper | 184,589 | 3,373,700 | 3,558,289 | 3,375,573 | 182,716 | 3,558,289 |
| 513 Lynnwood Shop Operations | 157,783 | 235,000 | 392,783 | 235,000 | 157,783 | 392,783 |
| 515 Self Insurance Fund | 170,182 | 1,758,000 | 1,928,182 | 1,856,000 | 72,182 | 1,928,182 |
| 520 Technology Reserve Fund | - | 391,750 | 391,750 | 230,000 | 161,750 | 391,750 |
| Total General Govt. Funds | \$ 34,840,392 | \$ 144,312,943 | \$ 179,153,335 | \$ 151,458,906 | \$ 27,694,429 | \$ 179,153,335 |
| ENTERPRISE FUNDS | | | | | | |
| 411 Utility Operations | 11,348,818 | 48,979,975 | 60,328,793 | 52,678,361 | 7,650,432 | 60,328,793 |
| 412 Sewer/Water/Storm Capital | 24,871,602 | 15,079,453 | 39,951,055 | 37,482,210 | 2,468,845 | 39,951,055 |
| 419 2010 Utility System Bonds | 276,566 | 1,140,350 | 1,416,916 | 1,140,350 | 276,566 | 1,416,916 |
| 460 Golf Course | 216,546 | 3,035,090 | 3,251,636 | 2,934,371 | 317,265 | 3,251,636 |
| Total Enterprise Funds | \$ 36,713,532 | \$ 68,234,868 | \$ 104,948,400 | \$ 94,235,292 | \$ 10,713,108 | \$ 104,948,400 |
| CAPITAL FUNDS | | | | | | |
| 330 REET 2 | 2,741,162 | 2,240,000 | 4,981,162 | 4,318,000 | 663,162 | 4,981,162 |
| 331 REET 1 | 1,801,825 | 2,240,000 | 4,041,825 | 3,149,153 | 892,672 | 4,041,825 |
| 333 Capital Development | 961,917 | 2,200,000 | 3,161,917 | 3,139,000 | 22,917 | 3,161,917 |
| 357 Other Gov Capital Improv | 127,134 | 10,070,000 | 10,197,134 | 10,170,000 | 27,134 | 10,197,134 |
| 360 Transportation Capital Infr. | 15,708,445 | 52,753,795 | 68,462,240 | 66,779,841 | 1,682,399 | 68,462,240 |
| 370 Facilities Capital Infr. | 497,422 | 3,490,934 | 3,988,356 | 3,896,657 | 91,699 | 3,988,356 |
| 380 Parks & Recreation Capital | 490,519 | 10,160,119 | 10,650,638 | 10,059,215 | 591,423 | 10,650,638 |
| 390 Public Safety Capital | - | 1,300,000 | 1,300,000 | 1,300,000 | - | 1,300,000 |
| Total Capital Funds | 22,328,424 | 84,454,848 | 106,783,272 | 102,811,866 | 3,971,406 | 106,783,272 |
| TOTAL 2019-2020 AMENDED BUDGET | \$ 93,882,348 | \$ 297,002,659 | \$ 390,885,007 | \$ 348,506,064 | \$ 42,378,943 | \$ 390,885,007 |

Exhibit A.4

2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # 3362

| FUND | BEGINNING FUND BALANCE | REVENUES & OTHER SOURCES | TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES | EXPENDITURES & OTHER USES | ENDING FUND BALANCE | TOTAL EXPENDITURES & ENDING FUND BALANCE |
|---------------------------------------|------------------------|--------------------------|---|---------------------------|----------------------|--|
| GENERAL GOVERNMENT | | | | | | |
| 011 General Fund | \$ 5,962,407 | \$ 113,999,904 | \$ 119,962,311 | \$ 115,686,728 | \$ 4,275,583 | \$ 119,962,311 |
| 020 Econ Dev Infrastructure | 9,444,064 | 3,735,721 | 13,179,785 | 7,000,000 | 6,179,785 | 13,179,785 |
| 098 Revenue Stabilization | 6,000,000 | - | 6,000,000 | - | 6,000,000 | 6,000,000 |
| 099 Program Development | 15,627 | - | 15,627 | - | 15,627 | 15,627 |
| 101 Lodging Tax | 1,151,905 | 3,312,808 | 4,464,713 | 3,264,539 | 1,200,174 | 4,464,713 |
| 104 Drug Enforcement | 205,661 | 272,000 | 477,661 | 260,000 | 217,661 | 477,661 |
| 105 Criminal Justice Fund | 3,778,427 | 1,728,845 | 5,507,272 | 2,633,784 | 2,873,488 | 5,507,272 |
| 110 Transportation Impact Fee | 1,510,878 | 1,043,500 | 2,554,378 | 1,926,454 | 627,924 | 2,554,378 |
| 111 Street Operating | 122,208 | 4,765,750 | 4,887,958 | 4,798,496 | 89,462 | 4,887,958 |
| 114 Cumulative Pk Res & Dev | 74,718 | 27,000 | 101,718 | 26,000 | 75,718 | 101,718 |
| 116 Cumulative Art Reserve | 48,402 | 51,000 | 99,402 | 50,000 | 49,402 | 99,402 |
| 121 Tree Reserve | 217,465 | 30,000 | 247,465 | 55,000 | 192,465 | 247,465 |
| 128 Paths & Trails Improv | 71,401 | 229,708 | 301,109 | 293,526 | 7,583 | 301,109 |
| 144 Solid Waste Management | 67,454 | 88,250 | 155,704 | 108,147 | 47,557 | 155,704 |
| 180 Park Impact Fee Fund | 51,622 | 2,003,000 | 2,054,622 | 2,000,000 | 54,622 | 2,054,622 |
| 203 General Govt Debt Service | - | 1,000,000 | 1,000,000 | 1,000,000 | - | 1,000,000 |
| 215 800 Mzh Debt Service | 11,776 | 138,200 | 149,976 | 149,976 | - | 149,976 |
| 223 Rec Center 2012 LTGO | 110,701 | 3,313,276 | 3,423,977 | 3,313,276 | 110,701 | 3,423,977 |
| 224 LID Guaranty Fund | 325,455 | - | 325,455 | 150,000 | 175,455 | 325,455 |
| 263 LID 93-11-5 196TH | 871,885 | 406,960 | 1,278,845 | 751,000 | 527,845 | 1,278,845 |
| 510 Equipment Rental Reserve | 4,285,782 | 3,414,416 | 7,700,198 | 3,301,252 | 4,398,946 | 7,700,198 |
| 511 Equipment Rental Oper | 184,589 | 3,373,700 | 3,558,289 | 3,375,573 | 182,716 | 3,558,289 |
| 513 Lynnwood Shop Operations | 157,783 | 235,000 | 392,783 | 235,000 | 157,783 | 392,783 |
| 515 Self Insurance Fund | 170,182 | 1,758,000 | 1,928,182 | 1,856,000 | 72,182 | 1,928,182 |
| 520 Technology Reserve Fund | - | 611,750 | 611,750 | 450,000 | 161,750 | 611,750 |
| Total General Govt. Funds | \$ 34,840,392 | \$ 145,538,788 | \$ 180,379,180 | \$ 152,684,751 | \$ 27,694,429 | \$ 180,379,180 |
| ENTERPRISE FUNDS | | | | | | |
| 411 Utility Operations | 11,348,818 | 48,979,975 | 60,328,793 | 52,678,361 | 7,650,432 | 60,328,793 |
| 412 Sewer/Water/Storm Capital | 24,871,602 | 15,079,453 | 39,951,055 | 37,482,210 | 2,468,845 | 39,951,055 |
| 419 2010 Utility System Bonds | 276,566 | 1,140,350 | 1,416,916 | 1,140,350 | 276,566 | 1,416,916 |
| 460 Golf Course | 216,546 | 3,035,090 | 3,251,636 | 2,934,371 | 317,265 | 3,251,636 |
| Total Enterprise Funds | \$ 36,713,532 | \$ 68,234,868 | \$ 104,948,400 | \$ 94,235,292 | \$ 10,713,108 | \$ 104,948,400 |
| CAPITAL FUNDS | | | | | | |
| 330 REET 2 | 2,741,162 | 2,240,000 | 4,981,162 | 4,318,000 | 663,162 | 4,981,162 |
| 331 REET 1 | 1,801,825 | 2,240,000 | 4,041,825 | 3,149,153 | 892,672 | 4,041,825 |
| 333 Capital Development | 961,917 | 2,200,000 | 3,161,917 | 3,139,000 | 22,917 | 3,161,917 |
| 357 Other Gov Capital Improv | 127,134 | 10,070,000 | 10,197,134 | 10,170,000 | 27,134 | 10,197,134 |
| 360 Transportation Capital Infr. | 15,708,445 | 52,753,795 | 68,462,240 | 66,779,841 | 1,682,399 | 68,462,240 |
| 370 Facilities Capital Infr. | 497,422 | 3,490,934 | 3,988,356 | 3,896,657 | 91,699 | 3,988,356 |
| 380 Parks & Recreation Capital | 490,519 | 10,160,119 | 10,650,638 | 10,059,215 | 591,423 | 10,650,638 |
| 390 Public Safety Capital | - | 1,300,000 | 1,300,000 | 1,300,000 | - | 1,300,000 |
| Total Capital Funds | 22,328,424 | 84,454,848 | 106,783,272 | 102,811,866 | 3,971,406 | 106,783,272 |
| TOTAL 2019-2020 AMENDED BUDGET | \$ 93,882,348 | \$ 298,228,504 | \$ 392,110,852 | \$ 349,731,909 | \$ 42,378,943 | \$ 392,110,852 |

Exhibit A.5

2019-2020 REVISED BUDGET SUMMARY BY FUND, ORDINANCE # _____

| FUND | BEGINNING FUND BALANCE | REVENUES & OTHER SOURCES | TOTAL BEGINNING FUND BALANCE & REVENUES & OTHER SOURCES | EXPENDITURES & OTHER USES | ENDING FUND BALANCE | TOTAL EXPENDITURES & ENDING FUND BALANCE |
|---------------------------------------|------------------------|--------------------------|---|---------------------------|----------------------|--|
| GENERAL GOVERNMENT | | | | | | |
| 011 General Fund | \$ 5,962,407 | \$ 113,999,904 | \$ 119,962,311 | \$ 115,686,728 | \$ 4,275,583 | \$ 119,962,311 |
| 020 Econ Dev Infrastructure | 9,444,064 | 3,735,721 | 13,179,785 | 7,000,000 | 6,179,785 | 13,179,785 |
| 098 Revenue Stabilization | 6,000,000 | - | 6,000,000 | - | 6,000,000 | 6,000,000 |
| 099 Program Development | 15,627 | - | 15,627 | - | 15,627 | 15,627 |
| 101 Lodging Tax | 1,151,905 | 3,312,808 | 4,464,713 | 3,264,539 | 1,200,174 | 4,464,713 |
| 104 Drug Enforcement | 205,661 | 272,000 | 477,661 | 260,000 | 217,661 | 477,661 |
| 105 Criminal Justice Fund | 3,778,427 | 1,728,845 | 5,507,272 | 4,025,784 | 1,481,488 | 5,507,272 |
| 110 Transportation Impact Fee | 1,510,878 | 1,043,500 | 2,554,378 | 1,926,454 | 627,924 | 2,554,378 |
| 111 Street Operating | 122,208 | 4,765,750 | 4,887,958 | 4,798,496 | 89,462 | 4,887,958 |
| 114 Cumulative Pk Res & Dev | 74,718 | 27,000 | 101,718 | 26,000 | 75,718 | 101,718 |
| 116 Cumulative Art Reserve | 48,402 | 51,000 | 99,402 | 50,000 | 49,402 | 99,402 |
| 121 Tree Reserve | 217,465 | 30,000 | 247,465 | 55,000 | 192,465 | 247,465 |
| 128 Paths & Trails Improv | 71,401 | 229,708 | 301,109 | 293,526 | 7,583 | 301,109 |
| 144 Solid Waste Management | 67,454 | 88,250 | 155,704 | 108,147 | 47,557 | 155,704 |
| 180 Park Impact Fee Fund | 51,622 | 2,003,000 | 2,054,622 | 2,000,000 | 54,622 | 2,054,622 |
| 203 General Govt Debt Service | - | 1,000,000 | 1,000,000 | 1,000,000 | - | 1,000,000 |
| 215 800 Mzh Debt Service | 11,776 | 138,200 | 149,976 | 149,976 | - | 149,976 |
| 223 Rec Center 2012 LTGO | 110,701 | 3,313,276 | 3,423,977 | 3,313,276 | 110,701 | 3,423,977 |
| 224 LID Guaranty Fund | 325,455 | - | 325,455 | 150,000 | 175,455 | 325,455 |
| 263 LID 93-1 I-5 196TH | 871,885 | 406,960 | 1,278,845 | 751,000 | 527,845 | 1,278,845 |
| 510 Equipment Rental Reserve | 4,285,782 | 3,414,416 | 7,700,198 | 3,301,252 | 4,398,946 | 7,700,198 |
| 511 Equipment Rental Oper | 184,589 | 3,373,700 | 3,558,289 | 3,375,573 | 182,716 | 3,558,289 |
| 513 Lynnwood Shop Operations | 157,783 | 235,000 | 392,783 | 235,000 | 157,783 | 392,783 |
| 515 Self Insurance Fund | 170,182 | 1,758,000 | 1,928,182 | 1,856,000 | 72,182 | 1,928,182 |
| 520 Technology Reserve Fund | - | 611,750 | 611,750 | 450,000 | 161,750 | 611,750 |
| Total General Govt. Funds | \$ 34,840,392 | \$ 145,538,788 | \$ 180,379,180 | \$ 154,076,751 | \$ 26,302,429 | \$ 180,379,180 |
| ENTERPRISE FUNDS | | | | | | |
| 411 Utility Operations | 11,348,818 | 48,979,975 | 60,328,793 | 52,678,361 | 7,650,432 | 60,328,793 |
| 412 Sewer/Water/Storm Capital | 24,871,602 | 15,079,453 | 39,951,055 | 37,482,210 | 2,468,845 | 39,951,055 |
| 419 2010 Utility System Bonds | 276,566 | 1,140,350 | 1,416,916 | 1,140,350 | 276,566 | 1,416,916 |
| 460 Golf Course | 216,546 | 3,035,090 | 3,251,636 | 2,934,371 | 317,265 | 3,251,636 |
| Total Enterprise Funds | \$ 36,713,532 | \$ 68,234,868 | \$ 104,948,400 | \$ 94,235,292 | \$ 10,713,108 | \$ 104,948,400 |
| CAPITAL FUNDS | | | | | | |
| 330 REET 2 | 2,741,162 | 2,240,000 | 4,981,162 | 4,318,000 | 663,162 | 4,981,162 |
| 331 REET 1 | 1,801,825 | 2,240,000 | 4,041,825 | 3,149,153 | 892,672 | 4,041,825 |
| 333 Capital Development | 961,917 | 2,200,000 | 3,161,917 | 3,139,000 | 22,917 | 3,161,917 |
| 357 Other Gov Capital Improv | 127,134 | 10,070,000 | 10,197,134 | 10,170,000 | 27,134 | 10,197,134 |
| 360 Transportation Capital Infr. | 15,708,445 | 52,753,795 | 68,462,240 | 66,779,841 | 1,682,399 | 68,462,240 |
| 370 Facilities Capital Infr. | 497,422 | 3,490,934 | 3,988,356 | 3,896,657 | 91,699 | 3,988,356 |
| 380 Parks & Recreation Capital | 490,519 | 10,160,119 | 10,650,638 | 10,059,215 | 591,423 | 10,650,638 |
| 390 Public Safety Capital | - | 2,692,000 | 2,692,000 | 2,692,000 | - | 2,692,000 |
| Total Capital Funds | 22,328,424 | 85,846,848 | 108,175,272 | 104,203,866 | 3,971,406 | 108,175,272 |
| TOTAL 2019-2020 AMENDED BUDGET | \$ 93,882,348 | \$ 299,620,504 | \$ 393,502,852 | \$ 352,515,909 | \$ 40,986,943 | \$ 393,502,852 |

CITY COUNCIL ITEM H

**CITY OF LYNNWOOD
City Council**

TITLE: Mayor Comments and Questions

DEPARTMENT CONTACT: Nicola Smith, Mayor

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM I

CITY OF LYNNWOOD City Council

TITLE: Council President and Council Comments

DEPARTMENT CONTACT: Christine Frizzell, Council President

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM J

**CITY OF LYNNWOOD
Executive**

TITLE: Executive Session

DEPARTMENT CONTACT: Leah Jensen

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available

CITY COUNCIL ITEM M-1

CITY OF LYNNWOOD Administrative Services

TITLE: Justice Center Design Contract Amendment #2

DEPARTMENT CONTACT: Cathy Robinson, Interim Procurement Manager

SUMMARY:

The City requires the services of a design firm in support of a new Justice Center. Mackenzie Architects provides these services under contract for the City. Contract Amendment #2 will increase the contract total and extend the contract term.

ACTION:

Authorize the Mayor to execute contract amendment #2 with Mackenzie Architects for design phases II and III of the new Justice Center, in the amount of \$4,471,105, and extend the contract term through February 2023.

BACKGROUND:

The City issued a RFQ for design services and awarded a contract to Mackenzie Architects in the amount of \$1,044,474. Contract amendment #1 was executed for \$3,593 for additional work omitted from the scope. Contract amendment #2 will continue the contract through phases II and III for an estimated amount of \$4,471,105.

PREVIOUS COUNCIL ACTIONS:

Council approved the original contract award on September 9, 2019.

FUNDING:

Funding for Phase 1 is included in the currently adopted biennium budget. Council will be considering a budget amendment for 2020 to begin Phase II. The remainder of Phase II and Phase III funding is included in the proposed biennium budget for 2021-2022.

ADMINISTRATION RECOMMENDATION:

Approve.

DOCUMENT ATTACHMENTS

Description:

[Procurement Report](#)

Type:

Backup Material

Procurement Report
#3111 Justice Center Design

Purpose of Contract:

The Lynnwood Police, Jail and Municipal Court have outgrown their current facility. Last fall, Council approved Phase I of a design contract for a new Justice Center.

Estimated cost:

Council approved Phase I design cost of \$1,044,474. Amendment #1 was issued for \$3,593 for work that was omitted from the Phase I scope. Current contract total is \$1,048,067.

The estimated cost for this amendment is \$4,471,105, which includes all project reimbursables and sales tax. (Reimbursables from Phase 1 not included in the original contract amount of \$10,445, Phase II - \$2,520,713 total costs, and Phase III - \$1,939,947 total costs).

The new proposed contract total is \$5,519,172.

Advanced Planning:

Chief Nelson and our Consultant have worked together on the proposed facility design. This amendment continues the design contract through Phase II and III.

Method of Procurement:

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

Type of Contract: One time buy? Services?

This is a one-time service contract.

Term of Contract:

The estimated completion of Phase II is end of March 2021 and Phase III is February of 2023.

Solicitation: N/A

Recommended Action: Approve contract amendment #2 with Mackenzie Architects for the provision of Justice Center Design, Phases II and III at an estimated value of \$4,471,105.

Procurement Officer: Ginny Meads, Buyer

Date: September 1, 2020

CITY COUNCIL ITEM M-2

CITY OF LYNNWOOD Public Works

TITLE: Interlocal Agreement - SnoPUD - 196th St SW Improvement Project Construction

DEPARTMENT CONTACT: Bill Franz and David Mach

SUMMARY:

The 196th Street Southwest (SR-524) Improvement project is the second largest project currently under design by the City's engineering group (the largest is the Poplar Way Bridge project). This project will widen 196th Street Southwest (SR-524) between 48th Avenue West to 37th Avenue West from five to seven lanes. Improvements include: Street lighting, new water, sewer, and stormwater systems, converting the overhead power and utilities to underground, new traffic signals, center planted medians, wider sidewalks and landscape features. These improvements will accommodate the growth of City Center and create an enhanced pedestrian environment with a boulevard appearance.

The City is working with WSDOT to gain authorization to advertise the project for public bid this Fall, 2020. If the project is awarded this Winter, the project is anticipated to be completed in 2023.

The current request is to enter into an Interlocal Agreement with Public Utility District No.1 of Snohomish County (PUD) to facilitate the construction and coordination for replacement of the District's overhead utility system with an underground utility system within the area of the 196th Street Southwest Improvement Project.

ACTION:

Authorize the Mayor to enter into and execute on behalf of the City an Interlocal Agreement with Public Utility District No.1 of Snohomish County to facilitate the replacement of the District's overhead utility system to an underground utility system within the area of the 196th Street Southwest Improvement Project.

BACKGROUND:

This project will improve 196th Street Southwest (SR-524) from 37th Avenue West to 48th Avenue West by providing additional multi-modal capacity, safety and aesthetic boulevard features to support the future growth anticipated for the City Center. Capacity improvements include increasing the roadway section to seven lanes to accommodate installation of Business Access and Transit (BAT) lanes in each direction. The project also includes a planted center median/left turn/U-turn, new curb, gutter, wider sidewalks (including buffer), landscaping, hardscaping, undergrounding of overhead utilities, street lighting, new traffic signals, and an overlay of the existing pavement.

It is in the best interest of the City and Public Utility District No.1 of Snohomish County to partner together to facilitate the replacement of the District's overhead utility system to an underground utility system within the limits of the 196th Street Southwest Improvement Project in order to comply with the City Center standards.

FUNDING:

The funding for this ILA is contained in the overall project funding and was anticipated. The ILA defines the responsibilities of the PUD and the City as follows:

* The PUD would pay full costs if the power system were to be relocated overhead. However, the City Center standards require power to be put underground. Therefore, the PUD is crediting the City with the costs of what the simpler overhead replacement would have been, or \$1,150,000. In addition, the PUD shall participate in 13.4% of the City's actual costs for the construction of the underground Joint Utility

Trench (JUT) which will contain the new underground power system (the total "JUT" cost estimate is \$3,569,500) and 8.9% of the City's actual costs associated with the utility power distribution (the total utility power distribution cost estimate is \$1,126,500). The PUD will also inspect the City's work in undergrounding the power system and provide the City with equipment to be installed.
* The City will construct all of the new power improvements in the new JUT and pay costs except as outlined above.

DOCUMENT ATTACHMENTS

| Description: | Type: |
|--|----------------------|
| Interlocal Agreement between SnoPUD and City | Interlocal Agreement |

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**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT**

14
15
16
17
18

THIS INTERLOCAL AGREEMENT (“Agreement”), dated _____, 2020, is made and entered into by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“District”) and the City of Lynnwood, a Washington municipal corporation (“City”). The District and the City are also referred to herein individually as “Party” and collectively as “Parties”.

19
20
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22

RECITALS

- 23
24
25
26
27
28
- A. The City is close to completing the design for the 196th Street SW Improvement Project (“Project” or “196th Street SW Improvement Project”), located along 196th Street SW from I-5 to 48th Avenue W., Lynnwood, Washington. The Project will include roadway reconstruction and widening, as well as the construction of wider sidewalks.
- B. As part of the Project, the City requires the District to replace the District’s existing overhead electrical utility system within the Project limits with underground electrical utility systems.
- C. The City desires to utilize its public works bid process to contract out all or most work associated with replacement of the District’s overhead electrical utility system with an underground electrical utility system within the Project limits in accordance with the terms and conditions of this Agreement.

29
30
31
32

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

33
34

1. **Requirements of Interlocal Cooperation Act.**

35
36
37

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

38
39
40
41
42

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate the construction and coordination of the replacement of the District’s overhead utility system with an underground utility system within the area of the 196th Street SW Improvement Project (“Utility Replacement”).

43
44
45

1.3 No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1 1.4 Ownership of Property. Except as expressly provided to the contrary in this
2 Agreement, any real or personal property used or acquired by either Party in connection with the
3 performance of this Agreement will remain the sole property of such Party, and the other Party
4 shall have no interest therein.

5
6 1.5 Administrators. Each Party to this Agreement shall designate an individual
7 (“Administrator”), which may be designated by title or position, to oversee and administer such
8 Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following
9 individuals:

10
11 District’s Initial Administrator:
12 Andra Flaherty
13 Professional Engineer
14 1802 75th St. SW
15 Everett, WA 98206
16 Email: alflaherty@snopud.com
17 Telephone: 425-783-4419

18
19 City’s Initial Administrator:
20 David Mach
21 Public Works Manager
22 19100 44th Ave. W
23 Lynnwood, WA 98036
24 Email: dmach@lynnwoodwa.gov
25 Telephone: 425-670-5275

26
27 Either Party may change its Administrator at any time by delivering written notice of such Party’s
28 new Administrator to the other Party.

29
30 2. **Effective Date and Duration.**

31
32 This Agreement shall take effect when it has (i) been duly executed by both Parties, and
33 (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City’s
34 Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the
35 Parties are discharged unless earlier terminated pursuant to the provisions of Section 13 of this
36 Agreement.

37
38 3. **General Provisions.**

39 The Parties agree to the following general provisions:

40 3.1 Record Retention. Each Party following completion of the Utility Replacement
41 shall maintain accurate records related to the Project for a period equal to the minimum required
42 pursuant to either state or federal requirements, whichever is applicable.

43 3.2 Independent Contractor. The Parties shall perform all work under this Agreement
44 as an independent contractor and not as an agent, employee, or servant of the other Party. Each
45 Party has the express right to direct and control its activities in providing the agreed work in
accordance with the specifications set out in this Agreement. Each Party shall only have the right
to ensure performance.

 3.3 Cost Allocation.

1 A. The District shall reimburse the City for the City’s actual costs incurred to construct
2 and install any identified Betterments to the District’s facilities, as defined in
3 Section 5.5, and in accordance with the Final Cost Summary Payment process set
4 forth in Section 7. The District shall also provide the City with an overhead-to-
5 overhead relocation cost credit, in accordance with the Construction Cost Estimate
6 described in Section 5.4 and the Final Cost Summary Payment process in Section
7 7.

8
9 B. The City shall be responsible for all other costs and expenses related to the
10 undergrounding of District facilities and necessary to carry out its responsibilities
11 and obligations under this Agreement. The City acknowledges that a portion of the
12 accrued design costs will pre-date the execution of this Agreement, and agrees to
13 pay those costs in accordance with the terms of this Agreement.
14

15 C. In the event that the City requires the District to relocate said underground District
16 utilities for a City project within five years of the date of final acceptance of the
17 Project, the City shall be responsible for all associated utility relocation costs and
18 expenses.
19

20 4. **City Responsibilities.**
21

22 4.1 **Project Contract Documents.** The City shall prepare and provide the District with
23 Underground Joint Trench plans and specifications that show the conduit construction, transformer
24 vaults, junction vaults, and switch cabinet vaults (“Project Contract Documents”). This portion of
25 the Project Contract Documents shall include all drawings, specifications, and other
26 documentation necessary for the joint trench construction. The District shall prepare and provide
27 the City with District Utility Replacement plans, specifications, and engineer’s estimate for review
28 by the City and incorporation into the Project Contract Documents. The District Utility
29 Replacement Contract Documents shall include all electrical drawings, specifications, and other
30 documentation necessary for the undergrounding electrical work of District facilities, transfer of
31 customers, and removal of existing overhead lines in accordance with this Agreement. Further,
32 the Project Contract Documents shall include as exhibits, electrical drawings, specifications, and
33 standards as provided by the District pursuant to Section 5.1. The District shall review the Project
34 Contract Documents in accordance with Section 5.2.
35

36 4.2 **City Construction Cost Estimate.** The City shall provide the District with a City
37 Construction Cost Estimate for all work to be done by the City to complete the conversion of the
38 District’s overhead electrical utility system to an underground electrical system within the Project
39 area. The City Construction Cost Estimate shall be detailed and reflect the division of cost
40 responsibilities for work to be done at the City’s expense and that betterment work to be done at
41 the District’s expense as that term is defined in Section 5.5 (“Betterments”). The City Construction
42 Cost Estimate shall include, but not be limited to, the following work:
43

- 44 • Provide construction project management for conversion of the District’s overhead
45 electrical utility system to an underground electrical system;

- 1 • Furnish and install all trenching, conduit and vaults for the undergrounding of the
2 District’s electrical system;
- 3 • Install all District-provided cables, conductors, terminations, switchgear,
4 transformers, riser-poles, and other electrical equipment for the conversion to
5 underground, and for the removal of other equipment no longer needed;
- 6 • Perform cut-over and transfer of existing customers and facilities to the new
7 underground system where applicable;
- 8 • Remove that portion of the overhead electrical system replaced by the new
9 underground electrical system. This includes removal of associated poles except
10 those locations where the poles are still occupied by other utilities (Removal of
11 poles is the responsibility of the last utility to transfer from the pole.); and
- 12 • Construction costs of Betterments.

13
14 4.3 Award of Public Works Contract. The City shall bid out and award the public
15 works contract for construction of the 196th Street SW Improvement Project, including the Utility
16 Replacement, in accordance with all applicable state and federal laws and regulations.

17
18 4.4 Preliminary Project Schedule. The City shall provide a schedule to the District at
19 the Preconstruction Meeting to complete the construction of the new underground electrical system
20 and removal/abandonment of existing overhead to other utilities in accordance with the Project
21 Contract Documents.

22
23 4.5 Electrical System Relocation and Undergrounding. The City shall, in accordance
24 with the Project Contract Documents, perform or cause to be performed all construction work
25 associated with the installation of the new underground electrical system, transfer of customer
26 loads, and removal of the existing overhead electrical facilities in the Project area, including
27 Betterments.

28
29 4.6 Notification and Coordination for Electric Outages. The City shall be responsible
30 for coordination and notification of electrical outages and other impacts to customer service. The
31 City shall provide customers with forty-eight (48) hours’ notice prior to any scheduled electrical
32 outage. Notice shall include at least two types of contact, including but not limited to posted signs,
33 phone calls, door knockers, emails and in person notification.

34
35 4.7 Regular Meetings. The City shall facilitate weekly (or as otherwise agreed by the
36 City and District) construction coordination meetings that occur during the construction of the
37 Utility Replacement. These meetings shall include the City’s Project Contractor, electrical
38 subcontractor, and other appropriate parties.

39
40 4.8 Utility Easements and Right-of-Way. The City shall acquire at its cost and expense
41 all of the access rights, temporary construction easements and permanent utility easements, and
42 right-of-way rights necessary for the Utility Replacement. Said permanent utility easements shall
43 name the District as a grantee or, in the event that the District is not expressly named as a grantee
44 in a utility easement obtained by the City, the City shall take all necessary steps/actions to assign
45 the utility easement and all rights thereunder to the District.

1
2 4.9 Notice to Inspect. A District Inspector shall be on-site for any work on the District’s
3 system as noted in the Contract Project Documents. The City shall provide the District not less
4 than two (2) business days’ advance notice to have an inspector on-site for any work involving the
5 District’s facilities.

6
7 4.10 Documentation of Ownership. Except for materials and equipment provided by the
8 District for the Utility Replacement as provided in Section 5.3, the City shall provide the District
9 with a bill of sale or other appropriate documentation to transfer ownership of all materials and
10 facilities, including vaults and conduit system, provided by the City’s Project Contractor and
11 intended to become part of the District’s electrical utility system in accordance with this
12 Agreement and the Project Contract Documents. The format for the bill of sale or other
13 documentation will be coordinated with the District and shall be submitted within forty (40)
14 calendar days of the City’s final acceptance of the Project.

15
16 5. **District Responsibilities.**

17
18 5.1 Utility Exhibit Drawings, Specifications, and Standards. The District shall provide
19 the City with drawings, specifications, and standards associated with the undergrounding of the
20 District’s electrical system to be included as exhibits in the City’s Project Contract Documents,
21 including any Betterments that the City has agreed to construct or install as part of the Project.

22
23 5.2 Review of Project Contract Documents. The City shall submit draft Project
24 Contract Documents to the District for review and approval. The District shall review the Project
25 Contracts Documents to ensure same are consistent with the District’s Transmission and
26 Distribution Line Specifications and provide the City with written approval or approval with
27 modifications of said Project Contract Documents within thirty (30) calendar days of receipt of
28 same. A written approval with modifications shall specify the necessary modifications and the
29 City shall incorporate said modifications; provided, however, that the City may request a meeting
30 with the District to review the modifications. Once the modifications have been incorporated into
31 the Project Contract Documents, the City shall provide the same to the District for final review
32 and approval, or approval with additional modifications, which shall be provided by the District
33 within twenty-one (21) calendar days of receipt of the revised Project Contract Documents from
34 the City.

35
36 5.3 Materials and Equipment Provided by the District. The District shall provide the
37 City with certain materials and equipment that shall be utilized and installed for the Utility
38 Replacement in accordance with the Project Contract Documents. A list of these materials and
39 equipment is attached hereto as Exhibit “A” and incorporated herein by this reference (“Utility
40 Replacement Materials and Equipment”).

- 41
42 A. After the City has awarded the contract to a contractor for the Project, the City shall
43 issue a written Notice to Proceed to the District, authorizing the District to proceed
44 with procuring the Utility Replacement Materials and Equipment. The District
45 shall have no obligation to procure the Utility Replacement Materials and
46 Equipment until after the City has issued the Notice to Proceed, and the City shall

1 have no obligation to pay for any Utility Replacement Materials and Equipment
2 that are ordered or purchased prior to the Notice to Proceed.
3

4 B. At the completion of the Project, any unused Utility Replacement Materials and
5 Equipment provided by the District to the City shall be returned to the District and
6 the cost of any returned Utility Replacement Materials and Equipment shall be
7 credited back to the City
8

9 5.4 District Construction Cost Estimate. Within thirty (30) calendar days of the date
10 of this Agreement, the District shall provide the City with a District Construction Cost Estimate
11 for the District's costs to complete the conversion of its overhead electrical utility system to an
12 underground electrical system within the Project area. The District Construction Cost Estimate
13 shall include, but not be limited to, the following work:
14

- 15 • Provide District construction engineering support and coordination throughout the
16 City's Project to convert the District's overhead electrical utility system to and
17 underground electrical system;
- 18 • Inspect the installation of all City work on the District's electrical facilities by a
19 District inspector;
- 20 • Furnish cables, conductors, terminations, switchgear, transformers, riser-poles, and
21 other electrical equipment for the conversion to underground as noted in Exhibit
22 "A";
- 23 • Perform switching control and supervision of the District's electrical system
24 through the District's Energy Control Center; and
- 25 • A credit for the District's construction costs to relocate the overhead electrical
26 utility system within the Project area on an overhead to overhead basis. If the
27 District's overhead to overhead relocation construction costs exceed the amount
28 of the cost items listed above, the District shall pay the differential amount to the
29 City in accordance with Section 7 of this Agreement.
30

31 Within fourteen (14) calendar days of the commencement of construction of the Utility
32 Replacement portion of the Project, the District shall provide an update of the District's
33 Construction Cost Estimate to the City.
34

35 5.5 Betterments. Betterments are improvements to the District's utility facilities
36 included in the Utility Replacement by request of the District that are not necessary to restore the
37 operational capabilities of the relocated utility facilities or provide like-kind replacements.
38 Examples of Betterments include the addition of more conduits for future service or increasing
39 cable size or improvements to the utility facilities that are not necessary to functionally restore the
40 operational capabilities of the utility facilities or provide like kind replacements. The Betterments
41 included in the Utility Replacement shall be identified in the Project Contract Documents, and are
42 listed on Exhibit "B", attached hereto and incorporated by this reference. The District shall pay
43 the City's costs to construct or install the Betterments to the City in accordance with Section 7 of
44 this Agreement.
45

1 5.6 Construction Phase. The District shall maintain continued coordination with the
2 City's Contractor regarding installation of the District's facilities. This coordination shall include,
3 but not be limited, to the following:
4

5 A. Regular Meetings. The District shall attend the meetings referenced in Section 4.7.
6

7 B. On-Site Inspections. The District shall provide an inspector on-site, on two (2)
8 business days' notice from the City, to inspect all City work on the District's
9 electrical system including but not limited to: the joint trench area for placement of
10 vaults and conduits; installation of all vault and conduit installation work; pulling
11 and terminating of cable, placing of switchgear, transformers and other equipment,
12 cutover/removal/abandonment of overhead facilities, and other work to accomplish
13 the Utility Replacement. The District's inspector shall not direct the City's
14 Contractor in any manner; the District inspector shall communicate in writing all
15 requirements, deficiencies and requests to the City's construction resident engineer
16 on the day of observation. The City will ensure that the requirements are met and
17 that deficiencies are corrected as soon as reasonably possible.
18

19 i. For purposes of this Agreement, a "business day" shall be any day that is not a
20 Saturday, Sunday, or any federal or state legal holiday.
21

22 C. Notice of Deficiencies/Acceptance. The District shall, within twenty (20) business
23 days after receipt of written notification from the City of completion of Utility
24 Replacement, issue written notification of any deficiencies or issue written
25 notification of acceptance unless delayed due to one of the reasons stated in
26 Subsection (D) and/or Excusable Delay as defined in Section 6. The City will
27 correct the deficiencies upon written notice from the District. If notification from
28 the District is not received by the City within the twenty (20) business day period,
29 then the Utility Replacement shall be considered complete and accepted by the
30 District unless the lack of notice is due to one of the reasons stated in Subsection
31 (D) and/or constitutes to Excusable Delay as defined in Section 6.
32

33 D. Delay. The District shall have no obligation or liability to the City, its Contractor
34 or any other party, in the event of any delay in performance of the Utility
35 Replacement or other Project work under this Agreement due to: (a) reasonable
36 actions taken by the District which are necessary or consistent with prudent utility
37 practices to protect the performance, integrity, reliability or stability of the
38 District's utility systems or any systems to which such District systems are
39 connected; (b) actions and/or inactions of the City, the City's Contractor, other
40 utilities and/or third parties; (c) discovery of archeological materials; (d) other
41 unanticipated subsurface conditions whether natural or man-made; or (e) other
42 Excusable Delay (see Section 6).
43

44 E. Time Period to Perform Task in Event of Delay. In the event that the District is
45 delayed in performing one or more of its tasks described in this Section due to one
46 of the reasons stated in Subsection (D) and/or constitutes Excusable Delay as

1 defined in Section 6, the City and the District shall work together to agree to a
2 reasonable period of time for the District to complete its task once the basis for the
3 delay has ended.
4

5 **6. Excusable Delay.**
6

7 Excusable delay means a failure to perform in a timely manner due to events or causes that
8 are not reasonably within the control or contemplation of the Party whose ability to perform is
9 delayed by such events or causes. Without limitation, such events or causes may include:
10 pandemic (including but not limited to COVID-19 and including but not limited to acts and/or
11 omissions of third parties resulting from COVID-19, such as a failure to provide equipment and/or
12 materials in timely manner due to COVID-19), extreme or unusual weather, landslides, lightning,
13 forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other
14 disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage,
15 explosion, accident to machinery or equipment (reasonably related to the delayed performance),
16 reasonably unanticipated changed site conditions, the failure of any government entity with
17 jurisdiction over the design phase and/or construction phase work under this Agreement to issue
18 the required permits or approvals in a timely manner, or other causes outside of the reasonable
19 control or contemplation of a Party.
20

21 **7. Final Cost Summary Payment.**
22

23 7.1 District Reimbursement for Betterments. The District shall reimburse the City for
24 the City's actual costs incurred to construct and install any identified Betterments to the District's
25 facilities. This shall include 13.4% of the City's actual costs associated with the Joint Utility
26 Trench (as defined in Schedule D of the Bid Proposal) where Betterments occur and 8.9 % of the
27 City's actual costs associated with the Power Distribution (as defined in Schedule G of the Bid
28 Proposal) where the Betterments occur. These costs shall be totaled in the District's Final Cost
29 Summary.
30

31 7.2. Relocation Cost Credit. The District will provide the City with an overhead-to-
32 overhead utility relocation cost credit of One Million One Hundred Fifty Thousand Dollars
33 (\$1,150,000). The City will reimburse the District for any actual costs incurred beyond the
34 relocation cost credit. These costs shall be totaled in the City's Final Cost Summary.
35

36 7.3 District's Final Cost Summary. Within ninety (90) calendar days of the District's
37 acceptance of the Utility Replacement as complete, the City shall provide the District with the
38 District's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the
39 District's Final Cost Summary, the District shall approve, or approve with modifications, the
40 District's Final Cost Summary.
41

42 7.4 City's Final Cost Summary. Within ninety (90) calendar days of the District's
43 acceptance of the Utility Replacement as complete, the District shall provide the City with the
44 City's Final Cost Summary. Within twenty-one (21) calendar days from the receipt of the City's
45 Final Cost Summary, the City shall approve, or approve with modifications, the City's Final Cost
46 Summary.

1 7.5 Final Invoice. Within thirty (30) calendar days of the approval of the District's
2 Final Cost Summary as well as the approval of the City's Final Cost Summary, the difference of
3 the two totals shall be determined by the Parties. The Party with the larger total shall invoice the
4 other for the difference of the two Final Cost Summaries. The invoice shall be paid within thirty
5 (30) calendar days of receipt. At the request of either party, periodic meetings will take place to
6 discuss status of cost expenditures.
7

8 **8. Change Orders.**
9

10 8.1 Any change requested by the District to be performed by the City shall be submitted
11 to the City's construction resident engineer, who will submit the request to the Contractor to obtain
12 a reasonable price for the Contractor to perform the work. The City will notify the District of the
13 price. The District will have five (5) business days after being notified of the price to respond and
14 confirm or revise the requested change, and authorize any confirmed change in work and cost.
15

16 8.2 The District shall not be responsible for costs associated with any change that is not
17 the result of any fault of the District. The District shall be responsible to pay and reimburse the
18 City for all costs associated with any requested change that is a Betterment or that is due to the
19 sole fault of the District.
20

21 8.3 Any change request from the City or any other utility that involves a change to
22 District Utility Replacement Contract Documents shall be submitted to the District for review.
23 This District will have five (5) business days after being notified in writing of the change request
24 to approve, approve with modifications or deny said request. Each Party shall reimburse the other
25 Party for its share of negotiated costs associated with any such change request, including but not
26 limited to associated engineering and inspection costs.
27

28 8.4 The District shall not pay for any share of additional expenses incurred due solely
29 to approved change requests from other private utilities and/or the City that are not covered by
30 Section 8.1 or 8.3.
31

32 **9. Indemnification and Hold Harmless.**
33

34 9.1 District's Indemnification of City. The District shall indemnify, defend and hold
35 harmless the City, its officers, appointed and elected officials, employees and agents, from and
36 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature
37 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,
38 liability or death to persons or damage to property or business, caused by or arising out of negligent
39 or intentional acts, errors or omissions of the District, its officers, officials, employees and/or
40 agents in the performance of this Agreement; provided, that in the event of the concurrent
41 negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of
42 fault attributable to the District, its officers, officials, employees and/or agents.
43

44 9.2 City's Indemnification of District. The City shall indemnify, defend and hold
45 harmless the District, its officers, appointed and elected officials, employees and agents, from and
46 against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature

1 whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness,
2 liability or death to persons or damage to property or business, caused by or arising out of negligent
3 or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents
4 in the performance of this Agreement; provided, that in the event of the concurrent negligence of
5 the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable
6 to the City, its officers, officials, employees and/or agents.

7
8 9.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification
9 provisions of this Section are specifically intended to constitute a waiver of each party's immunity
10 under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other party
11 only, and only to the extent necessary to provide the indemnified party with a full and complete
12 indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these
13 provisions were specifically negotiated and agreed upon by them.

14
15 9.4 No Third Party Right. Nothing contained in this section of this Agreement shall be
16 construed to create a liability or a right of indemnification in any third party.

17
18 9.5 Survival. The provisions of this Section shall survive the expiration or termination
19 of this Agreement with respect to any event occurring prior to such expiration or termination.

20
21 10. **Insurance.**

22
23 Each Party shall maintain its own insurance and/or self-insurance for its liabilities from
24 damage to property and or injuries to persons arising out of its activities associated with this
25 Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof
26 of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the
27 indemnified Party.

28
29 11. **Compliance with Laws.**

30
31 In the performance of its obligations under this Agreement, each Party shall comply with
32 all applicable federal, state, and local laws, rules and regulations.

33
34 12. **Notices.**

35
36 All notices required to be given by any Party to the other Party under this Agreement shall
37 be in writing and shall be delivered either in person, by United States mail, or by electronic mail
38 (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person
39 shall be deemed given when accepted by the recipient. Notice by United States mail shall be
40 deemed given as of the date the same is deposited in the United States mail, postage prepaid, and
41 addressed to the Administrator, or their designee, at the addresses set forth in Section 1.5 of this
42 Agreement. Notice delivered by email shall be deemed given as of the date and time sent; provided
43 that (1) the sender does not receive any failure of delivery notice; and (2) any notice by email sent
44 on a day other than a business day shall be deemed effective on the first business day after being
45 sent.

1 **13. Termination of Agreement.**
2

3 13.1 Either Party may terminate this Agreement upon thirty (30) days written notice to
4 the other Party in the event that said other Party is in material default and fails to cure such material
5 default within that thirty (30) day period, or such longer period as provided by the non-defaulting
6 Party; provided, that after the City has awarded a contract to a contractor for the Project, the
7 District must comply with the dispute resolution procedures in Section 14 prior to any termination
8 by the District being effective. The notice of termination shall state the reasons therefore and the
9 effective date of the termination.
10

11 13.2 The City may terminate this Agreement upon thirty (30) days written notice to the
12 District, if the City determines for any reason or no reason not to proceed with the Project.
13

14 **14. Dispute Resolution.**
15

16 14.1. Settlement Meeting. It is the Parties’ intent to work cooperatively and to resolve
17 disputes in an efficient and cost-effective manner. If any dispute arises between the Parties relating
18 to this Agreement, then the Parties’ respective Administrator’s, or the Administrator’s designees,
19 shall meet and seek to resolve the dispute, in good faith, within ten business (10) days after a
20 Party’s request for such a meeting. In addition to the Administrators or designees, each Party shall
21 send any other persons with technical or other information relating to the dispute to the meeting.
22

23 14.2. Mediation. If the Parties cannot resolve the issue within ten (10) days then they
24 shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC or any other
25 mediation service mutually agreed to by the Parties, or as appointed by the court if the parties
26 cannot agree (collectively “JDR”), within seven (7) days of their failure to agree pursuant to
27 Section 13.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome
28 of the mediation. Each Party shall bear its own attorneys’ fees in connection with the mediation.
29

30 14.3. Notice of Default. If the Parties are unable to resolve their dispute through
31 mediation, either Party may serve a written Notice of Default on the other Party. The Notice of
32 Default shall describe the nature of the dispute and the noticing Party’s requested resolution.
33 Twenty (20) business days after service of a Notice of Default, either Party may file suit, seek any
34 available legal remedy, or agree to alternative dispute resolution methods. At all times prior to
35 resolution of the dispute, the Parties shall continue to perform any undisputed obligations and
36 make any undisputed required payments under this Agreement in the same manner and under the
37 same terms as existed prior to the dispute.
38

39 **15. Miscellaneous.**
40

41 15.1 Entire Agreement. This Agreement constitutes the entire agreement between the
42 Parties regarding the subject matter hereof, and supersedes any and all prior oral or written
43 agreements between the Parties regarding the subject matter contained herein.
44

1 15.2 Amendment. Any amendment to this Agreement shall be specifically identified by
2 separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of
3 this Agreement.
4

5 15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in
6 accordance with the laws of the State of Washington. The venue of any action arising out of this
7 Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.
8

9 15.4 Interpretation. This Agreement and each of the terms and provisions of it are
10 deemed to have been explicitly negotiated by the Parties, and the language in all parts of this
11 Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or
12 against either of the Parties hereto. The captions and headings in this Agreement are used only for
13 convenience and are not intended to affect the interpretation of the provisions of this Agreement.
14 This Agreement shall be construed so that wherever applicable the use of the singular number shall
15 include the plural number, and vice versa, and the use of any gender shall be applicable to all
16 genders.
17

18 15.5 Severability. If any provision of this Agreement or the application thereof to any
19 person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable,
20 the remainder of this Agreement and the application of that provision to other persons or
21 circumstances shall not be affected thereby, but shall instead continue in full force and effect, to
22 the extent permitted by law.
23

24 15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with
25 respect to a Default by the other Party under this Agreement shall not constitute a waiver of the
26 Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver
27 of any other Default or any similar future Default.
28

29 15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part,
30 by either Party without the express written consent of the other Party, which may be granted or
31 withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the
32 preceding sentence shall be null and void and shall constitute a Default under this Agreement.
33

34 15.8 No Joint Venture. Nothing contained in this Agreement shall be construed as
35 creating any type or manner of partnership, joint venture or other joint enterprise between the
36 Parties.
37

38 15.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof
39 are for the sole benefit of the City and the District. No other persons or parties shall be deemed to
40 have any rights in, under or to this Agreement.
41

42 15.10 Warranty of Authority. Each of the signatories hereto warrants and represents that
43 he or she is competent and authorized to enter into this Agreement on behalf of the other Party for
44 whom he or she purports to sign this Agreement.
45

1 15.11 Execution in Counterparts. This Agreement may be executed in two or more
2 counterparts, each of which shall constitute an original and all of which shall constitute one and
3 the same agreement.
4

5
6
7 IN WITNESS WHEREOF, the Parties have executed this Agreement.
8

9 PUBLIC UTILITY DISTRICT NO.1
10 OF SNOHOMISH COUNTY
11

CITY OF LYNNWOOD

12 By: _____
13 John Haarlow
14 CEO/AGM
15

By: _____
Nicola Smith
Mayor

16 Date: _____
17

Date: _____
18

19 Approved as to Form:
20

Approved as to Form:
21

22 _____
23 Date: _____

Date: _____

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT
EXHIBIT A**

UTILITY REPLACEMENT MATERIALS AND EQUIPMENT

| PUD Item # | MID | Description | Quantity | Unit of Measure |
|-----------------------|------------|---|-----------------|----------------------------|
| 50 | 898223 | POLE, WOOD, 50' CLASS 1 | 3 | EA |
| 60 | 898322 | POLE, WOOD, 55' CLASS 1 | 2 | EA |
| 70 | 897928 | POLE, WOOD, 35' CLASS 2 | 1 | EA |
| 80 | 124206 | BLT MACH GLV 5/8" X 14" SQ HD W/SQ NUT | 44 | EA |
| 170 | 1002626 | WIRE, COPPERWELD, #10X7ST WP CCS 40% | 600 | FT |
| 180 | 120212 | BLT, OVAL, EYE GLV 5/8" X 14" W/SQ NUT | 5 | EA |
| 250 | 925696 | INSL SPL #2 PLYMR W/CLVS 11/16" HL ASSMB | 13 | EA |
| 300 | 923418 | DEADEND STRNDVIS AUTO 3/8" GUY SHORT BAIL | 56 | EA |
| 380 | 910035 | WSH CRVD 4" SQ CAST REINF 3/4" & 7/8" BLTS | 29 | EA |
| 430 | 894065 | NUT TRIPLE EYE ANC FOR 3/4" & 1" RODS | 16 | EA |
| 440 | 902511 | ROD, ANCHOR, POWER 1" X 7' | 14 | EA |
| 460 | 872615 | XARM DE 10' 2-POS UNITIZED 2500 LB/POS | 8 | EA |
| 590 | 125981 | BLT DA GLV 5/8" X 24" W/4 SQ NUTS | 4 | EA |
| 600 | 893512 | NUT, OVAL, EYE 5/8" GLV | 8 | EA |
| 620 | 938326 | INSUL SUSP 15KV DE 7.5KLB 13" FG/PLYMR | 38 | EA |
| 820 | 880452 | DE PF GUY 3/8" 7W GLV CODE ORG | 33 | EA |
| 870 | 939209 | INSUL GUY STRAIN 78"FG INS Y-CLVS W/RLLR | 61 | EA |
| 890 | 871518 | ANC PWR SCREW 12" DIA 8000FT-LB (MIN) | 14 | EA |
| 950 | 163692 | SCREW LAG 3/8" X 3" GLV FETTER DRIVE | 1 | EA |
| 970 | 910267 | WSH FLAT 2 1/4" SQ GLV STL FOR 5/8" BLT | 12 | EA |
| 1000 | 124595 | BLT MACH GLV 3/4" X 14" SQ HD W/SQ NUT | 50 | EA |
| 1100 | 494039 | CUTOUT 100A 15KV POLYMER W/O XARM BKT | 10 | EA |
| 1120 | 871500 | ANC PWR SCREW 8" DIA 8000FT-LB (MIN) | 2 | EA |
| 1170 | 1001802 | TAG, POLE, GROUNDING GREEN/BLACK | 12 | EA |
| 1250 | 925688 | INSL SPL #1W/CLVS11/16"HL ASSMB PKG12/BX | 2 | EA |
| 1300 | 884579 | HOOK, GUY, COMBINATION | 29 | EA |
| 1310 | 900052 | PROTECTOR WIRE GUY 8' YEL HDPE | 37 | EA |
| 1360 | 1001445 | WSH SPRING 3/4" DBL COIL LCK GLV | 52 | EA |
| 1390 | 902462 | ROD ANC PWR ROD 3/4" X 7' THD ENDS GLV | 2 | EA |
| 1400 | 211508 | CONN CMP 6SL-4STR - 4SL-4STR CU C-CRIMP | 106 | EA |
| 1450 | 896839 | GAIN XARM PLATE 4X6 3/4 DBLFACE 15/16HL GLV | 6 | EA |
| 1460 | 876154 | BRACE XARM APITONG 36.5"(60"SPAN18"DROP) | 6 | EA |

| PUD Item # | MID | Description | Quantity | Unit of Measure |
|------------|---------|---|----------|-----------------|
| 1470 | 872566 | XARM WOOD 4-PIN 3¾" X 5¾" X10' | 6 | EA |
| 1480 | 196461 | WSH FLT ½" GLV RD 1¾" OD | 6 | EA |
| 1500 | 124214 | BLT MACH GLV ⅝" X 16" SQ HD W/SQ NUT | 7 | EA |
| 1520 | 761173 | BKT POTHEAD #1 W/GRD CLP | 6 | EA |
| 1530 | 877128 | SPACER BAR POTHD/ARR GLV W/2BLT ½" X 1½" | 6 | EA |
| 1540 | 761165 | BKT CO/ARST 10' XARM (872566) | 10 | EA |
| 1580 | 482571 | SURG ARST MOV10KVDUTYCYC8.4KVMCOV NO BKT | 6 | EA |
| 1590 | 1001467 | WIRE, CU, #4BARE, FINE-STR, BRAIDED, 16" | 6 | FT |
| 1600 | 5000980 | WIRE OH INSUL #4 SOFT DRAWN COPPER SOLID | 12 | FT |
| 1630 | 250093 | CDT PVC 4" X 20' DB-60 GRAY | 48 | FT |
| 1640 | 250100 | CDT PVC 4" X 10' SCH 80 GRAY | 20 | FT |
| 1650 | 250746 | END, BELL, PVC 4" SCH 40 MOLDED | 2 | EA |
| 1660 | 256546 | BEND FG 4" 90° 48"R TYP HW W/PVC CPLNGS | 2 | EA |
| 1680 | 761363 | CLAMP, STANDOFF, BRACKET 4" CONDUIT | 8 | EA |
| 1690 | 887763 | HOOK J-DRIVE 7/16" X 4¾" FETTER THD GLV | 2 | EA |
| 1700 | 929127 | GRIP CBL SUP KELLEMS1/0 15KV 1.00-1.125 | 6 | EA |
| 1710 | 1002429 | DECAL CAUT ELPWRCBLBUR BLW3X16YRFLC811 | 6 | EA |
| 1730 | 5001571 | WIRE OH INSUL #4 SD CU SOLID, 50' REEL | 89 | FT |
| 1740 | 847907 | WIRE CU 4/0 BR 19STR SD IND PRN SNO PUD2' | 80 | FT |
| 1760 | 250118 | CDT PVC 6" X 10' SCH 80 GRAY | 40 | FT |
| 1770 | 250126 | CDT PVC 6" X 20' DB-60 GRAY | 96 | FT |
| 1780 | 250762 | END, BELL, PVC 6" SCH 40 FABRICATED | 4 | EA |
| 1790 | 256570 | BEND FG 6" 90° 60"R TYP HW W/PVC CPLNGS | 4 | EA |
| 1800 | 761123 | BKT, CONDUIT, STANDOFF 15" | 24 | EA |
| 1810 | 761389 | CLAMP, STANDOFF, BRACKET 6" CONDUIT | 16 | EA |
| 1860 | 103359 | BLT MACH SS 1/2" x 1-3/4" W/BRNZ HX NUT | 24 | EA |
| 1870 | 191627 | WASHER, FLAT, RD SS 1/2" | 48 | EA |
| 1880 | 191635 | WASHER, BELLEVILLE, SPRING SS 1/2" | 24 | EA |
| 1890 | 761149 | SUPPORT CBL ¾" - 3" OD AL W/POLY TIE | 12 | EA |
| 1900 | 777089 | TRMNTN CBL 750-1100AL 15KV UG | 12 | EA |
| 1910 | 786452 | TRMNTN UG CMP 1000 AL 2HOL PDDL | 12 | EA |
| 1930 | 5001720 | TRMNTN OH CMP LUG 4/0 AAC/CU 2H PDL 90° | 12 | EA |
| 1940 | 890427 | TAG HLDR SW 4"WX23.5"L HORZ PLYMR (9TAG) | 8 | EA |
| 1950 | 1001444 | WSH SPRING ½" DBL COIL LCK GLV | 6 | EA |
| 2030 | 163999 | SCREW LAG ⅝" X 5" GLV FETTER DRIVE | 6 | EA |
| 2050 | 123828 | BLT MACH GLV ½" X 7" SQ HD W/SQ NUT | 6 | EA |
| 2060 | 215261 | CONN, CLAMP, HOT LINE #2 AL | 62 | EA |
| 2070 | 1003002 | CONN CMP 3/0-4/0 STR - #6-#2 STR CU "C" | 12 | EA |
| 2080 | 1003001 | CONN CMP 3/0-4/0STR - 1/0-2/0STR CU "C" | 12 | EA |

| PUD Item # | MID | Description | Quantity | Unit of Measure |
|------------|---------|--|----------|-----------------|
| 2090 | 211540 | CONN CMP 3/0-4/0 STR - 3/0-4/0 STR CU C | 4 | EA |
| 2100 | 5000670 | WIRE OH INSUL 4/0 SOFTDRAWN COPPER 19STR | 240 | FT |
| 2120 | 163816 | SCREW LAG ½" X 4" GLV TWIST-DRIVE | 67 | EA |
| 2130 | 872558 | XARM WOOD 2-PIN ¾" X 4¾" X7' | 1 | EA |
| 2170 | 124123 | BLT MACH GLV ⅝" X 6" SQ HD W/SQ NUT | 3 | EA |
| 2200 | 124173 | BLT MACH GLV 5/8" X 10" SQ HD W/SQ NUT | 6 | EA |
| 2210 | 896350 | PIN POLE TOP 18"L 5"&3" SPACING BTWN HLS | 9 | EA |
| 2240 | 1002030 | INSUL VRT PST VISE-TOP 15KV PLYMR | 19 | EA |
| 2250 | 895039 | PIN XARM STL ⅝" X 6½" SHANK 5"ABV ARM | 10 | EA |
| 2270 | 1001558 | PLATE, CROSSARM, REINFORCING 3-3/4" X 4" | 2 | EA |
| 2320 | 1001443 | WSH SPRING 5/8" DBL COIL LCK GLV | 83 | EA |
| 2330 | 124587 | BLT MACH GLV ¾" X 12" SQ HD W/SQ NUT | 2 | EA |
| 2340 | 196479 | WSH FLT ⅝" GLV RD 1¾" OD | 6 | EA |
| 2350 | 514811 | BKT CLUSTER MNT W/6 - ⅝" X 2½" MNT BLTS | 1 | EA |
| 2360 | 848476 | WIRE CU #4 BR SOL SD IND PRN SNO PUD 2' | 12 | FT |
| 2400 | 1001801 | PLATE GRD PL CU.06X7.5X38.5-288SQINSURF | 12 | EA |
| 2490 | 211524 | CONN CMP 2SL-2STR - 2SL-2STR CU C-CRIMP | 108 | EA |
| 2610 | 858748 | WIRE GUY ½" 7-STR GLV STL EHS | 336 | FT |
| 2620 | 880460 | DE PF GUY ½" 7W GLV CODE BLUE | 6 | EA |
| 2670 | 923426 | DEADEND STRNDVIS AUTO ½" GUY LONG BAIL | 6 | EA |
| 2710 | 858623 | WIRE GUY ⅝" 7-STR GLV STL EHS | 1,736 | FT |
| 2830 | 1001499 | CDT RIGID 2½" X 10' GLV STL W/1-CPLNG | 10 | FT |
| 2860 | 939118 | INSUL GUY STRAIN #2 ANSI 54-2 PORC 12KLB | 1 | EA |
| 2910 | 885783 | SIDEWALK, GUY, FLANGE 2-1/2" PIPE GLV | 1 | EA |
| 2920 | 885759 | SIDEWALK GUY CLAMP 2-1/2" PIPE GLV 3WIRE | 1 | EA |
| 3090 | 346107 | FUSE, T-LINK, 10 AMP (SILVER ELEMENT) | 2 | EA |
| 3100 | 630625 | XFMR OH 37.5KVA(P)240/4801Ø2BSH7.2/12.47 | 2 | EA |
| 3110 | 847139 | WIRE CU 1/0 WP 19-STR SD XLPE | 45 | FT |
| 3120 | 346157 | FUSE, T-LINK, 15 AMP (SILVER ELEMENT) | 1 | EA |
| 3130 | 630716 | XFMR OH 50KVA(R)240/480 1Ø 2BSH7.2/12.47 | 1 | EA |
| 3230 | 138025 | NAIL CU 6D 2" SLATING RING-SHANK 11 GA | 1 | LB |
| 3240 | 139114 | STAPLE CUTPNT 1½" X ¼" GLV | 5 | LB |
| 3250 | 211011 | CONN CMP AL #6-#1 - #6-#1 | 50 | EA |
| 3260 | 211029 | CONN CMP AL #3-2/0 - #6-#1 | 50 | EA |
| 3270 | 211037 | CONN CMP AL 2/0-3/0 - #6-1 - #6-1 | 50 | EA |
| 3280 | 211045 | CONN CMP AL #1-3/0 - #1-2/0 H-TYP | 50 | EA |
| 3290 | 211053 | CONN CMP AL 4/0 - #6-#2 H-TYPE | 50 | EA |
| 3300 | 211061 | CONN CMP AL 3/0-4/0 - 1-2/0 | 50 | EA |
| 3310 | 211079 | CONN CMP AL 3/0-4/0 - 3/0-4/0 | 50 | EA |

| PUD Item # | MID | Description | Quantity | Unit of Measure |
|------------|---------|--|----------|-----------------|
| 3350 | 215253 | CONN, CLAMP, HOT LINE #1 AL | 50 | EA |
| 3370 | 216368 | CONN, SPLIT BLT 4 SOL CU-CU BRNZ NO SPCR | 50 | EA |
| 3380 | 216384 | CONN SPLIT BLT 2STR CU-CU BRNZ NO SPCR | 50 | EA |
| 3390 | 216392 | CONN SPLIT BLT 1/0STR CU-CU BRNZ NO SPCR | 25 | EA |
| 3400 | 221523 | SLV CMP NEUT SEMI TENSN 2AAC/ACSR RED | 50 | EA |
| 3410 | 221531 | SLV CMP NEUT SEMI-TEN 1/0 AAC YEL | 50 | EA |
| 3420 | 221656 | SLV CMP SVC ENT 2 STR - 2 STR RED-RED | 100 | EA |
| 3430 | 221680 | SLV CMP SVC ENT 1/0 - 1/0 YEL-YEL | 100 | EA |
| 3440 | 819097 | TAPE ELEC BLACK VNYL PLAS 1½"X44'X8.5MIL | 100 | EA |
| 3450 | 819211 | TAPE ELEC PHSNG RD VNYL PLAS ½"X20' | 10 | EA |
| 3460 | 819229 | TAPE ELEC PHSNG BLU VNYL PLAS ½"X20' | 10 | EA |
| 3470 | 819237 | TAPE ELEC PHSNG WHITE VNYL PLASCT ½"X20' | 10 | EA |
| 3480 | 876675 | BKT DE END-OF-ARM 13"L X 1½"W X ¼"T | 7 | EA |
| 3490 | 905804 | STAPLE GRD MLDNG GLV 2"LX5/8"WX0.192"WIR | 200 | EA |
| 3500 | 910019 | WSH CRVD 3" SQ GLV FOR ¾" BLT | 200 | EA |
| 3520 | 923616 | CLP DEADEND #2 ACSR (HOT) STRT LINE | 25 | EA |
| 3530 | 928517 | DE CLVS RIGID #4 CU SOL FD-THU HLF-SLV | 20 | EA |
| 3540 | 928921 | DE PF #2 ACSR 6/1 STR GLV COLOR CD RED | 25 | EA |
| 3550 | 928997 | DE PF #6 AL 7 STR TRPLX COLOR CD BLU | 50 | EA |
| 3560 | 929002 | DE PF #2 TPX AL 7 STR **USE UP** | 50 | EA |
| 3580 | 1001163 | DE WEDGE SVC CLP #2 - 2/0 AAC FLEX BAIL | 75 | EA |
| 20 | 1002726 | WIR UG 1100 61STR15KV175MILEPRJKTCNCNEUT | 30,000 | FT |
| 30 | 1002906 | WIRE UG PRI TPX1/0ALSTR15KVTRXLPJKT1/3CN | 11,000 | FT |
| 40 | 5001631 | STAND 24IN SUBMERSIBLE TRAYER | 8 | EA |
| 1920 | 101569 | TRM LUG CMP 4/0 STR AL/CU 2-HOL SPD | 24 | EA |
| 2500 | 503947 | CONN EQP GRND CLP BRNZ 6 SOL-1/0 STR CU | 8 | EA |
| 2510 | 890708 | DECAL INFO THINK-SEC CON120/240V 3ØDELTA | 4 | EA |
| 2520 | 385303 | TAG CABLE CU VLT BLANK 1" X 3½" W/2-HOL | 2 | EA |
| 2540 | 891516 | TAG CBL "FEED" PLYMR BLK-ON-YEL | 3 | EA |
| 2550 | 776015 | PED SEC SML RECT 13"W X 24"L X 15"D NOM | 1 | EA |
| 2560 | 785785 | TRM BLCK UG 4-POS SEC SETSCRW TYP 10-350 | 3 | EA |
| 2570 | 250738 | END, BELL, PVC 3" SCH 40 MOLDED | 1 | EA |
| 2580 | 250499 | CPLNG PVC 3" SCH40 DEEP SCKT 8"L (MIN) | 1 | EA |
| 2590 | 250168 | CDT PVC 3" CORRUGATED FLEX (GRAY) | 4 | FT |
| 2990 | 412651 | PDLK DISPOS ¼" DIA ROTRYSHKL W/PLAS NPL | 14 | EA |
| 3000 | 637019 | XFMR PDMT300KVA(X)LFD208Y/1203Ø12.47/7.2 | 1 | EA |
| 3020 | 634510 | XFMR PDMT 50KVA(R) 240/120 1Ø12.47GY/7.2 | 3 | EA |
| 3040 | 634015 | XFMR PDMT 15KVA(L)240/120 1Ø 12.47GY/7.2 | 3 | EA |
| 3060 | 636714 | XFMR PDMT 150KVA(U)LFD208/1203Ø12.47/7.2 | 6 | EA |

| PUD Item # | MID | Description | Quantity | Unit of Measure |
|-------------------|------------|--|-----------------|------------------------|
| 3080 | 634263 | XFMR PDMT 25KVA(N) 240/120 1Ø12.47GY/7.2 | 1 | EA |
| 3150 | 785355 | ELB LB 1/0ALJKTW/SLNGKIT200A15KVW/TSTPT | 266 | EA |
| 3160 | 5001641 | ELBOW KIT, 600A CLDSHRK, 1/0-450KCMIL | 24 | EA |
| 3170 | 5001640 | ELBOW KIT, 600A CLDSHRK, 600-1250KCMIL | 78 | EA |
| 3180 | 761256 | CAP INSUL W/GRD WIR200A8.3/14.4KVLB BSH | 148 | EA |
| 3190 | 191627 | WASHER, FLAT, RD SS 1/2" | 156 | EA |
| 3200 | 761082 | NUT UNISTRUT SELF-HOLD ½"-13 UNC THD | 156 | EA |
| 3210 | 762402 | J-BOX 4WAY LB 200A15KV W/MNTBKTW/GRDNUTS | 78 | EA |
| 3220 | 761066 | CAPSCRW FLT HX-HD ½"-13 X 1" ZN PLT STL | 156 | EA |
| 3590 | 762634 | TAPE UG MRK 6"X1000'RED CAUTN EL LN BELW | 1 | EA |
| 3600 | 832130 | WIRE UG 1/0 AL 15KV TRXLP JKT CNC NEUT | 900 | FT |
| 3610 | 5000840 | SW 15KV 4-POS VFI SUBMERSIBLE | 10 | EA |
| 3620 | 762379 | FAULT INDICATOR, 1PH UG CABLE 1000 KCMIL | 297 | EA |

1

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT
EXHIBIT B**

BETTERMENTS

Joint Utility Trench – Schedule D

| Bid Item # | Description | Betterment Quantity | Bid Unit |
|-------------------|--|----------------------------|-----------------|
| 1 | Unexpected Site Changes | 13.4% | EST |
| 2 | Roadway Surveying | 13.4% | Lump Sum |
| 10 | Mobilization | 13.4% | Lump Sum |
| 11 | Project Temporary Traffic Control | 13.4% | Lump Sum |
| 12 | Uniformed Police Officer (Min Bid \$70/Hr) | 13.4% | HR |
| 13 | Traffic Control Supervisor | 13.4% | Lump Sum |
| 14 | Flaggers | 13.4% | HR |
| 36 | Gravel Borrow Incl. Haul | 1528 | TON |
| 47 | Precast Concrete Vault and Installation - Submersible Switch Vault (SNO PUD) | 2 | EA |
| 58 | PVC Conduit - 4 In. Diam. | 3250 | LF |
| 59 | PVC Conduit - 6 In. Diam. | 5780 | LF |
| 63 | Joint Utility Trench Excavation incl. Haul | 1270 | CY |
| 64 | Sand Bedding | 218 | CY |
| 65 | Red Dyed Low Strength Fluidized Thermal Backfill | 256 | CY |
| 67 | Crushed Surfacing Base Course | 150 | TON |
| 110 | Shoring or Extra Excavation Class B | 8458 | SF |

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Power Distribution – Schedule G

| Bid Item # | Description | Betterment Quantity | Bid Unit |
|-------------------|--|----------------------------|-----------------|
| 1 | Unexpected Site Changes | 8.9% | EST |
| 10 | Mobilization | 8.9% | Lump Sum |
| 236 | B1 - Vault safety systems installed per RCW 49.17 | 2 | EA |
| 237 | B2 - Padmount transformer vault grounding. (N0301, 02) | 1 | EA |
| 239 | B4 - Switching vault grounding | 2 | EA |
| 242 | D2 - Install (3) 1/0 Al 15kV URD jacketed concentric neutral cable in conduit [Cir. Feet] | 170 | LF |
| 246 | D6 - Install (3) 1100KCM Al 15kV URD cables in conduit | 2750 | LF |
| 253 | D13 - Install fault indicator (D0701, D0705) | 24 | EA |
| 254 | D14 - Racking (3) 350KCM Al or larger 15kV primary cables in a vault installed by others | 2 | EA |
| 257 | F2 - Install 75kVA thru 750kVA three-phase padmount transformer | 1 | EA |
| 258 | G1 - Wood poles 35', 40', and 45' with 1-1/2" to 3/4" crushed rock | 1 | EA |
| 272 | NA1 - (1) 36 strand ADSS Fiber Optic Cable | 5485 | LF |
| 274 | X1 - Miscellaneous 12kV construction, reconductoring, resagging, transferring and removal work | 8.9% | Lump Sum |
| 276 | X3 - Record drawings approved by DISTRICT Inspector and Engineer | 8.9% | Lump Sum |

7

CITY COUNCIL ITEM M-3

CITY OF LYNNWOOD Public Works

TITLE: Ordinances: Six-Year Capital Facilities Plan (CFP) 2021-2026 and Six-Year Transportation Improvement Program (TIP) 2021-2026

DEPARTMENT CONTACT: Sadia Faiza and David Mach

SUMMARY:

The City Council held a Public Hearing for the Six-Year Capital Facilities Plan (CFP) and Six-Year Transportation Improvement Program (TIP) on August 10, 2020. Staff recommends that the Council adopt two different ordinances (one for the CFP and one for the TIP) at the September 14, 2020 meeting.

ACTION:

- 1) Adopt ordinance _____, an ordinance adopting the Capital Facilities Plan for the City of Lynnwood for the period 2021 through 2026; and providing for an effective date, severability, and summary publication.
- 2) Adopt ordinance _____, an ordinance adopting a six-year Transportation Improvement Program (TIP) 2021-2026 for the City of Lynnwood to be filed with the Washington State Secretary of Transportation; providing for severability, and effective date, and for summary publication.

BACKGROUND:

The proposed Capital Facilities Plan (CFP) which includes the Six-Year Transportation Improvement Program (TIP) covers the next six years, 2021-2026. The projects are derived directly from the prior CFP, 2020-2025, with minor modifications. New projects are also added. All the projects are based on policies set forth in the City of Lynnwood Comprehensive Plan. Having an adopted Six-Year CFP allows the City of Lynnwood to compete for federal and state grants and to meet other state and/or federal requirements.

Capital Facilities Plan (CFP)

Consistent with RCW 36.70A.070(3) and RCW 36.70A.130, the CFP identifies specific projects including public buildings, parks and recreation facilities, transportation, utilities systems and information technologies and must be adopted yearly by the City Council. The proposed CFP and TIP Ordinances for the period of 2021-2026 are attached. The CFP report is available on the City's website at the following link: <https://www.lynnwoodwa.gov/files/sharedassets/public/administrative-services/budget-docs/2021-2026-draft-cfp.pdf>

Transportation Improvement Program (TIP)

Consistent with RCW 35.77.010 and RCW 36.81.121, the TIP identifies the transportation projects (a subset of the CFP) and must be adopted yearly by the City Council. The TIP is combined with the CFP to simplify the process.

The Planning Commission reviewed the proposed CFP on July 09, 2020 and they made a recommendation of approval and forwarded to the City Council for review and adoption. A public hearing was held on August 10, 2020 at City Council as well.

KEY FEATURES AND VISION ALIGNMENT:

Vision/Mission/Goals: The Lynnwood Community Vision states that the City is to “Invest in efficient, integrated, local and regional transportation systems”, and “be a city that is responsive to the wants and needs of our citizens.” The 2021-2026 Six-year Capital Facilities Plan supports that vision and results in important improvements to the City's infrastructure that links the City of Lynnwood's programs, policies, comprehensive plans, mission, and ultimately the Community Vision. The projects listed in this Six-year Capital Facilities Plan shows the City's commitment to listen to the needs of our citizens.

DOCUMENT ATTACHMENTS

| Description: | Type: |
|---|-----------------|
| CFP-TIP Council QA | Backup Material |
| Ordinance CFP | Ordinance |
| Draft Capital Facilities Plan 2021-2026 | Report |
| Ordinance TIP | Ordinance |

Capital Facilities Plan/Transportation Improvement Program

August 10, 2020 Public Hearing Council Questions

1) Question from Council Member Cotton: What is the status of the traffic analysis to look at alternatives to the future new city center 194th Street project through the convention center site?

Answer: The city has hired a traffic consultant to re-review the future growth anticipated for city center, the need for this new street and potential alternatives to this street. Staff plans to bring these findings back to Council at a future work session in conjunction with other City Center items later this year.

2) Question from Council Vice President Sessions and Council Member Cotton: What is the status of the School Safety? Specifically, for Lynndale Elementary and Lynndale Park?

Answer: The city has hired a consultant to assess each elementary school in the city, conduct walk audits, identify areas of concern, and develop recommendations. Staff plans to bring these findings back to Council at a future work session in September, pending scheduling.

3) Question from Council Member Hurst: What is the status of the 196th/36th pedestrian crossing safety concerns?

Answer: There have been some concerns that cars traveling eastbound on 196th and turning right to enter the freeway southbound on-ramp do not come to full stops on red lights and are generally unaware if someone is in the crosswalk. Staff has reviewed this in more detail and intends to implement some measures to help improve the situation. Construction is soon to begin on the 196th improvement project which will include various pedestrian safety improvements to this intersection including:

- Wider crosswalks
- Crosswalks with differentiated coloring/scoring
- Wider Curb Ramps
- Stop bar further back from existing stop bar for improved sight distance
- Better illumination for visibility

4) Question from Council Member Hurst: What do the letters stand for in the funding status column of the project matrix?

Answer: The various letters represent the following:

F = funded

P = partially funded

N = not funded

* = has some funding in the current biennium

Staff has added a legend to the project matrix for clarification.



ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN FOR THE CITY OF LYNNWOOD FOR THE PERIOD 2021 THROUGH 2026; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

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

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

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

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

WHEREAS, the City Council held a public hearing on August 10, 2020 on the Capital Facilities Plan provided for in this ordinance and determined that the Capital Facilities Plan in conjunction with the Capital Facilities and Utilities Elements are consistent with RCW 36.70A.070(3) and the Comprehensive Plan and are desirable and are in the public interest and welfare; and

WHEREAS, the City Council adopted Resolution 2003-16 establishing a Capital Project Authorization Process that identifies the approving ordinance (of the Capital Facilities Plan) as a plan of action wherein no final approval to proceed with specific projects is made; Projects defined in the 2021–2026 Capital Facilities Plan requires specific authorization and appropriation by the Council in a subsequent Budget approval, and

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

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

40 Capital Facilities Plan (2021-2026)", which document is incorporated and adopted herein by
41 reference. All projects in the Plan are approved for general "internal" planning purposes only,
42 and specific authorization and appropriation by the Council of a capital project shall by
43 ordinance and shall be required for each capital project of the city.

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

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

53
54 PASSED BY THE CITY COUNCIL, the 14th day of September 2020.

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57 APPROVED:

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60 _____
61 Nicola Smith, Mayor

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64 ATTEST/AUTHENTICATED:

65 APPROVED AS TO FORM:

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67 _____
68 Sonja Springer, Finance Director

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70 _____
71 Rosemary Larson, City Attorney

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80 FILED WITH ADMINISTRATIVE SERVICES: _____
81 PASSED BY THE CITY COUNCIL: _____
82 PUBLISHED: _____
83 EFFECTIVE DATE: _____
84 ORDINANCE NUMBER: _____



CAPITAL FACILITIES PLAN

2021-2026



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MEMORANDUM

Memorandum

Date: September 14, 2020

To: Lynnwood City Council
Citizens of Lynnwood

From: Nicola Smith, Mayor

Re: Capital Facilities Plan (CFP) 2021-2026

This is the CFP for the years 2021 through 2026. On September 14, 2020 Council adopted Ordinance No. ____ approving this plan. The CFP is a planning document that serves to coordinate the scheduling and funding needs for major projects undertaken by the City over the next six-year period. Projects defined in this 2021 – 2026 CFP, requires specific authorization and appropriation by the Council beyond the adoption of the 6-year TIP.

Individual project information is included.

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

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

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

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

ORDINANCE

Ordinance



ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN FOR THE CITY OF LYNNWOOD FOR THE PERIOD 2021 THROUGH 2026; AND PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, AND SUMMARY PUBLICATION.

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

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

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

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

WHEREAS, the City Council held a public hearing on August 10, 2020 on the Capital Facilities Plan provided for in this ordinance and determined that the Capital Facilities Plan in conjunction with the Capital Facilities and Utilities Elements are consistent with RCW 36.70A.070(3) and the Comprehensive Plan and are desirable and are in the public interest and welfare; and

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ORDINANCE

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INTRODUCTION

Introduction

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

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

The Utility Projects are Enterprise Funds and have a dedicated funding source. Since these projects are all managed by the Public Works Department they are grouped by element (i.e. Water, Sewer, and Stormwater).

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

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

INTRODUCTION

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

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

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

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

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

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

INTRODUCTION

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

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

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

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

INTRODUCTION

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

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

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

II. CONCURRENCY AND LEVELS-OF-SERVICE REQUIREMENTS

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

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

INTRODUCTION

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

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

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

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

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

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

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

INTRODUCTION

IV. CAPITAL FACILITIES NOT PROVIDED BY THE CITY

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

V. FUNDING SOURCES

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

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

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

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

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

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

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

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

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

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

PROJECT LIST (2021-2026)

Project List (2021-2026)

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| City of Lynnwood Six Year CFP List 2021-2026 | | | | | | PLANNED EXPENSES (\$ in thousand) | | | | | | |
|---|----------------|-----------------------|-------------------------|----------------|----------------|-----------------------------------|--------|--------|------|------|------|-----------------------|
| Project Title & Location | Project Number | Department | Project Year Identified | Location | Funding Status | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Project Total Expense |
| Police Administration Projects | | | | | | | | | | | | |
| New Justice Facility | PD2004004A | Police Administration | 2004 | Police Station | P* | | | | | | | |
| <p>Development of a new Community Justice Center which consists of a new police department, parking structure, jail addition and court remodel. The Community Justice Center will be placed on the existing Civic Justice Center site and utilize the City owned acre located directly east (adjacent) to current site.</p> <p>The Police Department has a study and pre-design concept which was refreshed and completed in late 2018. The department has been approved for design services on this project, which are underway, and are funded in the Police Department Budget for 2019-20. This infrastructure improvements are necessary to house current and future staff as well as to develop programmatic enhancements that have been conceptually presented to City Council and involve a partnership with Community Health Center of Snohomish County. The jail addition is necessary to meet best practices standards, ADA requirements and standards for State accreditation. The current facility does not meet these standards.</p> <p>The City Executive's Office, City Council and Community Health Center have all offered support in writing for this project. This project has been presented to Council and the design funding has been approved in the 2019-20 City Budget. Additionally, the City has worked with PFM financial advisors to present funding</p> | | | | | | 1,000 | 24,000 | 24,000 | 0 | 0 | 0 | 49,000 |

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

| Information Technology Projects | | | | | | | | | | | | | |
|---|------------|------------------------|------|-----|---|--|---|----|----|----|----|----|-----|
| Email Storage Increase - State Records Compliance | BP2008039A | Information Technology | 2008 | N/A | F | | | | | | | | |
| <p>Upgrade of equipment and software to allow for Email storage capacity was purchased in 2008. Phase II - eDiscovery proposed for 2013. Cataloging, Indexing, Retention, and retrieval system for all electronic media. Mandated by State Electronic Records RCW. This is necessary to meet the State Records Compliance requirements. This is a major project estimated at \$150,000. This has been delayed due to budgetary constraints, but the data requests continue to strain the existing systems and will inhibit the spirit of the law which requires a reasonable effort in response. Fines can be levied for noncompliance. Provide quick and reasonable retrieval of electronically stored documents. State mandated RCW's determined electronic records to be retained in accordance with State retention rules per agency and retention category. The city has been scanning paper to electronic documents and saving email documents for retention and retrieval since 2008. This system needs to be expanded and search capabilities enhanced to incorporate the increasing volume of stored documents. A centralized single system will be utilized to provide storage, backup, and safe management of these regulated files. Although there are retention dates and documents will be purged at different intervals, there are other documents that are for perpetuity. Ongoing maintenance and storage will be an ever-present factor. The current system was implemented in 2008 as a three year stop gap measure to address email collection and retention. That window has passed and the structure of retention has grown. A comprehensive application and proper storage allotments need to be provisioned to handle the ever-growing business needs of document control, retention, and retrieval. This is a compliance requirement from the State of Washington RCW's, Electronic Records Retention. It should be noted that the State continues to lay new public record retention requirements on Cities . Recent additions now include many new Information Technology retention requirements including network access, metadata retention and others. This has the opportunity to seriously impact our storage requirements. The Capital Budget has been adjusted to reflect these new requirements Recent decision by the Supreme Court of the State of Washington (in re: O'Neill v City of Shoreline) has impacted our document retention, storage and e-discovery processes and requirements. With the need to now store and provide "metadata" to all public records requests the need to implement our e-Discovery and Storage solutions to comply with State law has become critical.</p> | | | | | | | 0 | 60 | 40 | 40 | 20 | 20 | 180 |

| CityWide Wireless Project | BP2008031A | Information Technology | 2008 | City wide | P* | | | | | | | |
|--|------------|------------------------|------|-----------|----|---|-----|-----|-----|-----|-----|-------|
| <p>Design and implement a City wireless network that will provide 24/7 ancillary network connectivity to all Public Safety Vehicles and City Field Operations Staff. This project will expand the City 's network infrastructure to utilize private access points to provide Police, Fire, Bldg. Inspectors, and other Field Workers with direct high-speed connectivity while outside of City Facilities. This communications link will provide asset management and increase staff productivity and efficiencies by providing them access to City applications and other government agencies like NCIS, CJIS, 911 Dispatch, Hospitals, and other data sources including the Internet. This internal structure would be independent of public influence of congestion, cost increases, service loss, and business conflicts.</p> <p>Our City staff need access to these applications while in the field to increase efficiency and have access to critical data while on job sites or when responding to emergency situations. This system will enhance Public Safety access to NCIS database, CJIS database and other city provisioned services that will enhance the first responders and other city support staff's ability to respond more effectively.</p> <p>Information Services Strategic Emergency Support Plan This will increase the level of service offered to our citizens. This will require a funding source.</p> | | | | | | 0 | 288 | 150 | 250 | 250 | 250 | 1,188 |

| IT Plan: Service Enhancements (Issues, Upgrades, Improvements) | BP2005021C | Information Technology | 2005 | City wide | P* | | | | | | | |
|--|------------|------------------------|------|-----------|----|-----|-----|-----|-----|-----|-----|-----|
| <p>This funding is scheduled to address a wide variety of technology requests and service enhancements from all departments. Included is funding for:</p> <ul style="list-style-type: none"> - Web Improvements: E-Gov Transaction Services Enhancements, Streaming Video, Citizen Service Requests - Expand wireless network access locations amongst city owned sites. - Fire 15 Intelligent classroom upgrades. - Storage Expansion for continued growth and retention - Network Infrastructure enhancements replacements. <p>This wide variety of technology requests are department driven, and will enhance their service delivery to our citizens, local businesses and anyone who does business with our City. Without a centralized funding approach, each department will ask for individual funding, or expand their budget requests to include the necessary funding, and we will lose management and oversight of the projects.</p> <p>Ongoing Information Technology Plan and Technology Adjustments</p> <p>As the adoption of technology continues expand, our citizens, customers and staff come to expect this level of service from their local government. A forward-looking community will proactively provide these services before they are demanded by the public.</p> <p>E-gov services, along with other enhanced services such as Citizen Service Requests, E-Bill payment and further Wireless Network Access, when implemented, will require regular maintenance and support. An estimation of these fees is not to exceed\$ 50,000 per year.</p> | | | | | | 100 | 100 | 100 | 100 | 100 | 100 | 600 |

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

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

| Public Works Administration Projects - Building Projects | | | | | | | | | | | | |
|---|-----------|-----------------------------|------|----------------|----|-----|-------|-----|-----|-----|-----|-------|
| General Repairs and Capital Maintenance of All Municipal Buildings | 201000146 | Public Works Administration | 2010 | City Buildings | P* | | | | | | | |
| <p>This project provides a yearly pool of funds necessary for ongoing capital upkeep of the City 's municipal buildings. Detailed analysis is underway justifying yearly funding needs to provide for preventative maintenance and repair of unanticipated breakdowns in infrastructure. Former Project number BP2006029A.</p> <p>In 2011, the City conducted a facilities assessment of eight city-owned buildings to determine the condition of each and to provide recommendations as to anticipated maintenance requirements. Their report, finalized in 2012, provides a long-range prioritized list of building deficiencies with an estimated cost to repair in 2012 dollars. It became a comprehensive planning document for the Building and Property Services division of Public Works. An update to this plan is in process starting in 2020.</p> <p>The costs set forth in these reports, adjusted for inflation, provide the basis for the funds requested for capital upkeep of City buildings in the 6-year Capital Facilities Plan.</p> <p>Maintenance of existing infrastructure has been identified in Community Visioning and City Council priorities of government.</p> | | | | | | 500 | 500 | 500 | 500 | 500 | 500 | 3,000 |
| City Municipal Complex Parking and Safety Enhancements | 201200163 | Public Works Administration | 2013 | City wide | P* | | | | | | | |
| <p>Originally, the plan was to design & build an approximately 30-stall parking lot on vacant land north and west of the Lynnwood Recreation Center. This plan has been broadened to include improvements throughout the complex with no design decided upon to date.</p> <p>This parking lot expansion would provide overflow parking during peak use hours at the Lynnwood Recreation Center</p> | | | | | | 150 | 1,500 | 0 | 0 | 0 | 0 | 1,650 |

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|---|-----------|-----------------------------|------|------------------|----|-----|-----|-----|-----|-----|----|-------|
| City Buildings Space Needs Analysis | 201700101 | Public Works Administration | 2017 | City Hall Campus | F* | | | | | | | |
| A municipal buildings space needs analysis needs to be completed to look at how the City will provide space to its employees and functions as the City develops over the next 2 to 10 years and beyond. Considerations include the pending lease expiration on the Annex Building that houses our permitting functions and the future location of the Police Evidence facility. Input from ongoing studies around the City Center will be considered. Work is ongoing. | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| City Center Building Remodel | 201800101 | Public Works Administration | 2018 | City wide | N | | | | | | | |
| Pending the outcome of the Municipal Buildings Space Needs Analysis started in 2017 there are anticipated needs to remodel municipal building spaces. Depending on that analysis, the building(s) may or may not be located in the City Center area. Work is ongoing. | | | | | | 0 | 300 | 500 | 500 | 500 | 0 | 1,800 |
| Municipal Buildings: ADA Upgrades | 201900107 | Public Works Administration | 2019 | City wide | P* | | | | | | | |
| Minor remodels and enhancements of facilities to meet Americans with Disabilities Act (ADA) requirements. This program will meet Federal Requirements. | | | | | | 50 | 50 | 50 | 50 | 50 | 50 | 300 |
| Regional Veterans Hub | 202000001 | Public Works Administration | 2020 | Unknown | N | | | | | | | |
| The proposal is to acquire an estimated 2,500 square ft. building for the use of a regional veterans hub that would staff a future 1.5 FTE and provide work space of City-contracted human service providers, including a gathering space to serve veterans and their families. The preferred location would be accessible to public transportation. The regional veterans center has been a Mayor's initiative since 2015, led by the South Snohomish Veterans Task Force and recently supported by the Human Services Commission. Acquisition of the building would be with public and private funding opportunities. | | | | | | 400 | 400 | 0 | 0 | 0 | 0 | 800 |

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|--|-----------|-----------------------------|------|---------|----|----|----|---|---|---|---|-----|
| Edmonds School District Homeless Students Housing Facility | 202000002 | Public Works Administration | 2020 | Unknown | P* | 50 | 50 | 0 | 0 | 0 | 0 | 100 |
| The proposal is to build Edmonds School District Homeless Students Housing Facility. The funding of this project will come from Verdant Health District, City of Edmonds, Edmonds school district, AHA, HASCO, Snohomish County, housing hope, YWCA, Premera, Swedish and Hospital, and/or other partners. | | | | | | | | | | | | |

| Public Works Administration Projects – Water Projects | | | | | | | | | | | | |
|--|----------------|-----------------------------|------|---|----|-------|-------|-------|-------|-------|-------|-------|
| 44th Ave Missing water main Link Install | 202100001 | Public Works Administration | 2020 | 44th Ave W | F | 0 | 0 | 0 | 0 | 500 | 0 | 500 |
| Installing missing link of water main on 44th Avenue. | | | | | | | | | | | | |
| Automatic Water Meters | 201900120 | Public Works Administration | 2017 | City wide | F* | 2,000 | 0 | 0 | 0 | 0 | 0 | 2,000 |
| Replace traditional style mechanical water meters with automatic, radio read meters. The automatic water meters are more accurate and eliminate the need for field read water meters. The project will improve water tracking and efficiency. | | | | | | | | | | | | |
| Rebuild Pressure Reducing Water Valve No. 2 | 201900123 | Public Works Administration | 2017 | 40th Ave W at approximately 19500 block | F* | 320 | 0 | 0 | 0 | 0 | 0 | 320 |
| Improving and rebuilding pressure reducing valve #2, leading to construction of the recommendation. This valve station currently is in a confined space with inadequate space for maintenance and poor ventilation leading to increased corrosion. Valve function is critical for the needs of the City Center. | | | | | | | | | | | | |
| Water Main Replacement | WA200605 0A | Public Works Administration | 2006 | City wide | P* | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 6,000 |
| Annual watermain replacement program of 4" undersized mains and deteriorated steel mains based on yearly analysis of repair. There exist many dead-end, 4" watermains serving various cul-de-sacs throughout the City. Maintenance records and the comp plan will be consulted to determine the most appropriate sequence for upgrading these undersized mains to 6" or 8" mains. | | | | | | | | | | | | |

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

| Public Works Administration Projects – Sewer Projects | | | | | | | | | | | | |
|---|-----------|--------------------------------|------|---|----|------|------|---|---|---|-------|-------|
| WWTP: Renovate Building No.1 and 2 | 200500135 | Public Works Administration | 2005 | Wastewater Treatment Plant | F* | | | | | | | |
| Building No. 2 is a prefabricated steel structure at the WWTP. The building is showing signs of serious corrosion due to the damp and corrosive atmosphere found in the building. A structural analysis and report have been conducted to assess the condition of the building and to determine what renovations are needed to extend the useful life of the building. The project is scheduled for construction starting in 2020. | | | | | | 4000 | 2000 | 0 | 0 | 0 | 0 | 6000 |
| Lift Station No. 4 Relocation | 201000144 | Public Works Administration | 2010 | 18200 block Alderwood Mall Parkway | P* | | | | | | | |
| Rebuild/relocate Sanitary Sewer Lift Station No. 4. Lift Station 4 is at capacity. | | | | | | 0 | 0 | 0 | 0 | 0 | 3,000 | 3,000 |
| Lift Station No. 10 Flood Protection | 201600102 | Public Works Administration | 2016 | 46 th Avenue West north of I-5 | F* | | | | | | | |
| Sanitary Sewer Lift Station #10 is located between the Lynnwood Transit Center to the North and I-5 to the south. It is located within the 100-year flood plain of Scriber Creek, just upstream of the culvert conveyance of Scriber Creek under I-5. The finished floor elevation of the station is located 6" above the 100-year flood plain elevation. Since its construction in 1993, Lift Station #10 has experienced several flooding events that have presented recurring risks to the necessary ongoing operation of the lift station. Lift Station #10 is a critical facility that supports Alderwood Mall, Lynnwood City Center, commercial business and multi-family residential corridors along 196th Street SW (SR 524) and 200th Street SW, and the surrounding area. A flood protection analysis was performed in 2014. Lift Station infrastructure protection is currently in design that will protect the lift station above the finish floor elevation. | | | | | | 500 | 0 | 0 | 0 | 0 | 0 | 500 |

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|--|-------------|-----------------------------|------|---|----|-------|-------|-------|-------|-------|-------|-------|
| Lift Station No. 10 Sewer Pump Improvements | 201900108 | Public Works Administration | 2013 | 46 th Avenue West north of I-5 | F* | | | | | | | |
| Install new sewer pumps including required electrical and building modifications, modify the wet well pump intakes (pre-rotation basin), improve pump removal system (longer hoist beam) including required building modifications, evaluate a piped inlet system to reduce off-gassing produced by the free-fall/turbulent flow at the Influent Splitter Box, install wetwell fresh air exchange and odor control system updates (potential blower motor upsize including electrical and carbon canister). The project is necessary due to the amount of rags coming into the pump station, and the problems they cause. | | | | | | 1,500 | 0 | 0 | 0 | 0 | 0 | 1,500 |
| New Storage Building at Lift Station No. 16 | 201900110 | Public Works Administration | 2018 | 19400 block 56 th Ave W | F* | | | | | | | |
| Additional space is needed for the water and sewer department due to constraints at the LOMC. This building will provide much needed storage and parking. | | | | | | 600 | 0 | 0 | 0 | 0 | 0 | 600 |
| WWTP: Fiber Optic Installation | 201900118 | Public Works Administration | 2017 | 76th Ave W to the Wastewater Treatment Plant (WWTP) | F | | | | | | | |
| The WWTP currently leases fiber optic communications from a 3rd party. This project would install approximately 1/4 mile of fiber optic from existing City owned fiber into the treatment plant, eliminating the need to lease communications from others. Increased communication reliability to the WWTP is key for this project. | | | | | | 500 | 0 | 0 | 0 | 0 | 0 | 500 |
| WWTP: Equipment Replacement | SE1997004 A | Public Works Administration | 1997 | Wastewater Treatment Plant | P* | | | | | | | |
| The treatment facility operates using a substantial amount of mechanical equipment, all of which is subject to failure. Equipment and equipment components are replaced as necessary for proper plant operation. The project will replace equipment on an annual basis due to wear. (Ongoing Project) | | | | | | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 6,000 |

| | | | | | | | | | | | | |
|---|----------------|-----------------------------|------|-------------------------------|----|-------|-----|-----|-------|-------|---|-------|
| Infiltration/Inflow Analysis/Corrections | SE1999021 A | Public Works Administration | 1999 | City wide | P | | | | | | | |
| Locations where storm or groundwater leak into the sanitary sewer system are hard to find and result in excess flows in the system. Wet and dry weather flows are compared by using flow monitoring equipment to locate general areas that may need repair. Television inspection reveals specific problem areas for correction. This project is for analysis of the sewer system. The project works towards the elimination of storm and ground water from entering into the sanitary sewer. This is a continuing program as the system ages and requires more maintenance. | | | | | | 0 | 500 | 500 | 1,000 | 1,000 | 0 | 3,000 |
| Lift Station No. 8: Replacement | SE2005049 A | Public Works Administration | 2005 | 3105 Alderwood Mall Boulevard | F* | | | | | | | |
| Secure a new, larger site and replace Sanitary Sewer Lift Station No. 8 with a new lift station. Lift Station No. 8 services Alderwood Mall and the surrounding area and will soon reach capacity. The project includes purchase of a larger site and construction of Forcemain #8. The project is currently under construction. | | | | | | 1,000 | 0 | 0 | 0 | 0 | 0 | 1,000 |
| Sewer Line Replacement | SE2006053 A | Public Works Administration | 2006 | City wide | P* | | | | | | | |
| Annual Sewer Line Replacement Program to repair and replace failing sewer lines. As the infrastructure ages, sewer lines fail. These need to be repaired or replaced to assure efficient operation of the sewerage system and to protect groundwater from contamination. Near Term Projects are needed to support Lift Stations 4 and 8 replacement. | | | | | | 500 | 500 | 500 | 500 | 500 | 0 | 2,500 |
| WWTP Hillside Slope Assessment | 201900121 | Public Works Administration | 2018 | Wastewater Treatment Plant | F* | | | | | | | |
| Investigation by a geotechnical engineer to evaluate the hillside on the north side of the WWTP. The City has identified a need to acquire some of the property, and a study is needed to address steep geologically hazardous slopes, as well as the stability of the hillside for the benefit of the property | | | | | | 126 | 0 | 0 | 0 | 0 | 0 | 126 |

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

| Public Works Administration Projects – Storm Water Projects | | | | | | | | | | | | |
|---|-----------|-----------------------------|------|------------------------|----|-----|-----|-----|-----|-----|-----|-----|
| Funding for Strategic Opportunities to Improve the Stormwater Management Program | 201900114 | Public Works Administration | 2018 | City wide | P* | 107 | 110 | 114 | 118 | 122 | 126 | 697 |
| Unanticipated opportunities arise throughout the year which may be advantageous for the City. These may include property and easement acquisitions, participating in public / private partnerships, infrastructure improvements, etc. This would program some money to allow the City to take advantage of these unforeseen opportunities when they present themselves. | | | | | | | | | | | | |
| 188th Street SW Flood Wall | 201900117 | Public Works Administration | 2019 | 55 th Ave W | P* | 320 | 0 | 0 | 0 | 0 | 0 | 320 |
| Construct about 200 linear feet of a short, approximately 1.5-ft. high concrete wall along the north side of 188th St SW to reduce the frequency of roadway overtopping and provide additional flood storage upstream. 188th St SW currently overtops during a 10-year storm event. The project was identified and evaluated as part of the Scriber Creek Corridor Management Plan, 2016. | | | | | | | | | | | | |
| Annual Storm System Rehabilitation and Replacement | 201900113 | Public Works Administration | 1998 | City wide | P* | 100 | 100 | 100 | 100 | 100 | 100 | 600 |
| Annual repair of damaged and worn catch basins, stormwater pipe, and other stormwater infrastructure. Drainage infrastructure gets damaged and broken and can cause flooding and be hazardous. Identified originally in the Stormwater Comprehensive Plan, 1998. | | | | | | | | | | | | |

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|--|-----------|-----------------------------|------|-----------------|----|-----|-----|-----|-----|-----|-----|-------|
| Scriber Creek Culvert Replacement 191st Street SW | 200900121 | Public Works Administration | 2009 | 191st Street SW | P* | | | | | | | |
| <p>Replace existing 48-inch diameter culvert with a 42-foot long, 8-by-5-foot precast concrete 3-sided culvert that accommodates fish passage. Improved public safety, increased flow conveyance capacity, improved instream habitat, and improved fish passage.</p> <p>Scriber Creek overtops 191st St SW in a 20-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties. This culvert also contributes to flooding of the roadway and single-family residences at 190th Street.</p> <p>Project to be included or modified upon conclusion of study identified in CFP #201200162 (Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake).</p> | | | | | | 0 | 0 | 0 | 0 | 117 | 569 | 686 |
| Scriber Creek Culvert Replacement 190th Street SW | 200900124 | Public Works Administration | 2009 | 190th Street SW | P* | | | | | | | |
| <p>Replace existing 6-by-4-foot precast concrete box culvert with a 46-foot long, 10-by-4-foot precast concrete 3-sided culvert that accommodates fish passage. Scriber Creek overtops 190th Street SW in a 10-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties.</p> <p>Project to be included or modified upon conclusion of Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake CRP # 201200162</p> | | | | | | 292 | 292 | 292 | 292 | 138 | 292 | 1,598 |
| Scriber Creek Culvert Replacement 189th Street SW | 200900125 | Public Works Administration | 2009 | 189th Street SW | P* | | | | | | | |
| <p>Replace Existing 42-inch diameter culvert with a 42-foot long, 12'-4"-by-7'-9" corrugated metal pipe arch that accommodates fish passage.</p> <p>Scriber Creek overtops 189th Street SW in a 10-year recurrence interval flood event, disrupting traffic, endangering motorists and pedestrians, and causing flooding damage to adjacent properties.</p> <p>Project to be included or modified upon conclusion of study identified in CFP#201200162 (Scriber Creek Flood Reduction Study: SR-99 to Scriber Lake).</p> | | | | | | 0 | 0 | 0 | 0 | 122 | 292 | 414 |

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| Street Edge Runoff Treatment Retrofits | 200900131 | Public Works Administration | 2009 | Hall Lake Basin | N | | | | | | | |
| Installation of compost-amended soil, small trees, shrubs, and ground cover in roadside swales, and decreasing street width (e.g., impervious area) within the existing right-of-way at various locations. Nutrient and metals loading to Hall Lake and downstream water bodies from urban development in the watershed. 2009 Surface Water Management Comprehensive Plan Project #WQ-2. | | | | | | 0 | 250 | 0 | 0 | 0 | 0 | 250 |
| Golde Creek Stormwater Pond Retrofit | 200900132 | Public Works Administration | 2009 | Golde Creek Stormwater Pond | P | | | | | | | |
| Conversion of a drainage ditch along the south side of Alderwood Mall Parkway between 28th Avenue and Poplar Way to a bioretention swale. Sedimentation in Golde Creek due to runoff from urban development in the watershed. Potential source of fecal coliform bacteria in Swamp Creek downstream (which has a TMDL for fecal coliform bacteria). 2009 Surface Water Management Comprehensive Plan Project # WQ-3A. | | | | | | 200 | 0 | 0 | 0 | 0 | 0 | 200 |
| 180th St. SW Bioretention Swale | 200900134 | Public Works Administration | 2009 | 180th St. SW Bioretention Swale | P | | | | | | | |
| Installation of compost-amended soil, small trees, shrubs, ground cover, and permeable pavement walkway within the existing right-of-way way. Stormwater runoff from urban development transports sediment, oil and heavy metals into Scriber Creek. 2009 Surface Water Management Comprehensive Plan Project #WQ-4. | | | | | | 0 | 75 | 162 | 0 | 0 | 0 | 237 |

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| Removal of Diversion Structure and Oil/Water Separator downstream of 196th Street SW | 202000005 | Public Works Administration | 2020 | Scriber Creek and 196 th vicinity | P* | 0 | 0 | 93 | 315 | 0 | 0 | 408 |
| Remove the diversion structure downstream of 196th Street SW that currently backs up water for an ineffective oil/water separator and incorporate necessary fish passage improvements to the existing 196th Street SW culverts, such as a fish passage weir or boulder riffle, to provide minimum water depths for fish passage and channel bed stability downstream of the culverts. Remove the oil/water separator downstream of 196th Street SW and replace it with an alternative stormwater treatment type that meets current stormwater regulations and code requirements. | | | | | | | | | | | | |
| Parkview Plaza Culvert Replacement | 202000007 | Public Works Administration | 2020 | Parkview Plaza at 195 th and Scriber Creek | P | 0 | 129 | 413 | 0 | 0 | 0 | 542 |
| Replace driveway and culvert to Parkview Plaza (Lighthouse Diving Center) by replacing the existing 60-inch diameter culvert with a 12.5-ft wide by 5.5-ft high concrete box culvert, and by raising the bank on the west side of the culvert. The Parkview Plaza culvert is undersized. The culvert overtops in the 100-year event and contributes to flooding at Old 196th Street. The backwater created by this undersized culvert encourages Scriber Creek to jump its banks and flood Old 196th Street. | | | | | | | | | | | | |

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| Scriber Creek Culvert Replacement at Casa Del Rey Condominiums Driveway | 202000008 | Public Works Administration | 2020 | Casa Del Rey Condominiums at 195 th and Scriber Creek | P | | | | | | | |
| <p>Replace the existing combination of angled twin 42-inch diameter concrete and CMP culverts with one flow-aligned 12.5-ft wide by 5.5-ft tall precast 3-sided concrete culvert. The inlets and outlets of these culverts are askew from the north-south alignment of the creek, and about halfway across the street, they take a sharp approximate 90-degree bend. Scriber Creek overtops the driveway in a 100-year recurrence interval flood event, endangering motorists and pedestrians and causing flooding damage to adjacent properties and several condominium residences.</p> <p>The replaced culvert provides a 100-year level of protection from flooding, resulting in improved public safety, increased flow conveyance capacity, improved instream habitat, and improved fish passage.</p> | | | | | | 0 | 0 | 133 | 662 | 0 | 0 | 795 |
| Stormwater Storage (188th St SW) | 202000009 | Public Works Administration | 2020 | Scriber creek in the 188 th St Vicinity | P* | | | | | | | |
| <p>Maximize flood storage and floodplain reconnection within the City-owned vacant property located north of 188th Street SW. This improvement would include excavating portions of the property to create new wetlands and also provide flood storage.</p> | | | | | | 115 | 450 | 0 | 0 | 0 | 0 | 565 |

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| Installation of small berms | 202000010 | Public Works Administration | 2020 | Eunia Plaza and Flynn's Carpets vicinity at about 186 th and SR 99 | P | 0 | 0 | 0 | 61 | 216 | 0 | 277 |
| <p>Berm open channel segments of Scriber Creek between driveway culverts near Flynn's Carpets, the Old Buzz Inn, and Eunia Plaza to protect low-lying areas of adjacent properties.</p> <p>Backflow prevention and a pipe extension (potentially to Scriber Creek at north end of City Park Property north of 188th St) to collect runoff from low parking areas would be required.</p> <p>Scriber Creek overtops its banks in the 10-year event causing flooding of adjacent business parking lots and access.</p> | | | | | | | | | | | | |
| Stormwater Infrastructure Management Plan | 202000013 | Public Works Administration | 2020 | City wide | N | 107 | 110 | 0 | 0 | 0 | 0 | 217 |
| <p>Develop a work plan that the City can follow to properly map and manage their stormwater infrastructure as a systematic, progressive, and prioritized program for rehabilitating or replacing infrastructure as it reaches the end of its design life. The plan will spread out and normalize capital infrastructure replacement expenditures over time.</p> | | | | | | | | | | | | |
| 44th Avenue Flood Notification Signage | 202000014 | Public Works Administration | 2020 | 20700 block 44 th Ave W | F | 0 | 43 | 154 | 0 | 0 | 0 | 197 |
| <p>The Scriber Creek crossing of 44th Avenue West occasionally is inundated with floodwaters during large storms. This project will construct automatic signs that deploy when the road is flooded to warn motorists that there is water on the roadway.</p> | | | | | | | | | | | | |

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

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| 44th Avenue W. roadway raising at Scriber Creek crossing (Phase 2) | SD2003017 B | Public Works Administration | 2003 | 20700 block 44 th Ave W | N | | | | | | | |
| <p>This project is the second phase of the completed project SD2003017A. The existing roadway has experienced substantial settlement due to poor underlying soils. Scriber Creek has experienced substantial sediment accumulation resulting in a higher creek profile. As a result, roadway flooding occurs during high storm events and is expected to increase in frequency as roadway settlement and creek siltation continues. The first phase of the project installed beaming and a pump. Phase two will raise the existing roadway. A separate project is also included that would install an automatic warning sign during flooding.</p> <p>Raising roadway is necessary to alleviate seasonal flooding.</p> <p>2009 Surface Water Management Comprehensive Plan Project #FL-5.</p> | | | | | | 0 | 0 | 0 | 0 | 5,550 | 0 | 5,550 |
| Raise Old 196th Street SW | 202000006 | Public Works Administration | 2020 | Vicinity of 56 th Ave W | P* | | | | | | | |
| <p>Raise the low portions of Old 196th Street roadway about 1 foot to elevation 342 ft (NAVD 88 vertical datum) starting near the west end of the bridge that provides pedestrian access to Wilcox Park. This project would also raise the access driveways for the Great Floors and Parkview Plaza buildings to meet the new elevation of Old 196th Street.</p> <p>Raising the roadway would improve access to Parkview Plaza and provide protection from roadway overtopping during the 100-year event, and improved public safety.</p> | | | | | | 370 | 0 | 0 | 0 | 0 | 0 | 370 |
| Neighborhood Traffic Calming Program | 200800103 | Public Works Administration | 2008 | City wide | F* | | | | | | | |
| <p>Institute a City-wide Neighborhood Traffic Calming Program to address traffic issues on local streets and to afford continued protection to neighborhoods.</p> | | | | | | 50 | 50 | 50 | 50 | 50 | 50 | 300 |
| Removal of structures at Scriber Lake Inlet | 202000005 | Public Works Administration | 2020 | Scriber Lake | F | | | | | | | |
| <p>Remove structures at Scriber Lake Inlet design and construction.</p> | | | | | | 245 | 0 | 0 | 0 | 0 | 0 | 245 |

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| 180th St SW LID Retrofits | 202000006 | Public Works Administration | 2020 | 180th St SW | F | 200 | 0 | 0 | 0 | 0 | 0 | 200 |
| LID retrofits. | | | | | | | | | | | | |
| 44th Ave Flood Notification Sign | 202000007 | Public Works Administration | 2020 | 44th Ave | F | 50 | 0 | 0 | 0 | 0 | 0 | 50 |
| Installing notification sign. | | | | | | | | | | | | |

| Public Works Administration Projects – Transportation Projects | | | | | | | | | | | | |
|---|-----------|--------------------------------|------|---|----|-----|--------|--------|-------|-----|-------|--------|
| City Center: New Road - 42nd Ave W | 200800105 | Public Works Administration | 2008 | Alderwood Mall Blvd to 194 th Street SW | P* | | | | | | | |
| <p>Construct a new road from Alderwood Mall Blvd. to 194th St SW to provide access to adjacent buildings, to distribute traffic, and to shorten blocks to facilitate pedestrian traffic.</p> <p>This roadway is part of an integrated package or transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Centers designated in the PSRC's Vision 2040.</p> <p>The project has received a federal grant for design work.</p> | | | | | | 730 | 16,610 | 22,337 | 5,727 | 0 | 0 | 45,404 |
| 33rd Ave W Extension | 200800108 | Public Works Administration | 2008 | 33 rd Ave W to 184 th St SW | N | | | | | | | |
| <p>This project will realign 33rd Ave to the new intersection at 33rd Ave W and 184th St SW (the intersection constructed to access Costco).</p> <p>This project will likely be funded by a combination of local funds, grants, and a possible contribution by Alderwood Mall.</p> <p>The road will provide a much needed second route to the western side of Alderwood Mall from the north. It will allow traffic to by-pass the intersection of 184th St SW and Alderwood Mall Parkway which is at capacity much of the time. This extension will also become critical when the Poplar Bridge extension is completed which connects to 33rd Avenue West to the south.</p> <p>This project was one of the projects identified in the City Center Access Study.</p> | | | | | | 0 | 0 | 0 | 220 | 550 | 2,430 | 3,200 |

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| City Center: New Road - 194th St SW | 200900101 | Public Works Administration | 2009 | 40 th Street SW to 33 rd Avenue West | N | | | | | | | | |
| <p>Construct a new road from 40th Ave W to 33rd Ave W to provide access to adjacent buildings, to distribute traffic, and to shorten blocks to facilitate pedestrian traffic.</p> <p>This project will provide access and internal circulation to the City Center area. It will also provide for and encourage the pedestrian traffic desired in the City Center.</p> <p>This project is part of an integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Centers designated in the PSRC's Vision 2040. Initial work includes conducting analysis to review various alignment alternative to verify location of this new street.</p> | | | | | | 0 | 0 | 0 | 0 | 5300 | 10800 | 16100 | |
| City Center Gateway: I- 5/44th Ave W Underpass Improvements | 201400166 | Public Works Administration | 2014 | I-5/44th Ave W | P* | | | | | | | | |
| <p>Improve the pedestrian access and gateway of the Interstate 5 underpass along 44th Ave. W. The City Center Streetscape Plan, Gateway Concept provides conceptual design and improvements at this designated gateway area.</p> <p>The underpass is a gateway into the City Center. These gateways are designated to present a positive image to the community. Improving this gateway area will increase pedestrian accessibility and improve the image of Lynnwood and its City Center.</p> <p>This project ranked # 3 for City Center pedestrian projects to pursue in City Council Resolution 2014-15.</p> | | | | | | 345 | 2,308 | 0 | 0 | 0 | 0 | 2,653 | |

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

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

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| Traffic Signal (48th Ave W & 194th St SW) | 202000026 | Public Works Administration | 2020 | 48th Ave W & 194th St SW | N | 0 | 100 | 400 | 0 | 0 | 0 | 500 |
| This intersection has been identified as a future location for a signalized intersection. It is anticipated that future growth will increase traffic at the location and that warrants will be met in the future justifying the improvement. | | | | | | | | | | | | |
| School Safety Improvements | 201900124 | Public Works Administration | 2018 | City wide | P* | 50 | 0 | 0 | 0 | 0 | 0 | 50 |
| Added per Council request Sept 24, 2018 during budget discussions. Concerns from residents near schools, particularly Lynndale Elementary, prompted the need for a study of conditions surrounding schools. Area of concern include traffic patterns and available safe walk routes. The study will identify various potential improvements to be considered for implementation. | | | | | | | | | | | | |
| 48th Ave W Bike and Ped Improvements | 2016001010 | Public Works Administration | 2016 | Lynnwood Transit Center to 194 th | P* | 0 | 0 | 300 | 300 | 300 | 2,000 | 2,900 |
| Project will enhance this critical pedestrian and bicycle connection between the Lynnwood Transit Center and transit service along 196th Street SW. It will also provide an improved connection between the transit center and the neighborhoods to the north. A partnership with Sound Transit is anticipated for the project. | | | | | | | | | | | | |
| City Center (46th Ave W) | 202000027 | Public Works Administration | 2020 | 46th Ave W | N | 0 | 0 | 0 | 3,300 | 7,800 | 8,500 | 19,600 |
| This new City Center roadway would connect 196th Street SW through private properties to the signalized 46th Intersection at 200th Street SW that is the future entrance to the Light Rail Station. Talks are underway with the property owner who would construct a portion of the roadway. | | | | | | | | | | | | |

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| City-Wide Sidewalk and Walkway Program | ST1997018 A | Public Works Administration | 1997 | City wide | P* | | | | | | | |
| <p>Construct new asphalt shoulders, walkways or sidewalks to those roads. Included on the City's Pedestrian Skeleton System. This program is designed to fill in those areas lacking continuous sidewalks. Per the 2015 Transportation Element, The Pedestrian Skeleton consists of 104 miles, of which 85 miles or 82% is complete today. The project supports Transportation Element of policy T-4.1. This program will require a policy discussion with City Council to determine appropriate allocations. Project is ongoing as funds are available.</p> | | | | | | 500 | 500 | 500 | 500 | 500 | 500 | 3,000 |
| Pavement Management Program | ST1997031 A | Public Works Administration | 1997 | City wide | P* | | | | | | | |
| <p>Repair or reconstruct and overlay the City's streets as recommended by the analysis in the pavement management system. The maintenance program to resurface or rebuild City streets is necessary to improve their rideability and, their useful life span, and avoid the cost that comes with the degradation of infrastructure if it is not kept up appropriately. The sources of funds for this yearly effort include Transportation Benefit District funds. Funding at lower levels would result in deferred maintenance and a deterioration in the condition of the street surface and significantly increased costs of repair in the future. Project is ongoing.</p> | | | | | | 1,725 | 1,725 | 1,725 | 1,725 | 1,725 | 1,725 | 10,350 |

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|--|----------------|--------------------------------|------|--|----|-----|-----|-----|-------|-----|-------|-------|
| New Road: Maple Road Extension | ST1998036 A | Public Works Administration | 1998 | 32nd Ave W to Alderwood Mall Parkway (near Costco) | N | 0 | 0 | 173 | 1,764 | 0 | 0 | 1,937 |
| <p>Construct a new road. The project schedule is dependent on development occurring along the proposed route of the road. The project would also allow the re-configuration of the traffic signal just west of Alderwood Mall Parkway on Maple Road to provide more queue space and reduce congestion.</p> <p>The funding would be participation by adjacent landowners at time of development and dedication of right -of-way as a condition of development.</p> | | | | | | | | | | | | |
| Expanded Road: 52nd Ave W | ST1999041 A | Public Works Administration | 1999 | 168th St SW to 176th St SW | N | 0 | 0 | 0 | 236 | 176 | 2,537 | 2,949 |
| <p>Install sidewalks and associated widening to make this a three-lane facility with bike lanes.</p> <p>This project will provide needed pedestrian facilities along this section of 52nd Avenue W.</p> <p>This project will require grant and local funding.</p> | | | | | | | | | | | | |
| Traffic Signal Rebuild Program | ST2002044 A | Public Works Administration | 2002 | City wide | P* | 300 | 300 | 100 | 100 | 100 | 100 | 1,000 |
| <p>This program will systematically rebuild Lynnwood's aging traffic signal inventory. Lynnwood owns and operates about 65 traffic signal that vary in age from recently built to decades old. This program will inventory and analyze all components of the system and lay out a plan for replacement of needed components as they age and reach the end of their working life.</p> <p>The City first began installing signals in the 1970's which means many signals have reached the end of their expected life. The normal life for internal signal equipment is 10 to 20 years. The normal life for housing and supports is 15 to 25 years. Furthermore, parts are no longer available for some of the older signals.</p> | | | | | | | | | | | | |

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| Funding for this program comes from the Transportation Benefit District, but not enough funds are available to fully fund the program. Ongoing replacement of aging traffic signals will minimize breakdowns and maintain safety in traffic flow throughout the City. | | | | | | | | | | | | |
| Intersection Improvements (52nd & 176th) | ST2002052 A | Public Works Administration | 2002 | 52nd Ave W and 176th St SW | N | | | | | | | |
| Future project to build a roundabout or a fully actuated signal with mast arm supports, illumination, and telemetry interconnect. This signal will improve both access and safety at this intersection. Anticipated funding to be from grants and local match. Staff has made channelization modifications over the past decade at this location to enhance safety. This is another location that staff is monitoring to ascertain when growth and conditions warrant the installation. | | | | | | 0 | 0 | 0 | 0 | 45 | 462 | 507 |
| City Center: Expanded Road: 196th St SW (SR-524) | ST2003068 A | Public Works Administration | 2003 | 48th Ave W to 37th Ave W | F* | | | | | | | |
| The additional capacity is needed to keep projected City Center traffic flowing at an acceptable LOS during the afternoon peak hour. The project was identified in the City Center traffic analyses and is necessary to shorten traffic delays caused by future growth. The project is fully funded through state and federal grants, and local match funds. The project is expected to be bid in late 2019 with two seasons of construction to start in 2020. This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040. | | | | | | 12600 | 12600 | 2100 | 0 | 0 | 0 | 27,300 |

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|--|----------------|--------------------------------|------|--------------------------------|----|-----|-----|-------|-------|-------|-------|--------|--|
| Expanded Roadway: 200th St SW | ST2003069 A | Public Works Administration | 2003 | 64th to Scriber Lk Rd | N | | | | | | | | |
| Widen 200th Street SW to accommodate growth, especially in the City Center. This project is part of the integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in PSRC's Vision 2040. This project will provide an alternative route to 196th St SW. | | | | | | 0 | 0 | 0 | 0 | 0 | 500 | 500 | |
| City Center: Expanded Road: 200th St SW | ST2005076 A | Public Works Administration | 2005 | 48th Ave W to 40th Ave W | N | | | | | | | | |
| Widen 200th St SW from three lanes to 5/7 lanes with bike lanes and wide sidewalks and turning lanes at the 44th Ave W/200th St SW intersection. This project will provide an alternative East/West route to 196th St SW. The intersection improvements will improve traffic flow through this area for auto, freight and buses. This project is part of an integrated package of transportation improvements needed to support the development of the City Center to the urban densities envisioned for the Urban Center designation in Vision 2040. | | | | | | 0 | 0 | 1,000 | 5,000 | 2,600 | 2,800 | 11,400 | |
| City-Wide Sidewalk and Walkway Program - ADA Ramps | ST2006018 B | Public Works Administration | 2006 | City wide | P* | | | | | | | | |
| Add ADA compliant handicap ramps to street corners. The City is required by Federal law to make all city facilities ADA (Americans with Disabilities Act) compliant. This program will require a policy discussion with Council to determine appropriate allocations. Presently, the Transportation Benefit District funds this project and work is ongoing. | | | | | | 127 | 127 | 127 | 127 | 127 | 127 | 762 | |

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| City-Wide Sidewalk and Walkway Program - Operations and Maintenance | ST2006018 C | Public Works Administration | 2006 | City wide | P* | 50 | 50 | 50 | 50 | 50 | 50 | 300 |
| <p>Funds are made available for City street crews to perform light capital repair of existing sidewalks.</p> <p>Assure the safety of pedestrians. The Transportation Benefit District currently provides funding for this project.</p> <p>Project is on-going as funds are made available.</p> | | | | | | | | | | | | |
| Poplar Extension Bridge | ST2006088 A | Public Works Administration | 2006 | 33rd Ave W to Poplar Way | P* | 3,200 | 15,000 | 15,000 | 3,800 | 0 | 0 | 37,000 |
| <p>This project will construct a bridge across I-5 to connect Poplar Way with 33rd Ave W.</p> <p>This project was the second highest priority project identified by the City Center Access Study. The project will provide a more direct route to northbound I-5 at Poplar Way and will alleviate congestion along Alderwood Mall Parkway and along 196th St SW.</p> <p>This project ranked number #4 for City Center transportation projects to pursue in City Council Resolution 2014-15.</p> <p>Project has secured \$3.2M in grants for design and \$3.05M for right of way. These phases are nearing completion. The City is actively pursuing state and federal funds for the construction phase of the project that exceeds \$30 million.</p> | | | | | | | | | | | | |
| Beech Road Improvements | ST2006092 A | Public Works Administration | 2006 | 18700 block to Maple Road | P* | 3,300 | 0 | 0 | 0 | 0 | 0 | 3,300 |
| <p>This project will construct two extensions of Beech Road.</p> <p>This project will provide much needed additional access and circulation to the properties located east of Alderwood Mall Parkway along I-5 as they develop/redevelop.</p> <p>These extensions will likely be funded by a combination of Developer contributions, mitigation fees, grants and local funds.</p> | | | | | | | | | | | | |

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| North Link LRT Extension | 202000028 | Public Works Administration | 2020 | Lynnwood to Everett | N | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lynnwood will be heavily involved in the planning and design of this critical transportation improvement that will cut directly through Lynnwood's urban growth area. | | | | | | | | | | | | |

| Parks, Recreation & Cultural Arts Projects | | | | | | | | | | | | | |
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| Lynnwood Golf Course Pro Shop Renovations | 201200152 | Parks, Recreation & Cultural Arts | 2012 | Golf course | N | | | | | | | | |
| <p>Development of a food and beverage indoor dining service in the Golf Course Pro -Shop. Project is identified in the approved 2012-2016 LMGC Business Plan.</p> <p>This project would remodel the Pro Shop with a snack bar area that would provide indoor dining and beverage service, an expanded menu and allow for increased hours of operation. Project would provide revenue from increased sales, increased hours of operation and increased of rounds of golf.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Park improvements enhance level of service to park users.</p> | | | | | | | 200 | 0 | 0 | 0 | 0 | 0 | 200 |
| South Lynnwood Park Improvements | 201300155 | Parks, Recreation & Cultural Arts | 2013 | 208th St SW and 61st st Ave W | P* | | | | | | | | |
| <p>Replace play equipment and improve accessibility to park developed in 1978.</p> <p>Improvements are needed to provide a safe and accessible recreation space for the neighborhood.</p> <p>Improvements meet objectives stated in the Parks and Recreation Comprehensive Plan and the Comprehensive Plan - high quality design to promote public safety, security and ADA accessibility and response to community needs.</p> <p>Park improvements enhance level of service to park users.</p> | | | | | | | 0 | 3,295 | 0 | 0 | 0 | 0 | 3,295 |

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| Recreation Center Covered Walkway | 201500102 | Parks, Recreation & Cultural Arts | 2019 | Recreation Center | N | 0 | 250 | 0 | 0 | 0 | 0 | 250 |
| Weather shelter to cover front walkway for swim line patrons. | | | | | | | | | | | | |
| Senior Center / Teen Center Expansion | 201500103 | Parks, Recreation & Cultural Arts | 2015 | Senior Center | P* | 150 | 0 | 0 | 0 | 0 | 0 | 150 |
| Remodel and/or expansions in an existing City building or off-site lease space to accommodate expanded youth, teen, senior, and community programs. | | | | | | | | | | | | |
| Meadowdale Playfields LED Lighting | 201500104 | Parks, Recreation & Cultural Arts | 2019 | 66th Ave W and 168th St SW | N | 0 | 0 | 0 | 0 | 0 | 1,750 | 1,750 |
| <p>Meadowdale Playfields were constructed in 1989 and currently the lights are HID 1000-watt metal halide and high pressure sodium bulbs. This project will design and convert the original lighting system to the more efficient LED lighting technology. Improvements will reduce annual maintenance and utility costs while increasing overall lighting, improve safety, and reduce light spillover pollution.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to existing facilities to promote public safety, security and respond to the community needs.</p> <p>Park improvements enhance level of service to park users. This project will help to support the community need for lighted sport facilities.</p> <p>Meadowdale Playfields is a joint facility; additional funding may be available from Edmonds School District and/or City of Edmonds.</p> | | | | | | | | | | | | |

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| Park Central (Wilcox Park Improvements) | 201500105 | Parks, Recreation & Cultural Arts | 2015 | Wilcox Park | N | 0 | 0 | 0 | 0 | 0 | 150 | 150 |
| Wilcox Park and nearby area pedestrian and park improvements. Redesign and redevelop play areas and sport court to incorporate a connecting trail from the Park to Cedar Valley Community School. Improvements will include new fencing, ADA improvements, updated play areas, and new sport court area. | | | | | | | | | | | | |
| Tunnel Creek Trail | 201500106 | Parks, Recreation & Cultural Arts | 2015 | Edmonds School District property off 33rd PL W across from Costco | N | 0 | 0 | 0 | 0 | 0 | 200 | 200 |
| Formalize existing social trails. Safety improvements, signage, and ROW acquisition. | | | | | | | | | | | | |
| Scriber Creek Trail Improvements | 201500107 | Parks, Recreation & Cultural Arts | 2015 | from Wilcox Park to Transit Center | P* | 600 | 1,200 | 4,500 | 600 | 2,500 | 2,500 | 11,900 |
| Replacement of the current trail with an elevated trail designed to allow for seasonal flooding. The elevated trail will provide additional viewing opportunities of the wetland and include interpretive signage. The 1.5-mile trail begins at the transit center and runs north to Scriber Lake Park. The current trail is seasonally under water and in need of major renovation. An elevated walkway will allow for seasonal flooding while providing year-round recreation opportunity and improved pedestrian and bicycling access to the transit center. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to existing facilities to promote public safety, security and respond to the community needs. Park improvements will enhance the level of service to park and trail users. This project will meet an expressed community need in Lynnwood. | | | | | | | | | | | | |

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| This project may qualify for mitigation funding as part the Lynnwood Link light rail project. | | | | | | | | | | | | |
| Park Signage | 201900102 | Parks, Recreation & Cultural Arts | 2021 | 17 park locations around the city | N | | | | | | | |
| <p>Development of a park signage program that would replace all park entrance and ancillary signs to reflect the City's branding program. With the recent adoption of Lynnwood's branding program, this is an opportune time to revitalize the park signage program. The 2010 Branding Report recommends an inventory of existing City signage, and creation of a plan for all signage within 5 years. Existing signs in the park system would be replaced, some of which are over 40 years old, with signs that reflect Lynnwood's brand. The City's brand identity would be integrated into the new signs which would identify each park and celebrate the neighborhood it supports.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Park improvements enhance level of service to park users.</p> | | | | | | 0 | 0 | 50 | 0 | 0 | 0 | 50 |
| Alderwood Transition Area mini park | 201900103 | Parks, Recreation & Cultural Arts | 2017 | Near Alderwood Mall | N | | | | | | | |
| <p>Develop a mini-park along Interurban Trail to serve new residential development in Alderwood Transition Area.</p> <p>Identified as an amenity improvement in the Interurban Trail Master Plan 2018 update to help serve a LOS deficit in the Alderwood Transition Area. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p> | | | | | | 0 | 250 | 0 | 0 | 0 | 0 | 250 |

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

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| Seabrook Heights Demolition | 201900106 | Parks, Recreation & Cultural Arts | 2020 | 6716 Fisher Road | F* | | | | | | | |
| <p>Demolition of two residential structures situated on the parcels acquired with the Seabrook Heights Conservation Futures acquisition. The two residential structures remaining on the Seabrook Heights property are significantly damaged and vandalized and do not support restoration. They are recommended for removal to reduce risk and liability of structures to allow public access to the sites. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p> | | | | | | 100 | 0 | 0 | 0 | 0 | 0 | 100 |
| Lund's Creek Park Development | 200900117 | Parks, Recreation & Cultural Arts | 2009 | 6026 156th St SW, Edmonds | N | | | | | | | |
| <p>Environmental education center</p> | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

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| Heritage Park, Phase III - Water Tower Renovation | PK1997015 C | Parks, Recreation & Cultural Arts | 1997 | Heritage Park | F* | | | | | | | |
| <p>Renovation of the 1917 Demonstration Farm water tower. Exterior renovation completed in 2008. This phase will complete interior renovation, installation of water tank facade, site and utility improvements, and allow for public use of the structure. Interior renovation is needed to allow public use of the building, which will provide community meeting space, programs and exhibits that interpret the agricultural heritage of Lynnwood. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs, and to identify, protect and preserve significant historical artifacts, facilities and sites. Park improvements enhance level of service to park users. This project will meet an expressed community need in Lynnwood. \$400,000 needed to complete interior renovation, installation of water tank facade and site /utility improvements. Potential for 1/3 WSHS Heritage Capital Projects Fund grant in 2019 with 2/3 community match (1/2 city match and 1/2 in-kind services). Funds needed only for construction. Design completed. Completed Exterior Renovation: \$85,294 "Prior" funds - 2005 grant from the WSHS Heritage Capital Projects Fund \$174,000 - matching funds from Real Estate Excise Tax, approved by City ordinance in August 2006 \$30,086 - reprogrammed funds from Parks Maintenance Shop roof to cover shortfall and contingency.</p> | | | | | | 364 | 0 | 0 | 0 | 0 | 0 | 364 |

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| Lynndale Park Renovation, Phase IV | PK1997017 B | Parks, Recreation & Cultural Arts | 1997 | Lynndale Park | N | | | | | | | |
| <p>Phase IV includes rehabilitation of the central play area according to the 2001 Central Play Area Master Plan, which includes a tot lot, ADA improvements, improved circulation, picnic facilities, volleyball courts and landscaping.</p> <p>The park's central play area, originally developed in 1968, is heavily used by the community, summer camp and recreation programs, and is in need of renovation. The project will also improve park circulation and ADA access. Development of a tot lot will help support City day camp programs and neighborhood use.</p> <p>The Central Play Area Master Plan was completed in 2000 and is consistent with the Lynndale Park Master Plan. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs. Park improvements enhance level of service to park users.</p> | | | | | | 0 | 250 | 0 | 0 | 0 | 6000 | 6,250 |
| Daleway Park Renovation, Phase II | PK1997020 B | Parks, Recreation & Cultural Arts | 1997 | Daleway Park | N | | | | | | | |
| <p>Phase II includes addition of a picnic shelter and improvements to drainage in large lawn area.</p> <p>Drainage improvements to the front lawn area would improve safety and expand usage of the space. A reservable picnic shelter is needed to serve the neighborhood.</p> <p>The project is consistent with the approved 1997 Daleway Park Master Plan. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs. Park improvements enhance level of service to park users.</p> | | | | | | 0 | 0 | 250 | 0 | 0 | 0 | 250 |

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| Interurban Trail Improvements | PK1998021 A | Parks, Recreation & Cultural Arts | 1998 | City wide | N | | | | | | | |
| <p>Provide signage, trailheads and historic markers, and improve landscaping along Lynnwood 's 3.8-mile portion of the Regional Interurban Trail. To enhance trail users' experience and provide a safer route along the Interurban Trail. Trailheads with landscaping, benches and amenities will serve as rest stops and add to the comfort of all users. Directional and regulatory signage will be improved. The history of the Interurban Railway will be told with signage placed along the trail at the historic Interurban stations.</p> <p>Improvement of the Interurban Trail has been a Parks Board priority for many years, but it has yet to be funded. The Interurban Trail has been developed through Shoreline, Edmonds, Mountlake Terrace, Lynnwood, and Snohomish County to Everett.</p> <p>The project is consistent with the goals and objectives of the Comprehensive Plan, the Parks and Recreation Element, the Interurban Trail Landscape Plan and AASHTO trail standards, to promote public safety, security and ADA accessibility and response to community's needs. This project ranked # 4 for City Center pedestrian projects to pursue in City Council Resolution 2014-15.</p> <p>Park improvements enhance level of service to park users. Trail enhancement would increase trail use by providing a more attractive and interesting travel route.</p> <p>Potential WWRP or LWCF grant.</p> <p>Improvements to the City Center trailhead (40th Ave W / Alderwood Mall BLVD) planned for 2016 as master concept for future trailhead improvements.</p> | | | | | | 0 | 0 | 300 | 150 | 0 | 600 | 1,050 |

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| South Lund's Gulch Trail Development | PK1998023 C | Parks, Recreation & Cultural Arts | 2022 | Gulch Trail | N | | | | | | | |
| <p>Development of trailhead at the south end of Lund's Gulch (parking, picnic area, restrooms, kiosk), and 3/4-mile soft surface hiking trail into Lund's Gulch with bridge crossing at Lund's Creek. Trail will connect with existing trail system in county owned Meadowdale Beach Park. Trail development will require consultant design, engineering and permitting for development in sensitive areas.</p> <p>Project would provide Lynnwood residents with direct physical access to Lund 's Gulch, Lund's Gulch Creek, and the Salish Sea. Residents have rated the need for trail access to natural areas high on community surveys. First section of trail was developed in 2004 with REI volunteers. Neighborhood meetings and coordination with Snohomish County Parks were held in 2007. City has preserved 98 acres of open space adjacent to Meadowdale Beach Park, but there is no public access into south end of gulch.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs to preserve and provide public access to natural resources in public ownership.</p> <p>Park and trail improvements enhance level of service to park users to meet adopted level of service of .25 miles/ 1,000 residents.</p> | | | | | | 0 | 0 | 0 | 400 | 0 | 0 | 400 |

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| Scriber Creek Trail, Master Plan (aka Center to Sound Trail) | PK1998025 A | Parks, Recreation & Cultural Arts | 1998 | City wide | N | | | | | | | |
| <p>Master planning for the improvements and northern extension of the Scriber Creek Trail from the Lynnwood Transit Center through Scriber Lake to Lund's Gulch, creating a north-south Class bicycle/pedestrian corridor through Lynnwood for recreation and commuter use.</p> <p>This project would provide a north-south trail corridor, a Class I bicycle/pedestrian trail, that would link parks, open space, neighborhoods, schools, businesses and shopping in Lynnwood.</p> <p>The project is consistent with goals and objectives in the Parks & Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>There is currently a deficit of trails in Lynnwood. Extension of trail would increase trails level of service and access to the Transit Center and future Link Light Rail Station.</p> <p>This project is included in Lynnwood's Transportation Business Plan and Non-motorized Skeleton System Development. Extension of the trail will need a full alignment study and coordination with Public Works floodplain projects.</p> <p>Potential Washington Wildlife and Recreation Program (WWRP) or Land and Water Conservation Fund (LWCF) grant</p> <p>Potential Sound Transit mitigation project.</p> | | | | | | 0 | 0 | 150 | 0 | 2500 | 0 | 2,650 |

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| Scriber Creek Trail Extension, Acquisition (aka Center to Sound Trail) | PK1998025 B | Parks, Recreation & Cultural Arts | 2021 | City wide | P* | | | | | | | |
| <p>Master planning for the extension of Scriber Creek Trail northward through the city from Scriber Lake Park to Lund 's Gulch, creating a north-south bicycle corridor through Lynnwood for recreation and commuter use. Missing links along the existing trail from the Transit Center to Scriber Lake Park would be completed with the trail improved to a Class I bicycle/pedestrian trail.</p> <p>This project would provide a north-south trail corridor, a Class I bicycle/pedestrian trail, that would link parks, open space, neighborhoods, schools, businesses and shopping in Lynnwood.</p> <p>The project is consistent with goals and objectives in the Parks & Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>Park and trail improvements enhance level of service to park users to meet adopted level of service of .25 miles/ 1,000 residents.</p> | | | | | | 0 | 0 | 0 | 500 | 500 | 500 | 1,500 |

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| Scriber Creek Trail Extension, Development (aka Center to Sound Trail) | PK1998025 C | Parks, Recreation & Cultural Arts | 1998 | City wide | P* | | | | | | | |
| <p>Extension of Scriber Creek Trail from Scriber Lake Park northward to Lund's Gulch, and improvements to existing trail from the Transit Center through Scriber Lake Park to 196th St SW. The length of the trail will be improved to a Class I bicycle/pedestrian trail creating a north-south bicycle corridor through Lynnwood for recreational and commuter use. This project would provide a 1.5-mile Class I bicycle/pedestrian trail that would link the Interurban Trail, Transit Center and future City Center development with Lynnwood parks, neighborhoods and retail and commercial centers.</p> <p>The project is consistent with goals and objectives in the Parks & Recreation Element in the Lynnwood Comprehensive Plan, the Lynnwood Transportation Business Plan and AASHTO trail development standards, to promote public safety, security and ADA accessibility and response to community's needs.</p> <p>Improvements to trail will increase level of service to users and provide a north -south non-motorized corridor through Lynnwood.</p> <p>Phase I: 196th St SW to 188th St SW utilizes storm drainage property.</p> <p>Phase II: to begin after ped bridge constructed over HWY 99 and acquisitions complete.</p> <p>Potential WWRP or LWCF grant.</p> | | | | | | 0 | 0 | 0 | 0 | 0 | 1,000 | 1,000 |

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| Strategic Acquisitions | PK1998031 A | Parks, Recreation & Cultural Arts | 1998 | City wide | N | | | | | | | |
| <p>Acquisition of property for new active park facilities - mini parks, neighborhood parks and community parks adjacent parcels for park expansion, and preservation of natural areas in Lynnwood. This project would provide funding when acquisition opportunities arise to purchase park land.</p> <p>More community, neighborhood and mini parks are needed in both the City to meet the recreational needs of underserved neighborhoods and make up the current deficit in the level of service for Core Parks. Opportunities to acquire strategically located parcels adjacent to existing city-owned parcels will serve to expand parking lots, improve access points, or preserve natural areas.</p> <p>Goals and objectives of Lynnwood Comprehensive Plan and Parks and Recreation Element support park site acquisition and development to ensure that all residents of the City and the MUGA are well served. Recommended LOS for Core Parks is 5 acres per 1000 population. There is currently a deficit of active parks in Lynnwood and the annexation areas. Fund for acquisition strategic properties to meet deficit, beginning in 2017.</p> | | | | | | 0 | 300 | 300 | 300 | 300 | 300 | 1,500 |
| 188th St Mini Park Development | PK1999033 A | Parks, Recreation & Cultural Arts | 2023 | Property on 188th near HWY 99 | N | | | | | | | |
| <p>Development of 1-acre mini park on upland portion of City-owned storm drainage mitigation area to serve the adjacent neighborhood. Provide a mini park with play equipment, trails and landscaping in an underserved neighborhood.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> | | | | | | 0 | 0 | 0 | 200 | 350 | 0 | 550 |

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| Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000. | | | | | | | | | | | | |
| Deferred Park Maintenance & Capital Renewal | PK2000034 A | Parks, Recreation & Cultural Arts | 2000 | City wide | P* | | | | | | | |
| <p>Dedicated funding for renovation of park sites and playgrounds at existing City parks, to replace equipment and to meet ADA accessibility & safety standards for public playgrounds.</p> <p>General park conditions and existing equipment are reviewed and recommendations are made annually. Renovation is necessary to comply with safety standards, Americans with Disabilities Act and for repair and replacement of outdated play equipment. ADA requires all playgrounds over 20 years old be renovated for accessibility.</p> <p>Renovation of existing park facilities is a high priority of the Parks and Recreation Board. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Renovation of parks will improve level of service for users.</p> <p>Dedicated fund for necessary park renovation and repair and deferred maintenance.</p> | | | | | | 300 | 300 | 300 | 300 | 300 | 300 | 1,800 |

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| Rowe Park Development | PK2001039 B | Parks, Recreation & Cultural Arts | 2001 | Rowe Park | P* | | | | | | | |
| <p>Construction of a new 2.39-acre neighborhood park that will serve all ages and abilities. Master Plan completed in 2004 through public process, includes accessible recreation elements integrated throughout forested site, with a meandering series of accessible paths, a playground, outdoor exercise equipment, an informal play lawn, flower gardens, picnic areas and restrooms and parking.</p> <p>To provide a park that serves the neighborhood families, senior housing, a senior care facility and a church. The primary focus of development will be to provide a park that includes amenities that are accessible for users of all ages and abilities, including disabled individuals. Although all of Lynnwood 's parks strive to be accessible, Rowe Park will feature low impact exercise equipment, level walking trails and serene garden spaces, as well as active play equipment.</p> <p>This park is very important to the neighborhood and they have been anxiously looking forward to it since they participated in the master planning process in 2004. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Development would help meet the LOS for neighborhoods in the northwest quadrant of the city.</p> <p>Proposed WWRP grant in 2016, funding available in 2017. Master Plan was completed in 2008.</p> | | | | | | 0 | 50 | 0 | 2500 | 0 | 0 | 2,550 |

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| Scriber Lake Park Renovation, Phase II | PK2003046 C | Parks, Recreation & Cultural Arts | 2003 | Scriber Lake | N | | | | | | | |
| <p>Phase II renovation will focus on improvements to the NE and SE corners of the park to improve access and expand parking. NE corner will include the 196th St SW entry and frontage improvements, entry signage and wayfinding elements. The sinking and worn trails will also be replaced, and security issues will be addressed by thinning/removing overgrown and invasive vegetation, opening up vistas within the park for surveillance.</p> <p>This project will improve primary entrances to the park. Currently the SW corner is the only vehicular entry and prone to illegal activities, and the NE corner is the primary pedestrian entrance. Improvements to these areas will serve to draw the public into the park, increase park use and discourage unwanted activities. This phase will develop both active and passive recreational activities per the 2005 Master Plan, which will increase the diversity of park users and create a safer more enjoyable environment for park users.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs.</p> <p>Grants proposed in 2020. Phase III in 2023.</p> | | | | | | 500 | 2,000 | 0 | 500 | 500 | 0 | 3,500 |

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| Scriber Lake Park Renovation, Phase III | PK2003046 D | Parks, Recreation & Cultural Arts | 2023 | Scriber Lake | N | | | | | | | |
| <p>Phase III renovation will address the NW corner of the park and crosswalk improvements at the intersections of 196th St. and Scriber Lake Road and 52nd Ave. Streetscape enhancements along 196th St from Scriber Lake Rd to the NW entrance will include sidewalk improvements and street tree planting. The NW corner of the park will include an inviting pedestrian entrance from 196th St and new community gathering and performance spaces, including the Community Glade, Forest Canopy Walk, Northwest Medicinal Garden, Native Plant Community Collection and the Drumlin Amphitheater/Outdoor Classroom, per the 2005 Master Plan. This phase will also enhance the 200th St. pedestrian/bicycle entrance. Crosswalk improvements at the intersections of 196th St. and Scriber Lake Road and 52nd Ave will provide pedestrians a safer access to the park with more visible crossings. Improvements to the overgrown and uninviting NW corner entrance will draw people into the park, increase park use and discourage unwanted uses. The 200th St entrance is an important connection to the Scriber Creek Trail and the Lynnwood Transit Center.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. Park improvements enhance level of service to park users.</p> | | | | | | 0 | 0 | 0 | 0 | 0 | 1,000 | 1,000 |

| | | | | | | | | | | | | |
|--|----------------|-----------------------------------|------|-------------------------------|----|-------|---|---|-----|-----|-------|--------|
| Off-Leash Dog Area - Development | PK2004052 B | Parks, Recreation & Cultural Arts | 2004 | Olympic View Dr & homeview Dr | N | | | | | | | |
| <p>Development of a .5 to 1 acre off-leash dog area in Lynnwood or the annexation area, to include a perimeter fencing, bag and disposal receptacles, surfacing, water access and signage. Neighborhood planning meetings would be scheduled.</p> <p>Local dog owners have expressed a need for an off-leash dog area in or near Lynnwood. The nearest off-leash dog park is in Mountlake Terrace. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide parks that respond to community's needs. There has been strong support for this project by Lynnwood residents.</p> <p>Park development raises the level of service to all park users.</p> | | | | | | 0 | 0 | 0 | 100 | 0 | 0 | 100 |
| Town Square Park Acquisition & Development | PK2005059 A | Parks, Recreation & Cultural Arts | 2005 | City Center | P* | | | | | | | |
| <p>Acquisition of property for Town Square Park per the City Center Parks Master Plan, completed in 2007.</p> <p>Public parks and plazas are proposed as the City's initial investments in the City Center to attract private development. It is important to identify the locations, general size and nature of these spaces, and begin development prior to private investment in the City Center.</p> <p>Goals and objectives of Lynnwood Comprehensive Plan and Parks and Recreation Comprehensive Plan support park site acquisition and development to ensure that all city residents are well served.</p> <p>Town Square Park ranked # 1 to pursue in City Council Resolution 2014-15.</p> <p>Because characteristics and social patterns for City Center residents are expected to be different from the city as a whole, the LOS standard will be unique to the City Center. A parks level of service of 5 acres per 1000 population has been proposed.</p> <p>Funding sources to be determined. Possible funding sources include</p> | | | | | | 9,000 | 0 | 0 | 250 | 250 | 5,000 | 14,500 |

| | | | | | | | | | | | | |
|--|----------------|-----------------------------------|------|-------------------------------|----|---|---|-----|---|-----|---|-----|
| grants, LID's, mitigation fees, developer contributions, bonds. Proposed acquisition costs per 2005 City Center Projects Costs Assumptions: Town Square - \$7,800K | | | | | | | | | | | | |
| Recreation Center Refresh | PK2020010 1 | Parks, Recreation & Cultural Arts | 2017 | Recreation Center | P* | | | | | | | |
| Replacement or installation of recreation toys and equipment such as playground update, aquatic toys and features, and other amenities for drop-in play. The renovated recreation center opens in 2011 with an average monthly usage of 45,000 visitors and a year-round, daily operation which causes natural wear and tear on equipment. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. | | | | | | 0 | 0 | 150 | 0 | 100 | 0 | 250 |
| Off-Leash Dog Area Development | PK2004052 B | Parks, Recreation & Cultural Arts | 2004 | Olympic View Dr & homeview Dr | N | | | | | | | |
| Development of off-leash dog area east of HWY 99 | | | | | | 0 | 0 | 500 | 0 | 0 | 0 | 500 |

| | | | | | | | | | | | | |
|--|----------------|-----------------------------------|------|------------------|---|-----|----|-----|------|---|---|-------|
| Doc Hageman Park Development, Phase I | PK2002041 C | Parks, Recreation & Cultural Arts | 2004 | Dog Hageman park | P | 0 | 50 | 0 | 1500 | 0 | 0 | 1,550 |
| <p>1st phase of development for this MUGA-serving, neighborhood park. This park site was acquired in the MUGA for future development of a neighborhood park.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p> | | | | | | | | | | | | |
| Lund's Gulch Open Space Preservation, Phase IV | 200900116 | Parks, Recreation & Cultural Arts | 2009 | Land's Gulch | P | 145 | 0 | 500 | 0 | 0 | 0 | 645 |
| <p>Future acquisition of 4.45-acre McCrary Property (164th St SW) and 4.76-acre McKinley property (Fisher Road) with Conservation Future's grants. Property acquisition in Lund's Gulch is to continue the City's preservation of this highly sensitive ecological area and protection of Lund's Gulch Creek. These sites are also strategic to future trail development in Lund's Gulch.</p> <p>Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities.</p> <p>Increase level of service for underserved neighborhood and to maintain 3.5-acres/1000.</p> | | | | | | | | | | | | |

| | | | | | | | | | | | | |
|--|----------------|-----------------------------------|------|-------------------|---|-----|---|-----|---|-----|-------|---------|
| Golf Course Safety Netting | PK2020010 2 | Parks, Recreation & Cultural Arts | 2019 | Golf Course | F | 250 | 0 | 0 | 0 | 500 | 0 | 750 |
| Replacement of safety netting around Hole #13. Need to replace aged netting to prevent ball damage on private property. Consistent with goals and objectives stated in Parks and Recreation Element of the Lynnwood Comprehensive Plan that provide improvements to promote public safety, security, accessibility, and respond to community needs for active recreation opportunities. | | | | | | | | | | | | |
| Recreation Center Phase II | BP2006023 B | Parks, Recreation & Cultural Arts | 2006 | Recreation Center | N | 0 | 0 | 250 | 0 | 0 | 0 | 250 |
| Design for Phase II expansion of the Recreation/Community Center planning, design, construction | | | | | | | | | | | | |
| | | | | | | | | | | | Total | 399,878 |

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



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ORDINANCE NO. _____

AN ORDINANCE ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2021-2026 FOR THE CITY OF LYNNWOOD TO BE FILED WITH THE WASHINGTON STATE SECRETARY OF TRANSPORTATION; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION.

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

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

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

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

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

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

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

38 **SECTION 1.** That the transportation projects of the 2021-2026 Capital Facilities Plan attached
39 to this ordinance is designated and adopted as the official: "Six-Year Transportation
40 Improvement Program (TIP): 2021-2026" of the City of Lynnwood, Washington.

41
42 **SECTION 2.** That the Director of Public Works, or his designee, is hereby directed to file with
43 the Secretary of Transportation of the State of Washington a certified copy of this ordinance
44 and relevant documents.

45
46 **SECTION 3: Severability.** If any section, subsection, sentence, clause, phrase or word of this
47 Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction,
48 such invalidity or unconstitutionality thereof, shall not affect the validity or constitutionality of
49 any other section, subsection, sentence, clause, phrase or word of this Ordinance.

50
51 **SECTION 4: Effective Date.** This ordinance, being an exercise of a power specifically delegated
52 to the City legislative body, is not subject to referendum, and shall take effect five (5) days after
53 passage and publication of an approved summary thereof consisting of the title.

54
55 PASSED BY THE CITY COUNCIL, the 14th day of September 2020.

56
57
58 APPROVED:

59
60
61 _____
62 Nicola Smith, Mayor

63
64
65 ATTEST/AUTHENTICATED:

66 APPROVED AS TO FORM:

67
68 _____
69 Sonja Springer, Finance Director

70 _____
71 Rosemary Larson, City Attorney

72
73
74
75 FILED WITH ADMINISTRATIVE SERVICES: _____
76 PASSED BY THE CITY COUNCIL: _____
77 PUBLISHED: _____
78 EFFECTIVE DATE: _____
79 ORDINANCE NUMBER: _____

CITY COUNCIL ITEM M-4

CITY OF LYNNWOOD Economic Development

TITLE: Interlocal Agreement: Stormwater Commingling Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit)

DEPARTMENT CONTACT: David Kleitsch, Economic Development Director; Karl Almgren, City Center Program Manager

SUMMARY:

The proposed agreement is a collaborative and cost savings approach to address stormwater management by ‘co-mingling’ facilities. The agreement outlines maintenance obligations and reimbursements between the two agencies.

POLICY QUESTION(S) FOR COUNCIL CONSIDERATION:

Should the City Council approve an agreement to advance stormwater management cost savings on Lynnwood Link Extension?

ACTION:

Review the attached documents for approval at Council Business Meeting on September 14, 2020.

BACKGROUND:

Previous design efforts for the Lynnwood City Center Station and 200th Street SW widening included separately constructed and operated stormwater facilities. These facilities would either treat stormwater for the City of Lynnwood or for Sound Transit. During review to decrease the project cost, known as value engineering, an opportunity for shared facilities was identified. This approach would increase the capacity of existing stormwater detention ponds and decrease the size and number of new pre-cast detention vaults. This approach requires the facilities to co-mingle stormwater and share long-term maintenance responsibility.

The City of Lynnwood and Sound Transit collaboratively developed the proposed agreement to fairly share the cost of future maintenance. The document has been prepared in collaboration with Sound Transit and Lynnwood Public Works, and reviewed by the City Attorney.

PREVIOUS COUNCIL ACTIONS:

April 8, 2019 – City Council approved the Development and Access Enhancements Funding Agreement

July 6, 2020 – City Council received an update on the construction of Lynnwood Link Extension.

FUNDING:

City funding for the annual cost of maintenance associated with this agreement is proportionate to the City's shared use of the facilities constructed pursuant to this agreement. Without the agreement, the City would still be required to have and maintain separate stormwater facilities. This obligation for maintenance is required regardless of the proposed agreement because the City is mandated by the Department of Ecology to maintain City stormwater facilities. The costs of the maintenance will be paid by the Stormwater Utility Fund 411.

KEY FEATURES AND VISION ALIGNMENT:

This project addresses Lynnwood's Community Vision by investing in efficient, integrated, local and regional transportation systems.

The proposal also addresses Lynnwood's Strategic Plan priorities: Priority 1 - Fulfill the community vision for the City Center and Lynnwood Link light rail; and Priority 5 - Pursue and maintain collaborative relationships and partnerships.

ADMINISTRATION RECOMMENDATION:

Review the attached documents for approval at Council Business Meeting on September 14, 2020.

DOCUMENT ATTACHMENTS

| Description: | Type: |
|--|-----------------|
| Agreement: Draft Stormwater Comingling Agreement | Backup Material |
| Exhibit A | Backup Material |
| Exhibit B1 | Backup Material |
| Exhibit B2 | Backup Material |
| Exhibit C | Backup Material |

**STORMWATER COMINGLING AGREEMENT BETWEEN THE CITY OF
LYNNWOOD AND
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY REGARDING
THE LYNNWOOD LINK LIGHT RAIL EXTENSION PROJECT (LLE)**

Stormwater Comingling Agreement (“**Agreement**”) is entered into by and between the CITY OF LYNNWOOD, a Washington municipal corporation (“**City**”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority (“**Sound Transit**”) (referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- B. The Growth Management Act (RCW 36.70A) requires the City to plan for and encourage regional high capacity transportation facilities such as the Lynnwood Link Light Rail Extension Project (RCW 36.70A.020) and to accommodate within the City such essential public facilities (RCW 36.70A.200).
- C. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.
- D. The Sound Transit Board of Directors adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link Light Rail Extension (LLE) project on April 23, 2015 (the “Alignment Resolution”). For the purposes of this Agreement, the term “Project” refers to that portion of the Lynnwood Link Extension project located with the City, including any required mitigation.
- E. On August 22, 2019 the Sound Transit Board of Directors approved Motion 2019-93, awarding the construction of Lynnwood Link Light Rail Extension project, including Project elements within the City of Lynnwood (“LLE Contract”).
- F. The City desires to reroute stormwater runoff from a portion of 200th Street SW and 48th Avenue West, along with the adjacent properties as part of the Project. This runoff currently flows into the properties west of 48th Avenue West and outfalls directly into Scriber Creek.
- G. The City proposes to redirect this stormwater runoff south, down 48th Avenue West, combining with runoff from the Transit Center and Park-and-Ride lot and discharging at an existing outfall into Scriber Creek located south of the West Pond.

- H. As a part of the LLE project the City of Lynnwood engineering staff and Sound Transit engineering staff performed a Value Engineering work session. As a part of this exercise the current Lynnwood stormwater control system was analyzed in conjunction with future Sound Transit development and runoff.
- I. The Value Engineering workshop conducted by Sound Transit and the City determined that developing increased capacity of existing ponds belonging to the City of Lynnwood would allow for the comingling of Sound Transit and City stormwater therefore reducing the size and number of pre-cast vaults required to mitigate increased stormwater flows in the Project area (“Shared Facilities”).
- J. Sound Transit’s construction of increased capacity for the City will provide for stormwater conveyance to accommodate additional runoff from upstream municipal storm sewer and divert conveyance from the existing drainage system. The City has agreed to reimburse Sound Transit for accommodating this increased stormwater capacity.
- K. Sound Transit’s construction for the City will divert existing flows from an area of chronic flooding to the area of increased capacity.

AGREEMENT

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the Parties agree as follows:

1.0 PURPOSE

- 1.1 Purpose. Sound Transit and the City have coordinated during the development of the design of the Project and have identified the Shared Facilities that will be designed and constructed by Sound Transit as part of the Project for the benefit of both Parties. The Shared Facilities include four detention facilities and associated conveyance system structures and pipes identified as a Shared Facility on the Station Summary Graphic O & M in Exhibit A. The purpose of this Agreement is to identify and define the Parties’ responsibilities with respect to the ownership, operation, and maintenance of the Shared Facilities.

2.0 Intentionally left blank

3.0 OWNERSHIP, OPERATION, & MAINTENANCE OF SHARED STORMWATER FACILITIES

3.1 Responsibility for Shared Facilities. Except as provided otherwise in this Section 3, each Party will own and be responsible for performing all operation and maintenance on the Shared Facilities located on that Party's own property. The location and ownership of the Shared Facilities based on the preliminary designs is identified in the Street Maintenance Matrix (B1) and Station Maintenance Matrix (B2), attached to this Agreement as Exhibit B1 and B2. After completion of construction, the Designated Representatives may update the Matrices and associated Exhibit A to reflect the actual location and ownership of the Shared Facilities.

3.1.1 Facilities with Temporary Sound Transit Control. Sound Transit shall temporarily operate and maintain the following Shared Facilities:

3.1.1.1 Private Connection. The Responsibility Map identifies a facility that serves a property that will be used by Sound Transit during construction but will not be part of the completed Project. Sound Transit will be responsible for the operation and maintenance of this facility until the property is surplus by Sound Transit.

3.1.1.2 Outfall #4. Sound Transit is temporarily responsible for operating and maintaining the facility identified as Outfall #4 on the Responsibility Map as a mitigation requirement for the Project. Sound Transit will operate and maintain Outfall #4 for __ years after completion of construction, after which time the City will resume responsibility for operation and maintenance of that facility.

3.2 Parties to Share Operation and Maintenance Costs. The City and Sound Transit will share the operation and maintenance cost for the Shared Facilities based on the Tributary Area of each Party. Tributary Area is defined as the combination of affected Threshold Discharge Areas 300-7B, 300-8, and 300-9 described in the L300M City of Lynnwood Drainage Report prepared by H/J Trusted Design Partners, dated December 10, 2018 (hereinafter "Sound Transit's drainage report"). The Tributary Area included in Sound Transit's drainage report will be used to establish each Parties' share in the cost. The allocation of the Tributary Area is shown in Exhibit C.

3.3 City Operation and Maintenance of Facilities on Sound Transit Property. The City will be responsible for performing all operation and maintenance and the associated costs for the Shared Facilities described in Exhibit A, which are located on Sound Transit property. Prior to acceptance of those facilities, Sound Transit shall grant the City all necessary access rights for the operation and maintenance of those facilities in an easement, in a form that is satisfactory to the City. The easement will be recorded by Sound Transit in the real property records of Snohomish County.

- 3.4 Operation and Maintenance Standards. The Parties will operate and maintain the Shared Facilities that they are responsible for in accordance with Lynnwood Municipal Code Title 13 Chapters 13.35, 13.40 and 13.45.

4.0 FUNDING AND INVOICING

- 4.1. Each Party shall submit to the other Party a single monthly invoice and supporting documentation which covers the other Party's share of the submitting Party's costs incurred to operate and maintain Shared Facilities consistent with Section 3.
- 4.2. Each Party shall submit its invoice via email to the other Party's Designated Representative.

If the Designated Representative determines that an invoice lacks sufficient documentation to support payment, the Designated Representative shall notify the submitting Party's Designated Representative of its determination and request that the submitting Party provide additional documentation. Either Party may withhold payment of an invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

- 4.3 The Parties' Designated Representatives, or their designees, shall compare the Parties' invoices, and determine which Party's share of the other Party's costs incurred to operate and maintain Shared Facilities is larger (the "Paying Party"), and the amount by which the Paying Party's share exceeds the other Party's share (the "Transfer Payment"). The Paying Party shall pay the Transfer Payment to the other Party within thirty (30) days of the date of receipt of the invoice from the other Party.

5.0 RECORDS RETENTION AND AUDIT.

- 5.1 During the period of construction of the Project and for a period not less than six (6) years, or that period established by the State Archivist, from the date of final payment to the City and Sound Transit, records and accounts pertaining to subjects of this Agreement and accounting are to be kept available for inspection and audit by representatives of the Parties, the State of Washington, and the federal government. Copies of the records shall be furnished to a requesting Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

6.0 DISPUTE RESOLUTION.

- 6.1 The Parties agree that neither Party shall take or join any action in any judicial or administrative forum to challenge actions of the other Party associated with this Agreement or the Project, except as set forth in this Agreement.
- 6.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible. The provisions contained in this Agreement depend upon timely

and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party shall work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues.

- 6.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 6.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. Each Party hereby designates the following persons as their representatives (the "Designated Representatives") who shall be responsible for coordination of communication between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly as to discuss the status of the tasks to be performed, identify upcoming decisions and any information or input necessary to inform those decisions, and resolve any issues or disputes related to the Access Enhancements. The Designated Representatives are:

SOUND TRANSIT:

Rod Kempkes
Deputy Project Director
Lynnwood Link Extension
Sound Transit
401 S. Jackson Street
Seattle, WA 98104
(206) 398-5374
rod.kempkes@soundtransit.org

CITY OF LYNNWOOD:

David Kleitsch
Economic Development Director
City of Lynnwood
20816 44th Avenue West, Suite 230
Lynnwood, WA 98046
(425) 670-5042
dkleitsch@lynnwoodwa.gov

Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change their Designated Representative by written notice to the other Party during the term of this Agreement. Changing the Designated Representatives will not constitute an amendment to this Agreement.

- 6.5 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

Level One. Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

Level Two. Sound Transit's Executive Project Director and the City's Economic Development Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

Level Three. Sound Transit's Executive Director of Engineering and Construction Management or Designee and the City's Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Two, 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. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Two of the process described in this Agreement. Such agreement may be withheld for any reason or no reason.

- 6.6 Notice of Default. Neither Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) 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 thirty (30) day period, then the defaulting Party shall initiate reasonable actions to cure within the thirty (30) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently prosecutes such cure to completion.

7.0 INDEMNITY.

- 7.1 Mutual Indemnity. Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the first Party's negligent or grossly negligent acts or omissions or that of its officers, officials, employees or agents. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In

the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's liability.

7.2 Stormwater Discharges. Each Party is responsible for the water quality of the stormwater originating from its property and stormwater facilities flowing into the other Party's stormwater system or the Shared Facilities. Each Party will protect, defend, indemnify, and save harmless the other Party, and such other Party's officers, officials, employees and agents, from any suits, costs, claims, actions, losses, penalties, fines, judgments, and awards of damages that arise out of discharge of stormwater originating from its property, from a Party's stormwater facilities, or from the Shared Facilities on its property, and will indemnify and hold the other Party harmless against claims, damages, regulatory actions and associated fines.

8.0 MISCELLANEOUS

8.1 Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Rod Kempkes
Deputy Project Director, Lynnwood Link Extension
401 South Jackson Street
Seattle, WA 98104-2826

And to:

City of Lynnwood
Attention: David Kleitsch
Economic Development Director
20816 44th Avenue West, Suite 230
Lynnwood, WA 98046

8.2 Assignability; Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assignees. Either Party may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement. Neither Party may assign any other interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

8.3 Costs. Each Party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

8.4 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.

- 8.5 Section Headings. Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 8.6 Interpretation; Compliance with Laws. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. This Agreement has been reviewed and revised by legal counsel for all Parties hereto and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. In the construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate. This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulation. The Parties shall comply, and shall ensure their respective employees, agents, and contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the work and services performed under this Agreement, including but not limited to, all applicable public works and procurement laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and worker compensation requirements.
- 8.7 Venue. Venue for any action under this Agreement shall be Snohomish County, Washington.
- 8.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 8.9 Authority. The persons signing this Agreement warrant that they each have the authority to sign this Agreement on behalf of the Party represented by said signatory.
- 8.10 Severability. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 8.11 Enforcement. This Agreement shall be enforceable by specific performance in addition to any other legal or equitable remedy available under controlling law.
- 8.12 No Implied Waiver. Neither Party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 8.13 Amendments. Except as otherwise provided, this Agreement may be amended only by a written instrument executed by each of the Parties.
- 8.14 No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

8.15 Expiration. This Agreement will continue to be in effect until the earlier of either (i) the Shared Facilities are no longer in use by one or both Parties, or (ii) the Parties enter into a written agreement to terminate this Agreement.

Each of the Parties has executed this Stormwater Comingling Agreement by having its authorized representative affix their name in the appropriate space below.

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT)

CITY OF LYNNWOOD

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

Approved as to form:

By: _____

Legal Counsel

Approved as to form:

By: _____

Legal Counsel

EXHIBIT B1.1 STREET MAINTENANCE MATRIX

L300 Lynnwood Link
Lynnwood Station Streets - Storm Drain System

| Item# | Infrastructure ID | Structure Type/ Pipe Diameter | Pipe Length (ft) | Facility Size | Notes | Ownership | Maintenance Responsibility | | | | | REMARKS |
|-------|---|-------------------------------|------------------|---------------|-------|-----------|----------------------------|-----------------------------------|------------------|------------------------------------|-------|---------|
| | | | | | | | Sound Transit Operation | Sound Transit Property Management | City of Lynnwood | Independent Third party Contractor | WSDOT | |
| 1 | 44th Ave W & 200th interesection (north east) | | | | | | | | | | | |
| 2 | CB 300-9003 | CB Type 1 | | | | LYN | | | | | Y | |
| 3 | | 12" SD | 16.8 | | | LYN | | | | | Y | |
| 4 | CB 300-9010 | CB TYPE 1 | | | | LYN | | | | | Y | |
| 5 | | 12" SD | 6.5 | | | LYN | | | | | Y | |
| 6 | CB 300-9011 | CB TYPE 1L | | | | LYN | | | | | Y | |
| 7 | | 18" SD | 105.5 | | | LYN | | | | | Y | |
| 8 | CB 300-9004 | CB Type 2 - 54" | | | | LYN | | | | | Y | |
| 9 | | 12" SD | 24.6 | | | LYN | | | | | Y | |
| 10 | CB 300-9006 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 11 | | 12" SD | 23.1 | | | LYN | | | Y | | | |
| 12 | EX CB | EX CB | | | | LYN | | | Y | | | |
| 10 | CB 300-9005 | CB Type 1L | | | | LYN | | | | | Y | |
| 11 | | 18" SD | 15.8 | | | LYN | | | | | Y | |
| 12 | CB 300-9004 | CB Type 2 - 54" | | | | LYN | | | | | Y | |
| 13 | | | | | | | | | | | | |
| 12 | CB 300-9008 | CB Type 1L | | | | LYN | | | Y | | | |
| 13 | | 12" SD | 48.5 | | | LYN | | | Y | | | |
| 14 | CB 300-9009 | CB Type 1 | | | | LYN | | | Y | | | |
| 15 | | 12" SD | 20.5 | | | LYN | | | Y | | | |
| 16 | CB 300-9006 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 17 | | | | | | | | | | | | |
| 18 | CB 300-9106 | CB TYPE 1 | | | | LYN | | | Y | | | |
| 19 | | 12" SD | 95.3 | | | LYN | | | Y | | | |
| 20 | CB 300-9111/ LYN 9-1 | CB TYPE 2-60" | | | | LYN | | | Y | | | |
| 21 | | | | | | | | | | | | |
| 22 | CB 300-9116 | CB TYPE 2-60" | | | | LYN | | | Y | | | |
| 23 | | 12" SD | 10.0 | | | LYN | | | Y | | | |
| 24 | CB 300-9104 | CB TYPE 2-48" | | | | LYN | | | Y | | | |
| 25 | | | | | | | | | | | | |
| 26 | CB 300-9102 | CB TYPE 1 | | | | LYN | | | Y | | | |
| 27 | | 12" SD | 46.6 | | | LYN | | | Y | | | |
| 28 | CB 300-9101 | CB TYPE 1 | | | | LYN | | | Y | | | |
| 29 | | 12" SD | 20.6 | | | LYN | | | Y | | | |
| 30 | CB 300-9111/ LYN 9-1 | CB TYPE 2-60" | | | | LYN | | | Y | | | |
| 31 | | | | | | | | | | | | |
| 32 | CB 300-9112 | CB TYPE 1 | | | | LYN | | | Y | | | |
| 33 | | 12" SD | 16.5 | | | LYN | | | Y | | | |
| 34 | CB 300-9101 | CB TYPE 1 | | | | LYN | | | Y | | | |
| 35 | | | | | | | | | | | | |
| 36 | CB 300-9113 | CB TYPE 1 | | | | ST | Y | | | | | |
| 37 | | 12" SD | 43.7 | | | ST | Y | | | | | |
| 38 | CB 300-9114 | CB TYPE 1 | | | | ST | Y | | | | | |
| 39 | | 12" SD | 10.0 | | | ST | Y | | | | | |
| 40 | CB 300-9115 | CB TYPE 2-48" | | | | ST | Y | | | | | |
| 41 | | 12" SD | 35.7 | | | ST | Y | | | | | |
| 42 | CB 300-9104 | CB TYPE 2-48" | | | | ST | Y | | | | | |
| 43 | | 12" SD | 70.3 | | | ST | Y | | | | | |
| 44 | CB 300-9105 | MH Type 1 - 72" | | | | LYN | | | Y | | | |
| 45 | | | | | | | | | | | | |
| 46 | CB 300-9110 | CB TYPE 1 | | | | ST | Y | | | | | |
| 47 | | 12" SD | 24.8 | | | ST | Y | | | | | |
| 48 | CB 300-9103 | CB TYPE 1 | | | | ST | Y | | | | | |
| 49 | | 12" SD | 29.5 | | | ST | Y | | | | | |
| 50 | CB 300-9104 | CB TYPE 2-48" | | | | ST | Y | | | | | |
| 51 | | | | | | | | | | | | |
| 52 | 200th St SW (North side between 46th Ave W and 44th Ave W) | | | | | | | | | | | |
| 53 | CB 300-7070 | CB Type 1 | | | | LYN | | | Y | | | |
| 54 | | 12" SD | 126.0 | | | LYN | | | Y | | | |
| 55 | CB 300-7071 | CB Type 1 | | | | LYN | | | Y | | | |
| 56 | | 12" SD | 101.5 | | | LYN | | | Y | | | |
| 57 | CB 300-7076 | CB Type 1 | | | | LYN | | | Y | | | |
| 58 | | 12" SD | 105.1 | | | LYN | | | Y | | | |
| 59 | CB 300-7072 | CB Type 1 | | | | LYN | | | Y | | | |
| 60 | | 12" SD | 19.3 | | | LYN | | | Y | | | |
| 61 | EX CB | EX CB | | | | LYN | | | Y | | | |
| 62 | | | | | | | | | | | | |
| 63 | CB 300-7077 | CB Type 1 | | | | LYN | | | Y | | | |
| 64 | | 12" SD | 18.1 | | | LYN | | | Y | | | |
| 65 | CB 300-7076 | CB Type 1 | | | | LYN | | | Y | | | |
| 66 | | | | | | | | | | | | |
| 67 | CB 300-7078 | CB Type 1 | | | | LYN | | | Y | | | |
| 68 | | 12" SD | 22.0 | | | LYN | | | Y | | | |
| 69 | CB 300-7072 | CB Type 1 | | | | LYN | | | Y | | | |
| 70 | | | | | | | | | | | | |
| 71 | | | | | | | | | | | | |
| 72 | CB 300-7080 | CB Type 1 | | | | LYN | | | Y | | | |
| 73 | | 12" SD | 27.9 | | | LYN | | | Y | | | |
| 74 | CB 300-7079 | CB Type 1 | | | | LYN | | | Y | | | |
| 75 | | 12" SD | 45.7 | | | LYN | | | Y | | | |
| 76 | EX CB | EX CB | | | | LYN | | | Y | | | |

EXHIBIT B1.2 STREET MAINTENANCE MATRIX

| | | | | | | | | | | | | | |
|-----|---|-----------------|-------|--|--|-----|--|--|---|--|--|--|--|
| 77 | 200th St SW & 46th Ave W intersection | | | | | | | | | | | | |
| 78 | CB 300-7083 | CB Type 1 | | | | LYN | | | Y | | | | |
| 79 | | 12" SD | 12.7 | | | LYN | | | Y | | | | |
| 80 | EX CB | EX CB | | | | LYN | | | Y | | | | |
| 81 | | | | | | | | | | | | | |
| 82 | CB 300-7073 | CB Type 1 | | | | LYN | | | Y | | | | |
| 83 | | 12" SD | 6.3 | | | LYN | | | Y | | | | |
| 84 | CB 300-7074 | CB Type 1 | | | | LYN | | | Y | | | | |
| 83 | | 12" SD | 49.0 | | | LYN | | | Y | | | | |
| 84 | CB 300-7075 | CB Type 1 | | | | LYN | | | Y | | | | |
| 85 | | 12" SD | 25.5 | | | LYN | | | Y | | | | |
| 86 | CB 300-7801 | EX CB | | | | LYN | | | Y | | | | |
| 87 | | | | | | | | | | | | | |
| 88 | CB 300-7802 | CB Type 1 | | | | LYN | | | Y | | | | |
| 89 | | 12" SD | 221.9 | | | LYN | | | Y | | | | |
| 90 | CB 300-7801 | | | | | LYN | | | Y | | | | |
| 91 | | | | | | | | | | | | | |
| 92 | CB 300-7068 | Conc Inlet | | | | LYN | | | Y | | | | |
| 93 | | 12" SD | 5.9 | | | LYN | | | Y | | | | |
| 94 | CB 300-7067 | CB Type 1 | | | | LYN | | | Y | | | | |
| 95 | | | | | | | | | | | | | |
| 96 | CB 300-7052 | CB Type 1 | | | | LYN | | | Y | | | | |
| 97 | | 12" SD | 36.0 | | | LYN | | | Y | | | | |
| 98 | EX CB 300-7051 | EX CB | | | | LYN | | | Y | | | | |
| 99 | 200th St SW & 48th Ave W intersection | | | | | | | | | | | | |
| 100 | CB 300-8004 | CB Type 1 | | | | LYN | | | Y | | | | |
| 101 | | 12" SD | 39.0 | | | LYN | | | Y | | | | |
| 102 | CB 300-8005 | CB Type 2 - 48" | | | | LYN | | | Y | | | | |
| 103 | | 12" SD | 27.5 | | | LYN | | | Y | | | | |
| 104 | Structure - (464) | EX CB | | | | LYN | | | Y | | | | |
| 105 | | | | | | | | | | | | | |
| 106 | CB 300-8006 | CB Type 2 - 48" | | | | LYN | | | Y | | | | |
| 107 | | 12" SD | 47.1 | | | LYN | | | Y | | | | |
| 108 | Structure - (464) | EX CB | | | | LYN | | | Y | | | | |
| 109 | | | | | | | | | | | | | |
| 110 | 200th St SW & 48th Ave W intersection (WEST) | | | | | | | | | | | | |
| 111 | CB 300-8003 | CB Type 1 | | | | LYN | | | Y | | | | |
| 112 | | 12" SD | 154.0 | | | LYN | | | Y | | | | |
| 113 | CB 300-8002 | CB Type 1 | | | | LYN | | | Y | | | | |
| 114 | | 12" SD | 106.7 | | | LYN | | | Y | | | | |
| 115 | CB 300-8001 | CB Type 1 | | | | LYN | | | Y | | | | |
| 116 | | 12" SD | 62.6 | | | LYN | | | Y | | | | |
| 117 | EX CB | EX CB | | | | LYN | | | Y | | | | |
| 118 | | | | | | | | | | | | | |
| 119 | CB 300-8010 | CB Type 1 | | | | LYN | | | Y | | | | |
| 120 | | 12" SD | 67.3 | | | LYN | | | Y | | | | |
| 121 | CB 300-8011 | CB Type 1 | | | | LYN | | | Y | | | | |
| 122 | | 12" SD | 46.4 | | | LYN | | | Y | | | | |
| 123 | EX CB | EX CB | | | | LYN | | | Y | | | | |

**EXHIBIT B2.1
STATION MAINTENANCE MATRIX**

**L300 Lynnwood Link
Lynnwood Station - Storm Drain System**

| Item# | Infrastructure ID | Structure Type/ Pipe Diameter | Pipe Length (ft) | Facility Size | Notes | Ownership | Maintenance Responsibility | | | | | REMARKS |
|-------------------------------|-------------------|-------------------------------|------------------|---------------|-------|-----------|----------------------------|-----------------------------------|------------------|------------------------------------|-------|---------|
| | | | | | | | Sound Transit Operation | Sound Transit Property Management | City of Lynnwood | Independent Third party Contractor | WSDOT | |
| 48th Ave W System | | | | | | | | | | | | |
| 1 | CB 300-8126 | CB Type 2 - 60" | | | | LYN | | | | | Y | |
| 2 | | 36" SD | 33.5 | | | LYN | | | | | Y | |
| 3 | CB 300-8125 | CB Type 2 - 60" | | | | LYN | | | | | Y | |
| 4 | | 36" SD | 134.0 | | | LYN | | | | | Y | |
| 5 | CB 300-8124 | CB Type 2 - 60" | | | | LYN | | | | | Y | |
| 6 | | 12" SD | 72.0 | | | LYN | | | Y | | | |
| 7 | CB 300-8117 | CB Type 1 | | | | LYN | | | Y | | | |
| 8 | CB 300-8118 | CB Type 1 | | | | LYN | | | Y | | | |
| 9 | | 12" SD | 56.7 | | | LYN | | | Y | | | |
| 10 | CB 300-8117 | CB Type 1 | | | | LYN | | | Y | | | |
| 11 | | 12" SD | 130.7 | | | LYN | | | Y | | | |
| 12 | CB 300-8112 | CB Type 1 | | | | LYN | | | Y | | | |
| 13 | | 12" SD | 48.7 | | | LYN | | | Y | | | |
| 14 | CB 300-8113 | CB Type 1 | | | | ST | | | Y | | | |
| 15 | | 12" SD | 64.1 | | | LYN | | | Y | | | |
| 16 | CB 300-8114 | CB Type 1 | | | | ST | | | Y | | | |
| 17 | | 12" SD | 68.1 | | | LYN | | | Y | | | |
| 18 | CB 300-8115 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 19 | | 12" SD | 104.5 | | | ST | | | Y | | | |
| 20 | CB 300-7004 | CB Type 1 | | | | ST | | | Y | | | |
| 21 | | 18" SD | 230.0 | | | LYN | | | Y | | | |
| 22 | CB 300-7005 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 23 | | 18" SD | 88.9 | | | ST | | | Y | | | |
| 24 | CB 300-7006 | CB Type 2-48" | | | | ST | | | Y | | | |
| 25 | | 18" SD | 126.5 | | | ST | | | Y | | | |
| 26 | CB 300-7007 | CB Type 2-48" | | | | ST | | | Y | | | |
| 27 | | 18" SD | 98.4 | | | ST | | | Y | | | |
| 28 | CB 300-7008 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 29 | | 18" SD | 62.2 | | | LYN | | | Y | | | |
| 30 | CB 300-7009 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 31 | | 24" SD | 159.0 | | | LYN | | | Y | | | |
| 32 | CB 300-7010 | CB Type 2-60" | | | | ST | | | Y | | | |
| 33 | | 24" SD | 109.7 | | | ST | Y | | | | | |
| 34 | CB 300-7012 | CB Type 2-60" | | | | ST | Y | | | | | |
| 35 | | 24" SD | 32.9 | | | ST | Y | | | | | |
| 36 | CB 300-7013 | CB Type 2-60" | | | | ST | Y | | | | | |
| 37 | | 24" SD | 39.9 | | | ST | Y | | | | | |
| 38 | CB 300-7014 | CB Type 2-48" | | | | ST | Y | | | | | |
| 39 | | 24" SD | 61.7 | | | ST | Y | | | | | |
| 40 | Outfall #1 | | | | | ST | Y | | | | | |
| EX LYN NW Detention | | | | | | | | | | | | |
| 41 | | #N/A | | | | ST | Y | | | | | |
| 42 | | 18" SD | 79.5 | | | ST | Y | | | | | |
| 43 | CB 300-7005 | CB Type 2-48" | | | | ST | Y | | | | | |
| LYN 3 Detention | | | | | | | | | | | | |
| | | Detention Pipe | | | | ST | Y | | | | | |
| | | 36" SD | 6.3 | | | ST | Y | | | | | |
| 44 | CB 300-7320 | CB Type 2-60" | | | | ST | Y | | | | | |
| 45 | | 18" SD | 72.7 | | | ST | Y | | | | | |
| 46 | CB 300-7321 | CB Type 2-48" | | | | ST | Y | | | | | |
| 47 | | 18" SD | 29.8 | | | ST | Y | | | | | |
| 48 | CB 300-7007 | CB Type 2-48" | | | | ST | Y | | | | | |
| LYN 3 Detention System | | | | | | | | | | | | |
| 50 | CB 300-8107 | CB Type 1 | | | | LYN | | | Y | | | |
| 51 | | 12" SD | 184.6 | | | LYN | | | Y | | | |
| 52 | CB 300-8106 | CB Type 1 | | | | LYN | | | Y | | | |
| 53 | | 12" SD | 55.4 | | | LYN | | | Y | | | |
| 54 | CB 300-8104 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 55 | CB 300-8105 | CB Type 1 | | | | LYN | | | Y | | | |
| 56 | | 12" SD | 184.5 | | | LYN | | | Y | | | |
| 57 | CB 300-8104 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 58 | | 12" SD | 37.0 | | | LYN | | | Y | | | |
| 59 | CB 300-8103 | CB Type 1 | | | | LYN | | | Y | | | |
| 60 | | 12" SD | 21.7 | | | LYN | | | Y | | | |
| 61 | CB 300-8102 | CB Type 1 | | | | LYN | | | Y | | | |
| 62 | | 12" SD | 127.1 | | | LYN | | | Y | | | |
| 63 | CB 300-8101 | CB Type 1 | | | | LYN | | | Y | | | |
| 64 | | 12" SD | 53.3 | | | LYN | | | Y | | | |
| 65 | LYN 3 WQ B | WQ | | | | ST | | | Y | | | |
| 66 | | 12" SD | 22.3 | | | LYN | | | Y | | | |
| 67 | CB 300-8120 | CB Type 2 - 48" | | | | LYN | | | Y | | | |
| 68 | | 12" SD | 16.7 | | | LYN | | | Y | | | |
| 69 | CB 300-7001 | CB Type 2-48" | | | | ST | | | Y | | | |
| 70 | | 18" SD | 99.0 | | | LYN | | | Y | | | |
| 71 | CB 300-7002 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 72 | | 18" SD | 33.7 | | | LYN | | | Y | | | |
| 73 | CB 300-7017 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 74 | | 12" SD | 90.9 | | | LYN | | | Y | | | |
| 75 | CB 300-7016 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 76 | | 18" SD | 26.7 | | | LYN | | | Y | | | |
| 77 | CB 300-7003 | CB Type 2-48" | | | | LYN | | | Y | | | |
| 78 | | 18" SD | 72.2 | | | LYN | Y | | | | | |
| 79 | CB 300-7350 | CB Type 2-48" | | | | LYN | Y | | | | | |
| 80 | | 12" SD | 162.2 | | | LYN | Y | | | | | |
| 81 | CB 300-7351 | CB Type 2-48" | | | | LYN | Y | | | | | |
| 82 | | 12" SD | 28.0 | | | LYN | Y | | | | | |
| 83 | CB 300-7352 | CB Type 2-48" | | | | LYN | Y | | | | | |
| 84 | | 12" SD | 108.7 | | | LYN | Y | | | | | |
| 85 | CB 300-7353 | CB Type 2-60" | | | | LYN | Y | | | | | |

EXHIBIT B2.2
STATION MAINTENANCE MATRIX

| | | | | | | | | | | |
|---|-----------------|-----------------|-------|-----------------------|-----|---|--|---|--|-----------------|
| 86 | CB 300-7330 | CB Type 1 | | | ST | Y | | | | |
| 87 | | 12" SD | 40.7 | | ST | Y | | | | |
| 88 | CB 300-7331 | CB Type 1 | | | ST | Y | | | | |
| 89 | | 12" SD | 57.6 | | ST | Y | | | | |
| 90 | CB 300-7332 | CB Type 2 - 60" | | | ST | Y | | | | |
| 91 | | 36" SD | 4.9 | | ST | Y | | | | |
| 92 | LYN 3 Detention | Detention Pipe | | | ST | Y | | | | |
| 93 | LYN 3 WQ A | WQ BMP | | | ST | Y | | | | |
| 94 | | 8" SD | 2.6 | | ST | Y | | | | |
| 95 | CB 300-7333 | WQ BMP | | | ST | Y | | | | |
| 96 | | 12" SD | 42.6 | | ST | Y | | | | |
| 97 | LYN 3 Detention | WQ BMP | | | ST | Y | | | | |
| 98 | CO 300-7380 | CO | | | ST | Y | | | | |
| 99 | | 6" SD | 11.5 | | ST | Y | | | | |
| 100 | CO 300-7373 | CO | | | ST | Y | | | | |
| 101 | | 8" SD | 63.1 | | ST | Y | | | | |
| 102 | CO 300-7374 | CO | | | ST | Y | | | | |
| 103 | | 8" SD | 83.0 | | ST | Y | | | | |
| 104 | CO 300-7382 | CO | | | ST | Y | | | | |
| 105 | | 8" SD | 11.8 | | ST | Y | | | | |
| 106 | CO 300-7383 | CO | | | ST | Y | | | | |
| 107 | | 8" SD | 12.7 | | ST | Y | | | | |
| 108 | CO 300-7372 | CO | | | ST | Y | | | | |
| 109 | | 12" SD | 12.8 | | ST | Y | | | | |
| 110 | CB 300-7371 | CB Type 1 | | | ST | Y | | | | |
| 111 | | 12" SD | 44.2 | | ST | Y | | | | |
| 112 | CB 300-7341 | CB Type 2-48" | | | ST | Y | | | | |
| 113 | | 12" SD | 93.9 | | ST | Y | | | | |
| 114 | CB 300-7314 | CB Type 2-60 | | | ST | Y | | | | |
| 115 | | 36" SD | 6.3 | | ST | Y | | | | |
| 116 | LYN 3 Detention | Detention Pipe | | | ST | Y | | | | |
| 117 | AD 300-7375 | Area Drain | | | ST | Y | | | | |
| 118 | | 8" SD | 14.1 | | ST | Y | | | | |
| 119 | AD 300-7376 | Area Drain | | | ST | Y | | | | |
| 120 | | 8" SD | 14.9 | | ST | Y | | | | |
| 121 | AD 300-7384 | Area Drain | | | ST | Y | | | | |
| 122 | | 8" SD | 14.1 | | ST | Y | | | | |
| 123 | AD 300-7385 | Area Drain | | | ST | Y | | | | |
| 124 | | 8" SD | 7.3 | | ST | Y | | | | |
| 125 | CO 300-7386 | CO | | | ST | Y | | | | |
| 126 | | 8" SD | 26.8 | | ST | Y | | | | |
| 127 | CO 300-7387 | CO | | | ST | Y | | | | |
| 128 | | 8" SD | 9.4 | | ST | Y | | | | |
| 129 | CO 300-7372 | CO | | | ST | Y | | | | |
| 127 | CB 300-7340 | CB Type 1 | | | ST | Y | | | | |
| 128 | | 12" SD | 46.5 | | ST | Y | | | | |
| 129 | CB 300-7341 | CB Type 2-48" | | | ST | Y | | | | |
| 130 | | 12" SD | 93.9 | | ST | Y | | | | |
| 131 | CB 300-7314 | CB Type 2-60 | | | ST | Y | | | | |
| 132 | | 36" SD | 6.3 | | ST | Y | | | | |
| 133 | LYN 3 Detention | Detention Pipe | | | ST | Y | | | | |
| 134 | CB 300-7317 | CB PVC | | | ST | Y | | | | |
| 135 | | 8" SD | 29.2 | | ST | Y | | | | |
| 136 | CB 300-7316 | CB Type 2-48" | | | ST | Y | | | | |
| 137 | CO 300-7318 | CB PVC | | | ST | Y | | | | |
| 138 | | 8" SD | 34.3 | | ST | Y | | | | |
| 139 | CB 300-7316 | CB Type 2-48" | | | ST | Y | | | | |
| 140 | | 12" SD | 46.5 | | ST | Y | | | | |
| 141 | CB 300-7315 | CB Type 2-48" | | | ST | Y | | | | |
| 142 | | 12" SD | 51.9 | | ST | Y | | | | |
| 143 | CB 300-7314 | CB Type 2-60 | | | ST | Y | | | | |
| 144 | | 36" SD | 6.3 | | ST | Y | | | | |
| 145 | LYN 3 Detention | Detention Pipe | | 1310 LF - 7' Dia Pipe | ST | Y | | | | 22% City, 78% S |
| Vault LYN Ex NW Detention System | | | | | | | | | | |
| 146 | CB 300-7026 | CB Type 1 | | | LYN | Y | | | | |
| 147 | | 12" SD | 78.4 | | LYN | Y | | | | |
| 148 | CB 300-7020 | CB Type 1 | | | LYN | Y | | | | |
| 149 | | 12" SD | 184.7 | | ST | Y | | | | |
| 150 | CB 300-7021 | CB Type 1 | | | LYN | Y | | | | |
| 151 | | 12" SD | 80.8 | | ST | Y | | | | |
| 152 | CB 300-7022 | CB Type 1 | | | LYN | Y | | | | |
| 153 | | 12" SD | 60.0 | | ST | Y | | | | |
| 154 | CB 300-7023 | CB Type 1 | | | LYN | Y | | | | |
| 155 | | 12" SD | 56.0 | | ST | Y | | | | |
| 156 | CB 300-7024 | CB Type 1 | | | LYN | Y | | | | |
| 157 | | 12" SD | 50.3 | | LYN | | | Y | | |
| 158 | CB 300-7025 | CB Type 1 | | | LYN | | | Y | | |
| 158 | CB 300-7033 | CB Type 1 | | | LYN | | | Y | | |
| 159 | | 12" SD | 143.0 | | LYN | | | Y | | |
| 160 | CB 300-7031 | CB Type 1 | | | LYN | | | Y | | |
| 161 | | 12" SD | 120.0 | | LYN | | | Y | | |
| 162 | CB 300-7030 | CB Type 1 | | | LYN | | | Y | | |
| 163 | | 12" SD | 123.9 | | LYN | | | Y | | |
| 164 | CB 300-7025 | CB Type 1 | | | LYN | | | Y | | |
| 165 | | 12" SD | 48.6 | | ST | Y | | | | |
| 166 | EX. CB 0412 | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 167 | | 18" SD | 80.0 | | ST | Y | | | | |
| 168 | EX. CB 0434 | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 169 | | 18" SD | 74.0 | | ST | Y | | | | |
| 170 | EX. CB 0417 | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 171 | | 18" SD | 15.0 | | ST | Y | | | | |
| 172 | EX. CB 0436 | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 173 | | 18" SD | 35.0 | | ST | Y | | | | |
| 174 | EX. CB 0421B | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 175 | | 18" SD | 33.0 | | St | Y | | | | |

**EXHIBIT B2.3
STATION MAINTENANCE MATRIX**

| | | | | | | | | | | |
|-----|--|-----------------|-------|-----------------------|-----|---|---|---|--|--|
| 176 | EX. CB 0421 | CB TYPE 2 - 48" | | | ST | Y | | | | |
| 177 | | 18" SD | 14.0 | | ST | Y | | | | |
| 178 | EX LYN NW Detention | Detention | | Vault 170' x 20' x 7' | ST | Y | | | | |
| 179 | EX LYN NW Detention | Detention | | | ST | Y | | | | |
| 180 | | 18" SD | | | ST | Y | | | | |
| | CB 300-7005 | CB Type 2-48" | | | LYN | | | Y | | |
| 181 | LYN 9-1 Detention System | | | | | | | | | |
| 182 | CB 300-9106 | CB Type 1 | | | LYN | | | Y | | |
| 183 | | 12" SD | 96.1 | | LYN | | | Y | | |
| 184 | CB 300-9111 | CB Type 2 - 48" | | | LYN | | | Y | | |
| | | | | | | | | Y | | |
| 184 | CB 300-9112 | CB Type 1 | | | LYN | | | Y | | |
| 185 | | 12" SD | 16.9 | | LYN | | | Y | | |
| 186 | CB 300-9101 | CB Type 1 | | | LYN | | | Y | | |
| | | | | | | | | Y | | |
| 186 | CB 300-9102 | CB Type 1 | | | LYN | | | Y | | |
| 187 | | 12" SD | 45.5 | | LYN | | | Y | | |
| 188 | CB 300-9101 | CB Type 1 | | | LYN | | | Y | | |
| 189 | | 12" SD | 20.1 | | LYN | | | Y | | |
| 190 | CB 300-9111 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 191 | | 36" SD | 5.0 | | LYN | | | Y | | |
| 192 | LYN 9-1 Detention | Detention | | | LYN | | | Y | | |
| 193 | | 36" SD | 4.9 | | LYN | | | Y | | |
| 194 | CB 300-9116 | CB Type 2 - 60" | | | LYN | | | Y | | |
| | 44th Ave W System (East side of street) | | | | | | | | | |
| 194 | CB 300-9116 | CB Type 2 - 60" | | | LYN | | | Y | | |
| 195 | | 12" SD | 9.8 | | LYN | | | Y | | |
| 196 | CB 300-9104 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 197 | | 12" SD | 71.6 | | ST | | | Y | | |
| 198 | CB 300-9105 | CB Type 2 - 72" | | | LYN | | | Y | | |
| | | | | | | | | Y | | |
| 198 | CB 300-9110 | CB Type 1 | | | LYN | Y | | | | |
| 199 | | 12" SD | 24.7 | | LYN | Y | | | | |
| 200 | CB 300-9103 | CB Type 1 | | | LYN | Y | | | | |
| 201 | | 12" SD | 29.5 | | LYN | Y | | | | |
| 202 | CB 300-9104 | CB Type 2 - 48" | | | LYN | Y | | | | |
| | | | | | | | | | | |
| 203 | CB 300-9113 | CB TYPE 1 | | | LYN | Y | | | | |
| 204 | | 12" SD | 43.5 | | LYN | Y | | | | |
| 205 | CB 300-9114 | CB Type 1 | | | LYN | Y | | | | |
| 206 | | 12" SD | 10.3 | | LYN | Y | | | | |
| 207 | CB 300-9115 | CB Type 2 - 48" | | | LYN | Y | | | | |
| 208 | | 12" SD | 35.7 | | LYN | Y | | | | |
| 209 | CB 300-9104 | CB Type 2 - 48" | | | LYN | Y | | | | |
| | | | | | | | | | | |
| 209 | CB 300-9109 | CB Type 1 | | | LYN | | | Y | | |
| 210 | | 12" SD | 15.9 | | LYN | | | Y | | |
| 211 | CB 300-9108 | CB Type 1 | | | LYN | | | Y | | |
| 212 | | 12" SD | 11.9 | | LYN | | | Y | | |
| 213 | CB 300-9107 | CB Type 1 | | | LYN | | | Y | | |
| 214 | | 12" SD | 17.2 | | LYN | | | Y | | |
| 215 | CB 300-9105 | CB Type 2 - 72" | | | LYN | | | Y | | |
| | | | | | | | | | | |
| 215 | LYN 9-1 WQ | WQ BMP | | | LYN | | | Y | | |
| 216 | | 8" SD | 1.2 | | ST | | | Y | | |
| 217 | CB 300-9107 | CB Type 1 | | | LYN | | | Y | | |
| 218 | | 12" SD | 17.2 | | LYN | | | Y | | |
| 219 | CB 300-9105 | CB Type 2 - 72" | | | LYN | | | Y | | |
| | | | | | | | | | | |
| | LYN 4 Detention Pipe System | | | | | | | | | |
| 219 | CB 300-7411 | CB Type 1 | | | ST | | Y | | | |
| 220 | | 12" SD | 50.9 | | ST | | Y | | | |
| 221 | CB 300-7412 | CB Type 1 | | | ST | | Y | | | |
| 222 | | 12" SD | 29.3 | | ST | | Y | | | |
| 223 | EX CB 300-7413 | EX CB | | | ST | | Y | | | |
| | | | | | | | Y | | | |
| 223 | CB 300-7410 | CB Type 1L | | | ST | | Y | | | |
| 224 | | 12" SD | 39.4 | | ST | | Y | | | |
| 225 | CB 300-7414 | CB Type 2 - 60" | | | ST | | Y | | | |
| | | | | | | | | | | |
| 226 | EX CB 357 | EX CB | | | ST | | Y | | | |
| 227 | | 12" SD | 54.0 | | ST | | Y | | | |
| 228 | CB 300-7414 | CB Type 2 - 60" | | | ST | | Y | | | |
| 229 | | 18" SD | 37.9 | | ST | | Y | | | |
| 230 | MH 300-7415 | MH Type 1 - 48" | | | ST | Y | | | | |
| 231 | | 18" SD | | | ST | Y | | | | |
| 232 | Outfall #2 | | | | ST | Y | | | | |
| | | | | | | | | | | |
| 233 | LYN 4 WQ A | WQ BMP | | | LYN | | | Y | | |
| 234 | | 6" SD | 5.0 | | LYN | | | Y | | |
| 235 | CB 300-7407 | CB Type 1 | | | LYN | | | Y | | |
| 236 | | 12" SD | 216.5 | | LYN | | | Y | | |
| | CB 300-7408 | CB Type 1 | | | LYN | | | Y | | |
| | | | | | | | | | | |
| 237 | LYN 4 WQ B | WQ | | | LYN | | | Y | | |
| 238 | | 6" SD | 5.0 | | LYN | | | Y | | |
| 239 | CB 300-7408 | CB Type 1 | | | LYN | | | Y | | |
| 240 | | 12" SD | 109.4 | | LYN | | | Y | | |
| 241 | CB 300-7403 | #N/A | | | LYN | | | Y | | |
| 242 | | 12" SD | 104.0 | | LYN | | | Y | | |
| 243 | CB 300-7413 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 244 | | 12" SD | 143.1 | | LYN | | | Y | | |
| 245 | CB 300-7415 | MH Type 1 - 48" | | | ST | | | Y | | |
| | | | | | | | | | | |
| 246 | CB 300-7409 | CB Type 1 | | | LYN | | | Y | | |
| 247 | | 12" SD | 17.3 | | LYN | | | Y | | |
| 248 | CB 300-7408 | CB Type 1 | | | LYN | | | Y | | |
| | | | | | | | | | | |
| 249 | CB 300-7406 | CB Type 1 | | | ST | Y | | | | |
| 250 | | 12" SD | 17.2 | | ST | Y | | | | |

EXHIBIT B2.4
STATION MAINTENANCE MATRIX

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|-----|----------------------------|-----------------|-------|-----------------------|--|-----|---|--|---|--|----------------|
| 251 | CB 300-7415 | MH Type 1 - 48" | | | | ST | | | Y | | |
| 252 | | 12" SD | 77.8 | | | ST | | | Y | | |
| 253 | CB 300-7405 | CB Type 1 | | | | ST | | | Y | | |
| 254 | | 12" SD | 11.3 | | | ST | | | Y | | |
| 255 | CB 300-7458 | CB Type 1 | | | | ST | | | Y | | |
| 256 | | 12" SD | 45.7 | | | ST | | | Y | | |
| 257 | CB 300-7459 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 258 | CB 300-7404 | CB Type 1 | | | | ST | Y | | | | |
| 259 | | 12" SD | 39.7 | | | ST | Y | | | | |
| 260 | CB 300-7459 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 261 | | 36" SD | 3.5 | | | ST | Y | | | | |
| 262 | LYN 4 Detention | Detention Pipe | | | | ST | Y | | | | |
| 263 | | 36" SD | 4.9 | | | ST | Y | | | | |
| 264 | CB 300-7460 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 265 | | 12" SD | 7.8 | | | ST | Y | | | | |
| 266 | MH 300-7415 | MH Type 1 - 48" | | | | ST | Y | | | | |
| 267 | AD 300-7490 | Area Drain | | | | ST | Y | | | | |
| 268 | | 8" SD | 30.0 | | | ST | Y | | | | |
| 269 | AD 300-7463 | Area Drain | | | | ST | Y | | | | |
| 270 | | 8" SD | 21.4 | | | ST | Y | | | | |
| 271 | CO 300-7499 | CO | | | | ST | Y | | | | |
| 272 | | 8" SD | 43.7 | | | ST | Y | | | | |
| 273 | CO 300-7470 | CO | | | | ST | Y | | | | |
| 274 | | 8" SD | 38.9 | | | ST | Y | | | | |
| 275 | CO 300-7460 | CO | | | | ST | Y | | | | |
| 276 | | 8" SD | 39.2 | | | ST | Y | | | | |
| 277 | CB 300-7431 | CB Type 2 - 48" | | | | ST | Y | | | | |
| 278 | | 12" SD | 24.0 | | | ST | Y | | | | |
| 279 | CB 300-7473 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 280 | | 36" SD | 4.9 | | | ST | Y | | | | |
| 281 | LYN 4 Detention | Detention Pipe | | | | ST | Y | | | | |
| 282 | AD 300-7467 | Area Drain | | | | ST | Y | | | | |
| 283 | | 8" SD | 8.3 | | | ST | Y | | | | |
| 284 | CO 300-7465 | Basic | | | | ST | Y | | | | |
| 285 | | 8" SD | 19.6 | | | ST | Y | | | | |
| 286 | AD 300-7491 | Area Drain | | | | ST | Y | | | | |
| 287 | | 8" SD | 7.8 | | | ST | Y | | | | |
| 288 | AD 300-7464 | Area Drain | | | | ST | Y | | | | |
| 289 | | 8" SD | 13.4 | | | ST | Y | | | | |
| 290 | AD 300-7466 | Area Drain | | | | ST | Y | | | | |
| 291 | | 8" SD | 38.6 | | | ST | Y | | | | |
| 292 | CO 300-7471 | Basic | | | | ST | Y | | | | |
| 293 | | 8" SD | 69.3 | | | ST | Y | | | | |
| 294 | CO 300-7472 | Basic | | | | ST | Y | | | | |
| 295 | AD 300-7492 | Area Drain | | | | ST | Y | | | | |
| 296 | | 8" SD | 17.4 | | | ST | Y | | | | |
| 297 | AD 300-7493 | Area Drain | | | | ST | Y | | | | |
| 298 | | 8" SD | 15.9 | | | ST | Y | | | | |
| 299 | AD 300-7494 | Area Drain | | | | ST | Y | | | | |
| 300 | | 8" SD | 12.9 | | | ST | Y | | | | |
| 301 | AD 300-7495 | Area Drain | | | | ST | Y | | | | |
| 302 | | 8" SD | 7.1 | | | ST | Y | | | | |
| 303 | CO 300-7496 | Basic | | | | ST | Y | | | | |
| 304 | | 8" SD | 33.7 | | | ST | Y | | | | |
| 305 | CO 300-7472 | Basic | | | | ST | Y | | | | |
| 306 | | 8" SD | 41.1 | | | ST | Y | | | | |
| 307 | CB 300-7473 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 308 | | 36" SD | 4.9 | | | ST | Y | | | | |
| | LYN 4 Detention | Detention Pipe | | | | ST | Y | | | | |
| 309 | CB 300-7474 | CB Type 1 | | | | ST | Y | | | | |
| 310 | | 12" SD | 8.2 | | | ST | Y | | | | |
| 311 | LYN 4 WQ C | WQ BMP | | | | ST | Y | | | | |
| 312 | | | 32.8 | | | ST | Y | | | | |
| 313 | CB 300-7432 | CB PVC | | | | ST | Y | | | | |
| 314 | | 12" SD | 17.8 | | | ST | Y | | | | |
| 315 | LYN 4 Detention | Detention Pipe | | 1140 LF, 7' DIA. PIPE | | ST | Y | | | | 9% City, 91% S |
| | West Pond | | | | | | | | | | |
| 316 | CB 300-7832 | CB Type 1 | | | | LYN | | | Y | | |
| 317 | | 12" SD | 123.0 | | | ST | | | Y | | |
| 318 | CB 300-7833 | CB Type 1 | | | | LYN | | | Y | | |
| 319 | | 12" SD | 94.2 | | | ST | | | Y | | |
| 320 | CB 300-7834 | CB Type 1 | | | | LYN | | | Y | | |
| 321 | | 12" SD | 199.2 | | | ST | | | Y | | |
| 322 | CB 300-7835 | CB Type 1 | | | | LYN | | | Y | | |
| 323 | | 12" SD | 137.0 | | | ST | | | Y | | |
| 324 | CB 300-7836 | CB Type 1 | | | | LYN | | | Y | | |
| 325 | | 12" SD | 95.0 | | | ST | | | Y | | |
| 326 | CB 300-7837 | CB Type 1 | | | | LYN | | | Y | | |
| 327 | | 12" SD | 10.0 | | | ST | | | Y | | |
| 328 | CB 300-7843 | CB Type 1 | | | | LYN | | | Y | | |
| 329 | | 12" SD | 76.0 | | | ST | | | Y | | |
| 330 | CB 300-7838 | CB Type 2-48" | | | | LYN | | | Y | | |
| 331 | | 12" SD | 57.2 | | | ST | | | Y | | |
| | LYN Ex West Pond Detention | | | | | ST | Y | | | | |
| 332 | West Pond | | | | | ST | Y | | | | |
| 333 | | 12" SD | 14.8 | | | ST | Y | | | | |
| 334 | CB 300-7015 | CB Type 2-60 | | | | ST | Y | | | | |
| | | | 8.0 | | | | | | | | |
| 335 | CB 300-7840 | CB Type 1 | | | | LYN | | | Y | | |
| 336 | | 12" SD | 144.6 | | | LYN | | | Y | | |
| 337 | CB 300-7838 | CB Type 2-48" | | | | LYN | | | Y | | |
| | | | 57.2 | | | | | | | | |
| 338 | CB 300-7890 | CB Type 1 | | | | LYN | | | Y | | |
| 339 | | 12" SD | 17.9 | | | LYN | | | Y | | |
| 340 | CB 300-7834 | CB Type 1 | | | | LYN | | | Y | | |
| | | | 199.2 | | | | | | | | |

EXHIBIT B2.5
STATION MAINTENANCE MATRIX

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|-----|---------------------------------------|-----------------|--------|--|-----|---|--|---|--|--|
| 341 | CB 300-7360 | CB Type 2-48" | | | ST | Y | | | | |
| 342 | | 18" SD | 22.5 | | ST | Y | | | | |
| 343 | CB 300-7014 | CB Type 2-48" | | | ST | Y | | | | |
| 344 | CB 300-7015 | CB Type 2-60 | | | ST | Y | | | | |
| 345 | | 18" SD | 8.0 | | ST | Y | | | | |
| 346 | CB 300-7013 | CB Type 2-60" | | | ST | Y | | | | |
| 347 | | 24" SD | 39.9 | | ST | Y | | | | |
| 348 | CB 300-7014 | CB Type 2-48" | | | ST | Y | | | | |
| 349 | | 24" SD | 61.7 | | ST | Y | | | | |
| 350 | Outfall #1 | | | | ST | Y | | | | |
| 351 | Bypass System along 44th Ave W | | | | | | | | | |
| 352 | CB 300-7060 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 353 | | 18 | 132.06 | | LYN | | | Y | | |
| 354 | Outfall #3 | | | | LYN | Y | | | | |
| 355 | | | | | | | | | | |
| 356 | CB 300-7061 | CB Type 1 | | | ST | Y | | | | |
| 357 | | 12" SD | 22.73 | | ST | Y | | | | |
| 358 | CB 300-7062 | CB Type 1 | | | ST | Y | | | | |
| 359 | | 12" SD | 10.8 | | ST | Y | | | | |
| 360 | CB 300-7063 | CB Type 2 - 48" | | | ST | Y | | | | |
| 361 | | 18" SD | 31.52 | | LYN | | | Y | | |
| 362 | EX CB 300-7064 | EX CB | | | LYN | | | Y | | |
| 363 | | 48" SD | 120 | | LYN | | | Y | | |
| 364 | CB 300-7454 | EX CB | | | LYN | | | Y | | |
| 365 | | 18" SD | 99.9 | | LYN | | | Y | | |
| 366 | CB 300-7455 | EX CB | | | LYN | | | Y | | |
| 367 | | 18" SD | 36.34 | | LYN | | | Y | | |
| 368 | CB 300-7456 | EX CB | | | LYN | | | Y | | |
| 369 | | 18" SD | 18.8 | | LYN | | | Y | | |
| 370 | CB 300-7457 | MH Type 1 - 48" | | | LYN | | | Y | | |
| 371 | | 18" SD | 42.02 | | LYN | | | Y | | |
| 372 | Outfall #4 | | | | ST | Y | | Y | | |
| 373 | CB 300-7301 | CB TYPE 2-60" | | | LYN | | | Y | | |
| 374 | | 18" SD | 23 | | LYN | | | Y | | |
| 375 | CB 300-7302 | CB TYPE 2-60" | | | LYN | | | Y | | |
| 376 | | 18" SD | 140 | | LYN | | | Y | | |
| 377 | CB 300-7303 | CB TYPE 2-48" | | | LYN | | | Y | | |
| 378 | | 18" SD | 40.5 | | LYN | | | Y | | |
| 379 | EX CB | EX CB | | | LYN | | | Y | | |
| 380 | | 18" SD | 63.5 | | LYN | | | Y | | |
| 381 | EX CB 300-7066 | EX CB | | | LYN | | | Y | | |
| 382 | | 18" SD | 10 | | LYN | | | Y | | |
| 383 | EX CB 300-7065 | EX CB | | | LYN | | | Y | | |
| 384 | | 18" SD | 14.8 | | LYN | | | Y | | |
| 385 | East Pond | | | | | | | | | |
| 386 | CB 300-7816 | CB Type 1 | | | LYN | Y | | | | |
| 387 | | 12" SD | 31.8 | | ST | Y | | | | |
| 388 | CB 300-7801 | CB Type 2 - 48" | | | ST | Y | | | | |
| 389 | | 12" SD | 48.9 | | ST | Y | | | | |
| 390 | CB 300-7802 | CB Type 1 | | | ST | Y | | | | |
| 391 | | 12" SD | 221.9 | | ST | Y | | | | |
| 392 | CB 300-7803 | CB Type 2 - 48" | | | ST | Y | | | | |
| 393 | | 12" SD | 153.1 | | ST | Y | | | | |
| 394 | CB 300-7817 | CB Type 1 | | | ST | Y | | | | |
| 395 | | 12" SD | 76.0 | | ST | Y | | | | |
| 396 | CB 300-7804 | CB Type 2 - 48" | | | ST | Y | | | | |
| 397 | | 12" SD | 14.0 | | ST | Y | | | | |
| 398 | CB 300-7880 | CB Type 1 | | | ST | Y | | | | |
| 399 | | 12" SD | 22.9 | | ST | Y | | | | |
| 400 | CB 300-7881 | CB Type 1 | | | ST | Y | | | | |
| 401 | | 12" SD | 104.5 | | ST | Y | | | | |
| 402 | CB 300-7805 | CB Type 2 - 48" | | | ST | Y | | | | |
| 403 | | 12" SD | 113.0 | | ST | Y | | | | |
| 404 | CB 300-7806 | CB Type 2 - 48" | | | ST | Y | | | | |
| 405 | | 12" SD | 80.0 | | ST | Y | | | | |
| 406 | CB 300-7807 | CB Type 2 - 48" | | | ST | Y | | | | |
| 407 | | 18" SD | 70.1 | | ST | Y | | | | |
| 408 | CB 300-7808 | CB Type 2 - 48" | | | ST | Y | | | | |
| 409 | AD 300-7801 | Area Drain | | | ST | Y | | | | |
| 410 | | 12" SD | 37.0 | | ST | Y | | | | |
| 411 | AD 300-7802 | Area Drain | | | ST | Y | | | | |
| 412 | | 12" SD | 59.0 | | ST | Y | | | | |
| 413 | CB 300-7817 | CB Type 1 | | | ST | Y | | | | |
| 414 | | 12" SD | 76.0 | | ST | Y | | | | |
| 415 | CB 300-7804 | CB Type 2 - 48" | | | ST | Y | | | | |
| 416 | CB 300-7850 | CB Type 1 | | | ST | Y | | | | |
| 417 | | 12" SD | 41.2 | | ST | Y | | | | |
| 418 | CB 300-7851 | CB Type 1 | | | ST | Y | | | | |
| 419 | | 12" SD | 107.3 | | ST | Y | | | | |
| 420 | CB 300-7852 | CB Type 1 | | | ST | Y | | | | |
| 421 | | 12" SD | 68.6 | | ST | Y | | | | |
| 422 | CB 300-7807 | CB Type 2 - 48" | | | ST | Y | | | | |
| 423 | | 18" SD | 70.1 | | ST | Y | | | | |
| 424 | CB 300-7808 | CB Type 2 - 48" | | | ST | Y | | | | |
| 425 | | 18" SD | 68.5 | | ST | Y | | | | |
| 426 | CB 300-7809 | CB Type 2 - 48" | | | ST | Y | | | | |
| 427 | | 18" SD | 75.6 | | ST | Y | | | | |
| 428 | CB 300-7810 | CB Type 1 | | | ST | Y | | | | |
| 429 | | 18" SD | 7.0 | | ST | Y | | | | |
| 430 | East Pond WQ | WQ BMP | | | ST | Y | | | | |
| 431 | | 18" SD | 6.2 | | ST | Y | | | | |
| 432 | CB 300-7811 | CB Type 1 | | | ST | Y | | | | |
| 433 | | 18" SD | 89.7 | | ST | Y | | | | |
| 434 | EAST POND | Detention Pond | | | ST | Y | | | | |
| 435 | CB 300-7853 | CB Type 1 | | | ST | Y | | | | |
| 436 | | 12" SD | 74.7 | | ST | Y | | | | |

EXHIBIT B2.6
STATION MAINTENANCE MATRIX

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| 437 | CB 300-7848 | CB Type 1 | | | ST | Y | | | | |
| 438 | CB 300-7846 | CB Type 1 | | | ST | Y | | | | |
| 439 | | 12" SD | 28.3 | | ST | Y | | | | |
| 440 | CB 300-7847 | CB Type 1 | | | ST | Y | | | | |
| 441 | | 12" SD | 46.1 | | ST | Y | | | | |
| 442 | CB 300-7848 | CB Type 1 | | | ST | Y | | | | |
| 443 | | 12" SD | 84.3 | | ST | Y | | | | |
| 444 | East Pond | Detention Pond | | | ST | Y | | | | |
| 445 | CB 300-7812 | CB Type 2 - 48" | | | ST | Y | | | | |
| 446 | | 18" SD | 10.0 | | ST | Y | | | | |
| 447 | CB 300-7813 | CB Type 2 - 48" | | | ST | Y | | | | |
| 448 | | 18" SD | 12.5 | | ST | Y | | | | |
| 449 | CB 300-7815 | CB Type 2 - 48" | | | ST | Y | | | | |
| 450 | EAST POND | Detention Pond | | | | Y | | | | |
| 451 | | 18" SD | 11.4 | | ST | Y | | | | |
| 452 | CB 300-7814 | CB Type 2 - 60" | | | ST | Y | | | | |
| 453 | | 18" SD | 11.7 | | ST | Y | | | | |
| 454 | CB 300-7815 | CB Type 2 - 48" | | | ST | Y | | | | |
| 455 | | 18" SD | 29.4 | | ST | Y | | | | |
| 456 | EX CB 300-7812 | EX CB | | | ST | Y | | | | |
| | LYN Ex SE Vault | | | | | | | | | |
| 457 | CB 300-7870 | CB Type 1 | | | ST | Y | | | | |
| 458 | | 12" SD | 52.0 | | ST | Y | | | | |
| 459 | CB 300-7841 | CB Type 1 | | | ST | Y | | | | |
| 460 | | 12" SD | 50.0 | | ST | Y | | | | |
| 461 | CB 300-7871 | CB Type 1 | | | ST | Y | | | | |
| 462 | | 12" SD | 60.6 | | ST | Y | | | | |
| 463 | CB 300-7842 | CB Type 1 | | | ST | Y | | | | |
| 464 | | 12" SD | 51.6 | | ST | Y | | | | |
| 465 | CB 300-7824 | CB Type 1 | | | ST | Y | | | | |
| 466 | | 12" SD | 37.0 | | ST | Y | | | | |
| 467 | CB 300-7868 | CB Type 2-48" | | | ST | Y | | | | |
| 468 | | 12" SD | 9.4 | | ST | Y | | | | |
| 469 | LYN Ex SE WQ | WQ BMP | | | ST | Y | | | | |
| 470 | | 18" SD | 23.2 | | ST | Y | | | | |
| 471 | CB 300-7726 | CB Type 1 | | | ST | Y | | | | |
| 472 | | 18" SD | 40.3 | | ST | Y | | | | |
| 473 | CB 300-7727 | CB Type 2-48" | | | ST | Y | | | | |
| 474 | | 18" SD | 54.9 | | ST | Y | | | | |
| 475 | CB 300-7827 | CB Type 2-48" | | | ST | Y | | | | |
| 476 | | 18" SD | 19.9 | | ST | Y | | | | |
| 477 | Ex LYN SE Detention | Detention Vault | | | ST | Y | | | | |
| 478 | | 18" SD | 46.0 | | ST | Y | | | | |
| 479 | EX CB 300-7813 | Ex CB | | | ST | Y | | | | |
| 480 | CB 300-7867 | CB Type 1 | | | ST | Y | | | | |
| 481 | | 12" SD | 73.1 | | ST | Y | | | | |
| 482 | CB 300-7868 | CB Type 2-48" | | | ST | Y | | | | |
| 483 | CB 300-7860 | CB Type 1 | | | ST | Y | | | | |
| 484 | | 12" SD | 56.5 | | ST | Y | | | | |
| 485 | CB 300-7861 | CB Type 2-48" | | | ST | Y | | | | |
| 486 | CB 300-7825 | CB Type 2-48" | | | ST | Y | | | | |
| 487 | | 12" SD | 33.0 | | ST | Y | | | | |
| 488 | CB 300-7822 | CB Type 2-48" | | | ST | Y | | | | |
| 489 | | 12" SD | 68.0 | | ST | Y | | | | |
| 490 | CB 300-7823 | CB Type 2-48" | | | ST | Y | | | | |
| 491 | | 12" SD | 46.3 | | ST | Y | | | | |
| 492 | CB 300-7861 | CB Type 2-48" | | | ST | Y | | | | |
| 493 | | 12" SD | 51.1 | | ST | Y | | | | |
| 494 | CB 300-7862 | CB Type 2-48" | | | ST | Y | | | | |
| 495 | | 12" SD | 75.0 | | ST | Y | | | | |
| 496 | CB 300-7865 | CB Type 1 | | | ST | Y | | | | |
| 497 | | 12" SD | 48.5 | | ST | Y | | | | |
| 498 | CB 300-7868 | CB Type 2-48" | | | ST | Y | | | | |
| 499 | CB 300-7863 | CB Type 1 | | | ST | Y | | | | |
| 500 | | 12" SD | 23.5 | | ST | Y | | | | |
| 501 | CB 300-7862 | CB Type 2-48" | | | ST | Y | | | | |
| 502 | CB 300-7866 | CB Type 1 | | | ST | Y | | | | |
| 503 | | 12" SD | 24.6 | | ST | Y | | | | |
| 504 | CB 300-7865 | CB Type 1 | | | ST | Y | | | | |
| 505 | CB 300-7855 | CB Type 1 | | | ST | Y | | | | |
| 506 | | 12" SD | 52.3 | | ST | Y | | | | |
| 507 | CB 300-7856 | CB Type 1 | | | ST | Y | | | | |
| 508 | | 12" SD | 38.5 | | ST | Y | | | | |
| 509 | Ex LYN SE Detention | Detention Vault | | | ST | Y | | | | |
| | LYN 7 Detention System | | | | | | | | | |
| 510 | CB 300-7709 | CB TYPE 1 | | | LYN | | | Y | | |
| 511 | | 12" SD | 40.1 | | LYN | | | Y | | |
| 512 | CB 300-7710 | CB TYPE 1 | | | LYN | | | Y | | |
| 513 | | 12" SD | 48.7 | | LYN | | | Y | | |
| 514 | CB 300-7732 | CB TYPE 1 | | | | | | Y | | |
| 515 | CB 300-7731 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 516 | | 12" SD | 110.5 | | LYN | | | Y | | |
| 517 | CB 300-7732 | CB TYPE 1 | | | LYN | | | Y | | |
| 518 | | 12" SD | 115.5 | | LYN | | | Y | | |
| 519 | CB 300-7733 | CB Type 2 - 48" | | | LYN | | | Y | | |
| 520 | | 12" SD | 7.0 | | LYN | | | Y | | |
| 521 | EX CB 461 | EX CB | | | LYN | | | Y | | |
| 522 | | 12" SD | 47.8 | | LYN | | | Y | | |
| 523 | EX CB 300-7908 | EX CB | | | LYN | | | Y | | |
| 524 | | 12" SD | 178.5 | | LYN | | | Y | | |
| 525 | CB 300-7735 | CB TYPE 1 | | | LYN | | | Y | | |

**EXHIBIT B2.7
STATION MAINTENANCE MATRIX**

| | | | | | | | | | | | |
|-----|--|------------------------------|-------|--|--|-------|---|--|---|--|-----------------|
| 526 | | 12" SD | 62.5 | | | LYN | | | Y | | |
| 527 | EX CB 300-7910 | EX CB | | | | LYN | | | Y | | |
| 528 | | 12" SD | 32.5 | | | LYN | | | Y | | |
| 529 | CB 300-7736 | CB Type 2 - 48" | | | | LYN | | | Y | | |
| 530 | CB 300-7728 | CB TYPE 1 | | | | LYN | | | Y | | |
| 531 | | 12" SD | 82.3 | | | LYN | | | Y | | |
| 532 | CB 300-7729 | CB Type 2 - 48" | | | | LYN | | | Y | | |
| 533 | | 12" SD | 39.2 | | | LYN | | | Y | | |
| 534 | CB 300-7736 | CB Type 2 - 48" | | | | LYN | | | Y | | |
| 535 | | 12" SD | 91.9 | | | WSDOT | | | | | Y |
| 536 | CB 300-7737 | CB Type 2 - 48" | | | | WSDOT | | | | | Y |
| 537 | | 12" SD | 106.3 | | | WSDOT | | | | | Y |
| 538 | CB 300-7738 | CB Type 2 - 48" | | | | WSDOT | | | | | Y |
| 539 | | 12" SD | 73.2 | | | WSDOT | | | | | Y |
| 540 | LYN 7 WQ E | WQ BMP | | | | LYN | | | Y | | |
| 541 | | 12" SD | 16.6 | | | LYN | | | Y | | |
| 542 | CB 300-7739 | CB Type 2 - 48" | | | | LYN | | | Y | | |
| 543 | | 12" SD | 122.3 | | | LYN | | | Y | | |
| 544 | LYN 7 Detention | Detention Vault | | | | ST | Y | | | | |
| 545 | CB 300-7723 | CB Type 1 | | | | ST | Y | | | | |
| 546 | | 12" SD | 38.7 | | | ST | Y | | | | |
| 547 | LYN 7 WQ D | WQ | | | | ST | Y | | | | |
| 548 | | 12" SD | 18.0 | | | ST | Y | | | | |
| | LYN 7 Detention | Detention Vault | | | | ST | Y | | | | |
| 549 | CB 300-7720 | CB Type 1 | | | | ST | Y | | | | |
| 550 | | 12" SD | 43.0 | | | ST | Y | | | | |
| 551 | CB 300-7721 | CB Type 1 | | | | ST | Y | | | | |
| 552 | | 12" SD | 43.2 | | | ST | Y | | | | |
| 553 | LYN 7 WQ C | WQ BMP | | | | ST | Y | | | | |
| 554 | | 12" SD | 59.8 | | | ST | Y | | | | |
| 555 | LYN 7 Detention | Detention Vault | | | | ST | Y | | | | |
| 556 | CB 300-7750 | CB Type 1 | | | | ST | Y | | | | |
| 557 | | 12" SD | 19.2 | | | ST | Y | | | | |
| 558 | LYN 7 WQ B | WQ BMP | | | | ST | Y | | | | |
| 559 | | 6 | 26.8 | | | ST | Y | | | | |
| 560 | CB 300-7706 | CB PVC | | | | ST | Y | | | | |
| 561 | | 12" SD | 51.3 | | | ST | Y | | | | |
| 562 | CB 300-7707 | CB Type 2-60" | | | | ST | Y | | | | |
| 563 | | 12" SD | 74.3 | | | ST | Y | | | | |
| 564 | LYN 7 Detention | Detention Vault | | | | ST | Y | | | | |
| 565 | CB 300-7702 | CB Type 1 | | | | ST | Y | | | | |
| 566 | | 8" SD | 72.0 | | | ST | Y | | | | |
| 567 | CB 300-7703 | CB Type 1 | | | | ST | Y | | | | |
| 568 | | 8" SD | 8.2 | | | ST | Y | | | | |
| 569 | LYN 7 WQ A | Bioretention Cell | | | | ST | Y | | | | |
| 570 | | 6 | 35.3 | | | ST | Y | | | | |
| 571 | CB 300-7704 | CB PVC | | | | ST | Y | | | | |
| 572 | | 8" SD | 13.0 | | | ST | Y | | | | |
| 573 | CB 300-7700 | CB Type 2-60" | | | | ST | Y | | | | |
| 574 | | 12" SD | 69.6 | | | ST | Y | | | | |
| 575 | CB 300-7707 | CB Type 2-60" | | | | ST | Y | | | | |
| 576 | CB 300-7361 | CB Type 1 | | | | ST | Y | | | | |
| 577 | | 12" SD | 60.5 | | | ST | Y | | | | |
| 578 | CB 300-7362 | CB Type 1 | | | | ST | Y | | | | |
| 579 | | 12" SD | 68.3 | | | ST | Y | | | | |
| 580 | CB 300-7363 | CB Type 2-48" | | | | ST | Y | | | | |
| 581 | | 12" SD | 21.5 | | | ST | Y | | | | |
| 582 | CB 3000-7367 | CB Type 1 | | | | ST | Y | | | | |
| 583 | | 12" SD | 86.3 | | | ST | Y | | | | |
| 584 | CB 300-7700 | CB Type 2-60" | | | | ST | Y | | | | |
| 585 | | 12" SD | 69.6 | | | ST | Y | | | | |
| 586 | CB 300-7707 | CB Type 2-60" | | | | ST | Y | | | | |
| 587 | | 12" SD | 74.3 | | | ST | Y | | | | |
| 588 | LYN 7 Detention | Detention Vault | | | | ST | Y | | | | |
| 589 | AD 300-7365 | Area Drain | | | | ST | Y | | | | |
| 590 | | 8" SD | 11.7 | | | ST | Y | | | | |
| 591 | CO 300-7768 | CO | | | | ST | Y | | | | |
| 592 | | 8" SD | 15.4 | | | ST | Y | | | | |
| 593 | CO 300-7369 | CO | | | | ST | Y | | | | |
| 594 | | 8" SD | 58.5 | | | ST | Y | | | | |
| 595 | CB 300-7363 | CB Type 2-48" | | | | ST | Y | | | | |
| 596 | AD 300-7364 | Area Drain | | | | ST | Y | | | | |
| 597 | | 8" SD | 14.7 | | | ST | Y | | | | |
| 598 | CO 300-7369 | CO | | | | ST | Y | | | | |
| 599 | LYN 7 DETENTION | Detention Vault | | | | ST | Y | | | | 17% City, 73% S |
| 600 | | 12" SD | 9.9 | | | ST | Y | | | | |
| 601 | CB 300-7708 | CB Type 2-48" | | | | ST | Y | | | | |
| 602 | | 12" SD | 50.1 | | | ST | Y | | | | |
| 603 | CB 300-7010 | CB Type 2-60" | | | | ST | Y | | | | |
| 604 | | 24" SD | 109.7 | | | ST | Y | | | | |
| 605 | CB 300-7012 | CB Type 2-60" | | | | ST | Y | | | | |
| 606 | | 24" SD | 32.9 | | | ST | Y | | | | |
| 607 | CB 300-7013 | CB Type 2-60" | | | | ST | Y | | | | |
| | Bypass System along 46th Ave W (east of LYN 7 Detention system) | | | | | | | | | | |
| 608 | EX CB 300-7873 | Ex CB | | | | WSDOT | Y | | | | |
| 609 | | 12" SD | 12.4 | | | ST | Y | | | | |
| 610 | CB 300-7874 | CB Type 2 - 60" Media Filter | | | | ST | Y | | | | |
| 611 | | 18" SD | 28.0 | | | ST | Y | | | | |
| 612 | CB 300-7922 | CB Type 2 - 60" | | | | ST | Y | | | | |
| 613 | | 18" SD | 50.5 | | | ST | Y | | | | |
| 614 | CB 300-7942 | CB Type 2 - 48" | | | | ST | Y | | | | |
| 615 | | 18" SD | 95.4 | | | ST | Y | | | | |
| 616 | CB 300-7943 | CB Type 2 - 48" | | | | ST | Y | | | | |

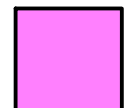
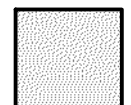

EXHIBIT B2.8
STATION MAINTENANCE MATRIX

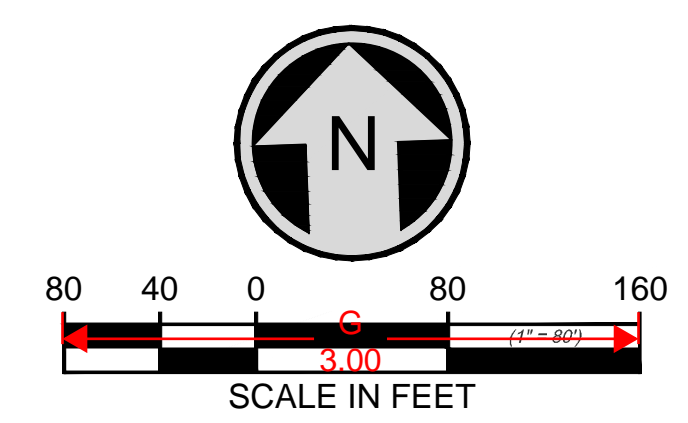
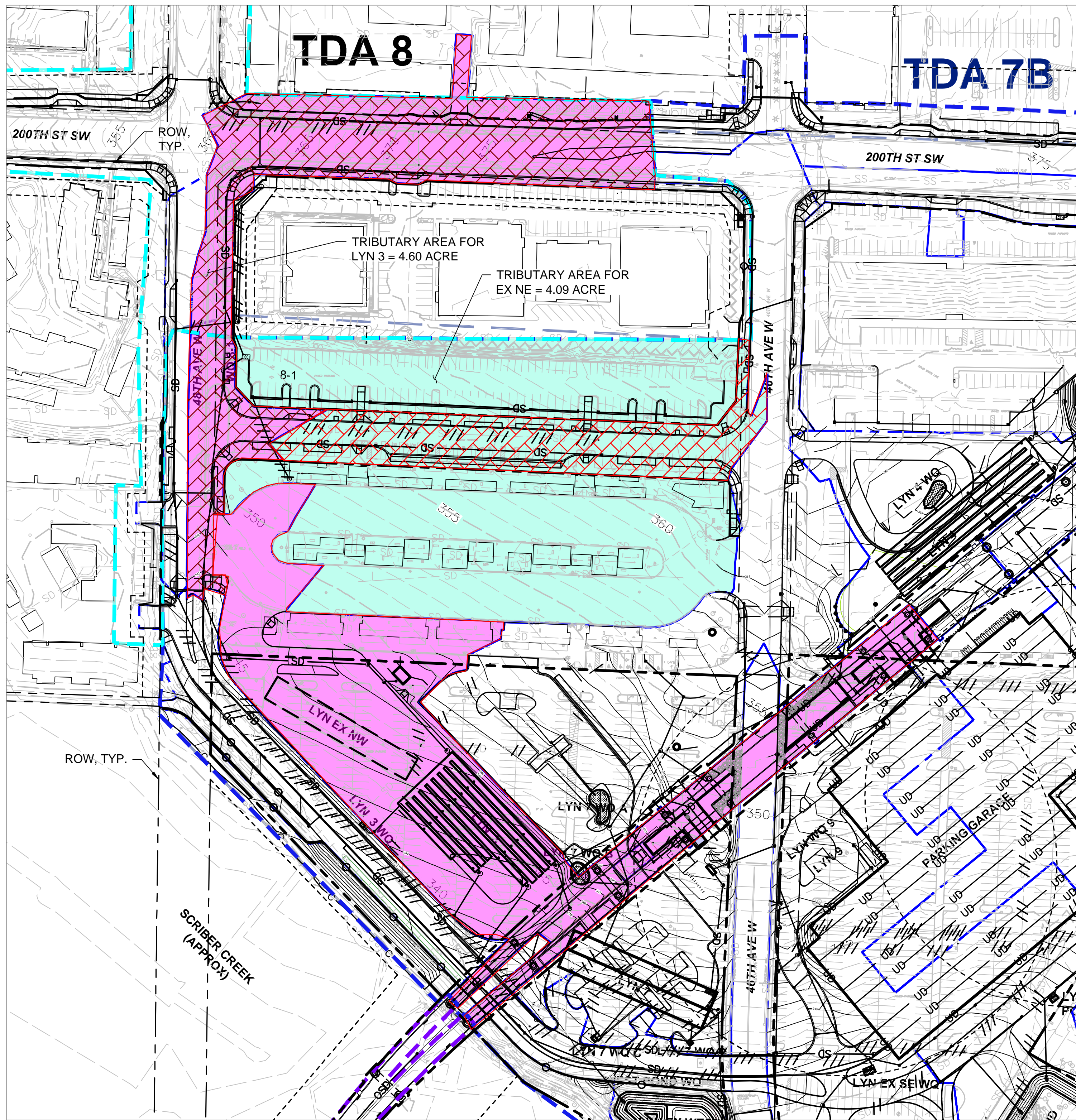
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| 617 | CB 300-7941 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 618 | | 8" SD | 29.5 | | ST | Y | | | | | |
| 619 | CB 300-7942 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 620 | | 18" SD | 95.4 | | ST | Y | | | | | |
| 621 | CB 300-7943 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 622 | CB 300-7944 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 623 | | 8" SD | 113.7 | | ST | Y | | | | | |
| 624 | CB 300-7943 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 625 | CB 300-7943 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 626 | | 18" SD | 79.5 | | ST | Y | | | | | |
| 627 | CB 300-7879 | CB Type 2 - 48" | | | ST | Y | | | | | |
| 628 | | 18" SD | 66.6 | | ST | Y | | | | | |
| 629 | CB 300-7012 | CB Type 2-60" | | | ST | Y | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Xrefs:
 xLLE-LNWD-VGN
 xLLE-LNWD-VG
 xL300-L90-SEP100
 xL300-NZ3-LSP100
 xL300-NXX-CRP200
 xL300-NXX-LMP200
 xL300-NXX-COP200
 xL300-L90-LMP100
 L300-DBM-TB22-34_FIG
 xLLE-L300 TDA OUTLINE
 xLLE-LNWD-VGP
 xL300-L90-COP100-3D
 xLLE-LCC-Catchment Areas
 xL300-L90-rPP100
 xLLE-LNWD-VRX
 xL300-L90-wCRP200

**EXHIBIT C1
 FACILITIES TRIBUTARY AREAS**



DRAINAGE LEGEND:

-  LYN 3
-  EX NE VAULT
-  CITY ROW



06/17/20 | 2:31 PM | NOLLETK
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M-4-22

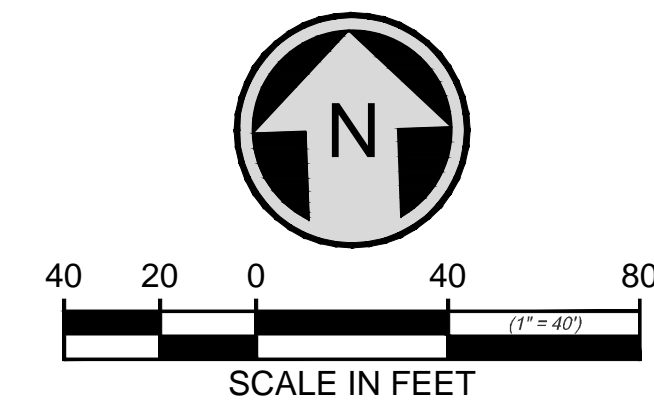
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|  trusted design partners |  SOUND TRANSIT | SCALE: 1" = 80' | LYNNWOOD LINK EXTENSION CONTRACT L300 | DRAWING No.: |
| | | FILENAME: ELLE-LCC-CATCHMENT AREAS_ST-LYN | | SHEET No.: |
| PREPARED FOR: SOUND TRANSIT | PREPARED BY: R. LOPEZ | DATE: MARCH 2020 | HYDRAULIC FIGURES LYNNWOOD STATION FLOW CONTROL CATCHMENT AREAS MAP | Figure X |

**EXHIBIT C2
FACILITIES TRIBUTARY AREAS**

Xrefs:
 xLLE-LNWD-VGN
 xLLE-LNWD-VG
 xL300-L90-SEP100
 xL300-NZ3-LSP100
 xL300-NXX-CRP200
 xL300-NXX-LMP200
 xL300-NXX-CSP200
 xL300-L90-LMP100
 L300-DBM-TB22-34_FIG
 xLLE-L300 TDA_OUTLINE
 xLLE-LNWD-VEP
 xL300-L90-COP100-3D
 xLLE-LCC-Catchment Areas
 xL300-L90-rRPP100
 xLLE-LNWD-VRX
 xL300-L90-wCRP200



DRAINAGE LEGEND:

-  LYN 4
-  CITY ROW



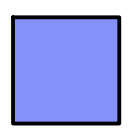
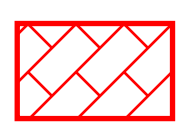
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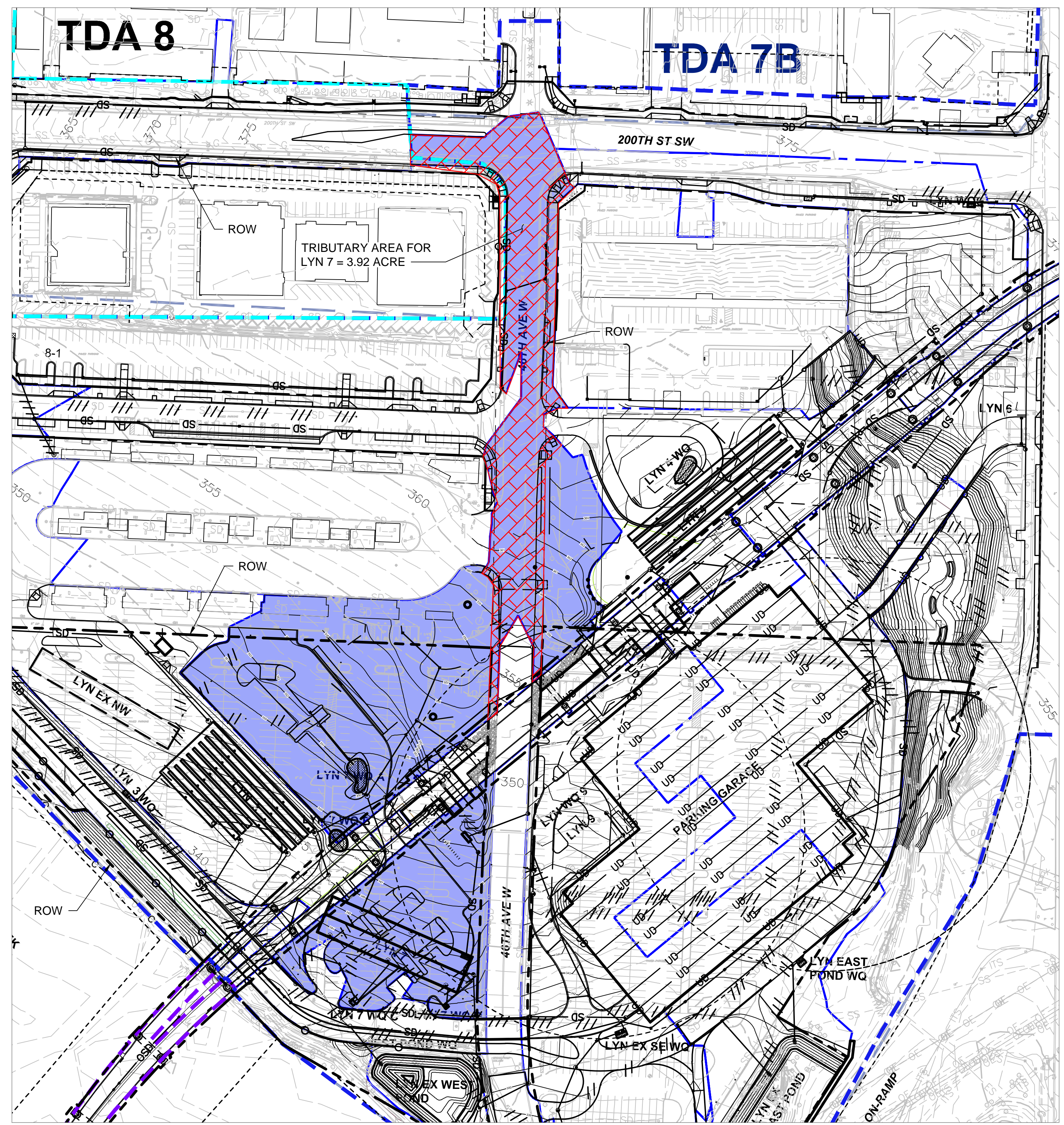
M-4-23

| | | | | | |
|---|--|---|--|---|--------------------------|
|  | |  | SCALE: 1" = 40' | LYNNWOOD LINK EXTENSION CONTRACT L300 | DRAWING No.: Figure X |
| | | | FILENAME: ELLE-LCC-CATCHMENT AREAS_ST-LYN | | SHEET No.: |
| PREPARED FOR: SOUND TRANSIT | | PREPARED BY: R. LOPEZ | DATE: MARCH 2020 | HYDRAULIC FIGURES LYNNWOOD STATION FLOW CONTROL CATCHMENT AREAS MAP | |
| | | SUBMITTED BY: | | | |

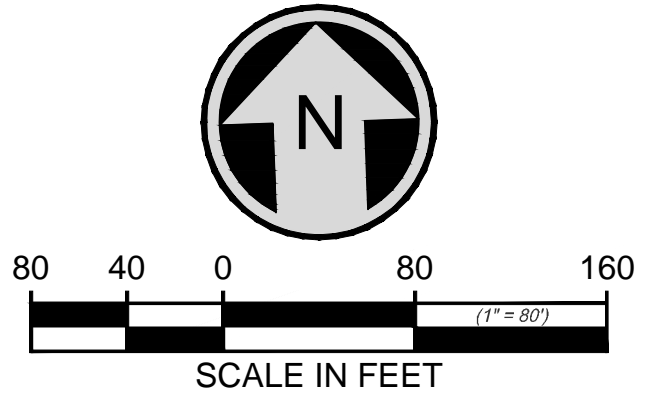
Xrefs:
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 xLLE-LNWD-VG
 xL300-L90-SEP100
 xL300-NZ3-LSP100
 xL300-NXX-CRP200
 xL300-NXX-LMP200
 xL300-NXX-COP200
 xL300-L90-LMP100
 L300-DBM-TB22-34_FIG
 xLLE-L300 TDA_OUTLINE
 xLLE-LNWD-VGP
 xL300-L90-COP100-3D
 xLLE-LCC-Catchment Areas
 xL300-L90-rPP100
 xLLE-LNWD-VRX
 xL300-L90-wCRP200

DRAINAGE LEGEND:

-  LYN 7
-  CITY ROW





**EXHIBIT C3
 FACILITIES TRIBUTARY AREAS**



06/18/20 | 10:43 AM | NOLLETK
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M-4-24

| | | | | |
|--|---|--|---|--------------|
|  trusted design partners |  SOUNDTRANSIT | SCALE: 1" = 80' | LYNNWOOD LINK EXTENSION CONTRACT L300 | DRAWING No.: |
| | | FILENAME: ELLE-LCC-CATCHMENT AREAS_ST-LYN | | SHEET No.: |
| PREPARED FOR: SOUND TRANSIT | PREPARED BY: R. LOPEZ | DATE: MARCH 2020 | HYDRAULIC FIGURES LYNNWOOD STATION FLOW CONTROL CATCHMENT AREAS MAP | Figure X |

CITY COUNCIL ITEM FYI-1

CITY OF LYNNWOOD Economic Development

TITLE: City Center: Update on 194th Street SW Extension & City Center

DEPARTMENT CONTACT: David Kleitsch, Economic Development Director; Karl Almgren, City Center Program Manager

SUMMARY:

Councilmember Cotton has requested a review of the 194th Street SW extension as it will influence the development of Lynnwood Public Facilities District (PFD) property. The analysis has been completed, however the presentation to Council was delayed due to COVID-19. Staff is preparing a presentation for Council on the 194th Street SW extension, as well as two related items regarding the City Center. This memo provides a summary of the these matters.

ACTION:

No action at this time. Staff anticipates a future Work Session agenda item in 2020 to discuss.

BACKGROUND:

The City Center Sub-Area is planned for 9,100,000 square feet of mixed-use development with mid to high-rise construction accessed by a refined grid-street network. Below are brief summaries of three items related to implementation of the City Center.

194th Street SW – The extension of 194th Street SW is proposed from 40th Avenue West to 33rd Avenue West. In 2017, the pre-design analysis of the 194th Extension concluded the project could be postponed until the PFD proposes to redevelop its property. The PFD is exploring the possibilities for the future of their property. Further analysis of the 194th Street extension will help verify the need for this grid street, implications on the PFD property, and implementation of the City Center. The City has consulted with a traffic engineering firm (TSI Inc.) to perform an analysis of this extension.

42nd Avenue W – This new grid-street will connect 194th Street SW to Alderwood Mall Blvd. The City was recently awarded \$3,000,000 for right-of-way acquisition by the Puget Sound Regional Council. The City is proposing to develop this road in two segments. The first segment is from Alderwood Mall Blvd. to 196th Street SW and the second segment is from 196th Street SW to 194th Street SW. This new grid-street within the City Center – Core will accommodate multi-modal circulation within the City Center.

City Center Massing Study – The City recently completed a massing study to better visualize future development of the City Center. The study identified that the Community Vision for a City Center is restricted by density limits placed on development by the City Center environmental impact statement and the City Center zoning. Staff is analyzing the implications of these restrictions.

These three items are inter-related and directly pertain to the implementation of the City Center. Staff is preparing an analysis of these items for a presentation to Council at a future Work Session.

FUNDING:

No funding required at this time.

KEY FEATURES AND VISION ALIGNMENT:

The proposal addresses the Lynnwood Community Vision for a City Center, and implementation of Lynnwood's Strategic Plan: Priority 1 - Fulfill the community vision for the City Center and Lynnwood Link light rail; Priority 2 - Ensure financial stability and economic success; and Priority 5 - Pursue and maintain collaborative relationships and partnerships.

DOCUMENT ATTACHMENTS

Description:

Type:

No Attachments Available