

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EDMONDS FOR CIVIC PARK IMPROVEMENTS

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EDMONDS FOR CIVIC PARK IMPROVEMENTS (this “Agreement”), is made and entered into this 16th day of December, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EDMONDS, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2007 Comprehensive Parks and Recreation Plan, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 20-071, adopted November 10, 2020, which adopted the 2021-2026 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and which Amended Ordinance is included as Attachment A, incorporated herein by this reference; and

D. Part of the 2021 – 2026 Capital Improvement Program budget included funding titled “City Partnerships” in the amount of \$150,000 for qualifying projects in County Council District #3. The County has determined to undertake a capital improvement project in District #3 in partnership with the City of Edmonds, including the provision of funding by the County to the City of Edmonds for Civic Park Improvements, in an amount up to One Hundred Fifty Thousand and no/100 Dollars (\$150,000) in County REET 2 funds (the “Funds”). The Funds will be directed for the purpose of funding for park improvements at Civic Park. Snohomish County Parks and Recreation Fund 309–Community Parks is included as Attachment B, incorporated herein by this reference; and

E. The City of Edmonds has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); and a description of the City’s involvement and on-going role in planning, design, development, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); Proof of Insurance (Attachment G, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan (CFP) including the property and project, Parks, General, and Regional Projects 2020-2025, as further described herein (Attachment H, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

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 County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's project located at Civic Park, 310 6th Avenue N, Edmonds, WA (the "Park Property"). Planned site enhancements include the addition of a gathering area with water feature, a walking path around the perimeter, a multi-use sport court and exercise equipment, as well as a picnic area and restroom. (the "Project").

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Department of
Conservation & Natural Resources
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
Tom.Teigen@snoco.org

City's Initial Administrator:

Angie Feser, Director
Parks, Recreation, Cultural Arts &
Human Services
700 Main Street
Edmonds, Washington 98020
425-771-0256
Angie.Feser@edmondswa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2022, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Park Property, whichever comes first, the City shall install at the Park Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Park Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and City Property. The County makes no commitment to support the Project or City Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or City Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2022, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the

amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET 2 statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall

be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Park Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an “Occurrence” form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City’s self-insurance program.

10. Compliance with Laws.

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

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days’ Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete Phase 1 of the Project by December 31, 2022, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for

convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

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

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

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

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

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

City of Edmonds, a Washington municipal corporation

By Lacey Harper Digitally signed by Lacey Harper Date: 2021.12.16 10:22:59 -08'00'
Name: Dave Somers
Title: County Executive

By Susan M. Peive, Council President, obs -
Name: Mike Nelson
Title: Mayor

Approved as to Form:

/s/ Sean Reay DPA 5 27 2021
Deputy Prosecuting Attorney

Attest/Authenticate

By [Signature] Nicholas Falk for
Name: Scott Passey
Title: City Clerk

COUNCIL USE ONLY	
Approved	<u>12/15/2021</u>
ECAF #	<u>2021-0841</u>
MOT/ORD	<u>Motion 21-380</u>

Approved as to Form:

[Signature]
Office of the City Attorney

ATTACHMENT A

Amended Ordinance 20-071

1 ADOPTED: 11/10/20
2 EFFECTIVE: 12/03/20

3
4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON

6
7 AMENDED ORDINANCE NO. 20-071

8
9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2021-2026
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY
11 CAPITAL FACILITIES PLAN
12

13
14 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to
15 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a
16 six-year plan providing for the financing of capital facilities within projected funding capacities and
17 clearly identifying sources of public money for such purposes; and
18

19 WHEREAS, Snohomish County (the "County") addresses this requirement by annually
20 adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and
21

22 WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services,
23 addresses the need to ensure the adequacy of public facilities and services to serve the
24 development at the time the development is available for occupancy and without decreasing the
25 current levels of service below locally established minimum standards; and
26

27 WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more
28 frequently than once per year if the amendment is to the capital facilities element and occurs
29 concurrently with the adoption or amendment of the County's budget; and
30

31 WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and
32 associated policies require the County to develop a six-year financing program for capital facilities
33 that meets the requirements of the GMA; and
34

35 WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first
36 adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,
37 along with other mandatory elements of Snohomish County's GMACP; and
38

39 WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan
40 Update, which included reassessment and updates to the Land Use Element, Transportation
41 Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,
42 and regulations and policies; and
43

44 WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level
45 of service ("LOS") standards for those capital facilities necessary to support development and
46 provides an inventory of capital facilities and a forecast of future facility needs; and
47

1
2 WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to
3 support development: fire protection services, surface transportation, park land and recreational
4 facilities, surface water management, electric power, schools, public wastewater systems, and
5 public water supply; and
6

7 WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County
8 Executive, on an annual basis, to prepare a six-year capital improvement program for the next six
9 fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and
10

11 WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-
12 year CIP as an adjunct to the annual budget, including a balance of proposed expenses and
13 potential revenue sources; and
14

15 WHEREAS, the six-year CIP is the document developed by the County to detail the funding
16 sources for County capital projects over the next six years and assess whether funding sources
17 and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities
18 necessary to support development; and
19

20 WHEREAS, on November 12, 2019, the County adopted the 2020-2025 Capital Improvement
21 Program by Amended Ordinance 19-072, and has adopted regular updates to the capital
22 improvement program since 1995; and
23

24 WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and
25 update its six-year CIP concurrently with the 2021 budget process; and
26

27 WHEREAS, on September 22, 2020, the Snohomish County Planning Commission (the
28 "Planning Commission") held a public hearing to consider the County's 2021-2026 Capital
29 Improvement Program ("2021-2026 CIP"); and
30

31 WHEREAS, on September 24, 2020, the Planning Commission sent a letter that stated that at
32 the conclusion of the public hearing, the Planning Commission voted to recommend approval of
33 the 2021-2026 CIP; and
34

35 WHEREAS, on November 10, 2020, the County Council held a public hearing to consider the
36 Planning Commission's recommendations as well as public testimony on the 2021-2026 CIP; and
37

38 WHEREAS, the County Council considered the 2021-2026 CIP, which is attached as Exhibit A,
39 concurrently with the 2021 budget; and
40

41 WHEREAS, the County Council considered the entire hearing record including the Planning
42 Commission's recommendation and written and oral testimony submitted during the public
43 hearings;
44

1
2 NOW, THEREFORE, BE IT ORDAINED:
3

4 Section 1. The County Council adopts the following findings in support of this ordinance:
5

6 A. The foregoing recitals are adopted as findings as if set forth in full herein.
7

8 B. The ordinance adopts the County's 2021-2026 CIP.
9

10 C. The 2021-2026 CIP was developed for compliance with the following GMA requirements:
11

- 12 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory
13 of existing capital facilities owned by public entities, showing the locations and
14 capacities of the capital facilities; (b) a forecast of the future needs for such capital
15 facilities; (c) the proposed locations and capacities of expanded or new capital
16 facilities; (d) at least a six-year plan that will finance such capital facilities within
17 projected funding capacities and clearly identifies sources of public money for such
18 purposes; and (e) a requirement to reassess the land use element if probable
19 funding falls short of meeting existing needs and to ensure that the land use
20 element, capital facilities plan element, and financing plan within the capital facilities
21 plan element are coordinated and consistent. Park and recreation facilities shall be
22 included in the capital facilities plan element." The 2021-2026 CIP includes a six-
23 year financing plan for all of the County's capital facilities. The 2021-2026 CIP also
24 assesses the adequacy of funding and regulatory mechanisms for those public
25 capital facilities necessary to support development to maintain their respective
26 minimum level of service (LOS).
27
- 28 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services.
29 Ensure that those public facilities and services necessary to support development
30 shall be adequate to serve the development at the time the development is available
31 for occupancy and use without decreasing current service levels below locally
32 established minimum standards." The 2021-2026 CIP specifies proposed funding
33 sources for the planned capital facilities and contains a "statement of assessment"
34 which addresses the need for a reassessment of land use or other comprehensive
35 plan elements if there is a projected shortfall in revenue (between 2021 and 2026)
36 that causes the LOS for a facility classified as necessary to support development to
37 fall below the minimum level identified in the capital facilities plan. The statement of
38 assessment portion of the 2021-2026 CIP finds that there are no funding shortfalls
39 or regulatory inadequacies that would affect the ability to maintain the minimum LOS
40 for those capital facilities necessary to support development.
41

42 D. The 2021-2026 CIP was developed for consistency with Puget Sound Regional Council
43 Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase
44 services and facilities to guide growth and development in a manner that supports the
45 regional vision." The County's CFP and the 2021-2026 CIP align with the regional vision to
46 direct growth into urban areas where adequate public infrastructure and services are
47

1 available or can be provided in an efficient manner by establishing minimum LOS for those
2 public capital facilities necessary to support development and by ensuring that adequate
3 funding and regulatory mechanisms are in place to maintain those minimum LOS.
4

5 E. The 2021-2026 CIP was developed for consistency with Snohomish County Countywide
6 Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and
7 coordinate with other service providers, to provide the appropriate level of service to
8 support planned growth and development in Urban Growth Areas." The 2021-2026 CIP, a
9 component of the County's CFP, is developed through a coordinated and collaborative
10 process between the County and non-County service providers of public capital facilities
11 such as schools, water and sewer infrastructure and services, and electric power.
12

13 F. The 2021-2026 CIP was developed to comply with and implement the following County
14 directives:
15

16 1. Section 6.50 of the County Charter "...The county council in considering the budget
17 ordinance proposed by the county executive, may delete or add items, may reduce
18 or increase the proposed appropriations and may add provisions restricting the
19 expenditure of certain appropriations, provided that the county council shall adopt a
20 six (6) year capital improvement program as an adjunct to the budget, including a
21 balance of proposed expenses and potential revenue sources." The County's
22 annual capital improvement program, including the 2021-2026 CIP, is considered
23 and adopted as part of the annual budget.
24

25 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital
26 improvement program for the next six fiscal years pursuant to the county charter
27 and chapter 36.70A RCW." The County's annual capital improvement programs,
28 including the 2021-2026 CIP, are developed for compliance with state and local
29 requirements, and is considered and adopted as part of the annual budget.
30

31 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities
32 that meets the requirements of the GMA, achieves the county's levels-of-service
33 objectives for county roads and is within its financial capabilities to carry out." The
34 2021-2026 CIP contains: 1) an adequate financing plan for all County capital
35 facilities, including those necessary to support development, 2) the minimum LOS
36 for those capital facilities necessary to support development, including roads and
37 transit, and 3) a statement of assessment that finds adequate funding and
38 regulatory mechanisms in place to maintain the minimum LOS for those capital
39 facilities necessary to support development.
40

41 G. The 2021-2026 CIP will comply with and implement the following goals, objectives, and
42 policies of the GPP because it is developed in coordination with other providers of public
43 capital facilities and it provides: 1) a six-year financing plan for all County and non-County
44 capital facilities that identifies the funding sources, projects, and schedule, and 2) an
45 assessment of the adequacy of funding and regulatory mechanisms for those public capital
46 facilities necessary to support development to maintain their established minimum LOS:
47

- 1 1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be
2 prepared that finances transportation improvements within projected funding levels
3 and clearly identifies sources of public money."
4
- 5 2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of
6 park facilities necessary to support development; identify priority parks projects that
7 are necessary to support development; and provide a basis for collecting and
8 allocating park impact mitigation fees."
9
- 10 3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently
11 provide quality work space for existing and projected future staffing levels through
12 the year 2035."
13
- 14 4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital
15 improvement program (pursuant to County Charter) that identifies projects, outlines
16 a schedule, and designates realistic funding sources for all county capital projects."
17
- 18 5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special
19 purpose districts to support the future land use pattern indicated by this plan."
20
- 21 6. Objective CF 10.A "Assist school districts in developing capital facilities plans that
22 clearly depict levels of service and how they will serve existing and projected
23 student enrollments."
24
- 25 7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established
26 by county development regulations, in order to provide protection at a level of
27 service commensurate with the planned intensity of future development adopted in
28 the comprehensive plan."
29
- 30 8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the
31 availability of a reliable, high quality water supply for all households and businesses
32 within the county in a manner that is consistent with the comprehensive plan and
33 protection of the natural environment."
34
- 35 9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater
36 system plans for both incorporated and unincorporated areas within UGAs that are
37 consistent with the land use element and city plans."
38
- 39 10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations
40 through planning for adequate system capacity to accommodate forecasted growth
41 in a manner that is consistent with the comprehensive plan and protection of the
42 natural environment."
43

44 H. Procedural requirements.

- 45 1. The proposal is a Type 3 legislative action under SCC 30.73.010.
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2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 9, 2020, of Addendum No. 21 to the FEIS for the 2015 Comprehensive Plan Update.
3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was received by the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 31, 2020.
4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September of 2018 entitled "Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.
 1. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2020, and September 9, 2020.

Section 2. The County Council makes the following conclusions:

- A. The 2021-2026 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2021-2026 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

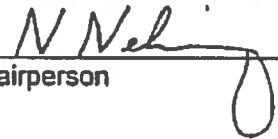
1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and
4 conclusions.
5

6 Section 5. The 2021-2026 CIP adopted by this ordinance supersedes all other County capital
7 improvement programs. The 2021-2026 CIP shall control in the event of any inconsistency
8 between the 2021-2026 CIP and any other capital improvement program adopted by the County.
9

10 Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance
11 shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board")
12 or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity
13 or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,
14 however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by
15 the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect
16 prior to the effective date of this ordinance shall be in full force and effect for that individual section,
17 sentence, clause or phrase as if this ordinance had never been adopted.
18

19 PASSED this 10th day of November, 2020.
20

21 SNOHOMISH COUNTY COUNCIL
22 Snohomish County, Washington

23 
24 _____
25 Chairperson
26

27 ATTEST:

28 
29 _____
30 Clerk of the Council
31

32 (X) APPROVED DATE: 11/23, 2020
33 () VETOED
34 () EMERGENCY
35

36 
37 _____
38 Snohomish County Executive
39

40 ATTEST:

41 
42 _____

43 Approved as to form only:

44 
45 _____
46 Deputy Prosecuting Attorney

D-18

AMENDED ORDINANCE NO. 20-071

RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2021-2026 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 7

AMENDMENTS to CIP #1 and 2

Ordinance No. 20-071

**Adopting the 2021-2026 Capital Improvement Program as a Part of
Snohomish County's Growth Management Act Comprehensive Plan**

TITLE: Revisions to the proposed 2021-2026 Capital Improvement Program (herein "Proposed CIP") for consistency between the Proposed CIP and Council's Proposed Amended 2021 Budget.

Brief Description: The following two (2) amendments provide for consistency between the Proposed Amended 2021 Budget and the Proposed CIP:

AMENDMENT 1: *Revise the narrative related to City Partnership Projects in Community Parks with specific project list.* Revisions involve the narrative on pages 39-44 and the table on page 44 of the Proposed CIP.

AMENDMENT 2: *Revise the funding related to the SR 530 Memorial Project under Regional Parks.* Revisions involve the funding listed on page 24 as well as the table on page 28.

AMENDMENT 1

Name: Revise the narrative in the CIP related to City Partnership Projects in Community Parks

Brief Description: Revising the narrative related to City Partnership Projects in Community Parks including a project list.

A. Revise the narrative on pages 39-44 of the Proposed CIP as follows:

ADD the following:

CITY OF ARLINGTON EVANS FIELD IMPROVEMENTS: Restore and repair the backstop and bleachers

Prior Year Balance: \$0
2021: \$40,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF STANWOOD OLD PACIFIC HWY/102ND AVE: SR 532 roundabout and bypass for Old Pacific Hwy/102nd

Prior Year Balance: \$0
2021: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF GRANITE FALLS JIM HOLM PARK IMPROVEMENTS: Improvements to the Basketball Court

Prior Year Balance: \$0
2021: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF ARLINGTON HALLER PARK: Veteran's memorial on the bridge

Prior Year Balance: \$0
2021: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF DARRINGTON: Improvements related to building of historic industry equipment

Prior Year Balance: \$0
2021: \$10,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF MARYSVILLE OLYMPIC VIEW PARK IMPROVEMENTS: Development of Olympia View Park

Prior Year Balance: \$0
2021: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF MUKILTEO ROAD IMPROVEMENTS: Improvements to the 76th Street bike and pedestrian paths

Prior Year Balance: \$0
2021: \$40,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF EVERETT WALKWAY IMPROVEMENTS: Improvements to the Silver Lake Walk Way

Prior Year Balance: \$0
2021: \$80,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

COUNCIL DISTRICT 2: City Partnership Project

Prior Year Balance: \$0
2021: \$30,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF EDMONDS CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the

perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0
2021: \$150,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF MILL CREEK SILVER CREST PARK IMPROVEMENTS: Improvements to include basketball court repair, irrigation, fence repair and replacement of benches and picnic tables

Prior Year Balance: \$0
2021: \$100,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF MOUNTLAKE TERRACE BICENTENNIAL PARK IMPROVEMENTS: Playground equipment at Bicentennial Park

Prior Year Balance: \$0
2021: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF SULTAN OSPREY PARK IMPROVEMENTS: Improvements to play structure

Prior Year Balance: \$0
2021: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF SNOHOMISH AVERILL FIELD PARK IMPROVEMENTS: upgrades to park

Prior Year Balance: \$0
2021: \$30,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF LAKE STEVENS FRONTIER HEIGHTS PARK: upgrades to park

Prior Year Balance: \$0
2021: \$20,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

CITY OF MONROE: Structural Improvements to Monroe Senior Center

Prior Year Balance: \$0
2021: \$25,000 (REET 1)
Future Years: \$0

Project Start/End Date: 2021

CITY OF LAKE STEVENS TRAIL: 1.3 mile trail connection between Lake Stevens and Centennial Trail

Prior Year Balance: \$0
2021: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2021

- B. Revise the table on page 44 of the Proposed CIP to be consistent with the following information:**

CIP - Capital:

Fund	SubFund	Division	Program					
309	001	Parks Construction Fund	985	Parks And Recreation - Ad	944	Community		
	Object	2021	2022	2023	2024	2025	2026	
Capital Outlays		\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000	
Program Subtotal:		\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000	
309	309	Parks Construction Fund	985	Parks And Recreation - Ad	944	Community		
	Object	2021	2022	2023	2024	2025	2026	
Capital Outlays		\$373,454	\$0	\$0	\$0	\$0	\$0	
Program Subtotal:		\$373,454	\$0	\$0	\$0	\$0	\$0	
309	309	Parks Construction Fund	985	Parks And Recreation -	946	Regional	042	City Parks
	Object	2021	2022	2023	2024	2025	2026	
Pass Thru Funds		\$750,000	\$0	\$0	\$0	\$0	\$0	
Program Subtotal:		\$750,000	\$0	\$0	\$0	\$0	\$0	
Other								
	Object	2021	2022	2023	2024	2025	2026	
Prior Year Funds		\$19,873,701	\$0	\$0	\$0	\$0	\$0	
Future Year Funds		\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000	
Program Subtotal:		\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000	
CIP-Capital Totals:		\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000	

CIP - Funding Source:

Funding Source	2021	2022	2023	2024	2025	2026
REET II	(55,000)	\$0	\$0	\$275,600	\$570,400	\$1,000,000
REET I	\$25,000					
Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
Parks Mitigation	\$1,174,964	\$1,671,000	\$1,571,000	\$1,571,000	\$1,671,000	\$1,771,000
Other Funds	\$373,454	\$0	\$0	\$0	\$0	\$0
Funding Sources Total:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

C. Amend all related text and summary tables in the final ordinance attachment, Exhibit A, to reflect the changes made by this amendment.

Council Disposition: _____ Date: _____

ATTACHMENT B
Priority Package Details

**Snohomish County 2021 Budget - Council Adopted 11/10/2020
Priority Package Detail**

Priority: _____ **Department:** 09 Parks, Recreation & Tourism
Short Name: Revenue Only - City/Council Partnerships **Package ID #:** 606

Special Factor: _____ **Percent of Package Driven by Factor:** _____

Description: This is a revenue only package providing \$750,000 in funding for City/Council Partnership Projects. \$150,000 per Council District. See corresponding PP: 608 and 607

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

Revenues Summary	
FUND 309	\$750,000
TOTAL - REVENUES	\$750,000

EXPENDITURE/NEW REVENUE DETAIL:

NEW Revenue:

Distribution Code	Description/Explanation	Amount
309 310985449901	OpT-REET 1	\$25,000
309 310985449902	OpT-Parks Projects-REET 2	\$725,000
<u>309 001 Parks Construction Fun</u>	<u>985 Parks And Recreation 944 Community</u>	\$750,000
	FUND309 SUB TOTAL - PRIORITY PACKAGE REVENUES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":	\$750,000

**Snohomish County 2021 Budget - Council Adopted 11/10/2020
Priority Package Detail**

Priority: _____ **Department:** 09 Parks, Recreation & Tourism
Short Name: Funds for City/Council Partnerships **Package ID #:** 608

Special Factor: _____ **Percent of Package Driven by Factor:** _____

Description: This is a CIP package to add \$750,000 for City/Council Partnership Projects. The total amount for the 2020 CIP and 2020 Budget year will be \$750,000, or \$150,000 per Council District. Please refer to Revenue PP #606 for revenue detail. This package is in addition to package "Parks 309-Community Parks".

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

EXPENDITURE/NEW REVENUE DETAIL:

CIP - Capital:

Fund: SubFund	Division:	Program:	SubProgram				
309 001 Parks Construction	985 Parks And Recreation -	944 Community	033 City Parks Bond				
Category:		2021	2022	2023	2024	2025	2026
309.51094403316501 City Parks-REET1-Constr		\$25,000	\$0	\$0	\$0	\$0	\$0
309.51094403326501 City Parks-REET2-Constr		\$725,000	\$0	\$0	\$0	\$0	\$0
Program Totals:		\$750,000	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL - CIP EXPENDITURES:		\$750,000	\$0	\$0	\$0	\$0	\$0

CIP - Funding Source:

Funding Source	2021	2022	2023	2024	2025	2026
REET I	\$25,000	\$0	\$0	\$0	\$0	\$0
REET II	\$725,000	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL - CIP REVENUES:	\$750,000	\$0	\$0	\$0	\$0	\$0

**Snohomish County 2021 Budget - Council Adopted 11/10/2020
Priority Package Detail**

Priority: _____ **Department:** 16 Nondepartmental
Short Name: Allocating funds to City/Council Partnerships **Package ID #:** 607

Special Factor: _____ **Percent of Package Driven by Factor:** _____

Description: Adding \$750,000, or \$150,000 per Council District for City/Council Partnership Projects. See corresponding PP#'s 606 and 608

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

Expenditures Package Summary		Revenues Summary	
FUND 191	\$750,000	FUND 191	\$750,000
TOTAL - EXPENDITURES	\$750,000	TOTAL - REVENUES	\$750,000

EXPENDITURE/NEW REVENUE DETAIL:

Expenditures:

Distribution Code	Description/Explanation	Amount
191.5169905514	OpT-Park Projects	\$25,000
	<u>191 001 1st Qtr % REET</u> <u>648 Sb 4972 Capital Impr</u> <u>990 SB 4972 - REET 1</u>	\$25,000
191.5167005514	OpT-Park Projects	\$725,000
	<u>191 002 2nd Qtr % REET (ESH</u> <u>651 Shb 2929 Capital Imp</u> <u>700 SHB 2929 - REET 2</u>	\$725,000
	FUND 191 SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:	\$750,000

NEW Revenue:

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<u>191 001 1st Qtr % REET</u> <u>648 Sb 4972 Capital Impr</u> <u>990 SB 4972 - REET 1</u>	\$25,000
191.3167000800	Fund Balance	\$725,000
	<u>191 002 2nd Qtr % REET (ESH B 2</u> <u>651 Shb 2929 Capital Imp</u> <u>700 SHB 2929 - REET 2</u>	\$725,000
	FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":	\$750,000

ATTACHMENT C
WRITTEN REQUEST FOR COUNTY FUNDS

City of Edmonds Snohomish County Funding Request
September 2018

The City of Edmonds seeks to partner with Snohomish County to create a downtown signature park, a community gathering area for this generation and generations to follow, at the recently acquired Civic Park. This request is for \$1M to help support a \$12M total investment for the Edmonds community. The City realizes this is a large request, and would like to work with the County to try to make this a reality. The City is also flexible in receiving these funds over multiple years (i.e. 2019, 2020, and 2021).

This opportunity is a chance to create a legacy. Civic Center Park is an eight acre park in the heart of downtown Edmonds that straddles the boundary between residences, civic amenities and the downtown commercial district. Well-loved and used by residents of all ages, it is home to the Boys and Girls Club, the Petanque Club, athletic fields, a playground, a skatepark, tennis courts and several of Edmonds largest annual festivals such as the Taste of Edmonds and the 4th of July Fireworks. The redevelopment of this site will upgrade these amenities, and add a gathering plaza area with a water feature, walking path around the perimeter, multi use sport court and exercise equipment, a picnic area, restroom, and a welcoming civic edge, bringing a sense of community to what currently exists as a somewhat fragmented area.

Originally the Edmonds High School sports facility in the 1930's, the site has served as a recreational and event space for decades while the population of Edmonds has continued to grow and develop around it. The City has been operating and maintaining the property for public use since 1975, with no investment of capital funds and little change to the layout since its former use by Edmonds High School. In the 2014 Parks, Recreation and Open Space Plan (PROS Plan), Civic Center Park was identified as a key asset and securing the park, that had been leased from the Edmonds School District for 40 years, was deemed a priority. In direct response, the City of Edmonds acquired the property in the fall of 2015 with grant assistance from the Washington State Recreation Conservation Office and the Snohomish Conservation Futures Program, thereby ensuring that the site will remain accessible to the community, providing both passive and active recreation, and creating a community hub.

Urban parks serve as critical public places for recreation and civic engagement, essential to quality of life in city centers. Parks help provide solutions to a myriad of community interests: providing healthy places to exercise, creating a sense of community, hosting large events and festivals, managing stormwater runoff and helping clean the air, catalyzing economic and community development, and providing safe, close to home recreation options.

Parks play a vital role in a community; from gathering areas, nature trails, places for physical activity and festivals, they provide opportunities for increased quality of life. They also provide valuable health benefits to communities. Nearly 40 years of research evidence confirms that nearby nature, including parks, gardens, urban forests and green spaces support human health and wellness (www.greenhealth.washington.edu). Key downtown parks have the potential to

function as a nucleus of neighborhood and city activity, where residents can gather for social events, recreational activities, and meetings about community issues, increasing social interaction and creating a sense of place.

The City of Edmonds elected officials and citizens had the foresight to focus on this priority, namely acquiring and planning Civic Park. This gem in downtown Edmonds is prime for a signature park, a legacy, for current and future generations. It is unique that such an old city, steeped in history, built out to the seams has an opportunity to create an 8 acre park in the downtown core. One could liken this opportunity to the Olmsted vision, including Central Park in New York, parks all over Boston, and key signature parks in Seattle. This property was identified in the comprehensive plan in the 1970's. The goal: acquire this land and create a downtown park. Today, this goal is closer to reality. This park development has the potential to represent a standard of excellence for the community, region, and country.

Over the past year, thousands of Edmonds residents, the Mayor, the Planning Board and City Council have all been part of a robust community conversation about what this park could be for Edmonds. The City Council adopted a final master plan for the park in February of 2017. The adopted plan includes both active and passive spaces, areas for community events and festivals, walking paths, meandering paths and connections to the downtown, large grassy open field for sports or drop in gathering areas, a skate park, petanque courts, play area, tennis court and a multi-use sport court and picnic area. This adopted plan and the future park will improve the sense of community in Edmonds. It will be used as a hub, a community gathering area, a place to connect for both young and old.

This centrally located downtown site is a valued asset in this community. On any given day or evening, one can see upward of 100 people enjoying the park. I recently wandered over to Civic Park just to feel the ambiance. I stood there and heard kids laughing, coaches teaching, mom's encouraging their young ones, elders cheering when there was a good shot on the petanque courts, teens breathing hard as they sprinted around the track, girls giving praise to their soccer teammates, skateboards gliding over the cement surfaces, parents gathered in chairs talking as they watch their kids playing flag football. I can only imagine what this park will bring with its redevelopment and added amenities and the creation of a sense of place.

President Lyndon B Johnson once said, " If future generations are to remember us with gratitude rather than contempt, we must leave them something more than the miracles of technology. We must leave them a glimpse of the world as it was in the beginning, not just after we got through with it." This park will honor the legacy that was left by Hazel Miller. It will leave an indelible mark on this community.

ATTACHMENT D
DESCRIPTION OF PROJECT

ATTACHMENT E

DESCRIPTION OF PROPERTY AND PROOF OF CITY OWNERSHIP OF
PROPERTY

RECEIVED

1095482

MAR 16 2016

EDMONDS CITY CLERK



201602090257 5 PGS
02/09/2016 10:14am \$77.00
SNOHOMISH COUNTY, WASHINGTON

Return Address
 CITY OF Edmonds
 121 5th AVE. N.
 Edmonds, WA 98020

No. 8616566 2/9/2016 9:55 AM 10.00
 Thank you for your payment.
 ANN

Document Title(s) (or transactions contained therein):
 1. Statutory Warranty Deed

Reference Number(s) of Documents assigned or released: N/A
 (on page ___ of document(s))

Grantor(s) (Last name first, then first name and initials):
 1. Edmonds School District No. 15 of Snohomish County
 2. Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):
 1. City of Edmonds
 2. Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
 Lots 1-20, Blk 99, Lots 1-40, Blk 100 and Lots 21-40, Blk 101, City of Edmonds, V 2, P 39-39A,
 records of Snohomish County
 Full legal is on page 3_ of document.

Assessor's Property Tax Parcel/Account Numbers
 004342-099-001-00
 004342-100-000-00
 004342-101-021-00

STATUTORY WARRANTY DEED

Grantor, EDMONDS SCHOOL DISTRICT NO. 15, a Washington municipal corporation, for and in consideration of Ten Dollars (\$10) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to THE CITY OF EDMONDS, a Washington municipal corporation, that certain real property located in the City of Edmonds, Snohomish County, Washington, more particularly described on EXHIBIT A attached hereto and incorporated herein by reference, subject to the matters shown on EXHIBIT B attached hereto and incorporated herein by reference.

Dated this 3rd day of Feb, 2016.

*Of Snohomish County

Grantor:

EDMONDS SCHOOL DISTRICT NO. 15

By:


Nick Brossoit, Superintendent

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 3rd day of Feb, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nick Brossoit, to me known to be the person who signed as Superintendent of EDMONDS SCHOOL DISTRICT NO. 15, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said Superintendent of the municipal corporation and that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Sandra L. Troka
(Signature of Notary)

Sandra L. Troka
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State
of Washington, residing at Edmonds
My appointment expires: 1-28-20

EXHIBIT A TO DEED

Legal Description

Lots 1 through 20, inclusive, Block 99, Lots 1 through 40, inclusive, Block 100, and Lots 21 through 40, inclusive, Block 101, City of Edmonds, according to the Plat thereof recorded in Volume 2 of Plats, pages 39 and 39A, records of Snohomish County, Washington.

EXHIBIT B TO DEED

Title Exceptions

1. Matters which would be disclosed by an inspection and/or survey of the property.

ATTACHMENT F

CITY'S ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE,
AND OPERATION OF THE PROJECT



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

Parks, Recreation and Cultural Services Department

ATTACHMENT F – CITY'S ROLE IN PLANNING/DESIGN/MAINTENANCE/OPERATIONS OF THE PROJECT

This attachment is to acknowledge that the City of Edmonds will work with the local community in the planning and design of Civic Park development. Once designed and constructed, the City of Edmonds will take responsibility in the maintenance and operations of Civic Park.

Sincerely,

Carrie S. Hite
City of Edmonds Parks, Recreation, and Cultural Services Director
700 Main Street
Edmonds, Washington 98020

ATTACHMENT G

Proof of Insurance

9/15/2021

Ref#: 13496

Snohomish County Department of Conservation & Natural Resources
Attn: Tom Teigen
6705 Puget Park Drive
Snohomish, WA 98296

Re: City of Edmonds
ILA for Civic Parks Improvements

Evidence of Coverage

The City of Edmonds is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Edmonds. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Edmonds all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe
Deputy Director

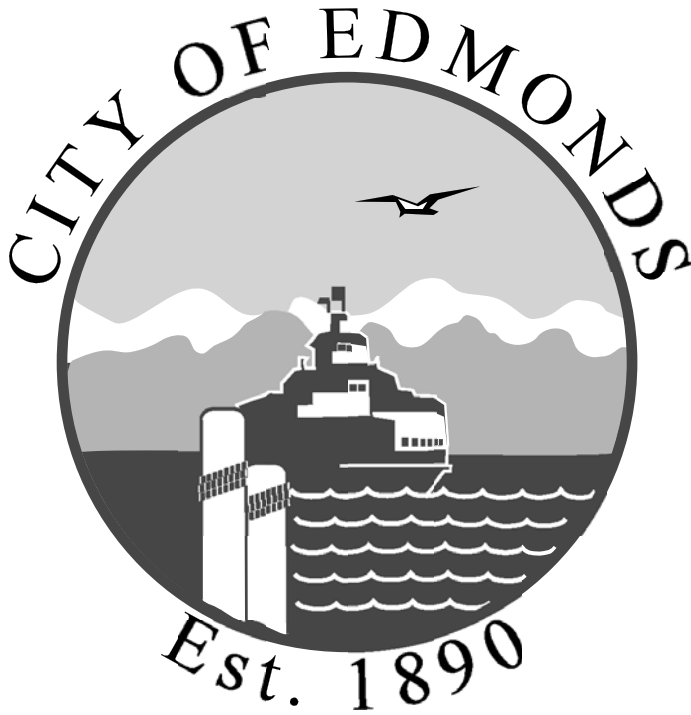
cc: Jessica Neill Hoyson
Angie Feser

ATTACHMENT H

Relevant portions of the City's Capital Facilities Plan
including property and project and relevant portions of the City's
budget regarding the project

CITY OF EDMONDS

CAPITAL FACILITIES PLAN 2021-2041



**City of Edmonds
Capital Facilities Plan (CFP)
Parks, General, and Regional Projects
(2020-2025)**

Project Name	Purpose	Grant Opportunity	Current Project Phase	(2021-2026) Total Cost	Revenue Source	2021	2022	2023	2024	2025	2026	2027-2041
Civic Center Playfield	Develop the recently adopted master plan for Civic Park. Develop plan adding amenities and recreation components, restrooms to accommodate increased growth.	LWCF RCO ALEA Hazel Miller Sho. Co	Permitting Construction	\$3,470,000 \$1,376,908 \$1,352,620 \$1,758,000 \$3,700,000 \$400,000 \$12,057,528	Grants REET 1/2 Park Impact Fees GF G.O. Bonds Private Donation (unsecured) Total	\$895,833 \$724,362 \$710,120 \$3,700,000 \$6,030,315	\$2,574,167 \$652,546 \$642,500 \$1,758,000 \$400,000 \$6,027,213	\$0	\$0	\$0	\$0	\$0
Community Park / Athletic Complex - Old Woodway High School: Phase 2 and 3	In cooperation with ESD#15 develop a community park and athletic complex.	RCO	Phase1 Complete	\$0 \$0 \$0 \$0 \$0 \$0	Capital Campaign REET 2 School District Foundation Grants Total	\$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0	\$0	\$0	\$0	\$0	\$0
Parks & Facilities Maintenance & Operations Building	Replace / Renovate deteriorating building in City Park.	TBD	Conceptual	\$0 \$0 \$0 \$0	Public Vote G.O. Bonds Total	\$0 \$0 \$0	\$0 \$0 \$0	\$0	\$0	\$0	\$0	\$0
Waterfront Redevelopment	Work with Sr. Center to renovate surrounding park, parking lot and walkway. Remove creosote pier, reintroduce habitat for fish and wildlife. Increase access to the waterfront to accommodate increased growth.	RCO WWFRP ALEA Shohomish Co.	Complete	\$0 \$0 \$0 \$0	REET Grants Park Impact Fees Grants (unsecured) Total	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$0	\$0	\$0	\$0	\$0
Public Market (Downtown Waterfront)	Acquire and develop property for a year round public market.	Unknown	Conceptual	\$0 \$0 \$0	Grants Total	\$0 \$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0

Total CFP	\$12,057,528	Annual CFP Totals	\$6,030,315	\$6,027,213	\$0	\$0	\$0	\$0
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CITY OF EDMONDS CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT NAME: Civic Center Playfield	ESTIMATED COST: \$12,057,528
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310 6th Ave. N, Snohomish County, within Edmonds City limits.
8 acres; zoned Playgrounds & Athletic Areas

PROJECT DESCRIPTION: An 8-acre downtown park development supported by \$3.47M in grant funding; \$3.7M in bonds and \$5.1M in carryforward funds from previous years. This signature project is slated to go to bid in early 2021 with ground breaking scheduled for second quarter of 2021. This project is expected to take 16 months to complete (8 months in 2021 and 8 months in 2022). Remaining annual expenditures are estimated at \$6.03M in 2021 and \$6.03M in 2022. Three funds are utilized: Fund 125, Fund 126 and Fund 332.

PROJECT BENEFIT/ RATIONALE:
This is a multi-year design, land acquisition, fund development and construction project that is a very high priority in the PROS plan. With \$3.47M in grant funding to support the effort. The Master Plan process was robust with extensive community input. The design is complete, permits are approved and the project is ready to enter the construction phase.

SCHEDULE: 2021-2022

COST BREAKDOWN						
PROJECT COST	2021	2022	2023	2024	2025	2026
Professional Service	\$67,620					
Engineering	\$45,833	\$45,832				
Construction	\$5,872,862	\$5,937,381				
1% Art	\$44,000	\$44,000				
TOTAL	\$6,030,315	\$6,027,213				

CITY OF EDMONDS CAPITAL FACILITIES PLAN DESCRIPTION

PROJECT NAME: Community Park / Athletic Complex at the Former Woodway High School	ESTIMATED COST: \$6-8 M
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PROJECT DESCRIPTION: Develop community park and regional athletic complex with lighted or unlighted fields and recreational amenities in partnership with Edmonds School District, community colleges, user groups, and other organizations. Development dependent upon successful regional capital campaign. \$10M - \$12M project for all 3 phases.

PROJECT BENEFIT/ RATIONALE: The site is currently an underutilized and under maintained facility with great potential as community multi-use active park. Site has existing controlled access, greenbelt, parking and 4-court tennis facility with substandard fields. Highly urbanized area with 150,000 residents within 5-mile radius. Future maintenance supported by user fees. Phase 1 was completed in 2015 for \$4.2M, Phases 2 & 3 will be completed in the future for an additional \$6-8M.

SCHEDULE: 2021-2039

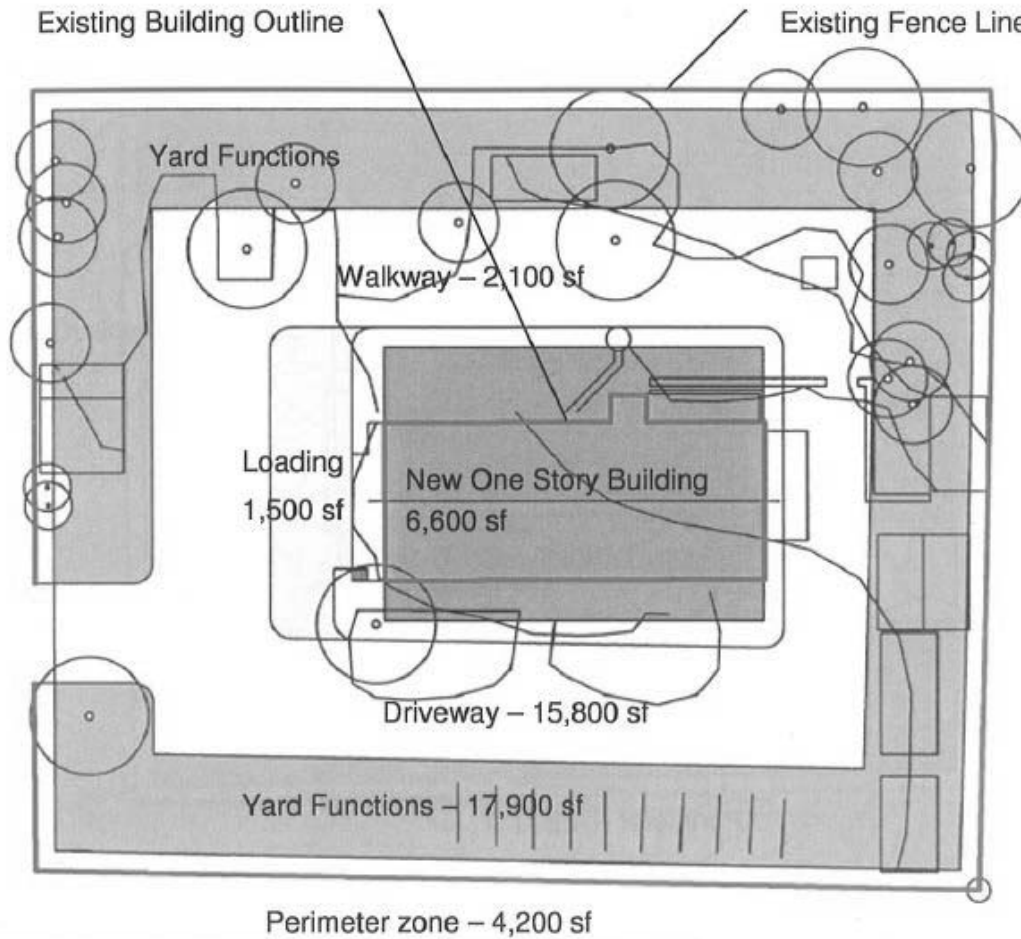
COST BREAKDOWN

PROJECT COST	2021	2022	2023	2024	2025	2026	2027-2039
Planning/Study							
Construction							
1% for Art							
TOTAL							\$6-8M

** all or a portion of this project may qualify for 1% for the Arts*

CITY OF EDMONDS CAPITAL FACILITIES PLAN DESCRIPTION

PROJECT NAME: Parks & Facilities Maintenance & Operations Building	ESTIMATED COST: \$3 - \$4M
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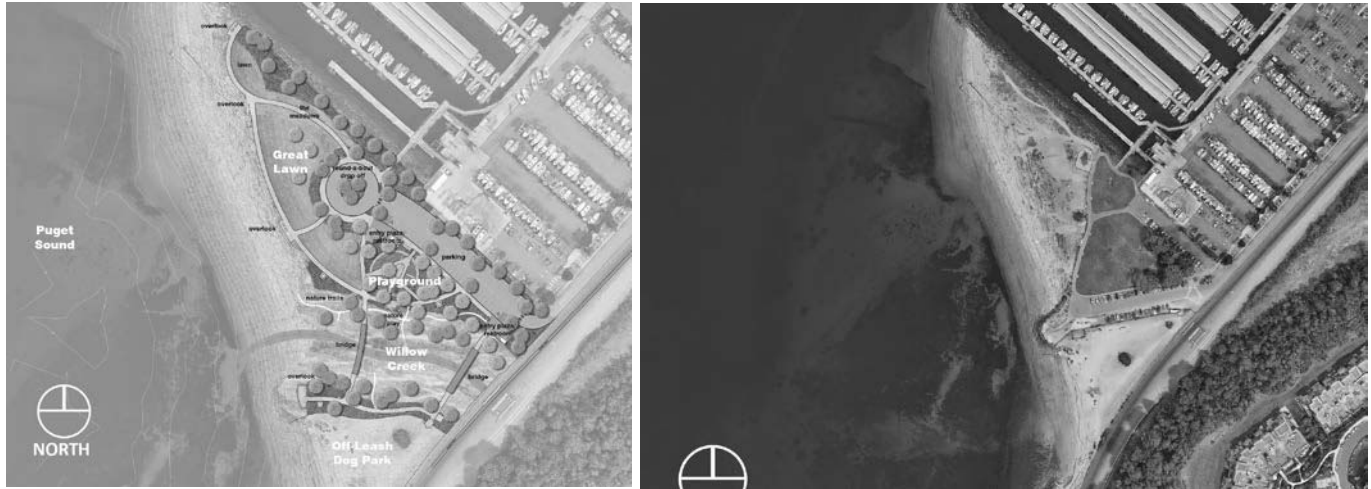


PROJECT DESCRIPTION: The 40+ year old maintenance building in City Park is reaching the end of its useful life and needs major renovation or replacement.							
PROJECT BENEFIT/ RATIONALE: Parks and Facilities Divisions have long outgrown this existing facility and need additional work areas and fixed equipment in order to maintain City parks and Capital facilities for the long term.							
SCHEDULE: Contingent on finding additional sources of revenue from general and real estate taxes. 2021 - 2019							
COST BREAKDOWN							
PROJECT COST	2021	2022	2023	2024	2025	2026	2027-2039
Planning/Study							
Eng. & Admin.							
Construction							
1% for Art							
TOTAL							\$3m - \$4m

** all or part of this Project may qualify for 1% for the Arts*

CITY OF EDMONDS CAPITAL FACILITIES PLAN DESCRIPTION

PROJECT NAME: Marina Beach Park Improvements – sub component of Edmonds Marsh Estuary Restoration (Willow Creek Daylighting)	ESTIMATED COST: \$5M
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South of the Port of Edmonds on Admiral Way South, within Edmonds City limits, Snohomish County 4.5-acre regional park; Zoned Commercial Waterfront, Marina Beach south purchased with federal transportation funds. WWRC / IAC Acquisition Project; protected through Deed-of-Right RCW

PROJECT DESCRIPTION: Redefine the park to better serve the community as it accommodates the new alignment of Willow Creek. The project will include parking lot reconfiguration, overlooks, lawn areas, potential concession areas, restrooms, upgraded play area, upgraded benches, picnic tables and BBQ's, improved ADA accessibility, a loop trail system including two pedestrian bridges connecting the park across Willow Creek, personal watercraft staging and launching area, bicycle racks, fencing, and retaining the existing beach/ driftwood area and off leash area. The Marina Beach Master Plan includes daylighting Willow Creek which requires removal of a 1,600 pipe that was placed in the early 1960's and is the only exchange between the Puget Sound and our Freshwater Edmonds Marsh Estuary. Two funds utilized: Fund 125 and Fund 332. Fund 332 includes park impact fees, donations and grants.

PROJECT BENEFIT/ RATIONALE: Marina Beach Park is a highly used regional park. Through the City of Edmonds Comprehensive Plan, Strategic Action Plan and the Parks, Recreation, and Open Space (PROS) Plan the community identified the need to restore the adjacent Edmonds Marsh, re-established for salmon habitat. Improvements are intended to retain this site as an asset to the regional waterfront park system. Importantly, the project is intended to address sea level rise and will promote recreational tourism at both Marina Beach and the Marsh for all generations to enjoy, learn about, and utilize as a wildlife sanctuary in an urban environment.

SCHEDULE: 2021-2026

COST BREAKDOWN

PROJECT COST	2021	2022	2023	2024	2025	2026
Planning and Design		\$250,000	\$250,000			
Engineering						
Construction				\$1,750,000	\$2,750,000	
1% for Art						
TOTAL		\$250,000	\$250,000	\$1,750,000	\$2,750,000	

* all or part of this project may qualify for 1% for the Arts.