

Return to: Snohomish County Council, Mail Stop 609

“2021 – 2027 MITIGATION AGREEMENT”

THIS AGREEMENT, effective January 1, 2021, is entered into between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter “County”) and the CITY OF MOUNTLAKE TERRACE, a municipal corporation of the State of Washington (hereinafter “City”) both organized and existing under the laws of the State of Washington (hereinafter collectively referred to as “the parties”). This Agreement provides for mitigation of impacts associated with the processing of mixed municipal solid waste through the Southwest Recycling and Transfer Station (“SWRTS”) located within the City of Mountlake Terrace.

RECITALS

WHEREAS, the County is the owner of real property within the City, upon which the SWRTS is located; and

WHEREAS, RCW 36.58.080 allows cities to charge counties to mitigate impacts directly attributable to solid waste facilities, provided that such charges are reasonably necessary to mitigate such impacts and that revenues generated from such charges are expended to mitigate such impacts; and

WHEREAS, the County and City recognize that the SWRTS is an essential public facility under the Growth Management Act, and that some of the Snohomish County Tomorrow goals and policies are achieved by agreement to settle on mitigation payments; and

WHEREAS, the parties have previously entered into mitigation agreements which considered impacts of the SWRTS on City facilities and services, as well as implications to the County solid waste system (the most recent being that certain mitigation agreement between the parties dated July 1, 2014 through December 31, 2020); and

WHEREAS, the City and County have determined that continued mitigation payments are warranted and beneficial to both parties; and

WHEREAS, both parties believe this Agreement to be in the best interests of the public;

COVENANTS

NOW, THEREFORE, the parties do agree as follows:

1. One-Time Mitigation Payment for Road Impacts

In compensation for impacts associated with the operation of SWRTS upon City roads and services, County shall pay to the City a one-time mitigation payment in an amount of two hundred thousand dollars (\$200,000.00). The intended purpose of the payment is to assist with the expenses associated with the improvements, totaling approximately \$1,814,450, that are necessary to that portion of 66th Ave W located north of 220th St SW as described in Exhibit "A". The amount of this payment was calculated based on the cost of material and labor necessary to complete the improvements by the City Engineering Department. It is anticipated that improvements to 66th Ave W will begin in spring 2021. The County shall remit payment in full to the City on or before March 15, 2021.

2. Hours of Operation

The transfer station may be open to customers between the hours of 7:00 AM and 10:00 PM ("customer hours"). The County will determine actual customer hours. The County shall not lengthen customer hours without showing compliance with Mountlake Terrace Municipal Code and providing notice of the intent of extending hours of operation to the City Manager.

Under short-term emergency situations the County may operate the station for longer hours than stated in this Agreement. Short-term emergencies may include but are not limited to: fire, equipment failure, hauler disruptions, or public health crisis. The County shall immediately notify the City of the reason for the modification, and shall return to the regular schedule as soon as practicable.

County crews may perform clean-up and repair and maintenance duties outside the regular customer hours of operation subject to compliance with applicable City regulations and code provisions and state law. Crews may also haul previously loaded containers of waste away from the site or return empty containers to the site before or after regular customer hours of operation subject to compliance with applicable City regulations and code provisions and state law.

3. Term and Effective Date of Agreement

This Agreement shall be in effect for seven (7) years. It shall be effective from January 1, 2021, through December 31, 2027. It may be modified anytime within that time period by the execution of a written amendment to this Agreement. The parties agree to enter into negotiations to amend or reconfirm this Agreement no later than six (6) months prior to its expiration.

4. Administration

The Director of the Snohomish County Solid Waste Division and the Mountlake Terrace Public Works Director shall be joint administrators of this Agreement.

5. Entire Agreement

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

6. No Joint Venture

This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the City and County shall act in their individual capacities and not as agents, employees, or partners of one another.

7. No Third-Party Beneficiary

This Agreement is made only for the benefit of the City and County and no third person or party shall have any rights hereunder whether by agency, as a third-party beneficiary, or otherwise.

8. Attorney's Fees

In the event either party brings a lawsuit to enforce this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorney's fees for bringing or defending the action. The venue for any dispute related to this Agreement shall be Snohomish County, Washington.

SNOHOMISH COUNTY

By: _____
Snohomish County Executive

ATTEST:

Clerk of the Council, Asst. Date
Snohomish County


APPROVED AS TO FORM:

/s/George Marsh 12/7/20
Deputy Prosecuting Attorney Date
Snohomish County

CITY OF MOUNTLAKE TERRACE

By: _____
City Manager

ATTEST:



City Clerk Date

APPROVED AS TO FORM:



City Attorney Date



CITY OF MOUNTLAKE TERRACE

66th Ave West Pavement Reconstruction Project, (From 220th St. SW to Interurban Trail)

ENGINEER'S COST ESTIMATE

ITEM No.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT UNIT PRICE	CONTRACT AMOUNT
1	Minor Change	FA	1.00	\$ 30,000.00	\$ 30,000.00
2	Contractor Surveying, including As-Built Drawing	LS	1.00	\$ 10,000.00	\$ 10,000.00
3	SPCC Plan	LS	1.00	\$ 750.00	\$ 750.00
4	Additional Potholing	FA	1.00	\$ 2,500.00	\$ 2,500.00
5	Mobilization	LS	0.98	\$ 198,358.00	\$ 194,482.75
6	Project Temporary Traffic Control	LS	1.00	\$ 30,000.00	\$ 30,000.00
7	Flaggers and Spotters	HR	3380.00	\$ 60.00	\$ 202,800.00
8	Uniformed Law Enforcement Personnel for Traffic Control	HR	280.00	\$ 120.00	\$ 33,600.00
9	Construction Signs Class A	SF	100.00	\$ 50.00	\$ 5,000.00
10	Remove and Dispose of Existing Cement Concrete Sidewalk, Sidewalk Ramp	SY	1838.90	\$ 18.00	\$ 33,100.20
11	Remove and Dispose of Existing Concrete Curb and Gutter	LF	911.00	\$ 18.00	\$ 16,398.00
12	Crushed Surfacing Top Course	Ton	3576.00	\$ 30.00	\$ 107,280.00
13	Planning Bituminous Pavement	SY	10628.00	\$ 8.00	\$ 85,024.00
14	HMA Class 1/2" PG 64-22	Ton	1366.00	\$ 120.00	\$ 163,920.00
15	Commercial HMA For Pavement Repair, Incl. Excavation and Haul	Ton	4920.00	\$ 170.00	\$ 836,400.00
16	Asphalt Cost Price Adjustment	Ton	1.00	\$ 6,215.10	\$ 6,215.10
17	Pavement Repair Membrane	SY	2775.00		\$ -
18	Reinforcing Steel Concrete Pavement on 66th Ave W @ Intersection 66th Ave W and 216th St. SW	SY	1000.00	\$ 245.00	\$ 245,000.00
19	Commercial HMA or Asphalt Treated Base for Temporary Patch	Ton	75.00	\$ 170.00	\$ 12,750.00
20	Remove and Dispose of Existing Concrete Catch Basin, Type 1 Incl. Frame and Grate	EA	1.00	\$ 600.00	\$ 600.00
21	Remove and Dispose of Existing Concrete Brick Catch Basin, Type 1, Incl. Frame and Grate	EA	1.00	\$ 600.00	\$ 600.00
22	12" Diam. Class S2 D.I. Storm Pipe	LF	50.00	\$ 120.00	\$ 6,000.00
23	Catch Basin Type 1	EA	2.00	\$ 1,500.00	\$ 3,000.00
24	Adjust Catch Basin Type 1 and Provide New Rectangular Frame and Solid Metal Cover Grate	EA	1.00	\$ 950.00	\$ 950.00
25	Adjust Catch Basin, Type 2, and Provide New Circular Frame (Ring) & Locking Cover	EA	7.00	\$ 950.00	\$ 6,650.00
26	Adjust Sanitary Sewer Manhole Type 1, and Provide New Circular Frame (Ring) & Locking Cover	EA	7.00	\$ 950.00	\$ 6,650.00
27	Adjust Valve Box	EA	16.00	\$ 750.00	\$ 12,000.00
28	Adjust Cleanout Box & Cover	EA	6.00	\$ 750.00	\$ 4,500.00
29	Temporary Water Pollution/Erosion Control	EA	1.00	\$ 5,000.00	\$ 5,000.00
30	Catch Basin Inlet Protection	EA	18.00	\$ 60.00	\$ 1,080.00
31	Topsoil Type A	CY	15.00	\$ 30.00	\$ 450.00
32	Bark or Wood Chip Mulch	CY	10.00	\$ 35.00	\$ 350.00
33	Cement Concrete Traffic Curb and Gutter	LF	1113.00	\$ 20.00	\$ 22,260.00
34	Cement Concrete Pedestrian Curb	LF	368.00	\$ 20.00	\$ 7,360.00
35	Raised Pavement Marker Type 2BB	EA	9.00	\$ 25.00	\$ 225.00
36	Adjust Survey Monument Case and Cover	EA	2.00	\$ 750.00	\$ 1,500.00
37	Cement Concrete Sidewalk	SY	1732.00	\$ 60.00	\$ 103,920.00
38	Detectable Warning Surface (truncated dome)	SF	290.00	\$ 60.00	\$ 17,400.00
39	Traffic Signal Loop Vehicle Detectors	LS	1.00	\$ 5,000.00	\$ 5,000.00
40	Remove and Replace Junction Box	EA	3.00	\$ 1,000.00	\$ 3,000.00
41	Project Sign	EA	1.00	\$ 750.00	\$ 750.00
42	Plastic Line	LF	3825.00	\$ 2.75	\$ 10,518.75
43	Plastic Crosswalk Line	SF	1680.00	\$ 6.25	\$ 10,500.00
44	Plastic Stop Line	LF	98.00	\$ 7.65	\$ 749.70
45	Plastic Traffic Arrow	EA	8.00	\$ 70.00	\$ 560.00
46	Temporary Pavement Marking	LF	5000.00	\$ 0.35	\$ 1,750.00
47	RRFB Pedestrian System Complete Assembly	LS	1.00	\$ 30,000.00	\$ 30,000.00
Subtotal cost of Bid				\$	2,278,543.50
Washington State Sales Tax @ 0.0% - Department of Revenue Rule 171				\$	-
Total cost of Bid				\$	2,278,543.50
Contingency - 10% (Foundation materials, French Drain, catch basins, etc.)				\$	227,854.35
Total cost Construction including contingency				\$	2,506,397.85



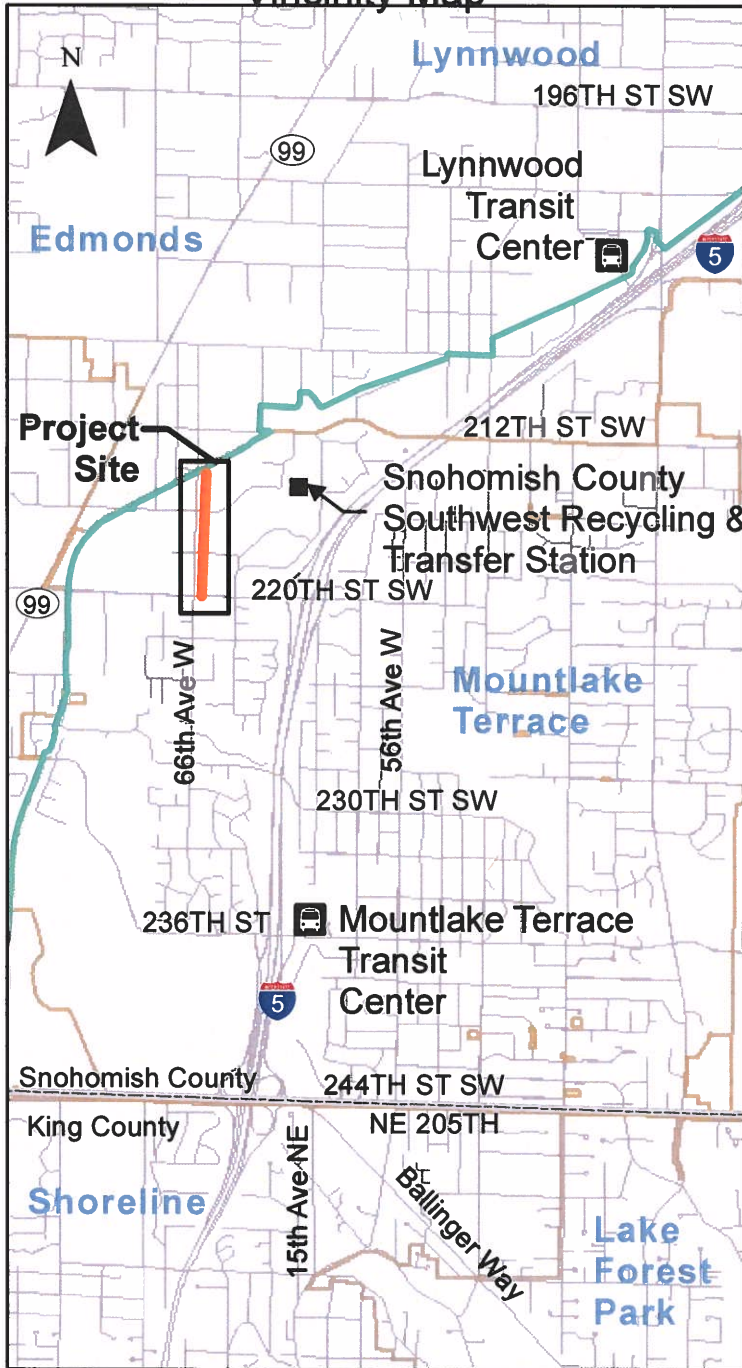
**66th Ave West Pavement Reconstruction Project,
(From 220th St. SW to Interurban Trail)**

Summary	Enter "Yes" for changing from "Overlay with Pavement Repair" to "Pavement Reconstruction (10" HMA)	Subtotal
66th Ave W Pavement Reconstruction With Reinforcing Concrete Pavement on 66th Ave W @ Intersection of 66th Ave W & 216th St. SW (216th St. SW to 220th St. SW)	Yes	\$ 1,814,453.90
66th Ave W Pavement Reconstruction (216th St. SW to Interurban Trail)		\$ 691,943.95
Total Costruction Cost		\$ 2,506,397.85

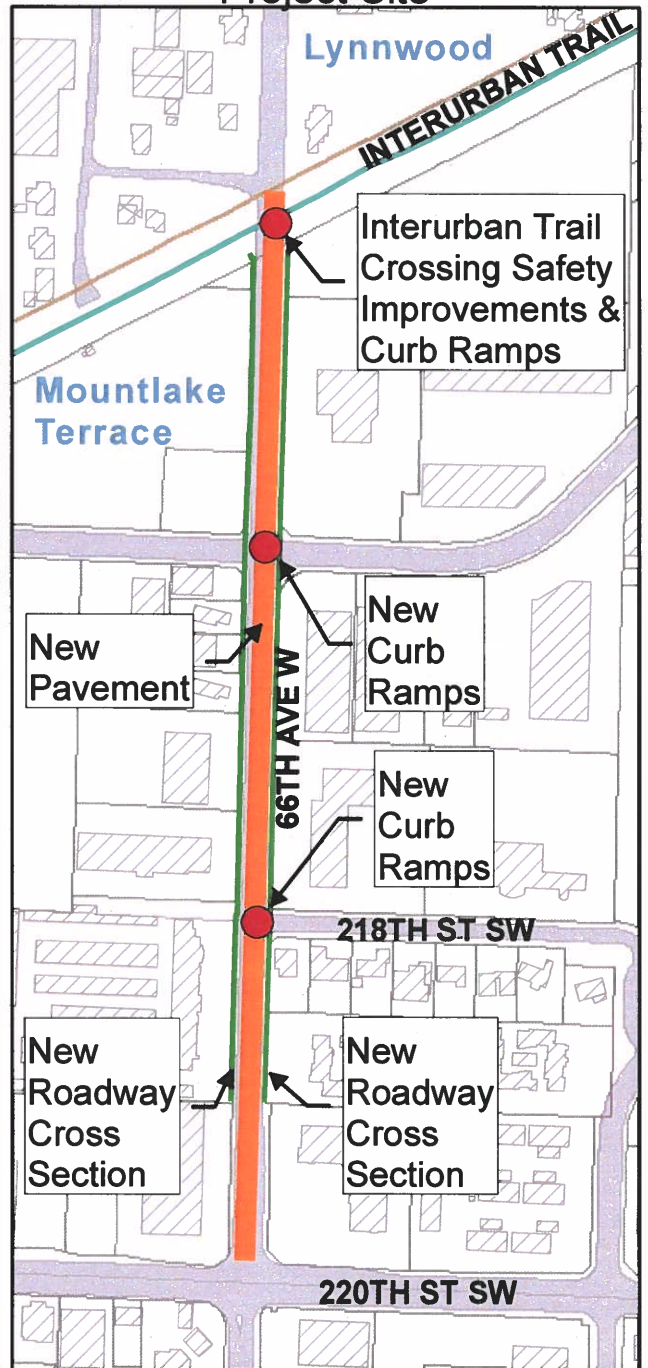
Summary	Enter "Yes" for changing from "Overlay with Pavement Repair" to "Pavement Reconstruction (10" HMA)	Subtotal
66th Ave W Pavement Reconstruction Without Reinforcing Concrete Pavement on 66th Ave W @ Intersection 66th Ave W & 216th St. SW (216th St. SW to 220th St. SW)	Yes	\$ 1,500,304.43
66th Ave W Pavement Reconstruction (216th St. SW to Interurban Trail)		\$ 691,943.95
Total Construction cost		\$ 2,192,248.38

Cost for Reinforcing Concrete Pavement on 66th Ave W (36' W x 250' L) @ Intersection of 66th Ave W and 216th Street SW	\$ 314,149.47
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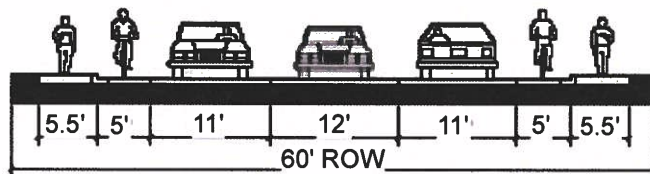
Vicinity Map



Project Site



Roadway Cross Section



66th Ave W Reconstruction Project
Vicinity Map

