

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

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EDMONDS FOR CIVIC PARK IMPROVEMENTS (this “Agreement”), 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 2015 Comprehensive Parks and Recreation Element, 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 22-056, adopted November 9, 2022, which adopted the 2023-2028 Capital Improvement Program as part of the Snohomish County’s Growth Management Act Comprehensive Plan, and which included Amendment #4, which identified specific projects to be funded as City Council Partnership Projects; and

D. Amendment #4 included the City of Edmonds Civic Park Improvements project (“the Project”). 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 the Project, in an amount up to One Hundred Fifty Thousand and no/100 Dollars (\$150,000); and

E. The City of Edmonds has provided the following: a description of the Project (Attachment A, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the Project property (Attachment B, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, development, maintenance, and operation of the Project (Attachment C, incorporated herein by this reference); and relevant portions of the City’s 2021-2041 Capital Facilities Plan (CFP) including the property and Project, as further described herein (Attachment D, 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 enhancements at the Park Property pursuant to the Project include the addition of a gathering area with water feature, a walking path around the perimeter of the Park Property, a multi-use sport court, exercise equipment, a picnic area, and restroom.

2. Effective Date and Duration.

This Agreement shall take effect when 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, 2024, 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:

Director
Snohomish County DCNR,
Division of Parks & Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6601
sharon.swan@snoco.org

City:

Angie Feser, Director
Parks, Recreation and 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, 2024, 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 of the Project 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 Park Property pursuant to the Project. The County makes no commitment to support the Project or Park Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Park Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Park 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, 2024, the City shall submit to the County one invoice requesting disbursement of the County's designated funds for the Project, identified in 5.2 ("Funds"). 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 the Funds 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 portion of the 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 and RCW 42.56.

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 the expiration 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 of the Funds, 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 (or the appropriate portion of) 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 Park Property pursuant to the Project. 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.

City certifies it has a self-insurance program, in lieu of carrying Commercial General Liability.

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, 2024, 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 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

By Lacey Harper Digitally signed by Lacey Harper
Date: 2023.03.09 09:33:33 -08'00'
Title: County Executive Director

CITY:

City of Edmonds, a Washington municipal corporation

By Mike Nelson DocuSigned by:
17A625EA7657432...
Title: Mayor

Approved as to Form:

/s/ Sean Reay_1 12 2023
Deputy Prosecuting Attorney

Attest/Authenticate

By [Signature] DocuSigned by:
7B732FF8F8DD4AB...
Title: City Clerk

COUNCIL USE ONLY	
Approved	<u>3/8/2023</u>
ECAF #	<u>2023-0080</u>
MOT/ORD	<u>Motion 23-049</u>

Approved as to Form:

Sharon Cates DocuSigned by:
25BFC07762F2449...
Office of the City Attorney

ATTACHMENT A
DESCRIPTION OF PROJECT

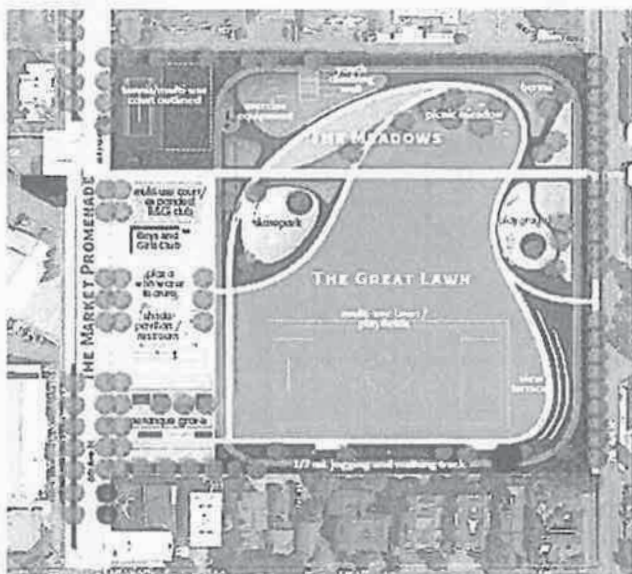
Civic Park Downtown Edmonds



PROJECT DESCRIPTION: 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.

PURPOSE/NEED:

This park redevelopment will play a vital role in a community; from offering gathering areas, nature trails, places for physical activity and festivals, it will provide opportunities for increased quality of life. It will have a direct economic impact to downtown Edmonds, as it will attract thousands of visitors each year and is in close proximity to retail and restaurants.



FUNDING:

To date, the City of Edmonds has invested approximately \$1.5 million into the purchase, master plan and early design for the project.

COST:

The City of Edmonds is aggressively seeking funds from public, private and the city's capital funds. To date approximately \$5 million of the estimated \$12 million has been raised.

FOR MORE INFORMATION: Carrie Hite, Parks, Recreation and Cultural Services Director
(425) 771-0256 or carrie.hite@edmondswa.gov

ATTACHMENT B

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 C

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 C– 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,

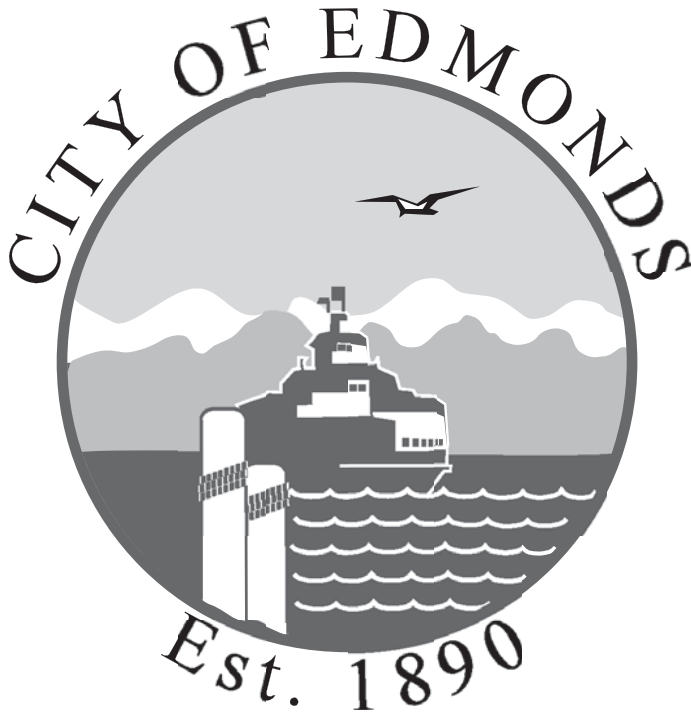
Carrie S. Hite
City of Edmonds Parks, Recreation, and Cultural Services Director
700 Main Street
Edmonds, Washington 98020

ATTACHMENT D

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

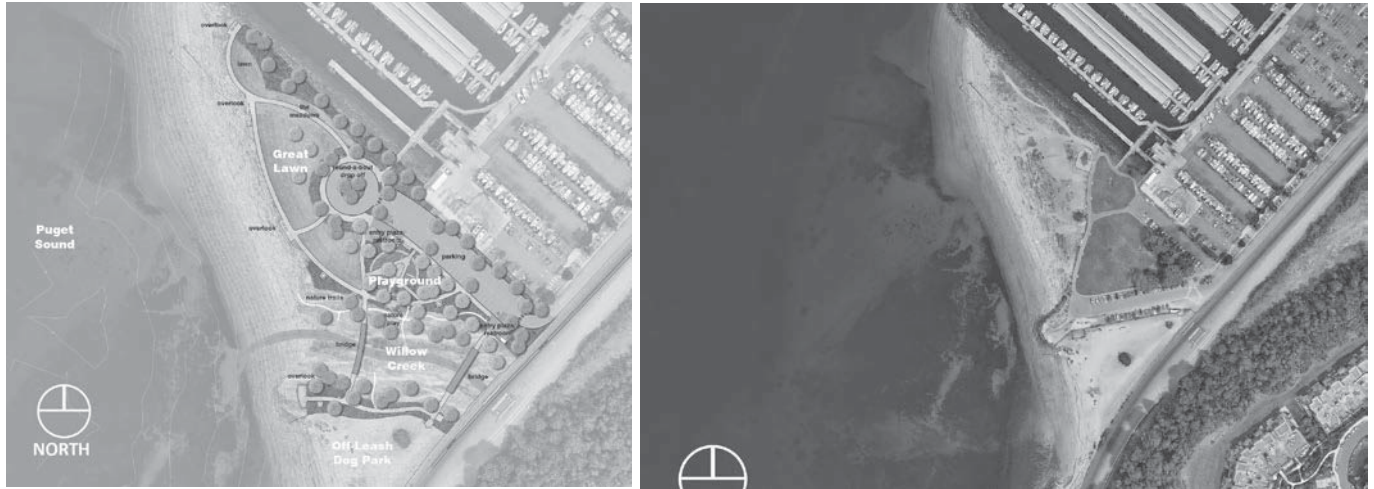
CITY OF EDMONDS

CAPITAL FACILITIES PLAN 2021-2041



CITY OF EDMONDS CAPITAL FACILITIES PLAN 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.

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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DA HOGAN

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

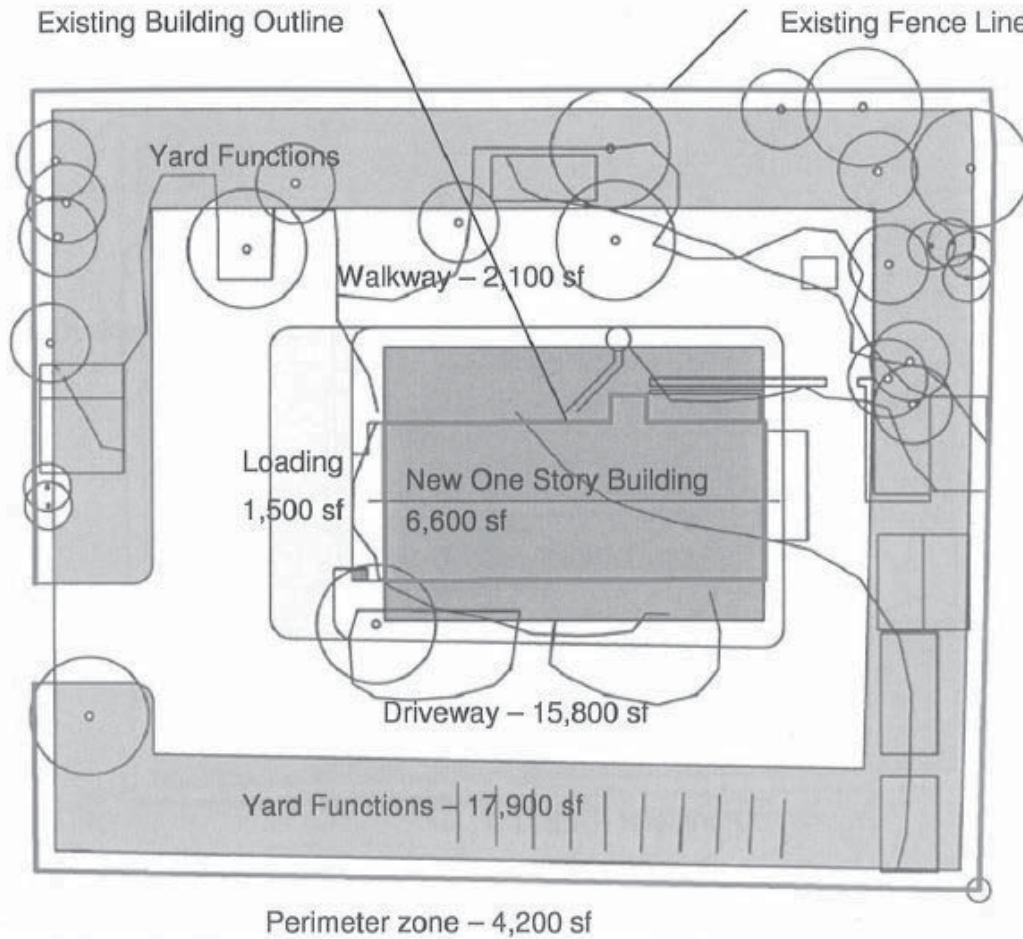
COST BREAKDOWN

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*