

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
CITY OF MUKILTEO FOR PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MUKILTEO FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this 29th day of September, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MUKILTEO, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the General Policy Plan and 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. The County Council adopted the 2021 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Mukilteo’s Improvements to the 76th Street Bike and Pedestrian Paths project in an amount up to Forty Thousand and no/100 Dollars (\$40,000) in County REET 2 funds (the “Funds”). These Funds will be used for what is titled “Improvements to the 76th Street Bike and Pedestrian Paths” project, included as Attachment B, incorporated herein by this reference; and

E. The City of Mukilteo 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); a description of the City’s involvement and on-going role in planning, design, development, construction, 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 including the property and project; and relevant portions of the 2021-2022 City Budget, (Attachment H, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, 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 for the City's Improvements to the 76th Street Bike and Pedestrian Paths project (the "Project") located along 76th Street, between SR525 and 44th Ave W, in Mukilteo WA 98275 (the "Property").

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 after December 31, 2021, 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
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Andrea Swisstack
Public Works Director
City of Mukilteo
11930 Cyrus Way
Mukilteo WA 98275
(425) 263-8000 phone
aswisstack@mukilteowa.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 represents to the County that the City owns the property upon which the Project shall be executed to the extent identified in Exhibit E, and additional real property or easements are not needed to complete the portion of this Project with County funds.

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 Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or 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 the Property to the extent it is not located on private property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the park improvements at the Property accomplished through execution of the Project 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 Forty Thousand and no/100 Dollars (\$40,000.00).

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 the purposes not permitted by the REET 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, be liable for, and pay all damage, loss, costs and expense of any party 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 Property and the execution of the Project contemplated by 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, 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 Sections 12.2 and 12.3 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 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, 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

By Lacey Harper Digitally signed by Lacey Harper
Date: 2021.09.29 11:49:18 -07'00'
Name: Dave Somers
Title: Executive

CITY:

City of Mukilteo, a Washington municipal corporation

By Jennifer Gregerson (Sep 6, 2021 13:33 PDT)
Name: Jennifer Gregerson
Title: Mayor

COUNCIL USE ONLY
Approved 9/29/2021
ECAAF # 2021-0707
MOT/ORD Motion 21-318

Attest/Authenticate

By Carol Moore (Sep 7, 2021 10:02 PDT)
Name: Carol Moore
Title: City Clerk

Approved as to Form:

/s/ Sean Reay 7/7/21
Deputy Prosecuting Attorney

Approved as to Form:

Daniel Kenny (Sep 7, 2021 18:41 PDT)
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."
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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.
 - I. 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.

29 Section 2. The County Council makes the following conclusions:

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- 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.

41 Section 3. The County Council bases its findings and conclusions on the entire record of the
42 Planning Commission and the County Council, including all testimony and exhibits. Any finding
43 which should be deemed a conclusion, and any conclusion which should be deemed a finding, is
44 hereby adopted as such.
45

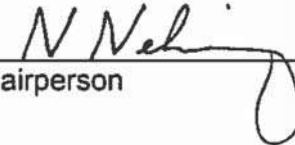
1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and
4 conclusions.
5

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

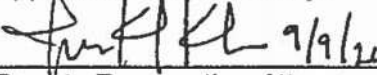
31
32 (X) APPROVED DATE: 11/23, 2020
33 () VETOED
34 () EMERGENCY

35
36 
37 _____
38 Snohomish County Executive

39 ATTEST:

40 
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				
<u>309</u>	<u>001</u>	<u>Parks Construction Fund</u>	<u>985</u>	<u>Parks And Recreation - Ad</u>	<u>944</u>	<u>Community</u>	
	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
<u>309</u>	<u>309</u>	<u>Parks Construction Fund</u>	<u>985</u>	<u>Parks And Recreation - Ad</u>	<u>944</u>	<u>Community</u>	
	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
<u>309</u>	<u>309</u>	<u>Parks Construction Fund</u>	<u>985</u>	<u>Parks And Recreation -</u>	<u>946</u>	<u>Regional</u>	<u>042</u> <u>City Parks</u>
	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	(\$5,000)	\$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>	<u>\$750,000</u>
	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
	191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1	\$25,000
191.5167005514	OpT-Park Projects	\$725,000
	191 002 2nd Qtr % REET (ESH) 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2	\$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
	191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1	\$25,000
191.3167000800	Fund Balance	\$725,000
	191 002 2nd Qtr % REET (ESH) 2 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2	\$725,000
	FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":	\$750,000

ATTACHMENT C

Written Request for Funding from City to County



CITY OF
MUKILTEO

Public Works Department

Attachment C

May 10, 2021

Tom Teigen, Director
Snohomish County Parks, Recreation and Tourism
6705 Puget Park Drive
Snohomish, WA 98296

**SUBJECT: Mukilteo 76th Street Bike & Pedestrian Path Improvements
Request for County Funding**

Dear Mr. Teigen,

The City of Mukilteo has almost completed the design of a critical missing link in our bicycle and sidewalk network along 76th Street SW and is almost ready to move into construction. The 76th Street Bike and Pedestrian Path Improvements project will construct missing segments of sidewalk on 76th Street SW between Olympic View Middle School & 44th Ave West. The project will include ADA-compliant curb ramps, new and repaired curb, gutter and sidewalk, a new pedestrian signal at SR 525, an RRFB pedestrian crossing on 76th, marked crosswalks, retaining walls, and a pedestrian handrail. More detailed information on the project can be found at:
<https://storymaps.arcgis.com/stories/db76de639e874224aef071bf3fb8ab41>

The City of Mukilteo respectfully requests funding support from Snohomish County to assist with the construction of this project. Construction is currently scheduled for late summer/early fall 2021.

If you have any questions or would like to discuss the details of this project, please contact me at 425.263.8081 or aswisstack@mukilteowa.gov.

Sincerely,

PUBLIC WORKS DEPARTMENT

Andrea Swisstack, P.E.
Public Works Director

cc: Randall Roberts, P.E., Capital Projects Engineer
File: Grants

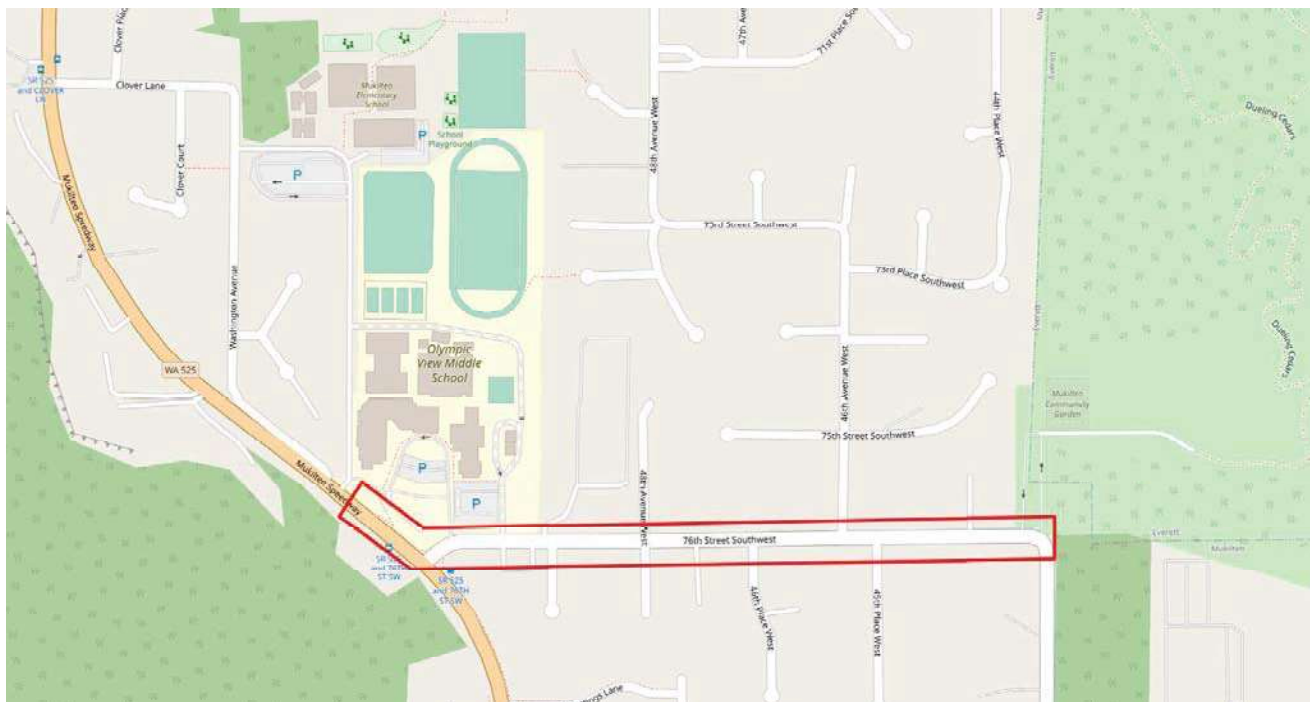
ATTACHMENT D

Description of Project

Mukilteo 76th Street Bike & Pedestrian Path Improvements Project Description

The 76th Street Bike and Pedestrian Path Improvements project will construct missing segments of sidewalk on 76th Street SW between Olympic View Middle School & 44th Ave West.

The project will include ADA-compliant curb ramps, new and repaired curb, gutter and sidewalk, a new pedestrian hybrid beacon signal at SR 525, an RRFB pedestrian crossing on 76th, marked crosswalks, retaining walls, and a pedestrian handrail.



More detailed information on the project can be found at:

<https://storymaps.arcgis.com/stories/db76de639e874224aef071bf3fb8ab41>

ATTACHMENT E

Confirmation of Ownership of Project/Location

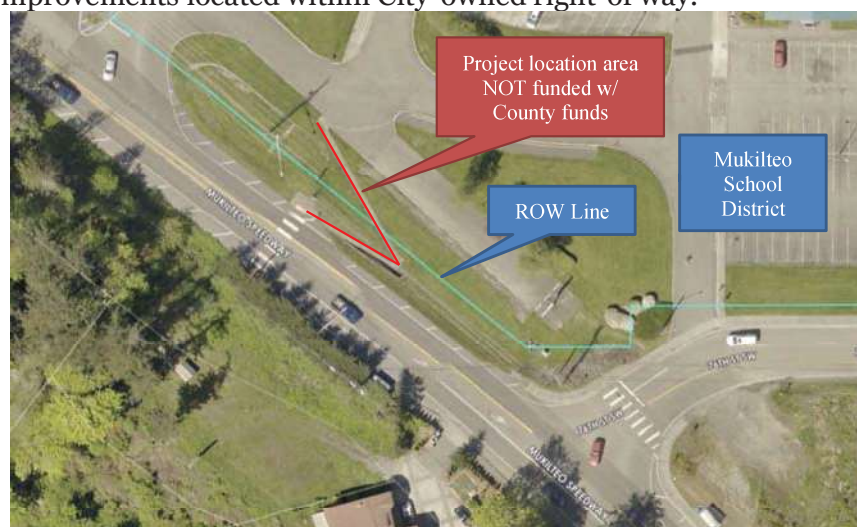
**Mukilteo 76th Street Bike & Pedestrian Path Improvements
Confirmation of Ownership of Project/Location**

The 76th Street Bike and Pedestrian Path Improvements project will construct missing segments of sidewalk on 76th Street SW between Olympic View Middle School & 44th Ave West.

The project is located within City right-of-way along 76th Street SW and SR 525.



One small segment of this project is located along SR525 and will construct a new ADA-compliant ramp that extends slightly onto Mukilteo School District property. County grant funds will not be used for the construction of this segment. All County funds will be spent to construct the improvements located within City-owned right of way.



ATTACHMENT F

Description of City's involvement in the planning, design, construction, maintenance, operation and ongoing role with project



**Mukilteo 76th Street Bike & Pedestrian Path Improvements
Description of Involvement in Planning, Design, Construction,
Maintenance, Operation and Ongoing Role with Project**

The 76th Street Bike and Pedestrian Path Improvements project is identified in multiple planning documents including a 2014 Planning-Level Sidewalk Assessment, the 2017 By The Way (Bike Transit Walk) Plan (City’s active transportation planning document), and the 2021-2026 Transportation Improvement Plan.

In 2018, the City applied for and was awarded grant funding for the 76th Street Bike and Pedestrian Path Improvements project through the Safe Routes to School grant funding program. The Safe Routes to School grant provided \$1,323,450 in funding to the \$1.53M project.

Design of the project began in 2020 with the City hiring a consultant team to lead the design and public outreach of the project.

The design and permitting of the project was completed in early-2021 and construction funds were obligated in May 2021.

The project is ready to bid and will be constructed in Summer-Fall 2021. City staff along with consultant support will manage the construction and inspection of the project.

Once complete the City will be responsible for ongoing maintenance of the sidewalk and improvements associated with the project.

ATTACHMENT G

Proof of Insurance



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

5/10/2021

Ref#: 13294

Snohomish County Dept of Parks, Recreation & Tourism
Attn: Tom Teigen, Director
6705 Puget Park Drive
Snohomish, WA 98296

Re: City of Mukilteo
Grant Funding

Evidence of Coverage

The City of Mukilteo 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 Mukilteo. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Mukilteo 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,

A handwritten signature in black ink, appearing to read 'Rob Roscoe'.

Rob Roscoe
Deputy Director

cc: Steve Powers
Andrea Swisstack, Public Works Director

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

Flourishing
Natural
Environment

Healthy Built
Environment

Vibrant Economy

Authentic Public
Participation

Creating
Connections

Healthy Community

Innovation

Charming • Safe •
Beautiful



CITY OF
MUKILTEO

By The Way Plan

6. 76th Street SW - Priority Score 89

76th Street SW is a destination connector, meaning that at either end of the roadway are two primary destinations within the City. Olympic View Middle is at one end while the 76th Street Trailhead and access to Japanese Gulch Park is at the other end. The proposed project includes completing the sidewalk system and adding new bike facilities. More detailed information about the sidewalk estimating can be found under the Tuttle Sidewalk Report located in the Appendix. These costs may be lower depending on project pairing.

TABLE 9: 76TH STREET SW PROJECT 6	
Total Work Done by Contractor	\$893,539
Design, Sales Tax, Contingency, Permits	\$443,195
Estimated Total	\$1,336,734*
2021 Dollars at 3% Annual	\$1,549,541*

*The cost estimates below differ from those provided by the Tuttle Report, because the previous estimates did not include the costs of bike facilities which City Staff included at a rate \$539 per 100 feet of construction costs.



Mukilteo Speedway Crossings
Priority Score: 51 to 95

One of the challenges identified during the public outreach was the inability to safely and efficiently cross SR 525. Each of these facilities will require approval from WSDOT and will contribute into the corridor plan as identified on page 64. If the opportunity to establish a mid-block crossing prior to the approval of the corridor plan, the City should pursue the opportunity for implementation.

One option to implement a higher safety factor is the development of a pedestrian refuge island as pictured below. In the diagonal refuge island below, the user is forced to change body direction. By forcing the pedestrian to change directions by a few degrees, the user will visually engage oncoming traffic. This small environmental shift promotes higher communication between motorists and pedestrians while also providing a safe crossing location. These projects costs approximately \$121,000 each and include:

- Project 25 - 80th/81st Crossing - Priority Score 95
- **Project 27 - 76th Street Crossing - Priority Score 86**
- Project 33 - 86th Street Crossing - Priority Score 71
- Project 40 - 2nd Street Crossing - Priority Score 55

The Goat Trail Road crossing is slightly more complicated. Given the adjacent terrain and speed of vehicles, a more suitable long-term option for crossing SR 525 is a pedestrian bridge that would connect to 11th Street. **Project 57**, priority score of 51, is for the implementation of a bridge and comes with a price tag of over \$7,000,000. However an interim solution of rapid flashing beacons, ADA improvements and signage could be implemented with a price tag of closer to \$60,000.



DIAGONAL MID-BLOCK CROSSING
COURTESY WSDOT DESIGN MANUAL

**Planning-Level Sidewalk Assessment
2014
By Tuttle Engineering**

SITE #7

76TH STREET SIDEWALKS - SR 525 TO 44TH AVENUE

CURRENT CONDITIONS

The study area is located primarily in a residential district in central Mukilteo. 76th Street is classified as an urban collector. The existing two-lane roadway is paved with a south side lane width of 12 feet and a shoulder varying from one to four feet consisting of both gravel and asphalt. No areas of designated on-street parking exist along the corridor. A combination of concrete curbing, catch basins, open ditches, and cross street culverts serve to collect and convey roadway runoff on both sides of the street. Pedestrian input to the study area is generated by local residents with defined routes restricted to only the north side of the roadway. Field evaluations assessed 2,340 feet of roadway and identified disconnected pedestrian routes, obstructed sight lines, private property amenities on public right-of-way, and areas of unmanaged drainage.



SITE CHALLENGES

Existing utilities will need relocation, coordination will be required to reconcile private use of the public right-of-way, improvements to existing road approaches and driveway connections will create design and construction challenges, large retaining walls will be required to install improvements, the proposed street section will need to be reconciled against existing roadway conditions in order to approximate the City's arterial functional classification, no stormwater treatment appears to exist with improvements requiring a regional review of stormwater management.



PROPOSED IMPROVEMENTS

Proposed improvements will resolve existing pedestrian access and drainage issues by widening the existing roadway, installing a new storm conveyance system, and by installing pedestrian sidewalk and bicycle improvements. Construction elements include site preparation, roadway excavation, stormwater structures and piping, new paved shoulders for bicycle use, new curb and gutter to manage runoff, new sidewalks and curb ramps to improve pedestrian accessibility, large-scale retaining walls, and adjustments to street signage and utility features. Proposed improvements will be confined to the eastbound lane of 76th Street until the existing park entrance where both sides of the roadway will be improved. The proposed roadway section will match that of the City's arterial functional classification.

PROJECT COST ESTIMATE

	Total Estimated Cost Work Done Contractor	\$868,313.49
	Additional R/W	\$0.00
	PE (Prelim. Engr. for Grantsmanship, Design, Utility, PS&E, Ad & Award) - 12%	\$104,197.62
	PE (Prelim. Engineering for Environmental and Permits) - 2%	\$17,366.27
	CE (Construction Contract Administration/Construction Management) - 12%	\$104,197.62
	City of Mukilteo Management of Design and Construction Effort - 5%	\$43,415.67
	City of Mukilteo Owner's Reserve or Contingency - 5%	\$43,415.67
	Schedule Total	\$1,180,906.35

APPENDIX A - ENGINEER'S ESTIMATE

Date of Scoping Review:	December 10, 2014	
Project:	City of Mukilteo Sidewalk Planning Assessments	
Location:	Site #7: 76th Street Sidewalks - SR 525 to 44th Avenue	
County:	Snohomish	
Total Approximate Length:	2,340 LF	
Type of Work:	Site Preparation, Grading, Drainage, Surfacing, Paving with HMA, Delineation, Utilities, Signing, Illumination, Landscaping, and Stormwater Management, etc.	
Total Estimated Costs Work Done Contractor (WDC)	Section	Estimated Cost
	Preparation	\$92,060.80
	Grading	\$39,525.00
	Drainage	\$0.00
	Storm Sewer	\$82,800.00
	Sanitary Sewer	\$0.00
	Water Lines	\$0.00
	Surfacing	\$48,900.00
	Hot Mix Asphalt	\$68,510.00
	Erosion Control	\$25,000.00
	Traffic	\$92,550.00
	<i>Other Items</i>	\$239,300.00
	Subtotal Work Done Contractor	\$688,645.80
	Planning Level Design Contingency - 20%	\$137,729.16
	Inflation (3% per year for 2 Years - 2017 Ad Date)	\$41,938.53
Total Estimated Cost Work Done Contractor	\$868,313.49	
	Additional R/W	\$0.00
	PE (Prelim. Engr. for Grantsmanship, Design, Utility, PS&E, Ad & Award) - 12%	\$104,197.62
	PE (Prelim. Engineering for Environmental and Permits) - 2%	\$17,366.27
	CE (Construction Contract Administration/Construction Management) - 12%	\$104,197.62
	City of Mukilteo Management of Design and Construction Effort - 5%	\$43,415.67
	City of Mukilteo Owner's Reserve or Contingency - 5%	\$43,415.67
	Schedule Total	\$1,180,906.35

Limitations:

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate.
2. Tuttle Engineering and Management makes no warranty, either expressed or implied, as to the accuracy of this estimate.
3. This estimate is based on data found within the Washington State Department of Transportation Unit Bid Analysis.
4. Costs presented herein represent an opinion based on historical information.
5. This estimate does not consider the following:
 - a. Cost associated with biological surveys, environmental (wetland) mitigations, modeled traffic analysis, land-use planning, geotechnical assessments, surveying, cultural resources, and environmental site assessments.
 - b. Phased construction or out of regular sequence construction.
 - c. Costs associated with groundwater or inclement weather conditions.
 - d. Financial charges.
 - e. Land costs, acquisition of right-of-way, easements, and/or rights of entry.
 - f. Assessments from traffic, parks, or schools.
6. This cost estimate is based on the site location shown in exhibits provided by the City of Mukilteo on December 5, 2014.

**CITY OF MUKILTEO - SIDEWALK PLANNING ASSESSMENTS
(Planning-Level Cost Estimate)**

Site #7: 76th Street Sidewalks - SR 525 to 44th Avenue

		Approximate Length of Section	2,340	LF		
No.	Description	Quantity	Unit	Unit Price	Estimated Amount	
Section 1: Preparation						
1	Mobilization (8% of WDC Subtotal)	1.0	LS	\$51,010.80	\$51,010.80	
2	Clearing and Grubbing	0.4	AC	\$3,500.00	\$1,400.00	
3	Sawcutting	2,340	LF	\$2.50	\$5,850.00	
4	Removal of Structure and Obstruction	1	LS	\$30,000.00	\$30,000.00	
5	Removing Cement Conc. Sidewalk	0	SY	\$8.00	\$0.00	
6	Removing Cement Conc. Curb and Gutter	0	LF	\$4.00	\$0.00	
7	Removing Asphalt Conc. Pavement	950	SY	\$4.00	\$3,800.00	
				Preparation Total:	\$41,050.00	
Section 2: Grading						
8	Roadway Excavation Incl. Haul	3,000	CY	\$11.50	\$34,500.00	
9	Gravel Borrow Incl. Haul (Roadway Embankment & Misc Uses - Depth Varies)	300	TN	\$16.00	\$4,800.00	
10	Embankment Compaction	150	CY	\$1.50	\$225.00	
				Grading Total:	\$39,525.00	
Section 3: Drainage						
11	Ditch Excavation Incl. Haul	0	CY	\$14.00	\$0.00	
12	Quarry Spalls	0	CY	\$50.00	\$0.00	
				Drainage Total:	\$0.00	
Section 4: Storm Sewer						
13	Catch Basin Type 1L	18	EA	\$1,200.00	\$21,600.00	
14	Catch Basin Type 2 - 48 In. Diam.	0	EA	\$2,300.00	\$0.00	
15	Sched. A Storm Sewer Pipe 12 In. Diam.	2,040	LF	\$30.00	\$61,200.00	
16	Sched. A Storm Sewer Pipe 18 In. Diam.	0	LF	\$46.00	\$0.00	
				Storm Sewer Total:	\$82,800.00	
Section 5: Sanitary Sewer						
				Sanitary Sewer Total:	\$0.00	
Section 6: Water Lines						
				Water Lines Total:	\$0.00	
Section 7: Surfacing						
17	Gravel Base	3,450	TN	\$9.00	\$31,050.00	
18	Crushed Surfacing Top Course	850	TN	\$21.00	\$17,850.00	
				Surfacing Total:	\$48,900.00	
Section 8: Hot Mix Asphalt						
19	HMA CL. 1/2 In. PG 64-22	650	TN	\$100.00	\$65,000.00	
20	Longitudinal Joint Seal	2,340	LF	\$1.50	\$3,510.00	
				Hot Mix Asphalt Total:	\$68,510.00	
Section 9: Erosion Control						
21	Temporary Erosion/Water Pollution Control	1	EST.	\$5,000.00	\$5,000.00	
22	Landscaping	1	LS	\$20,000.00	\$20,000.00	
				Erosion Control Total:	\$25,000.00	
Section 10: Traffic						
23	Cement Conc. Traffic Curb and Gutter	2,340	LF	\$18.00	\$42,120.00	
24	Cement Conc. Pedestrian Curb	195	LF	\$16.00	\$3,120.00	
25	Paint Line	4,680	LF	\$0.50	\$2,340.00	
26	Plastic Crosswalk Line	756	SF	\$5.00	\$3,780.00	
27	Plastic Stop Line	60	LF	\$15.00	\$900.00	
28	Plastic Bicycle Lane Symbol	0	EA	\$68.00	\$0.00	
29	Pedestrian Traffic Control	1	LS	\$5,000.00	\$5,000.00	
30	Plastic Traffic Letter/Arrows	0	EA	\$68.00	\$0.00	
31	Raised Pavement Marker - Type 1 and 2	1	HUND	\$290.00	\$290.00	
32	Permanent Signing	1	LS	\$5,000.00	\$5,000.00	
33	Illumination System	0	LS	\$0.00	\$0.00	
34	Temporary Project Traffic Control	1	LS	\$30,000.00	\$30,000.00	
				Traffic Total:	\$92,550.00	
Section 11: Other Items						
35	Structure Excavation Class B Incl. Haul	900	CY	\$9.00	\$8,100.00	
36	Contractor Provided Construction Surveying	1	LS	\$6,000.00	\$6,000.00	
37	Cement Conc. Sidewalk	1,300	SY	\$33.00	\$42,900.00	
38	Cement Conc. Driveway	195	SY	\$60.00	\$11,700.00	
39	Cement Conc. Curb Ramp	13	EA	\$1,200.00	\$15,600.00	
40	Modular Gravity Block Wall	3,000	SF	\$35.00	\$105,000.00	
41	Adjust Utility Structures	5	EA	\$300.00	\$1,500.00	
42	Relocate Existing Fire Hydrant	2	EA	\$2,000.00	\$4,000.00	
43	Force Account Potholing Utilities	1	EST.	\$1,000.00	\$1,000.00	
44	Roadside Cleanup	1	EST.	\$2,500.00	\$2,500.00	
45	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	
46	Stormwater Management (Biofiltration Swales, Raingardens, WQ Basins, etc.)	1	LS	\$40,000.00	\$40,000.00	
47	Wetland Mitigation	0	AC	\$40,000.00	\$0.00	
48	Pedestrian Handrail	0	LF	\$90.00	\$0.00	
				Other Items Total:	\$239,300.00	
					Estimated Work Done Contractor Subtotal:	\$688,645.80

2021-2026 Transportation Improvement Plan

**CITY OF MUKILTEO
MUKILTEO, WASHINGTON**

RESOLUTION 2020-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUKILTEO,
WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED
WITH THE SECRETARY OF TRANSPORTATION AND THE PUGET
SOUND REGIONAL COUNCIL.**

WHEREAS, pursuant to the requirements of RCW Chapters 35.77 and 47.26, the City Council of the City of Mukilteo has previously adopted a Comprehensive Street Program, including an Arterial Street Construction Program, and thereafter periodically modified said Comprehensive Street Program by Resolution, and

WHEREAS, the City Council has reviewed the work accomplished under said program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing has been held on said Six-Year Transportation Improvement Program, and

WHEREAS, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption of the Six Year Transportation Program.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MUKILTEO,
WASHINGTON, HEREBY RESOLVES:**

Section 1 - Program Adopted The Six-Year Transportation Improvement Program for the City of Mukilteo, as revised and extended for the ensuing six (6) calendar years (2021-2026, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as a fully set forth, which Program sets improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2 - Filing of Program Pursuant to RCW Chapter 35.77, the City Clerk is hereby authorized and directed to file a copy of this Resolution forthwith, together with the Exhibit attached hereto, with the Secretary of Transportation and a copy with the Puget Sound Regional Council.

RESOLVED by the City Council and APPROVED by the Mayor this 23rd day of June 2020.

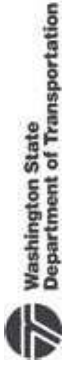
APPROVED:


MAYOR, JENNIFER GREGERSON

ATTEST/AUTHENTICATED:


CITY CLERK, CAROL MOORE

FILED WITH THE CITY CLERK: **June 23, 2020**
PASSED BY THE CITY COUNCIL: **June 23, 2020**
RESOLUTION NO.: **2020-02**



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Mukilteo
 County: Snohomish
 MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	17	Priority Number		A. PIN/Project No. B. Project Title C. Road Name or Number D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				76th Street SW and SR 525 Pedestrian Improvements 76th Street SW/SR 525 44th Avenue West to SR 525 Complete the gaps in the sidewalk and repair failed segments of sidewalk along 76th Street SW, provide an RRFB crossing to move pedestrians from the north side of 76th Street SW to the south to connect to existing pedestrian facilities on 44th Avenue W, and provide sidewalk to a proposed HAWK signal on SR 525, just north of 76th Street SW	WA-11202					28		0.420 CE		Yes

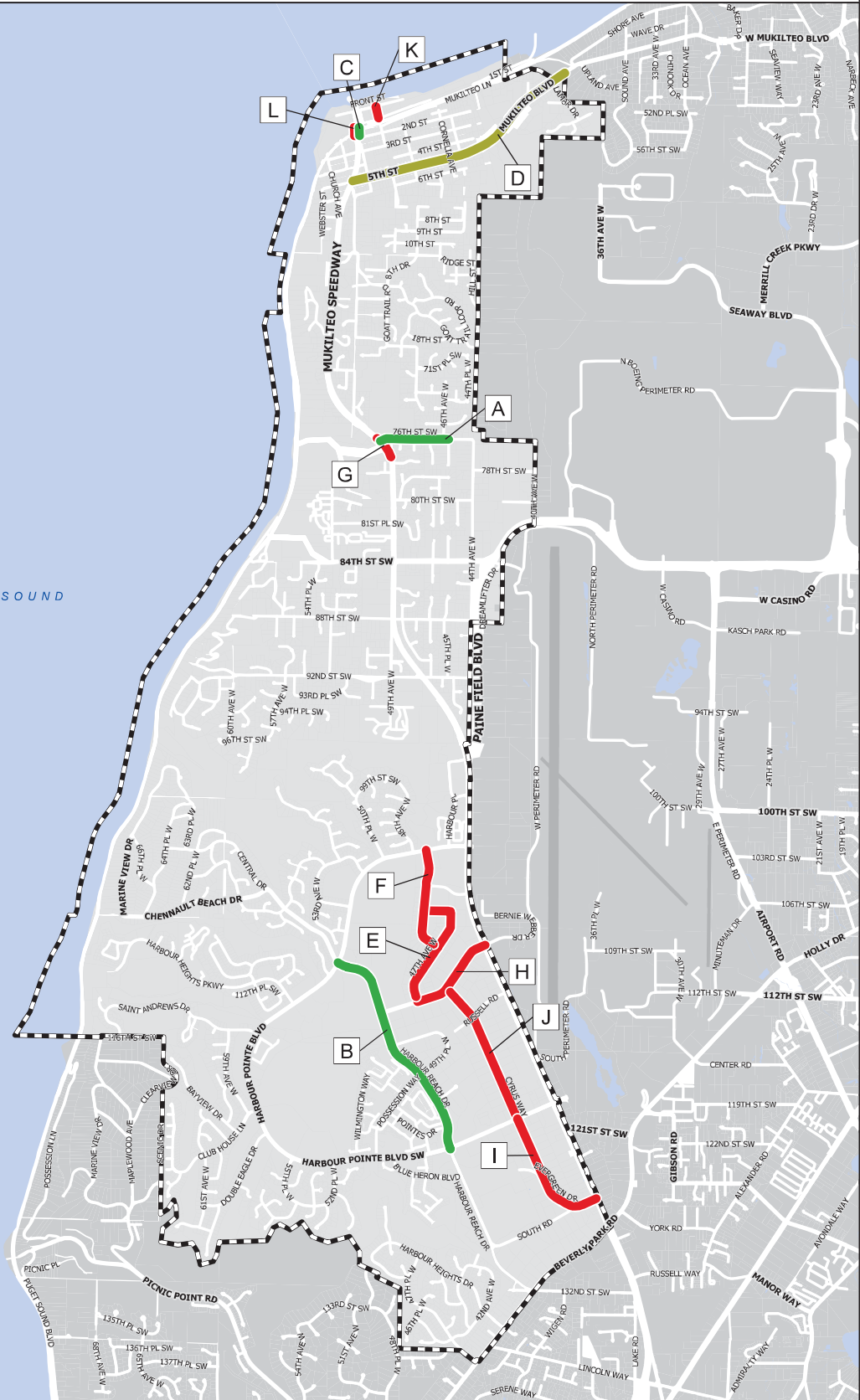
Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	CN	2021	SRTS	1,180,725			0	184,275	1,365,000
				Totals	1,180,725			0	184,275	1,365,000

Expenditure Schedule		Phase	1st	2nd	3rd	4th	5th & 6th
	CN		1,365,000	0	0	0	0
	Totals		1,365,000	0	0	0	0

—	Unfunded
—	Partially Funded
—	Funded
	City Limits



PUGET SOUND



Funded	
A	76th Street SW and SR 525 Pedestrian Improvements
B	Habour Reach Drive Improvements (north segment)
C	WSDOT SR-525 Pedestrian Access Improvements

Partially Funded	
D	5th Street Bicycle and Pedestrian Project

Unfunded	
E	47th Ave. W./107th St. SW Reconstruction
F	47th Place West Pavement Preservation
G	76th Street SW Roundabout
H	Chennault Beach Road Widening
I	Cyrus Way South Improvements
J	Cyrus Way Widening and Extension
K	Park Avenue Improvements
L	SR-525 Bridge Replacement
M	Park & Ride (not shown on map)
N	Parking Facility (not shown on map)

Annual Programs	
O	Annual Pavement Preservation Program (not shown on map)
P	B1W Program (not shown on map)*
Q	Misc. Sidewalk Repairs (not shown on map)

*To view the B1W Plan visit www.mukilteowa.gov and search "By the Way".

NOTE: Identification letters do not indicate prioritization of projects.












76th Street Sidewalks - Snohomish County ILA

Final Audit Report

2021-09-08

Created:	2021-09-03
By:	Andrea Swisstack (aswisstack@mukilteowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAidDvKr1vmxe36B4x1wCX86b4-nfvdrXD

"76th Street Sidewalks - Snohomish County ILA" History

-  Document created by Andrea Swisstack (aswisstack@mukilteowa.gov)
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