

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF ARLINGTON FOR PARK PROJECT FUNDING (this "Agreement"), is made and entered into this 5th day of May, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF ARLINGTON, 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 Arlington for Evans Field Improvement projects, to restore and repair backstop and bleachers, in an amount up to Forty Thousand and no/100 Dollars (\$40,000) in County REET 2 funds (the "Funds"). The Funds will be directed for the purpose of funding to restore and repair backstop and bleachers at Evans Field project. Snohomish County Parks and Recreation Fund 309--Community Parks is included as Attachment B, incorporated herein by this reference; and

E. The City of Arlington 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, 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 (2016 Supplement to the 2015 Recreation, Parks and Open Space Master Plan), as further described herein (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 to restore and repair backstop and bleachers at Evans Field (the "Project") located at 18813 59th Avenue, Arlington, WA (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
Parks, Recreation, and Tourism
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Paul Ellis
City Administrator
238 N. Olympic
Arlington, WA 98223
pellis@arlingtonwa.gov
(360) 403-4603

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, and additional real property or easements are not needed to complete the Project.

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

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

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

4.4.1 Upon completion of the Project or dedication of the 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. 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.

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 participation in a pooled or 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

CITY:

City of Arlington, a Washington municipal corporation

By Lacey Harper Digitally signed by Lacey Harper Date: 2021.05.05 14:01:22 -07'00'
Name: Dave Somers
Title: Executive

By Barbara Tolbert
Name: Barbara Tolbert
Title: Mayor

Attest/Authenticate

By Sherry VanDuMeersae
Name:
Title: City Clerk

Approved as to Form:

SDR
Deputy Prosecuting Attorney

Approved as to Form:

[Signature]
Office of the City Attorney

Risk Management Approval:

Risk Management

COUNCIL USE ONLY	
Approved	<u>5/5/2021</u>
ECAF #	<u>2021-0187</u>
MOT/ORD	<u>Motion 21-160</u>

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

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

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

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

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

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

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

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

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

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

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

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

1
2 NOW, THEREFORE, BE IT ORDAINED:
3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44 H. Procedural requirements.

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

Section 2. The County Council makes the following conclusions:

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

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

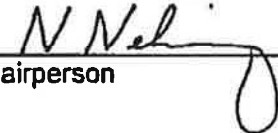
1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and
4 conclusions.
5

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

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

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

21 SNOHOMISH COUNTY COUNCIL
22 Snohomish County, Washington

23 
24 _____
25 Chairperson
26

27 ATTEST:

28 
29 _____
30 Clerk of the Council
31

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

36 
37 _____
38 Snohomish County Executive
39

40 ATTEST:

41 
42 _____
43

43 Approved as to form only:

44 
45 _____ 11/19/20
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	2021	2022	2023	2024	2025	2026
309	001	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community				
Object									
Capital Outlays				\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
Program Subtotal:				\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
309	309	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community				
Object									
Capital Outlays				\$373,454	\$0	\$0	\$0	\$0	\$0
Program Subtotal:				\$373,454	\$0	\$0	\$0	\$0	\$0
309	309	Parks Construction Fund	985 Parks And Recreation -	946	Regional				
Object									
Pass Thru Funds				\$750,000	\$0	\$0	\$0	\$0	\$0
Program Subtotal:				\$750,000	\$0	\$0	\$0	\$0	\$0
Other									
Object									
Prior Year Funds				\$19,873,701	\$0	\$0	\$0	\$0	\$0
Future Year Funds				\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
Program Subtotal:				\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
CIP-Capital Totals:				\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

CIP - Funding Source:

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

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

Council Disposition: _____ Date: _____

ATTACHMENT B
Priority Package Details

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

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

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

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

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

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

EXPENDITURE/NEW REVENUE DETAIL:

NEW Revenue:

Distribution Code	Description/Explanation	Amount
309.310985449901	OpT-REET 1	\$25,000
309.310985449902	OpT-Parks Projects-REET 2	\$725,000
309 001 Parks Construction Fun	985 Parks And Recreation 944 Community	\$750,000
	FUND 309 SUB TOTAL - PRIORITY PACKAGE REVENUES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":	\$750,000

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

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

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

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

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

EXPENDITURE/NEW REVENUE DETAIL:

CIP - Capital:

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

CIP - Funding Source:

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

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

Priority: _____ **Department:** 16 Nondepartmental

Short Name: Allocating funds to City/Council Partnerships **Package ID #:** 607

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

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

Justification: _____

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

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

EXPENDITURE/NEW REVENUE DETAIL:

Expenditures:

Distribution Code	Description/Explanation	Amount
191.5169905514	OpT-Park Projects	\$25,000
	<u>191 001 1st Qtr % REET</u> <u>648 Sb 4972 Capital Impr</u> <u>990 SB 4872 - REET 1</u>	\$25,000
191.5167005514	OpT-Park Projects	\$725,000
	<u>191 002 2nd Qtr % REET (ESH</u> <u>651 Shb 2929 Capital Imp</u> <u>700 SHB 2929 - REET 2</u>	\$725,000
	FUND 181 SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:	\$750,000

NEW Revenue:

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<u>181 001 1st Qtr % REET</u> <u>648 Sb 4972 Capital Impr</u> <u>990 SB 4872 - REET 1</u>	\$25,000
191.3167000800	Fund Balance	\$725,000
	<u>181 002 2nd Qtr % REET (ESH</u> <u>651 Shb 2929 Capital Imp</u> <u>700 SHB 2929 - REET 2</u>	\$725,000
	FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:	\$750,000
	GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":	\$750,000

ATTACHMENT C: Written Request for Funding from City to County

January 20, 2021

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

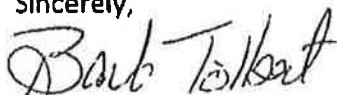
Dear Mr. Teigen,

The City of Arlington respectfully requests funding from Snohomish County for Waldo E Evans (Evans) Park restoration.

This baseball field and 6-acre park, was built in 1977 and is long overdue for renovation of the amenities that were constructed in 1977. The field is located at 18813 59th Ave NE in Arlington, across the street from the Quake Park baseball complex and skate park. Our goal is to rebuild Evans Field into the quality ballfield/park it was in its day. The ballfield can accommodate all levels of play and used by Snohomish County residents.

Thank you for your continued partnership to increase recreation opportunities in north Snohomish County.

Sincerely,



Barb Tolbert
Mayor City of Arlington
360-403-3442
btolbert@arlingtonwa.gov

ATTACHMENT D

Description of Project

City of Arlington, Evans Park

Evans Park restoration project. This baseball field and 6-acre park, was built in 1977 and is long overdue for renovation of the amenities that were constructed in 1977. The field is located at 18813 59th Ave NE in Arlington, across the street from the Quake Park baseball complex and skate park. Our final goal is to rebuild Evans Field into the quality ballfield/park it was in its day. The ballfield has historically been a 90-foot majors baseball field. In recent years, the infield has been refigured to accommodate all levels of play. It is used for games and practices for all levels of baseball from youth to adult. There is also a playground and picnic area.

Renovation activities in partnership with Snohomish County include:

- Remove and replace backstop with new commercial grade chainlink fencing, estimate is approximately \$40,000)

Other planned items dependent of funding (City allocated \$100,000 towards project for 2021):

- Replace restroom roof and damaged lumber. Paint restroom and other buildings (planned for 2021 in partnership with baseball league).
- Remove pea gravel in playground, replace with woodchips and install ADA ramp.
- Improve pedestrian access by adding pathways.

ATTACHMENT E

Confirmation of Ownership of Project/Location

200001060341

AFTER RECORDING, RETURN TO

BAILEY, DUSKIN & PEIFFLE
P.O. BOX 188
ARLINGTON, WA 98223

OUR FILE NO: 27-111B



200001060341
01/06/2000 12:23 PM Snohomish
P.0005 RECORDED County

PORTIONS OF THIS
DOCUMENT ARE POOR
QUALITY FOR SCANNING

TL 200002

MEMORANDUM OF AGREEMENT

GRANTOR(S): City of Arlington
GRANTEE(S): Federal Aviation Administration
LEGAL (Abbrev.): Portion of SW 1/4 of SE 1/4 of Section 15, T. 31 N, Range 5 East, W.M.
Portion of NW 1/4 of NE 1/4 of Section 22, T. 31 N, Range 5 EWM
ASSESSOR'S TAX #: 153105-04-012-0009
REFERENCE #:

THIS CONTRACT is made and entered into this 28th day of December, 1999, by and between the Federal Aviation Administration (hereinafter "FAA") and the City of Arlington, Washington (hereinafter "Grantor")

WHEREAS, Grantor is the owner of certain property located within the City of Arlington, and

WHEREAS, the FAA and the City have reached agreement concerning release of the real property described on the attached Exhibit "A" on certain terms and conditions, and

WHEREAS, the parties desire to enter into a written agreement to memorialize their agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto, as follows

1. Description of Property

1.1 Owner's Property. Grantor is the owner of certain real property located within the City of Arlington, Washington, legally described on the attached Exhibit "A", attached hereto and incorporated herein by this reference

2. Grant of Restrictions by the City The City agrees that upon transfer of the property to any third party the following restrictions shall apply

The City of Arlington shall include, in any document conveying a real property or other interest to any third party concerning the above referenced land, the following deed of release restrictions:

a "That the City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Arlington Municipal Airport", and

b "That the Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height not to exceed FAR Part 77 surfaces", and

c "That the Grantee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Arlington Municipal Airport, or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. The City reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantee, in the event the aforesaid covenant is breached"

3. Modification No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties


200001060341

4 Severability Any determination by any court of competent jurisdiction that any provision of this Agreement is invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement and such other provisions shall remain in full force and effect


5. Successors in Interest This Agreement shall inure to and be for the benefit of and shall obligate all of the parties' respective successors in interest, heirs or assigns

DATED this 28th day of December, 1999

CITY OF ARLINGTON, WASHINGTON


Robert Kraski, Mayor

ATTEST


Kathy Peterson, City Clerk

FEDERAL AVIATION ADMINISTRATION
SEATTLE AIRPORTS DISTRICT OFFICE


J. Wade Bryant
Manager, Seattle ADO

STATE OF WASHINGTON)

)ss

COUNTY OF SNOHOMISH)

On this 23rd day of December, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Kraski and Kathy Peterson, to me known to be the Mayor and City Clerk of the City of Arlington, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written



Steven J. Peffle
NOTARY PUBLIC in and for the State of Washington, residing at Arcata
My commission expires 2/22/2001
Name Steven J. Peffle

STATE OF WASHINGTON)

)ss

COUNTY OF SNOHOMISH)

On this 28th day of December, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wade Bryant, to me known to be the Seattle ADO Manager that executed the foregoing instrument on behalf of the Federal Aviation Administration and acknowledged the said instrument to be the free and voluntary act of the Federal Aviation Administration, for the uses and purposes herein mentioned

Witness my hand and official seal hereto affixed the day and year first above written



Dwight S. Williams
NOTARY PUBLIC in and for the State of Washington, residing at Tacoma
My commission expires 2-25-03
Name Dwight S Williams

Legal Description of Area Conveyed to City of Arlington
Parcel No 1

That portion of the West half of the Northwest Quarter of the Northeast Quarter of Section 22, Township 31 North, Range 5 East W.M. described as follows

Commencing at the Northwest corner of said subdivision thence South $88^{\circ}07'42''$ East along the North line of said subdivision for a distance of 647.51 feet to the Northeast corner of said subdivision, thence South $0^{\circ}08'07''$ West along the East line of said subdivision for a distance of 20.01 feet to a point on the South line of the North 20.00 feet of said subdivision and the True Point of Beginning, thence continue South $0^{\circ}08'07''$ West along said East line for a distance of 1312.02 feet to the Southeast corner of said subdivision, thence North $88^{\circ}07'38''$ West along the South line of said subdivision for a distance of 638.95 feet to the Southwest corner of said subdivision, thence North $0^{\circ}13'57''$ West along the West line of said subdivision for a distance of 1234.48 feet, thence northeasterly along a curve to the right having a radius of 75.00 feet, through a central angle of $92^{\circ}06'14''$, for an arc length of 120.56 feet, to a point on the South line of the North 20.00 feet of said subdivision thence South $88^{\circ}07'42''$ East along said South line for a distance of 569.57 feet to the True Point of Beginning.

Containing approximately .933 acres

Legal Description of Area Conveyed to City of Arlington
Parcel No. 2

That portion of the Southwest Quarter of the Southeast Quarter of Section 15, Township 31 North Range 5 East W.M. described as follows

Commencing at the Southwest corner of said subdivision, thence South $88^{\circ}07'42''$ East along the South line of said subdivision for a distance of 538.71 feet thence North $8^{\circ}10'10''$ West for a distance of 20.31 feet to a point on the North line of the South 20.00 feet of said subdivision and the True Point of Beginning, thence continue North $8^{\circ}10'10''$ West for a distance of 335.92 feet, thence North $11^{\circ}06'51''$ West for a distance of 120.74 feet thence North $89^{\circ}43'30''$ West for a distance of 462.34 feet to the West line of said subdivision, thence South $0^{\circ}16'30''$ West along said West line for a distance of 362.78 feet, thence Southeasterly along a curve to the left having a radius of 75.00 feet, through a central angle of $88^{\circ}24'12''$ for an arc length of 115.72 feet to a point on the North line of the South 20.00 feet of said subdivision thence South $88^{\circ}07'42''$ East along said North line for a distance of 462.78 feet to the True Point of Beginning

Containing approximately 5.07 acres

Situate in the County of Snohomish State of Washington

Exhibit "A"

200001060341

20001060340

Return Address
 BAILEY, DUSKIN & PEIFFLE
 P.O. Box 188
 Arlington, WA 98223
 Our File No: 27-111B



200001060340 200001060340
 01/06/2000 12:23 PM Snohomish
 P.0004 RECORDED County

Please print or type information

Document Title(s) or transactions contained therein)	
1	Deed of Release
2	
3	
4	TWZ00002
Grantor(s) (Last name first, then first name and initials)	
1	Federal Aviation Administration
2	
3	
4	
<input type="checkbox"/> Additional names on page ____ of document	
Grantee(s) (Last name first, then first name and initials)	
1	City of Arlington
2	
3	
4	
<input type="checkbox"/> Additional names on page ____ of document	
Legal description (abbreviated i.e. lot, block, plat or section, township, range, qtr /qtr)	
<input type="checkbox"/> Additional legal is on page ____ of document	
Reference Number(s) of Documents assigned or released	
1356180	
<input type="checkbox"/> Additional numbers on page ____ of document	
Assessor's Property Tax Parcel/Account Number	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page ____ of document	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, acting by and through the Federal Aviation Administration (FAA), Northwest Mountain Region, Airports Division, Seattle Airports District Office, under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat 700), as amended, to the City of Arlington (hereinafter known as the City), Washington, a body politic under the laws of the State of Washington, Witnesseth

WHEREAS,

The United States of America, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed Reg 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat 765), as amended, and applicable rules, regulations and orders, did by Quitclaim Deed dated February 25, 1959, recorded in Volume 690, Pages 38 through 46, under Auditor's File No 1356180, Records of the County Auditor of Snohomish County, State of Washington, did remise, release and forever quitclaim to the Town of Arlington, Washington, its successors, and assigns, all right, title and interest of the United States in and to certain property then known as the Naval Auxiliary Air Station and now known as the Arlington Municipal Airport, subject to certain conditions, reservations, covenants and restrictions, and

WHEREAS, FAA Order 5190 2R, List of Public Airports Affected by Agreements with the Federal Government, indicates the National Emergency Use Provision as contained in the aforementioned Quitclaim Deed from the United States to the City has already been released, and

WHEREAS, the City has requested the Administrator of the Federal Aviation Administration to release the hereinafter described real property from all conditions, reservations, and restrictions contained in said Quitclaim Deed for the purpose of transferring said property from the airport to City jurisdiction, and

WHEREAS, the Administrator of the Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (61 Stat 700) is authorized to grant a release from any of the terms, conditions, reservations, covenants and restrictions contained in the quitclaim deed for the purpose of selling said property and pursuant to Section 13 of the Surplus Property Act of 1944, as amended, and

WHEREAS, the Administrator of the Federal Aviation Administration has determined that the release of such real property as is herein described, from all terms, conditions, reservations and restrictions as set forth in the above identified instruments is in the best interests of the United States and civil aviation, and that the release herein will not prevent accomplishment of the purpose for which the property was transferred and is necessary to protect or advance the interests of the United States in civil aviation

PROVIDED FURTHER, that the City include in the Memorandum of Agreement of the hereinafter described real property the following reservations and covenants

(1) That the City reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in

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the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Arlington Municipal Airport

(2) That the City expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height not to exceed FAR Part 77 surfaces

(3) That the City expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Arlington Municipal Airport, or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. The grantor reserves the right to enter upon the land released hereunder, and to remove the offending structure or object, and to cut the offending growth, all at the expense of the City, in the event the aforesaid covenant is breached

NOW, THEREFORE, for and in consideration of the benefits to accrue to the United States and to civil aviation, the UNITED STATES OF AMERICA, acting by and through the Administrator of the Federal Aviation Administration, hereby releases the following described property from all terms, conditions, reservations, and restrictions contained in the aforementioned quitclaim deed and grant agreements

Two parcels of land located within the County of Snohomish, State of Washington, to-wit

A parcel of land (Parcel 1) located in that portion of the West half of the Northwest Quarter of the Northeast Quarter of Section 22, Township 31 North, Range 5 East, W M , described as follows

Commencing at the Northwest corner of said subdivision, thence South 88°07'42" East along the North line of said subdivision for a distance of 647.51 feet to the Northeast corner of said subdivision, thence South 0°08'07" West along the East line of said subdivision for a distance of 20.01 feet to a point on the South line of the North 20.00 feet of said subdivision and the True Point of Beginning, thence continue South 0°08'07" West along said East line for a distance of 1312.02 feet to the Southeast corner of said subdivision, thence North 88°07'38" West along the South line of said subdivision for a distance of 638.95 feet to the Southwest corner of said subdivision, thence North 0°13'57" West along the West line of said subdivision for a distance of 1234.48 feet, thence northeasterly along a curve to the right having a radius of 75.00 feet, through a central angle of 92°06'14", for an arc length of 120.56 feet, to a point on the South line of the North 20.00 feet of said subdivision, thence South 88°07'42" East, along said South line for a distance of 569.57 feet to the True Point of Beginning

Said parcel (Parcel 1) contains approximately 19.33 acres

A parcel of land (Parcel 2) located in that portion of the Southwest Quarter of the Southeast Quarter of Section 15, Township 31 North, Range 5 East, W M , described as follows

Commencing at the Southwest corner of said subdivision, thence South 88°07'42" East along the South line of said subdivision for a distance of 538.71 feet, thence North 8°10'10" West for a distance of 20.31 feet to a point on the North line of the South 20.00 feet of said subdivision, and

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the True Point of Beginning, thence continue North 8°10'10" West for a distance of 335.92 feet, thence North 11°06'51" West for a distance of 120.74 feet, thence North 89°43'30" West for a distance of 462.34 feet to the West line of said subdivision, then South 0°16'30" West along said West line for a distance of 362.78 feet, thence Southeasterly along a curve to the left having a radius of 75.00 feet, through a central angle of 88°24'12", for an arc length of 115.72 feet to a point on the North line of the South 20.00 feet of said subdivision, thence South 88°07'42" East along said North line for a distance of 462.78 feet to the True Point of Beginning

Said parcel (Parcel 2) contains approximately 5.07 acres

By its acceptance of the Deed of Release, the City of Arlington, Washington, covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above-described real property

IN WITNESS WHEREOF the United States of America has caused this Deed of Release to be executed as of the 23rd day of December, 1999

UNITED STATES OF AMERICA
ADMINISTRATOR, FEDERAL AVIATION
ADMINISTRATION

By J. Wade Bryant
Manager, Seattle Airports District Office
Northwest Mountain Region
Federal Aviation Administration

ACCEPTED

CITY OF ARLINGTON, WASHINGTON

By [Signature]
Title [Signature]
Date 12/27/99

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ATTACHMENT F

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

City of Arlington, Evans Park

Planning and design: Planning and design for the replacement of the backstop fencing is being done in house. City will be contracting with a construction company to install the fencing. The city will remove fencing in house.

Maintenance and operation: The City of Arlington has and will maintain and operate this facility.

ATTACHMENT G

Proof of Insurance



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

www.wciapool.org

1/21/2021

Ref#: 13134

Snohomish County
Attn: Debbie Donk
7605 Puget Park drive
Snohomish, WA 98296

Re: City of Arlington
Evens Park Restoration Project

Evidence of Coverage

The City of Arlington 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 Arlington. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Arlington 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: Paul Ellis
Sarah Lopez

ATTACHMENT H

City of Arlington

2016 Parks and Recreation Capital Improvement Plan

(from Parks and Recreation Master Plan 2016-2023)

The Capital Improvement Program (CIP) lists the project forecast by year for the next five years. The CIP is updated annually, and will be inserted into the park comp plan as it is adopted.

The capital improvements planned for the next five-six years include:

- Haller Park Improvements
- Quake Park Improvements

2018 Update

- Terrace Park amphitheater improvements and fencing
- Evans Park building and amenity improvements
- Innovation Center pocket park construction
- Community Garden relocation
- Haller Park parking lot paving
- Stormwater Wetland Park building improvements