

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR PARK PROJECT FUNDING (this "Agreement"), is made and entered into this 22nd day of September, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF EVERETT, 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 Everett for design and construction of a hard-surface multi-use trail at Thornton A. Sullivan Park at Silver Lake, in an amount up to Eighty Thousand and no/100 Dollars (\$80,000) in County REET 2 funds (the "Funds"). The Funds will be directed for the purpose of funding for design and construction of a multi-use trail at Thornton A. Sullivan Park at Silver Lake. Snohomish County Parks and Recreation Fund 309–Community Parks is included as Attachment B, incorporated herein by this reference; and

**E.** The City of Everett 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 (City Comprehensive Plan – *Chapter 6, Capital Facilities and Utilities Element*, "CIP Project: Parks"; City Comprehensive Plan – *Chapter 9, Parks and Recreation*, Section D "Trail Development"; Shoreline Master

Program – Section 5.13; Public Access Plan 2019 Update – “*Plan Section 10*”, 2016 Parks, Recreation and Open Space (PROS) Plan – *Chapter 2, Goal 6* – “Trail Systems”, *Chapter 4, Plan Elements* – 4.3.3 “Multi-Purpose Trails” 15 “Silver Lake Trial Loop”), 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 for the City’s Thomas A. Thornton Park at Silver Lake (the “Project”) located at 11405 West Lowell Road, Everett, WA 98208 (the “Property”).  
Silver Lake

### **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:

Bob Leonard, Director  
City of Everett Parks and Facilities  
802 E. Mukilteo Blvd  
Everett, WA 98203  
(425) 257-8335 phone  
BLeonard@everettwa.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, 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 Eighty Thousand and no/100 Dollars (\$80,000.00).

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  
Name: Dave Somers  
Title: Executive

Digitally signed by Lacey Harper  
Date: 2021.09.22 11:54:04 -07'00'

**CITY:**

City of Everett, a Washington municipal  
corporation

By [Signature]  
Name: Cassie Franklin  
Title: Mayor

**COUNCIL USE ONLY**

Approved 9/22/2021  
ECA# 2021-0683  
MOT/ORD Motion 21-312

**Attest/Authenticate**

By [Signature]  
Name: Sharon Fuller  
Title: City Clerk

**Approved as to Form:**

Approved by email 4/19/21  
Deputy Prosecuting Attorney

**Approved as to Form:**

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

#### H. Procedural requirements.

1. The proposal is a Type 3 legislative action under SCC 30.73.010.

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

44 Approved as to form only:

45   
46 \_\_\_\_\_  
47 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/102<sup>ND</sup> 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 76<sup>th</sup> 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 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 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 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	
<u>Other</u>	<u>Object</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
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:**

<b>Revenues Summary</b>	
FUND 309	\$750,000
<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

**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>
<u>FUND309</u>	<u>SUB TOTAL - PRIORITY PACKAGE REVENUES:</u>	<u>\$750,000</u>
	<u>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</u>	<u>\$750,000</u>

**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
<b>GRAND TOTAL - CIP EXPENDITURES:</b>		<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**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
<b>GRAND TOTAL - CIP REVENUES:</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**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:**

<b>Expenditures Package Summary</b>		<b>Revenues Summary</b>	
FUND 191	\$750,000	FUND 191	\$750,000
<b>TOTAL - EXPENDITURES</b>	<b>\$750,000</b>	<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

**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
	<b>FUND 191      SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>

**NEW Revenue:**

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<u>191 001 1st Qtr % REET</u> <u>648 Sb 4972 Capital Impr</u> <u>990 SB 4872 - REET 1</u>	\$25,000
191.3167000800	Fund Balance	\$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
	<b>FUND 191      SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>





ATTACHMENT – C: WRITTEN REQUEST FOR FUNDING FROM CITY TO COUNTY

March 22, 2021

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

Re: Funding Request for Silver Lake Trail

Dear Mr. Teigen:

Everett Parks and Facilities is respectfully requesting funding in the amount of \$80,000 to use for completion of a hard-surface multi-use trail around Silver Lake.

The City of Everett and South County residents have long wanted a hard-surface multi-use trail around the perimeter of Silver Lake as indicated in planning documents dating back to the early 90's. This project will provide recreational opportunities for the residents of the City and South County.

It is anticipated that this funding will fully cover the costs to provide one of the new hard-surface ADA compliant trail segments through TA Sullivan Park.

Thank you for your continued support of Everett's Parks and Facilities projects.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bob Leonard'.

Bob Leonard  
Director  
Everett Parks and Facilities

**Parks and Facilities**

802 E Mukilteo Blvd  
Everett, WA 98203

425.257.8300

[recreation@everettwa.gov](mailto:recreation@everettwa.gov)  
[everettwa.gov](http://everettwa.gov)

## DESCRIPTION

Silver Lake (a 20-acre freshwater lake), is in the quickly growing South East quadrant of Everett and includes one district park (T.A Sullivan) and two neighborhood parks (Hauge Homestead and Green Lantern). A preliminary master plan for TA Sullivan Park was developed in 2001 identifying trails and paths through the park. The "Silver Lake Trail Plan" was prepared in 2008 to establish a continuous hard-surfaced trail around the perimeter of Silver Lake. Walking/biking surfaces are presently installed around 75% of Silver Lake.

The primary outdoor opportunity of this project is to provide hiking and biking trails that can loop around Silver Lake and connect to 112th street bicycle lanes and interurban trail approximately two blocks to the west on 112th St. SW. Also, in the vicinity is a regional transportation hub where one can park their bike and use mass transit to get to other Seattle-area destinations. The objective of this project is to develop the trail section specifically through TA Sullivan Park. This involves installation of a multi-use hard-surface trail from Silver Lake Drive, across TA Sullivan Park, to 112th Street SE. Construction of this trail section will complete the missing link, and provide approximately a 2 mile continuous trail around the perimeter of Silver Lake connecting to Everett's bike/trail system, including the "Inter-urban trail" that connects Everett to Seattle and communities in between.

## DEEDS

- SILVER LAKE PARK
- EXCALIBUR

ATTACHMENT E

SILVER LAKE PARK

192805-4-023

Given under my hand and official seal the day and year in this certificate first above written.

(Thomas W. Cobb)  
(Notary Seal)  
(Com. Expires)  
(Aug. 11, 1922)

Thomas W Cobb  
Notary Public in and for the State  
of Washington, Residing at Everett

Filed for record at request of Grantee on Apr. 3, 1922 at 11:10 A.M.

County Auditor. By *J. D. Quinn* Deputy Recorder

296639  
The Thomas Wilson Land Company  
to  
City of Everett

WARRANTY DEED

The Grantor, The Thomas Wilson Land Company, a corporation, of the State of Washington, for and in consideration of the sum of Fifteen Thousand (\$15,000.00) Dollars, gold coin of the United States to it in hand paid, conveys and warrants unto the City of Everett, a municipal corporation of the State of Washington, the following described real estate, situate in the county of Snohomish and State of Washington:

"Lot five (5) of Section nineteen (19), Township twenty-eight (28) north, range 5 East W.M. less two acres thereof heretofore sold and now occupied by the Pacific Northwest Traction Company, the remainder containing approximately 33.81 acres, excepting therefrom, however, the following described tract of land, to-wit:

A triangular shaped tract of land in the northwest corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  otherwise known as Lot 5, in Section 19, Township 28 North, Range 5 E.W.M. more particularly described as follows:

All portions of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 19, which lies north and west of a line drawn from a point on its north line 400 feet east from the northwest corner to a point on the west line 400 feet south of its northwest corner, containing 1.9 acres more or less.

Also all shore lands in front of, adjacent to and abutting upon the following described uplands; in front of lot 5, Sec. 19, Twp. 28 N Range 5 E.W.M. with a frontage of 12.19 lineal chains more or less. The same being the shore lands in front of said Government Lot 5 described in that certain deed, dated June 24, 1913, recorded in Volume 152 of Deeds, Page 101, records of Snohomish County, Washington."

Dated this 20th day of March, 1922.

(The Thomas Wilson Land Company)  
(Corporate Seal Washington)

THE THOMAS WILSON LAND COMPANY

By A. W. Thomson President

Tracy H. Duncan Secretary

State of Ohio } ss. (\$15.00 Revenue Stamps cancelled)  
County of Cuyahoga }

On this 20th day of March, 1922, before me personally appeared A W Thomson and Tracy H. Duncan, to me known to be the President and Secretary respectively of the Thomas Wilson Land Company, the Corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(Notarial Seal)  
(Cuyahoga County, Ohio)

Rose I. Anderson  
Notary Public in and for  
Cuyahoga County, Ohio

O. K. R. J. Faussett City Atty.

Filed for record at request of W. H. L. Ford on Apr. 8, 1922 at 11:15 A.M.

County Auditor By *J. D. Quinn* Deputy Recorder

296661  
Elizabeth Hunnaker  
to  
Henry Keener

WARRANTY DEED

The Grantor, Elizabeth Hunnaker, a widow, at all times since December 27, 1920, of Bellingham, Washington for and in consideration of One and no/100 Dollars lawful money of the United States, in hand paid, conveys and warrants to the Grantee, Henry Keener the following described real estate situated in Snohomish County, State of Washington, to-wit:



Given under my hand and official seal the day and year first above written.

(Benj. W. Sherwood)  
(N. P. Seal  
(Com. Expires  
(Feb. 18, 1923.)

Benj. W. Sherwood  
Notary Public in and for the State of  
Washington, residing at Everett.

Filed for record at request of Mary E Hallock on JUN 15 1920 at 3:25 P.M.

By

County Auditor.

*J. J. Farnham*

Deputy Recorder

271890

Thomas Wilson Land Company, Corporation  
to  
EVERETT

REAL ESTATE CONTRACT.

It is hereby mutually agreed by and between the Thomas Wilson Land Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Washington, party of the first part, and Everett, a municipal corporation, party of the second part, that the said first party will sell to the said second party or its assigns and the said second party or its assigns will purchase from the said first party, its successors or assigns, the following described lands situated in Snohomish County, Washington, to-wit:

"Lot Five (5) of Section Nineteen (19) Township 28 N.R. 5 E.W.M. less two acres thereof heretofore sold and now occupied by the Pacific North-west Traction Company, the remainder containing approximately 33.61 acres, excepting therefrom however, the following described tract of land, to-wit:

"A triangular shaped tract of land in the northwest corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  otherwise known as Lot 5, of Section 19, Township 28 north, range 5 E.W.M., more particularly described as follows: all portions of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 19, which lies north and west of a line drawn from a point on its north line 400 feet east from the northwest corner to a point on the west line 400 feet south of its northwest corner, containing 1.9 acres more or less." upon the following terms and conditions, to-wit:

1. The purchase price of said land is \$15,000.00. of which the sum of \$3,000.00 has this day been paid, the receipt whereof is hereby acknowledged, and the further sum of \$12,000.00 to be paid in four annual payments of \$3,000.00 each, bearing interest at the rate of six per cent (6%) per annum on all deferred payments. It is herein provided and made a part of this agreement that the whole sum or any portion may be paid on or before maturity.

2. That upon payment of the full purchase price to the first party, the said first party will convey to said second party by good and sufficient warranty deed, together with abstract of title showing title in fee simple in the first party.

Time is the essence of this contract, and in case of the failure of the said purchaser to make any payment punctually and at the time specified or to perform any of the agreements on the part of the purchaser to be performed, then the seller shall have the right to declare this agreement null and void.

In Witness Whereof, the said parties have caused this agreement to be executed in duplicate on this 8 day of June, A.D. 1920.

Thomas Wilson Land Company,  
a corporation,

By A. D. Lucas  
Its Atty. in Fact.

Attest:  
A. D. Lucas  
Its Atty. in Fact.

EVERETT, a municipal corporation.

By W. H. Clay  
Mayor.

Attest: Louis Leah  
City Clerk.

(The City of Everett)  
(Corporate Seal  
(State of Washington)

State of Washington,  
County of Snohomish, ss.

This is To Certify that before me, the undersigned Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared A.D. Lucas, as Attorney in fact for the Thomas Wilson Land Company, a corporation, and to me known to be the person who executed the foregoing instrument and acknowledged to me that he was authorized to do so and executed said instrument as the free, voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and seal the day and year first above written.

(R. J. Faussett )  
(N. P. Seal )  
(Com. Expires )  
(Aug. 23, 1922 )

R J Faussett  
Notary Public, in and for the State  
of Washington, residing at Everett.

Filed for record at request of R. J. Faussett on JUN 15 1920 at 3:36 P.M.

By

County Auditor

Deputy Recorder

271894

Mrs. Rachael Arnold et vir  
to  
A. C. Edwards et al

WARRANTY DEED.

The Grantors, Rachael Arnold and Dave Arnold, her husband, of Snohomish County, Washington, for and in consideration of other considerations and ten Dollars lawful money of the United States, in hand paid, Convey and Warrant to A. C. Edwards and D. Carl Pearson Grantees, the following described real estate, to-wit:

The southwest quarter of the southwest quarter of section thirty three, in township twenty eight north of range five east of the Willamette Meridian. Subject to mortgage thereagainst in favor of the Holland-Washington Mortgage Company for thirty seven hundred dollars and interest thereon, and subject to taxes thereagainst, which grantee assumes and is to pay as a further consideration for this conveyance, situated in the County of Snohomish, State of Washington.

Dated this 14th day of June 1920.

Mrs. Rachael Arnold  
Dave Arnold

State of Washington,  
County of Snohomish, ss.

( \$ 5.00 Revenue Stamps Cancelled.)

I, the undersigned, a notary public, in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this 14th day of June 1920, personally appeared before me Rachael Arnold and Dave Arnold, her husband, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of June 1920

(Geo. W. Leuttit )  
(N. P. Seal )  
(Com. Expires )  
(April 9, 1922 )

Geo W Leuttit  
Notary Public, in and for the State of  
Washington, residing at Everett, Washington.

Filed for record at request of D Carl Pearson on JUN 15 1920 at 4:40 P.M.

By

County Auditor

Deputy Recorder



ATTACHMENT E - EXCALIBUR

Return Address:

CITY OF EVERETT  
3200 CEDAR STREET  
EVERETT, WA 98201

ATTN: REAL PROPERTY MANAGER



199912300025

12/30/1999 09:36 AM Snohomish  
P.0005 RECORDED County

PORTIONS OF THIS  
DOCUMENT ARE POOR  
QUALITY FOR SCANNING

199912300025

<b>DOCUMENT TITLE(S)</b> (for transactions contained therein)	
1	STATUTORY WARRANTY DEED
2	
3	
4	
<b>Reference Number(s)</b> of Documents assigned or released: (on page _ of document(s))	
<b>Grantor(s)</b>	
1	EXCALIBUR, L L C
2	
3	
4	
<b>Additional Names</b> on page _ of document	
<b>Grantee(s)</b>	
1	CITY OF EVERETT
2	
3	
4	
<b>Additional Names</b> on page _ of document	
<b>Legal Description</b> (abbreviated i.e. lot, block, plat or section, township, range)	
PTN OF THE NW1/4 OF NE1/4, 30-28-5	
<b>Additional legal</b> is on page TWO of document	
<b>Assessor's Property Tax Parcel/Account Number</b>	
302805-1-002-0003 / 302805-1-008-0007 / 302805-1-036-0003 / 302805-1-038-0001	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

102765-2  
RECORDED BY  
**EVERETT**  
TITLE COMPANY, INC.

Unofficial Document

11212

2.00

AFTER RECORDING MAIL TO  
CITY OF EVERETT  
3200 CEDAR STREET  
EVERETT, WA 98201  
ATTN REAL PROPERTY MANAGER

No. 417652 12/30/1999 9:23 AM  
Thank you for your payment.  
SHELLEY

Filed for Record at Request of  
Evergreen Title Company, Inc  
Escrow Number 994945LP

**Statutory Warranty Deed**

Grantor(s) EXCALIBUR, L L C  
Grantee(s) CITY OF EVERETT  
Abbreviated Legal: PTN OF THE ~~NW 1/4~~ NW 1/4 OF NE 1/4, 30-28-5  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s) 302805-1-002-0003/302805-1-008-0007/302805-1-036-0003  
302805-1-038-0001

THE GRANTOR EXCALIBUR, L L C, A WASHINGTON LIMITED LIABILITY COMPANY  
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION  
in hand paid, conveys and warrants to CITY OF EVERETT, A MUNICIPAL CORPORATION OF THE  
STATE OF WASHINGTON  
the following described real estate, situated in the County of Snohomish, State of Washington  
TO THE SAME EXTENT AND PURPOSE AS IF THE RIGHTS HEREIN GRANTED HAD  
BEEN ACQUIRED UNDER THE EMINENT DOMAIN STATUTE OF THE STATE OF  
WASHINGTON,  
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

Dated this 27 day of Dec 1999

By EXCALIBUR, L.L.C.

By

By Michael R Mastro

By

STATE OF WASHINGTON  
County of KING

SS:

I certify that I know or have satisfactory evidence that

MICHAEL R MASTRO signed this instrument, on oath stated that He is authorized to

execute the instrument and acknowledged it as the

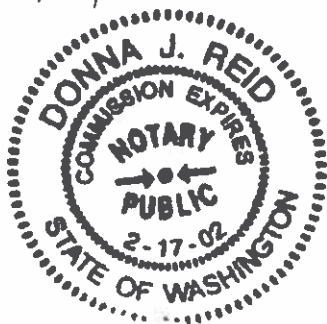
MANAGER

of EXCALIBUR L.L.C.

to be the free and voluntary act of such

party for the uses and purposes mentioned in this instrument

Dated. 12/27/99



Notary Public in and for the State of WASHINGTON  
Residing at Abilene Washington  
My appointment expires 2-17-02

Donna J. Reid

199912300025

PARCEL A.

That portion of Government Lot 5, Section 30, Township 28 North, Range 5 East, W M, lying Easterly of the Easterly right-of-way line of County Road Survey Number 1210, said road being conveyed to Snohomish County, Washington, by Quit Claim Deeds recorded July 15, 1932, under Auditor's File Numbers 519130 and 519135, Northerly of the Plats of SILVER LAKE DRIVE, according to the Plat thereof recorded in Volume 11 of Plats, page 90, records of Snohomish County, Washington, and FIRST ADDITION TO SILVER LAKE DRIVE, according to the plat thereof recorded in Volume 16 of Plats, page 66, records of Snohomish County, Washington, and Southerly of tract conveyed to Northwest District Council of the Assemblies of God by Warranty Deed recorded June 24, 1954, under Auditor's File Number 1102520,

TOGETHER WITH second class shore lands, as conveyed by the State of Washington, situate in front of, adjacent to, or abutting thereon

PARCEL B

The North 610 feet, more or less, of Government Lot 5, as measured along the Westerly margin of Section 30, Township 28 North, Range 5 East, W M, lying East of Silver Lake Road No. 1210.

TOGETHER WITH second class shorelands adjacent and abutting thereto  
Situate in the County of Snohomish, State of Washington

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

Grantee:	City of Everett, a municipal corporation
Purpose:	Sewer purposes and related rights as in said document
Affects	10 foot wide strip of land along centerline as described
Recorded	December 16, 1969
Recording No.	2125848

MATTERS SET FORTH BY SURVEY

Recorded.	July 26, 1988
Recording No.	8807265001
Discloses	Possible discrepancy between fence line and boundary line along North side of subject property, as South boundary of the North 11.0 acres cannot be precisely defined due to the ambiguity of shoreline

WAIVER AND RELINQUISHMENT OF ALL CLAIMS OF DAMAGE CAUSED OR ARISING BY REASON OF THE LAYING OUT AND ESTABLISHING OF A PUBLIC ROAD, AS PROVIDED BY INSTRUMENT.

Recording No. 519130

WAIVER AND RELINQUISHMENT OF ALL CLAIMS OF DAMAGE CAUSED OR ARISING BY REASON OF THE LAYING OUT AND ESTABLISHING OF A PUBLIC ROAD, AS PROVIDED BY INSTRUMENT

Recording No 519135

199912300025

RESERVATIONS CONTAINED IN DEED, whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor State of Washington  
Recording No 198531

Any question that might arise as to precise location of North boundary line of subject property, due to the nature of the wording of legal description on Northerly adjoiner as a portion of "the North 11 acres of Government Lot 5" and the ambiguity of the Silver Lake shoreline Said line was established by deed executed by Pauline Bothne in favor of Northwest District Council of the Assemblies of God, recorded under Auditor's File No 1102520

NOTE THE EXCEPTIONS LISTED ABOVE AS PARAGRAPHS 1 THROUGH 6 AFFECT PARCEL A

ENCROACHMENTS as disclosed by a record of survey

Recorded July 26, 1988  
Book 27  
Page 90  
Recording No 8807265001  
As follows 6 foot chain link fences along Northerly and Southerly boundaries

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

Grantee Northwest District Council of Assemblies of God, Inc.

Purpose. Constructing and maintaining a sewer line and appurtenances under and across the above described property, Together with the right to occupy necessary additional area abutting the easement for piling dirt from the trench during construction only. Together with the right of abutting property owners to connect to the sewer across the easement

Affects Portion of herein described property  
Recorded December 16, 1969  
Recording No 2125846

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

Grantee Public Utility District No 1, of Snohomish County

Purpose Electric distribution line consisting of a single line of poles

Affects. A strip of land 10 feet in width situated with the North 45 feet of the West 314 feet

Recorded July 8, 1980  
Recording No 8007080135

Any question as to the affect of the easement and Right of Entry Agreement and Bulk Service Agreement recorded March 23, 1988 under Auditor's File No 8803230423, executed by Don Strathy and Viscom Cablevision

RIGHTS OF THE STATE OF WASHINGTON to that portion of the premises, if any, lying in the bed of Silver Lake, if that waterway is navigable.

BOUNDARY ISSUES arising from past or future shifts or changes in the course of Silver Lake.

199912300025

RESERVATIONS CONTAINED IN DEED, whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor	State of Washington
Recording No	197654
Affects	Shorelands

RESERVATIONS CONTAINED IN DEED, whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor	State of Washington
Recording No	215654
Affects	Shorelands

WAIVER AND RELINQUISHMENT OF ALL CLAIMS OF DAMAGE CAUSED OR ARISING BY REASON OF THE LAYING OUT AND ESTABLISHING OF A PUBLIC ROAD, AS PROVIDED BY INSTRUMENT

Recorded	July 15, 1932
Recording No	519128

WAIVER AND RELINQUISHMENT OF ALL CLAIMS OF DAMAGE CAUSED OR ARISING BY REASON OF THE LAYING OUT AND ESTABLISHING OF A PUBLIC ROAD, AS PROVIDED BY INSTRUMENT

Recorded	July 15, 1932
Recording No	519131

NOTE. THE EXCEPTIONS LISTED ABOVE AS PARAGRAPHS 7 THROUGH 15 AFFECT PARCEL B

Right of the State of Washington or its successors, subject to payment of compensation therefor, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving lumber, stone, minerals and other products from this and other land, as reserved in deed referred to above

RIGHTS OF THE GENERAL PUBLIC to the unrestricted use of navigable waterways and the portion of the premises subject to submergence by the waterways for navigational and recreational purposes.

ANY RESTRICTIONS ON THE USE of any portion of the premises subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion

ANY RESTRICTIONS OF THE USE of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land

RIGHTS OF THE UNITED STATES AND THE STATE OF WASHINGTON to regulate the use or occupancy of that portion of the premises lying below the line of the mean high tide

LATERAL BOUNDARY ISSUES regarding second class tidelands and shorelands

199912300025

## ATTACHMENT F

### CITY OF EVERETT PARKS AND FACILITIES ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE PROJECT



#### **PARKS & FACILITIES DEPARTMENT**

#### **Project Summary**

**Project Name: Silver Lake Trail**

#### **Introduction**

Citizens have long wanted a hard-surfaced trail around the perimeter of Silver Lake. City of Everett Planning Documents (*Comprehensive Plan, Shoreline Master Program, Public Access Plan, Parks and Recreation Open Space Plan*), specifically mention development of this trail.

Silver Lake Neighborhood meetings were held in 2006 & 2007 during development of a *Silver Lake Trail Plan*. Unfortunately, the large price tag for the preferred trail project, which consisted of many boardwalks within the lake, continued to be cost prohibited. This past year staff renewed discussions with the Silver Lake community to construct a trail landward of the water's edge.

Project design, construction documents, and construction management will be completed by a team of City staff comprised of planners, engineers, landscape architects, etc. from numerous city departments.

#### **Planning, Design, Construction, and Maintenance**

- 1) **Permitting** - The project team has initiated scoping discussions and permit requirement with the City of Everett's Planning Department. We anticipate the Shoreline Substantial Development Application and JARPA to be submitted to the Everett Planning Department in June 2021.
- 2) **Design** - This project will consist of an 8' wide pervious asphalt surfacing through TA Sullivan Park that meets ADA standards, allowing users with disabilities a similar experience as that available to ambulatory users. Drainage will be designed to address erosion issues within the park. Gates, pavement markings, and signage will be utilized at appropriate locations throughout the project.
- 3) **Construction** drawings, specifications and bid documents will be developed in-house during the Winter – Spring 2021. Bid documents are planned to be advertised during the Fall of 2021.
- 4) **Project construction** is anticipated for the Spring of 2022. Construction management will be done by Parks in-house Capital Projects Coordinators who will also ensure that funding sources, inter-local agreements, code compliance and other processes are followed.
- 5) **Maintenance and operations** for the proposed site will be done using in-house maintenance staff. Maintenance for this site will consist of regular site-wide inspections, trash collection, and vegetation management.





LETTER OF SELF-INSURANCE

For Period: 12/31/2020 – 12/31/2021

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.

  
Christine Muth-Schulz  
Risk Manager

**Risk Management**



2930 Wetmore Ave., Ste. 10-C  
Everett, WA 98201



425.257.7000  
425.257.8693 fax



CityAttorney@everettwa.gov  
everettwa.gov/legal

## PLANNING DOCUMENTS

- EVERETT COMPREHENSIVE PLAN
  - CHAPTER 6 – CAPITAL FACILITIES AND UTILITIES ELEMENT
  - CHAPTER 9 – PARKS AND RECREATION
- EVERETT SHORELINE MASTER PROGRAM – SECTION 5.13
- EVERETT PUBLIC ACCESS PLAN 2019 UPDATE – PLAN SECTION 10
- EVERETT 2016 PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN
  - CHAPTER 2, GOAL 6 – TRAIL SYSTEMS
  - CHAPTER 4, PLAN ELEMENTS – 4.3.3 MULTIPURPOSE TRAILS

Table 2: Everett Parks and Recreation Capital Facilities Plan

## CIP 3 PROJECTS: PARKS

Approved by Council		CIP3 Total	2013	2014	2015	2016	2017	2018	2019
Included in <b>GREENLINE</b> Cashflow									
DA SMR	Downtown Area Sustainable Maint Renov	153,000	-	-	3,000	-	-	-	-
GATE SMR	Gateways Sustainable Maint Renov	150,000	-	-	42,000	-	-	-	-
JackMP	Jackson Park New MP Improvements	400,000	-	200,000	200,000	-	-	-	-
		-	-	-	-	-	-	-	-
		703,000	-	200,000	245,000	-	-	-	-
TOTAL									
Department Requests									
Included in <b>REDLINE</b> Cashflow									
Bruskud	Bruskud Road Conversion Develop	200,000	-	-	-	200,000	-	-	-
Maint Yd	Maintenance Yard	100,000	-	-	-	-	100,000	-	-
KaschPk-Add	Kasch Park Renovation - Add'l	2,450,000	-	-	-	2,450,000	-	-	-
Howarth	Howarth Park Pedestrian Bridge	1,600,000	-	-	200,000	200,000	1,200,000	-	-
Mad/Morg	Madison/Morgan Develop Prjg	350,000	-	-	-	-	-	75,000	275,000
Edge	Edge Water Park Renovation	800,000	-	-	-	-	100,000	250,000	250,000
JackMPAdd	Jackson Park New MP Improvements	600,000	-	-	600,000	-	-	-	-
PJFields	Phil Johnson Ballfields	2,600,000	-	-	-	-	-	1,300,000	1,300,000
SwimCtr	Swim Center Renovation	200,000	-	-	-	200,000	-	-	-
Sievers	Sievers-Deucy Park	-	-	-	-	-	-	-	-
RiverfrontPk	Riverfront 3-acre Park	-	-	-	-	-	-	-	-
CBD	Central Business District Downtown Park	-	-	-	-	-	-	-	-
Kasch-Pk II	Kasch Pk Baseball/Softball Fields 1 - 6	-	-	-	-	-	-	-	-
SilverTrail	Silver Lake Trail	-	-	-	-	-	-	-	-
Hanna Add'l	Hannabrook Park Improvements	-	-	-	-	-	-	-	-
PLTD	Public Land Trail Development	-	-	-	-	-	-	-	-
Interb Trail	Interurban Trail Signage/Pavement	-	-	-	-	-	-	-	-
Forest	20 yr Forest Restoration Prjg	-	-	-	-	-	-	-	-
GreenL	Green Lantern Development	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		8,700,000	-	-	800,000	3,050,000	1,400,000	1,625,000	1,825,000
TOTAL									

ATTACHMENT - H

<b>CHAPTER 9</b>	<b>PARKS AND RECREATION .....</b>	<b>1</b>
<b>I.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
A.	PURPOSE.....	1
B.	QUALITY OF LIFE.....	1
<b>II.</b>	<b>DEMAND FOR PARKS AND RECREATION .....</b>	<b>1</b>
A.	LEVEL OF SERVICE (LOS) .....	2
B.	RECREATION NEEDS STUDY (DEMAND ANALYSIS) .....	2
<b>III.</b>	<b>PARKS AND RECREATION ELEMENT – POLICIES, GOALS AND STRATEGIES .....</b>	<b>2</b>
<b>IV.</b>	<b>ACTION PLAN FOR THE PARKS AND RECREATION DEPARTMENT .....</b>	<b>6</b>
A.	REAL PROPERTY ACQUISITION .....	6
B.	PARK ADMINISTRATION .....	6
C.	PARK PLANNING .....	7
D.	TRAIL DEVELOPMENT .....	7
E.	PUBLIC ACCESS .....	7
F.	RECREATION DEVELOPMENT .....	1

## CHAPTER 9

## PARKS AND RECREATION

## I. Introduction

## A. PURPOSE

The purpose of the Parks and Recreation planning element is to provide a balanced and creative set of policies, goals, and strategies based on assessed needs of the community. This element will direct city decision makers and staff regarding acquisition, development and management of park lands, the provision of recreational services, and coordination of community services (such as cultural arts, senior services, and neighborhood outreach) during the next twenty years.

## B. QUALITY OF LIFE

The quality of Parks and Recreation facilities and services directly affects how satisfied Everett residents are with community life. Surveys (Strategic Plan Household Survey 2006, Strategic Plan Community and Stakeholder Survey 2006, Community Survey 2004, Everett 2000, Hebert and Youth Surveys) have repeatedly shown that Everett residents enjoy existing park and recreation amenities and would like more. The provision of adequate facilities and services during the next twenty years is considered integral to maintaining and enhancing the quality of life in Everett for its residents, businesses, and visitors.

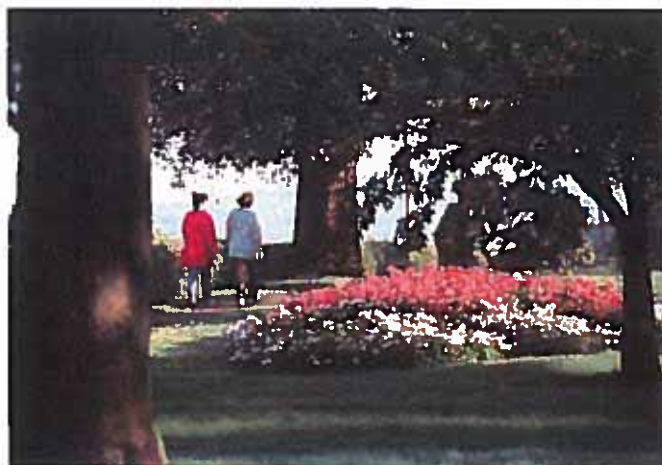
## II. Demand for Parks and Recreation

The Growth Management Act requires that the City of Everett complete a comprehensive plan. Parks and Recreation is viewed as an optional element of the plan based on the Act's requirements. Parks and recreation is, however, a critical issue regarding quality of life in Everett and an essential part of the City's comprehensive plan.

The Parks and Recreation Department is dedicated to managing and enhancing existing programs, facilities and services and pursuing long-term goals through the acquisition and development of new park land, programs, facilities, and services based on recommended standards, assessed needs, and resource availability.

It is the vision of the Parks and Recreation Department to be viewed as a best-in-class Parks and Recreation provider that is centered on meeting the community values that support Everett citizens' and visitors' needs and desires for cost effective and accessible parks, recreation facilities, and programs for people of all ages. The mission of the Parks and Recreation Department is to bring all Everett citizens and visitors together on the City's common grounds and facilities. This is done through a wide variety of quality recreational and park experiences that welcome everyone. Success is measured by customer satisfaction, efficiency, and community development of public spaces and recreation services that meet the values and needs of Everett's citizens and visitors. The Parks and Recreation Department provides parks, play fields, recreation amenities, trails, and pools that are attractive, clean, safe, and accessible.

The development of parks and recreational facilities in the Everett area is guided by the City of Everett's Parks and Recreation Comprehensive Plan (2010-2015), the City of Everett's Parks and Recreation Strategic Master Plan 2007 (which includes open space and facility standards based on National Recreation and Parks Association standards, recreation activity participation rates reported by American Sports Data as it applies to activities that occur in the United States and the Everett areas, and the 2008 Washington State Comprehensive Outdoor Recreation Plan).



**A. LEVEL OF SERVICE (LOS)**

One aspect of fulfilling the community's recreational needs is providing enough facilities and services to adequately support the population. This ratio of unit per population is expressed as level of service (LOS). Levels of service are established through the analysis of the following:

1. Inventory of existing park facilities and recreation services;
2. Community surveys and analysis, and
3. Professional guidelines identified within the Washington State Comprehensive Outdoor Recreation Plan (SCORP), and by the Recreation and Conservation Office (RCO), and National Recreation and Parks Association (NRPA).

LOS, along with research, analysis and evaluation, forms the foundation for determining policy and implementing measures such as development regulations, capital improvement plans, impact fee assessments, and other applicable public programs.

**B. RECREATION NEEDS STUDY (DEMAND ANALYSIS)**

The community's recreational needs or demand analysis is based on information derived from and analysis of the following sources of information:

- Strategic Plan Household Survey 2006
- Strategic Plan Community and Stakeholder Interviews 2006
- Strategic Plan Benchmark Analysis Findings Report 2006
- Parks and Recreation Department Facility Assessment Analysis 2006
- Trends Analysis
- Community Survey 2004
- Parks and Recreation Historical Demand
- Snohomish County Needs Assessment
- Snohomish County Comprehensive Parks and Recreation Plan 2007
- Everett 2000
- Hebert Survey (Everett community-wide recreation survey conducted by the Parks and Recreation Department)
- User Groups and recreation participant surveys

- Other City Department Policies and Procedures
- Regulatory and Public Law Requirements
- Washington State Comprehensive Outdoor Recreation Plan

This analytical work is used to determine what programs, services, and facilities are most needed and desired by city residents and to establish policies, goals, and strategies for the Everett Parks and Recreation Department for the near term. The Parks and Recreation Department proactively updates its decision data to identify changing recreational needs of the community.



**III. Parks and Recreation Element – Policies, Goals, and Strategies**

The following section contains the policies, goals, and strategies for the Parks and Recreation Element of the Everett Growth Management Comprehensive Plan. The statements of "policies, goals, and strategies" are intended to guide the public and those who make decisions about our future.

Policies are plans or courses of actions designed to determine decisions. Goals are broad statements of the community's desires and are supported by Parks and Recreation policies. The strategies are specific actions that are designed to help achieve goals.

**Growth Targets.** The Growth Management Act requires that counties plan for growth using the State Office of Financial Management's (OFM) population forecasts for each county. Each county works with the cities within the county to accommodate the growth target it establishes from the low to high population range provided by OFM. Snohomish County's Countywide Planning Policies provide



direction on how to allocate OFM's countywide forecast to cities, urban growth areas (UGAs), and the rural areas of the County using the cooperative planning process of Snohomish County Tomorrow. (Snohomish County Tomorrow is a growth management advisory group consisting of city and county elected officials supported by County staff.) The updated comprehensive plans of all jurisdictions in the County must collectively be capable of accommodating the OFM forecasted population. In January 2002, OFM released new 2025 population forecasts for counties that included a low, high, and intermediate population. Snohomish County Tomorrow developed draft low and high population and employment forecasts, which were distributed throughout the County using the Puget Sound Regional Council's forecast analysis zones (FAZs). Based on those, the City of Everett Planning Commission and City Council selected draft targets that are at the low end of the 2025 forecast range for population, and the high end of the 2025 forecast range for employment. Depending on the specific growth alternative plan selected by the community, more definitive strategies will be developed to implement the chosen plan through the annual review process.

**A. Policy #1**

Meet the mandates of the community for quality maintained parks, accessible trails, inviting recreational facilities and amenities, and energizing recreation programs that position the Parks and Recreation Department as one of the best managed park and recreation agencies in the State of Washington.

**Goal 9.1** Achieve the park and recreation facility standards in the Parks and Recreation Comprehensive Plan while improving existing parks and recreation facilities that will extend their useful asset life and provide a quality image of Everett's neighborhoods and the community as a whole.

**Strategy 9.1.1** Evaluate each park site to continually update long-term maintenance needs and include capital improvements for each site that will enhance the use and value to the community, the neighborhood, and customers of the park.

**Strategy 9.1.2** Develop site Master Plans for all parks that are customized to the neighborhood and for the community it serves, and ensure a funding commitment to implement the plans in advance of planning efforts desired to build trust in the community.

**Strategy 9.1.3** Increase the amount of parks and open space acreage in the City and improve the distribution of park access for all residents in Everett.

**Strategy 9.1.4** Develop trails and greenways in the City to connect the community to parks, waterways and other attractions in the City that allow residents to move freely without interference of traffic.

**Strategy 9.1.5** Create the needed improvements to Thornton Sullivan Park to increase its value and use as a signature park in the south end of Everett.

**Strategy 9.1.6** Establish design standards and principles for each classification of park type to force park designers to design to specific outcomes when parks are updated or developed new.

**Strategy 9.1.7** Remove underperforming equipment in parks and replace with amenities that provide high value and energize the park users in a positive manner.

**B. Policy #2**

Maintain best practices industry standards as it applies to maintenance of grounds, recreation facilities, greenways, and special use parks that creates strong community appeal and increases the value of living in Everett.

**Goal 9.2** Implement park and facility maintenance standards that optimize the use of staff, volunteers, supplies, and equipment. Achieve parks and facilities that create strong citizen ownership of neighborhood and community park facilities and attractions.



Strategy 9.2.1 Implement maintenance standards for parks, trails, play fields, floral gardens, and recreation amenities as well as budget accordingly to meet the standards desired.

Strategy 9.2.2 Improve the signage to parks and trails in the City to encourage greater use and access to parks, recreation facilities, and attractions.

Strategy 9.2.3 Establish and maintain a preventive maintenance capital improvement program and equipment resource program to increase the efficiency of operations and extend the useful life of park resources.

Strategy 9.2.4 Develop a cost of service program for all tasks performed by maintenance staff to improve staff and equipment productivity and accountability.

Strategy 9.2.5 Make all parks, including playgrounds and restrooms, ADA accessible.

Strategy 9.2.6 Create non-tax revenue resources that the Department can depend on to support operational costs.

Strategy 9.2.7 Measure the operational impact of new capital improvements prior to development to secure maintenance and operating funding commitment so as to not deplete existing funding levels or overextend staff and equipment.

Strategy 9.2.8 Improve the quality and access to recreational amenities throughout the community.

Strategy 9.2.9 Provide an equitable distribution of recreational facilities and amenities in parks to close the gaps in services across the City.

Strategy 9.2.10 Develop indoor recreation center and aquatics

complexes to meet the core recreation program needs of residents.

Strategy 9.2.11 Create design and maintenance standards that include environmental stewardship associated with the resource.

Strategy 9.2.12 Create design standards for safety and security in the design and renovation of facilities.

#### C. Policy #3

Identify and develop core recreation program businesses of the parks and recreation system that serve all age segments and creates a lifetime customer.

Goals 9.3 Manage all core recreation program businesses to the highest level of productivity and efficiency. Demonstrate quality and professional management so that customers have a positive experience.

Strategy 9.3.1 Establish core recreation programs and management program competencies by evaluating the market and service mix in the City, and address gaps in services where they exist.

Strategy 9.3.2 Develop tiered levels of service that will create wide age segment appeal and creates a lifelong customer in the core programs desired.

Strategy 9.3.3 Improve coordination of service providers by leading the coordination efforts to not over saturate the market but carve out roles for each agency.

Strategy 9.3.4 Enhance information services for all programs offered to the community.

Strategy 9.3.5 Increase special events in the community to bring the community together and celebrate living in Everett.

Strategy 9.3.6 Improve online registration procedures to improve customer convenience and access to services provided.

Strategy 9.3.7 Implement customer service standards into program design to gain feedback and build customer loyalty.

Strategy 9.3.8 Develop a marketing plan for the Department to position the core recreation services appropriately in the City and the region.

#### D. Policy #4

Create and implement new funding sources needed to meet the community's vision for parks and recreation services, and to maintain a quality park and recreation system in a sustainable manner.

Goal 9.4 Financially fund the Parks and Recreation System through effective use of all available revenue resources.

Strategy 9.4.1 Develop and manage a financial plan for the park and recreation system.

Strategy 9.4.2 Develop a cost of service pricing strategy for all programs and services that meet the community's value system.

Strategy 9.4.3 Seek a non-tax supported funding source to help support the operations of the Parks and Recreation Department.

Strategy 9.4.4 If appropriate, seek a Levy to support needed park and recreation facility improvements and meet the future needs of residents.

Strategy 9.4.5 Develop an earned income strategy for the Department.

Strategy 9.4.6 Develop an effective marketing strategy to communicate with users the true cost of the services provided and seek adjustments to prices based on level of

benefit the customers receive over and above the general taxpayer.

Strategy 9.4.7 Seek the total Real Estate Excise tax monies available to support upgrading existing parks and recreation assets to bring them up to standards.

#### E. Policy #5

Develop strong and equitable partnerships

Goal 9.5 Create effective partnerships to build parks, facilities, and programs that maximize the community's resources to the highest level possible through effective planning.

Strategy 9.5.1 Develop partnerships with not-for-profit and private non-profit organizations that are equitable to all parties.

Strategy 9.5.2 Improve coordination and communications with existing sports groups to increase their financial support in providing maintenance to facilities they use.

Strategy 9.5.3 Update all partnership agreements so that they are written equitably and hold all partners accountable.

Strategy 9.5.4 Improve community access to school sports facilities through enhanced partnership development and maintenance practices.

Strategy 9.5.5 Seek private partnerships for managing elements of the park and recreation system that help support an efficient operation.

Strategy 9.5.6 Continue to develop existing school districts' partnership and evaluate the possibility of developing schools' parks targeted to support neighborhood needs.

#### F. Policy #6

Govern the Park and Recreation system that allows it to manage in the most

efficient manner based on a business management approach of a social service.

**Goal 9.6** Develop the most efficient organizational model that is based on performance outcomes for each Division and staff in the organization and consistently demonstrates high productivity and efficiency of resources.

**Strategy 9.6.1** Design and update the organization of the department, as needed, to operate in the most efficient manner and develop matrix teams to solve key issues and create the greatest efficiency.

**Strategy 9.6.2** Utilize performance measures for all staff that are measurable and utilize work plans that create the highest level of productivity.

**Strategy 9.6.3** Utilize flow charts for all systems to ensure consistency and reduction of bureaucracy.

**Strategy 9.6.4** Utilize a management strategy for the Board of Park Commissioners that allows it to achieve measurable outcomes and that hold the Department accountable.

**Strategy 9.6.5** Ensure that all advisory boards or working committees have a purpose with measurable outcomes to be achieved each year to create strong advocates.

**Strategy 9.6.6** Ensure that all policy and procedure manuals are as up-to-date as possible and provide the highest level of flexibility for the Department to operate in the most effective manner.

**Strategy 9.6.7** Train all advisory boards and committees on communication and management practices of boards to achieve the highest level of productivity.

#### IV. Action Plan for the Parks and Recreation Department

##### A. REAL PROPERTY ACQUISITION

1. Pursue implementation of the Capital Improvement Plan with highest priority to high demand issues including walking, biking and nature trails, athletic fields, neighborhood parks, and waterfront access.
2. Pursue an acquisition strategy that combines strategic acquisition of parcels with joint use agreements for land already in public and/or private ownership that can provide recreational opportunities for the community. The acquisition/joint use emphasis is in areas with significant shortfall of parks and facilities.
3. Identify, record and monitor all remaining undeveloped properties in Everett with a property inventory system.
4. Pursue acquisition and development of those properties that satisfy current or future park system needs.
5. Identify and pursue all reasonable funding sources for land acquisition.
6. Acquire and preserve special or unique lands for future generations.
7. Acquire and/or secure use rights for waterfront land as opportunities arise.
8. Establish policy and procedures on private property dedication to the parks system.
9. Develop and implement policy and procedures for using grants, mitigation, foundations, land trusts to meet our acquisition requirements.
10. Use policy developed in cooperation with the Planning Department to encourage private developers to include on-site recreational facilities in their development plans or fee in lieu of on-site facilities.

##### B. PARK ADMINISTRATION

1. Maintain and update Interagency agreements with school districts, Port of Everett, Snohomish County, Boys and Girls Club, YMCA, Everett Community College, and other appropriate

organizations to facilitate joint use of resources and facilities for public use.

2. Maintain, update, and implement the ADA facilities compliance plan.
3. Develop annual work program goals, objectives, strategies, and performance metrics with staff in order to meet goals of the department's comprehensive plan.
4. Pursue increased funding for department functions including facility rehabilitation, ADA compliance, land acquisition and development, structural and grounds maintenance, and recreational services. Include necessary equipment, vehicles, office, and storage space for maintenance and operations.
5. Maintain and leverage working relationships with other local parks and recreation departments and stakeholders to promote the acquisition and development of high demand facilities such as athletic fields.
6. Establish additional neighborhood or community friends groups to help support the maintenance of parks.
7. Pursue strategies that will help to improve the department's cost recovery ratio.
8. Develop a fully allocated cost model.
9. Install new signage throughout the parks and recreation system based on the department's signage plan and as resources allow.
10. Utilize the department's marketing plan to create a strong image and identification for users and visitors to the City.

#### C. PARK PLANNING

1. Ensure all master plans include a life cycle cost analysis.
2. Ensure that design principles are established for every park before master plans are updated to outline the desired outcomes for the park.
3. Utilize CPTED principles to enhance park safety.
4. Develop Natural Resources Management Plan.

#### PARKS AND RECREATION ELEMENT

#### D. TRAIL DEVELOPMENT

1. Complete development of master plans for trail development along significant corridors (e.g. Powder Mill Gulch) or that eliminate trail gaps (e.g. between the Interurban Trail and South Broadway).
2. Create interpretive trails within appropriate settings (e.g. Bruskruv Road park property) to provide educational opportunities related to the natural environment.
3. Where appropriate, establish loop trails in community parks, including the planned loop trail around Silver Lake.

#### E. PUBLIC ACCESS

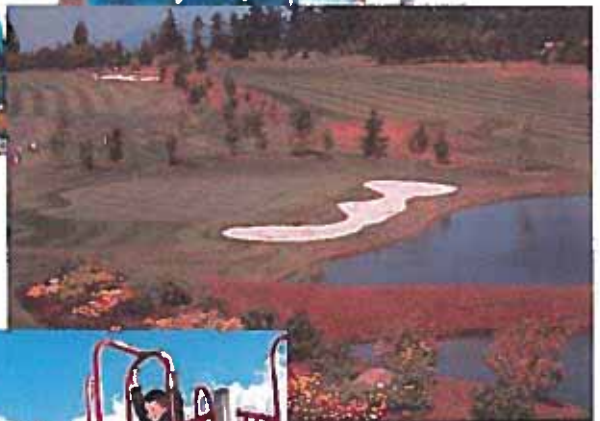
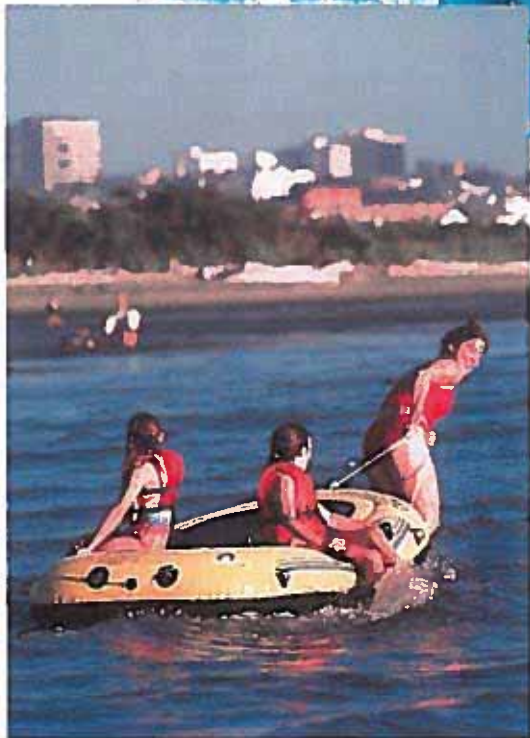
1. Encourage public access along Everett waterfronts that provide a greater enjoyment of the water, and link park facilities through a trail system.
2. Continue the effort to manage Silver Lake's water quality to allow for greater use of the lake by the public.
3. Implement, where and when feasible, park elements of the City Council adopted Shoreline Public Access plan.





F. RECREATION DEVELOPMENT

1. Develop and manage an age segment program approach to each core recreation program to develop a lifetime user.
2. Develop and manage business plans for each core recreation program to also include marketing and promotional plans.
3. Utilize a cost benefit approach to pricing of fee based recreational programs.
4. Maintain a special events calendar that has wide distribution within Everett.
5. Continue to improve program registration processes and participant use analyses in order to increase classes' utilization rates (registrations versus capacity) and modify program offerings as justified.



## 5.13 Recreational Development

### Introduction

Outdoor recreation is any leisure activity that takes place within the out-of-doors or natural environment. Water oriented activity accounts for a very high proportion of outdoor recreation pursuits in the Puget Sound area. The natural resources of scenic vistas, lakes, rivers, and salt water areas provides endless opportunities for both active and passive leisure involvement.

Since the inception of Everett as a major urban center (1892), public water access and waterfront recreation have been severely restricted due to the industrial nature of the early development. The challenge now is to increase the availability of publicly accessible saltwater, river front, streams, and lakes.

This section applies to both publicly and privately owned shoreline facilities intended for use by the public or a private club, group, or association. It addresses both outdoor recreation and water oriented recreation buildings, such as the rowing facility at Langus Riverfront Park and interpretive centers. Non-water oriented indoor recreation facilities, such as fitness facilities are addressed under Section 5.5 Commercial Development.

### Policies

1. Priority should be given to developments which provide recreational uses and other improvements facilitating public access to the shorelines.
  2. Water dependent recreational uses should be given priority over other types of recreational use. Where non-water oriented recreational uses are permitted, they should include public access and environmental restoration where appropriate.
  3. Shoreline recreational uses should accommodate a balance of active and passive uses.
  4. Shoreline recreational uses should be designed and managed to ensure that activities during peak use periods do not significantly degrade ecological functions.
  5. In designating shoreline areas for recreation activity or permitting developments in shoreline areas, consideration should be given to the recommendations of the Everett Parks and Recreation Comprehensive Plan.
- EVERETT SHORELINE MASTER PROGRAM**  
Section 5 Shoreline Use Policies and Regulations Page 5-49
6. Shoreline parks, recreation areas, and public viewing points should be linked by an integrated system of paths and bicycle lanes which provide substantial public access.
  7. Recreational uses should be permitted in floodplain areas.
  8. All recreational developments should make adequate provisions for:
    - a. Vehicular and pedestrian access, and parking both on and off-site;
    - b. Proper water, solid waste, and sewage disposal methods;
    - c. Security and fire protection;
    - d. The prevention of trespass onto adjacent properties, including but not limited to landscaping, fencing and posting of property; and
    - e. Buffering of such development from adjacent private property.

9. The concentration of recreation use pressure at a few points along the shoreline should be avoided by encouraging the development of dispersed recreation areas.
10. The use of off-road all-terrain vehicles should be restricted or prohibited in shoreline jurisdiction where they would cause impacts to wildlife, erosion, and conflicts with other activities.

## **Regulations**

1. In designating shoreline areas for recreation activity or permitting developments in shoreline areas, consideration shall be given to the recommendations of the Everett Parks and Recreation Comprehensive Plan and other approved Comprehensive Public Access Plans.
2. Priority shall be given to recreational developments which increase the opportunity for public access and enjoyment to our urban shoreline areas.
3. Water dependent recreational uses shall be given priority over other types of recreational use. Water related and water oriented recreational uses shall be second priority. Non-water oriented recreational uses are permitted, provided they include public access and environmental restoration of the shoreline edge and buffers, and provided that they avoid significant ecological impacts.
4. Recreational facilities shall be provided with adequate sanitary facilities.

### **EVERETT SHORELINE MASTER PROGRAM**

Section 5 Shoreline Use Policies and Regulations Page 5-50

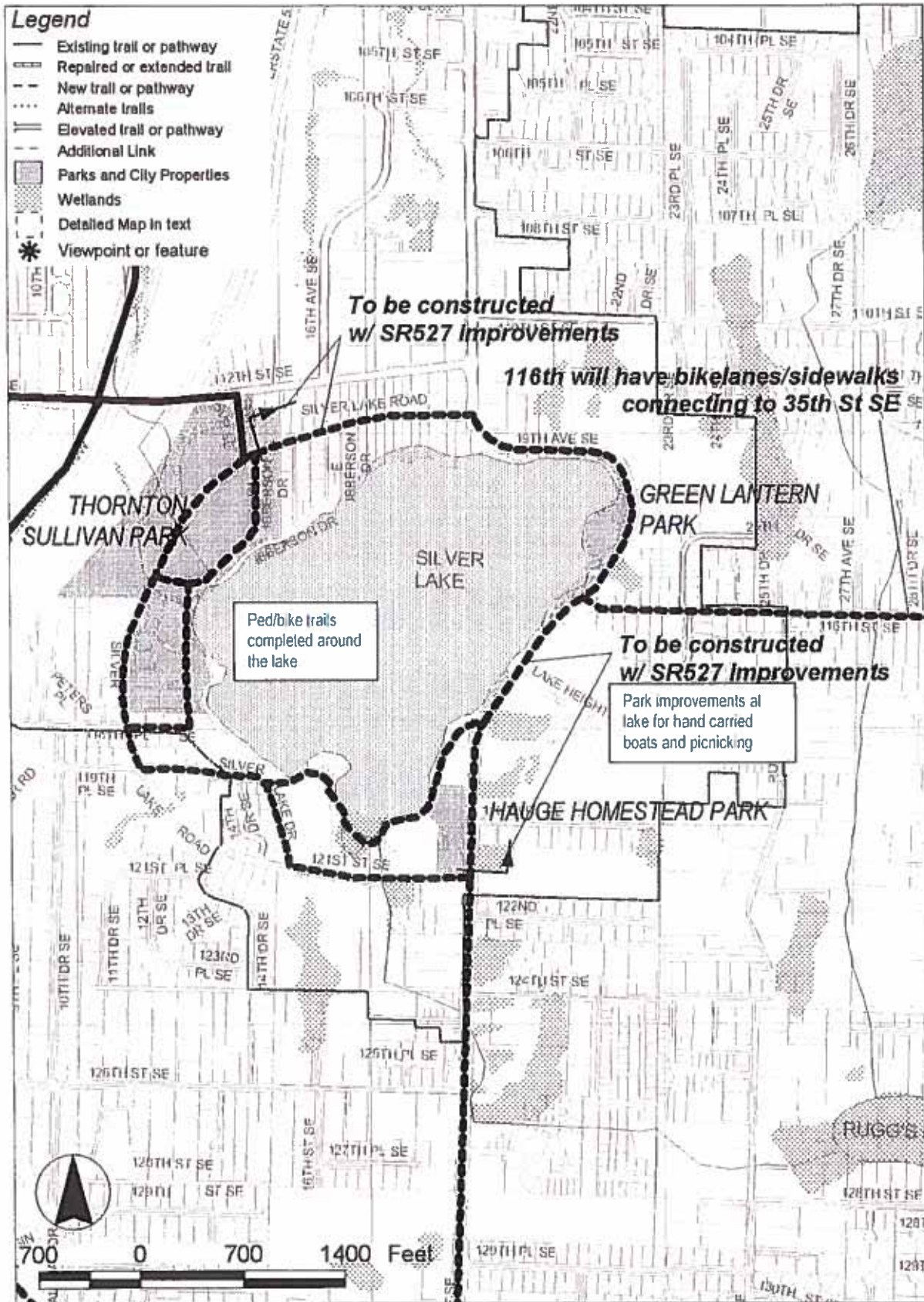
5. For recreation developments such as playfields and golf courses that require the use of fertilizers, pesticides, herbicides or other toxic chemicals, the applicant shall submit plans demonstrating the methods to be used to prevent damage to vegetation in critical areas, wildlife, surface and ground water quality. Buffers of native species shall be included in the plan. The City shall determine the required buffer width per the SMP, but in no case shall the buffer strip be less than fifty (50) feet. The developer shall also be required to leave a chemical-free swath at least one hundred (100) feet in width next to water bodies and wetlands, except as necessary for the control of noxious weeds.
6. Motorized vehicular access is prohibited on beaches, except for boat launching and maintenance activities.
7. Pedestrian and bicycle paths shall be provided unless clearly not appropriate.
8. The use of all-terrain and off-road vehicles shall be prohibited.
9. Minor overwater recreation buildings and structures are permitted for public access purposes provided significant adverse impacts are mitigated.
10. Proposals for recreational development shall provide adequate water supply, sewage and garbage disposal.
11. Recreational facilities shall provide adequate provisions to prevent the general public from trespassing and overflowing into adjacent properties.
12. In approving shoreline recreational developments, the City shall ensure that the development will maintain, enhance or restore desirable shoreline features, including unique and fragile areas, scenic views and aesthetic values. To this end, the City may adjust and/or prescribe project dimensions, location of project



components on the site, intensity of use, screening, parking requirements and setbacks, as deemed appropriate to achieve this intent.

13. Underwater parks and artificial reefs shall include safety provisions to warn boating traffic of their location.

14. Artificial reefs shall not



### Plan Section 10

#### **PROS Policy 4.3 Forestlands**

4.3.1 : Conserve and restore forest cover and the scenic attributes woodlands provide - especially the remaining wooded hillsides defining the northwestern bluffs of the city overlooking Possession Sound and the Snohomish River Valley. **ATTACHMENT - H 2016 PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN**

4.3.2 : Identify and preserve prime examples of heritage wooded areas in the city including wooded shorelines.

#### **PROS Policy 4.4 Open spaces**

4.4.1 : Define and conserve a system of open space corridors or separators to provide definition between natural areas and urban land uses in the city - especially the open spaces along Union Slough and the Snohomish River.

4.4.2 : Increase natural area and open space linkages within the developed urban areas as well including along Pigeon Creek, Pigeon Creek #2, Merrill & Ring Creek, Powder Mill Gulch, and Japanese Gulch.

**PROS Policy 4.5 Urban growth preserves** 4.5.1: Cooperate with other public and private agencies including the Port of Everett, Snohomish County, Washington State Departments of Fish & Wildlife and Natural Resources, and with private landowners to set- aside land and resources necessary to provide high quality, convenient open space, trail, and park facilities before the most suitable sites are lost to development.

4.5.2: Preserve unique environmental features or areas in future land developments and increase public use and access. Cooperate with other public and private agencies, and with private landowners to set aside unique features or areas as publicly accessible resources.

#### **PROS Goal 5 Historical resources**

Assist where appropriate in the planning, coordination, and preservation of unique archaeological, historical, cultural, scenic, and man-made places, sites, landmarks, and vistas.

Work when appropriate with other public and private agencies, such as the Everett Historical Society, Washington State Historical Societies, Tulalip Tribes, and others, to create an effective approach to the following resource conservation issues and proposals.

#### **PROS Policy 5.1 Historical features and interests**

5.1.1 : Identify, preserve, and enhance the city's heritage, traditions, and cultural features including historical sites, buildings, artworks, views, and monuments within park sites and historical areas - especially Everett's historic downtown.

5.1.2 : Identify and incorporate significant historical and cultural lands, sites, artifacts, and facilities into the open space, trail, and park system to preserve these interests and provide a balanced social experience - especially including important Native American, homestead sites, and other places of interest in the city.

5.1.3 : Work with the Everett Historical Commission, Washington State Historical Society, and other archaeological and cultural groups to incorporate historical and cultural activities into park developments and recreational programs.

#### **PROS Policy 5.2 Manmade environments and features**

5.2.1 : Incorporate appropriate manmade environments, structures, activities, and areas into the open space, trail, and park system to preserve these features and provide a balanced recreational experience.

5.2.2 : Work with property and facility owners to increase public access and utilization of these special sites and features.

#### **PROS Goal 6 Trail systems**

Assume a major responsibility for the planning, development, and operation of a variety of trails including water trails, off-road hike and bike that are directly related to environmental resources that are of most interest to city residents.

Work with other public and private agencies, including the Port of Everett, Snohomish County, and Washington State Departments of Fish & Wildlife, and Natural Resources to develop and maintain an integrated system of trails.



**8 Lions Park 0.20**

This 3.75-acre park is located on Cascade Drive in south Everett.

- Trail - paved around park perimeter

**9 South Everett Forest Preserve 0.33**

This walking trail of 0.33 miles is located east of 109th Place and west of the Interurban Trail.

- Trail - including 500 linear foot crushed rock ADA accessible

Port of Everett 3.00

**10 Jetty Island 3.00**

This 305.0-acre open space is located on Jetty Island in Possession Sound bordering Port Gardner Bay.

- Trail - dirt along and around the complete island
- Restroom - contained

Total existing park trail miles 8.44

**4.3.3 Multipurpose trails**

Multipurpose trails will be developed to link major environmental assets, park and recreational facilities, community centers, and historical features in Everett. Generally, multipurpose trails will be developed to provide for several modes of recreational and commuters use when appropriate.

Multipurpose trails will be developed within corridors separate from vehicular or other motorized forms of transportation. For example, multipurpose trails may be located on utility easements or in separate property alignments. In some instances, the trail may be developed as improvements within the right-of-way of established vehicular or other transportation corridors.

Multipurpose trails will be developed to Washington State Department of Transportation (WSDOT) and American Association of State Highway & Transportation Officials (AASHTO) trail standards. The trails will be concrete, asphalt or very fine crushed rock base, handicap accessible and usable by all age and skill groups.

Trail corridors will be improved with trailhead services including rest stops, parking lots, restrooms, water, and air utilities. Where the trail is located in association with another park and recreational improvement or public facility,

the trailhead will be improved with active picnic, playgrounds, and play areas.

Multipurpose trail corridors will be independent properties or include portions of other sites provided for resource conservancies, resource activities, athletic facilities, and other park and recreational or public facility properties.

**Vision**

As described, the multipurpose trails vision may be realized by providing recreational trail opportunities that:

- Conserve natural features,
- Define urban identities,
- Link community facilities,
- Serve persons with varied physical abilities and skills, and
- Promote connectivity between transportation methods.

**Existing multipurpose trails**

The following multipurpose trail systems have been developed to provide combined hike and bike trail opportunities across Everett.

	Multipurpose trail miles
Everett	11.6
<b>1 Interurban Trail 6.2</b>	
This paved rails-to-trails conversion of the former streetcar line between Everett and Seattle extends from Everett to downtown Seattle.	
<ul style="list-style-type: none"> <li>▪ Everett trail segment includes former street car track bed and right-of-way on the west side of I-5 from Silver Lake into the downtown district</li> </ul>	
<b>2 Langus Riverfront Trail 2.8</b>	
This trail segment is located in Langus Riverfront Park, a 96.0-acre regional park located in north Everett in the Snohomish River Estuary on Smith Island Road on the east bank of the Snohomish River.	
<ul style="list-style-type: none"> <li>▪ Trail - paved, 2.8 miles along river shoreline</li> </ul>	
<b>3 Lowell Riverfront Park 1.6</b>	
This trail segment is located in Lowell Riverfront Park, a 7.0-acre linear park located on Lowell River Road extending along the west bank of the Snohomish River.	
<ul style="list-style-type: none"> <li>▪ Trail - paved, 1.6 miles along Snohomish River shoreline</li> </ul>	
<b>4 Rotary Park-Trail 1.0</b>	
This regional park is located on the south shoreline of the Snohomish River in east Everett on Lowell-Snohomish River Road.	

- Trail - paved 1 mile along Snohomish River shoreline
- Restroom

Snohomish County/Washington State 1.4

#### **5 Spencer Island Trail 1.4**

This regional conservancy is located on Spencer Island and the lands adjacent to Union, Steamboat, Ebey Slough in the Snohomish River Estuary.

- The trail extends from the Langus Riverfront Trail south along the north bank of the Snohomish River then north to 4th Street then east across Union Slough and north along the east bank of Union Slough and south around the south end of the Island then north along the west bank of Steamboat Slough.

Total existing multipurpose trail miles 13.0

#### **Proposed multipurpose trails**

The following multipurpose trail system will be developed to provide combined hike and bike trail opportunities subject to feasibility studies with appropriate public and private participants. The trails generally follow utility roads and public road corridors, but may be relocated onto public and/or private property where owners approve.

#### **Multipurpose trails**

##### **Everett**

#### **6 Waterfront Trail**

This proposed multipurpose trail will extend along the Possession Sound and Port Gardner shoreline from Mukilteo north to the existing trail at Pigeon Creek Beach then north adjacent to Terminal Avenue and Marine View Drive/SR-529 to Preston Point and across then parallel to the north side of the BNSF railroad tracks and under the SR-529/Pacific Highway Bridge to Riverside Road then south along the west bank of the Snohomish River to Lowell Riverfront Trail to Rotary Park then east along the Snohomish River dike to Snohomish.

#### **7 Langus Riverfront Trail to Waterfront Trail**

This proposed multipurpose trail will extend from Langus Riverfront Trail north adjacent to Smith Island Road onto Ross Avenue under the SR-529/Pacific Highway Bridge onto 34th Avenue then north to the access to SR-529/Pacific Highway then south and across the bridge to join with the Waterfront Trail at Riverside Road.

#### **8 Langus Riverfront/Waterfront Trails to Union Slough Trail**

This proposed multipurpose trail will extend from Langus Riverfront Trail and the connection from the Waterfront Trail from the SR-529/Pacific Highway bridge north adjacent Smith Island Road onto 35th Avenue and north adjacent to 35th Avenue to Union Slough then west under the SR-529/Pacific Highway Bridges and the BNSF Railroad trestle and the dike to the tideflats at the entry to Steamboat Slough.

#### **9 Old RR Spur to Lowell-Snohomish Trail**

This proposed multipurpose trail will begin at the Pacific Avenue then south adjacent to Smith Avenue, the former right-of-way of a railroad spur into the downtown, under I-5 in the old railroad tunnel and south adjacent to Smith Avenue past Lowell Park over the BNSF Railroad tracks to connect with the Lowell-Snohomish Trail.

#### **10 Pigeon Creek Trail**

This proposed multipurpose trail will begin at 52nd Street then north along Pigeon Creek past Johnston-Kelly Park to Forest Park and the existing trail under Mukilteo Boulevard to the existing trail end then onto a proposed elevated pedestrian crossing of the BNSF Railroad tracks to the Waterfront Trail at Pigeon Creek Beach.

#### **11 Pigeon Creek #2 Trail**

This proposed multipurpose trail will begin at Hannabrook Park on Brookridge Boulevard and extend north along Pigeon Creek #2 under Mukilteo Boulevard to connect with the trail at Howarth Park and the elevated pedestrian crossing of the BNSF Railroad tracks to the Possession Sound tidelands.

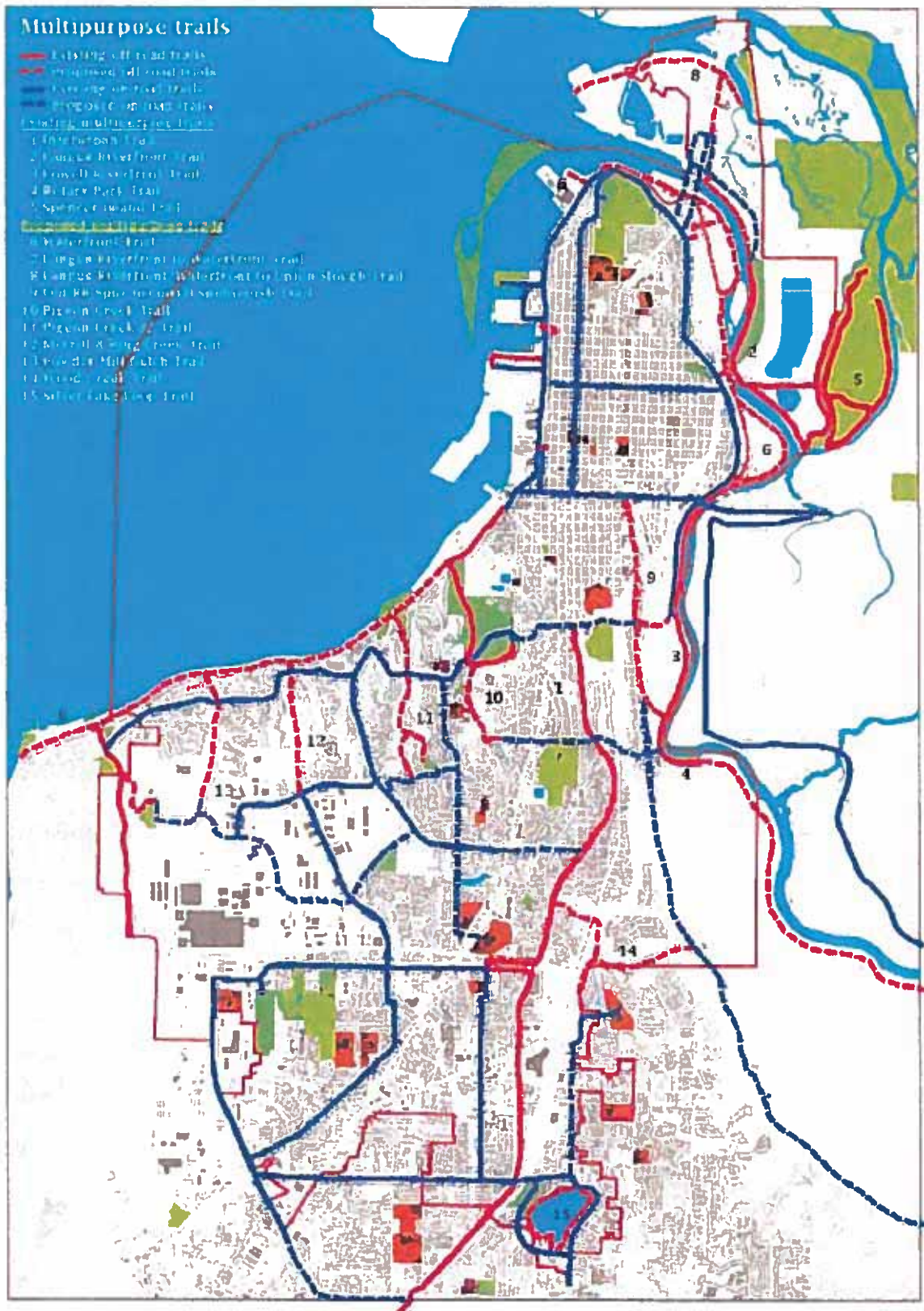
#### **12 Merrill & Ring Creek Trail**

This proposed multipurpose trail will begin at Merrill Creek Parkway then north along Merrill & Ring Creek under Mukilteo Boulevard and onto a proposed elevated pedestrian crossing of the BNSF Railroad tracks to the wooded knoll and sandy beach on DNR tidelands.

#### **13 Powder Mill Gulch Trail**

This proposed multipurpose trail will begin at Seaway Boulevard then north along Powder Mill Gulch and onto a proposed elevated pedestrian crossing of the BNSF Railroad tracks to the sandy beach on DNR tidelands.







#### **14 Wood Creek Trail**

This proposed multipurpose trail will begin at the ends of Timber Hill Drive on the north and Valhalla Drive on the south then east along Wood Creek to Larimer Road.

#### **15 Silver Lake Loop Trail**

This proposed multipurpose trail and over water boardwalk system will extend from Thornton A Sullivan Park south around the south end of Silver Lake to Hauge Homestead Park then north to Green Lantern Park then west around the north end of Silver Lake to Thornton A Sullivan Park.

Total proposed trails

### **4.3.4 On-road bicycle routes**

City-wide bicycle touring and commuter routes will be developed to access major environmental assets, park and recreational facilities, historical features, scenic corridors and vistas, and other features of interest to experienced bicycle touring enthusiasts throughout Everett.

Bicycle routes will be extended into neighborhoods to create an integrated on-road bicycling system. The local on-road bicycling system will provide access to local parks and recreational facilities, schools and public facilities, community centers and business districts, places of employment, and transit transfer centers for adult and youth bike riders from local areas.

Bicycling touring routes will be developed to Washington State Department of Transportation (WSDOT) or American Association of State Highway & Transportation Officials (AASHTO) standards with expanded, designated or marked road shoulders and lanes. In the less congested areas, bicycle-touring routes will be simply designated for joint roadway vehicular/bicycle use.

Bicycling enthusiasts working in conjunction with Everett, Snohomish County, WSDOT, and other public and private cycling interest groups have designated most of the bicycle touring routes proposed within this plan. Future public bicycle route development projects will use the same cooperative, joint venture approach to designate and improve routes and trailheads and/or to develop new on-road routes, rest

stops, and other bicycle touring or commuting services.

#### **Existing on-road biking routes**

The following roadways and linking routes have been designated or developed for on-road bicycle touring using shoulder expansions, lanes, markings, or other signage designations.

#### **Existing on-road biking routes**

##### **Everett**

#### **1 Marine View Drive Loop/SR-529**

This on-road bicycle route extends from Everett Avenue/SR-529 then north on West Marine View Drive/SR-529 along the waterfront past Marine Park, North and South View Parks, and around Priest Point past American Legion Memorial Park then south on East Marine View Drive/SR-529 onto Grand Avenue then south to Everett Avenue.

#### **2 Colby Avenue**

This on-road bicycle route extends from Everett Avenue/SR-529 then north on Colby Avenue onto Alverson Boulevard past American Legion Memorial park to the Marine View Drive Loop.

#### **3 19th Street**

This on-road bicycle route extends from Grand Avenue Park then east on 19th Street onto Summit Avenue past Senator Henry M Jackson Park to Marine View Drive Loop.

#### **4 Everett Avenue/SR-529**

This on-road bicycle route extends from West Marine View Drive then east to East Marine View Drive Loop/SR-529. A spur extends south on Walnut Street and the on ramp onto SR-2 then east to the exit onto Ebey Island and the rural roads into Snohomish.

#### **5 Mukilteo Boulevard**

This on-road bicycle route extends from SR-525 in Mukilteo then east on Mukilteo Boulevard past Edgewater, Harborview, Elm Street, and Forest Park to 3rd Avenue.

#### **6 Merrill Creek Parkway**

This on-road bicycle route extends from Seaway Boulevard then east on Merrill Creek Parkway to Glenwood Avenue.

#### **7 Glenwood Avenue**

This on-road bicycle route extends from Mukilteo Boulevard east on Glenwood Avenue onto Madison Street then east to Evergreen Way/Highway 99.