

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE  
CITY OF MILL CREEK FOR PARK PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this 16<sup>th</sup> day of December, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MILL CREEK, 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 Mill Creek for Silver Crest Park Improvements project, specifically basketball court repair, irrigation, fence repair, and replacement of benches and picnic tables (the “Project”), in an amount up to One Hundred Thousand and no/100 Dollars (\$100,000.00) in County REET 2 funds (the “Funds”). The Funds will be directed for the purpose of Silver Crest Park improvements at 13621 28<sup>th</sup> DR SE, Mill Creek, WA. Snohomish County Parks and Recreation Fund 309–Community Parks is included as Attachment B, incorporated herein by this reference; and

**E.** The City of Mill Creek has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, development, 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 2021 – 2026 Capital Facilities Plan including the property and project, as further described herein (Attachment H, incorporated herein by this reference); and the City's 2021-26 Capital Improvement Plan

and 2021-2022 budget include the Project; and

E. 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 Silver Crest Park improvements, 13621 28<sup>th</sup> DR SE, Mill Creek, WA (the "Property"). The Project location and building design for the Project are contained in Attachment F.

**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:

Michael G. Ciaravino, City Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
(425) 921-5724 phone  
[michaelc@cityofmillcreek.com](mailto:michaelc@cityofmillcreek.com)

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 One Hundred Thousand and no/100 Dollars (\$100,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for the purposes not permitted by the REET statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds

required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**6. Independent Contractor.**

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

**7. Indemnification/Hold Harmless.**

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents;. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

**10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

**11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

**13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

**14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.



15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By Lacey Harper  
Digitally signed by Lacey Harper  
Date: 2021.12.16 10:21:54 -08'00'  
Name: Dave Somers  
Title: Executive

**CITY:**

City of Mill Creek, a Washington municipal corporation

By [Signature]  
Name: Michael G. Ciaravino  
Title: City Manager Per Resolution No. 2021-608

**Attest/Authenticate**

By [Signature]  
Name: Naomi Fdy  
Title: City Clerk

**Approved as to Form:**

/s/ Sean Reay DPA  
Deputy Prosecuting Attorney

**Approved as to Form:**

[Signature]  
Office of the City Attorney

<b>COUNCIL USE ONLY</b>	
Approved	<u>12/15/2021</u>
ECAF #	<u>2021-0821</u>
MOT/ORD	<u>Motion 21-377</u>

**ATTACHMENT A**  
**Amended Ordinance 20-071**

1 ADOPTED: 11/10/20  
2 EFFECTIVE: 12/03/20

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON

6  
7 AMENDED ORDINANCE NO. 20-071

8  
9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2021-2026  
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY  
11 CAPITAL FACILITIES PLAN  
12  
13

14 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to  
15 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a  
16 six-year plan providing for the financing of capital facilities within projected funding capacities and  
17 clearly identifying sources of public money for such purposes; and  
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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  
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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  
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WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to support development: fire protection services, surface transportation, park land and recreational facilities, surface water management, electric power, schools, public wastewater systems, and public water supply; and

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

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

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

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

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

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

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

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

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

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

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NOW, THEREFORE, BE IT ORDAINED:

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

- A. The foregoing recitals are adopted as findings as if set forth in full herein.
- B. The ordinance adopts the County's 2021-2026 CIP.
- C. The 2021-2026 CIP was developed for compliance with the following GMA requirements:
  - 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element." The 2021-2026 CIP includes a six-year financing plan for all of the County's capital facilities. The 2021-2026 CIP also assesses the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their respective minimum level of service (LOS).
  - 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards." The 2021-2026 CIP specifies proposed funding sources for the planned capital facilities and contains a "statement of assessment" which addresses the need for a reassessment of land use or other comprehensive plan elements if there is a projected shortfall in revenue (between 2021 and 2026) that causes the LOS for a facility classified as necessary to support development to fall below the minimum level identified in the capital facilities plan. The statement of assessment portion of the 2021-2026 CIP finds that there are no funding shortfalls or regulatory inadequacies that would affect the ability to maintain the minimum LOS for those capital facilities necessary to support development.
- D. The 2021-2026 CIP was developed for consistency with Puget Sound Regional Council Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase services and facilities to guide growth and development in a manner that supports the regional vision." The County's CFP and the 2021-2026 CIP align with the regional vision to direct growth into urban areas where adequate public infrastructure and services are

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

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

44 H. Procedural requirements.

- 45 1. The proposal is a Type 3 legislative action under SCC 30.73.010.  
46  
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2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 9, 2020, of Addendum No. 21 to the FEIS for the 2015 Comprehensive Plan Update.
3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was received by the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 31, 2020.
4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September of 2018 entitled "Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.
  - I. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2020, and September 9, 2020.

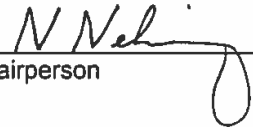
Section 2. The County Council makes the following conclusions:

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

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

1 Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this  
2 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,  
3 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and  
4 conclusions.  
5  
6 Section 5. The 2021-2026 CIP adopted by this ordinance supersedes all other County capital  
7 improvement programs. The 2021-2026 CIP shall control in the event of any inconsistency  
8 between the 2021-2026 CIP and any other capital improvement program adopted by the County.  
9  
10 Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance  
11 shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board")  
12 or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity  
13 or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,  
14 however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by  
15 the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect  
16 prior to the effective date of this ordinance shall be in full force and effect for that individual section,  
17 sentence, clause or phrase as if this ordinance had never been adopted.  
18

19 PASSED this 10th day of November, 2020.

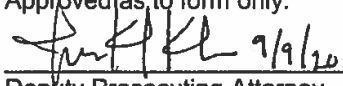
21 SNOHOMISH COUNTY COUNCIL  
22 Snohomish County, Washington  
23  
24   
25 \_\_\_\_\_  
26 Chairperson

27 ATTEST:  
28   
29 \_\_\_\_\_  
30 Clerk of the Council

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

35  
36   
37 \_\_\_\_\_  
38 Snohomish County Executive

39 ATTEST:  
40  
41   
42 \_\_\_\_\_

43 Approved as to form only:  
44   
45 \_\_\_\_\_  
46 Deputy Prosecuting Attorney

D-18

AMENDED ORDINANCE NO. 20-071  
  
RELATING TO THE GROWTH MANAGEMENT ACT,  
ADOPTING THE 2021-2026 CAPITAL IMPROVEMENT  
PROGRAM AS PART OF THE SNOHOMISH COUNTY  
CAPITAL FACILITIES PLAN - 7

**AMENDMENTS to CIP #1 and 2**

**Ordinance No. 20-071**

**Adopting the 2021-2026 Capital Improvement Program as a Part of  
Snohomish County's Growth Management Act Comprehensive Plan**

**TITLE:** Revisions to the proposed 2021-2026 Capital Improvement Program (herein "Proposed CIP") for consistency between the Proposed CIP and Council's Proposed Amended 2021 Budget.

**Brief Description:** The following two (2) amendments provide for consistency between the Proposed Amended 2021 Budget and the Proposed CIP:

**AMENDMENT 1:** *Revise the narrative related to City Partnership Projects in Community Parks with specific project list. Revisions involve the narrative on pages 39-44 and the table on page 44 of the Proposed CIP.*

**AMENDMENT 2:** *Revise the funding related to the SR 530 Memorial Project under Regional Parks. Revisions involve the funding listed on page 24 as well as the table on page 28.*

**AMENDMENT 1**

**Name:** Revise the narrative in the CIP related to City Partnership Projects in Community Parks

**Brief Description:** Revising the narrative related to City Partnership Projects in Community Parks including a project list.

**A. Revise the narrative on pages 39-44 of the Proposed CIP as follows:**

**ADD the following:**

CITY OF ARLINGTON EVANS FIELD IMPROVEMENTS: Restore and repair the backstop and bleachers

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF STANWOOD OLD PACIFIC HWY/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	2021	2022	2023	2024	2025	2026
309	001	Parks Construction Fund	985 Parks And Recreation - Ad 944 Community						
		Object							
Capital Outlays				\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
Program Subtotal:				\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000
309	309	Parks Construction Fund	985 Parks And Recreation - Ad 944 Community						
		Object							
Capital Outlays				\$373,454	\$0	\$0	\$0	\$0	\$0
Program Subtotal:				\$373,454	\$0	\$0	\$0	\$0	\$0
309	309	Parks Construction Fund	985 Parks And Recreation - 946 Regional 042 City Parks						
		Object							
Pass Thru Funds				\$750,000	\$0	\$0	\$0	\$0	\$0
Program Subtotal:				\$750,000	\$0	\$0	\$0	\$0	\$0
<b>Other</b>									
		Object							
Prior Year Funds				\$19,873,701	\$0	\$0	\$0	\$0	\$0
Future Year Funds				\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
Program Subtotal:				\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
CIP-Capital Totals:				\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

**CIP - Funding Source:**

Funding Source	2021	2022	2023	2024	2025	2026
REET II	(\$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>
<b>FUND309</b>	<b>SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>

**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	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
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.5167005514	OpT-Park Projects	\$725,000
	<b>191 002 2nd Qtr % REET (ESH 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<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
	<b>191 001 1st Qtr % REET 648 Sb 4972 Capital Impr 990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.3167000800	Fund Balance	\$725,000
	<b>191 002 2nd Qtr % REET (ESH 651 Shb 2929 Capital Imp 700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<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



15728 Main Street, Mill Creek, WA 98012  
Administration 425-745-1891  
Police 425-745-6175  
All Other Departments 425-551-7254

## ATTACHMENT C – REQUEST FOR FUNDING

July 14, 2021

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

Re: Interlocal Agreement for Park Project Funding

Dear Mr. Teigen:

By this writing, the City of Mill Creek formally requests \$100,000 funding for the design and construction of upgrades to Silver Crest Park at 13621 28<sup>th</sup> Dr SE in the City of Mill Creek, as included in the County's 2021-2026 Capital Improvement Plan and the City's 2021-2026 Capital Improvement Plan.

During the development of the County's 2021-2022 budget, Councilmember Mead reached out to the City to inquire about projects that were in the City's Capital Improvement plan that could be considered for County grant funding in support of the County's goal for improving recreation services. Silver Crest Park, originally built, owned, and operated by the County but subsequently annexed into the City in 2005, was selected as a worthy project. This 0.61 acre park, while functional and maintained by the City, is showing its age, and is next in line for upgrades and improvements as part of the City's Neighborhood Park system.

The City is pleased that The Silver Crest Park Upgrade Project was included in the County's budget and has been designated for this grant. The project is scheduled for design this fall and will be constructed in 2022. Expenses for the project will be submitted for reimbursement prior to the end of 2022; the City acknowledges that the project needs to be complete at that time.

The City thanks Snohomish County and its leadership for their support of this project.

Sincerely,

Mike Todd  
Director  
Public Works and Development Services

Cc: Michael Ciaravino, City Manager

ATTACHMENT D

Description of Project

## **ATTACHMENT D: PROJECT DESCRIPTION SILVER CREST PARK UPGRADE PROJECT**

### **Project location:**

13621 – 28<sup>th</sup> Drive SE

Mill Creek WA 98012

### **Project Description:**

From the 2021-2022 City of Mill Creek Approved Capital Improvement Plan:

The Silver Crest Park was annexed to the City in 2005 as a part of the Northeast Area Annexation. This .61 acre neighborhood park is located within the Silver Crest subdivision on 28th Drive SE. Amenities include a full basketball court, playground, picnic tables, and a grassy play area. There is currently no irrigation in place at this park and there is room for upgrades in many other areas. This proposed project would include adding irrigation, repairing/restoring the basketball court and fencing, replacement of benches and picnic tables with concrete pads, possible play equipment replacement/upgrade.

### **Site disturbances**

This project will not involve any extensive excavation:

- Prior to repaving, roots will be removed under the basketball court where they have heaved the pavement
- New irrigation lines will be installed in the grassy area
- New “foundations” will be set for park furniture and play structures in the same areas as were already developed; such foundations will likely no be deeper than 18-24 inches.

There are no buildings on the site.

There are no wetlands or waterways on this site.



ATTACHMENT E

Confirmation of Ownership of Project/Location



## Property Account Summary

7/23/2021

Parcel Number	00625800014700	Property Address	28TH PL E , MILL CREEK, WA 98012
---------------	----------------	------------------	----------------------------------

### General Information

Property Description	SILVER CREST BLK 000 D-00 - TRACT A SUBJ ESE PUD SILVERCREST POCKET PARK1971 \$0 V489 P19
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00526

### Property Characteristics

Use Code	761 Parks - General Recreation
Unit of Measure	Acre(s)
Size (gross)	0.61

### Related Properties

No Related Properties Found
-----------------------------

### Parties

Role	Percent	Name	Address
Taxpayer	100	MILL CREEK CITY OF	15728 MAIN ST, MILL CREEK, WA 98012-1518
Owner	100	CITY OF MILL CREEK	15728 MILL CREEK BLVD, MILL CREEK, WA 98012 United States

### Property Values

Value Type	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018	Tax Year 2017
Taxable Value Regular					
Exemption Amount Regular	\$290,000	\$285,100	\$266,500	\$241,500	\$201,500
Market Total	\$290,000	\$285,100	\$266,500	\$241,500	\$201,500
Assessed Value	\$290,000	\$285,100	\$266,500	\$241,500	\$201,500
Market Land	\$288,000	\$283,000	\$260,000	\$235,000	\$195,000
Market Improvement	\$2,000	\$2,100	\$6,500	\$6,500	\$6,500
Personal Property					

### Active Exemptions

Government Property
---------------------

### Events

Effective Date	Entry Date-Time	Type	Remarks
02/04/2009	02/04/2009 14:13:00	Taxpayer Changed	Party/Property Relationship by strsjb
02/21/2006	03/14/2006 10:34:00	Owner Terminated	Property Transfer Filing No.: 102588 02/21/2006 by sasset
02/21/2006	03/14/2006	Owner Added	Property Transfer Filing No.: 102588 02/21/2006 by sasset

	10:34:00		
02/21/2006	02/23/2006 09:33:00	Taxpayer Changed	Property Transfer Filing No.: 102588 02/21/2006 by strbaw
02/21/2006	02/22/2006 09:45:00	Excise Processed	Property Transfer Filing No.: 102588, Quit Claim Deed 02/21/2006 by strnls
12/27/2005	12/27/2005 13:28:00	Property Characteristic Changed	2006 Surface Water Units changed from 0.61 to by sascab
01/05/2001	01/05/2001 12:09:00	Taxpayer Changed	Party/Property Relationship by strdlc
01/05/2001	01/05/2001 12:09:00	Owner Added	Party/Property Relationship by strdlc
01/04/2001	01/05/2001 12:09:00	Owner Terminated	Party/Property Relationship by strdlc

**Tax Balance****Distribution of Current Taxes**

District	Rate	Amount	Voted Amount	Non-Voted Amount
MILL CREEK CITY WMA		\$200.00	\$0.00	\$200.00
TOTAL		\$200.00	\$0.00	\$200.00

**Pending Property Values**

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2022	\$365,000.00	\$1,900.00	\$366,900.00	\$0.00	\$0.00	\$0.00

**Levy Rate History**

Tax Year	Total Levy Rate
2020	10.894849
2019	10.766222
2018	11.808291

**Real Property Structures**

Description	Type	Year Built	More Information
No Real Property Structures Found			

**Receipts**

Date	Receipt No.	Amount Tendered	Amount Due
04/05/2021 00:00:00	<a href="#">11473493</a>	\$200.00	\$200.00
05/13/2020 08:34:00	<a href="#">11117624</a>	\$175.00	\$11,662.53
04/18/2019 11:23:00	<a href="#">10441858</a>	\$150.00	\$9,996.45
04/27/2018 08:55:00	<a href="#">9972140</a>	\$156.00	\$13,656.40
04/06/2016 00:00:00	<a href="#">8656972</a>	\$78.00	\$78.00

**Sales History**

Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
02/21/2006	02/22/2006	02/21/2006		\$0.00	102588	QC	S	SNOHOMISH COUNTY	CITY OF MILL CREEK	No

**Property Maps**

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
3312001	28	05	32	NE	<a href="#">View parcel maps for this Township/Range/Section</a>


RETURN TO  
SNOHOMISH COUNTY  
PROPERTY MANAGEMENT  
3000 ROCKEFELLER AVENUE M/S 404  
EVERETT, WA 98201

**NO EXCISE TAX  
REQUIRED**

**FEB 22 2006**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

  
200602220142 2 PGS  
02/22/2006 9:48am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

**QUIT CLAIM DEED**

**Reference #:**

**Grantor:** Snohomish County, a municipal corporation and political subdivision of the State of Washington

**Grantee:** City of Mill Creek, a municipal corporation

**Legal Description:** Parcel A, Plat of Silver Crest

**Assessor's Tax Parcel ID#:** 00625800014700

THE GRANTOR, SNOHOMISH COUNTY, a municipal corporation and political subdivision of the State of Washington, for and in consideration of mutual benefits conveys and quit claims to CITY OF MILL CREEK, a municipal corporation, all of the Grantor's right, title and interest in and to the following described real property, situated in the County of Snohomish, State of Washington

PARCEL A, IN THE PLAT OF SILVER CREST, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29 OF PLATS, PAGES 9 AND 10, RECORDS OF THE AUDITOR OF THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Dated 2-21-2006

SNOHOMISH COUNTY




Snohomish County Executive

**MARK SOINE  
Deputy Executive**

Dated 2-21-2006

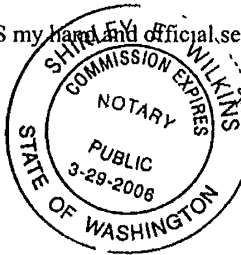
ACCEPTED AND APPROVED  
CITY OF MILL CREEK



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 21<sup>st</sup> day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Some to me known to be the Deputy Executive of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed

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



Shirley E. Wilkins  
NOTARY PUBLIC in and for the State of  
Washington residing at Everett Wa.  
My commission expires 3-29-06

ATTACHMENT F

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

ATTACHMENT F – CITY OF MILL CREEK INVOLVEMENT IN SILVER CREST PARK PROJECT

The City of Mill Creek owns, operates, and maintains Silver Crest Park at 13621 28<sup>th</sup> Dr SE, Mill Creek.

As part of the City's Neighborhood Parks System, the City periodically reviews park features and usage to ensure value and safety to citizens and other park visitors. The City has determined that an upgrade of the Park is warranted, and has included the Design and Construction of upgrades to the Park in the 2021-2022 City Budget.

The City is responsible for planning, design, construction, maintenance, and operation of the Silver Crest Park Upgrade project. Planning for Park features will be done by City staff with inputs from the City Council's Park and Recreation Advisory Board, and other citizen inputs. City staff will also provide planning inputs about maintenance and operations to improve efficiency and effectiveness. City Public Works Engineering staff will manage a contract for Design, and a contract for Construction. Ongoing maintenance and operations are handled by City staff and contracted landscaping services.

ATTACHMENT G

Proof of Insurance



ATTACHMENT G – PROOF OF INSURANCE



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

[www.wciapool.org](http://www.wciapool.org)

7/23/2021

Ref#: 13404

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

Re: City of Mill Creek  
Silver Crest Park Upgrade Project

**Evidence of Coverage**

The City of Mill Creek is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Mill Creek. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Mill Creek all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

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

Rob Roscoe  
Deputy Director

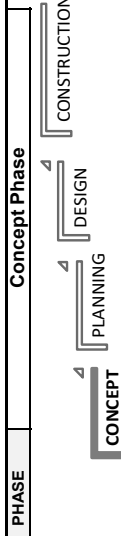
cc: Michael Ciaravino  
Mike Todd-Director of Public Works

ATTACHMENT H

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

<b>PROJECT NAME:</b>	Silver Crest Park Upgrade			
<b>PROJECT #:</b>	19-PARK-02			
<b>DEPARTMENT</b>	Public Works and Development Services			
<b>CATEGORY</b>	Parks Project			
<b>TYPE</b>	Replacement			

## PARKS AND TRAILS



**STRATEGIC PRIORITY**

Community Preservation, Recreational Opportunities, Long-Term Planning

**DESCRIPTION / JUSTIFICATION**

The Silver Crest Park was annexed to the City in 2005 as a part of the Northeast Area Annexation. This .61 acre neighborhood park is located within the Silver Crest subdivision on 28th Drive SE. Amenities include a full basketball court, playground, picnic tables, and a grassy play area. There is currently no irrigation in place at this park and there is room for upgrades in many other areas. This proposed project would include adding irrigation, repainting/restoring the basketball court and fencing, replacement of benches and picnic tables with concrete pads, possible play equipment replacement/upgrade.

**ANTICIPATED OPERATIONS AND MAINTENANCE COSTS**

Operation and maintenance costs are anticipated to increase 30 labor hours per year.

Expenditures	BARS	Prior	2021	2022	2023	2024	2025	2026	Total
Design	317-317-594-76-63-38	-	\$ 30,000						\$ 30,000
Construction	317-317-594-76-63-38	-		\$ 320,000					\$ 320,000
<b>Total Project Expenditures</b>		-	\$ 30,000	\$ 320,000	-	-	-	-	\$ 350,000
Funding Sources	BARS	Prior	2021	2022	2023	2024	2025	2026	Total
REET & Mitigation		-	\$ 30,000	\$ 320,000					\$ 350,000
<b>Total Project Revenues</b>		-	\$ 30,000	\$ 320,000	-	-	-	-	\$ 350,000