



Agenda
Edmonds City Council
COUNCIL CHAMBERS
250 5TH AVE NORTH, EDMONDS, WA 98020

OCTOBER 15, 2019, 7:00 PM

"WE ACKNOWLEDGE THE ORIGINAL INHABITANTS OF THIS PLACE, THE SDOHOBSH (SNOHOMISH) PEOPLE AND THEIR SUCCESSORS THE TULALIP TRIBES, WHO SINCE TIME IMMEMORIAL HAVE HUNTED, FISHED, GATHERED, AND TAKEN CARE OF THESE LANDS. WE RESPECT THEIR SOVEREIGNTY, THEIR RIGHT TO SELF-DETERMINATION, AND WE HONOR THEIR SACRED SPIRITUAL CONNECTION WITH THE LAND AND WATER. - CITY COUNCIL LAND ACKNOWLEDGMENT

- 1. CALL TO ORDER/FLAG SALUTE**
- 2. LAND ACKNOWLEDGMENT**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. AUDIENCE COMMENTS (3-MINUTE LIMIT PER PERSON) - REGARDING MATTERS NOT LISTED ON THE AGENDA AS CLOSED RECORD REVIEW OR AS PUBLIC HEARINGS**
- 6. APPROVAL OF THE CONSENT AGENDA**
 1. Approval of Council Meeting Minutes of October 8, 2019
 2. Approval of claim, payroll and benefit checks, direct deposit and wire payments.
 3. Acknowledgment of Claim for Damages
 4. August 2019 Monthly Financial Report
 5. Proposed 2020 Budget Follow up Memo
 6. ILA Verdant Health Commission - Outdoor Fitness Zones Amendment
 7. Marsh Boardwalk Easement
 8. Hyundai Pedestrian Easement
 9. Lynnwood Mazda Pedestrian Easement
 10. Citywide Pedestrian Enhancements Project - Easements
- 7. PUBLIC HEARING**
 1. Public Hearing on Street Vacation Code Update (60 min)
- 8. COUNCIL COMMITTEE REPORTS**
 1. Monthly Council Subcommittee Reports and Minutes (10 min)
- 9. ACTION ITEMS**
 1. Investment Grade Audit for Citywide ESCO Project (10 min)
 2. 3rd Quarter Budget Amendment (10 min)
 3. Resolution in Opposition to I-976 (10 min)

4. Securitization Requirement for Edmonds Senior Center Grants from the State of Washington (15 min)
5. Authorization for the Mayor to sign a Professional Services Agreement with Tetra Tech for the Ballinger Regional Facility (10 min)

10. STUDY ITEMS

1. Council funding for Sponsorship of the Martin Luther King Tribute (10 min)
2. City Attorney Evaluation (45 min)

11. MAYOR'S COMMENTS

12. COUNCIL COMMENTS

13. CONVENE IN EXECUTIVE SESSION REGARDING PENDING OR POTENTIAL LITIGATION PER RCW 42.30.110(1)(I).

14. RECONVENE IN OPEN SESSION. POTENTIAL ACTION AS A RESULT OF MEETING IN EXECUTIVE SESSION.

ADJOURN

City Council Agenda Item

Meeting Date: 10/15/2019

Approval of Council Meeting Minutes of October 8, 2019

Staff Lead: Scott Passey

Department: City Clerk's Office

Preparer: Scott Passey

Background/History

N/A

Staff Recommendation

Review and approve the draft meeting minutes on the Consent Agenda.

Narrative

N/A

Attachments:

10-08-2019 Draft Coucil Meeting Minutes

EDMONDS CITY COUNCIL DRAFT MINUTES

October 8, 2019

ELECTED OFFICIALS PRESENT

Dave Earling, Mayor
 Adrienne Fraley-Monillas, Council President
 Michael Nelson, Councilmember
 Kristiana Johnson, Councilmember
 Thomas Mesaros, Councilmember
 Diane Buckshnis, Councilmember
 Dave Teitzel, Councilmember
 Neil Tibbott, Councilmember

STAFF PRESENT

Al Compaan, Police Chief
 Phil Williams, Public Works Director
 Patrick Doherty, Econ. Dev & Comm. Serv. Dir.
 Shane Hope, Development Services Director
 Scott James, Finance Director
 Dave Turley, Assistant Finance Director
 Shannon Burley, Deputy Parks & Recreation Dir.
 Scott Passey, City Clerk
 Jerrie Bevington, Camera Operator
 Jeannie Dines, Recorder

1. CALL TO ORDER/FLAG SALUTE

The Edmonds City Council meeting was called to order at 7:00 p.m. by Mayor Earling in the Council Chambers, 250 5th Avenue North, Edmonds. The meeting was opened with the flag salute.

2. LAND ACKNOWLEDGEMENT

Councilmember Mesaros read the City Council Land Acknowledge Statement: “We acknowledge the original inhabitants of this place, the Sdohobsh (Snohomish) people and their successors the Tulalip Tribes, who since time immemorial have hunted, fished, gathered, and taken care of these lands. We respect their sovereignty, their right to self-determination, and we honor their sacred spiritual connection with the land and water.”

3. ROLL CALL

City Clerk Scott Passey called the roll. All elected officials were present.

4. APPROVAL OF AGENDA

COUNCILMEMBER TEITZEL MOVED, SECONDED BY COUNCILMEMBER TIBBOTT, TO APPROVE THE AGENDA IN CONTENT AND ORDER. MOTION CARRIED UNANIMOUSLY.

5. APPROVAL OF CONSENT AGENDA ITEMS

COUNCIL PRESIDENT FRALEY-MONILLAS MOVED, SECONDED BY COUNCILMEMBER TEITZEL, TO APPROVE THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY. The agenda items approved are as follows:

1. **APPROVAL OF COUNCIL MEETING MINUTES OF OCTOBER 1, 2019**
2. **ACKNOWLEDGMENT OF CLAIM FOR DAMAGES**

6. PRESENTATION

1. SNOHOMISH COUNTY PUD ENERGY INCENTIVES AWARD

Public Works Director Phil Williams introduced Wastewater Treatment Plant Manager Pamela Randolph, Electrical/Instrument Technician Dan Korstad and Snohomish County PUD Energy Specialists Allison Grinsell and Jim Conman. He explained the City has had several ESCO projects at the WWTP to deliver quality energy savings which is one of the ways to fund projects. Another way is to work with PUD to receive energy saving payments; when the City does a project that saves a significant amount of energy, some of the cost can be paid for by PUD.

Ms. Randolph reviewed

- In 2010 Plant staff began working with SnoPUD and entered into an Energy Challenge
- Continue to work with PUD to fund replacement of equipment with more efficient options
- WWTP: 2012-2109 PUD Revenue and Dept of Commerce Grant

Year	Intergovt Revenue -PUD	Commerce Grant
2012	\$73,725	
2013	\$51,338	
2014	\$1,792	
2015	\$5,027	\$255,000
2016		
2017	\$11,265	
2018	\$43,880	
2019	\$62,542	
Total	\$249,571	\$255,000
GRAND TOTAL		\$504,571

- Energy projects also saved the City over \$200,000/year in energy savings

Mr. Williams pointed out the \$200,000/year since approximately 2012 totals about \$1.4M in energy savings. That, plus other savings, is about a 30% reduction in the WWTP energy bill since 2012. The WWTP is the City's single largest energy user.

Ms. Grinsell reviewed the screw press and blower project:

- 7% energy savings at the plant
- 250,170 total kWh savings (energy to power 22 standard homes in Snohomish County or the Edmonds Library for a year)
- \$62,542 total incentives
- \$17,500 in avoided PUD changes
- **\$82,042** total project benefit
- Savings achieved through:
 - Replacing belt presses w/screw presses
 - Reducing and/or replacing unneeded miscellaneous equipment
 - Optimizing blower usage based on air demand

Ms. Grinsell said the greatest thing about working with Edmonds WWTP is they come to SnoPUD to inquire about partnering which makes it much easier for SnoPUD to provide incentives, etc.

Mr. Conman explained Wastewater Energy Coaching (WEC) is a strategic energy management program offered by SnoPUD; six wastewater treatment facilities in Snohomish County participate in the program. The program is now in year three but the following results are from performance year two. These are low/no

cost measures, a concerted effort by WWTP staff to find small items around the plant to save money. He reviewed the results for performance year two:

- 8.9% energy savings
- 324,694 total kWh savings (energy to power 28 homes or City Hall and Yost Pool for a year)
- \$27,04 total incentive received
- \$53,145 in avoided PUD charges
- **\$81,059** total WEC benefit
- No cost/low cost measures
 - Reducing spray water
 - Optimization of motors
 - Turning off: heat trace, lighting, etc. when not in use

Mr. Conman commented on the importance of executive leadership for the success of these programs as it sets the example for WWTP staff.

Mr. Williams commented both with ESCO projects and working with partners like PUD, much of the equipment had to be replaced anyway, but some of the expense can be paid for via these programs which in addition to reducing energy costs, also dramatically reduces operations and maintenance costs at the WWTP.

Councilmember Mesaros commented he had a friend who was board member for Puget Sound Energy, a for-profit company as opposed to a public utility district like SnoPUD. He recalled his friend saying it was interesting being a board member for a for-profit utility that gives incentives to their customers not to use their product. He understood why a public utility district would do that, but it is an interesting industry that creates incentives for customers not to use their product. He complimented the WWTP staff for the great work they do and for saving the City and taxpayers money.

Council President Fraley-Monillas commented she has toured the WWTP and asked what a screw press was. Ms. Randolph answered there are many different technologies for thickening solids. The screw press takes a flow of waste-activated sludge and primary sludge, polymer is added to get it to flocculate, and added to a screw inside a tube with holes and as the flow is pushed through, it creates pressure and water is released and the screw pushes it through to compress it. The flow goes from about a 1% solid which approximates dirty water to about the consistency of a moist brownie or cake. There is also a washing mechanism to keep the screw clean. Council President Fraley-Monillas asked if that is then burned. Mr. Williams agreed that was the next phase, running that cake through the pyrolysis. Council President Fraley-Monillas thanked the WWTP for their work.

Councilmember Teitzel agreed the WWTP staff does a great job; he has also taken the tour and was very impressed with the facility. He referred to the screw press and the blower process and asked if that will make it make easier to convert to the pyrolysis method. Ms. Randolph answered absolutely. A few years ago the WWTP put together a pathway to sustainability, things that need to be done in preparation for replacement of the incinerator. The screw press provides the ability to get up to 31% solids versus a belt press that cannot exceed 24%. The capability to get to 30% allows it to go into a dryer and prepare to go into pyrolysis which will meet 70% solids.

Mayor Earling expressed his thanks, recalling he has signed several grants and he appreciated the success each one brings to the City. He thanked the WWTP on behalf of the City and taxpayers for the good work they do.

SnoPUD presented a check to Mayor Earling and the City Council for the WWTP Phase 5 Energy project incentive.

7. AUDIENCE COMMENTS

There were no audience comments.

8. PRESENTATION

1. PRESENTATION OF THE PROPOSED 2020 CITY BUDGET

Mayor Earling presented the proposed 2020 City budget:

“Members of the City Council, staff and Citizens of Edmonds: I am pleased to present to you the City of Edmonds proposed 2020 Budget.

Ladies and Gentlemen, whether you have lived in Edmonds for a long time or a short time you have seen Edmonds transform itself from a quiet Puget Sound suburb into a vibrant, dynamic and active Puget Sound suburb. In fact, we have become a valuable contributing player in the region.

Part of that change certainly comes from the economic and population growth of our entire region as one of the "hot spots" in the nation. Newer major businesses such as Microsoft, Amazon, Starbuck's and Costco, as well as long time businesses such as Boeing, Nordstrom and Paccar, have broadened and increased employment and population in the Puget Sound.

Within the region, counties and cities have had to plan and execute ways in which to accommodate the changes. As we have come out of the deep recession of 2008 we in Edmonds, after taking significant action to reduce spending and revamp our troubled finances of 2008-2011, have since made great progress bringing our community to the strong financial position we are in today.

Our focus since 2011, besides dealing with our finances, has been several: rebuilding much of our infrastructure including roads, water, sewer and storm water systems; enhancing our communication within city government and with the public; improving our many parks; expanding our arts programs; improving our business climate; rebuilding the staff cutbacks of 2011; and the undertaking of some large projects.

Remember, our City is 129 years old. We must continue work each year to update and modernize our infrastructure as mentioned above. As an example, so far we have spent over \$8M the past 7 years on street resurfacing, with another \$1.2M scheduled for next year.

Over the years we have taken on and completed many new large projects: changes at 228th and Highway 99; safety improvements at 76th and Highway 99; the Five Corners round-about; and the Dayton Street project which is currently underway.

More recently: we purchased Civic Field and will begin construction next year on Civic Park; began construction on the new Waterfront Redevelopment; and started the planning process for the long-term Highway 99 improvements; and most recently, completed an extensive study which indicates many of our city-owned facilities need work and we have assembled a list of priorities for maintenance of those properties; in addition, daylighting of Willow Creek will help lead to the restoration of the Marsh and salmon recovery. Large projects, all critical to Edmonds future.

To begin maintenance on the aforementioned city facilities, staff and I have assembled \$1.5M in the 2020 budget for the first stage of the estimated \$6.5M of facilities improvements needed. While we have assembled funds for our portion of the Waterfront Redevelopment and Civic Field, constant vigilance will be needed in meeting those budgets.

Council recalls we had \$10M assembled for major Highway 99 improvements. While we were successful in drawing down \$1M of that amount earlier, the remaining state-funded \$9M becomes available in 2021. The next administration will need to focus on the Legislature and Washington D.C. for long-term funding for the \$150-\$175M project, as well as for the additional state and federal funding needed for the Marsh and Willow Creek projects.

I asked staff in the spring to be cautious in hiring additional staff for next year. They have met that challenge. Next year the budget includes only two new staff positions. In addition we have made a few shifts in job responsibilities and added three new half-time positions.

On the revenue side, we are having another solid year as I mentioned earlier due to our regions very strong economy, and through the efforts of the BID (Edmonds Downtown Alliance), Chamber of Commerce, the Port, and city staff who have worked to increase our reputation as a Daytime Destination.

Our arts community adds to the revenue projections. With high-quality local performance groups, the Center for the Arts, and now with the first designation in the state as a “Creative District” the arts in Edmonds continue to flourish and add to the Daytime Destination.

Without shopping malls or big box stores, we have created an identity which generates the revenue needed to sustain our community’s expectations and quality of life. It is a reputation I hope the new Council and Administration will continue to foster for our future financial wellbeing.

The staff and I found great value in the new process suggested by the Council in addressing the Council priorities. Even though we received the Council priorities very late into the budget development process, the staff and I have worked diligently to address the Council priorities. The exhibit on page 27 itemizes the Council priorities and explains how the priorities are foot noted in my Proposed Budget Book.

In conclusion we offer you a budget which looks to the future and at the same time is focused on making only good decisions for the long term good of our community. Unlike the financial challenges of 2011 we leave you with a city which has a new sense of energy and vitality. We leave you with a very healthy community and a strong Fund Balance. It has been my pleasure to serve the city.”

9. STUDY ITEM

1. MARSH STUDY FINDINGS NEXT STEPS

Council President Fraley-Monillas commented there seemed to be some confusion after last week’s meeting. She thought she was asked at last week’s meeting to develop a committee of Council and perhaps staff to look at Windward’s recommendations and to talk with staff about finances, funding sources, whether it could be in-house or by a consultant, etc. The intent was after that committee looked at Windward’s recommendations, they would go out to the community to begin discussing the issues. Since then, Councilmember Buckshnis tried to put together another subcommittee to work on this. Council President Fraley-Monillas asked for clarification from the Council regarding what they wanted her to do as there certainly could not be two committees doing the same thing. The volunteers for her committee were Councilmembers Buckshnis, Nelson and Johnson and two staff.

Councilmember Buckshnis said the minutes of the last meeting state Councilmember Buckshnis volunteered to head up a task force along with Mr. Lien and Zach and a couple citizens to consider the data and develop some ideas. She envisioned the task force being similar to the Hwy 99 Task Force or the Parking Committee or other task forces the City has had that would look through the material and map out

a course of action for the Council to consider. Council President Fraley-Monillas said her understanding was the Council directed her to create a committee.

Councilmember Mesaros recalled he recommended Council President Fraley-Monillas form a committee. As he understood the Council process, one of the Council President's roles is to appoint people to committees. Although a Councilmember may volunteer to serve, that does not mean they can self-appoint. He recommended the Council President develop a committee structure, bring that back to the Council, discuss the appointments she recommends and proceed accordingly.

Council President Fraley-Monillas commented the committee members have already volunteered; the remaining question was at what point should the committee involve the community.

Councilmember Teitzel echoed Councilmember Mesaros' recommendation. His understanding was that Council President Fraley-Monillas would officially appoint the Councilmembers who volunteered to serve on the committee and he viewed that and Councilmembers volunteering to serve on the committee as one in the same.

Councilmember Mesaros recommended Council President Fraley-Monillas form the group and they take the question about how to engage the public under advisement and present a process to the Council for consideration. The Council has done a good job engaging the public to this point and he envisioned that continuing.

Councilmember Johnson envisioned the group being the most effective if it was comprised of Councilmembers and staff. That would allow them to move quickly through next steps and come up with a recommendation before the end of the year. After that framework is developed, public input can be sought. She said it would be inefficient and ineffective to start a whole new process.

Council President Fraley-Monillas said she had also initially determined this would not be a large term committee and if the Council wanted to do something later that would be appropriate. Two staff and three Councilmembers have volunteered to participate on the committee; the goal will be to first talk about Windward's recommendations, if and how to implement those, and provide recommendations for engaging the public in the future and moving forward. She had thought it would take two meetings but now realizes it may require four meetings.

COUNCILMEMBER JOHNSON MOVED, SECONDED BY COUNCILMEMBER MESAROS, TO AUTHORIZE THE COUNCIL PRESIDENT TO APPOINT A SHORT TERM TASK FORCE FOR THE PURPOSE OF MOVING FORWARD WITH THE MARSH RECOMMENDATIONS.

Councilmember Buckshnis commented the material is massive. She asked for a definition of short term. Councilmember Johnson said by the end of the year.

MOTION CARRIED UNANIMOUSLY.

10. MAYOR'S COMMENTS

Mayor Earling reported Edmonds was awarded a \$1.85M grant by Sound Transit for citywide bicycle improvements due to the good work of the City's Transportation Engineer Bertrand Hauss. The grant will improve bicycle and pedestrian access throughout the City, making it easier and safer to reach the Sounder station and the Mountlake Terrace light rail station. It is a very exciting project; approximately 15-20 cities throughout the region received grants to help facilitate movement of people.

Mayor Earling referred to a new magazine, *WELCOME*, that includes an article regarding the new CEO of Paine Field and about half the magazine is a writeup about Edmonds. He recognized the work of two of the City's contract employees, Ellen Hiatt and Carolyn Douglas, to promote Edmonds.

11. COUNCIL COMMENTS

Councilmember Teitzel reported City staff, Councilmember Mesaros and he have been working on the parking issue, engaging the community in late August/early September both via a survey and a meeting. A lot of great input was received including over 700 responses to the survey with thousands of individual comments. Staff is summarizing that data and determining next steps based on the input provided. The plan is for staff to present that information to Council on October 22. The results of the study will be released to the public shortly after.

Council President Fraley-Monillas advised she will provide a list of who will be on the task force tomorrow.

Councilmember Mesaros reported seeing an announcement on the television news of Edmonds receiving the bicycle grant from Sound Transit. He looked forward to staff presenting a summary of the public input regarding parking. He noted the article in *WELCOME* will bring more people to Edmonds, making the parking study that much more important.

Councilmember Mesaros relayed Councilmembers as well as candidates for office were invited to a reception at the Edmonds Center for the Arts on October 12 prior to the performance by violinist Kelly Hall-Tompkins.

Councilmember Mesaros recognized Yom Kippur, the Day of Atonement, began tonight, when the Jewish committee asks people to seek forgiveness and atonement for any wrongs that have happened over the past year, a sacred holiday in the Jewish faith. He wished all Jewish citizens a good holiday.

Councilmember Buckshnis also recognized the start of Yom Kippur.

Councilmember Buckshnis thanked everyone who dressed up their dogs and attended Halloween Howl which raised over \$1300 to assist Off Leash Area Edmonds (OLAE).

12. CONVENE IN EXECUTIVE SESSION REGARDING PENDING OR POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)

This item was not needed.

13. RECONVENE IN OPEN SESSION. POTENTIAL ACTION AS A RESULT OF MEETING IN EXECUTIVE SESSION

This item was not needed.

14. ADJOURN

With no further business, the Council meeting was adjourned at 7:45 p.m.

City Council Agenda Item

Meeting Date: 10/15/2019

Approval of claim, payroll and benefit checks, direct deposit and wire payments.

Staff Lead: Scott James

Department: Administrative Services

Preparer: Nori Jacobson

Background/History

Approval of claim checks #238873 through #238976 dated October 3, 2019 for \$597,653.35 and checks #238977 through #239106 dated October 10, 2019 for \$201,843.23.

Approval of payroll direct deposit and checks #63930 through #63934 for \$581,259.35, benefit checks #63935 through #63939 and wire payments of \$564,250.35.

Staff Recommendation

Approval of claim, payroll and benefit checks, direct deposit and wire payments.

Narrative

In accordance with the State statutes, City payments must be approved by the City Council. Ordinance #2896 delegates this approval to the Council President who reviews and recommends either approval or non-approval of expenditures.

Attachments:

claims 10-03-19

claims 10-10-19

FrequentlyUsedProjNumbers 10-10-19

payroll summary 10-05-19

payroll benefits 10-10-19

vchlist
10/03/2019 10:19:48AM

Voucher List
City of Edmonds

Page: 1

Bank code : usbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238873	10/3/2019	077232 A&M CONTRACTORS LLC	E8CC.Pmt 1		E8CC.PMT 1 THRU 9/30/19 E8CC.Pmt 1 thru 9/30/19 112.000.68.595.61.65.00 E8CC.Pmt 1 thru 9/30/19 126.000.68.595.61.65.00 E8CC.Pmt 1 thru 9/30/19 422.000.72.594.31.65.20	89,730.56 14,004.19 174,829.60
Total :						278,564.35
238874	10/3/2019	065052 AARD PEST CONTROL	25966		WWTP: 9/30/19 PEST CONTROL SE 9/30/19 Pest Control Service 423.000.76.535.80.41.00 10.4% Sales Tax 423.000.76.535.80.41.00	73.00 7.59
Total :						80.59
238875	10/3/2019	061029 ABSOLUTE GRAPHIX	9186312		P&R LEAGUE SHIRTS: FALL SOFTB P&R LEAGUE SHIRTS: FALL SOFTB 001.000.64.571.25.31.00 10.4% Sales Tax 001.000.64.571.25.31.00	1,089.40 113.30
Total :						1,202.70
238876	10/3/2019	072189 ACCESS INFORMATION MANAGEMENT	7667279-1		ACCOUNT CLOSURE ACTIVITIES account closure activities 001.000.25.514.30.41.00	 4,631.85
Total :						4,631.85
238877	10/3/2019	077000 ADVANCED VALVE TECHNOLOGIES	SIN006417		WATER - PARTS/ SUPPLIES WATER - PARTS/ SUPPLIES 421.000.74.534.80.31.00	 210.00
Total :						210.00
238878	10/3/2019	076696 ALLPLAY SYSTEMS LLC	2019-103		SEAVIEW PARK EWF SEAVIEW PARK EWF	

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Attachment: claims 10-03-19 (Approval of claim, payroll and benefit checks, direct deposit and wire

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Voucher List
City of Edmonds

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Bank code : usbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238878	10/3/2019	076696 ALLPLAY SYSTEMS LLC	(Continued)		001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	1,793.00 186.47
					Total :	1,979.47
238879	10/3/2019	065568 ALLWATER INC	100119036		FINANCE DEPT WATER Finance dept water 001.000.31.514.23.31.00 10.4% Sales Tax 001.000.31.514.23.31.00	 98.30 10.22
			100119037		WWTP: 10/1/19 DRINK WATER SER 10/1/19 DRINK WATER SERVICE 423.000.76.535.80.31.00 10.4% Sales Tax 423.000.76.535.80.31.00	 33.30 3.46
					Total :	145.28
238880	10/3/2019	067736 AMERICANS FOR THE ARTS	181081		AFTA MEMBERSHIP AFTA MEMBERSHIP 117.100.64.573.20.49.00	 200.00
					Total :	200.00
238881	10/3/2019	069751 ARAMARK UNIFORM SERVICES	1991421988		WWTP: UNIFORMS,TOWELS+MATS Mats/Towels 423.000.76.535.80.41.00 Uniforms 423.000.76.535.80.24.00 10.4% Sales Tax 423.000.76.535.80.41.00 10.4% Sales Tax 423.000.76.535.80.24.00	 47.88 3.50 4.98 0.36
			1991431848		WWTP: UNIFORMS,TOWELS+MATS Mats/Towels 423.000.76.535.80.41.00 Uniforms	 47.88

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Attachment: claims 10-03-19 (Approval of claim, payroll and benefit checks, direct deposit and wire

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City of Edmonds

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238881	10/3/2019	069751 ARAMARK UNIFORM SERVICES	(Continued)		423.000.76.535.80.24.00	3.50
					10.4% Sales Tax	
					423.000.76.535.80.41.00	4.98
					10.4% Sales Tax	
			1991431849		423.000.76.535.80.24.00	0.36
					PARKS MAINT UNIFORM SERVICE	
					PARKS MAINT UNIFORM SERVICE	
					001.000.64.576.80.24.00	57.47
					10.4% Sales Tax	
			1991431850		001.000.64.576.80.24.00	5.98
					FACILITIES DIVISION UNIFORMS	
					FACILITIES DIVISION UNIFORMS	
					001.000.66.518.30.24.00	29.12
					10.4% Sales Tax	
					001.000.66.518.30.24.00	3.00
					Total :	209.04
238882	10/3/2019	070305 AUTOMATIC FUNDS TRANSFER	111025		OUT SOURCING OF UTILITY BILLS	
					UB Outsourcing area Printing 664	
					422.000.72.531.90.49.00	42.70
					UB Outsourcing area Printing 664	
					421.000.74.534.80.49.00	42.70
					UB Outsourcing area Printing 664	
					423.000.75.535.80.49.00	44.02
					UB Outsourcing area Postage 664	
					421.000.74.534.80.42.00	132.31
					UB Outsourcing area Postage 664	
					423.000.75.535.80.42.00	132.30
					10.1 % Sales Tax	
					422.000.72.531.90.49.00	4.32
					10.1 % Sales Tax	
					421.000.74.534.80.49.00	4.32
					10.1 % Sales Tax	
					423.000.75.535.80.49.00	4.42

Attachment: claims 10-03-19 (Approval of claim, payroll and benefit checks, direct deposit and wire

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vchlist
10/03/2019 10:19:48AM

Voucher List
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Bank code : usbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238882	10/3/2019	070305	070305 AUTOMATIC FUNDS TRANSFER	(Continued)		Total : 407.17
238883	10/3/2019	001801	AUTOMATIC WILBERT VAULT CO	62355	ROUGH BOX - ROBERTS	
					ROUGH BOX - ROBERTS	
					130.000.64.536.20.34.00	543.00
			62437		ROUGH BOX - RAD	
					ROUGH BOX - RAD	
					130.000.64.536.20.34.00	543.00
					Total :	1,086.00
238884	10/3/2019	061659	BAILEY'S TRADITIONAL TAEKWON	8089 TAEKWON-DO	8089 TAEKWON-DO INSTRUCTION	
					8089 TAEKWON-DO INSTRUCTION	
					001.000.64.571.27.41.00	828.00
					Total :	828.00
238885	10/3/2019	076260	BELAIR, ROGER	8019 8020 PICKLEBALL	8019 8020 PICKLEBALL CLINIC INS'	
					8019 PICKLEBALL CLINIC INSTRUC	
					001.000.64.571.25.41.00	75.00
					8020 PICKLEBALL CLINIC INSTRUC	
					001.000.64.571.25.41.00	150.00
					Total :	225.00
238886	10/3/2019	066673	BILLS BLUEPRINT INC	599350	E8CC.PLANS & SPECS REPRODUC	
					E8CC.Plans & Specs Reproduction	
					112.000.68.542.30.41.00	125.76
					E8CC.Plans & Specs Reproduction	
					126.000.68.542.30.41.00	31.37
					E8CC.Plans & Specs Reproduction	
					422.000.72.542.30.41.00	111.01
					Total :	268.14
238887	10/3/2019	074307	BLUE STAR GAS	1125736-IN	FLEET - AUTO PROPANE 606.3 GAL	
					FLEET - AUTO PROPANE 606.3 GAL	
					511.000.77.548.68.34.12	989.07
			1127963-IN		FLEET - AUTO PROPANE 598.9 GAL	
					FLEET - AUTO PROPANE 598.9 GAL	
					511.000.77.548.68.34.12	978.32

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238887	10/3/2019	074307 BLUE STAR GAS	(Continued) 126861C-IN		FLEET - AUTO PROPANE 599.9 GAL FLEET - AUTO PROPANE 599.9 GAL 511.000.77.548.68.34.12	979.94
Total :						2,947.31
238888	10/3/2019	072005 BROCKMANN, KERRY	8041 8044 YOGA		8041 8044 YOGA INSTRUCTION 8041 YOGA INSTRUCTION 001.000.64.571.27.41.00	609.95
					8044 YOGA INSTRUCTION 001.000.64.571.27.41.00	256.85
			8047 YOGA		8047 YOGA INSTRUCTION 8047 YOGA INSTRUCTION 001.000.64.571.27.41.00	457.60
Total :						1,324.40
238889	10/3/2019	069295 BROWN, CANDY	8036 BIRD CLASS		8036 BACKYARD BIRDS CLASS INS 8036 BACKYARD BIRDS CLASS INS 001.000.64.571.22.41.00	130.90
Total :						130.90
238890	10/3/2019	072571 BUILDERS EXCHANGE	1063509		E8CC.PUBLISH ADDENDUM NO. 1 (C E8CC.Publish Addendum No. 1 Onlin 112.000.68.542.30.41.00	4.08
					E8CC.Publish Addendum No. 1 Onlin 126.000.68.542.30.41.00	1.02
					E8CC.Publish Addendum No. 1 Onlin 422.000.72.542.30.41.00	3.60
Total :						8.70
238891	10/3/2019	076240 CADMAN MATERIALS INC	1689320		PM: CEMENT FOR PAD AT PUBLIC S PM: CEMENT FOR PAD AT PUBLIC S 001.000.64.576.80.31.00	949.35
					10.4% Sales Tax 001.000.64.576.80.31.00	98.75
Total :						1,048.06

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238892	10/3/2019	073029 CANON FINANCIAL SERVICES	20546998		CANON STMT FOR SEPT 2019 CANON STMT FOR SEPT 2019 001.000.23.512.50.45.00 10.4% Sales Tax	59.52
			20547003		001.000.23.512.50.45.00 WWTP: 9/2019 MO CHG CONTRAC 9/2019 MO CHG Monthly Chg - CON 423.000.76.535.80.45.00	6.19
					Total :	148.61
238893	10/3/2019	071816 CARLSON, JESSICA	7948 DRAWING		7948 ADVENTURES IN DRAWING IN 7948 ADVENTURES IN DRAWING IN 001.000.64.571.22.41.00	162.80
			7953 DRAWING		7953 ADVENTURES IN DRAWING IN 7953 ADVENTURES IN DRAWING IN 001.000.64.571.22.41.00	211.20
					Total :	374.00
238894	10/3/2019	003320 CASCADE MACHINERY & ELECTRIC	474055		PM: YOST POOL PUMP REPAIR PM: YOST POOL PUMP REPAIR 001.000.64.576.80.48.00 10.4% Sales Tax	3,384.28
					001.000.64.576.80.48.00	351.97
					Total :	3,736.25
238895	10/3/2019	063902 CITY OF EVERETT	I19003197		WATER QUALITY LAB ANALYSIS WATER QUALITY LAB ANALYSIS 421.000.74.534.80.41.00	1,717.20
					Total :	1,717.20
238896	10/3/2019	022200 CITY OF MOUNTLAKE TERRACE	3625		POSTAGE FOR EDMONDS HALF OF POSTAGE FOR EDMONDS HALF OF 001.000.64.571.22.42.00	7,461.30
					Total :	7,461.30
238897	10/3/2019	075042 COVERALL OF WASHINGTON	7100186322		WWTP: 9/2019 JANITORIAL SERVIC	

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238897	10/3/2019	075042 COVERALL OF WASHINGTON	(Continued)		JANITORIAL SERVICE 423.000.76.535.80.41.00	514.00
					Total :	514.00
238898	10/3/2019	075546 CUBIC SIMULATION SYSTEMS	90035485		INV 90035485 PRISIM LASER INSERT 001.000.41.521.40.35.00	1,910.00
					Total :	1,910.00
238899	10/3/2019	006626 DEPT OF ECOLOGY	MDERRICK-OPAPP		WWTP: MDERRICK - WW OPERATC MDERRICK - WW OPERATOR CER1 423.000.76.535.80.49.00	50.00
					Total :	50.00
238900	10/3/2019	064531 DINES, JEANNIE	19-3959		CITY COUNCIL MTG MINUTES & TR city council meeting minutes, 001.000.25.514.30.41.00	283.50
					Total :	283.50
238901	10/3/2019	072145 DISTINCTIVE WINDOWS INC	21740-2 YOST POOL		YOST POOL - FURNISH AND INSTAI YOST POOL - FURNISH AND INSTAI 001.000.66.518.30.48.00	4,964.40
					10.4% Sales Tax	
					001.000.66.518.30.48.00	516.30
			CITY PARK DEPOSIT		CITY PARK BUILDING - 1/2 OF QUO CITY PARK BUILDING - 1/2 OF QUO 001.000.66.518.30.48.00	5,521.11
					10.4% Sales Tax	
					001.000.66.518.30.48.00	574.20
					Total :	11,576.01
238902	10/3/2019	076172 DK SYSTEMS	23878		OLD PUBLIC WORKS - CHECKED A OLD PUBLIC WORKS - CHECKED A 001.000.66.518.30.48.00	420.00
					10.4% Sales Tax	

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238902	10/3/2019	076172 DK SYSTEMS	(Continued)		001.000.66.518.30.48.00	43.68
Total :						463.68
238903	10/3/2019	074639 DUNLAP INDUSTRIAL HARDWARE INC	302833-1		WATER/ SEWER - PARTS	
					WATER/ SEWER - PARTS	
					423.000.75.535.80.31.00	469.00
					WATER/ SEWER - PARTS	
					421.000.74.534.80.31.00	469.00
					9.8% Sales Tax	
					423.000.75.535.80.31.00	45.96
					9.8% Sales Tax	
					421.000.74.534.80.31.00	45.96
Total :						1,029.92
238904	10/3/2019	007253 DUNN LUMBER	6678690		PS - SUPPLIES	
					PS - SUPPLIES	
					001.000.66.518.30.31.00	20.61
					10.2% Sales Tax	
					001.000.66.518.30.31.00	2.10
			6682292		PS - SUPPLIES	
					PS - SUPPLIES	
					001.000.66.518.30.31.00	24.66
					10.2% Sales Tax	
					001.000.66.518.30.31.00	2.51
Total :						49.88
238905	10/3/2019	076610 EDMONDS HERO HARDWARE	1456		PUBLIC WORKS- E.O.C. SUPPLIES	
					PUBLIC WORKS- E.O.C. SUPPLIES	
					001.000.66.518.30.31.00	13.77
					10.4% Sales Tax	
					001.000.66.518.30.31.00	1.43
			1457		PM SUPPLIES: CONCRETE MIX	
					PM SUPPLIES: CONCRETE MIX	
					001.000.64.576.80.31.00	6.99
					10.4% Sales Tax	

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238905	10/3/2019	076610 EDMONDS HERO HARDWARE	(Continued)			
			1458		001.000.64.576.80.31.00 PM SUPPLIES: NUTS, BOLTS, SCRE PM SUPPLIES: NUTS, BOLTS, SCRE	0.75
					001.000.64.576.80.31.00 10.4% Sales Tax	3.95
			1461		001.000.64.576.80.31.00 PM SUPPLIES PM SUPPLIES	0.41
					001.000.64.576.80.31.00 10.4% Sales Tax	11.18
			1464		001.000.64.576.80.31.00 PM SUPPLIES: WEED & FEED PM SUPPLIES: WEED & FEED	1.16
					001.000.64.576.80.31.00 10.4% Sales Tax	23.95
			1465		001.000.64.576.80.31.00 PM SUPPLIES: SPRAY PAINT PM SUPPLIES: SPRAY PAINT	2.45
					001.000.64.576.80.31.00 10.4% Sales Tax	5.95
			1466		001.000.64.576.80.31.00 PM SUPPLIES: SPRAY PAINT, NUTS PM SUPPLIES: SPRAY PAINT, NUTS	0.62
					001.000.64.576.80.31.00 10.4% Sales Tax	7.58
			1468		001.000.64.576.80.31.00 PM SUPPLIES: BLADE SAW PM SUPPLIES: BLADE SAW	0.75
					001.000.64.576.80.31.00 10.4% Sales Tax	21.95
					001.000.64.576.80.31.00	2.25
					Total :	105.40
238906	10/3/2019	008705 EDMONDS WATER DIVISION	3-01808		LIFT STATION #11 6807 157TH PL S' LIFT STATION #11 6807 157TH PL S'	

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238906	10/3/2019	008705 EDMONDS WATER DIVISION	(Continued)			
			3-03575		423.000.75.535.80.47.10 CLUBHOUSE 6801 N MEADOWDAL CLUBHOUSE 6801 N MEADOWDAL	55.60
			3-07490		001.000.66.518.30.47.00 HAINES WHARF PARK DRINKING F HAINES WHARF PARK DRINKING F	509.17
			3-07525		001.000.64.576.80.47.00 LIFT STATION #12 16100 75TH AVE LIFT STATION #12 16100 75TH AVE	104.28
			3-07709		423.000.75.535.80.47.10 LIFT STATION #15 7701 168TH ST S LIFT STATION #15 7701 168TH ST S	51.22
			3-09350		423.000.75.535.80.47.10 LIFT STATION #4 8313 TALBOT RD / LIFT STATION #4 8313 TALBOT RD /	51.22
			3-09800		423.000.75.535.80.47.10 LIFT STATION #10 17612 TALBOT RD LIFT STATION #10 17612 TALBOT RD	104.28
			3-29875		423.000.75.535.80.47.10 LIFT STATION #9 8001 SIERRA DR / LIFT STATION #9 8001 SIERRA DR /	90.94
			3-38565		423.000.75.535.80.47.10 SPRINKLER FOR RHODIES 18410 9 SPRINKLER FOR RHODIES 18410 9	51.22
			6-01127		001.000.64.576.80.47.00 WWTP: 7/17-9/15/19 METER 2088: 2 7/17-9/15/19 200 2ND AVE S / METE	51.22
			6-01130		423.000.76.535.80.47.64 WWTP: 7/17-9/15/19 METER 9439: 2 7/17-9/15/19 200 2ND AVE S / METI	289.90
			6-01140		423.000.76.535.80.47.64 WWTP: 7/17-9/15/19 METER 501048 7/17-9/15/19 200 2ND AVE S / METE	24.62
					423.000.76.535.80.47.64	3,282.61

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238906	10/3/2019	008705	008705 EDMONDS WATER DIVISION	(Continued)		
					Total :	4,666.34
238907	10/3/2019	075200	EDUARDO ZALDIBAR	7561/2019	E8CC.PUBLIC MEETING FLYER TR/	
					E8CC.Public Meeting Flyer Translatio	
					112.000.68.542.30.41.00	16.42
					E8CC.Public Meeting Flyer Translatio	
					126.000.68.542.30.41.00	4.10
					E8CC.Public Meeting Flyer Translatio	
					422.000.72.542.30.41.00	14.48
					Total :	35.00
238908	10/3/2019	031060	ELECSYS INTERNATIONAL CORP	SIP-E105406	RADIX MONTHLY MAINT AGREEME	
					Radix Monthly Maint Agreement -	
					421.000.74.534.80.48.00	152.00
					Total :	152.00
238909	10/3/2019	008812	ELECTRONIC BUSINESS MACHINES	AR145990	ELECTRONIC STMT FOR SEPT 2019	
					ELECTRONIC STMT SEPT 2019	
					001.000.23.512.50.45.00	14.05
					10.4% Sales Tax	
					001.000.23.512.50.45.00	1.46
			AR146594		ACCT#MK5648 CONTRACT 2600-02	
					Maintenance for printers 09/21/19 -	
					512.000.31.518.88.48.00	307.20
					10.4% Sales Tax	
					512.000.31.518.88.48.00	31.95
					Total :	354.66
238910	10/3/2019	009350	EVERETT DAILY HERALD	EDH874480	CITY ORDINANCE NO. 4160	
					city ordinance no. 4160	
					001.000.25.514.30.41.40	42.00
					Total :	42.00
238911	10/3/2019	076751	FALK, NICHOLAS	NFalk	MILEAGE REIMB SEPT 2019	
					Mileage Reimb Sept - Travel to	
					001.000.62.524.10.43.00	41.95

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238911	10/3/2019	076751 076751 FALK, NICHOLAS	(Continued)		Total :	41.95
238912	10/3/2019	075673 FARMER, MARIA	43228		INTERPRETER 9Z0745441 09-18 INTERPRETER SPANISH~ 001.000.23.512.50.41.01	108.65
					Total :	108.65
238913	10/3/2019	076712 FARWEST CORROSION CONTROL CO	0019128-IN		WWTP: INSPECTION OF ICCP SYS inspection of ICCP System 423.000.76.535.80.41.00	1,724.00
					Total :	1,724.00
238914	10/3/2019	066378 FASTENAL COMPANY	WAMOU55847		TRAFFIC - SUPPLIES TRAFFIC - SUPPLIES 111.000.68.542.64.31.00 10.4% Sales Tax	179.25
			WAMOU55876		111.000.68.542.64.31.00 TRAFFIC - SUPPLIES TRAFFIC - SUPPLIES	18.65
			WAMOU55889		111.000.68.542.64.31.00 10.4% Sales Tax 111.000.68.542.64.31.00 TRAFFIC - SUPPLIES TRAFFIC - SUPPLIES	15.75
					111.000.68.542.64.31.00 10.4% Sales Tax	1.65
					111.000.68.542.64.31.00 10.4% Sales Tax	46.25
					111.000.68.542.64.31.00	4.81
					Total :	266.45
238915	10/3/2019	065427 FCS GROUP	2964-21909029		E8JB.SERVICES THRU 9/20/19 E8JB.Services thru 9/20/19 421.000.74.534.80.41.10 E8JB.Services thru 9/20/19 422.000.72.531.90.41.20 E8JB.Services thru 9/20/19 423.000.75.535.80.41.30	1,834.58
						1,834.58
						1,834.58

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238915	10/3/2019	065427 065427 FCS GROUP	(Continued)		Total :	5,503.75
238916	10/3/2019	009815 FERGUSON ENTERPRISES INC	0799305		WATER INVENTORY - PARTS	
					WATER INVENTORY - PARTS	
					421.000.74.534.80.34.20	2,716.45
					10.4% Sales Tax	
					421.000.74.534.80.34.20	282.51
			0799305-1		WATER INVENTORY - SUPPLIES	
					WATER INVENTORY - SUPPLIES	
					421.000.74.534.80.34.20	278.71
					10.4% Sales Tax	
					421.000.74.534.80.34.20	28.95
			0799857		WATER INVENTORY - PARTS	
					WATER INVENTORY - PARTS	
					421.000.74.534.80.34.30	2,148.34
					10.4% Sales Tax	
					421.000.74.534.80.34.30	223.45
			0799859		WATER INVENTORY - PARTS	
					WATER INVENTORY - PARTS	
					421.000.74.534.80.34.30	4,688.28
					10.4% Sales Tax	
					421.000.74.534.80.34.30	487.58
			0799870		WATER INVENTORY - SUPPLIES	
					WATER INVENTORY - SUPPLIES	
					421.000.74.534.80.34.30	1,684.86
					10.4% Sales Tax	
					421.000.74.534.80.34.30	175.25
			0799870-1		WATER INVENTORY - SUPPLIES	
					WATER INVENTORY - SUPPLIES	
					421.000.74.534.80.34.30	1,655.20
					10.4% Sales Tax	
					421.000.74.534.80.34.30	172.14
					Total :	14,541.70
238917	10/3/2019	011900 FRONTIER	253-012-9189		WWTP: 9/25-10/24/19 AUTO DIALEF	
					9/25-10/24/19 AUTO DIALER - 1 VO	

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238917	10/3/2019	011900 FRONTIER	(Continued)		423.000.76.535.80.42.00	41.58
			425-771-0158		FIRE STATION #16 ALARM AND FAX	
					FIRE STATION #16 ALARM AND FAX	
					001.000.66.518.30.42.00	140.30
			425-771-5553		WWTP: 9/25-10/24/19 AUTO DIALEF	
					9/25-10/24/19 AUTO DIALER - 1 BU	
					423.000.76.535.80.42.00	128.11
			509-022-0049		LIFT STATION #2 VG SPECIAL ACCE	
					LIFT STATION #2 VG SPECIAL ACCE	
					423.000.75.535.80.42.00	26.42
					Total :	336.42
238918	10/3/2019	075538 GAMEZ, OMAR	09192019		PO ACADEMY TEACHING 9/12 AND	
					PO ACADEMY TEACHING 9/12~	
					001.000.23.523.30.43.00	106.99
					Total :	106.99
238919	10/3/2019	012199 GRAINGER	9290987370		STORM - PARTS	
					STORM - PARTS	
					422.000.72.531.10.31.00	132.00
					10.4% Sales Tax	
					422.000.72.531.10.31.00	13.70
			9291749159		FAC MAINT - SUPPLIES	
					FAC MAINT - SUPPLIES	
					001.000.66.518.30.31.00	155.22
					10.4% Sales Tax	
					001.000.66.518.30.31.00	16.12
					Total :	317.12
238920	10/3/2019	076333 HASA INC	658080		WWTP: 9/20/19 SOD. HYPOCHLORI	
					9/20/19 SOD. HYPOCHLORITE	
					423.000.76.535.80.31.53	3,969.62
					10.4% Sales Tax	
					423.000.76.535.80.31.53	412.82

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238920	10/3/2019	076333 076333 HASA INC	(Continued)		Total :	4,382.46
238921	10/3/2019	010900 HD FOWLER CO INC	I5252823		WATER - PARTS/ INVENTORY WATER - PARTS/ INVENTORY 421.000.74.534.80.34.20 10.4% Sales Tax	9,078.60
			I5286903		421.000.74.534.80.34.20 WATER - PARTS COPPER TUBING WATER - PARTS COPPER TUBING 421.000.74.534.80.34.20 10.4% Sales Tax	944.18
			I5286908		421.000.74.534.80.34.20 WATER - INVETORY PARTS WATER - INVETORY PARTS 421.000.74.534.80.34.20 10.4% Sales Tax 421.000.74.534.80.34.20	631.80 65.71
					Total :	11,422.85
238922	10/3/2019	072647 HERRERA ENVIRONMENTAL	45165		EDMONDS WATERFRONT REDEVE EDMONDS WATERFRONT REDEVE 125.000.64.594.76.65.41	351.92
					Total :	351.92
238923	10/3/2019	061013 HONEY BUCKET	0551240104		EDMONDS CEMETERY HONEY BUC EDMONDS CEMETERY HONEY BUC 001.000.64.576.80.45.00	175.00
			0551240105		EDMONDS MARSH HONEY BUCKE EDMONDS MARSH HONEY BUCKE 001.000.64.576.80.45.00	175.00
			0551248742		HUTT PARK HONEY BUCKET HUTT PARK HONEY BUCKET 001.000.64.576.80.45.00	175.00
					Total :	525.00
238924	10/3/2019	073548 INDOFF INCORPORATED	3290231		AVERY INDEX MAKER CLEAR LABE	

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238924	10/3/2019	073548 INDOFF INCORPORATED	(Continued)		Avery Index Maker Clear Label Divide	
					001.000.31.514.23.31.00	221.12
					10.4% Sales Tax	
					001.000.31.514.23.31.00	23.00
		3290926			WWTP: COPY PAPER	
					SNANPL 1120 - Navigator Platinum C	
					423.000.76.535.80.31.00	42.95
					10.4% Sales Tax	
					423.000.76.535.80.31.00	4.47
		3291432			SUPPLIES - PRE INKED STAMP	
					Supplies - pre inked stamp (Engr Div)	
					001.000.62.524.10.31.00	37.86
		3291957			BINDERS FOR 2020 PROPOSED BL	
					Business Source Round-ring Binder -	
					001.000.31.514.23.31.00	119.52
					10.4% Sales Tax	
					001.000.31.514.23.31.00	12.45
		3291958			AVERY INDEX MAKER CLEAR LABE	
					Avery Index Maker Clear Label Divide	
					001.000.31.514.23.31.00	221.12
					10.4% Sales Tax	
					001.000.31.514.23.31.00	23.00
		3293568			P&R SUPPLIES: COPY PAPER	
					P&R SUPPLIES: COPY PAPER	
					001.000.64.571.22.31.00	81.98
					10.4% Sales Tax	
					001.000.64.571.22.31.00	8.53
					Total :	796.02
238925	10/3/2019	064655 INNOVAC	INV14791		WWTP: CLEAN DIGESTER/INCINEF	
					CLEAN DIGESTER/INCINERATOR	
					423.000.76.535.80.48.00	6,304.75
					10.4% Sales Tax	
					423.000.76.535.80.48.00	655.69

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238925	10/3/2019	064655 064655 INNOVAC	(Continued)		Total :	6,960.44
238926	10/3/2019	014940 INTERSTATE BATTERY SYSTEMS	1905701052431		INV 1905701052431 - EDMONDS PC	
					1.5 V AAA BATTERIES- 24 PACK	
					001.000.41.521.10.31.00	19.28
					1.5V AA BATTERIES - 24 PACK	
					001.000.41.521.10.31.00	48.20
					10.4% Sales Tax	
					001.000.41.521.10.31.00	7.02
			300-10062928		FLEET - PARTS RETURN	
					FLEET - PARTS RETURN	
					511.000.77.548.68.31.20	-34.40
					10.4% Sales Tax	
					511.000.77.548.68.31.20	-3.58
			300-10062945		FLEET - PARTS	
					FLEET - PARTS	
					511.000.77.548.68.31.20	89.70
					10.4% Sales Tax	
					511.000.77.548.68.31.20	9.30
					Total :	135.58
238927	10/3/2019	075265 KBA INC	304733		E9CA/E8DC.SERVICES THRU 8/31/19	
					E9CA.Services thru 8/31/19	
					112.000.68.542.61.41.00	2,073.10
					E9CA.Services thru 8/31/19	
					125.000.68.542.30.41.00	1,674.21
					E9CA.Services thru 8/31/19	
					126.000.68.542.30.41.00	1,870.85
					E8DC.Services thru 8/31/19	
					125.000.68.542.30.41.00	1,223.90
					E8DC.Services thru 8/31/19	
					112.000.68.542.61.41.00	4,926.48
					Total :	11,768.57
238928	10/3/2019	077229 KERN, KARLY	KERN LEIRA 09/19		KARLY KERN LEIRA CONFERENCE	
					PER DIEM WALLA WALLA 9/23-9/26	

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238928	10/3/2019	077229 KERN, KARLY	(Continued)		001.000.41.521.40.43.00	127.00
					Total :	127.00
238929	10/3/2019	074417 LAW OFFICE OF CHRISTIAN SMITH	174		CONFLICT COUNSEL 9Z0947517/9Z CONFLICT COUNSEL~ 001.000.39.512.52.41.00	600.00
					Total :	600.00
238930	10/3/2019	075474 LEACH, JENNIFER	9/13/19 REIMBURSE		9/13/2019 BIRD FEST POSTERS EX 9/13/2019 BIRD FEST POSTERS EX 001.000.61.558.70.31.00 10.2% Sales Tax 001.000.61.558.70.31.00	44.90 4.58
					Total :	49.48
238931	10/3/2019	076001 LUCIE R BERNHEIM, ATTY AT LAW	27282		CONFLICT COUNSEL 9Z0060642 G/ CONFLICT COUNSEL~ 001.000.39.512.52.41.00	300.00
			27283		CONFLICT COUNSEL 9Z0400039 H/ CONFLICT COUNSEL ~ 001.000.39.512.52.41.00	300.00
					Total :	600.00
238932	10/3/2019	076316 M&C TECHGROUP NORTH AMERICA	4040784		WWTP: EVACUATE/RECHARGE,RE EVACUATE/RECHARGE,REPLACEM 423.000.76.535.80.48.00 Freight 423.000.76.535.80.48.00	1,482.40 35.00
					Total :	1,517.40
238933	10/3/2019	077076 MAYLOR, UNEEK	09192019		AOC TRAINING UTM 9/23 TO 9/26 AOC TRAINING ON BIT AND ADMIN 001.000.23.512.50.43.00	295.60
					Total :	295.60
238934	10/3/2019	020039 MCMASTER-CARR SUPPLY CO	15936133		WWTP: CPVC PIPE FITTINGS FOR	

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238934	10/3/2019	020039 MCMaster-CARR SUPPLY CO	(Continued)		CPVC PIPE FITTINGS FOR HOT WA	
					423.000.76.535.80.48.00	119.72
					Freight	
					423.000.76.535.80.48.00	9.17
					10.4% Sales Tax	
					423.000.76.535.80.48.00	13.40
			16974130		WWTP: A46 & A47 V-BELTS	
					A46 & A47 V-BELTS	
					423.000.76.535.80.48.00	37.09
					Freight	
					423.000.76.535.80.48.00	11.12
					10.4% Sales Tax	
					423.000.76.535.80.48.00	5.01
					Total :	195.51
238935	10/3/2019	020900 MILLERS EQUIP & RENT ALL INC	313745		PM SUPPLIES: CHAIN, FUEL FILTER	
					PM SUPPLIES: CHAIN, FUEL FILTER	
					001.000.64.576.80.31.00	81.32
					10.4% Sales Tax	
					001.000.64.576.80.31.00	8.46
					Total :	89.78
238936	10/3/2019	067176 MITY LITE INC	00106725		FRANCES ANDERSON CENTER TAI	
					FRANCES ANDERSON CENTER TAI	
					127.000.64.575.50.35.00	4,534.89
					10.4% Sales Tax	
					127.000.64.575.50.35.00	471.63
					Total :	5,006.52
238937	10/3/2019	069923 MOTION INDUSTRIES INC	WA33-799480		WWTP: CECG334010T MOTOR & SI	
					CECG334010T MOTOR & SHEAVE	
					423.000.76.535.80.48.00	556.14
					Freight	
					423.000.76.535.80.48.00	51.64
					10.4% Sales Tax	

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238937	10/3/2019	069923 MOTION INDUSTRIES INC	(Continued)		423.000.76.535.80.48.00	63.21
Total :						670.99
238938	10/3/2019	067834 NATIONAL CONSTRUCTION RENTALS	5505882		PM: CIVIC STADIUM PANELS PM: CIVIC STADIUM PANELS 001.000.64.576.80.45.00 10.4% Sales Tax 001.000.64.576.80.45.00	492.48 51.22
Total :						543.70
238939	10/3/2019	024302 NELSON PETROLEUM	0709587-IN		FLEET - BULK INVENTOTY FLEET - BULK INVENTOTY 511.000.77.548.68.34.21 UNIT B329 - FILTER 511.000.77.548.68.34.40 10.4% Sales Tax 511.000.77.548.68.34.21 10.4% Sales Tax 511.000.77.548.68.34.40	1,756.39 6.94 182.67 0.72
Total :						1,946.72
238940	10/3/2019	024960 NORTH COAST ELECTRIC COMPANY	S009553460.001		WWTP: POWERFLEX 525 AC DRIVE POWERFLEX 525 AC DRIVE - A-B 423.000.76.535.80.48.00 Freight 423.000.76.535.80.48.00 10.4% Sales Tax 423.000.76.535.80.48.00	615.96 16.16 65.74
Total :						697.86
238941	10/3/2019	075542 NORTHWEST LANDSCAPE SUPPLY	3458		PM: TURF MIX PM: TURF MIX 001.000.64.576.80.31.00 10.5% Sales Tax 001.000.64.576.80.31.00	60.00 6.30

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238941	10/3/2019	075542	075542 NORTHWEST LANDSCAPE SUPPLY (Continued)		Total :	66.30
238942	10/3/2019	074866	NORTHWEST PLAYGROUND EQUIPMEN 45758		BENCH AND PLAQUE: GAYDOS BENCH AND PLAQUE: GAYDOS 127.000.64.575.50.31.00 10.4% Sales Tax 127.000.64.575.50.31.00 Total :	 2,578.62 268.18 2,846.80
238943	10/3/2019	025690 NOYES, KARIN	000 00 932		PROF SVCS HPC Meeting Minutes (Date: 8/8/19) 001.000.62.558.60.41.00 000 00 943 PROF SVCS Planning Board Minutes (Mtg Date: 001.000.62.558.60.41.00 Total :	 111.00 425.50 536.50
238944	10/3/2019	067868 NW TANK & ENVIRONMENTAL	80429		WWTP: TANK MONITOR CERTIFICA TANK MONITOR CERTIFICATION & 423.000.76.535.80.41.00 Total :	 275.00 275.00
238945	10/3/2019	070166 OFFICE OF THE STATE TREASURER	September, 2019		COURT, BLDG CODE & JIS TRANS Emergency Medical Services & Traun 001.000.237.120 PSEA 1, 2 & 3 Account 001.000.237.130 Building Code Fee Account 001.000.237.150 State Patrol Death Investigation 001.000.237.330 Judicial Information Systems Account 001.000.237.180 Washington Auto Theft Prevention 001.000.237.250 Traumatic Brain Injury	 772.90 17,267.90 506.00 101.50 3,752.30 1,547.10

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238945	10/3/2019	070166 OFFICE OF THE STATE TREASURER	(Continued)		001.000.237.260 Accessible Communities Acct	593.92
					001.000.237.290 Multi-Model Transportation	99.99
					001.000.237.300 Hwy Safety Acct	99.99
					001.000.237.320 Crime Lab Blood Breath Analysis	456.39
					001.000.237.170 WSP Hwy Acct	1.81
					001.000.237.340	576.46
					Total :	25,776.47
238946	10/3/2019	072739 O'REILLY AUTO PARTS	3685-429368		UNIT PS-17 - PARTS UNIT PS-17 - PARTS	
					511.000.77.548.68.31.10 10.4% Sales Tax	59.97
			3685-430857		511.000.77.548.68.31.10 UNIT 20- PARTS	6.24
					UNIT 20- PARTS	
					511.000.77.548.68.31.10 10.4% Sales Tax	24.70
			3685-431771		511.000.77.548.68.31.10 UNIT G01 - PARTS	2.57
					UNIT G01 - PARTS	
					511.000.77.548.68.31.10 10.4% Sales Tax	5.36
					511.000.77.548.68.31.10	0.56
					Total :	99.40
238947	10/3/2019	002203 OWEN EQUIPMENT COMPANY	00093996		FLEET - CM00093996 FLEET - ITEM NEVER RECEIVED CI	
			00093996 A		511.000.77.548.68.31.10 FLEET CREDIT ORIGINAL INVOICE#	270.02
					FLEET CREDIT ORIGINAL INVOICE#	

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238947	10/3/2019	002203 OWEN EQUIPMENT COMPANY	(Continued)			
			00093996 B		511.000.77.548.68.31.10 FLEET CREDIT FOR SHIPPING & H/ FLEET CREDIT FOR SHIPPING & H/	-248.41
			00094957		511.000.77.548.68.31.10 UNIT 106 - PARTS UNIT 106 - PARTS	-21.61
					511.000.77.548.68.31.10 Freight	252.16
					511.000.77.548.68.31.10 10.4% Sales Tax	23.96
					511.000.77.548.68.31.10	28.72
					Total :	304.81
238948	10/3/2019	075257 PCE PACIFIC INC	CD99052313		WWTP: MILTON ROY ECC BRD COI MILTON ROY ECC BRD CONVERSI	
					423.000.76.535.80.48.00 Freight	1,414.00
					423.000.76.535.80.48.00 10.4% Sales Tax	8.86
					423.000.76.535.80.48.00	147.98
					Total :	1,570.81
238949	10/3/2019	046900 PUGET SOUND ENERGY	200000704821		FRANCES ANDERSON CENTER 700 FRANCES ANDERSON CENTER 700	
			200002411383		001.000.66.518.30.47.00 YOST PARK/POOL 9535 BOWDOIN YOST PARK/POOL 9535 BOWDOIN	708.86
			200007876143		001.000.64.576.80.47.00 OLD PUBLIC WORKS 200 DAYTON OLD PUBLIC WORKS 200 DAYTON	570.89
			200009595790		421.000.74.534.80.47.00 FIRE STATION #16 8429 196TH ST S FIRE STATION #16 8429 196TH ST S	37.45
			200011439656		001.000.66.518.30.47.00 FIRE STATION #20 23009 88TH AVE	157.94

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238949	10/3/2019	046900	PUGET SOUND ENERGY			
			(Continued)			
					FIRE STATION #20 23009 88TH AVE	
					001.000.66.518.30.47.00	48.68
			200016558856		CIVIC CENTER 250 5TH AVE N / ME	
					CIVIC CENTER 250 5TH AVE N / ME	
					001.000.66.518.30.47.00	59.68
			200016815843		FIRE STATION #17 275 6TH AVE N /	
					FIRE STATION #17 275 6TH AVE N /	
					001.000.66.518.30.47.00	130.27
			200017676343		FLEET MAINTENANCE BAY 21105 7	
					FLEET MAINTENANCE BAY 21105 7	
					511.000.77.548.68.47.00	50.15
			200019375639		MEADOWDALE CLUBHOUSE 6801 I	
					MEADOWDALE CLUBHOUSE 6801 I	
					001.000.66.518.30.47.00	51.63
			200019895354		SNO-ISLE LIBRARY 650 MAIN ST / M	
					SNO-ISLE LIBRARY 650 MAIN ST / M	
					001.000.66.518.30.47.00	38.24
			200020415911		PUBLIC WORKS OMC 7110 210TH S	
					PUBLIC WORKS OMC 7110 210TH S	
					001.000.65.518.20.47.00	3.54
					PUBLIC WORKS OMC 7110 210TH S	
					111.000.68.542.90.47.00	13.45
					PUBLIC WORKS OMC 7110 210TH S	
					421.000.74.534.80.47.00	13.45
					PUBLIC WORKS OMC 7110 210TH S	
					423.000.75.535.80.47.10	13.45
					PUBLIC WORKS OMC 7110 210TH S	
					511.000.77.548.68.47.00	13.45
					PUBLIC WORKS OMC 7110 210TH S	
					422.000.72.531.90.47.00	13.44
			200021829581		WWTP: 8/21-9/20/19 METER 00039C	
					8/21-9/20/19 200 2ND AVE S / MET	
					423.000.76.535.80.47.63	44.25
			200024711901		CITY PARK BUILDING 600 3RD AVE	

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238949	10/3/2019	046900 PUGET SOUND ENERGY	(Continued)		CITY PARK BUILDING 600 3RD AVE 001.000.66.518.30.47.00	54.76
					Total :	2,023.56
238950	10/3/2019	070809 PUGET SOUND EXECUTIVE	19-1897		SECURITY 8/28 TO 9/4 SECURITY 8/28 TO 9/4 001.000.23.512.50.41.00	1,361.25
			19-1948		SECURITY 9/9 TO 9/13 SECURITY 9/9 TO 9/13 001.000.23.512.50.41.00	1,003.75
			19-2020		SECURITY 9-16 TO 9-18 SECURITY 9/16 TO 9/18 001.000.23.512.50.41.00	770.00
					Total :	3,135.00
238951	10/3/2019	030780 QUIRING MONUMENTS INC	17896		INSCRIPTION SHUTTER/NICHE-BR/ INSCRIPTION SHUTTER/NICHE-BR/ 130.000.64.536.20.34.00	150.00
					Total :	150.00
238952	10/3/2019	076493 REDSIDE CONSTRUCTION LLC	E5KA.Pmt 16		E5KA.PMT 16 THRU 9/30/19 E5KA.Pmt 16 thru 9/30/19 421.000.74.594.34.65.10	2,208.00
					Total :	2,208.00
238953	10/3/2019	077227 ROADBOTICS INC	2019-10121		E9CA.PAVEMENT RATING SERVICE E9CA.Pavement Rating Services 112.000.68.542.61.41.00	5,350.50
					E9CA.Pavement Rating Services 125.000.68.542.61.41.00	4,321.00
					E9CA.Pavement Rating Services 126.000.68.542.30.41.00	4,828.50
					Total :	14,500.00
238954	10/3/2019	064769 ROMAINE ELECTRIC	5-024462		UNITS PS1, G06,07,09,12, CSI - BAT	

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238954	10/3/2019	064769 ROMAINE ELECTRIC	(Continued)		UNITS PS1, G06,07,09,12, CSI - BAT 511.000.77.548.68.31.10 10.4% Sales Tax 511.000.77.548.68.31.10 Total :	834.57 86.80 921.37
238955	10/3/2019	076905 SAUNDERS, ASHLEY	SAUNDERS EX CL 09/19		SAUNDERS EXPENSE CLAIM - RAC LODGING 9/17/19 001.000.41.521.40.43.00 PER DIEM SHELTON 9/16-9/18/19 001.000.41.521.40.43.00 Total :	123.20 100.00 223.20
238956	10/3/2019	074564 SCHEELE, DARCIE	SCHEELE LEIRA 09/19		SCHEELE EXP CLAIM FOR LEIRA C PER DIEM WALLA WALLA 9/23-9/26 001.000.41.521.40.43.00 Total :	127.00 127.00
238957	10/3/2019	066964 SEATTLE AUTOMOTIVE DIST INC	S3-4797024		FLEET - STOCK PARTS FLEET - STOCK PARTS 511.000.77.548.68.34.40 10.4% Sales Tax 511.000.77.548.68.34.40 FLEET - PARTS FLEET - PARTS 511.000.77.548.68.34.40 10.4% Sales Tax 511.000.77.548.68.34.40 Total :	441.57 45.92 124.74 12.97 625.20
238958	10/3/2019	036955 SKY NURSERY	T-1473923		PM: FLOWER PROGRAM PLANTS PM: FLOWER PROGRAM PLANTS 001.000.64.576.81.31.00 10.2% Sales Tax 001.000.64.576.81.31.00	245.75 25.00

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238958	10/3/2019	036955 036955 SKY NURSERY	(Continued)		Total :	270.79
238959	10/3/2019	073690 SMILEY-FAIRBANKS, MONA	OTF FAIRBANKS		OTF FAIRBANKS OTF FAIRBANKS 117.100.64.573.20.41.00	500.00
					Total :	500.00
238960	10/3/2019	075543 SNO CO PUBLIC DEFENDER ASSOC	2832		SNOCO PUB DEF REIMBURSEMEN SCPDA RECORDS ~ 001.000.39.512.52.41.00	1.25
					SCPDA RECORDS~ 001.000.39.512.52.41.00	17.47
					Total :	18.72
238961	10/3/2019	066754 SNO CO PUBLIC WORKS	I000510843		E4FD.LAKE BALLINGER MONITORII E4FD.Lake Ballinger Monitoring for 20 422.000.72.531.90.41.20	2,968.50
					Total :	2,968.50
238962	10/3/2019	037375 SNO CO PUD NO 1	200274959		TRAFFIC LIGHT 23602 76TH AVE W TRAFFIC LIGHT 23602 76TH AVE W 111.000.68.542.64.47.00	18.32
			200468593		LIFT STATION #4 8311 TALBOT RD / LIFT STATION #4 8311 TALBOT RD / 423.000.75.535.80.47.10	236.70
			200638609		OLD PUBLIC WORKS 200 DAYTON OLD PUBLIC WORKS 200 DAYTON 421.000.74.534.80.47.00	167.05
			200714038		SEAVIEW PARK SEAVIEW PARK 001.000.64.576.80.47.00	19.46
			200748606		TRAFFIC LIGHT 9730 220TH ST SW TRAFFIC LIGHT 9730 220TH ST SW 111.000.68.542.64.47.00	16.60
			200943348		TRAFFIC LIGHT 23202 EDMONDS V TRAFFIC LIGHT 23202 EDMONDS V	

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238962	10/3/2019	037375 SNO CO PUD NO 1	(Continued)			
			201192226		111.000.68.542.64.47.00 TRAFFIC LIGHT 20408 76TH AVE W TRAFFIC LIGHT 20408 76TH AVE W	32.94
			201197084		111.000.68.542.64.47.00 SEAVIEW PARK SEAVIEW PARK	17.51
			201236825		001.000.64.576.80.47.00 FISHING PIER RESTROOMS FISHING PIER RESTROOMS	24.55
			201572898		001.000.64.576.80.47.00 TRAFFIC LIGHT 117 3RD AVE S / ME TRAFFIC LIGHT 117 3RD AVE S / ME	254.39
			201582152		111.000.68.542.64.47.00 TRAFFIC LIGHT 19600 80TH AVE W TRAFFIC LIGHT 19600 80TH AVE W	49.00
			201610276		111.000.68.542.63.47.00 OVERHEAD STREET LIGHTING AT (C OVERHEAD STREET LIGHTING AT (C	33.24
			201611951		130.000.64.536.50.47.00 TRAFFIC LIGHT 20801 76TH AVE W TRAFFIC LIGHT 20801 76TH AVE W	9.16
			201782646		111.000.68.542.63.47.00 TRAFFIC LIGHT 901 WALNUT ST / M TRAFFIC LIGHT 901 WALNUT ST / M	34.98
			201907862		111.000.68.542.64.47.00 TRAFFIC LIGHT 7133 212TH ST SW TRAFFIC LIGHT 7133 212TH ST SW	20.61
			202077194		111.000.68.542.63.47.00 FIRE STATION #20 23009 88TH AVE FIRE STATION #20 23009 88TH AVE	31.51
			202087870		001.000.66.518.30.47.00 LIFT STATION #6 100 PINE ST / ME1 LIFT STATION #6 100 PINE ST / ME1	574.16
			202289096		423.000.75.535.80.47.10 TRAFFIC LIGHT 22400 HWY 99 / ME	160.57

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238962	10/3/2019	037375 SNO CO PUD NO 1	(Continued)		TRAFFIC LIGHT 22400 HWY 99 / ME 111.000.68.542.64.47.00	57.70
			202289120		TRAFFIC LIGHT 23801 HWY 99 / ME TRAFFIC LIGHT 23801 HWY 99 / ME 111.000.68.542.64.47.00	58.16
			202620415		MATHAY BALLINGER PARK IRRIGATION MATHAY BALLINGER PARK IRRIGATION 001.000.64.576.80.47.00	18.89
			220547582		TRAFFIC LIGHT SR104 @ 95TH AVE TRAFFIC LIGHT SR104 @ 95TH AVE 111.000.68.542.63.47.00	39.83
					Total :	1,875.33
238963	10/3/2019	076433 SNOHOMISH COUNTY 911	1855		OCT-19 COMMUNICATION DISPATCH OCT-19 COMMUNICATION DISPATCH 001.000.39.528.00.41.50	70,111.50
					OCT-19 COMMUNICATION DISPATCH 421.000.74.534.80.41.50	1,845.04
					OCT-19 COMMUNICATION DISPATCH 423.000.75.535.80.41.50	1,845.04
					Total :	73,801.58
238964	10/3/2019	070167 SNOHOMISH COUNTY TREASURER	September 2019		Crime Victims Court Remittance Crime Victims Court Remittance 001.000.237.140	421.95
					Total :	421.95
238965	10/3/2019	038300 SOUND DISPOSAL CO	104757		WWTP: 8/2019 ROLLOFF ASH DISPOSAL Ash disposal & taxes 423.000.76.535.80.47.65	3,324.73
					Total :	3,324.73
238966	10/3/2019	074990 STANTEC CONSULTING SERVICES	1564995		E8JA.SERVICES THRU AUGUST 2019 E8JA.Services thru August 2019 421.000.74.594.34.65.41	5,408.76

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238966	10/3/2019	074990	074990 STANTEC CONSULTING SERVICES (Continued)		Total :	5,408.76
238967	10/3/2019	072649	THE WIDE FORMAT COMPANY	118830	MONTHLY SERVICE CONTRACT-HF Sept-19 Maintenance on HP Pagewid 512.000.31.518.88.48.00 10.4% Sales Tax 512.000.31.518.88.48.00	175.00 18.20
					Total :	193.20
238968	10/3/2019	070902	ULVESTAD, KAREN	7998 PHOTOGRAPHY	7998 DIGITAL PHOTOGRAPHY CLA 7998 DIGITAL PHOTOGRAPHY CLA 001.000.64.571.22.41.00	282.00
					Total :	282.00
238969	10/3/2019	067865	VERIZON WIRELESS	9838631279	C/A 571242650-0001 iPhone/iPad Cell Service Bld Dept 001.000.62.524.20.42.00 iPhone/iPad Cell Service City Clerk 001.000.25.514.30.42.00 iPhone/iPad Cell Service Econ 001.000.61.557.20.42.00 iPad Cell Service Council 001.000.11.511.60.42.00 iPhone/iPad Cell Service Court 001.000.23.512.50.42.00 iPhone/iPad Cell Service Developmer 001.000.62.524.10.42.00 iPhone/iPad Cell Service Engineering 001.000.67.518.21.42.00 iPhone/iPad Cell Service Facilities 001.000.66.518.30.42.00 iPhone/iPad Cell Service Finance 001.000.31.514.23.42.00 iPhone/iPad Cell Service HR 001.000.22.518.10.42.00 iPhone/iPad Cell Service IS	506.00 76.81 97.79 440.87 76.81 155.57 1,281.90 250.15 107.79 10.08

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238969	10/3/2019	067865 VERIZON WIRELESS	(Continued)			
					512.000.31.518.88.42.00	332.40
					iPhone/iPad Cell Service Mayor's Offi	
					001.000.21.513.10.42.00	57.78
					iPhone/iPad Cell Service Parks Dept	
					001.000.64.571.21.42.00	57.78
					iPhone/iPad Cell Service Police Dept	
					001.000.41.521.22.35.00	287.00
					iPhone/iPad Cell Service Police Dept	
					001.000.41.521.22.42.00	1,826.20
					Air cards Police Dept	
					001.000.41.521.22.42.00	1,120.28
					iPhone/iPad Cell Service Planning De	
					001.000.62.558.60.42.00	120.00
					iPhone/iPad Cell Service PW Admin	
					001.000.65.518.20.42.00	26.88
					iPhone/iPad Cell Service PW Admin	
					421.000.74.534.80.42.00	7.68
					iPhone/iPad Cell Service PW Admin	
					422.000.72.531.90.42.00	26.88
					iPhone/iPad Cell Service PW Admin	
					423.000.75.535.80.42.00	7.68
					iPhone/iPad Cell Service PW Admin	
					423.000.76.535.80.42.00	7.68
					iPhone/iPad Cell Service PW Street C	
					111.000.68.542.90.42.00	232.38
					iPhone/iPad Cell Service PW Fleet	
					511.000.77.548.68.42.00	57.78
					iPhone/iPad Cell Service PW Water/£	
					421.000.74.534.80.42.00	166.68
					iPhone/iPad Cell Service PW Water/£	
					423.000.75.535.80.42.00	166.68
					iPhone/iPad Cell Service Sewer Dept	
					423.000.75.535.80.42.00	324.67
					iPhone/iPad Cell Service Water	

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238969	10/3/2019	067865 VERIZON WIRELESS	(Continued)			
					421.000.74.534.80.42.00	382.40
					iPad Cell Service Storm	
					422.000.72.531.90.42.00	156.80
					iPad Cell Service Street/Storm	
					111.000.68.542.90.42.00	200.00
					iPad Cell Service Street/Storm	
					422.000.72.531.90.42.00	200.00
					iPhone/iPad Cell Service WWTP	
					423.000.76.535.80.42.00	652.40
					iPhone/iPad Cell Service Parks	
					001.000.64.576.80.42.00	155.50
					iPhone/iPad Cell Service Parks	
					001.000.64.571.21.42.00	97.70
					iPad Cell Service Parks Discovery	
			9838763806		001.000.64.571.23.42.00	40.00
					C/A 772540262-00001	
					Lift Station access	
					512.000.31.518.88.42.00	55.00
					Total :	9,770.50
238970	10/3/2019	047200 WA RECREATION & PARK ASSOC	4871		WRPA CPSI REGISTRATION: ROCK	
					WRPA CPSI REGISTRATION: ROCK	
					001.000.64.576.80.49.00	1,080.00
					Total :	1,080.00
238971	10/3/2019	075283 WAVE	3201-1027483-01		FIBER HIGH SPEED INTERNET SEF	
					High Speed Internet service 10/01/19	
					512.000.31.518.87.42.00	816.00
					Total :	816.00
238972	10/3/2019	075635 WCP SOLUTIONS	11405420		FAC MAINT - SUPPLIES	
					FAC MAINT - SUPPLIES	
					001.000.66.518.30.31.00	203.80
					10.4% Sales Tax	
					001.000.66.518.30.31.00	21.20

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238972	10/3/2019	075635 WCP SOLUTIONS	(Continued) 11407762		FAC MAINT - SUPPLIES FAC MAINT - SUPPLIES 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00	1,728.30 179.74
Total :						2,133.04
238973	10/3/2019	073552 WELCO SALES LLC	7704		UTILITY BILLING - 1000 #9 RETURN UTILITY BILLING - 1000 #9 RETURN 421.000.74.534.80.31.00 UTILITY BILLING - 1000 #9 RETURN 423.000.75.535.80.31.00 UTILITY BILLING - 1000 #9 RETURN 422.000.72.531.90.31.00 10.4% Sales Tax 421.000.74.534.80.31.00 10.4% Sales Tax 423.000.75.535.80.31.00 10.4% Sales Tax 422.000.72.531.90.31.00	36.67 36.67 36.66 36.66 36.66 3.81 3.81 3.82
Total :						121.44
238974	10/3/2019	077218 WISC - EDUCATION	110534		DEPOSIT FOR WEBSITE SOFTWARE Deposit for website software licenses 512.000.31.518.88.41.00	10,250.00
Total :						10,250.00
238975	10/3/2019	064213 WSSUA TREASURER	656		MENS & COED SOFTBALL LEAGUE SOFTBALL LEAGUE UMPIRES 001.000.64.571.25.41.00	3,360.00
Total :						3,360.00
238976	10/3/2019	070432 ZACHOR & THOMAS PS INC	19-EDM0009		SEPT-19 RETAINER Monthly Retainer 001.000.36.515.33.41.00	23,870.10

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238976	10/3/2019	070432	070432 ZACHOR & THOMAS PS INC		(Continued)	
Total :						23,870.10
Bank total :						597,653.35
Total vouchers :						597,653.35

104 Vouchers for bank code : usbank

104 Vouchers in this report

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238977	10/10/2019	076040 911 SUPPLY INC	79029		INV 79029 - EDMONDS PD - S.SWAI BLAUER TROUSER 001.000.41.521.71.24.00	84.99
					TROUSER ALTERATIONS 001.000.41.521.71.24.00	12.00
					10.0% Sales Tax 001.000.41.521.71.24.00	9.70
			79369		INV 79369 - EDMONDS PD - L.DANII PRICE DIFFERENCE FOR EXCHAN	
					001.000.41.521.22.24.00	1.25
					10.0% Sales Tax 001.000.41.521.22.24.00	0.13
			79568		INV 79568 - EDMONDS PD - E.MART BALLISTIC PANELS 001.000.41.521.22.24.00	845.00
					CONCEALABLE CARRIER 001.000.41.521.22.24.00	80.00
					TRAUMA PLATE 001.000.41.521.22.24.00	20.00
					10.0% Sales Tax 001.000.41.521.22.24.00	94.50
			80022		INV 80022 - EDMONDS PD - W.MOF BALLISTIC PANELS 001.000.41.521.22.24.00	845.00
					CONCEALABLE CARRIER 001.000.41.521.22.24.00	80.00
					TRAUMA PLATE 001.000.41.521.22.24.00	20.00
					10.0% Sales Tax 001.000.41.521.22.24.00	94.50
			80023		INV 80023 - EDMONDS PD- K.GONZ BALLILSTIC PANELS 001.000.41.521.22.24.00	845.00
					CONCEALABLE CARRIER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238977	10/10/2019	076040 911 SUPPLY INC	(Continued)			
					001.000.41.521.22.24.00	80.00
					TRAUMA PLATE	
					001.000.41.521.22.24.00	20.00
					10.0% Sales Tax	
			80024		001.000.41.521.22.24.00	94.50
					INV 80024 - EDMONDS PD - D.SMIT	
					6 PATCH INSTALLATIONS	
					001.000.41.521.22.24.00	18.00
					2 PATCH INSTALLATIONS	
					001.000.41.521.22.24.00	6.00
					2 NAME TAPES	
					001.000.41.521.22.24.00	16.00
					10.0% Sales Tax	
					001.000.41.521.22.24.00	4.00
					Total :	3,270.57
238978	10/10/2019	072189 ACCESS INFORMATION MANAGEMENT	7722335		SHREDDING SERVICES	
					Shredding Services	
					001.000.25.514.30.41.00	124.61
					Total :	124.61
238979	10/10/2019	077234 AGHA, ZEINAB	WOTS CONTEST		WOTS WRITING CONTEST AWARD	
					WOTS WRITING CONTEST AWARD	
					117.100.64.573.20.41.00	75.00
					Total :	75.00
238980	10/10/2019	077190 ALLMAN, KAREN MAEDA	WOTS CONTRACT		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	100.00
					Total :	100.00
238981	10/10/2019	077237 ANDERSON, BARBARA	WOTS CONTEST		WOTS WRITING CONTEST AWARD	
					WOTS WRITING CONTEST AWARD	
					117.100.64.573.20.41.00	75.00
					Total :	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238982	10/10/2019	069751 ARAMARK UNIFORM SERVICES	1991441650		WWTP: UNIFORMS,TOWELS+MATS Mats/Towels 423.000.76.535.80.41.00	47.86
					Uniforms 423.000.76.535.80.24.00	3.50
					10.4% Sales Tax 423.000.76.535.80.41.00	4.98
					10.4% Sales Tax 423.000.76.535.80.24.00	0.36
			1991441651		PARKS MAINT UNIFORM SERVICE PARKS MAINT UNIFORM SERVICE 001.000.64.576.80.24.00	62.50
					10.4% Sales Tax 001.000.64.576.80.24.00	6.50
					Total :	125.75
238983	10/10/2019	073794 ARSENAULT-BUCKHAM, MARY	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
					Total :	195.00
238984	10/10/2019	071124 ASSOCIATED PETROLEUM	0114455-IN		WWTP: DIESEL FUEL ULSD #2 DYED - BULK fuel (include 423.000.76.535.80.32.00	3,041.26
					10.4% Sales Tax 423.000.76.535.80.32.00	316.31
					Total :	3,357.57
238985	10/10/2019	070305 AUTOMATIC FUNDS TRANSFER	111182		OUT SOURCING OF UTILITY BILLS UB Outsourcing area Printing 2896 422.000.72.531.90.49.00	186.36
					UB Outsourcing area Printing 2896 421.000.74.534.80.49.00	186.36
					UB Outsourcing area Printing 2896 423.000.75.535.80.49.00	192.00
					UB Outsourcing area Postage 2896	

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238985	10/10/2019	070305	AUTOMATIC FUNDS TRANSFER	(Continued)		
					421.000.74.534.80.42.00	553.34
					UB Outsourcing area Postage 2896	
					423.000.75.535.80.42.00	553.34
					10.1 % Sales Tax	
					422.000.72.531.90.49.00	18.82
					10.1 % Sales Tax	
					421.000.74.534.80.49.00	18.82
					10.1 % Sales Tax	
					423.000.75.535.80.49.00	19.40
					Total :	1,728.44
238986	10/10/2019	001835	AWARDS SERVICE INC	18038		
					SOFTBALL TOURNAMENT TROPHY	
					SOFTBALL TOURNAMENT TROPHY	
					001.000.64.571.22.41.00	15.00
					10.5% Sales Tax	
					001.000.64.571.22.41.00	1.58
					Total :	16.58
238987	10/10/2019	077236	BACKSTROM, JAMES C	WOTS CONTEST		
					WOTS WRITING CONTEST AWARD	
					WOTS WRITING CONTEST AWARD	
					117.100.64.573.20.41.00	75.00
					Total :	75.00
238988	10/10/2019	072577	BAURECHT, MAGRIT	09282019		
					DIVERSITY COMM FILM SERIES PC	
					various ad design adjustments	
					001.000.61.558.70.41.00	85.00
					Diversity Commission Film Series	
					001.000.61.557.20.41.00	500.00
					Diversity Commission Film Series	
					001.000.61.557.20.49.00	95.00
					Holiday Market poster, flyer, and web	
					001.000.61.558.70.41.00	250.00
					Holiday Market poster purchase of im	
					001.000.61.558.70.49.00	25.00
					Holiday Market poster printing	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238988	10/10/2019	072577 BAURECHT, MAGRIT	(Continued)		001.000.61.558.70.49.00	95.00
					10.4% Sales Tax	
					001.000.61.557.20.49.00	9.88
					10.4% Sales Tax	
					001.000.61.558.70.49.00	12.48
					Total :	1,072.36
238989	10/10/2019	077230 BEASON, PAMELA	WOTS CONTRACT		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	100.00
					Total :	100.00
238990	10/10/2019	070641 BHARTI KIRCHNER	WOTS CONTRACT		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	325.00
					Total :	325.00
238991	10/10/2019	073760 BLUELINE GROUP LLC	17658		E7JA.SERVICES THRU 9/28/19	
					E7JA.Services thru 9/28/19	
					421.000.74.594.34.65.41	9,503.00
			17659		E5JB.SERVICES THRU 9/28/19	
					E5JB.Services thru 9/28/19	
					423.000.75.594.35.65.41	6,125.00
					E5JB.Services thru 9/28/19	
					422.000.72.594.31.65.41	6,125.00
					E5JB.Services thru 9/28/19	
					421.000.74.594.34.65.41	6,125.00
					Total :	27,878.00
238992	10/10/2019	075672 BOATWRIGHT, ALICE KARTH	WOTS CONTRACT		WOTS WRITING CONTEST JUDGE	
					WOTS WRITING CONTEST JUDGE	
					117.100.64.573.20.41.00	128.00
			WOTS PRESENTATION		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	155.00

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238992	10/10/2019	075672	075672 BOATWRIGHT, ALICE KARTH	(Continued)	Total :	283.00
238993	10/10/2019	077243 BPAS	10082019		VEBA FEES - NONREP ACCT #4057	
					NONREP VEBA FEES MAY-JULY 20	
					001.000.39.518.61.49.00	668.24
					NONREP VEBA FEES MAY-JULY 20	
					423.000.76.535.80.49.00	15.38
					NONREP VEBA FEES MAY-JULY 20	
					511.000.77.548.68.49.00	15.38
			10819		TEAMSTERS VEBA FEES ACCT #40	
					TEAMSTERS VEBA FEES NOVEMB	
					001.000.39.518.61.49.00	1,083.97
					TEAMSTERS VEBA FEES NOVEMB	
					111.000.68.542.61.49.00	330.32
					TEAMSTERS VEBA FEES NOVEMB	
					421.000.74.534.80.49.00	378.43
					TEAMSTERS VEBA FEES NOVEMB	
					422.000.72.531.90.49.00	330.32
					TEAMSTERS VEBA FEES NOVEMB	
					423.000.75.535.80.49.00	330.32
					TEAMSTERS VEBA FEES NOVEMB	
					423.000.76.535.80.49.00	660.64
					TEAMSTERS VEBA FEES NOVEMB	
					511.000.77.548.68.49.00	93.00
			83119		ADMIN FEES - VEBA ACCT #CITED	
					ADMIN FEES FOR VEBA	
					001.000.39.518.61.49.00	463.73
					ADMIN FEES FOR VEBA	
					111.000.68.542.61.49.00	27.00
					ADMIN FEES FOR VEBA	
					421.000.74.534.80.49.00	35.78
					ADMIN FEES FOR VEBA	
					422.000.72.531.90.49.00	31.73
					ADMIN FEES FOR VEBA	
					423.000.75.535.80.49.00	31.73

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238993	10/10/2019	077243 BPAS	(Continued)		ADMIN FEES FOR VEBA 423.000.76.535.80.49.00 ADMIN FEES FOR VEBA 511.000.77.548.68.49.00 Total :	72.20 12.80 4,581.00
238994	10/10/2019	075312 BRIDGES, SHIRIN	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	890.00 890.00
238995	10/10/2019	076341 BRK THRU DIGITAL LLC	BID-4267		BID/ED! DIGITAL ADVERTISING FOR BID/Ed! Digital marketing for Septem 140.000.61.558.70.41.40 Total :	1,350.00 1,350.00
238996	10/10/2019	072005 BROCKMANN, KERRY	8038 8053 YOGA 8050 8056 YOGA		8038 8053 PILATES AND YOGA INS 8038 PILATES INSTRUCTION 001.000.64.571.27.41.00 8053 YOGA WED W/ KERRY CLASS 001.000.64.571.27.41.00 8050 8056 YOGA INSTRUCTION 8050 YOGA GENTLE WED CLASS IN 001.000.64.571.27.41.00 8056 YOGA TH W/ KERRY CLASS IN 001.000.64.571.27.41.00 Total :	552.75 701.25 453.42 423.50 2,130.92
238997	10/10/2019	077079 BUCHANAN, LAURIE	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	405.00 405.00
238998	10/10/2019	077231 BUXTON, KIRA JANE	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES	

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238998	10/10/2019	077231 BUXTON, KIRA JANE	(Continued)		117.100.64.573.20.41.00	75.00
Total :						75.00
238999	10/10/2019	076240 CADMAN MATERIALS INC	1690493		STREET - SUPPLIES	
					STREET - SUPPLIES	
					111.000.68.542.61.31.00	489.80
					7.8% Sales Tax	
					111.000.68.542.61.31.00	38.21
			1691382		ROADWAY - SUPPLIES & ENVIROM	
					ROADWAY - SUPPLIES & ENVIROM	
					111.000.68.542.31.31.00	428.80
					7.8% Sales Tax	
					111.000.68.542.31.31.00	33.40
			5636317		STREETS - ASPHALT	
					STREETS - ASPHALT	
					111.000.68.542.61.31.00	471.71
					10.0% Sales Tax	
					111.000.68.542.61.31.00	47.17
			5637077		ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	330.80
					10.0% Sales Tax	
					111.000.68.542.31.31.00	33.00
			5637491		ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	209.40
					10.0% Sales Tax	
					111.000.68.542.31.31.00	20.90
Total :						2,103.60
239000	10/10/2019	076378 CAMFIL USA INC	30117928		WWTP: 30/30 FILTERS	
					30/30 filters	
					423.000.76.535.80.31.00	306.00
					10.4% Sales Tax	
					423.000.76.535.80.31.00	31.80

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239000	10/10/2019	076378 076378 CAMFIL USA INC	(Continued)		Total :	337.82
239001	10/10/2019	071816 CARLSON, JESSICA	7950 DRAWING		7950 ADVENTURES IN DRAWING IN 7950 ADVENTURES IN DRAWING IN 001.000.64.571.22.41.00	231.00
					Total :	231.00
239002	10/10/2019	003510 CENTRAL WELDING SUPPLY	RN09190991		WWTP: CYLINDER RENTAL+HAZM/ nitrogen, oxygen, carbon monoxide - 423.000.76.535.80.31.00 10.4% Sales Tax 423.000.76.535.80.31.00	147.90 15.38
					Total :	163.28
239003	10/10/2019	072473 CHANCE, MEGAN	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	185.00
					Total :	185.00
239004	10/10/2019	073135 COGENT COMMUNICATIONS INC	OCT-19		C/A CITYOFED00001 Oct-19 Fiber Optics Internet Connecti 512.000.31.518.87.42.00	406.10
					Total :	406.10
239005	10/10/2019	070323 COMCAST BUSINESS	8498310301175175		CEMETERY INTERNET 820 15TH S1 CEMETERY INTERNET 820 15TH S1 130.000.64.536.20.42.00	138.61
			8498310301175191		MEADOWDALE PRESCHOOL INTEF MEADOWDALE PRESCHOOL INTEF 001.000.64.571.29.42.00	138.61
					Total :	277.22
239006	10/10/2019	077085 CONNALLY, CONNIE	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
					Total :	195.00

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239007	10/10/2019	006200 DAILY JOURNAL OF COMMERCE	3352119		BUSINESS RECRUITMENT ADS FOI Business recruitment ads for Septeml 001.000.61.558.70.41.40	400.00
					Total :	400.00
239008	10/10/2019	074444 DATAQUEST LLC	10124		SEPTEMBER BACKGROUND CHEC BACKGROUND CHECKS 001.000.22.518.10.41.00	240.00
					Total :	240.00
239009	10/10/2019	073823 DAVID EVANS & ASSOC INC	446517		TO 19-01.SERVICES THRU 6/15/19~ TO 19-01.Services thru 6/15/19~ 001.000.245.963	1,989.67
					Total :	1,989.67
239010	10/10/2019	047450 DEPT OF INFORMATION SERVICES	2019090037		CUSTOMER ID# D200-0 SWV#0098 Scan Services for September 2019 512.000.31.518.88.42.00	285.00
					Total :	285.00
239011	10/10/2019	064531 DINES, JEANNIE	19-3963		CITY COUNCIL MTG. MINUTES & TF city council meeting minutes & 001.000.25.514.30.41.00	402.50
					Total :	402.50
239012	10/10/2019	074592 DRISCOLL, SCOTT	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	155.00
					Total :	155.00
239013	10/10/2019	007253 DUNN LUMBER	6688029		PM: SUPPLIES ACCT E000027 PM SUPPLIES: WASHERS, HEX NU 001.000.64.576.80.31.00 10.5% Sales Tax 001.000.64.576.80.31.00	211.75
					Total :	233.98

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239014	10/10/2019	007675 EDMONDS AUTO PARTS	1-100102		PM SUPPLIES: WIX OIL FILTER PM SUPPLIES: WIX OIL FILTER 001.000.64.576.80.31.00 10.4% Sales Tax	8.99
			1-99489		001.000.64.576.80.31.00 PLAZA ROOM - SUPPLIES PLAZA ROOM - SUPPLIES 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00	0.94 6.99 0.75
					Total :	17.68
239015	10/10/2019	076610 EDMONDS HERO HARDWARE	1469		PM SUPPLIES: SCREWS, DRILL BIT PM SUPPLIES: SCREWS, DRILL BIT 001.000.64.576.80.31.00 10.4% Sales Tax	26.74
			1471		001.000.64.576.80.31.00 PM SUPPLIES: NUTS, BOLTS, SCREWS PM SUPPLIES: NUTS, BOLTS, SCREWS 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	2.78 10.16 1.06
					Total :	40.74
239016	10/10/2019	008550 EDMONDS SCHOOL DISTRICT #15	2002381.009		REFUND: PLAZA ROOM DAMAGE D REFUND: PLAZA ROOM DAMAGE D 001.000.239.200	200.00
					Total :	200.00
239017	10/10/2019	009350 EVERETT DAILY HERALD	EDH875764		STREET VACATION CODE UPDATE street vacation code update public 001.000.25.514.30.41.40	78.40
			EDH875950		LEGAL DESCRIP: PLN 2019 0044 Legal Descrip: PLN 2019 0044 001.000.62.558.60.41.00	95.20
			EDH876078		LEGAL DESC: PLN 2018 0064	

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239017	10/10/2019	009350 EVERETT DAILY HERALD	(Continued)		Legal Descp: PLN 2018 0064 001.000.62.558.60.41.00	131.60
					Total :	305.20
239018	10/10/2019	076089 FLANAGAN, KERRIE	WOTS CONTRACT		WOTS MANUSCRIPT CRITIQUES AI WOTS MANUSCRIPT CRITIQUES AI 117.100.64.573.20.41.00	320.00
			WOTS PRESENTATION		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	890.00
					Total :	1,210.00
239019	10/10/2019	075607 FOLKINS, GAIL	WOTS CONTRACT		WOTS MANUSCRIPT CRITIQUES AI WOTS MANUSCRIPT CRITIQUES AI 117.100.64.573.20.41.00	256.00
			WOTS PRESENTATION		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
					Total :	451.00
239020	10/10/2019	071998 FOSTER, KELSEY	BID-8388		BID/ED! COPYWRITING FOR SEPT BID/Ed! copywriting for September 20 140.000.61.558.70.41.00	600.00
			BID-8389		BID/ED! COPYWRITING FOR OCTO BID/Ed! copywriting for October 2019 001.000.61.558.70.41.00	600.00
					Total :	1,200.00
239021	10/10/2019	076251 FREDERICK, SUSAN	WOTS CONTEST		WOTS WRITING CONTEST AWARD WOTS WRITING CONTEST AWARD 117.100.64.573.20.41.00	100.00
					Total :	100.00
239022	10/10/2019	011900 FRONTIER	206-188-0247		TELEMETRY MASTER SUMMARY A TELEMETRY MASTER SUMMARY A 421.000.74.534.80.42.00	271.21

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239022	10/10/2019	011900 FRONTIER	(Continued)		TELEMETRY MASTER SUMMARY A	
					423.000.75.535.80.42.00	271.20
			253-003-6887		LIFT STATION #6 VG SPECIAL ACCE	
					LIFT STATION #6 VG SPECIAL ACCE	
					423.000.75.535.80.42.00	42.15
			425-774-1031		LIFT STATION #8 VG SPECIAL ACCE	
					LIFT STATION #8 TWO VOICE GRAI	
					423.000.75.535.80.42.00	47.50
			425-776-1281		SNO-ISLE LIBRARY ELEVATOR PHC	
					SNO-ISLE LIBRARY ELEVATOR PHC	
					001.000.66.518.30.42.00	59.58
			425-776-5316		425-776-5316 PARKS MAINT FAX LII	
					425-776-5316 PARKS MAINT FAX LII	
					001.000.64.576.80.42.00	109.49
			425-776-6829		CITY HALL ALARM LINES 121 5TH A	
					CITY HALL FIRE AND INTRUSION AI	
					001.000.66.518.30.42.00	140.33
					Total :	941.46
239023	10/10/2019	076778 GO NATIVES! NURSERY	10948		PM: ARBOR DAY PIONEER WAY PL.	
					PM: ARBOR DAY PIONEER WAY PL.	
					001.000.64.576.80.31.00	730.60
					10.2% Sales Tax	
					001.000.64.576.80.31.00	74.52
			11196		PM: CITY PARK PLANTS	
					PM: CITY PARK PLANTS	
					001.000.64.576.80.31.00	62.50
					10.2% Sales Tax	
					001.000.64.576.80.31.00	6.38
					Total :	874.00
239024	10/10/2019	076542 GRANICUS	118529		LEGISLATIVE MANAGEMENT - AGE	
					Legislative management - agenda &	
					001.000.25.514.30.48.00	1,417.51
					10.4% Sales Tax	

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239024	10/10/2019	076542 GRANICUS	(Continued)		001.000.25.514.30.48.00	147.43
Total :						1,564.94
239025	10/10/2019	074722 GUARDIAN SECURITY SYSTEMS	955108		OLD PW - SECURITY OLD PW - SECURITY 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00	55.00 5.73
Total :						60.73
239026	10/10/2019	073796 HARTWELL, ELENA MELISSA	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
Total :						195.00
239027	10/10/2019	076047 HEDREEN, ANN	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	155.00
Total :						155.00
239028	10/10/2019	067862 HOME DEPOT CREDIT SERVICES	1062769		WWTP: 1/4" DRIP TUBING,1/8X1/4 / 1/4" DRIP TUBING,1/8X1/4 ADAPTEI 423.000.76.535.80.48.00 10.2% Sales Tax 423.000.76.535.80.48.00	15.53 1.58
			1083586		WWTP: POLY SHEETING,TIDE LAUN POLY SHEETING,TIDE LAUNDRY S 423.000.76.535.80.31.00 10.2% Sales Tax 423.000.76.535.80.31.00	293.74 29.96
			7015523		WWTP: 2X12 8' PT GC CONSTRUCT 2X12 8' PT GC CONSTRUCTIONS 8 423.000.76.535.80.48.00 10.2% Sales Tax 423.000.76.535.80.48.00	52.11 5.32

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239028	10/10/2019	067862 HOME DEPOT CREDIT SERVICES	(Continued) 7203982		WWTP: SUPER SWEET LIME SUPER SWEET LIME - picked up at 423.000.76.535.80.31.00 10.2% Sales Tax 423.000.76.535.80.31.00	339.00 34.58
Total :						771.82
239029	10/10/2019	061013 HONEY BUCKET	0551257400		HICKMAN PARK HONEY BUCKET HICKMAN PARK HONEY BUCKET 001.000.64.576.80.45.00	607.62
			0551257401		YOST PARK POOL HONEY BUCKET YOST PARK POOL HONEY BUCKET 001.000.64.576.80.45.00	420.86
			0551257402		HAINES WHARF PARK HONEY BUC HAINES WHARF PARK HONEY BUC 001.000.64.576.80.45.00	233.78
			0551257403		PINE STREET PARK HONEY BUCKE PINE STREET PARK HONEY BUCKE 001.000.64.576.80.45.00	113.85
			0551257404		SIERRA PARK HONEY BUCKET SIERRA PARK HONEY BUCKET 001.000.64.576.80.45.00	113.85
			0551257405		WILLOW CREEK FISH HATCHERY F WILLOW CREEK FISH HATCHERY F 001.000.64.576.80.45.00	215.05
			0551257406		CIVIC FIELD 6TH & BELL HONEY BL CIVIC FIELD 6TH & BELL HONEY BL 001.000.64.576.80.45.00	113.85
			0551257407		MARINA BEACH/DOG PARK HONEY MARINA BEACH/DOG PARK HONEY 001.000.64.576.80.45.00	1,394.23
			0551257408		CIVIC CENTER PLAYFIELD HONEY CIVIC CENTER PLAYFIELD HONEY 001.000.64.576.80.45.00	113.85
			0551257409		CIVIC FIELD 6TH & EDMONDS HON	

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239029	10/10/2019	061013 HONEY BUCKET	(Continued)		CIVIC FIELD 6TH & EDMONDS HON 001.000.64.576.80.45.00	203.37
					Total :	3,530.31
239030	10/10/2019	075966 HULBERT, CARRIE	BID-0919ED		BID/ED! PROGRAM MANAGEMENT BID/Ed! program management for 140.000.61.558.70.41.00	2,866.50
					Total :	2,866.50
239031	10/10/2019	076488 HULBERT, MATTHEW STIEG	BID-092019		BID/ED! PHOTOGRAPHY FOR SEPT BID/Ed! photography for September 2 140.000.61.558.70.41.00	600.00
					Total :	600.00
239032	10/10/2019	060165 HWA GEOSCIENCES INC	29692		E5JB.SERVICES THRU 9/28/19 E5JB.Services thru 9/28/19 421.000.74.594.34.65.41	994.85
					E5JB.Services thru 9/28/19 423.000.75.594.35.65.41	994.85
					E5JB.Services thru 9/28/19 422.000.72.594.31.65.41	994.84
			29743		E8FC.SERVICES THRU 9/28/19 E8FC.Services thru 9/28/19 422.000.72.594.31.65.41	845.26
					Total :	3,829.80
239033	10/10/2019	073548 INDOFF INCORPORATED	3296127		POST IT NOTEPADS 3X3 Post it notepads 3x3 001.000.31.514.23.31.00	22.54
					10.4% Sales Tax 001.000.31.514.23.31.00	2.34
			3296487		MOUSE PADS Mouse pads 001.000.31.514.23.31.00	33.20
					10.4% Sales Tax	

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239033	10/10/2019	073548 INDOFF INCORPORATED	(Continued)		001.000.31.514.23.31.00	3.45
					Total :	61.55
239034	10/10/2019	014940 INTERSTATE BATTERY SYSTEMS	300-10063035		PM SUPPLIES: ELECTRICAL TAPE, PM SUPPLIES: ELECTRICAL TAPE, 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	437.25 45.47
					Total :	482.72
239035	10/10/2019	077128 IYER, NALINI	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	100.00
					Total :	100.00
239036	10/10/2019	075062 JAMESTOWN NETWORKS	5592		FIBER OPTICS INTERNET CONNEC Oct-19 Fiber Optics Internet Connecti 512.000.31.518.87.42.00 10.4% Sales Tax 512.000.31.518.87.42.00	500.00 52.00
					Total :	552.00
239037	10/10/2019	077008 JOHNSON, CHARLES	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	4,000.00
					Total :	4,000.00
239038	10/10/2019	074596 JUSINO, ELIZABETH	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	225.00
					Total :	225.00
239039	10/10/2019	077239 KAUFER, DAVID	2002384.009		REFUND: OKTOBERFEST DEPOSIT REFUND: OKTOBERFEST DEPOSIT 001.000.239.200	1,500.00

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239039	10/10/2019	077239 KAUFER, DAVID	(Continued)		Total :	1,500.00
239040	10/10/2019	072650 KCDA PURCHASING COOPERATIVE	300435351		INV 300435351 - EDMONDS PD 10 CASES OF PAPER 001.000.41.521.10.31.00 HANDLING FEE 001.000.41.521.10.31.00 10.4% Sales Tax 001.000.41.521.10.31.00 Total :	 283.20 76.80 29.45 389.45
239041	10/10/2019	074958 KENOWER, WILLIAM	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	 485.00 485.00
239042	10/10/2019	066592 KENYON, KAY	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	 425.00 425.00
239043	10/10/2019	073950 KUBWATER RESOURCES	09011		WWTP: POLYMER Polymer 423.000.76.535.80.31.51 10.4% Sales Tax 423.000.76.535.80.31.51 Total :	 11,372.25 1,182.72 12,555.01
239044	10/10/2019	077240 LA MESA FICTION LLC	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	 1,100.00 1,100.00
239045	10/10/2019	075016 LEMAY MOBILE SHREDDING	4630536		SHREDDING Shredding Services 9/25/19 001.000.25.514.30.41.00 Shredding Services 9/25/19	 12.30

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239045	10/10/2019	075016 LEMAY MOBILE SHREDDING	(Continued)		001.000.31.514.23.41.00	12.30
					Total :	24.60
239046	10/10/2019	070643 LETKO, KENNETH	WOTS CONTRACT		WOTS MANUSCRIPT CRITIQUES AI	
					WOTS MANUSCRIPT CRITIQUES AI	
					117.100.64.573.20.41.00	96.00
			WOTS PRESENTATION		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	560.00
					Total :	656.00
239047	10/10/2019	077084 LEVIN, CAROL	WOTS CONTRACT		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	560.00
					Total :	560.00
239048	10/10/2019	073801 LONG, PRISCILLA	WOTS CONTRACT		WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	310.00
					Total :	310.00
239049	10/10/2019	061900 MARC	0677124-IN		WWTP: DE-LIMBER 05	
					DE-LIMBER 05	
					423.000.76.535.80.31.00	520.00
					10.4% Sales Tax	
					423.000.76.535.80.31.00	54.00
			0677220-IN		WWTP: HD INDUSTRIAL SOLV 55	
					HD INDUSTRIAL SOLV 55	
					423.000.76.535.80.31.00	1,300.75
					10.4% Sales Tax	
					423.000.76.535.80.31.00	135.28
					Total :	2,010.11
239050	10/10/2019	075746 MCMURRAY, LAURA	8082 8085 FELDENKRAI		8082 8085 FELDENKRAIS INSTRUC	
					8082 FELDENKRAIS INSTRUCTION	
					001.000.64.571.27.41.00	244.00

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239050	10/10/2019	075746 MCMURRAY, LAURA	(Continued)		8085 FELDENKRAIS INSTRUCTION 001.000.64.571.27.41.00	117.00
					Total :	361.00
239051	10/10/2019	072223 MILLER, DOUG	9/25/19 GYM MONITOR		9/25/19 BASKETBALL GYM MONITO 9/25/19 BASKETBALL GYM MONITO 001.000.64.571.25.41.00	30.00
					Total :	30.00
239052	10/10/2019	020900 MILLERS EQUIP & RENT ALL INC	313591		STREET - CHAIN STREET - CHAIN 111.000.68.542.71.31.00 10.4% Sales Tax 111.000.68.542.71.31.00	18.00
					Total :	19.92
239053	10/10/2019	077238 MOORE, MARY-LEAH	WOTS CONTEST		WOTS WRITING CONTEST AWARD WOTS WRITING CONTEST AWARD 117.100.64.573.20.41.00	100.00
					Total :	100.00
239054	10/10/2019	064570 NATIONAL SAFETY INC	0555977-IN		WWTP: SENSOR VENTIS & IN DUS SENSOR VENTIS & IN DUST FILTEF 423.000.76.535.80.35.00 Freight 423.000.76.535.80.35.00 10.4% Sales Tax 423.000.76.535.80.35.00	198.00
					Total :	234.40
239055	10/10/2019	075539 NATURE INSIGHT CONSULTING	13		WILLOW CREEK DAYLIGHTING PR Tasks 1 - 4: Parks Project Mgmt and 125.000.64.576.80.41.00 Task 5: Engineering Dept Tasks 422.000.72.594.31.65.41	812.50
						500.00

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239055	10/10/2019	075539	075539 NATURE INSIGHT CONSULTING	(Continued)		
					Total :	1,312.50
239056	10/10/2019	070855	NAVIA BENEFIT SOLUTIONS	10190177	APRIL NAVIA FEES	
					FSA FEES - APRIL 2019	
					001.000.22.518.10.41.00	155.00
				10212004	FSA FEES - SEPTEMBER	
					SEPT. NAVIA FEES	
					001.000.22.518.10.41.00	150.00
					Total :	305.00
239057	10/10/2019	077137	NIEMANN, MICHAEL E	WOTS CONTRACT	WOTS PRESENTATION SERVICES	
					WOTS PRESENTATION SERVICES	
					117.100.64.573.20.41.00	365.00
					Total :	365.00
239058	10/10/2019	024960	NORTH COAST ELECTRIC COMPANY	S009599700.002	WWTP: HOFF TFP41 115V, 50/60HZ	
					HOFF TFP41 115V, 50/60HZ	
					423.000.76.535.80.48.00	477.00
					10.4% Sales Tax	
					423.000.76.535.80.48.00	49.61
					Total :	526.61
239059	10/10/2019	075542	NORTHWEST LANDSCAPE SUPPLY	3465	PM: TURF MIX	
					PM: TURF MIX	
					001.000.64.576.80.31.00	60.00
					10.5% Sales Tax	
					001.000.64.576.80.31.00	6.30
					Total :	66.30
239060	10/10/2019	025690	NOYES, KARIN	000 00 945	ADB MINUTES 10/2/2019	
					ADB Minutes 10/2/2019	
					001.000.62.558.60.41.00	333.00
					Total :	333.00
239061	10/10/2019	076902	OCCUPATIONAL HEALTH CTR OF WA	65624159	DOT TESTING	
					STREET DOT TEST- PLOEGER	
					111.000.68.542.90.41.00	99.00

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239061	10/10/2019	076902 OCCUPATIONAL HEALTH CTR OF WA	(Continued)		WATER DOT TEST - BECK 421.000.74.534.80.41.00	99.00
					Total :	198.00
239062	10/10/2019	026200 OLYMPIC VIEW WATER DISTRICT	0054671		HICKMAN PARK IRRIGATION HICKMAN PARK IRRIGATION 001.000.64.576.80.47.00	2,627.60
			0060860		HICKMAN PARK DRINKING FOUNTA HICKMAN PARK DRINKING FOUNTA 001.000.64.576.80.47.00	129.11
					Total :	2,756.71
239063	10/10/2019	077078 PAOLA, SUZANNE	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
					Total :	195.00
239064	10/10/2019	070962 PAULSONS TOWING INC	120297		INV 120297 - EDMONDS PD TOW GRAY SCION - CS 19-23068 001.000.41.521.22.41.00	189.00
					10.5% Sales Tax 001.000.41.521.22.41.00	19.85
					Total :	208.85
239065	10/10/2019	069633 PET PROS	0017370-IN		INV 0017370-IN -EDMONDS PD DOG FOOD - HOBBS 001.000.41.521.26.31.00	94.98
					10.5% Sales Tax 001.000.41.521.26.31.00	9.97
					Total :	104.95
239066	10/10/2019	074793 PETDATA INC	7974		INV 7974 - EDMONDS PD ONE YEAR LICENSES 31 @ \$4.20 E 001.000.41.521.70.41.00	130.20
					Total :	130.20

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239067	10/10/2019	008400 PETTY CASH	ADMIN PC 10/2/19		POLICE ADMIN PETTY CASH 10/2/1 ENGRAVING ON PERPETUAL PLAC 001.000.41.521.10.31.00 PARKING - BELLEVUE CITY HALL 001.000.41.521.40.43.00 JUROR MILEAGE - BROMAN 001.000.41.521.11.43.00 RANGE SUPPLIES - PLOEGER 001.000.41.521.40.31.00 COOKIES- 8/27 POLICE FOUND. MT 001.000.41.521.10.31.00 CASE OF WATER FOR COMBAT SH 001.000.41.521.40.31.00 DISPOSABLE EARPLUGS-RANGE 001.000.41.521.40.31.00 SCSPCA MTG - 3 BREAKFASTS 001.000.41.521.10.43.00 Total :	10.27 12.00 26.68 21.48 12.99 16.69 35.20 39.00 174.31
239068	10/10/2019	076267 PETTY, RYAN	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	155.00 155.00
239069	10/10/2019	077241 PRENDERGAST, GABRIELLE	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	425.00 425.00
239070	10/10/2019	077083 QUINN, ANNA	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	185.00 185.00
239071	10/10/2019	073885 RANDOLPH, PAMELA	PRandolph2019-2		WWTP: EXPENSE CLAIMS FOR WE WEFTEC Conf.Per Diem Meals, Hote	

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239071	10/10/2019	073885 RANDOLPH, PAMELA	(Continued)		423.000.76.535.80.43.00	1,585.60
					Total :	1,585.60
239072	10/10/2019	061540 REPUBLIC SERVICES #197	3-0197-0800478		FIRE STATION #20 23009 88TH AVE FIRE STATION #20 23009 88TH AVE 001.000.66.518.30.47.00	202.50
			3-0197-0800897		PUBLIC WORKS OMC 7110 210TH S PUBLIC WORKS OMC 7110 210TH S 001.000.65.518.20.47.00	34.20
					PUBLIC WORKS OMC 7110 210TH S 111.000.68.542.90.47.00	130.00
					PUBLIC WORKS OMC 7110 210TH S 421.000.74.534.80.47.00	130.00
					PUBLIC WORKS OMC 7110 210TH S 423.000.75.535.80.47.10	130.00
					PUBLIC WORKS OMC 7110 210TH S 511.000.77.548.68.47.00	130.00
					PUBLIC WORKS OMC 7110 210TH S 422.000.72.531.90.47.00	130.00
			3-0197-0801132		FIRE STATION #16 8429 196TH ST S FIRE STATION #16 8429 196TH ST S 001.000.66.518.30.47.00	218.30
			3-0197-0829729		CLUBHOUSE 6801 N MEADOWDAL CLUBHOUSE 6801 N MEADOWDAL 001.000.66.518.30.47.00	71.40
					Total :	1,177.00
239073	10/10/2019	067447 RILEY, CHARLES H.	67		REIMBURSEMENT REIMBURSEMENT 009.000.39.517.20.23.00	1,208.50
					Total :	1,208.50
239074	10/10/2019	077242 ROBB, CANDACE M	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	75.00

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239074	10/10/2019	077242	077242 ROBB, CANDACE M	(Continued)		Total : 75.00
239075	10/10/2019	074256	RYDIN DECAL	363447	2020 EMPLOYEE PARKING PERMIT 2020 Employee Parking Permits 121.000.25.542.65.31.00	534.90
					Total :	534.90
239076	10/10/2019	067802	SAN DIEGO POLICE EQUIP CO	639409	INV 639409 - EDMONDS PD 9MM MARKING CARTRIDGES 628.000.41.521.23.31.00 .223 MARKING CARTRIDGES 628.000.41.521.23.31.00 10.4% Sales Tax 628.000.41.521.23.31.00	471.10 2,889.80 349.50
					Total :	3,710.50
239077	10/10/2019	065001	SCHIRMAN, RON	65	REIMBURSEMENT REIMBURSEMENT 009.000.39.517.20.29.00	9,610.00
					Total :	9,610.00
239078	10/10/2019	072733	SCHWING BIOSET INC	61422072	WWTP: 6/2019 RENTAL CHG FOR H- 6/2019 RENTAL CHG FOR HYDRAULIC 423.000.76.535.80.48.00	5,000.00
				61422470	WWTP: 8/2019 RENTAL CHG FOR H- 8/2019 RENTAL CHG FOR HYDRAULIC 423.000.76.535.80.48.00	5,000.00
					Total :	10,000.00
239079	10/10/2019	067076	SEATTLE PUMP AND EQUIPMENT CO	207584-1	STORM - SUPPLIES STORM - SUPPLIES 422.000.72.531.40.31.00 10.4% Sales Tax	1,919.95
				207744-1	422.000.72.531.40.31.00 STORM - RETURNED ITEMS STORM - RETURNED ITEMS 422.000.72.531.40.31.00	199.60 -80.00

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239079	10/10/2019	067076 SEATTLE PUMP AND EQUIPMENT CO	(Continued)		10.4% Sales Tax 422.000.72.531.40.31.00	-8.32
					Total :	2,031.31
239080	10/10/2019	066918 SEDOR, NORMAN	66		REIMBURSEMENT REIMBURSEMENT 009.000.39.517.20.29.00	9,042.36
					Total :	9,042.36
239081	10/10/2019	074997 SEITEL SYSTEMS, LLC	49748		ONSITE COMPUTER SUPPORT Onsite computer support - 9/10/19 512.000.31.518.88.41.00	552.50
					Total :	552.50
239082	10/10/2019	077173 SELECT HOMES INC	141415		SELECT HOMES HYDRANT DEPOS SELECT HOMES HYDRANT DEPOS 421.000.245.110	900.00
					Total :	900.00
239083	10/10/2019	066748 SNO CO DEPT OF INFO SERVICES	1000511194		2019 FIBER NETWORK HOSTING S 2019 Fiber Network Hosting Services 512.000.31.518.87.42.00	600.00
					Total :	600.00
239084	10/10/2019	075543 SNO CO PUBLIC DEFENDER ASSOC	2873		SNO CO PUB DEF CONTRACT SEPT CONTRACT COST 001.000.39.512.52.41.00	28,448.95
					Total :	28,448.95
239086	10/10/2019	037375 SNO CO PUD NO 1	200124873		TRAFFIC LIGHT 9933 100TH AVE W TRAFFIC LIGHT 9933 100TH AVE W 111.000.68.542.64.47.00	40.46
			200202919		LIFT STATION #8 113 RAILROAD AV LIFT STATION #8 113 RAILROAD AV 423.000.75.535.80.47.10	63.81
			200386456		CLUBHOUSE 6801 MEADOWDALE I	

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239086	10/10/2019	037375 SNO CO PUD NO 1	(Continued)			
			200422418		CLUBHOUSE 6801 MEADOWDALE I 001.000.66.518.30.47.00	66.99
			200493153		FRANCES ANDERSON CENTER 700 FRANCES ANDERSON CENTER 700 001.000.66.518.30.47.00	1,378.27
			200663953		TRAFFIC LIGHT 22000 76TH AVE W TRAFFIC LIGHT 22000 76TH AVE W 111.000.68.542.64.47.00	38.61
			200913853		ANWAY PARK 131 SUNSET AVE / MI ANWAY PARK 131 SUNSET AVE / MI 001.000.64.576.80.47.00	99.47
			201054327		DECORATIVE LIGHTING 115 2ND A DECORATIVE LIGHTING 115 2ND A 111.000.68.542.63.47.00	18.89
			201265980		BRACKETT'S LANDING NORTH 50 F BRACKETT'S LANDING NORTH 50 F 001.000.64.576.80.47.00	43.69
			201374964		LIFT STATION #12 16121 75TH PL V LIFT STATION #12 16121 75TH PL V 423.000.75.535.80.47.10	160.50
			201501277		LIFT STATION #11 6811 1/2 157TH P LIFT STATION #11 6811 1/2 157TH P 423.000.75.535.80.47.10	24.09
			201532926		LIFT STATION #14 7905 1/2 211TH P LIFT STATION #14 7905 1/2 211TH P 423.000.75.535.80.47.10	19.05
			201557303		LIFT STATION #7 121 W DAYTON ST LIFT STATION #7 121 W DAYTON ST 423.000.75.535.80.47.10	160.89
			201563434		CEMETERY BUILDING CEMETERY BUILDING 130.000.64.536.50.47.00	61.64
					TRAFFIC LIGHT 660 EDMONDS WA TRAFFIC LIGHT 660 EDMONDS WA 111.000.68.542.64.47.00	29.72

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239086	10/10/2019	037375 SNO CO PUD NO 1	(Continued) 201594488		LIFT STATION #15 7710 168TH PL S LIFT STATION #15 7710 168TH PL S 423.000.75.535.80.47.10	21.01
			201656907		DECORATIVE LIGHTING 413 MAIN S DECORATIVE LIGHTING 413 MAIN S 111.000.68.542.63.47.00	146.76
			201703758		PEDEST CAUTION LIGHT 23190 100 PEDEST CAUTION LIGHT 23190 100 111.000.68.542.64.47.00	30.77
			201711785		STREET LIGHTING (183 LIGHTS @ STREET LIGHTING (183 LIGHTS @ 111.000.68.542.63.47.00	8.67
			201762101		415 5TH AVE S 415 5TH AVE S 001.000.64.576.80.47.00	24.26
			202139655		BRACKETT'S LANDING SOUTH 100 BRACKETT'S LANDING SOUTH 100 001.000.64.576.80.47.00	31.52
			202161535		CEMETERY WELL PUMP CEMETERY WELL PUMP 130.000.64.536.50.47.00	129.86
			202356739		TRAFFIC LIGHT 21530 76TH AVE W TRAFFIC LIGHT 21530 76TH AVE W 111.000.68.542.64.47.00	32.38
			202421582		LOG CABIN & DECORATIVE LIGHTING LOG CABIN & DECORATIVE LIGHTING 001.000.66.518.30.47.00	61.67
			202499539		LIFT STATION #1 105 CASPERS ST LIFT STATION #1 105 CASPERS ST 423.000.75.535.80.47.10	433.13
			202529186		STREET LIGHTING (303 LIGHTS @ STREET LIGHTING (303 LIGHTS @ 111.000.68.542.63.47.00	3,935.53
			202529202		STREET LIGHTING (13 LIGHTS @ 4 STREET LIGHTING (13 LIGHTS @ 4	

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239086	10/10/2019	037375 SNO CO PUD NO 1	(Continued)			
			202579488		111.000.68.542.63.47.00 STREET LIGHTING (58 LIGHTS @ 2 STREET LIGHTING (58 LIGHTS @ 2	110.56
			202579520		111.000.68.542.63.47.00 WWTP: 9/1-9/30/19 ENERGY MGMT 9/1-9/30/19 ENERGY MANAGEMEN	378.80
			204292213		423.000.76.535.80.47.61 CHARGE STATION #1 552 MAIN ST, CHARGE STATION #1 552 MAIN ST,	9.48
			204467435		111.000.68.542.64.47.00 HAZEL MILLER PLAZA HAZEL MILLER PLAZA	90.47
			204714893		001.000.64.576.80.47.00 STREET LIGHTING (1 LIGHT @ 150' STREET LIGHTING (1 LIGHT @ 150'	21.48
			204714927		111.000.68.542.63.47.00 STREET LIGHTING (18 LIGHTS @ 2 STREET LIGHTING (18 LIGHTS @ 2	5.12
			204714935		111.000.68.542.63.47.00 STREET LIGHTING (5 LIGHTS @ 40 STREET LIGHTING (5 LIGHTS @ 40	120.00
			204714943		111.000.68.542.63.47.00 STREET LIGHTING (2 LIGHTS @ 10 STREET LIGHTING (2 LIGHTS @ 10	60.00
			204714950		111.000.68.542.63.47.00 STREET LIGHTING (26 LIGHTS @ 2 STREET LIGHTING (26 LIGHTS @ 2	15.26
			205307580		111.000.68.542.63.47.00 DECORATIVE & STREET LIGHTING DECORATIVE & STREET LIGHTING	95.50
			220792758		111.000.68.542.64.47.00 TRAFFIC LIGHT 22730 HWY 99 - ME TRAFFIC LIGHT 22730 HWY 99 - ME	157.42
			221593742		111.000.68.542.64.47.00 TRAFFIC LIGHT 21132 76TH AVE W	164.70

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239086	10/10/2019	037375 SNO CO PUD NO 1	(Continued)		TRAFFIC LIGHT 21132 76TH AVE W 111.000.68.542.64.47.00	79.51
					Total :	8,370.00
239087	10/10/2019	038300 SOUND DISPOSAL CO	103583		CIVIC CENTER 250 5TH AVE N CIVIC CENTER 250 5TH AVE N 001.000.66.518.30.47.00	689.57
			103584		WWTP: RECYCLING Recycling + taxes 423.000.76.535.80.47.66	38.75
			103585		FRANCES ANDERSON CENTER 700 FRANCES ANDERSON CENTER 700 001.000.66.518.30.47.00	724.42
			103586		SNO-ISLE LIBRARY 650 MAIN ST SNO-ISLE LIBRARY 650 MAIN ST 001.000.66.518.30.47.00	627.02
			103587		PARKS MAINT GARBAGE AND REC PARKS MAINT GARBAGE AND REC 001.000.64.576.80.47.00	1,123.80
			103588		CITY HALL 121 5TH AVE N CITY HALL 121 5TH AVE N 001.000.66.518.30.47.00	459.89
					Total :	3,663.41
239088	10/10/2019	077080 SULLIVAN, MATTHEW JAMES	WOTS CONTRACT		WOTS MANUSCRIPT CRITIQUES AI WOTS MANUSCRIPT CRITIQUES AI 117.100.64.573.20.41.00	256.00
			WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00	195.00
					Total :	451.00
239089	10/10/2019	068360 SUMMIT LAW GROUP	107301		INV 107301 CLIENT 20119-19 MCB GRIEVANCE ARBITRATION - PD 001.000.41.521.10.41.00	3,360.00

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239089	10/10/2019	068360	068360 SUMMIT LAW GROUP	(Continued)		
					Total :	3,360.00
239090	10/10/2019	040917	TACOMA SCREW PRODUCTS INC	18256045	PARK MAINT - SUPPLIES PARK MAINT - SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	244.28 25.41
					Total :	269.69
239091	10/10/2019	075587	THE UPS STORE #6392	0005	WWTP: 9/10 & 9/11/19 SHIP CHGS 9/10 Ship Chg: \$150.20 + 9/11/19 Shi 423.000.76.535.80.42.00	 172.84
					Total :	172.84
239092	10/10/2019	073749	THE WATERSHED COMPANY	2019-1280	TREE BOARD CONSULTANTS Tree Board Consultants 001.000.62.524.10.41.00	 167.80
					Total :	167.80
239093	10/10/2019	072469	THOMAS, KIM	WOTS CONTRACT	WOTS OPERATIONS ASSISTANCE WOTS OPERATIONS ASSISTANCE 117.100.64.573.20.41.00	 210.00
					Total :	210.00
239094	10/10/2019	076613	THOMCO CONSTRUCTION INC	E6DA.Pmt 6	E6DA.PMT 6 THRU 9/30/19 E6DA.Pmt 6 thru 9/30/19 126.000.68.595.61.65.00 E6DA.Pmt 6 thru 9/30/19 422.000.72.594.31.65.20	 898.96 572.35
					Total :	1,471.25
239095	10/10/2019	038315	THYSSENKRUPP ELEVATOR	US53022	ELEVATOR MAINTENANCE MUSEUI ELEVATOR MAINTENANCE MUSEUI 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00	 394.45 41.00
				US53323	ELEVATOR MAINTENANCE CITY HA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
239095	10/10/2019	038315 THYSSENKRUPP ELEVATOR	(Continued)		ELEVATOR MAINTENANCE CITY HA 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00 Total :	1,416.98 147.37 1,999.87
239096	10/10/2019	074123 TRAHAN, ROBERTA NEL	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	155.00 155.00
239097	10/10/2019	077129 TREIGER, KAREN I	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	155.00 155.00
239098	10/10/2019	077070 UNITED RECYCLING & CONTAINER	85321		STORM & PARKS MAINT DUMP FEE PARKS MAINTENANCE - DUMP FEE 001.000.64.576.80.47.00 STORM - DUMP FEES 422.000.72.531.10.49.00 Total :	615.00 315.00 930.00
239099	10/10/2019	044960 UTILITIES UNDERGROUND LOC CTR	9090153		UTILITIES UNDERGROUND LOCATI UTILITIES UNDERGROUND LOCATI 421.000.74.534.80.41.00 UTILITIES UNDERGROUND LOCATI 422.000.72.531.90.41.00 UTILITIES UNDERGROUND LOCATI 423.000.75.535.80.41.00 Total :	113.66 113.66 117.11 344.43
239100	10/10/2019	077235 VOGEL, DIANNE C	WOTS CONTEST		WOTS WRITING CONTEST AWARD WOTS WRITING CONTEST AWARD 117.100.64.573.20.41.00	100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
239100	10/10/2019	077235	077235 VOGEL, DIANNE C		(Continued)	Total : 100.00
239101	10/10/2019	065035	WASHINGTON STATE PATROL	I20002148	INV I20002148 - EDMONDS PD 16 BACKGROUND CHECKS 001.000.237.100	212.00 Total : 212.00
239102	10/10/2019	075635	WCP SOLUTIONS	11407761	PARK MAINT: SUPPLIES PARK MAINT: SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax	245.25
				11414290	001.000.64.576.80.31.00 PARK MAINT: SUPPLIES PARK MAINT: SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax	25.51 56.51
				11418744	001.000.64.576.80.31.00 PARK MAINT: SUPPLIES PARK MAINT: SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax	5.88 126.84
				11418745	001.000.64.576.80.31.00 PARK MAINT: SUPPLIES PARK MAINT: SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	13.19 678.50 70.56 Total : 1,222.24
239103	10/10/2019	073552	WELCO SALES LLC	7696	BUSINESS CARDS - HR, PW, FAC M HR - JESSICA NEILL & CRAIG COTT 001.000.22.518.10.31.00 FAC MAINT - STEVE MILLER 001.000.66.518.30.31.00 STORMWATER - MIKE JOHNSON 422.000.72.531.90.31.00	69.12 34.56 34.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
239103	10/10/2019	073552 WELCO SALES LLC	(Continued)		SEWER - TIM HARRIS 423.000.75.535.80.31.00 PUBLIC WORKS - CHELSEA MERRI 001.000.65.518.20.31.00 10.4% Sales Tax 001.000.22.518.10.31.00 10.4% Sales Tax 001.000.66.518.30.31.00 10.4% Sales Tax 422.000.72.531.90.31.00 10.4% Sales Tax 423.000.75.535.80.31.00 10.4% Sales Tax 001.000.65.518.20.31.00 Total :	19.56 54.12 7.19 3.59 3.59 2.00 5.64 233.96
239104	10/10/2019	072627 WEST SAFETY SERVICES INC	7010843		MONTHLY 911 DATABASE MAINT Monthly 911 database maint 512.000.31.518.88.48.00 Total :	200.00 200.00
239105	10/10/2019	075743 WHISTLE WORKWEAR OF SHORELINE	SHO3653		PM: WORK WEAR - KAMACHO PM: WORK WEAR - KAMACHO 001.000.64.576.80.31.00 10.2% Sales Tax 001.000.64.576.80.31.00 Total :	182.70 18.64 201.37
239106	10/10/2019	077127 WONG, SHAWN H	WOTS CONTRACT		WOTS PRESENTATION SERVICES WOTS PRESENTATION SERVICES 117.100.64.573.20.41.00 Total :	100.00 100.00
129 Vouchers for bank code : usbank						Bank total : 201,843.25

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Voucher List
City of Edmonds

Bank code : usbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
129	Vouchers in this report					Total vouchers : 201,843.25

Attachment: claims 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire

PROJECT NUMBERS (By Project Title)

<u>Funding</u>	<u>Project Title</u>	<u>Project Accounting Number</u>	<u>Engineering Project Number</u>
STM	12th Ave & Sierra Stormwater System Improvements	c484	E5FE
STM	174th St. & 71st Ave Storm Improvements	c521	E8FB
STM	183rd PI SW Storm Repairs	c491	E6FE
SWR	2016 Sanitary Sewer Replacement Projects	c469	E5GA
SWR	2017 Sanitary Sewer Replacement Project	i013	E6GA
WTR	2017 Waterline Replacement Projects	i014	E6JB
STM	2018 Lorian Woods Study	s018	E8FA
STR	2018 Minor Sidewalk Project	i032	E8DA
STR	2018 Overlay Program	i030	E8CB
SWR	2018 Sewerline Overlays	i035	E8CE
SWR	2018 Sewerline Replacement Project	c492	E6GC
STR	2018 Traffic Calming	i027	E8AA
WTR	2018 Waterline Overlays	i034	E8CD
WTR	2018 Waterline Replacement Project	c493	E6JC
STR	2019 Downtown Parking Study	s021	E9AC
STR	2019 Guardrail Install	i039	E9AB
STR	2019 Overlay Program	i036	E9CA
STR	2019 Pedestrian Safety Program	i041	E9DB
SWR	2019 Sewerline Replacement Project	c516	E8GA
STM	2019 Storm Maintenance Project	c525	E8FC
WTR	2019 Swedish Waterline Replacement	c523	E8JA
STR	2019 Traffic Calming	i038	E9AA
STR	2019 Traffic Signal Upgrades	i045	E9AD
UTILITIES	2019 Utility Rate & GFC Update	s020	E8JB
WTR	2019 Waterline Overlay	i043	E9CB
WTR	2019 Waterline Replacement	c498	E7JA
STR	2020 Overlay Program	i042	E0CA
STR	220th Adaptive	i028	E8AB
STM	224th & 98th Drainage Improvements	c486	E6FB
STR	228th St. SW Corridor Improvements	i005	E7AC
STR	236th St. SW Walkway (Edmonds Way to Madrona School)	c425	E3DD
STR	238th St. Island & Misc. Ramps	i037	E8DC
STR	238th St. SW Walkway (100th Ave to 104th Ave)	c423	E3DB
STR	238th St. SW Walkway (Edmonds Way to Hwy 99)	c485	E6DA
STR	76th Ave W & 220th St. SW Intersection Improvements	i029	E8CA
STR	76th Ave W at 212th St SW Intersection Improvements	c368	E1CA
STR	84th Ave W Overlay from 220th to 212th	i031	E8CC
STR	89th PI W Retaining Wall	i025	E7CD
STR	ADA Curb Ramps	i033	E8DB
STR	ADA Transition Plan	s016	E6DB
STR	Admiral Way Pedestrian Crossing	i040	E9DA
STR	Audible Pedestrian Signals	i024	E7AB

Attachment: Frequently Used ProjNumbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By Project Title)

<u>Funding</u>	<u>Project Title</u>	<u>Project Accounting Number</u>	<u>Engineering Project Number</u>
STM	Ballinger Regional Facility Pre-Design	s022	E9FA
STR	Bikelink Project	c474	E5DA
SWR	Citywide CIPP Sewer Rehab Phase I	c456	E4GB
SWR	Citywide CIPP Sewer Rehab Phase II	c488	E6GB
STR	Citywide Pedestrian Crossing Enhancements	i026	E7DC
STR	Citywide Protected/Permissive Traffic Signal Conversion	i015	E6AB
WTR	Dayton St. Utility Replacement Project (3rd Ave to 9th Ave)	c482	E5JB
STM	Dayton Street Stormwater Pump Station	c455	E4FE
FAC	Edmonds Fishing Pier Rehab	c443	E4MB
STM	Edmonds Marsh Feasibility Study	c380	E2FC
STR	Edmonds Street Waterfront Connector	c478	E5DB
WTR	Five Corners Reservoir Re-coating	c473	E5KA
PM	Fourth Avenue Cultural Corridor	c282	E8MA
PRK	Frances Anderson Center Bandshell Replacement	c477	E6MB
STR	Hwy 99 Enhancements (Phase III)	c405	E2AD
STR	Hwy 99 Gateway Revitalization	s014	E6AA
STM	Lake Ballinger Associated Projects	c436	E4FD
SWR	Lake Ballinger Trunk Sewer Study	s011	E5GB
SWR	Lift Station #1 Basin & Flow Study	c461	E4GC
STR	Minor Sidewalk Program	i017	E6DD
STM	Northstream Culvert Repair Under Puget Drive	i011	E6FA
STM	Northstream Pipe Abandonment on Puget Drive	c410	E3FE
STM	NPDES (Students Saving Salmon)	m013	E7FG
STM	OVD Slope Repair & Stabilization	m105	E7FA
FAC	PW Concrete Regrade & Drainage South	c540	E9MA
STM	Seaview Park Infiltration Facility	c479	E5FD
WWTP	Sewer Outfall Groundwater Monitoring	c446	E4HA
UTILITIES	Standard Details Updates	s010	E5NA
STM	Storm Drain Improvements @ 9510 232nd St. SW	c495	E7FB
STM	Stormwater Comp Plan Update	s017	E6FD
STR	Sunset Walkway Improvements	c354	E1DA
STR	Trackside Warning System	c470	E5AA
UTILITIES	Utility Rate Update	s013	E6JA
PRK	Veteran's Plaza	c480	E6MA
STR	Walnut St. Walkway (6th-7th)	i044	E9DC
PRK	Waterfront Development & Restoration (Construction)	c544	E7MA
PRK	Waterfront Development & Restoration (Design)	c496	E7MA
PRK	Waterfront Development & Restoration (Pre - Design)	m103	E7MA
STM	Willow Creek Daylighting/Edmonds Marsh Restoration	c435	E4FC
WWTP	WWTP Outfall Pipe Modifications	c481	E5HA

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By Engineering Number)

<u>Funding</u>	<u>Engineering Project Number</u>	<u>Project Accounting Number</u>	<u>Project Title</u>
STR	E0CA	i042	2020 Overlay Program
STR	E1CA	c368	76th Ave W at 212th St SW Intersection Improvements
STR	E1DA	c354	Sunset Walkway Improvements
STR	E2AD	c405	Hwy 99 Enhancements (Phase III)
STM	E2FC	c380	Edmonds Marsh Feasibility Study
STR	E3DB	c423	238th St. SW Walkway (100th Ave to 104th Ave)
STR	E3DD	c425	236th St. SW Walkway (Edmonds Way to Madrona School)
STM	E3FE	c410	Northstream Pipe Abandonment on Puget Drive
STM	E4FC	c435	Willow Creek Daylighting/Edmonds Marsh Restoration
STM	E4FD	c436	Lake Ballinger Associated Projects
STM	E4FE	c455	Dayton Street Stormwater Pump Station
SWR	E4GB	c456	Citywide CIPP Sewer Rehab Phase I
SWR	E4GC	c461	Lift Station #1 Basin & Flow Study
WWTP	E4HA	c446	Sewer Outfall Groundwater Monitoring
FAC	E4MB	c443	Edmonds Fishing Pier Rehab
STR	E5AA	c470	Trackside Warning System
STR	E5DA	c474	Bikelink Project
STR	E5DB	c478	Edmonds Street Waterfront Connector
STM	E5FD	c479	Seaview Park Infiltration Facility
SWR	E5GA	c469	2016 Sanitary Sewer Replacement Projects
SWR	E5GB	s011	Lake Ballinger Trunk Sewer Study
STM	E5FE	c484	12th Ave & Sierra Stormwater System Improvements
WWTP	E5HA	c481	WWTP Outfall Pipe Modifications
WTR	E5JB	c482	Dayton St. Utility Replacement Project (3rd Ave to 9th Ave)
WTR	E5KA	c473	Five Corners Reservoir Re-coating
UTILITIES	E5NA	s010	Standard Details Updates
STR	E6AA	s014	Hwy 99 Gateway Revitalization
STR	E6AB	i015	Citywide Protected/Permissive Traffic Signal Conversion
STR	E6DA	c485	238th St. SW Walkway (Edmonds Way to Hwy 99)
STR	E6DB	s016	ADA Transition Plan
STR	E6DD	i017	Minor Sidewalk Program
STM	E6FA	i011	Northstream Culvert Repair Under Puget Drive
STM	E6FB	c486	224th & 98th Drainage Improvements
STM	E6FD	s017	Stormwater Comp Plan Update
STM	E6FE	c491	183rd PI SW Storm Repairs
SWR	E6GA	i013	2017 Sanitary Sewer Replacement Project
SWR	E6GB	c488	Citywide CIPP Sewer Rehab Phase II
SWR	E6GC	c492	2018 Sewerline Replacement Project
UTILITIES	E6JA	s013	Utility Rate Update
WTR	E6JB	i014	2017 Waterline Replacement Projects
WTR	E6JC	c493	2018 Waterline Replacement Project
PRK	E6MA	c480	Veteran's Plaza

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By Engineering Number)

<u>Funding</u>	<u>Engineering Project Number</u>	<u>Project Accounting Number</u>	<u>Project Title</u>
PRK	E6MB	c477	Frances Anderson Center Bandshell Replacement
STR	E7AB	i024	Audible Pedestrian Signals
STR	E7AC	i005	228th St. SW Corridor Improvements
STR	E7CD	i025	89th PI W Retaining Wall
STR	E7DC	i026	Citywide Pedestrian Crossing Enhancements
STM	E7FA	m105	OVD Slope Repair & Stabilization
STM	E7FB	c495	Storm Drain Improvements @ 9510 232nd St. SW
STM	E7FG	m013	NPDES (Students Saving Salmon)
WTR	E7JA	c498	2019 Waterline Replacement
PRK	E7MA	c544	Waterfront Development & Restoration (Construction)
PRK	E7MA	c496	Waterfront Development & Restoration (Design)
PRK	E7MA	m103	Waterfront Development & Restoration (Pre - Design)
STR	E8AA	i027	2018 Traffic Calming
STR	E8AB	i028	220th Adaptive
STR	E8CA	i029	76th Ave W & 220th St. SW Intersection Improvements
STR	E8CB	i030	2018 Overlay Program
STR	E8CC	i031	84th Ave W Overlay from 220th to 212th
WTR	E8CD	i034	2018 Waterline Overlays
SWR	E8CE	i035	2018 Sewerline Overlays
STR	E8DA	i032	2018 Minor Sidewalk Project
STR	E8DB	i033	ADA Curb Ramps
STR	E8DC	i037	238th St. Island & Misc. Ramps
STM	E8FA	s018	2018 Lorian Woods Study
STM	E8FB	c521	174th St. & 71st Ave Storm Improvements
STM	E8FC	c525	2019 Storm Maintenance Project
SWR	E8GA	c516	2019 Sewerline Replacement Project
WTR	E8JA	c523	2019 Swedish Waterline Replacement
UTILITIES	E8JB	s020	2019 Utility Rate & GFC Update
PM	E8MA	c282	Fourth Avenue Cultural Corridor
STR	E9AA	i038	2019 Traffic Calming
STR	E9AB	i039	2019 Guardrail Install
STR	E9AC	s021	2019 Downtown Parking Study
STR	E9AD	i045	2019 Traffic Signal Upgrades
STR	E9CA	i036	2019 Overlay Program
WTR	E9CB	i043	2019 Waterline Overlay
STR	E9DA	i040	Admiral Way Pedestrian Crossing
STR	E9DB	i041	2019 Pedestrian Safety Program
STR	E9DC	i044	Walnut St. Walkway (6th-7th)
STM	E9FA	s022	Ballinger Regional Facility Pre-Design
FAC	E9MA	c540	PW Concrete Regrade & Drainage South

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By New Project Accounting Number)

<u>Funding</u>	<u>Engineering Project Number</u>	<u>Project Accounting Number</u>	<u>Project Title</u>
PM	E8MA	c282	Fourth Avenue Cultural Corridor
STR	E1DA	c354	Sunset Walkway Improvements
STR	E1CA	c368	76th Ave W at 212th St SW Intersection Improvements
STM	E2FC	c380	Edmonds Marsh Feasibility Study
STR	E2AD	c405	Hwy 99 Enhancements (Phase III)
STM	E3FE	c410	Northstream Pipe Abandonment on Puget Drive
STR	E3DB	c423	238th St. SW Walkway (100th Ave to 104th Ave)
STR	E3DD	c425	236th St. SW Walkway (Edmonds Way to Madrona School)
STM	E4FC	c435	Willow Creek Daylighting/Edmonds Marsh Restoration
STM	E4FD	c436	Lake Ballinger Associated Projects
FAC	E4MB	c443	Edmonds Fishing Pier Rehab
WWTP	E4HA	c446	Sewer Outfall Groundwater Monitoring
STM	E4FE	c455	Dayton Street Stormwater Pump Station
SWR	E4GB	c456	Citywide CIPP Sewer Rehab Phase I
SWR	E4GC	c461	Lift Station #1 Basin & Flow Study
SWR	E5GA	c469	2016 Sanitary Sewer Replacement Projects
STR	E5AA	c470	Trackside Warning System
WTR	E5KA	c473	Five Corners Reservoir Re-coating
STR	E5DA	c474	Bikeline Project
PRK	E6MB	c477	Frances Anderson Center Bandshell Replacement
STR	E5DB	c478	Edmonds Street Waterfront Connector
STM	E5FD	c479	Seaview Park Infiltration Facility
PRK	E6MA	c480	Veteran's Plaza
WWTP	E5HA	c481	WWTP Outfall Pipe Modifications
WTR	E5JB	c482	Dayton St. Utility Replacement Project (3rd Ave to 9th Ave)
STM	E5FE	c484	12th Ave & Sierra Stormwater System Improvements
STR	E6DA	c485	238th St. SW Walkway (Edmonds Way to Hwy 99)
STM	E6FB	c486	224th & 98th Drainage Improvements
SWR	E6GB	c488	Citywide CIPP Sewer Rehab Phase II
STM	E6FE	c491	183rd PI SW Storm Repairs
SWR	E6GC	c492	2018 Sewerline Replacement Project
WTR	E6JC	c493	2018 Waterline Replacement Project
STM	E7FB	c495	Storm Drain Improvements @ 9510 232nd St. SW
PRK	E7MA	c496	Waterfront Development & Restoration (Design)
WTR	E7JA	c498	2019 Waterline Replacement
SWR	E8GA	c516	2019 Sewerline Replacement Project
STM	E8FB	c521	174th St. & 71st Ave Storm Improvements
WTR	E8JA	c523	2019 Swedish Waterline Replacement
STM	E8FC	c525	2019 Storm Maintenance Project
FAC	E9MA	c540	PW Concrete Regrade & Drainage South
PRK	E7MA	c544	Waterfront Development & Restoration (Construction)
STR	E7AC	i005	228th St. SW Corridor Improvements

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By New Project Accounting Number)

<u>Funding</u>	<u>Engineering Project Number</u>	<u>Project Accounting Number</u>	<u>Project Title</u>
STM	E6FA	i011	Northstream Culvert Repair Under Puget Drive
SWR	E6GA	i013	2017 Sanitary Sewer Replacement Project
WTR	E6JB	i014	2017 Waterline Replacement Projects
STR	E6AB	i015	Citywide Protected/Permissive Traffic Signal Conversion
STR	E6DD	i017	Minor Sidewalk Program
STR	E7AB	i024	Audible Pedestrian Signals
STR	E7CD	i025	89th PI W Retaining Wall
STR	E7DC	i026	Citywide Pedestrian Crossing Enhancements
STR	E8AA	i027	2018 Traffic Calming
STR	E8AB	i028	220th Adaptive
STR	E8CA	i029	76th Ave W & 220th St. SW Intersection Improvements
STR	E8CB	i030	2018 Overlay Program
STR	E8CC	i031	84th Ave W Overlay from 220th to 212th
STR	E8DA	i032	2018 Minor Sidewalk Project
STR	E8DB	i033	ADA Curb Ramps
WTR	E8CD	i034	2018 Waterline Overlays
SWR	E8CE	i035	2018 Sewerline Overlays
STR	E9CA	i036	2019 Overlay Program
STR	E8DC	i037	238th St. Island & Misc. Ramps
STR	E9AA	i038	2019 Traffic Calming
STR	E9AB	i039	2019 Guardrail Install
STR	E9DA	i040	Admiral Way Pedestrian Crossing
STR	E9DB	i041	2019 Pedestrian Safety Program
STR	E0CA	i042	2020 Overlay Program
WTR	E9CB	i043	2019 Waterline Overlay
STR	E9DC	i044	Walnut St. Walkway (6th-7th)
STR	E9AD	i045	2019 Traffic Signal Upgrades
STM	E7FG	m013	NPDES (Students Saving Salmon)
PRK	E7MA	m103	Waterfront Development & Restoration (Pre - Design)
STM	E7FA	m105	OVD Slope Repair & Stabilization
UTILITIES	E5NA	s010	Standard Details Updates
SWR	E5GB	s011	Lake Ballinger Trunk Sewer Study
UTILITIES	E6JA	s013	Utility Rate Update
STR	E6AA	s014	Hwy 99 Gateway Revitalization
STR	E6DB	s016	ADA Transition Plan
STM	E6FD	s017	Stormwater Comp Plan Update
STM	E8FA	s018	2018 Lorian Woods Study
UTILITIES	E8JB	s020	2019 Utility Rate & GFC Update
STR	E9AC	s021	2019 Downtown Parking Study
STM	E9FA	s022	Ballinger Regional Facility Pre-Design

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By Funding)

<u>Funding</u>	<u>Project Title</u>	<u>Project Accounting Number</u>	<u>Engineering Project Number</u>
FAC	Edmonds Fishing Pier Rehab	c443	E4MB
FAC	PW Concrete Regrade & Drainage South	c540	E9MA
PM	Fourth Avenue Cultural Corridor	c282	E8MA
PRK	Frances Anderson Center Bandshell Replacement	c477	E6MB
PRK	Veteran's Plaza	c480	E6MA
PRK	Waterfront Development & Restoration (Construction)	c544	E7MA
PRK	Waterfront Development & Restoration (Design)	c496	E7MA
PRK	Waterfront Development & Restoration (Pre - Design)	m103	E7MA
STM	12th Ave & Sierra Stormwater System Improvements	c484	E5FE
STM	174th St. & 71st Ave Storm Improvements	c521	E8FB
STM	183rd PI SW Storm Repairs	c491	E6FE
STM	2018 Lorian Woods Study	s018	E8FA
STM	2019 Storm Maintenance Project	c525	E8FC
STM	224th & 98th Drainage Improvements	c486	E6FB
STM	Ballinger Regional Facility Pre-Design	s022	E9FA
STM	Dayton Street Stormwater Pump Station	c455	E4FE
STM	Edmonds Marsh Feasibility Study	c380	E2FC
STM	Lake Ballinger Associated Projects	c436	E4FD
STM	Northstream Culvert Repair Under Puget Drive	i011	E6FA
STM	Northstream Pipe Abandonment on Puget Drive	c410	E3FE
STM	NPDES (Students Saving Salmon)	m013	E7FG
STM	OVD Slope Repair & Stabilization	m105	E7FA
STM	Seaview Park Infiltration Facility	c479	E5FD
STM	Storm Drain Improvements @ 9510 232nd St. SW	c495	E7FB
STM	Stormwater Comp Plan Update	s017	E6FD
STM	Willow Creek Daylighting/Edmonds Marsh Restoration	c435	E4FC
STR	2018 Minor Sidewalk Project	i032	E8DA
STR	2018 Overlay Program	i030	E8CB
STR	2018 Traffic Calming	i027	E8AA
STR	2019 Downtown Parking Study	s021	E9AC
STR	2019 Guardrail Install	i039	E9AB
STR	2019 Overlay Program	i036	E9CA
STR	2019 Pedestrian Safety Program	i041	E9DB
STR	2019 Traffic Calming	i038	E9AA
STR	2019 Traffic Signal Upgrades	i045	E9AD
STR	2020 Overlay Program	i042	E0CA
STR	228th St. SW Corridor Improvements	i005	E7AC
STR	236th St. SW Walkway (Edmonds Way to Madrona School)	c425	E3DD
STR	238th St. Island & Misc. Ramps	i037	E8DC
STR	238th St. SW Walkway (100th Ave to 104th Ave)	c423	E3DB
STR	238th St. SW Walkway (Edmonds Way to Hwy 99)	c485	E6DA
STR	76th Ave W & 220th St. SW Intersection Improvements	i029	E8CA

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

PROJECT NUMBERS (By Funding)

<u>Funding</u>	<u>Project Title</u>	<u>Project Accounting Number</u>	<u>Engineering Project Number</u>
STR	76th Ave W at 212th St SW Intersection Improvements	c368	E1CA
STR	84th Ave W Overlay from 220th to 212th	i031	E8CC
STR	89th Pl W Retaining Wall	i025	E7CD
STR	ADA Curb Ramps	i033	E8DB
STR	ADA Transition Plan	s016	E6DB
STR	Admiral Way Pedestrian Crossing	i040	E9DA
STR	Audible Pedestrian Signals	i024	E7AB
STR	Bikelink Project	c474	E5DA
STR	Citywide Pedestrian Crossing Enhancements	i026	E7DC
STR	Citywide Protected/Permissive Traffic Signal Conversion	i015	E6AB
STR	Edmonds Street Waterfront Connector	c478	E5DB
STR	Hwy 99 Enhancements (Phase III)	c405	E2AD
STR	Hwy 99 Gateway Revitalization	s014	E6AA
STR	Minor Sidewalk Program	i017	E6DD
STR	Sunset Walkway Improvements	c354	E1DA
STR	Trackside Warning System	c470	E5AA
STR	Walnut St. Walkway (6th-7th)	i044	E9DC
STR	220th Adaptive	i028	E8AB
SWR	2016 Sanitary Sewer Replacement Projects	c469	E5GA
SWR	2017 Sanitary Sewer Replacement Project	i013	E6GA
SWR	2018 Sewerline Overlays	i035	E8CE
SWR	2018 Sewerline Replacement Project	c492	E6GC
SWR	2019 Sewerline Replacement Project	c516	E8GA
SWR	Citywide CIPP Sewer Rehab Phase I	c456	E4GB
SWR	Citywide CIPP Sewer Rehab Phase II	c488	E6GB
SWR	Lake Ballinger Trunk Sewer Study	s011	E5GB
SWR	Lift Station #1 Basin & Flow Study	c461	E4GC
UTILITIES	2019 Utility Rate & GFC Update	s020	E8JB
UTILITIES	Standard Details Updates	s010	E5NA
UTILITIES	Utility Rate Update	s013	E6JA
WTR	2017 Waterline Replacement Projects	i014	E6JB
WTR	2018 Waterline Overlays	i034	E8CD
WTR	2018 Waterline Replacement Project	c493	E6JC
WTR	2019 Swedish Waterline Replacement	c523	E8JA
WTR	2019 Waterline Overlay	i043	E9CB
WTR	2019 Waterline Replacement	c498	E7JA
WTR	Dayton St. Utility Replacement Project (3rd Ave to 9th Ave)	c482	E5JB
WTR	Five Corners Reservoir Re-coating	c473	E5KA
WWTP	Sewer Outfall Groundwater Monitoring	c446	E4HA
WWTP	WWTP Outfall Pipe Modifications	c481	E5HA

Attachment: Frequently Used Proj Numbers 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 930 (09/16/2019 to 09/30/2019)

Hour Type	Hour Class	Description	Hours	Amount
-ed2	REGULAR HOURS	Educational Pay Correction	0.00	-156.28
111	ABSENT	NO PAY LEAVE	8.00	0.00
121	SICK	SICK LEAVE	668.50	25,959.93
122	VACATION	VACATION	981.25	38,742.71
123	HOLIDAY	HOLIDAY HOURS	77.00	2,818.39
124	HOLIDAY	FLOATER HOLIDAY	18.00	580.50
125	COMP HOURS	COMPENSATORY TIME	324.00	12,229.05
129	SICK	Police Sick Leave L & I	4.00	182.79
131	MILITARY	MILITARY LEAVE	40.00	1,320.80
132	JURY DUTY	JURY DUTY	12.00	441.06
135	SICK	WASHINGTON STATE SICK LEA/	3.50	86.48
141	BEREAVEMENT	BEREAVEMENT	43.00	1,747.31
150	REGULAR HOURS	Kelly Day Used	96.00	3,686.01
155	COMP HOURS	COMPTIME AUTO PAY	99.76	4,329.69
160	VACATION	MANAGEMENT LEAVE	1.50	86.69
170	REGULAR HOURS	COUNCIL BASE PAY	700.00	8,750.00
174	REGULAR HOURS	COUNCIL PRESIDENTS PAY	0.00	200.00
175	REGULAR HOURS	COUNCIL PAY FOR NO MEDICA	0.00	3,521.58
190	REGULAR HOURS	REGULAR HOURS	17,825.20	690,893.82
191	REGULAR HOURS	FIRE PENSION PAYMENTS	4.00	5,202.46
196	REGULAR HOURS	LIGHT DUTY	48.00	2,193.55
205	OVERTIME HOURS	OVERTIME .5	3.00	52.93
210	OVERTIME HOURS	OVERTIME-STRAIGHT	6.00	213.20
215	OVERTIME HOURS	WATER WATCH STANDBY	48.00	2,560.60
216	MISCELLANEOUS	STANDBY TREATMENT PLANT	9.00	840.30
220	OVERTIME HOURS	OVERTIME 1.5	179.75	12,369.81
225	OVERTIME HOURS	OVERTIME-DOUBLE	9.00	634.67
410	MISCELLANEOUS	WORKING OUT OF CLASS	0.00	95.12
411	SHIFT DIFFERENTIAL	SHIFT DIFFERENTIAL	0.00	1,415.96
600	RETROACTIVE PAY	RETROACTIVE PAY	0.00	2,439.07
601	COMP HOURS	ACCRUED COMP .5	5.00	0.00
602	COMP HOURS	ACCRUED COMP 1.0	93.75	0.00
604	COMP HOURS	ACCRUED COMP TIME 1.5	133.50	0.00

Attachment: payroll summary 10-05-19 (Approval of claim, payroll and benefit checks, direct deposit and

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 930 (09/16/2019 to 09/30/2019)

Hour Type	Hour Class	Description	Hours	Amount
606	COMP HOURS	ACCRUED COMP 2.0	7.25	0.00
901	SICK	ACCRUED SICK LEAVE	13.47	0.00
acc	MISCELLANEOUS	ACCREDITATION PAY	0.00	78.66
acp	MISCELLANEOUS	Accreditation 1% Part Time	0.00	9.67
acs	MISCELLANEOUS	ACCRED/POLICE SUPPORT	0.00	172.80
boc	MISCELLANEOUS	BOC II Certification	0.00	91.74
colre	MISCELLANEOUS	Collision Reconstructionist	0.00	37.07
cpl	MISCELLANEOUS	TRAINING CORPORAL	0.00	160.86
crt	MISCELLANEOUS	CERTIFICATION III PAY	0.00	564.90
ctr	MISCELLANEOUS	CTR INCENTIVES PROGRAM	0.00	1.00
det	MISCELLANEOUS	DETECTIVE PAY	0.00	111.20
det4	MISCELLANEOUS	Detective 4%	0.00	914.78
ed1	EDUCATION PAY	EDUCATION PAY 2%	0.00	575.65
ed2	EDUCATION PAY	EDUCATION PAY 4%	0.00	837.62
ed3	EDUCATION PAY	EDUCATION PAY 6%	0.00	4,846.89
fmls	SICK	FAMILY MEDICAL/SICK	110.00	5,096.44
hol	HOLIDAY	HOLIDAY	17.00	450.44
k9	MISCELLANEOUS	K-9 PAY	0.00	217.06
lq1	LONGEVITY	LONGEVITY PAY 2%	0.00	833.85
lq10	LONGEVITY	LONGEVITY 5.5%	0.00	148.17
lq11	LONGEVITY	LONGEVITY PAY 2.5%	0.00	890.86
lq12	LONGEVITY	Longevity 9%	0.00	5,417.68
lq13	LONGEVITY	Longevity 7%	0.00	1,703.22
lq14	LONGEVITY	Longevity 5%	0.00	942.40
lq15	LONGEVITY	LONGEVITY 7.5%	0.00	381.68
lq4	LONGEVITY	Longevity 1%	0.00	373.60
lq5	LONGEVITY	Longevity 3%	0.00	444.80
lq6	LONGEVITY	Longevity .5%	0.00	272.75
lq7	LONGEVITY	Longevity 1.5%	0.00	468.85
lq9	LONGEVITY	Longevity 3.5%	0.00	104.93
mtc	MISCELLANEOUS	MOTORCYCLE PAY	0.00	111.20
pds	MISCELLANEOUS	Public Disclosure Specialist	0.00	101.78
phy	MISCELLANEOUS	PHYSICAL FITNESS PAY	0.00	2,033.08

Attachment: payroll summary 10-05-19 (Approval of claim, payroll and benefit checks, direct deposit and

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 930 (09/16/2019 to 09/30/2019)

Hour Type	Hour Class	Description	Hours	Amount
prof	MISCELLANEOUS	PROFESSIONAL STANDARDS &	0.00	173.48
sdp	MISCELLANEOUS	SPECIAL DUTY PAY	0.00	287.66
sgt	MISCELLANEOUS	ADMINISTRATIVE SERGEANT	0.00	173.48
sro	MISCELLANEOUS	School Resource Officer	0.00	111.20
str	MISCELLANEOUS	STREET CRIMES	0.00	462.88
traf	MISCELLANEOUS	TRAFFIC	0.00	111.20
			21,588.43	\$853,153.73
			Total Net Pay:	\$581,259.35

Attachment: payroll summary 10-05-19 (Approval of claim, payroll and benefit checks, direct deposit and

Benefit Checks Summary Report
City of Edmonds
Pay Period: 930 - 09/16/2019 to 09/30/2019

Bank: usbank - US Bank

<u>Check #</u>	<u>Date</u>	<u>Payee #</u>	<u>Name</u>	<u>Check Amt</u>	<u>Direct Deposit</u>
63935	10/04/2019	epoa	EPOA-1 POLICE	69.00	0.00
63936	10/04/2019	jhan	JOHN HANCOCK	619.70	0.00
63937	10/04/2019	flex	NAVIA BENEFIT SOLUTIONS	1,947.35	0.00
63938	10/04/2019	icma	VANTAGE TRANSFER AGENTS 304884	3,726.06	0.00
63939	10/04/2019	afscme	WSCCCE, AFSCME AFL-CIO	2,354.55	0.00
				8,716.66	0.00

Bank: wire - US BANK

<u>Check #</u>	<u>Date</u>	<u>Payee #</u>	<u>Name</u>	<u>Check Amt</u>	<u>Direct Deposit</u>
2938	10/04/2019	pens	DEPT OF RETIREMENT SYSTEMS	311,577.41	0.00
2939	10/04/2019	aflac	AFLAC	5,694.92	0.00
2943	10/04/2019	mebt	WTRISC FBO #N3177B1	102,890.09	0.00
2944	10/04/2019	us	US BANK	101,356.67	0.00
2945	10/04/2019	wadc	WASHINGTON STATE TREASURER	27,458.53	0.00
2947	10/04/2019	pb	NATIONWIDE RETIREMENT SOLUTION	5,629.07	0.00
2948	10/04/2019	oe	OFFICE OF SUPPORT ENFORCEMENT	927.00	0.00
				555,533.69	0.00
Grand Totals:				564,250.35	0.00

Attachment: payroll benefits 10-10-19 (Approval of claim, payroll and benefit checks, direct deposit and

City Council Agenda Item

Meeting Date: 10/15/2019

Acknowledgment of Claim for Damages

Staff Lead: WCIA Claims

Department: City Clerk's Office

Preparer: Nicholas Falk

Background/History

n/a

Staff Recommendation

Acknowledge receipt of Claims for Damages by minute entry.

Narrative

Susan Bland submitted a claim for damages for an undetermined amount.

Attachments:

CFD Susan Bland

CITY OF EDMONDS CLAIM FOR DAMAGES FORM

Date Claim Form
Received by City

Please take note that SUSAN BLAND, who currently resides at 24017 104th Ave W
Edmonds, WA 98020, mailing address P.O. Box 60127 SEATTLE WA 98160
home phone (206) 683-1892 work phone # _____, and who resided at Same

at the time of the occurrence and whose date of birth is _____ is claiming damages
against _____ in the sum of \$ _____ arising out of the following circumstances listed below.

DATE OF OCCURRENCE: 7/31/2019 TIME: ~ 9:00 - 9:30 AM
LOCATION OF OCCURRENCE: Alley between Main & Dayton in Edmonds, WA (See pages attached).
DESCRIPTION:

1. Describe the conduct and circumstance that brought about the injury or damage. Also describe the injury or damage.

See Attached Pages

(attach an extra sheet for additional information, if needed)

2. Provide a list of witnesses, if applicable, to the occurrence including names, addresses, and phone numbers.

0

3. Attach copies of all documentation relating to expenses, injuries, losses, and/or estimates for repair.

4. Have you submitted a claim for damages to your insurance company? ☒ Yes ☐ No

If so, please provide the name of the insurance company: SAFECO INSURANCE
and the policy #: H1690201 CL#040572432

** ADDITIONAL INFORMATION REQUIRED FOR AUTOMOBILE CLAIMS ONLY **

License Plate # <u>AZW 3996</u>		Driver License # <u>[REDACTED]</u>
Type Auto: <u>2014</u> <u>Hyundai</u> <u>Elantra</u>	(year) (make) (model)	
DRIVER: <u>SUSAN BLAND</u>	OWNER: <u>EMAN PIERCE & SUSAN BLAND</u>	
Address: <u>P.O. Box 60127</u>	Address: <u>P.O. Box 60127 SEATTLE WA 98160</u>	
Phone#: <u>206-683-1894</u>	Phone#: <u>(206) 683-1892</u>	
Passengers: <u>N</u>		
Name: _____	Name: _____	
Address: _____	Address: _____	

Attachment: CFD Susan Bland (Acknowledgment of Claim for Damages)

* NOTE: THIS FORM MUST BE SIGNED AND NOTARIZED * *

I, Susan L. Bland, being first duly sworn, depose and say that I am the claimant for the above described; that I have read the above claim, know the contents thereof and believe the same to be true. I further acknowledge that any information I provide as part of this claim may be considered a public record and may be subject to disclosure pursuant to RCW 42.56.

x Susan L. Bland

x _____
Signature of Claimant(s)

State of Washington

County of Snohomish

I certify that I know or have satisfactory evidence that Susan Bland is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/8/2019

Patrick Scanlan

Signature

Notary Public

Title

My appointment expires: 9/7/2020



Please present the completed claim form to:

City Clerk's Office
City of Edmonds
121 5th Avenue North
Edmonds, WA, 98020
8:00 a.m. to 4:30 p.m.

City Council Agenda Item

Meeting Date: 10/15/2019

August 2019 Monthly Financial Report

Staff Lead: Dave Turley

Department: Administrative Services

Preparer: Sarah Mager

Background/History

N/A

Staff Recommendation

No action needed; informational only.

Narrative

August 2019 Monthly Financial Report

Attachments:

August 2019 Monthly Financial Report



CITY OF EDMONDS
MONTHLY BUDGETARY FINANCIAL REPORT
AUGUST 2019

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

**CITY OF EDMONDS
REVENUES BY FUND - SUMMARY**

Fund No.	Title	2019 Amended Budget	8/31/2018 Revenues	8/31/2019 Revenues	Amount Remaining	% Received
001	GENERAL FUND	\$ 45,633,544	\$ 26,213,586	\$ 26,334,930	\$ 19,298,614	58
009	LEOFF-MEDICAL INS. RESERVE	437,980	143,442	212,500	225,480	49
011	RISK MANAGEMENT RESERVE FUND	28,210	15,836	-	28,210	0
012	CONTINGENCY RESERVE FUND	182,400	95,191	-	182,400	0
014	HISTORIC PRESERVATION GIFT FUND	5,230	2,645	2,500	2,730	48
017	MARSH RESTORATION & PRESERVATION FUND	556,800	306,850	280,187	276,613	50
018	EDMONDS HOMELESSNESS RESPONSE FUND	-	250,000	-	-	0
019	EDMONDS OPIOID RESPONSE FUND	-	250,000	-	-	0
104	DRUG ENFORCEMENT FUND	165,430	58,598	8,012	157,418	5
111	STREET FUND	1,859,270	1,031,832	1,166,796	692,474	63
112	COMBINED STREET CONST/IMPROVE ¹	7,139,933	3,039,845	1,458,926	5,681,007	20
117	MUNICIPAL ARTS ACQUIS. FUND	152,647	85,460	41,775	110,872	27
118	MEMORIAL STREET TREE	580	318	474	106	82
120	HOTEL/MOTEL TAX REVENUE FUND	98,264	53,658	61,889	36,375	63
121	EMPLOYEE PARKING PERMIT FUND	26,170	13,130	13,514	12,656	52
122	YOUTH SCHOLARSHIP FUND	1,680	428	354	1,326	21
123	TOURISM PROMOTIONAL FUND/ARTS	31,250	23,946	20,534	10,716	66
125	REAL ESTATE EXCISE TAX 2 ²	1,597,600	1,293,174	983,038	614,562	62
126	REAL ESTATE EXCISE TAX 1, PARKS ACQ FUND ²	1,604,020	1,301,150	993,350	610,670	62
127	GIFTS CATALOG FUND	97,800	57,176	101,042	(3,242)	103
130	CEMETERY MAINTENANCE/IMPROVEMT	182,560	137,690	150,816	31,744	83
136	PARKS TRUST FUND	4,870	2,735	3,953	917	81
137	CEMETERY MAINTENANCE TRUST FD	44,500	29,077	38,852	5,648	87
138	SISTER CITY COMMISSION	10,240	5,162	6,230	4,010	61
140	BUSINESS IMPROVEMENT DISTRICT	-	69,484	65,690	(65,690)	0
211	L.I.D. FUND CONTROL	12,400	-	30,668	(18,268)	247
231	2012 LT GO DEBT SERVICE FUND	716,420	59,284	53,388	663,032	7
332	PARKS CAPITAL CONSTRUCTION FUND	2,885,649	861,889	608,264	2,277,385	21
411	COMBINED UTILITY OPERATION	-	94,096	92,592	(92,592)	0
421	WATER UTILITY FUND ³	10,473,626	5,965,019	6,439,089	4,034,537	61
422	STORM UTILITY FUND ³	5,461,148	3,383,631	3,852,705	1,608,443	71
423	SEWER/WWTP UTILITY FUND ⁴	14,386,296	7,559,156	9,157,405	5,228,891	64
424	BOND RESERVE FUND	1,995,280	640,747	625,602	1,369,678	31
511	EQUIPMENT RENTAL FUND	1,763,760	1,138,622	1,250,409	513,351	71
512	TECHNOLOGY RENTAL FUND	1,101,798	848,978	738,212	363,586	67
617	FIREMEN'S PENSION FUND	72,040	49,564	53,064	18,976	74
		\$ 98,729,395	\$ 55,081,395	\$ 54,846,760	\$ 43,882,635	56

¹ Differences primarily due to prior year Grant Billings.

² Differences partly due to a \$418,216 deposit in total for Real Estate Excise Tax in March 2018 from the State.

³ Differences primarily due to a 9% increase in water, a 10% increase in storm, and a 1.45% decrease in water tax.

⁴ Differences due to contributed capital billings to WWTP partners in 2019, as well as a 9.5% increase in sewer.

CITY OF EDMONDS
EXPENDITURES BY FUND - SUMMARY

Fund No.	Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
001	GENERAL FUND	\$ 45,369,117	\$ 26,305,714	\$ 27,987,234	\$ 17,381,883	62%
009	LEOFF-MEDICAL INS. RESERVE	466,920	265,598	293,939	172,981	63%
011	RISK MANAGEMENT RESERVE FUND	931,523	-	-	931,523	0%
012	CONTINGENCY RESERVE FUND	3,835,827	334,494	-	3,835,827	0%
014	HISTORIC PRESERVATION GIFT FUND	11,200	-	5,533	5,667	49%
018	EDMONDS HOMELESSNESS RESPONSE FUND	1,862	-	1,862	-	100%
019	EDMONDS OPIOID RESPONSE FUND	200,000	-	100,000	100,000	50%
104	DRUG ENFORCEMENT FUND	45,800	72,276	-	45,800	0%
111	STREET FUND	2,252,028	1,129,150	1,323,337	928,691	59%
112	COMBINED STREET CONST/IMPROVE	6,892,395	2,382,221	868,178	6,024,217	13%
117	MUNICIPAL ARTS ACQUIS. FUND	181,880	41,004	30,329	151,551	17%
120	HOTEL/MOTEL TAX REVENUE FUND	108,934	29,171	44,584	64,350	41%
121	EMPLOYEE PARKING PERMIT FUND	26,880	-	-	26,880	0%
122	YOUTH SCHOLARSHIP FUND	3,000	1,532	2,561	439	85%
123	TOURISM PROMOTIONAL FUND/ARTS	32,000	9,059	10,474	21,526	33%
125	REAL ESTATE EXCISE TAX 2	3,383,286	662,049	884,216	2,499,070	26%
126	REAL ESTATE EXCISE TAX 1, PARKS ACQ FUND	3,872,301	392,898	878,975	2,993,326	23%
127	GIFTS CATALOG FUND	109,454	15,606	40,634	68,820	37%
130	CEMETERY MAINTENANCE/IMPROVEMT	194,707	134,541	131,334	63,373	67%
136	PARKS TRUST FUND	5,000	-	4,935	65	99%
138	SISTER CITY COMMISSION	10,500	385	4,760	5,740	45%
140	BUSINESS IMPROVEMENT DISTRICT ⁵	-	58,055	55,412	(55,412)	0%
211	L.I.D. FUND CONTROL	12,400	-	-	12,400	0%
231	2012 LT GO DEBT SERVICE FUND	716,410	59,284	53,388	663,022	7%
332	PARKS CAPITAL CONSTRUCTION FUND	3,997,428	260,329	120,475	3,876,953	3%
421	WATER UTILITY FUND	12,938,995	6,976,403	6,145,198	6,793,797	47%
422	STORM UTILITY FUND	10,019,772	2,323,341	3,187,661	6,832,111	32%
423	SEWER/WWTP UTILITY FUND	17,721,484	6,865,075	7,141,197	10,580,287	40%
424	BOND RESERVE FUND	1,991,210	640,742	625,592	1,365,618	31%
511	EQUIPMENT RENTAL FUND	2,933,431	803,858	1,050,564	1,882,867	36%
512	TECHNOLOGY RENTAL FUND	1,179,911	725,215	608,516	571,395	52%
617	FIREMEN'S PENSION FUND	137,223	51,286	112,185	25,038	82%
		\$ 119,582,878	\$ 50,539,286	\$ 51,713,073	\$ 67,869,806	43%

⁵ Business Improvement District is not included in the City Budget; activity is here for reporting purposes only.

**CITY OF EDMONDS
REVENUES - GENERAL FUND**

Title	2019 Amended Budget	8/31/2018 Revenues	8/31/2019 Revenues	Amount Remaining	% Received
TAXES:					
1 REAL PERSONAL / PROPERTY TAX	\$ 10,548,203	\$ 5,654,951	\$ 5,715,410	\$ 4,832,793	54%
2 EMS PROPERTY TAX	4,044,220	2,167,386	2,209,674	1,834,546	55%
3 VOTED PROPERTY TAX	500	2,969	241	259	48%
4 LOCAL RETAIL SALES/USE TAX ⁶	7,825,000	5,410,151	5,569,038	2,255,962	71%
5 NATURAL GAS USE TAX	8,100	3,142	7,553	547	93%
6 1/10 SALES TAX LOCAL CRIM JUST	779,500	499,070	525,696	253,804	67%
7 ELECTRIC UTILITY TAX	1,691,300	1,213,435	1,202,728	488,572	71%
8 GAS UTILITY TAX	626,600	466,145	431,845	194,755	69%
9 SOLID WASTE UTILITY TAX	350,900	234,231	203,562	147,338	58%
10 WATER UTILITY TAX	1,211,800	764,658	754,070	457,730	62%
11 SEWER UTILITY TAX	840,900	510,565	560,758	280,142	67%
12 STORMWATER UTILITY TAX	446,300	291,071	321,368	124,932	72%
13 T.V. CABLE UTILITY TAX	862,100	542,066	533,657	328,443	62%
14 TELEPHONE UTILITY TAX	967,200	670,052	552,758	414,442	57%
15 PULLTAB TAX	53,500	39,163	43,406	10,094	81%
16 AMUSEMENT GAMES	40	-	199	(159)	496%
17 LEASEHOLD EXCISE TAX	251,900	204,447	212,124	39,776	84%
	30,508,063	18,673,502	18,844,086	11,663,977	62%
LICENSES AND PERMITS:					
18 FIRE PERMITS-SPECIAL USE	250	155	60	190	24%
19 POLICE - FINGERPRINTING	450	635	455	(5)	101%
20 AMUSEMENTS	6,330	5,950	4,675	1,655	74%
21 VENDING MACHINE/CONCESSION	50,000	28,489	40,754	9,246	82%
22 FRANCHISE AGREEMENT-COMCAST	713,500	513,468	504,843	208,657	71%
23 FRANCHISE FEE-EDUCATION/GOVERNMENT	41,200	27,833	27,684	13,516	67%
24 FRANCHISE AGREEMENT-VERIZON/FRONTIER	106,900	80,664	72,818	34,082	68%
25 FRANCHISE AGREEMENT-BLACKROCK	14,000	7,220	-	14,000	0%
26 OLYMPIC VIEW WATER DISTRICT FRANCHISE	325,100	244,463	258,588	66,512	80%
27 GENERAL BUSINESS LICENSE	122,200	76,253	88,228	33,973	72%
28 DEV SERV PERMIT SURCHARGE	63,400	54,645	46,104	17,296	73%
29 NON-RESIDENT BUS LICENSE	75,900	45,750	38,100	37,800	50%
30 RIGHT OF WAY FRANCHISE FEE	15,000	52,816	15,460	(460)	103%
31 BUILDING STRUCTURE PERMITS	703,600	498,945	412,006	291,594	59%
32 ANIMAL LICENSES	27,500	11,544	8,861	18,639	32%
33 STREET AND CURB PERMIT	50,000	40,835	27,730	22,270	55%
34 OTR NON-BUS LIC/PERMITS	18,500	15,601	15,045	3,455	81%
	2,333,830	1,705,268	1,561,411	772,419	67%
INTERGOVERNMENTAL:					
35 DOJ 15-0404-0-1-754 - BULLET PROOF VEST	6,006	4,535	3,470	2,536	58%
36 NCHIP GRANT	14,616	-	14,616	-	100%
37 WA ASSOC OF SHERIFF'S TRAFFIC GRANT	2,285	-	2,285	-	100%
38 TARGET ZERO TEAMS GRANT	4,000	2,937	1,852	2,148	46%
39 HIGH VISIBILITY ENFORCEMENT	7,100	8,602	3,501	3,599	49%
40 STATE GRANTS - BUDGET ONLY	18,000	-	-	18,000	0%
41 PUD PRIVILEGE TAX	199,500	-	-	199,500	0%
42 DOCKSIDE DRILLS GRANT REIMBURSE	-	1,455	2,805	(2,805)	0%
43 DEPT OF NATURAL RESOURCES	-	17,347	-	-	0%
44 WA STATE TRAFFIC COMM GRANT	-	3,623	2,594	(2,594)	0%
45 WASHINGTON STATE ARTS COMMISSION	-	-	5,000	(5,000)	0%
46 SHORELINE MASTER PROGRAM DOE	-	-	7,165	(7,165)	0%
47 MVET/SPECIAL DISTRIBUTION	13,800	8,906	9,316	4,484	68%
48 TRIAL COURT IMPROVEMENT	16,716	12,400	12,658	4,058	76%
49 AOC PRO-TEM JUDGE REIMBURSEMENT	-	705	-	-	0%
50 CRIMINAL JUSTICE-SPECIAL PROGRAMS	45,600	32,213	33,546	12,054	74%
51 MARIJUANA EXCISE TAX DISTRIBUTION	45,000	44,380	30,096	14,904	67%
52 DUI - CITIES	6,000	4,575	4,434	1,566	74%
53 LIQUOR EXCISE TAX	215,000	152,009	167,210	47,790	78%
54 LIQUOR BOARD PROFITS	342,000	170,954	170,475	171,525	50%
55 MISCELLANEOUS INTERLOCAL REVENUE	-	-	2,500	(2,500)	0%
56 INTERLOCAL GRANTS	-	25,000	-	-	0%
57 POLICE TRAINING CLASSES	-	-	211	(211)	0%
58 VERDANT INTERLOCAL GRANTS	-	5,810	2,000	(2,000)	0%
59 FIRST RESPONDERS FLEX FUND	-	1,737	814	(814)	0%
60 DISCOVERY PROGRAMS TECHNOLOGY ACQ.	-	2,190	-	-	0%
	935,623	499,379	476,547	459,076	51%

⁶ 2019 Local Retail Sales/Use Tax revenues are \$158,887 higher than 2018 revenues. Please also see pages pages 18 & 19.

**CITY OF EDMONDS
REVENUES - GENERAL FUND**

Title	2019 Amended Budget	8/31/2018 Revenues	8/31/2019 Revenues	Amount Remaining	% Received
CHARGES FOR GOODS AND SERVICES:					
1 MUNICIPAL COURT CIVIL FILINGS	-	-	-	-	0%
2 RECORD/LEGAL INSTRUMENTS	3,000	4,150	3,052	(52)	102%
3 ATM SURCHARGE FEES	400	338	395	5	99%
4 CREDIT CARD FEES	10,000	8,751	9,969	31	100%
5 COURT RECORD SERVICES	-	71	74	(74)	0%
6 D/M COURT REC SER	300	124	47	253	16%
7 WARRANT PREPARATION FEE	5,500	3,858	7,649	(2,149)	139%
8 IT TIME PAY FEE	1,000	788	918	82	92%
9 MUNIC.-DIST. COURT CURR EXPEN	100	109	305	(205)	305%
10 SALE MAPS & BOOKS	100	14	50	50	50%
11 CLERKS TIME FOR SALE OF PARKING PERMITS	25,100	-	-	25,100	0%
12 BID SUPPLIES REIMBURSEMENT	600	-	-	600	0%
13 PHOTOCOPIES	1,000	376	762	238	76%
14 POLICE DISCLOSURE REQUESTS	500	69	-	500	0%
15 ENGINEERING FEES AND CHARGES	200,000	173,259	141,495	58,505	71%
16 ELECTION CANDIDATE FILING FEES	-	1,486	-	-	0%
17 SNO-ISLE	78,000	70,950	68,292	9,708	88%
18 PASSPORTS AND NATURALIZATION FEES	21,000	16,530	18,090	2,910	86%
19 POLICE SERVICES SPECIAL EVENTS	30,000	32,951	31,362	(1,362)	105%
20 CAMPUS SAFETY-EDM. SCH. DIST.	125,550	26,413	39,524	86,026	31%
21 WOODWAY-LAW PROTECTION	193,067	41,488	163,600	29,467	85%
22 MISCELLANEOUS POLICE SERVICES	1,500	-	2	1,498	0%
23 FIRE DISTRICT #1 STATION BILLINGS	50,000	42,516	43,129	6,871	86%
24 LEGAL SERVICES	-	731	1,149	(1,149)	0%
25 FIRE PROTECTION & EMS FOR DUI	-	-	117	(117)	0%
26 ADULT PROBATION SERVICE CHARGE	54,000	39,282	30,480	23,520	56%
27 ELECTRONIC MONITORING	-	100	-	-	0%
28 BOOKING FEES	400	1,191	1,988	(1,588)	497%
29 FIRE CONSTRUCTION INSPECTION FEES	12,560	10,865	11,475	1,085	91%
30 EMERGENCY SERVICE FEES	3,000	1,968	4,147	(1,147)	138%
31 EMS TRANSPORT USER FEE	852,100	838,399	773,990	78,110	91%
32 FLEX FUEL PAYMENTS FROM STATIONS	2,500	2,195	629	1,871	25%
33 ANIMAL CONTROL SHELTER	50	15	100	(50)	200%
34 ZONING/SUBDIVISION FEE	102,300	105,196	78,760	23,540	77%
35 PLAN CHECKING FEES	425,900	256,276	394,933	30,967	93%
36 FIRE PLAN CHECK FEES	6,500	5,965	6,595	(95)	101%
37 PLANNING 1% INSPECTION FEE	1,000	669	169	831	17%
38 S.E.P.A. REVIEW	5,000	6,030	3,850	1,150	77%
39 CRITICAL AREA STUDY	14,000	13,000	11,825	2,175	84%
40 DV COORDINATOR SERVICES	2,046	8,402	4,707	(2,661)	230%
41 GYM AND WEIGHT ROOM FEES	13,000	8,737	7,544	5,456	58%
42 PROGRAM FEES	910,740	671,398	668,952	241,788	73%
43 TAXABLE RECREATION ACTIVITIES	1,300	264	552	748	42%
44 WINTER MARKET REGISTRATION FEES	5,000	1,940	2,550	2,450	51%
45 BIRD FEST REGISTRATION FEES	1,000	805	235	765	24%
46 INTERFUND REIMBURSEMENT-CONTRACT SVCS	2,624,792	1,719,582	1,763,951	860,841	67%
	5,783,905	4,117,249	4,297,415	1,486,490	74%

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

**CITY OF EDMONDS
REVENUES - GENERAL FUND**

Title	2019 Amended Budget	8/31/2018 Revenues	8/31/2019 Revenues	Amount Remaining	% Received
FINES AND PENALTIES:					
1 PROOF OF VEHICLE INS PENALTY	7,500	4,595	2,773	4,727	37%
2 TRAFFIC INFRACTION PENALTIES	290,000	188,695	155,150	134,850	54%
3 NC TRAFFIC INFRACTION	31,000	21,572	12,748	18,252	41%
4 CRT COST FEE CODE LEG ASSESSMENT (LGA)	38,000	23,083	11,875	26,125	31%
5 NON-TRAFFIC INFRACTION PENALTIES	1,000	3,500	1,371	(371)	137%
6 OTHER INFRACTIONS '04	800	620	1,143	(343)	143%
7 PARKING INFRACTION PENALTIES	159,000	112,275	100,378	58,622	63%
8 PARK/INDDISZONE	800	585	2,022	(1,222)	253%
9 DWI PENALTIES	6,000	4,753	6,102	(102)	102%
10 DUI - DP ACCT	1,000	575	329	671	33%
11 CRIM CNV FEE DUI	200	97	51	149	25%
12 DUI - DP FEE	1,500	1,431	1,339	161	89%
13 OTHER CRIMINAL TRAF MISDEM PEN	135	96	-	135	0%
14 CRIMINAL TRAFFIC MISDEMEANOR 8/03	30,000	23,261	21,798	8,202	73%
15 CRIMINAL CONVICTION FEE CT	3,600	2,585	1,869	1,731	52%
16 CRIM CONV FEE CT	1,000	722	463	537	46%
17 OTHER NON-TRAF MISDEMEANOR PEN	100	38	(2,792)	2,892	-2792%
18 OTHER NON TRAFFIC MISD. 8/03	13,000	7,903	18,620	(5,620)	143%
19 COURT DV PENALTY ASSESSMENT	600	403	289	311	48%
20 CRIMINAL CONVICTION FEE CN	1,600	1,033	681	919	43%
21 CRIM CONV FEE CN	500	342	240	260	48%
22 PUBLIC DEFENSE RECOUPMENT	18,500	13,228	8,579	9,921	46%
23 BANK CHARGE FOR CONV. DEFENDANT	12,000	7,952	9,670	2,330	81%
24 COURT COST RECOUPMENT	7,000	3,986	3,958	3,042	57%
25 BUS. LICENSE PERMIT PENALTY	10,000	10,510	5,150	4,850	52%
26 MISC FINES AND PENALTIES	300	505	1,208	(908)	403%
	635,135	434,342	365,017	270,118	57%
MISCELLANEOUS:					
27 INVESTMENT INTEREST	248,160	112,314	281,600	(33,440)	113%
28 INTEREST ON COUNTY TAXES	9,210	11,725	18,924	(9,714)	205%
29 INTEREST - COURT COLLECTIONS	3,000	5,957	6,167	(3,167)	206%
30 PARKING		4,062	-	-	0%
31 SPACE/FACILITIES RENTALS	153,000	108,364	112,161	40,839	73%
32 BRACKET ROOM RENTAL	5,000	1,540	1,610	3,390	32%
33 LEASES LONG-TERM	185,000	125,228	134,179	50,821	73%
34 DONATION/CONTRIBUTION	7,000	1,281	3,473	3,527	50%
35 PARKS DONATIONS	4,350	3,380	1,550	2,800	36%
36 BIRD FEST CONTRIBUTIONS	1,500	1,390	1,320	180	88%
37 POLICE CONTRIBUTIONS FROM PRIV SOURCES	9,768	-	9,553	215	98%
38 FIRST RESPONDERS - PRIVATE SOURCES	-	28,000	-	-	0%
39 SALE OF JUNK/SALVAGE	300	58	68	232	23%
40 SALES OF UNCLAIM PROPERTY	3,000	1,631	1,764	1,236	59%
41 CONFISCATED AND FORFEITED PROPERTY	2,000	-	-	2,000	0%
42 OTHER JUDGEMENT/SETTLEMENT	2,000	-	3	1,997	0%
43 POLICE JUDGMENTS/RESTITUTION	200	60	419	(219)	210%
44 CASHIERS OVERAGES/SHORT AGES	-	(76)	(122)	122	0%
45 OTHER MISC REVENUES	2,000	308,712	198,732	(196,732)	9937%
46 SMALL OVERPAYMENT	30	51	48	(18)	159%
47 NSF FEES - PARKS & REC	20	-	30	(10)	150%
48 NSF FEES - MUNICIPAL COURT	300	236	108	192	36%
49 NSF FEES - POLICE	-	30	-	-	0%
50 FLEX-PLAN SERVICES FORFEITURES	-	-	370	(370)	0%
51 US BANK REBATE	7,500	7,168	5,348	2,152	71%
	643,338	721,112	777,305	(133,967)	121%
TRANSFERS-IN:					
52 INTERFUND TRANSFER FROM FUND 012	3,835,827	49,584	-	3,835,827	0%
53 INTERFUND TRANSFER FROM FUND 011	931,523	-	-	931,523	0%
54 TRANSFER FROM FUND 127	26,300	13,150	13,150	13,150	50%
	4,793,650	62,734	13,150	4,780,500	0%
TOTAL GENERAL FUND REVENUE	\$ 45,633,544	\$ 26,213,586	\$ 26,334,930	\$ 19,298,614	58%

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

**CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL**

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
GENERAL FUND EXPENDITURES (001)					
1 SALARIES AND WAGES	\$ 16,459,498	\$ 9,702,032	\$ 10,547,665	\$ 5,911,833	64%
2 OVERTIME	488,380	447,897	533,119	(44,739)	109%
3 HOLIDAY BUY BACK	250,491	4,268	8,449	242,042	3%
4 BENEFITS	6,120,051	3,771,037	4,147,038	1,973,013	68%
5 UNIFORMS	90,475	57,762	81,615	8,860	90%
6 SUPPLIES	380,280	248,552	324,551	55,729	85%
7 SMALL EQUIPMENT	222,379	54,943	112,504	109,875	51%
8 PROFESSIONAL SERVICES ⁷	15,056,950	1,788,482	8,682,114	6,374,836	58%
9 COMMUNICATIONS	165,556	97,943	96,386	69,170	58%
10 TRAVEL	66,380	30,376	49,268	17,112	74%
11 EXCISE TAXES	6,500	3,534	3,947	2,553	61%
12 RENTAL/LEASE	1,842,569	1,320,388	1,230,571	611,998	67%
13 INSURANCE	431,095	437,253	436,448	(5,353)	101%
14 UTILITIES	460,625	325,396	334,765	125,860	73%
15 REPAIRS & MAINTENANCE	584,030	182,702	414,907	169,123	71%
16 MISCELLANEOUS	479,954	236,790	276,287	203,667	58%
17 INTERGOVERNMENTAL SERVICES ⁷	-	6,317,980	-	-	0%
18 INTERGOVERNMENTAL PAYMENTS	75,000	403,135	75,000	-	100%
19 INTERFUND SUBSIDIES	1,953,108	779,625	625,579	1,327,529	32%
20 LAND	-	4,884	-	-	0%
21 MACHINERY/EQUIPMENT	27,042	80,159	-	27,042	0%
22 CONSTRUCTION PROJECTS	10,494	-	-	10,494	0%
23 GENERAL OBLIGATION BOND PRINCIPAL	183,710	-	-	183,710	0%
24 OTHER INTEREST & DEBT SERVICE COSTS	500	-	-	500	0%
25 INTEREST ON LONG-TERM EXTERNAL DEBT	14,050	10,576	7,023	7,027	50%
	<u>\$ 45,369,117</u>	<u>\$ 26,305,714</u>	<u>\$ 27,987,234</u>	<u>\$ 17,381,883</u>	<u>62%</u>
LEO FF-MEDICAL INS. RESERVE (009)					
26 BENEFITS	\$ 206,650	\$ 113,183	\$ 113,364	\$ 93,286	55%
27 PENSION AND DISABILITY PAYMENTS	252,990	149,054	179,940	73,050	71%
28 PROFESSIONAL SERVICES	7,000	2,962	180	6,820	3%
29 MISCELLANEOUS	280	400	455	(175)	163%
	<u>\$ 466,920</u>	<u>\$ 265,598</u>	<u>\$ 293,939</u>	<u>\$ 172,981</u>	<u>63%</u>
RISK MANAGEMENT RESERVE FUND (011)					
30 INTERFUND SUBSIDIES	\$ 931,523	\$ -	\$ -	\$ 931,523	0%
	<u>\$ 931,523</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 931,523</u>	<u>0%</u>
CONTINGENCY RESERVE FUND (012)					
31 INTERFUND LOAN	\$ -	\$ 284,910	\$ -	\$ -	0%
32 INTERFUND SUBSIDIES	3,835,827	49,584	-	3,835,827	0%
	<u>\$ 3,835,827</u>	<u>\$ 334,494</u>	<u>\$ -</u>	<u>\$ 3,835,827</u>	<u>0%</u>
HISTORIC PRESERVATION GIFT FUND (014)					
33 SUPPLIES	\$ 100	\$ -	\$ -	\$ 100	0%
34 PROFESSIONAL SERVICES	200	-	-	200	0%
35 MISCELLANEOUS	10,900	-	5,533	5,367	51%
	<u>\$ 11,200</u>	<u>\$ -</u>	<u>\$ 5,533</u>	<u>\$ 5,667</u>	<u>49%</u>
EDMONDS HOMELESSNESS RESPONSE FUND (018)					
36 PROFESSIONAL SERVICES	\$ 1,862	\$ -	\$ 1,862	\$ -	100%
	<u>\$ 1,862</u>	<u>\$ -</u>	<u>\$ 1,862</u>	<u>\$ -</u>	<u>100%</u>
EDMONDS OPIOID RESPONSE FUND (019)					
37 INTERFUND SUBSIDIES	\$ 200,000	\$ -	\$ 100,000	\$ 100,000	50%
	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>50%</u>
DRUG ENFORCEMENT FUND (104)					
38 PROFESSIONAL SERVICES	\$ 45,000	\$ -	\$ -	\$ 45,000	0%
39 REPAIR/MAINT	800	-	-	800	0%
40 INTERGOVERNMENTAL SERVICES	-	72,276	-	-	0%
	<u>\$ 45,800</u>	<u>\$ 72,276</u>	<u>\$ -</u>	<u>\$ 45,800</u>	<u>0%</u>

⁷ The difference for "intergovernmental services" and "professional services" is due to a change in BARS coding.

CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
STREET FUND (111)					
1 SALARIES AND WAGES	\$ 795,977	\$ 330,944	\$ 380,085	\$ 415,892	48%
2 OVERTIME	35,900	16,656	35,738	162	100%
3 BENEFITS	264,125	163,342	180,152	83,973	68%
4 UNIFORMS	6,000	3,136	3,278	2,722	55%
5 SUPPLIES	335,000	137,695	184,295	150,705	55%
6 SMALL EQUIPMENT	20,000	396	1,416	18,584	7%
7 PROFESSIONAL SERVICES	26,140	8,431	7,307	18,833	28%
8 COMMUNICATIONS	4,500	4,840	4,286	214	95%
9 TRAVEL	1,000	-	-	1,000	0%
10 RENTAL/LEASE	268,280	126,010	179,920	88,360	67%
11 INSURANCE	153,881	156,645	156,514	(2,633)	102%
12 UTILITIES	276,605	165,167	168,506	108,099	61%
13 REPAIRS & MAINTENANCE	52,000	13,884	19,890	32,110	38%
14 MISCELLANEOUS	8,000	829	1,662	6,338	21%
15 INTERGOVERNMENTAL SERVICES	-	854	-	-	0%
16 GENERAL OBLIGATION BOND PRINCIPAL	4,040	-	-	4,040	0%
17 INTEREST	580	322	289	291	50%
	<u>\$ 2,252,028</u>	<u>\$ 1,129,150</u>	<u>\$ 1,323,337</u>	<u>\$ 928,691</u>	<u>59%</u>
COMBINED STREET CONST/IMPROVE (112)					
18 SALARIES AND WAGES	\$ -	\$ 14,754	\$ -	\$ -	0%
19 BENEFITS	961	10,186	-	961	0%
20 PROFESSIONAL SERVICES	3,893,563	257,794	212,154	3,681,409	5%
21 REPAIRS & MAINTENANCE	1,138,238	-	304,511	833,727	27%
22 INTERFUND SUBSIDIES	47,710	40,515	40,318	7,392	85%
23 LAND	38,500	-	-	38,500	0%
24 CONSTRUCTION PROJECTS	1,698,873	1,984,096	236,680	1,462,193	14%
25 INTERGOVERNMENTAL LOANS	72,220	72,201	72,201	19	100%
26 INTEREST	2,330	2,674	2,313	17	99%
	<u>\$ 6,892,395</u>	<u>\$ 2,382,221</u>	<u>\$ 868,178</u>	<u>\$ 6,024,217</u>	<u>13%</u>
MUNICIPAL ARTS ACQUIS. FUND (117)					
27 SUPPLIES	\$ 4,700	\$ 171	\$ 533	\$ 4,167	11%
28 SMALL EQUIPMENT	1,700	-	-	1,700	0%
29 PROFESSIONAL SERVICES	166,500	37,090	26,859	139,641	16%
30 TRAVEL	80	9	6	74	8%
31 RENTAL/LEASE	2,000	-	-	2,000	0%
32 REPAIRS & MAINTENANCE	300	-	-	300	0%
33 MISCELLANEOUS	6,600	3,734	2,931	3,669	44%
	<u>\$ 181,880</u>	<u>\$ 41,004</u>	<u>\$ 30,329</u>	<u>\$ 151,551</u>	<u>17%</u>
HOTEL/MOTEL TAX REVENUE FUND (120)					
34 PROFESSIONAL SERVICES	\$ 103,934	\$ 27,171	\$ 42,001	\$ 61,933	40%
35 MISCELLANEOUS	1,000	-	583	417	58%
36 INTERFUND SUBSIDIES	4,000	2,000	2,000	2,000	50%
	<u>\$ 108,934</u>	<u>\$ 29,171</u>	<u>\$ 44,584</u>	<u>\$ 64,350</u>	<u>41%</u>
EMPLOYEE PARKING PERMIT FUND (121)					
37 SUPPLIES	\$ 1,790	\$ -	\$ -	\$ 1,790	0%
38 PROFESSIONAL SERVICES	25,090	-	-	25,090	0%
	<u>\$ 26,880</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 26,880</u>	<u>0%</u>
YOUTH SCHOLARSHIP FUND (122)					
39 MISCELLANEOUS	\$ 3,000	\$ 1,532	\$ 2,561	\$ 439	85%
	<u>\$ 3,000</u>	<u>\$ 1,532</u>	<u>\$ 2,561</u>	<u>\$ 439</u>	<u>85%</u>
TOURISM PROMOTIONAL FUND/ARTS (123)					
40 PROFESSIONAL SERVICES	\$ 28,500	\$ 7,595	\$ 8,515	\$ 19,985	30%
41 MISCELLANEOUS	3,500	1,464	1,959	1,541	56%
	<u>\$ 32,000</u>	<u>\$ 9,059</u>	<u>\$ 10,474</u>	<u>\$ 21,526</u>	<u>33%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

**CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL**

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
REAL ESTATE EXCISE TAX 2 (125)					
1 SUPPLIES	\$ 21,000	\$ 17,082	\$ 34,096	\$ (13,096)	162%
2 PROFESSIONAL SERVICES	586,505	68,442	110,378	476,127	19%
3 RENTAL/LEASE	-	-	381	(381)	0%
4 REPAIRS & MAINTENANCE	591,156	23,121	309,198	281,958	52%
5 LAND	100,000	-	-	100,000	0%
6 CONSTRUCTION PROJECTS	2,084,625	553,404	430,164	1,654,461	21%
	<u>\$ 3,383,286</u>	<u>\$ 662,049</u>	<u>\$ 884,216</u>	<u>\$ 2,499,070</u>	<u>26%</u>
REAL ESTATE EXCISE TAX 1, PARKS ACQ (126)					
7 PROFESSIONAL SERVICES	\$ 204,650	\$ 110,576	\$ 71,986	132,664	35%
8 REPAIRS & MAINTENANCE	658,879	-	293,495	365,384	45%
9 MISCELLANEOUS	-	216,720	-	-	0%
10 INTERFUND SUBSIDIES	133,030	15,063	14,013	119,018	11%
11 LAND	100,000	-	-	100,000	0%
12 CONSTRUCTION PROJECTS	2,748,902	48,666	497,801	2,251,101	18%
13 GENERAL OBLIGATION BONDS	23,480	-	-	23,480	0%
14 INTEREST	3,360	1,873	1,680	1,680	50%
	<u>\$ 3,872,301</u>	<u>\$ 392,898</u>	<u>\$ 878,975</u>	<u>\$ 2,993,326</u>	<u>23%</u>
GIFTS CATALOG FUND (127)					
15 SUPPLIES	\$ 49,479	\$ 2,302	\$ 25,052	\$ 24,427	51%
16 SMALL EQUIPMENT	15,325	-	574	14,751	4%
17 PROFESSIONAL SERVICES	6,500	-	-	6,500	0%
18 REPAIRS & MAINTENANCE	11,250	-	1,858	9,392	17%
19 MISCELLANEOUS	600	154	-	600	0%
20 INTERFUND SUBSIDIES	26,300	13,150	13,150	13,150	50%
	<u>\$ 109,454</u>	<u>\$ 15,606</u>	<u>\$ 40,634</u>	<u>\$ 68,820</u>	<u>37%</u>
CEMETERY MAINTENANCE/IMPROVEMENT (130)					
21 SALARIES AND WAGES	\$ 93,593	\$ 58,238	\$ 62,992	\$ 30,601	67%
22 OVERTIME	3,500	2,122	2,901	599	83%
23 BENEFITS	38,909	24,098	28,502	10,407	73%
24 UNIFORMS	1,000	675	225	775	23%
25 SUPPLIES	7,000	17,079	2,728	4,272	39%
26 SUPPLIES PURCHASED FOR INVENTORY/REALE	20,000	16,281	11,540	8,460	58%
27 SMALL EQUIPMENT	-	-	1,246	(1,246)	0%
28 PROFESSIONAL SERVICES	4,200	1,406	866	3,334	21%
29 COMMUNICATIONS	1,410	1,036	1,239	171	88%
30 TRAVEL	500	-	-	500	0%
31 RENTAL/LEASE	6,260	7,760	4,173	2,087	67%
32 UTILITIES	3,835	2,985	2,961	874	77%
33 REPAIRS & MAINTENANCE	500	-	-	500	0%
34 MISCELLANEOUS	14,000	2,861	11,960	2,040	85%
	<u>\$ 194,707</u>	<u>\$ 134,541</u>	<u>\$ 131,334</u>	<u>\$ 63,373</u>	<u>67%</u>
PARKS TRUST FUND (136)					
35 SMALL EQUIPMENT	\$ 5,000	\$ -	\$ 4,935	\$ 65	99%
36 INTERFUND SUBSIDIES	-	-	-	-	0%
	<u>\$ 5,000</u>	<u>\$ -</u>	<u>\$ 4,935</u>	<u>\$ 65</u>	<u>99%</u>
SISTER CITY COMMISSION (138)					
37 SUPPLIES	\$ 1,500	\$ 27	\$ 651	\$ 849	43%
38 TRAVEL	4,500	-	2,705	1,795	60%
39 MISCELLANEOUS	4,500	357	1,403	3,097	31%
	<u>\$ 10,500</u>	<u>\$ 385</u>	<u>\$ 4,760</u>	<u>\$ 5,740</u>	<u>45%</u>
BUSINESS IMPROVEMENT DISTRICT FUND (140)					
40 SUPPLIES	\$ -	\$ 6,892	\$ 12,278	\$ (12,278)	0%
41 PROFESSIONAL SERVICES	-	47,114	42,145	(42,145)	0%
42 MISCELLANEOUS	-	4,049	989	(989)	0%
	<u>\$ -</u>	<u>\$ 58,055</u>	<u>\$ 55,412</u>	<u>\$ (55,412)</u>	<u>0%</u>
LID FUND CONTROL (211)					
43 INTERFUND SUBSIDIES	\$ 12,400	\$ -	\$ -	\$ 12,400	0%
	<u>\$ 12,400</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,400</u>	<u>0%</u>
2012 LTGO DEBT SERVIC FUND (231)					
44 GENERAL OBLIGATION BOND	\$ 609,630	\$ -	\$ -	\$ 609,630	0%
45 INTEREST	106,780	59,284	53,388	53,392	50%
	<u>\$ 716,410</u>	<u>\$ 59,284</u>	<u>\$ 53,388</u>	<u>\$ 663,022</u>	<u>7%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

**CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL**

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
PARKS CONSTRUCTION FUND (332)					
1 PROFESSIONAL SERVICES	\$ 4,760	\$ 8,146	\$ 14,265	\$ (9,505)	300%
2 INTERFUND SUBSIDIES	-	200,000	-	-	0%
3 CONSTRUCTION PROJECTS	3,992,668	52,184	106,210	3,886,458	3%
	<u>\$ 3,997,428</u>	<u>\$ 260,329</u>	<u>\$ 120,475</u>	<u>\$ 3,876,953</u>	<u>3%</u>
WATER FUND (421)					
4 SALARIES AND WAGES	\$ 845,003	\$ 486,116	\$ 522,978	\$ 322,025	62%
5 OVERTIME	24,000	14,769	16,596	7,404	69%
6 BENEFITS	371,025	227,858	237,172	133,853	64%
7 UNIFORMS	4,000	2,747	2,193	1,807	55%
8 SUPPLIES	150,000	109,023	44,351	105,649	30%
9 FUEL CONSUMED	-	70	-	-	0%
10 WATER PURCHASED FOR RESALE	1,950,000	1,169,057	1,216,452	733,548	62%
11 SUPPLIES PURCHASED FOR INVENTORY/RESALE	170,000	71,061	100,408	69,592	59%
12 SMALL EQUIPMENT	11,000	2,236	4,856	6,144	44%
13 PROFESSIONAL SERVICES	878,372	473,664	541,754	336,618	62%
14 COMMUNICATIONS	30,000	18,266	19,676	10,324	66%
15 TRAVEL	200	-	-	200	0%
16 EXCISE TAXES ⁸	1,649,700	278,660	1,055,003	594,697	64%
17 RENTAL/LEASE	155,532	95,005	101,847	53,685	65%
18 INSURANCE	54,423	56,738	55,096	(673)	101%
19 UTILITIES	35,310	16,598	18,103	17,207	51%
20 REPAIRS & MAINTENANCE	1,603,100	16,619	217,873	1,385,227	14%
21 MISCELLANEOUS	121,400	67,622	80,026	41,374	66%
22 INTERGOVERNMENTAL SERVICES	-	28,059	-	-	0%
23 INTERFUND TAXES ⁸	-	764,658	-	-	0%
24 INTERFUND SUBSIDIES	646,370	211,087	206,313	440,057	32%
25 MACHINERY/EQUIPMENT	15,000	-	-	15,000	0%
26 CONSTRUCTION PROJECTS	3,614,690	2,722,157	1,565,489	2,049,201	43%
27 GENERAL OBLIGATION BONDS	2,710	-	-	2,710	0%
28 REVENUE BONDS	355,740	-	-	355,740	0%
29 INTERGOVERNMENTAL LOANS	25,840	25,839	25,839	1	100%
30 INTEREST	225,580	118,495	113,174	112,406	50%
	<u>\$ 12,938,995</u>	<u>\$ 6,976,403</u>	<u>\$ 6,145,198</u>	<u>\$ 6,793,797</u>	<u>47%</u>
STORM FUND (422)					
31 SALARIES AND WAGES	\$ 702,584	\$ 427,897	\$ 455,413	\$ 247,171	65%
32 OVERTIME	29,000	6,809	30,127	(1,127)	104%
33 BENEFITS	360,829	218,029	231,907	128,922	64%
34 UNIFORMS	6,500	4,831	4,964	1,536	76%
35 SUPPLIES	46,000	22,079	17,614	28,386	38%
36 SMALL EQUIPMENT	4,000	74	3,653	347	91%
37 PROFESSIONAL SERVICES	1,711,075	476,596	699,664	1,011,411	41%
38 COMMUNICATIONS	3,200	3,105	3,203	(3)	100%
39 TRAVEL	4,300	840	-	4,300	0%
40 EXCISE TAXES ⁸	470,100	41,531	367,153	102,947	78%
41 RENTAL/LEASE	246,404	164,451	162,905	83,499	66%
42 INSURANCE	125,390	178,798	127,548	(2,158)	102%
43 UTILITIES	10,710	6,537	7,397	3,313	69%
44 REPAIR & MAINTENANCE	439,568	11,160	10,271	429,297	2%
45 MISCELLANEOUS	113,100	65,498	106,630	6,470	94%
46 INTERGOVERNMENTAL SERVICES	-	80,523	-	-	0%
47 INTERFUND TAXES AND OPERATING ASSESSMENT ⁸	-	291,071	-	-	0%
48 INTERFUND SUBSIDIES	299,487	83,159	81,819	217,668	27%
49 CONSTRUCTION PROJECTS	4,987,891	142,827	782,360	4,205,531	16%
50 GENERAL OBLIGATION BONDS	98,900	-	-	98,900	0%
51 REVENUE BONDS	173,940	-	-	173,940	0%
52 INTERGOVERNMENTAL LOANS	55,639	32,063	32,063	23,577	58%
53 INTEREST	131,155	65,463	62,969	68,186	48%
	<u>\$ 10,019,772</u>	<u>\$ 2,323,341</u>	<u>\$ 3,187,661</u>	<u>\$ 6,832,111</u>	<u>32%</u>

⁸ The difference for "interfund taxes" and "excise taxes" is due to a change in BARS coding.

**CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL**

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
SEWER FUND (423)					
1 SALARIES AND WAGES	\$ 1,850,763	\$ 1,106,388	\$ 1,178,320	\$ 672,443	64%
2 OVERTIME	95,000	58,999	64,237	30,763	68%
3 BENEFITS	815,177	500,960	514,019	301,158	63%
4 UNIFORMS	9,500	6,287	5,782	3,718	61%
5 SUPPLIES	417,200	201,875	196,469	220,731	47%
6 FUEL CONSUMED	80,000	35,918	28,633	51,367	36%
7 SUPPLIES PURCHASED FOR INV OR RESALE	4,000	-	-	4,000	0%
8 SMALL EQUIPMENT	50,000	31,998	10,531	39,469	21%
9 PROFESSIONAL SERVICES	1,599,670	686,071	727,965	871,705	46%
10 COMMUNICATIONS	43,000	28,593	27,875	15,125	65%
11 TRAVEL	5,000	2,122	32	4,968	1%
12 EXCISE TAXES ⁹	973,000	144,260	713,422	259,578	73%
13 RENTAL/LEASE	313,469	205,206	232,833	80,636	74%
14 INSURANCE	184,261	117,717	186,110	(1,849)	101%
15 UTILITIES	1,231,310	676,491	719,906	511,404	58%
16 REPAIR & MAINTENANCE	695,000	288,320	277,603	417,397	40%
17 MISCELLANEOUS	125,650	55,822	61,373	64,277	49%
18 INTERGOVERNMENTAL SERVICES	-	95,112	-	-	0%
19 INTERFUND TAXES AND OPERATING ASSESSMENT ⁹	-	510,565	-	-	0%
20 INTERFUND SUBSIDIES	2,420,671	413,431	603,173	1,817,498	25%
21 MACHINERY/EQUIPMENT	30,000	79,862	27,858	2,142	93%
22 CONSTRUCTION PROJECTS	6,300,393	1,397,862	1,346,996	4,953,397	21%
23 GENERAL OBLIGATION BONDS	150,050	-	-	150,050	0%
24 REVENUE BONDS	80,340	-	-	80,340	0%
25 INTERGOVERNMENTAL LOANS	172,540	171,872	172,528	12	100%
26 INTEREST	75,490	44,050	40,516	34,974	54%
27 OTHER INTEREST & DEBT SERVICE COSTS	-	5,297	5,015	(5,015)	0%
	<u>\$ 17,721,484</u>	<u>\$ 6,865,075</u>	<u>\$ 7,141,197</u>	<u>\$ 10,580,287</u>	<u>40%</u>
BOND RESERVE FUND (424)					
28 REVENUE BONDS	\$ 740,010	\$ -	\$ -	\$ 740,010	0%
29 INTEREST	1,251,200	640,742	625,592	625,608	50%
	<u>\$ 1,991,210</u>	<u>\$ 640,742</u>	<u>\$ 625,592</u>	<u>\$ 1,365,618</u>	<u>31%</u>

⁹ The difference for "interfund taxes" and "excise taxes" is due to a change in BARS coding.

**CITY OF EDMONDS
EXPENDITURES BY FUND - DETAIL**

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
EQUIPMENT RENTAL FUND (511)					
1 SALARIES AND WAGES	\$ 259,309	\$ 168,649	\$ 173,543	\$ 85,766	67%
2 OVERTIME	2,000	-	8,081	(6,081)	404%
3 BENEFITS	113,207	72,047	75,026	38,181	66%
4 UNIFORMS	1,000	852	1,162	(162)	116%
5 SUPPLIES	110,000	45,351	76,698	33,302	70%
6 FUEL CONSUMED	1,000	-	-	1,000	0%
7 SUPPLIES PURCHASED FOR INVENTORY/RESALE	273,000	109,954	112,863	160,137	41%
8 SMALL EQUIPMENT	58,000	5,621	1,892	56,108	3%
9 PROFESSIONAL SERVICES	46,580	2,720	3,371	43,209	7%
10 COMMUNICATIONS	3,000	1,496	1,460	1,540	49%
11 TRAVEL	1,000	339	255	745	25%
12 RENTAL/LEASE	14,120	6,250	9,158	4,962	65%
13 INSURANCE	32,015	29,464	30,167	1,848	94%
14 UTILITIES	14,200	8,720	9,720	4,480	68%
15 REPAIRS & MAINTENANCE	60,000	19,525	23,059	36,941	38%
16 MISCELLANEOUS	12,000	7,445	9,181	2,819	77%
17 INTERGOVERNMENTAL SERVICES	-	1,489	-	-	0%
18 MACHINERY/EQUIPMENT	1,933,000	323,937	514,930	1,418,070	27%
	<u>\$ 2,933,431</u>	<u>\$ 803,858</u>	<u>\$ 1,050,564</u>	<u>\$ 1,882,867</u>	<u>36%</u>
TECHNOLOGY RENTAL FUND (512)					
19 SALARIES AND WAGES	\$ 292,502	\$ 186,309	\$ 200,548	\$ 91,954	69%
20 OVERTIME	2,000	1,330	60	1,940	3%
21 BENEFITS	97,499	62,169	68,107	29,393	70%
22 SUPPLIES	5,000	3,661	3,157	1,843	63%
23 SMALL EQUIPMENT	38,000	88,756	36,446	1,554	96%
24 PROFESSIONAL SERVICES	210,000	162,866	8,988	201,012	4%
25 COMMUNICATIONS	58,770	27,657	38,406	20,364	65%
26 TRAVEL	1,500	412	359	1,141	24%
27 RENTAL/LEASE	7,200	5,559	5,900	1,300	82%
28 REPAIRS & MAINTENANCE	387,690	130,597	185,760	201,930	48%
29 MISCELLANEOUS	5,000	9,320	3,215	1,785	64%
30 MACHINERY/EQUIPMENT	74,750	46,580	57,571	17,179	77%
	<u>\$ 1,179,911</u>	<u>\$ 725,215</u>	<u>\$ 608,516</u>	<u>\$ 571,395</u>	<u>52%</u>
FIREMEN'S PENSION FUND (617)					
31 BENEFITS	\$ 81,596	\$ 15,687	\$ 13,879	\$ 67,717	17%
32 PENSION AND DISABILITY PAYMENTS	54,427	35,061	98,306	(43,879)	181%
33 PROFESSIONAL SERVICES	1,200	538	-	1,200	0%
	<u>\$ 137,223</u>	<u>\$ 51,286</u>	<u>\$ 112,185</u>	<u>\$ 25,038</u>	<u>82%</u>
TOTAL EXPENDITURE ALL FUNDS	<u>\$ 119,582,878</u>	<u>\$ 50,539,286</u>	<u>\$ 51,713,073</u>	<u>\$ 67,869,806</u>	<u>43%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

CITY OF EDMONDS
EXPENDITURES - GENERAL FUND - BY DEPARTMENT IN SUMMARY

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
CITY COUNCIL	\$ 508,651	\$ 309,376	\$ 279,741	\$ 228,910	55%
OFFICE OF MAYOR	296,155	192,272	197,457	98,698	67%
HUMAN RESOURCES	590,331	279,002	351,814	238,517	60%
MUNICIPAL COURT	1,143,210	663,923	653,110	490,100	57%
CITY CLERK	697,520	464,996	473,386	224,134	68%
FINANCE	1,244,805	722,494	857,653	387,152	69%
CITY ATTORNEY	889,560	552,195	583,806	305,754	66%
NON-DEPARTMENTAL	13,556,979	8,273,085	8,386,837	5,170,142	62%
POLICE SERVICES	11,728,919	7,232,795	7,672,764	4,056,155	65%
COMMUNITY SERVICES/ECONOMIC DEV.	618,232	372,264	375,568	242,664	61%
DEVELOPMENT SERVICES	3,520,058	1,740,882	1,847,785	1,672,273	52%
PARKS & RECREATION	4,363,868	2,536,505	2,705,334	1,658,534	62%
PUBLIC WORKS	3,296,100	1,829,913	2,116,023	1,180,077	64%
FACILITIES MAINTENANCE	2,914,729	1,136,010	1,485,955	1,428,774	51%
	<u>\$ 45,369,117</u>	<u>\$ 26,305,714</u>	<u>\$ 27,987,234</u>	<u>\$ 17,381,883</u>	<u>62%</u>

CITY OF EDMONDS
EXPENDITURES - UTILITY- BY FUND IN SUMMARY

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
WATER UTILITY FUND	\$ 12,938,995	\$ 6,976,403	\$ 6,145,198	\$ 6,793,797	47%
STORM UTILITY FUND	10,019,772	2,323,341	3,187,661	6,832,111	32%
SEWER/WWTP UTILITY FUND	17,721,484	6,865,075	7,141,197	10,580,287	40%
BOND RESERVE FUND	1,991,210	640,742	625,592	1,365,618	31%
	<u>\$ 42,671,461</u>	<u>\$ 16,805,562</u>	<u>\$ 17,099,648</u>	<u>\$ 25,571,813</u>	<u>40%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

CITY OF EDMONDS
EXPENDITURES - GENERAL FUND - BY DEPARTMENT IN DETAIL

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
CITY COUNCIL					
SALARIES	\$ 171,950	\$ 107,684	\$ 119,446	\$ 52,504	69%
OVERTIME	1,000	-	-	1,000	0%
BENEFITS	92,751	61,711	64,963	27,788	70%
SUPPLIES	2,000	884	1,589	411	79%
SMALL EQUIPMENT	-	15,089	342	(342)	0%
PROFESSIONAL SERVICES	194,160	102,018	73,933	120,227	38%
COMMUNICATIONS	3,000	2,511	3,889	(889)	130%
TRAVEL	6,700	1,430	2,589	4,111	39%
RENTAL/LEASE	11,586	10,879	8,107	3,479	70%
REPAIRS/MAINTENANCE	500	-	121	379	24%
MISCELLANEOUS	25,004	7,171	4,762	20,242	19%
	<u>\$ 508,651</u>	<u>\$ 309,376</u>	<u>\$ 279,741</u>	<u>\$ 228,910</u>	<u>55%</u>
OFFICE OF MAYOR					
SALARIES	\$ 215,076	\$ 139,544	\$ 145,756	\$ 69,320	68%
BENEFITS	53,257	33,277	35,662	17,595	67%
SUPPLIES	1,500	387	434	1,066	29%
PROFESSIONAL SERVICES	3,000	1,943	2,211	789	74%
COMMUNICATION	1,400	1,188	676	724	48%
TRAVEL	3,000	829	2,603	397	87%
RENTAL/LEASE	13,472	13,845	8,373	5,099	62%
MISCELLANEOUS	5,450	1,258	1,742	3,708	32%
	<u>\$ 296,155</u>	<u>\$ 192,272</u>	<u>\$ 197,457</u>	<u>\$ 98,698</u>	<u>67%</u>
HUMAN RESOURCES					
SALARIES	\$ 327,939	\$ 152,969	\$ 208,820	\$ 119,119	64%
OVERTIME	-	-	197	(197)	0%
BENEFITS	118,229	58,158	65,930	52,299	56%
SUPPLIES	12,300	2,845	3,023	9,277	25%
SMALL EQUIPMENT	300	-	1,104	(804)	368%
PROFESSIONAL SERVICES	73,000	36,520	36,975	36,025	51%
COMMUNICATIONS	700	811	702	(2)	100%
TRAVEL	1,000	1,201	309	691	31%
RENTAL/LEASE	22,947	17,703	16,488	6,459	72%
REPAIR/MAINTENANCE	7,850	7,326	7,571	279	96%
MISCELLANEOUS	26,066	1,469	10,696	15,370	41%
	<u>\$ 590,331</u>	<u>\$ 279,002</u>	<u>\$ 351,814</u>	<u>\$ 238,517</u>	<u>60%</u>
MUNICIPAL COURT					
SALARIES	\$ 628,961	\$ 375,717	\$ 389,194	\$ 239,767	62%
OVERTIME	800	75	1,219	(419)	152%
BENEFITS	244,601	148,891	137,466	107,135	56%
SUPPLIES	10,600	5,870	3,976	6,624	38%
SMALL EQUIPMENT	1,000	35	5,155	(4,155)	515%
PROFESSIONAL SERVICES	124,925	62,290	52,370	72,555	42%
COMMUNICATIONS	3,550	1,714	1,855	1,695	52%
TRAVEL	6,500	3,565	2,233	4,267	34%
RENTAL/LEASE	65,251	48,210	42,949	22,302	66%
REPAIR/MAINTENANCE	4,880	-	277	4,603	6%
MISCELLANEOUS	25,100	17,556	16,415	8,685	65%
MACHINERY/EQUIPMENT	27,042	-	-	27,042	0%
	<u>\$ 1,143,210</u>	<u>\$ 663,923</u>	<u>\$ 653,110</u>	<u>\$ 490,100</u>	<u>57%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

CITY OF EDMONDS
EXPENDITURES - GENERAL FUND - BY DEPARTMENT IN DETAIL

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
CITY CLERK					
SALARIES AND WAGES	\$ 358,349	\$ 257,931	\$ 239,212	\$ 119,137	67%
BENEFITS	151,468	104,624	107,583	43,885	71%
SUPPLIES	10,240	2,572	2,057	8,183	20%
SMALL EQUIPMENT	2,000	-	4,024	(2,024)	201%
PROFESSIONAL SERVICES	42,410	14,137	19,112	23,298	45%
COMMUNICATIONS	40,000	16,649	20,766	19,234	52%
TRAVEL	2,000	437	465	1,535	23%
RENTAL/LEASE	50,973	41,187	33,124	17,849	65%
REPAIRS & MAINTENANCE	32,080	22,298	39,598	(7,518)	123%
MISCELLANEOUS	8,000	5,160	7,444	556	93%
	<u>\$ 697,520</u>	<u>\$ 464,996</u>	<u>\$ 473,386</u>	<u>\$ 224,134</u>	<u>68%</u>
FINANCE					
SALARIES	\$ 844,384	\$ 480,900	\$ 568,793	\$ 275,591	67%
OVERTIME	4,500	146	-	4,500	0%
BENEFITS	268,345	154,259	197,121	71,224	73%
SUPPLIES	7,350	2,186	3,936	3,414	54%
SMALL EQUIPMENT	5,400	3,831	579	4,821	11%
PROFESSIONAL SERVICES	14,650	109	376	14,274	3%
COMMUNICATIONS	2,000	891	790	1,210	39%
TRAVEL	3,100	3,043	2,055	1,045	66%
RENTAL/LEASE	48,226	32,592	32,871	15,355	68%
REPAIR/MAINTENANCE	38,500	41,121	42,499	(3,999)	110%
MISCELLANEOUS	8,350	3,417	8,633	(283)	103%
	<u>\$ 1,244,805</u>	<u>\$ 722,494</u>	<u>\$ 857,653</u>	<u>\$ 387,152</u>	<u>69%</u>
CITY ATTORNEY					
PROFESSIONAL SERVICES	\$ 889,560	\$ 552,195	\$ 583,806	\$ 305,754	66%
	<u>\$ 889,560</u>	<u>\$ 552,195</u>	<u>\$ 583,806</u>	<u>\$ 305,754</u>	<u>66%</u>
NON-DEPARTMENTAL					
SALARIES	\$ 101,750	\$ -	\$ -	\$ 101,750	0%
BENEFITS - UNEMPLOYMENT	40,000	8,709	28,264	11,736	71%
SUPPLIES	5,000	679	2,744	2,256	55%
PROFESSIONAL SERVICES	10,666,114	297,568	7,148,596	3,517,518	67%
EXCISE TAXES	6,500	3,534	3,947	2,553	61%
RENTAL/LEASE	10,538	7,579	8,384	2,154	80%
INSURANCE	431,095	437,253	436,448	(5,353)	101%
MISCELLANEOUS	69,614	49,695	50,853	18,761	73%
INTERGOVT SERVICES	-	6,269,849	-	-	0%
ECA LOAN PAYMENT	75,000	403,135	75,000	-	100%
INTERFUND SUBSIDIES	1,953,108	779,625	625,579	1,327,529	32%
LAND	-	4,884	-	-	0%
GENERAL OBLIGATION BOND	183,710	-	-	183,710	0%
INTEREST ON LONG-TERM DEBT	14,050	10,576	7,023	7,027	50%
FISCAL AGENT FEES	500	-	-	500	0%
	<u>\$ 13,556,979</u>	<u>\$ 8,273,085</u>	<u>\$ 8,386,837</u>	<u>\$ 5,170,142</u>	<u>62%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

CITY OF EDMONDS
EXPENDITURES - GENERAL FUND - BY DEPARTMENT IN DETAIL

Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
POLICE SERVICES					
SALARIES	\$ 6,916,238	\$ 4,166,771	\$ 4,359,837	\$ 2,556,401	63%
OVERTIME	454,780	412,239	495,563	(40,783)	109%
HOLIDAY BUYBACK	250,491	4,268	8,449	242,042	3%
BENEFITS	2,549,180	1,642,254	1,739,502	809,678	68%
UNIFORMS	80,250	51,063	72,254	7,996	90%
SUPPLIES	86,500	53,638	69,610	16,890	80%
SMALL EQUIPMENT	191,079	19,783	92,634	98,445	48%
PROFESSIONAL SERVICES	141,770	78,467	138,078	3,692	97%
COMMUNICATIONS	32,000	26,631	25,451	6,549	80%
TRAVEL	29,310	14,887	24,601	4,709	84%
RENTAL/LEASE	920,851	653,564	610,844	310,007	66%
REPAIR/MAINTENANCE	15,120	6,314	4,157	10,963	27%
MISCELLANEOUS	61,350	39,372	31,785	29,565	52%
INTERGOVERNMENTAL SERVICES	-	4,259	-	-	0%
MACHINERY/EQUIPMENT	-	59,284	-	-	0%
	<u>\$ 11,728,919</u>	<u>\$ 7,232,795</u>	<u>\$ 7,672,764</u>	<u>\$ 4,056,155</u>	<u>65%</u>
COMMUNITY SERVICES/ECON DEV.					
SALARIES	\$ 261,255	\$ 157,168	\$ 174,396	\$ 86,859	67%
BENEFITS	78,283	49,453	54,868	23,415	70%
SUPPLIES	7,000	6,335	6,280	720	90%
SMALL EQUIPMENT	800	-	-	800	0%
PROFESSIONAL SERVICES	244,400	146,060	127,565	116,835	52%
COMMUNICATIONS	1,490	808	892	598	60%
TRAVEL	2,000	746	-	2,000	0%
RENTAL/LEASE	13,004	8,082	7,628	5,376	59%
REPAIR/MAINTENANCE	500	-	-	500	0%
MISCELLANEOUS	9,500	3,613	3,937	5,563	41%
	<u>\$ 618,232</u>	<u>\$ 372,264</u>	<u>\$ 375,568</u>	<u>\$ 242,664</u>	<u>61%</u>
DEVELOPMENT SERVICES/PLANNING					
SALARIES	\$ 1,665,849	\$ 983,233	\$ 1,085,910	\$ 579,940	65%
OVERTIME	1,300	16,789	6,581	(5,281)	506%
BENEFITS	609,831	368,849	419,881	189,950	69%
UNIFORMS	500	-	-	500	0%
SUPPLIES	17,100	6,964	6,865	10,235	40%
SMALL EQUIPMENT	6,100	5,930	1,254	4,846	21%
PROFESSIONAL SERVICES	993,161	227,775	193,433	799,728	19%
COMMUNICATIONS	16,621	5,708	5,448	11,173	33%
TRAVEL	5,500	2,583	8,153	(2,653)	148%
RENTAL/LEASE	143,236	104,147	95,329	47,907	67%
REPAIRS & MAINTENANCE	6,800	15	596	6,204	9%
MISCELLANEOUS	54,060	18,888	24,336	29,725	45%
	<u>\$ 3,520,058</u>	<u>\$ 1,740,882</u>	<u>\$ 1,847,785</u>	<u>\$ 1,672,273</u>	<u>52%</u>
ENGINEERING					
SALARIES	\$ 1,720,176	\$ 949,761	\$ 1,164,318	\$ 555,858	68%
OVERTIME	8,300	4,968	4,695	3,605	57%
BENEFITS	678,356	391,147	472,751	205,605	70%
UNIFORMS	450	-	-	450	0%
SUPPLIES	-	-	32	(32)	0%
SMALL EQUIPMENT	2,200	3,645	-	2,200	0%
PROFESSIONAL SERVICES	53,840	14,587	1,848	51,992	3%
COMMUNICATIONS	16,625	9,569	9,448	7,177	57%
TRAVEL	600	89	585	15	98%
RENTAL/LEASE	123,023	79,169	81,080	41,943	66%
REPAIR/MAINTENANCE	2,600	-	-	2,600	0%
MISCELLANEOUS	79,450	40,838	46,327	33,123	58%
	<u>\$ 2,685,620</u>	<u>\$ 1,493,771</u>	<u>\$ 1,781,083</u>	<u>\$ 904,537</u>	<u>66%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

CITY OF EDMONDS
EXPENDITURES - GENERAL FUND - BY DEPARTMENT IN DETAIL

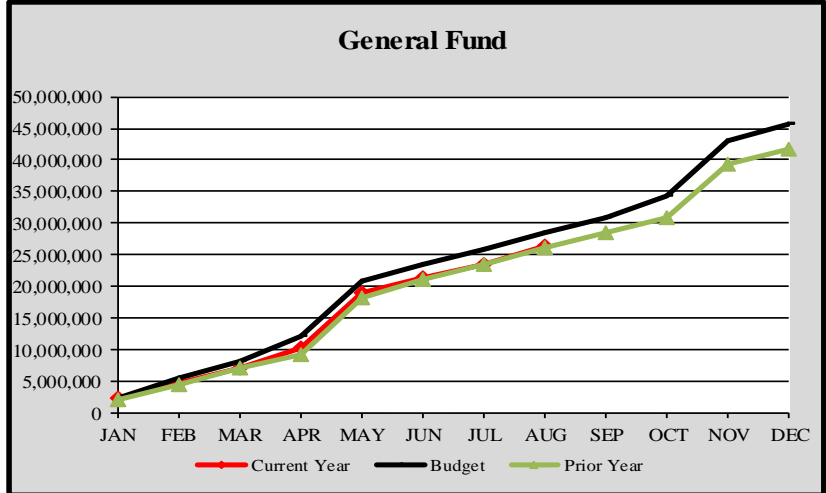
Title	2019 Amended Budget	8/31/2018 Expenditures	8/31/2019 Expenditures	Amount Remaining	% Spent
PARKS & RECREATION					
SALARIES	\$ 2,123,618	\$ 1,266,654	\$ 1,388,907	\$ 734,711	65%
OVERTIME	10,000	9,691	19,306	(9,306)	193%
BENEFITS	796,394	479,870	528,712	267,682	66%
UNIFORMS	6,275	2,583	5,114	1,161	81%
SUPPLIES	125,090	96,671	108,431	16,659	87%
SMALL EQUIPMENT	9,500	5,161	2,639	6,861	28%
PROFESSIONAL SERVICES	674,820	231,447	227,456	447,364	34%
COMMUNICATIONS	30,820	19,734	12,841	17,979	42%
TRAVEL	5,170	1,566	4,241	929	82%
RENTAL/LEASE	268,539	178,687	188,636	79,903	70%
PUBLIC UTILITY	175,338	128,349	130,682	44,656	75%
REPAIR/MAINTENANCE	29,700	3,315	22,555	7,145	76%
MISCELLANEOUS	98,110	48,030	65,814	32,296	67%
INTERGOVERNMENTAL SERVICES	-	43,872	-	-	0%
MACHINERY/EQUIPMENT	-	20,875	-	-	0%
CONSTRUCTION PROJECTS	10,494	-	-	10,494	0%
	<u>\$ 4,363,868</u>	<u>\$ 2,536,505</u>	<u>\$ 2,705,334</u>	<u>\$ 1,658,534</u>	<u>62%</u>
PUBLIC WORKS					
SALARIES	\$ 369,334	\$ 184,004	\$ 195,055	\$ 174,279	53%
OVERTIME	200	-	339	(139)	169%
BENEFITS	129,196	66,783	69,520	59,676	54%
SUPPLIES	8,600	2,138	3,311	5,289	38%
SMALL EQUIPMENT	1,000	-	2,115	(1,115)	212%
PROFESSIONAL SERVICES	200	68	60	140	30%
COMMUNICATIONS	1,350	443	442	908	33%
TRAVEL	500	-	1,427	(927)	285%
RENTAL/LEASE	91,193	80,695	59,990	31,203	66%
PUBLIC UTILITY	3,007	1,720	1,947	1,060	65%
REPAIR/MAINTENANCE	1,000	-	-	1,000	0%
MISCELLANEOUS	4,900	290	735	4,165	15%
	<u>\$ 610,480</u>	<u>\$ 336,142</u>	<u>\$ 334,941</u>	<u>\$ 275,539</u>	<u>55%</u>
FACILITIES MAINTENANCE					
SALARIES	754,619	479,696	508,023	246,596	67%
OVERTIME	7,500	3,987	5,219	2,281	70%
BENEFITS	310,160	203,052	224,815	85,345	72%
UNIFORMS	3,000	4,116	4,247	(1,247)	142%
SUPPLIES	87,000	67,383	112,264	(25,264)	129%
SMALL EQUIPMENT	3,000	1,470	2,658	342	89%
PROFESSIONAL SERVICES	940,940	23,298	76,296	864,644	8%
COMMUNICATIONS	16,000	11,287	13,185	2,815	82%
TRAVEL	1,000	-	6	994	1%
RENTAL/LEASE	59,730	44,048	36,767	22,963	62%
PUBLIC UTILITY	282,280	195,327	202,137	80,143	72%
REPAIR/MAINTENANCE	444,500	102,313	297,532	146,968	67%
MISCELLANEOUS	5,000	34	2,808	2,192	56%
	<u>\$ 2,914,729</u>	<u>\$ 1,136,010</u>	<u>\$ 1,485,955</u>	<u>\$ 1,428,774</u>	<u>51%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 45,369,117</u>	<u>\$ 26,305,714</u>	<u>\$ 27,987,234</u>	<u>\$ 17,381,883</u>	<u>62%</u>

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Revenue Summary-General Fund
2019

General Fund

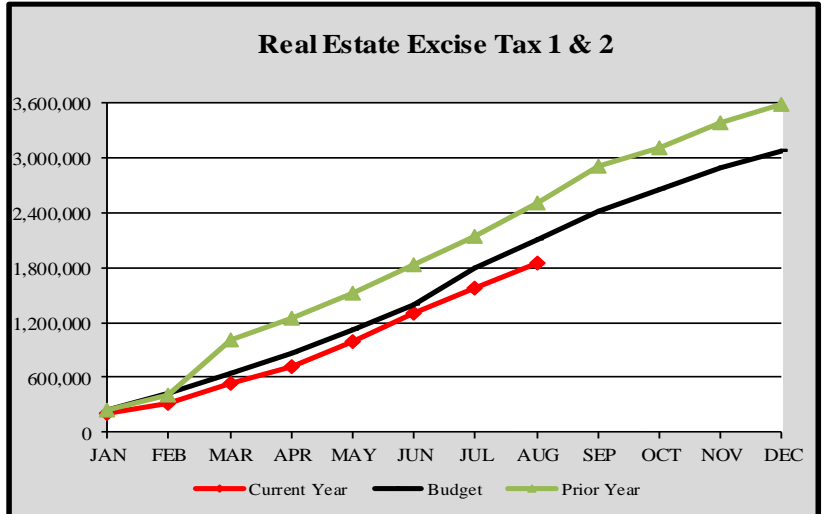
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 2,295,880	\$ 2,295,880	\$ 2,397,678	4.43%
February	5,523,107	3,227,227	4,685,465	-15.17%
March	8,281,432	2,758,324	7,046,230	-14.92%
April	12,089,929	3,808,497	10,236,291	-15.33%
May	20,820,352	8,730,423	18,888,974	-9.28%
June	23,394,651	2,574,300	21,254,387	-9.15%
July	25,781,031	2,386,380	23,534,511	-8.71%
August	28,594,858	2,813,827	26,334,930	-7.90%
September	30,993,453	2,398,595		
October	34,197,825	3,204,372		
November	43,104,777	8,906,952		
December	45,663,544	2,558,767		



City of Edmonds, WA
Monthly Revenue Summary-Real Estate Excise Tax
2019

Real Estate Excise Tax 1 & 2

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 239,174	\$ 239,174	\$ 206,702	-13.58%
February	426,584	187,410	316,468	-25.81%
March	648,598	222,013	530,155	-18.26%
April	866,924	218,326	723,280	-16.57%
May	1,118,366	251,442	997,047	-10.85%
June	1,392,391	274,025	1,295,229	-6.98%
July	1,790,060	397,669	1,573,817	-12.08%
August	2,111,970	321,910	1,854,919	-12.17%
September	2,410,481	298,511		
October	2,651,152	240,672		
November	2,897,726	246,573		
December	3,080,000	182,274		

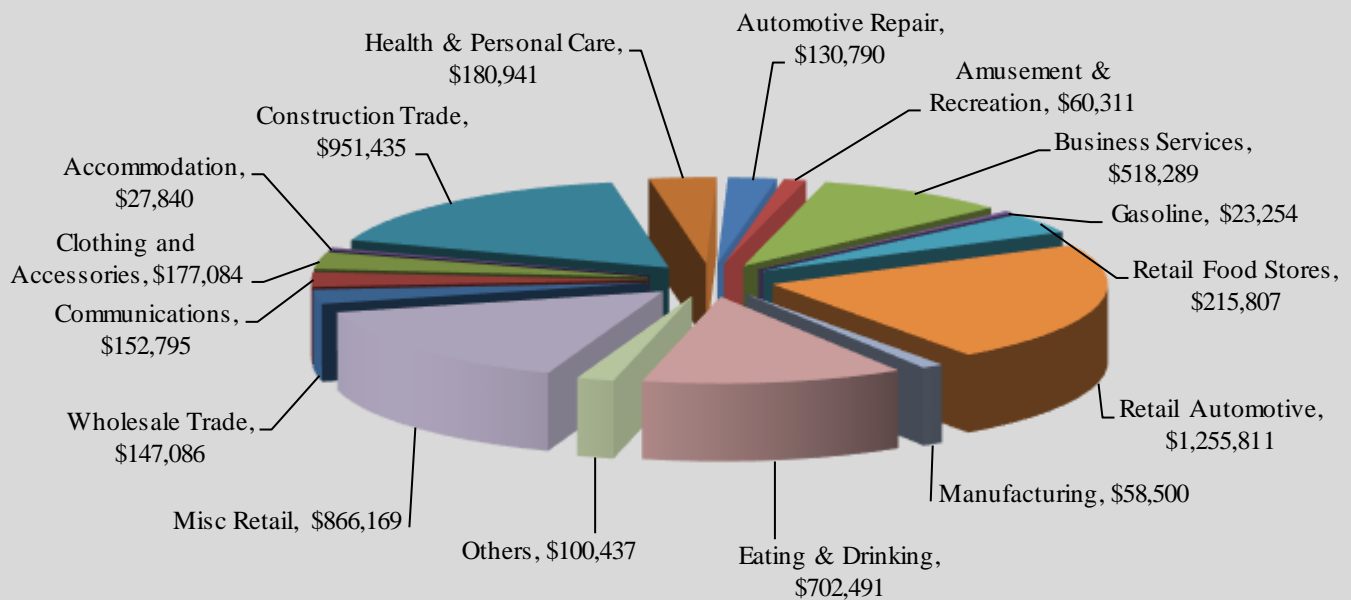


**The monthly budget forecast columns are based on a five-year average.*

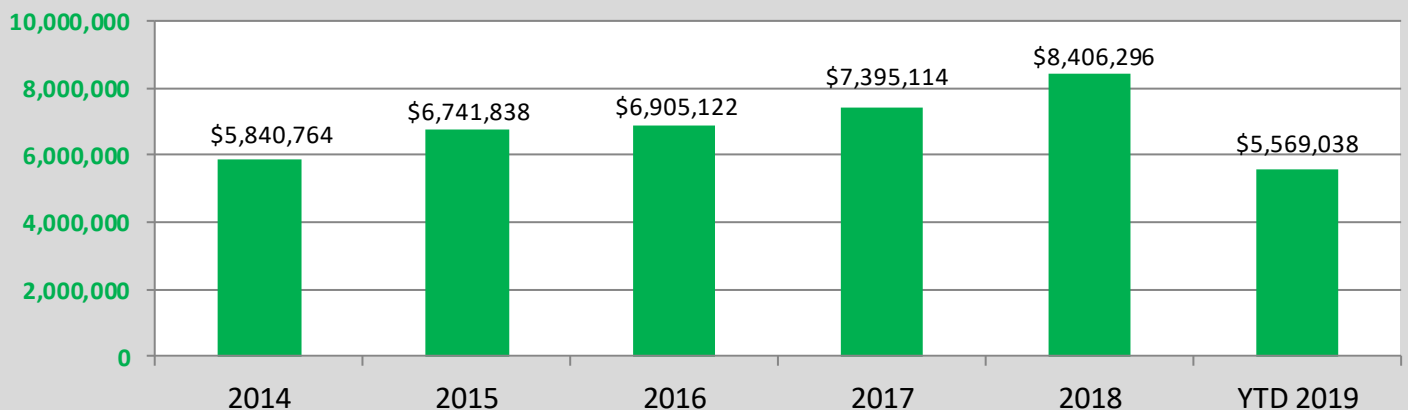
Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

SALES TAX SUMMARY

Sales Tax Analysis By Category Current Period: August 2019 Year-to-Date Total \$5,569,038



Annual Sales Tax Revenue

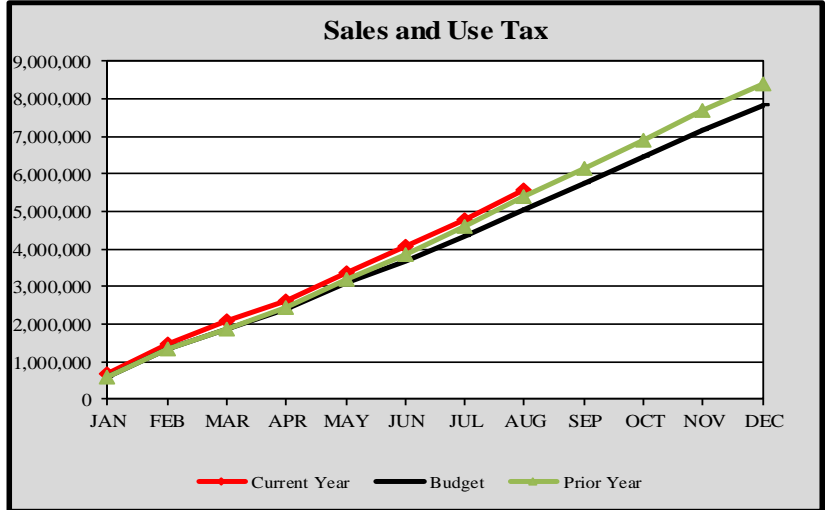


Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Revenue Summary-Sales and Use Tax
2019

Sales and Use Tax

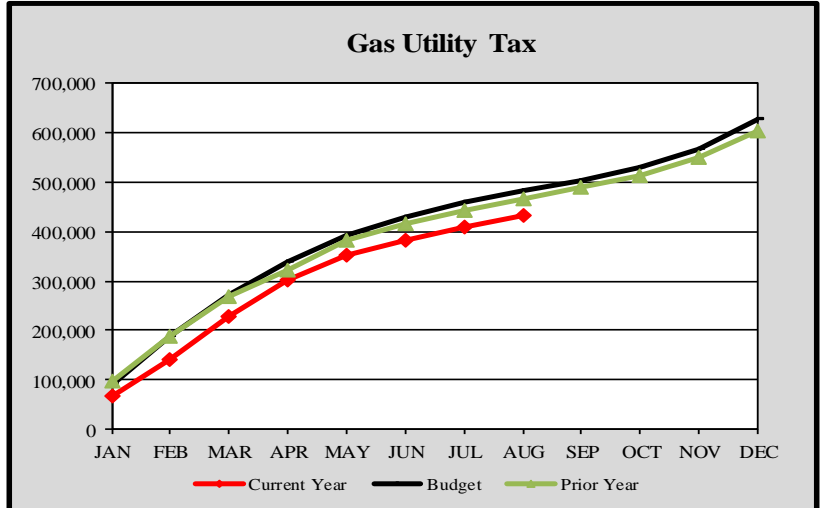
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 583,740	\$ 583,740	\$ 665,493	14.01%
February	1,326,812	743,072	1,464,443	10.37%
March	1,890,823	564,012	2,088,425	10.45%
April	2,418,442	527,618	2,636,953	9.04%
May	3,087,512	669,070	3,384,424	9.62%
June	3,695,140	607,628	4,072,013	10.20%
July	4,344,323	649,183	4,772,526	9.86%
August	5,056,215	711,892	5,569,038	10.14%
September	5,734,922	678,707		
October	6,438,793	703,871		
November	7,175,252	736,459		
December	7,825,000	649,748		



City of Edmonds, WA
Monthly Revenue Summary-Gas Utility Tax
2019

Gas Utility Tax

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 92,468	\$ 92,468	\$ 67,644	-26.85%
February	188,382	95,914	140,257	-25.55%
March	270,480	82,098	229,186	-15.27%
April	338,414	67,935	300,757	-11.13%
May	391,853	53,439	350,940	-10.44%
June	429,417	37,564	383,777	-10.63%
July	458,287	28,870	408,935	-10.77%
August	482,130	23,843	431,845	-10.43%
September	504,337	22,207		
October	530,073	25,736		
November	567,790	37,717		
December	626,600	58,810		



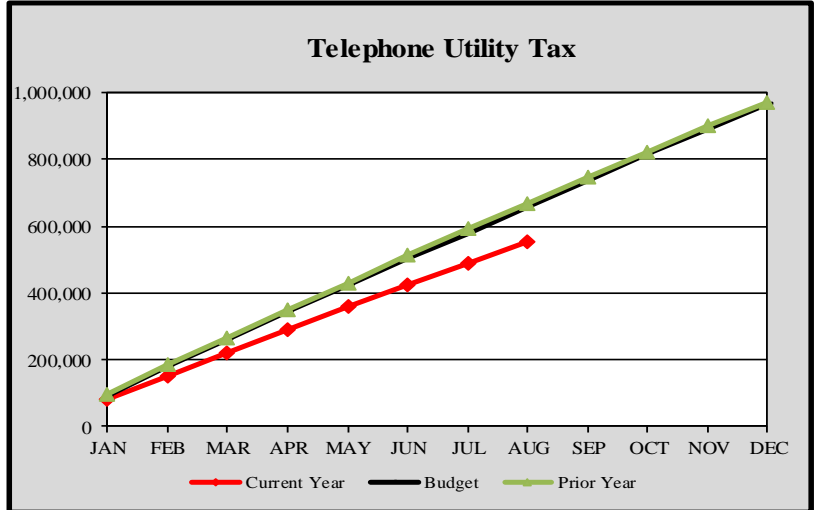
**The monthly budget forecast columns are based on a five-year average.*

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Revenue Summary-Telephone Utility Tax
2019

Telephone Utility Tax

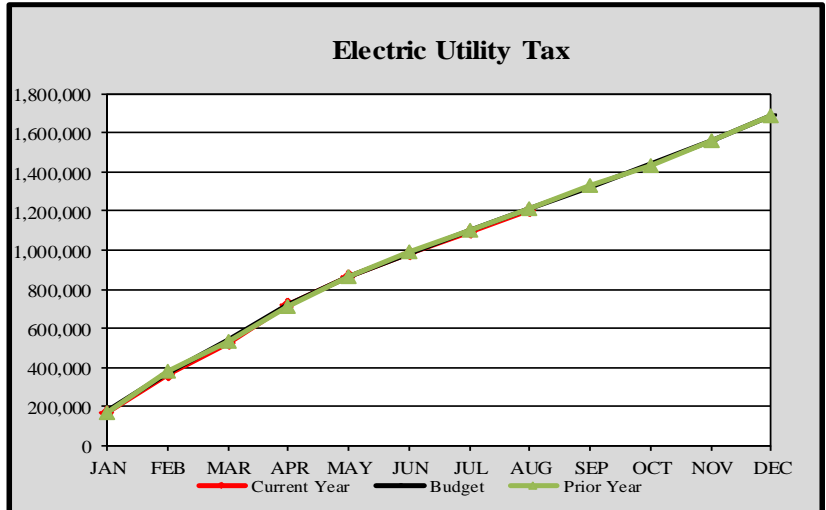
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 90,093	\$ 90,093	\$ 83,102	-7.76%
February	180,099	90,007	153,757	-14.63%
March	261,769	81,670	220,849	-15.63%
April	347,309	85,539	292,121	-15.89%
May	425,673	78,364	358,213	-15.85%
June	504,828	79,155	424,559	-15.90%
July	580,361	75,533	490,940	-15.41%
August	657,995	77,634	552,758	-15.99%
September	738,345	80,350		
October	815,639	77,294		
November	889,278	73,638		
December	967,200	77,922		



City of Edmonds, WA
Monthly Revenue Summary-Electric Utility Tax
2019

Electric Utility Tax

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 180,392	\$ 180,392	\$ 171,454	-4.96%
February	374,176	193,784	364,048	-2.71%
March	542,795	168,619	526,085	-3.08%
April	717,960	175,165	720,176	0.31%
May	863,822	145,862	864,392	0.07%
June	985,603	121,781	983,768	-0.19%
July	1,101,208	115,604	1,094,206	-0.64%
August	1,212,283	111,075	1,202,728	-0.79%
September	1,323,362	111,080		
October	1,439,932	116,570		
November	1,562,550	122,618		
December	1,691,300	128,750		



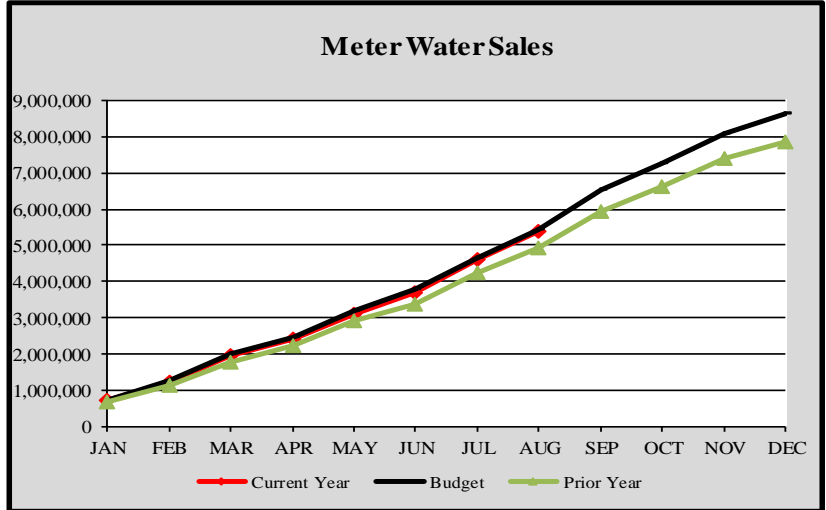
**The monthly budget forecast columns are based on a five-year average.*

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Revenue Summary-Meter Water Sales
2019

Meter Water Sales

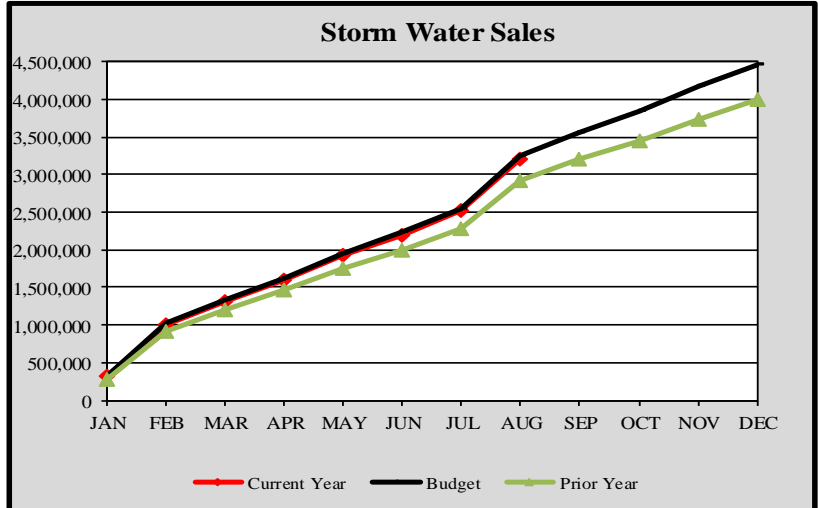
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 742,059	\$ 742,059	\$ 725,472	-2.24%
February	1,256,325	514,266	1,233,174	-1.84%
March	1,990,166	733,842	1,973,669	-0.83%
April	2,476,952	486,786	2,430,513	-1.87%
May	3,203,262	726,310	3,109,907	-2.91%
June	3,766,233	562,971	3,678,133	-2.34%
July	4,657,894	891,661	4,614,133	-0.94%
August	5,440,698	782,804	5,367,013	-1.35%
September	6,513,015	1,072,317		
October	7,251,320	738,305		
November	8,101,309	849,989		
December	8,624,564	523,255		



City of Edmonds, WA
Monthly Revenue Summary-Storm Water Sales
2019

Storm Water Sales

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 322,033	\$ 322,033	\$ 317,727	-4.96%
February	1,017,422	695,389	1,006,134	-2.71%
March	1,338,925	321,503	1,323,366	-3.08%
April	1,623,949	285,024	1,605,082	0.31%
May	1,945,558	321,609	1,923,272	0.07%
June	2,231,420	285,862	2,204,539	-0.19%
July	2,553,731	322,311	2,523,469	-1.19%
August	3,249,585	695,854	3,211,601	-1.17%
September	3,570,469	320,884		
October	3,855,506	285,037		
November	4,177,408	321,902		
December	4,462,767	285,359		

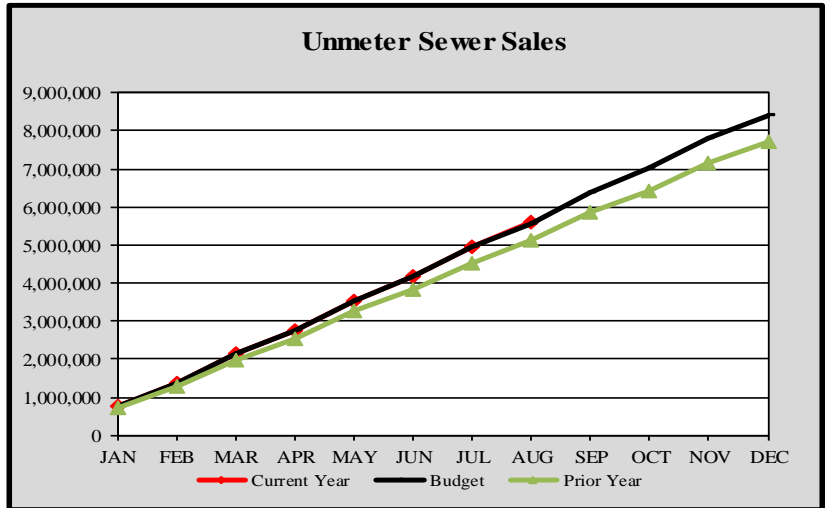


**The monthly budget forecast columns are based on a five-year average.*

City of Edmonds, WA
Monthly Revenue Summary-Unmeter Sewer Sales
2019

Unmeter Sewer Sales

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
<i>January</i>	\$ 764,057	\$ 764,057	\$ 766,027	0.26%
<i>February</i>	1,382,019	617,962	1,384,500	0.18%
<i>March</i>	2,141,223	759,204	2,149,907	0.41%
<i>April</i>	2,762,974	621,752	2,770,969	0.29%
<i>May</i>	3,530,212	767,237	3,534,965	0.13%
<i>June</i>	4,158,923	628,711	4,166,664	0.19%
<i>July</i>	4,943,476	784,553	4,976,361	0.67%
<i>August</i>	5,570,113	626,637	5,610,350	0.72%
<i>September</i>	6,371,750	801,637		
<i>October</i>	7,005,968	634,218		
<i>November</i>	7,783,039	777,071		
<i>December</i>	8,408,534	625,495		



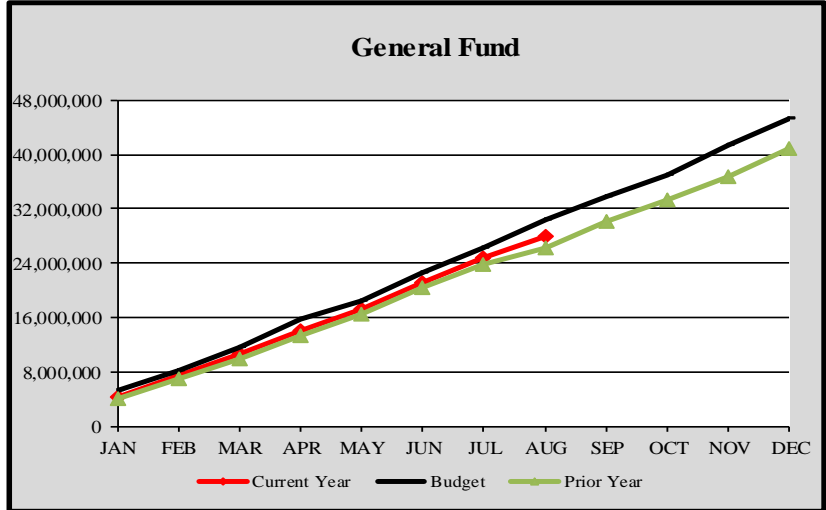
Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

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City of Edmonds, WA
Monthly Expenditure Report-General Fund
2019

General Fund

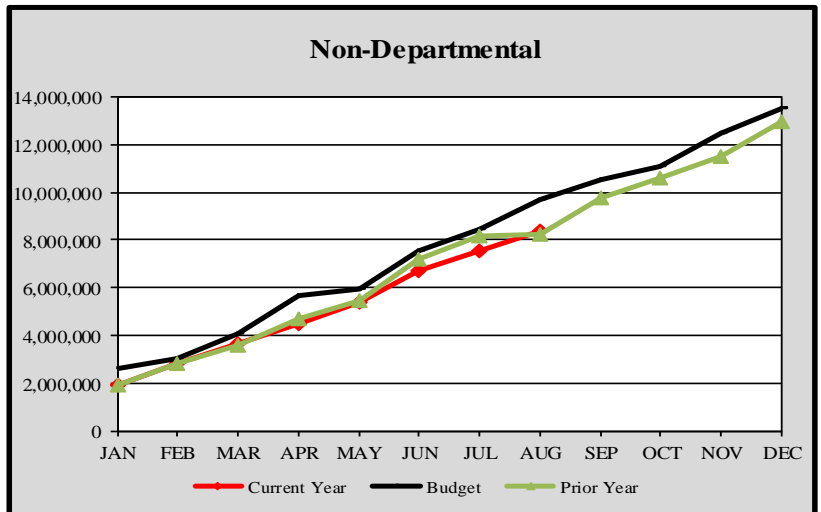
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 5,301,966	\$ 5,301,966	\$ 4,237,264	-20.08%
February	8,095,686	2,793,720	7,405,291	-8.53%
March	11,574,959	3,479,273	10,663,247	-7.88%
April	15,885,291	4,310,332	13,957,552	-12.14%
May	18,518,241	2,632,950	17,357,697	-6.27%
June	22,703,062	4,184,822	21,172,989	-6.74%
July	26,245,267	3,542,205	24,687,211	-5.94%
August	30,405,016	4,159,749	27,987,234	-7.95%
September	33,808,470	3,403,454		
October	36,957,132	3,148,663		
November	41,278,406	4,321,274		
December	45,369,117	4,090,711		



City of Edmonds, WA
Monthly Expenditure Report-Non-Departmental
2019

Non-Departmental

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 2,586,468	\$ 2,586,468	\$ 1,939,971	-25.00%
February	3,013,532	427,064	2,801,406	-7.04%
March	4,041,004	1,027,471	3,658,670	-9.46%
April	5,661,728	1,620,724	4,478,257	-20.90%
May	5,936,842	275,114	5,383,743	-9.32%
June	7,529,862	1,593,020	6,729,909	-10.62%
July	8,430,518	900,656	7,577,784	-10.11%
August	9,710,604	1,280,086	8,386,837	-13.63%
September	10,511,285	800,681		
October	11,101,008	589,723		
November	12,475,676	1,374,668		
December	13,556,979	1,081,303		



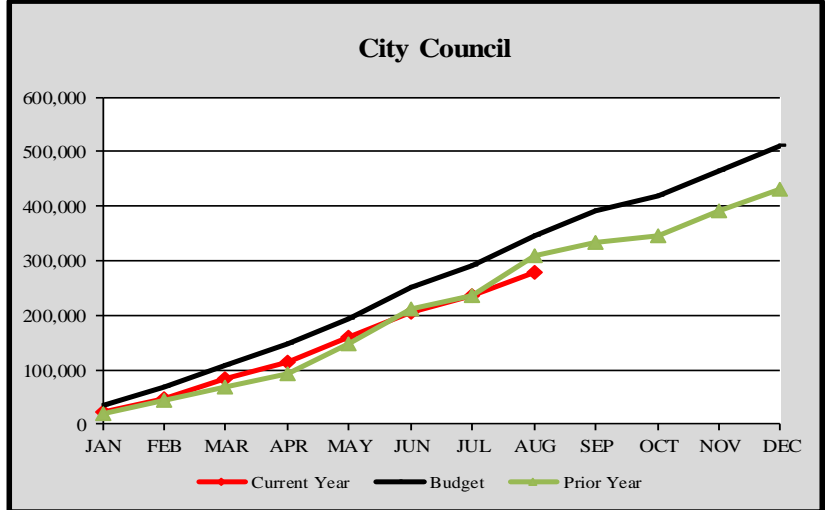
**The monthly budget forecast columns are based on a five-year average.*

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Expenditure Report-City Council
2019

City Council

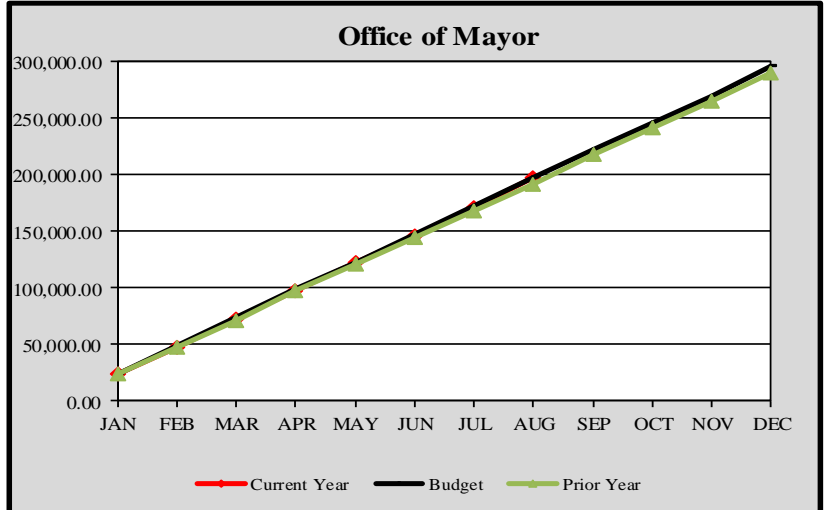
	Cumulative		Monthly		YTD	Variance
	Budget Forecast		Budget Forecast		Actuals	%
January	\$ 33,242	\$	33,242	\$	22,406	-32.60%
February	67,679		34,437		46,519	-31.27%
March	108,293		40,614		82,908	-23.44%
April	146,970		38,677		112,983	-23.13%
May	192,734		45,764		158,489	-17.77%
June	249,677		56,943		206,635	-17.24%
July	291,121		41,444		236,230	-18.86%
August	344,100		52,980		279,741	-18.70%
September	390,241		46,141			
October	420,141		29,900			
November	464,736		44,595			
December	508,651		43,915			



City of Edmonds, WA
Monthly Expenditure Report-Office of Mayor
2019

Office of Mayor

	Cumulative		Monthly		YTD	Variance
	Budget Forecast		Budget Forecast		Actuals	%
January	\$ 24,108	\$	24,108	\$	24,303	0.81%
February	49,562		25,454		47,727	-3.70%
March	73,857		24,295		72,221	-2.21%
April	98,624		24,767		97,904	-0.73%
May	122,830		24,206		123,018	0.15%
June	146,929		24,099		146,522	-0.28%
July	171,908		24,979		171,743	-0.10%
August	197,139		25,231		197,457	0.16%
September	221,850		24,711			
October	246,137		24,287			
November	270,260		24,123			
December	296,155		25,895			



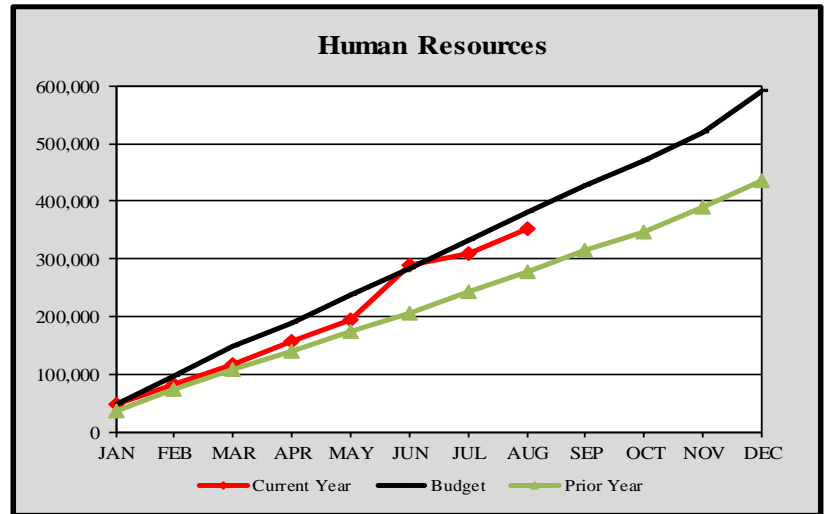
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Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Expenditure Report-Human Resources
2019

Human Resources

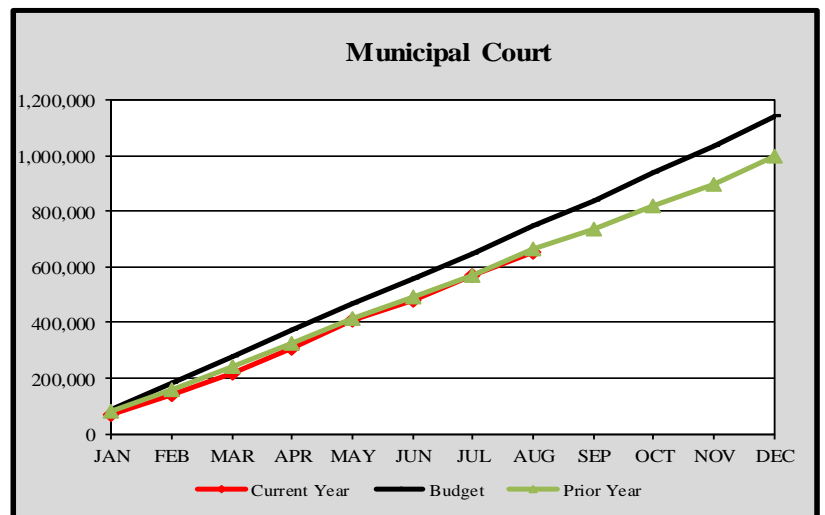
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 46,632	\$ 46,632	\$ 48,901	4.87%
February	97,790	51,158	81,030	-17.14%
March	148,537	50,747	116,157	-21.80%
April	189,740	41,203	156,727	-17.40%
May	236,212	46,472	194,001	-17.87%
June	282,909	46,697	289,770	2.42%
July	332,296	49,387	309,918	-6.73%
August	380,431	48,135	351,814	-7.52%
September	426,855	46,424		
October	471,872	45,017		
November	519,709	47,838		
December	590,331	70,622		



City of Edmonds, WA
Monthly Expenditure Report-Municipal Court
2019

Municipal Court

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 87,580	\$ 87,580	\$ 70,858	-19.09%
February	182,357	94,777	140,956	-22.70%
March	280,184	97,826	219,779	-21.56%
April	371,181	90,997	305,139	-17.79%
May	465,663	94,482	410,401	-11.87%
June	556,434	90,771	481,931	-13.39%
July	647,960	91,526	571,406	-11.81%
August	746,132	98,173	653,110	-12.47%
September	839,518	93,386		
October	939,927	100,409		
November	1,035,295	95,368		
December	1,143,210	107,915		



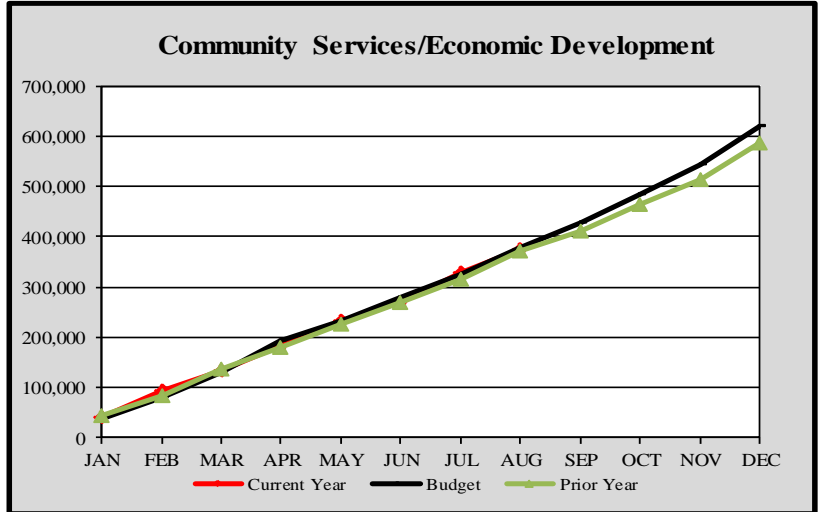
**The monthly budget forecast columns are based on a five-year average.*

Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Expenditure Report-Community Services/Economic Development
2019

Community Services/Economic Development

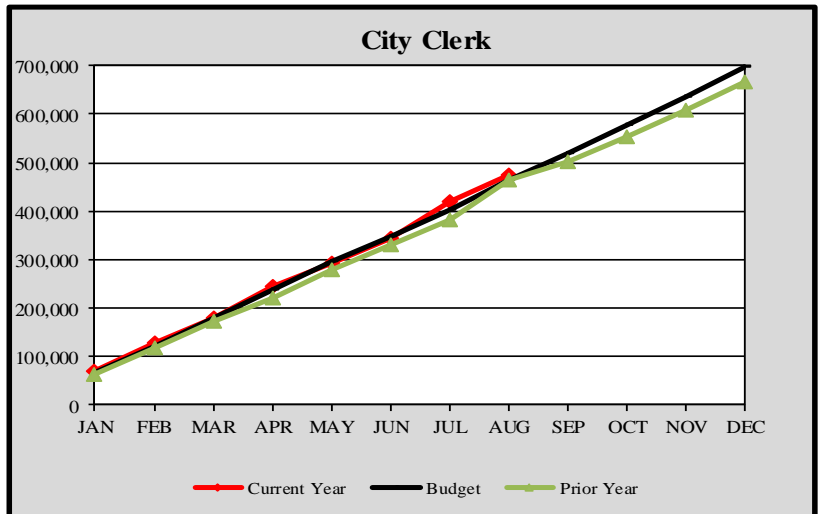
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 38,544	\$ 38,544	\$ 39,270	1.88%
February	82,051	43,507	92,749	13.04%
March	130,166	48,114	132,003	1.41%
April	191,996	61,831	181,514	-5.46%
May	233,127	41,130	232,851	-0.12%
June	277,966	44,839	270,544	-2.67%
July	323,762	45,796	327,582	1.18%
August	379,014	55,252	375,568	-0.91%
September	428,169	49,155		
October	483,157	54,989		
November	542,833	59,676		
December	618,232	75,399		



City of Edmonds, WA
Monthly Expenditure Report-City Clerk
2019

City Clerk

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 65,733	\$ 65,733	\$ 70,355	7.03%
February	122,685	56,951	128,177	4.48%
March	179,342	56,657	178,301	-0.58%
April	238,336	58,994	243,367	2.11%
May	294,865	56,529	291,090	-1.28%
June	347,441	52,576	343,911	-1.02%
July	403,846	56,405	419,675	3.92%
August	465,609	61,763	473,386	1.67%
September	518,411	52,802		
October	576,979	58,567		
November	636,947	59,969		
December	697,520	60,573		

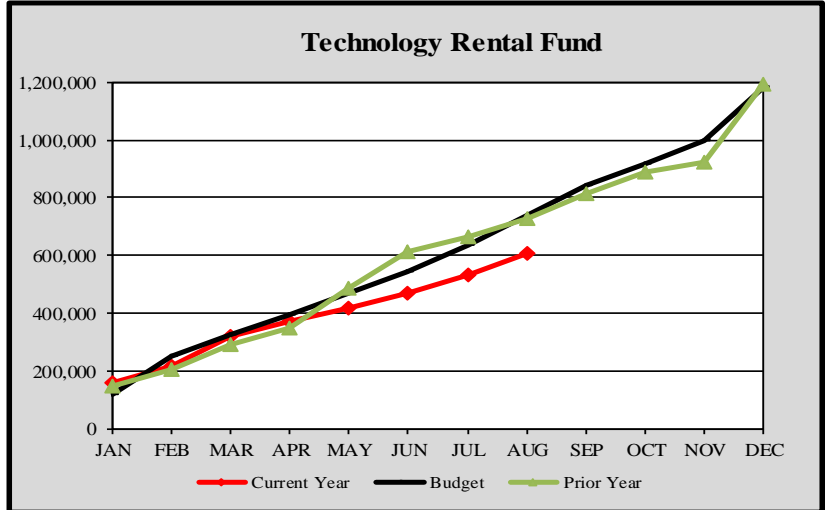


**The monthly budget forecast columns are based on a five-year average.*

City of Edmonds, WA
Monthly Expenditure Report-Technology Rental Fund
2019

Technology Rental Fund

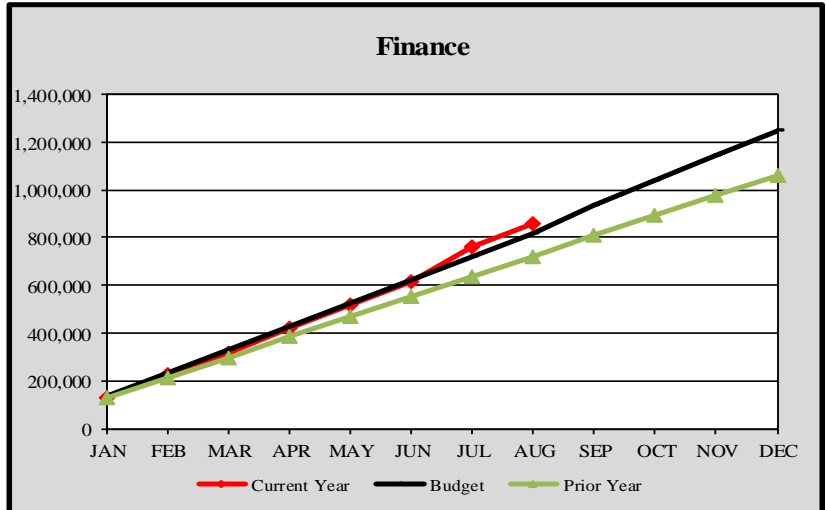
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 119,026	\$ 119,026	\$ 157,010	31.91%
February	251,357	132,331	215,707	-14.18%
March	324,740	73,383	320,177	-1.41%
April	392,021	67,281	370,014	-5.61%
May	467,013	74,992	415,102	-11.12%
June	544,834	77,821	468,592	-13.99%
July	636,126	91,293	530,899	-16.54%
August	741,673	105,546	608,516	-17.95%
September	844,676	103,003		
October	920,609	75,933		
November	998,506	77,896		
December	1,179,911	181,405		



City of Edmonds, WA
Monthly Expenditure Report-Finance
2019

Finance

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 137,055	\$ 137,055	\$ 128,270	-6.41%
February	232,763	95,708	224,119	-3.71%
March	329,813	97,051	319,388	-3.16%
April	427,554	97,741	418,398	-2.14%
May	526,278	98,724	515,266	-2.09%
June	622,509	96,231	612,381	-1.63%
July	720,263	97,754	758,552	5.32%
August	819,641	99,378	857,653	4.64%
September	931,887	112,246		
October	1,040,480	108,592		
November	1,141,414	100,935		
December	1,244,805	103,391		



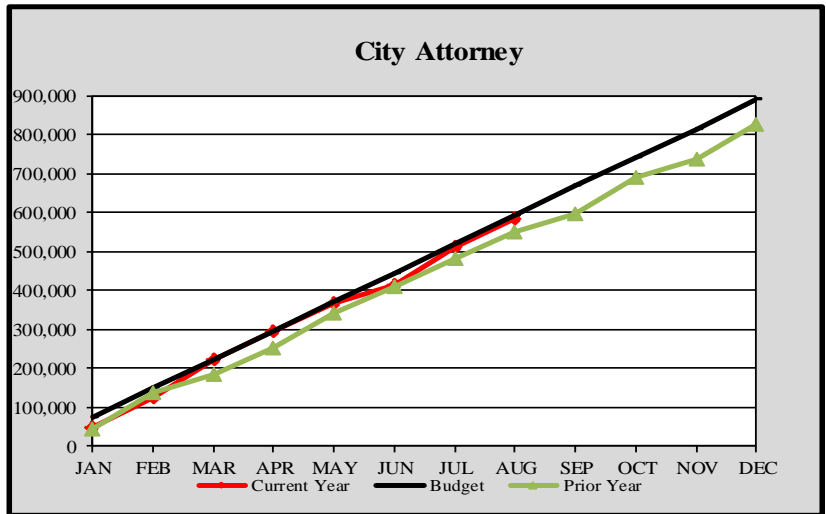
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Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Expenditure Report-City Attorney
2019

City Attorney

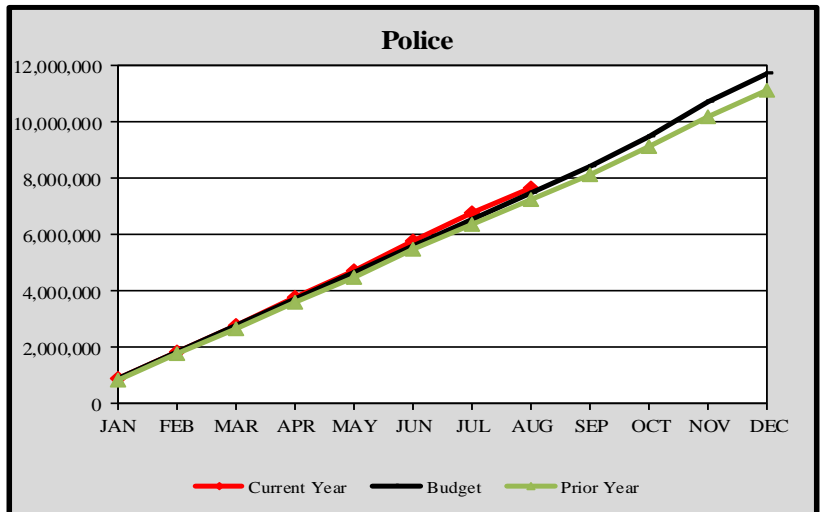
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 74,130	\$ 74,130	\$ 47,964	-35.30%
February	148,260	74,130	126,678	-14.56%
March	222,390	74,130	222,683	0.13%
April	296,520	74,130	294,517	-0.68%
May	370,650	74,130	366,531	-1.11%
June	444,780	74,130	415,167	-6.66%
July	518,910	74,130	510,871	-1.55%
August	593,040	74,130	583,806	-1.56%
September	667,170	74,130		
October	741,300	74,130		
November	815,430	74,130		
December	889,560	74,130		



City of Edmonds, WA
Monthly Expenditure Report-Police
2019

Police

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 920,277	\$ 920,277	\$ 927,983	0.84%
February	1,860,808	940,531	1,815,042	-2.46%
March	2,787,770	926,962	2,786,780	-0.04%
April	3,724,324	936,554	3,763,317	1.05%
May	4,658,355	934,031	4,729,460	1.53%
June	5,621,223	962,868	5,802,457	3.22%
July	6,560,289	939,066	6,779,466	3.34%
August	7,489,793	929,504	7,672,764	2.44%
September	8,432,902	943,109		
October	9,480,410	1,047,508		
November	10,742,210	1,261,800		
December	11,728,919	986,709		

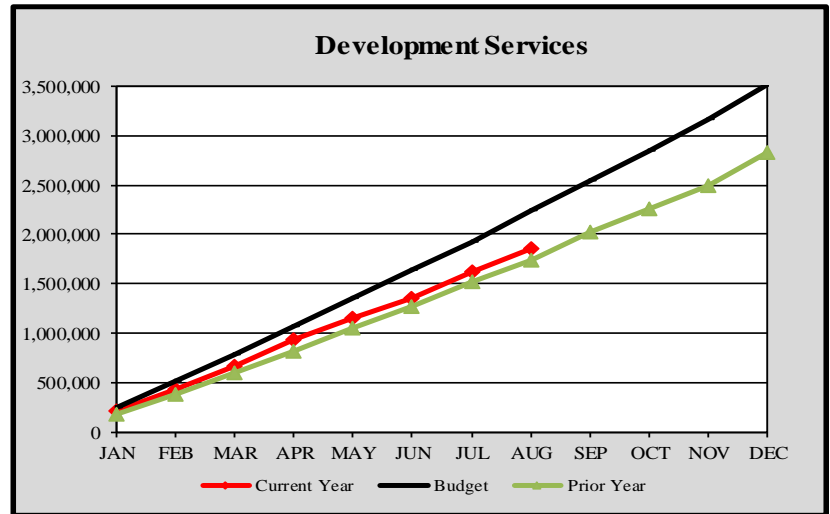


**The monthly budget forecast columns are based on a five-year average.*

City of Edmonds, WA
Monthly Expenditure Report-Development Services
2019

Development Services

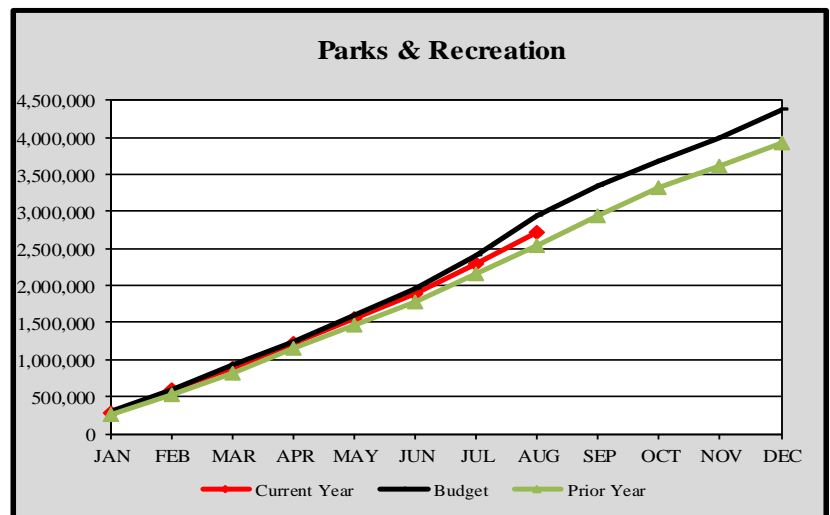
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 240,077	\$ 240,077	\$ 212,448	-11.51%
February	509,303	269,226	434,026	-14.78%
March	785,478	276,175	663,134	-15.58%
April	1,060,727	275,249	924,696	-12.82%
May	1,359,408	298,682	1,154,831	-15.05%
June	1,638,456	279,048	1,357,577	-17.14%
July	1,926,415	287,958	1,619,998	-15.91%
August	2,240,771	314,356	1,847,785	-17.54%
September	2,538,693	297,923		
October	2,844,956	306,262		
November	3,167,785	322,829		
December	3,520,058	352,273		



City of Edmonds, WA
Monthly Expenditure Report-Parks & Recreation
2019

Parks & Recreation

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 294,648	\$ 294,648	\$ 280,923	-4.66%
February	597,710	303,062	588,578	-1.53%
March	920,860	323,150	888,876	-3.47%
April	1,251,978	331,118	1,209,937	-3.36%
May	1,601,289	349,311	1,554,647	-2.91%
June	1,948,015	346,726	1,882,379	-3.37%
July	2,398,497	450,482	2,296,893	-4.24%
August	2,932,285	533,787	2,705,334	-7.74%
September	3,330,718	398,433		
October	3,678,533	347,815		
November	3,980,987	302,454		
December	4,363,868	382,881		

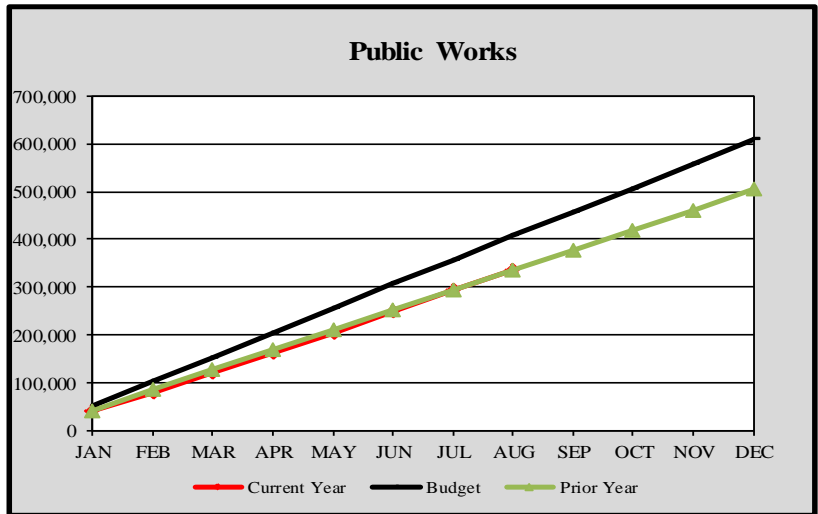


**The monthly budget forecast columns are based on a five-year average.*

City of Edmonds, WA
Monthly Expenditure Report-Public Works
2019

Public Works

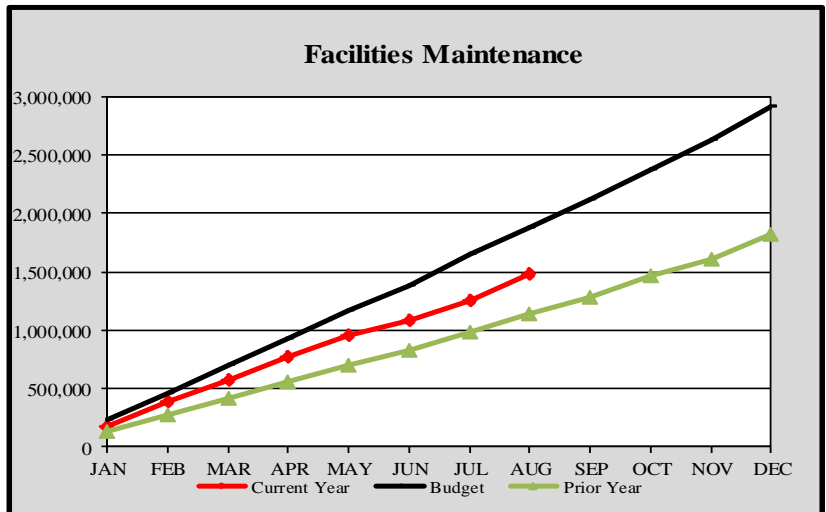
	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 50,384	\$ 50,384	\$ 39,815	-20.98%
February	102,273	51,889	80,023	-21.76%
March	153,446	51,173	120,273	-21.62%
April	204,598	51,153	161,804	-20.92%
May	255,170	50,572	203,614	-20.20%
June	306,227	51,057	247,950	-19.03%
July	357,744	51,517	293,893	-17.85%
August	407,869	50,125	334,941	-17.88%
September	456,744	48,874		
October	506,690	49,946		
November	556,681	49,991		
December	610,480	53,799		



City of Edmonds, WA
Monthly Expenditure Report-Facilities Maintenance
2019

Facilities Maintenance

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 228,301	\$ 228,301	\$ 172,786	-24.32%
February	457,666	229,364	382,230	-16.48%
March	700,969	243,303	576,136	-17.81%
April	931,712	230,743	768,024	-17.57%
May	1,165,903	234,191	954,705	-18.11%
June	1,378,275	212,372	1,086,185	-21.19%
July	1,646,299	268,024	1,253,953	-23.83%
August	1,872,892	226,592	1,485,955	-20.66%
September	2,123,872	250,981		
October	2,374,954	251,082		
November	2,628,848	253,894		
December	2,914,729	285,881		



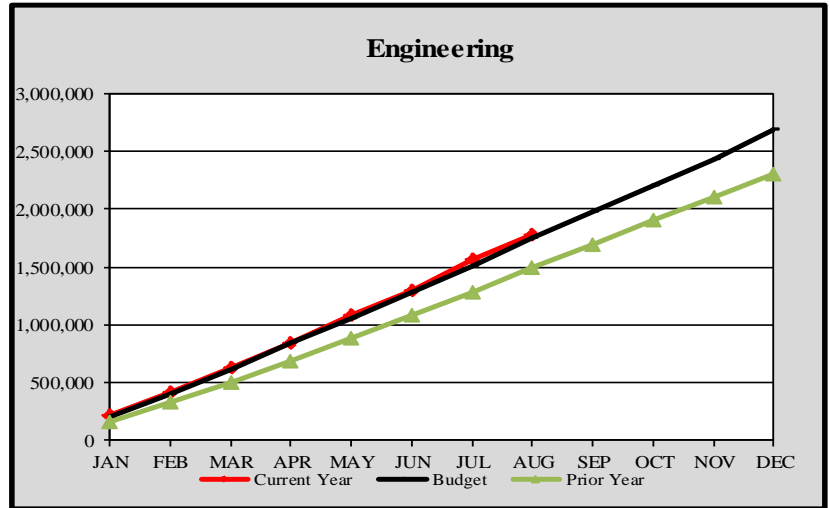
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Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

City of Edmonds, WA
Monthly Expenditure Report-Engineering
2019

Engineering

	Cumulative	Monthly	YTD	Variance
	Budget Forecast	Budget Forecast	Actuals	%
January	\$ 199,012	\$ 199,012	\$ 211,009	6.03%
February	397,302	198,290	416,031	4.71%
March	613,115	215,813	625,938	2.09%
April	835,389	222,274	840,970	0.67%
May	1,053,506	218,118	1,085,050	2.99%
June	1,284,814	231,308	1,299,672	1.16%
July	1,508,283	223,469	1,559,250	3.38%
August	1,747,325	239,041	1,781,083	1.93%
September	1,974,318	226,993		
October	2,206,759	232,441		
November	2,431,557	224,798		
December	2,685,620	254,063		



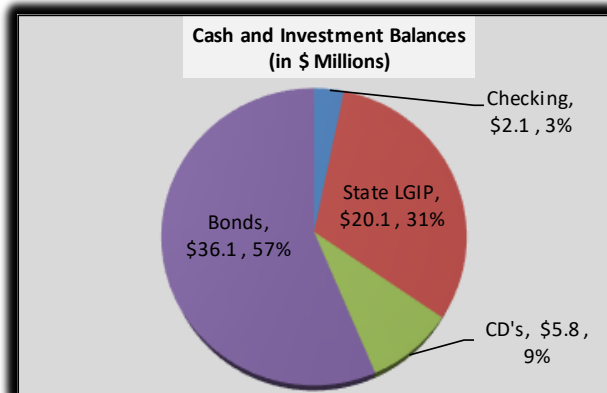
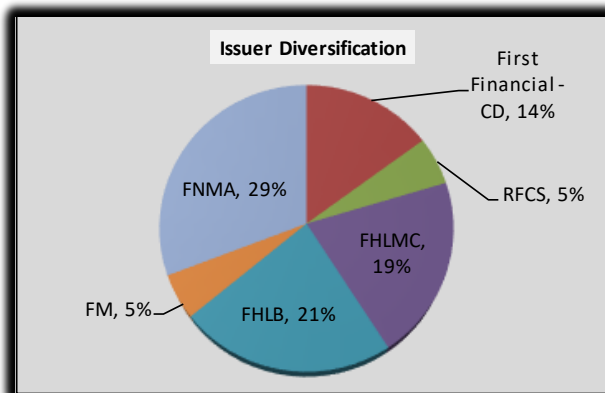
Attachment: August 2019 Monthly Financial Report (August 2019 Monthly Financial Report)

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INVESTMENT PORTFOLIO SUMMARY

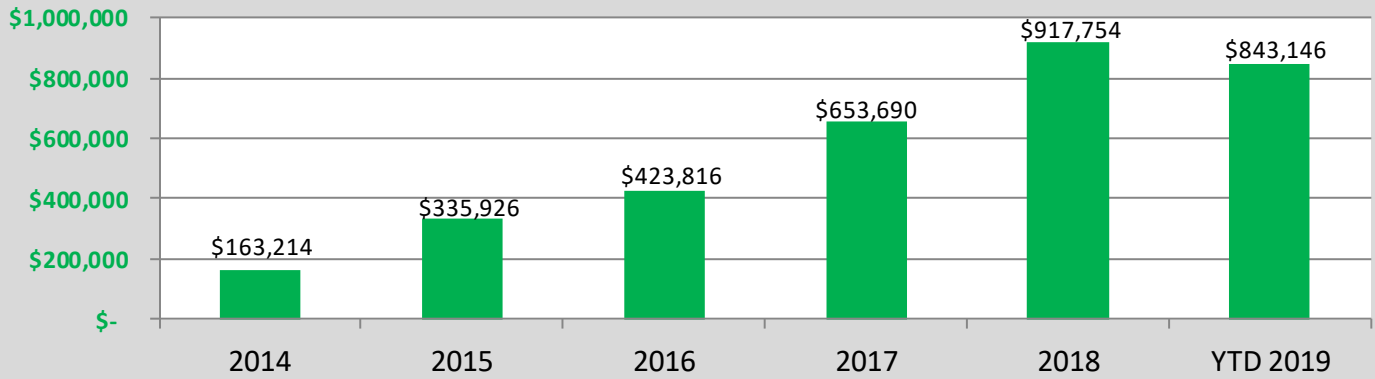
City of Edmonds Investment Portfolio Detail As of August 31, 2019

Agency/ Issuer	Investment Type	Purchase Price	Years to Maturity	Par Value	Market Value	Maturity Date	Coupon Rate
FNMA	Bonds	988,720	0.07	1,000,000	999,589	09/27/19	1.50%
FHLMC	Bonds	995,970	0.09	1,000,000	999,240	10/02/19	1.25%
FNMA	Bonds	1,994,310	0.16	2,000,000	1,997,814	10/28/19	1.35%
FNMA	Bonds	997,300	0.58	1,000,000	996,497	03/30/20	1.38%
FHLB	Bonds	2,003,780	0.58	2,000,000	1,994,436	03/30/20	1.45%
FNMA	Bonds	2,000,000	0.58	2,000,000	1,997,468	03/30/20	1.65%
FHLMC	Bonds	2,003,868	0.66	2,000,000	1,992,874	04/28/20	1.35%
FNMA	Bonds	1,000,000	0.83	1,000,000	997,291	06/30/20	1.38%
FNMA	Bonds	1,000,000	0.83	1,000,000	997,291	06/30/20	1.38%
FHLB	Bonds	3,000,000	0.87	3,000,000	2,980,719	07/13/20	1.20%
RFCS	Bonds	1,999,698	0.87	2,120,000	2,087,021	07/15/20	1.60%
FHLB	Bonds	2,000,000	0.92	2,000,000	1,998,616	07/30/20	1.75%
FNMA	Bonds	1,000,000	0.99	1,000,000	995,455	08/28/20	1.40%
FNMA	Bonds	1,000,000	0.99	1,000,000	995,455	08/28/20	1.40%
FHLMC	Bonds	999,500	1.33	1,000,000	997,625	12/30/20	1.75%
FNMA	Bonds	2,005,474	1.39	2,000,000	1,996,974	01/19/21	1.50%
FM	Bonds	2,000,000	1.59	2,000,000	2,000,330	04/01/21	1.87%
First Financial	CD	3,000,000	1.61	3,000,000	3,000,000	04/10/21	2.86%
FFCB	Bonds	968,940	2.04	1,000,000	1,000,008	09/13/21	1.73%
FHLMC	Bonds	2,000,000	2.24	2,000,000	2,001,852	11/26/21	2.13%
FHLMC	Bonds	999,400	2.33	1,000,000	1,000,266	12/30/21	2.00%
FHLMC	Bonds	1,000,000	2.49	1,000,000	1,000,121	02/25/22	2.15%
FFCB	Bonds	1,998,548	2.79	2,000,000	2,017,904	06/14/22	1.88%
FHLB	Bonds	1,999,652	3.10	2,000,000	2,000,566	10/04/22	2.26%
First Financial	CD	2,803,516	4.21	2,803,516	2,803,516	11/15/23	2.10%
TOTAL SECURITIES		41,758,677	1.37	41,923,516	41,848,928		
Washington State Local Gov't Investment Pool				20,073,252	20,073,252	Demand	2.29%
TOTAL PORTFOLIO				\$ 61,996,768	\$ 61,922,180		

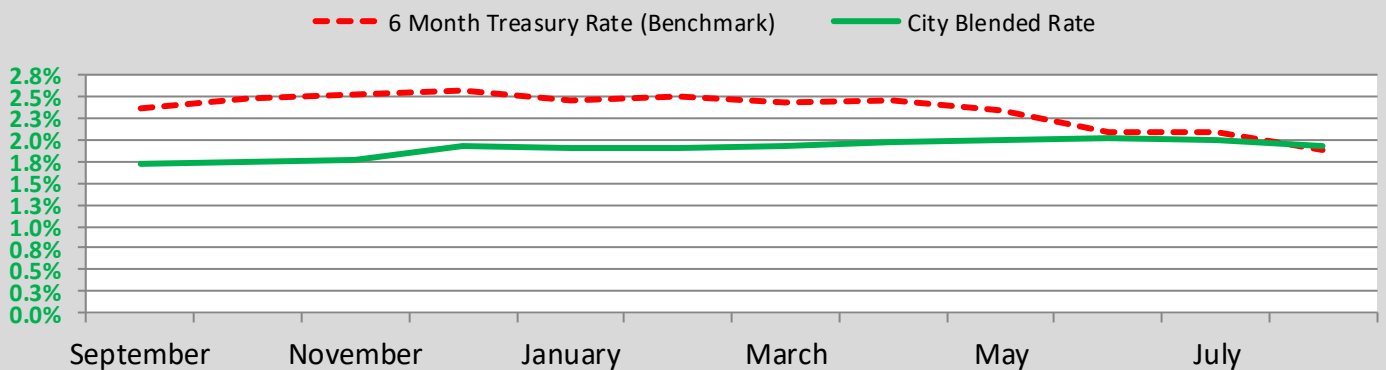


INVESTMENT PORTFOLIO SUMMARY

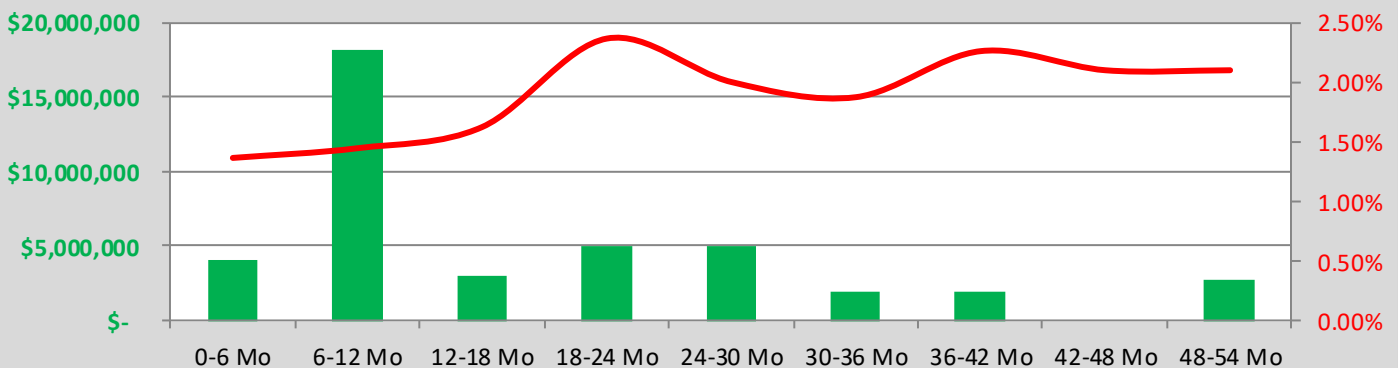
Annual Interest Income



Edmonds Rate of Return Compared to Benchmark (Rolling 12 months)



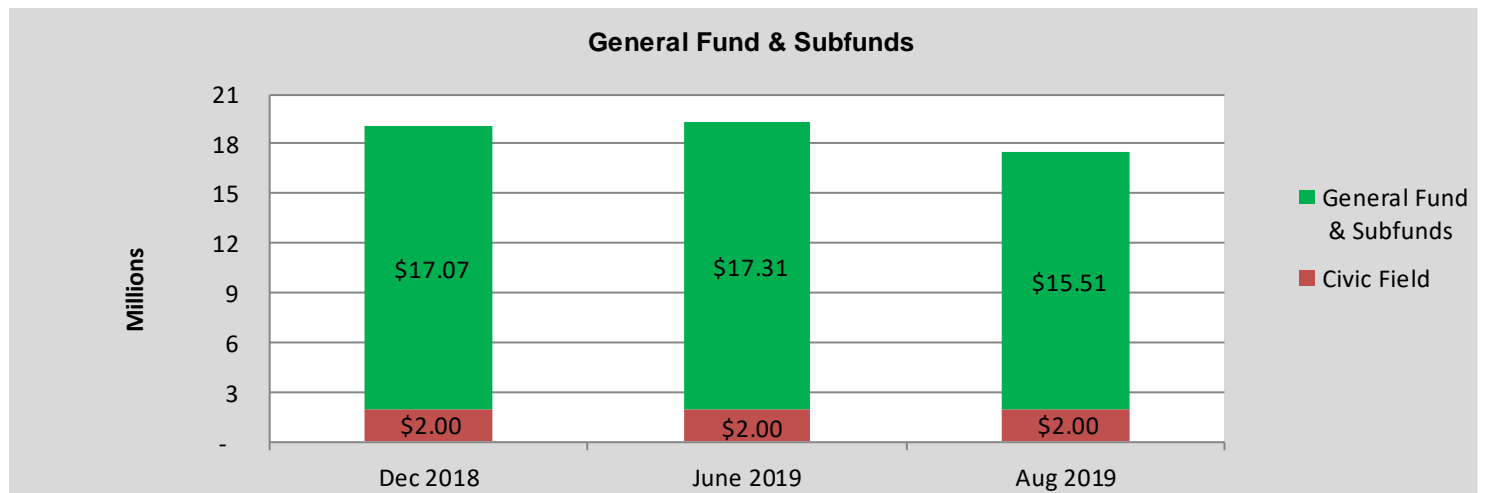
Maturity Distribution and Rate of Return



GENERAL FUND OVERVIEW

GENERAL FUND & SUBFUNDS	FUND BALANCES			CHANGE IN FUND BALANCES	
	---- ACTUAL ----			---- ACTUAL ----	
	12/31/2018	6/30/2019	8/31/2019	Q2	YTD
001-General Fund *	\$ 11,233,279	\$ 11,314,677	\$ 9,580,975	\$ 81,398	\$ (1,652,304)
009-Leoff-Medical Ins. Reserve	333,446	322,893	252,007	(10,553)	(81,439)
011-Risk Management Reserve Fund	929,909	929,909	929,909	-	-
012-Contingency Reserve Fund	5,564,259	5,564,259	5,564,259	-	-
014-Historic Preservation Gift Fund	12,607	9,574	9,574	(3,033)	(3,033)
016-Building Maintenance	210,221	210,221	210,221	-	-
017 - Marsh Restoration & Preservation	309,179	589,366	589,366	280,187	280,187
018 - Edmonds Homelessness Response	225,443	223,581	223,581	(1,862)	(1,862)
019 - Edmonds Opioid Response	250,000	150,000	150,000	(100,000)	(100,000)
Total General Fund & Subfunds	\$ 19,068,343	\$ 19,314,480	\$ 17,509,892	\$ 246,137	\$ (1,558,451)

****\$2,000,000 of the General Fund Balance has been assigned by management for the development of Civic Field.***



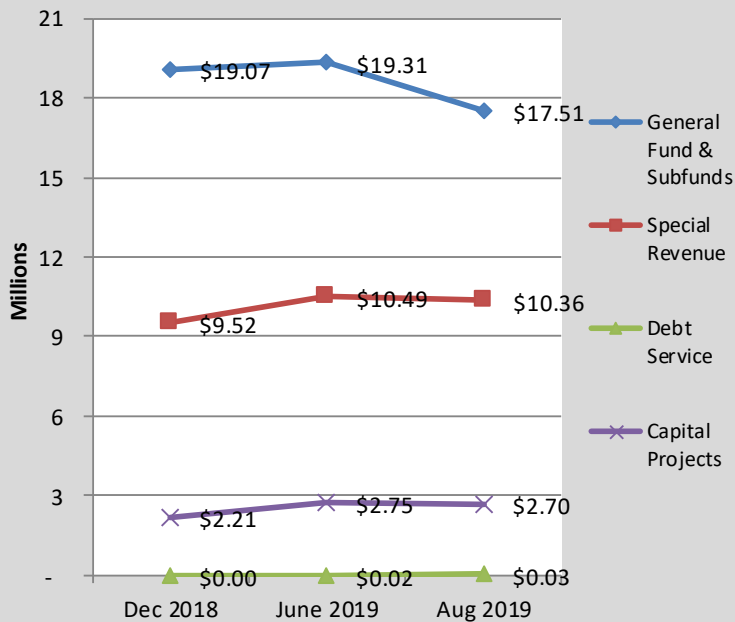
****Please note that these revenues and expenses occur within annual cycles.***

This Interim Report is not adjusted for accruals or those annual cycles.

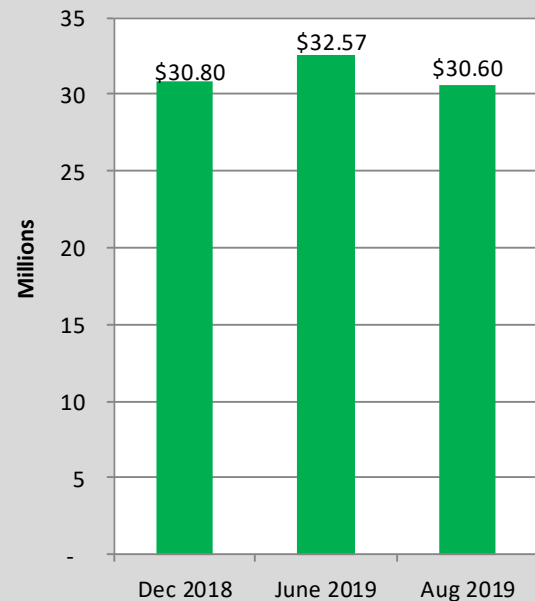
GOVERNMENTAL FUNDS OVERVIEW

GOVERNMENTAL FUNDS	FUND BALANCES			CHANGE IN FUND BALANCES	
	---- ACTUAL ----			---- ACTUAL ----	
	<u>12/31/2018</u>	<u>6/30/2019</u>	<u>8/31/2019</u>	<u>Q2</u>	<u>YTD</u>
General Fund & Subfunds	\$ 19,068,343	\$ 19,314,480	\$ 17,509,892	\$ 246,137	\$ (1,558,451)
Special Revenue	9,524,488	10,488,603	10,360,006	964,115	835,518
Debt Service	12	18,894	30,680	18,882	30,668
Capital Projects	2,209,542	2,751,230	2,697,330	541,688	487,788
Total Governmental Funds	\$ 30,802,385	\$ 32,573,207	\$ 30,597,908	\$ 1,770,822	\$ (204,477)

Governmental Fund Balances-By Fund Group



Governmental Fund Balances - Combined



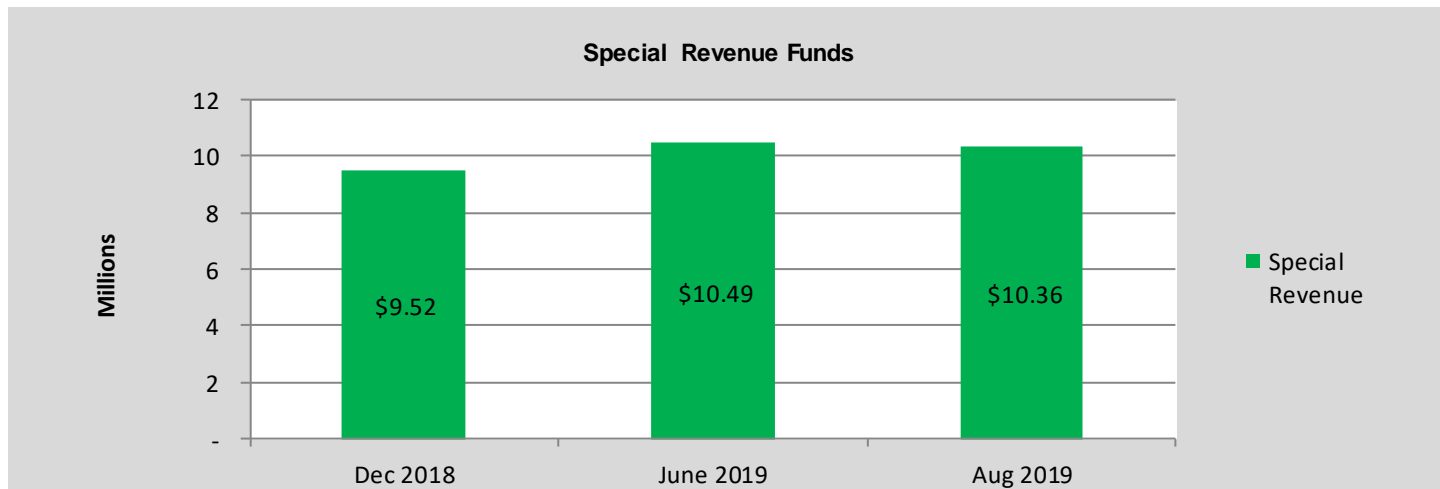
****Please note that these revenues and expenses occur within annual cycles.***

This Interim Report is not adjusted for accruals or those annual cycles.

SPECIAL REVENUE FUNDS OVERVIEW

GOVERNMENTAL SPECIAL REVENUE	FUND BALANCES			CHANGE IN FUND BALANCES	
	---- ACTUAL ----			---- ACTUAL ----	
	12/31/2018	6/30/2019	8/31/2019	Q2	YTD
104 - Drug Enforcement Fund	\$ -	\$ 6,565	\$ 8,012	\$ 6,565	\$ 8,012
111 - Street Fund	1,343,330	1,243,561	1,186,790	(99,769)	(156,540)
112 - Combined Street Const/Improve	859,216	1,405,820	1,449,964	546,604	590,748
117 - Municipal Arts Acquis. Fund	570,633	591,680	582,079	21,047	11,446
118 - Memorial Street Tree	18,900	19,221	19,374	321	474
120 - Hotel/Motel Tax Revenue Fund	89,939	94,736	107,243	4,797	17,304
121 - Employee Parking Permit Fund	77,046	88,945	90,560	11,899	13,514
122 - Youth Scholarship Fund	15,029	13,525	12,823	(1,504)	(2,206)
123 - Tourism Promotional Fund/Arts	70,585	76,252	80,644	5,667	10,059
125 - Real Estate Tax 2 *	2,230,820	2,405,008	2,329,642	174,188	98,822
126 - Real Estate Excise Tax 1	2,562,524	2,748,695	2,676,899	186,171	114,375
127 - Gifts Catalog Fund	295,225	344,428	355,634	49,203	60,409
130 - Cemetery Maintenance/Improvement	212,776	223,805	232,258	11,029	19,482
136 - Parks Trust Fund	160,607	158,360	159,625	(2,247)	(982)
137 - Cemetery Maintenance Trust Fund	985,657	1,011,683	1,024,509	26,026	38,852
138 - Sister City Commission	8,102	10,930	9,572	2,828	1,470
140 - Business Improvement District	24,099	45,389	34,377	21,290	10,278
Total Special Revenue	\$ 9,524,488	\$ 10,488,603	\$ 10,360,006	\$ 964,115	\$ 835,518

**\$200,000 of the fund balance in Fund 125 has been reserved for Marsh Restoration Funding.*



**Please note that these revenues and expenses occur within annual cycles.*

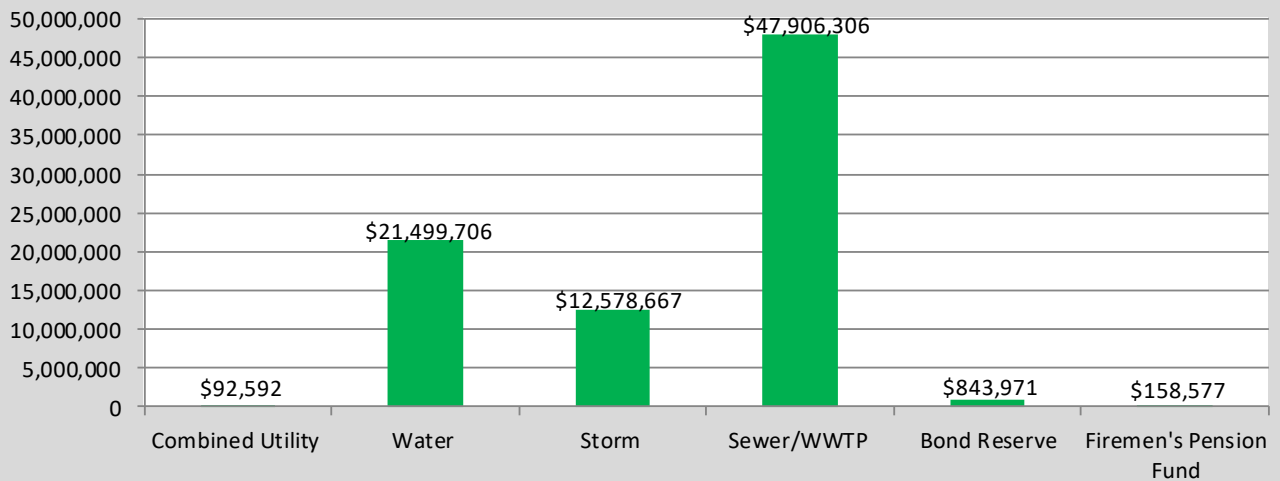
This Interim Report is not adjusted for accruals or those annual cycles.

ENTERPRISE FUNDS OVERVIEW

ENTERPRISE FUNDS	FUND BALANCES			CHANGE IN FUND	
	---- ACTUAL ----			---- ACTUAL ----	
	12/31/2018	6/30/2019	8/31/2019	Q2	YTD
421 - Water Utility Fund	\$ 21,205,815	\$ 21,017,117	\$ 21,499,706	\$ (188,698)	\$ 293,89
422 - Storm Utility Fund *	11,913,623	12,584,873	12,578,667	671,250	665,04
423 - Sewer/WWTP Utility Fund	45,890,098	47,854,852	47,906,306	1,964,754	2,016,20
424 - Bond Reserve Fund	843,961	843,968	843,971	7	10
411 - Combined Utility Operation	-	71,548	92,592	71,548	92,59
Total Enterprise Funds	\$ 79,853,497	\$ 82,372,358	\$ 82,921,242	\$ 2,518,861	\$ 3,067,74

***\$250,000 of the Storm Utility Fund Balance has been reserved for Marsh Restoration Funding.**

Enterprise and Agency Fund Balances as of August 31, 2019



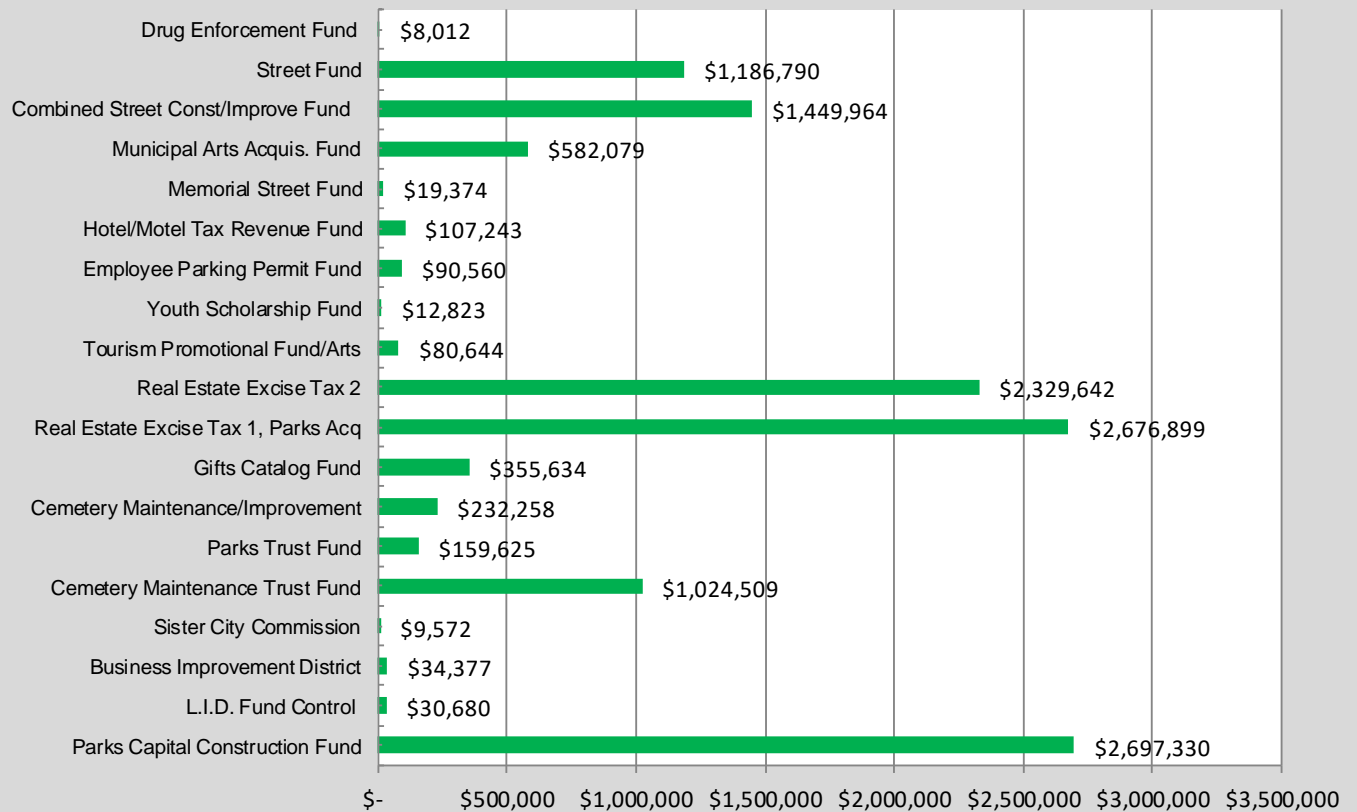
***Please note that these revenues and expenses occur within annual cycles.**

This Interim Report is not adjusted for accruals or those annual cycles.

SUMMARY OVERVIEW

CITY-WIDE	FUND BALANCES			CHANGE IN FUND BALANCES	
	---- ACTUAL ----			---- ACTUAL ----	
	12/31/2018	6/30/2019	8/31/2019	Q2	YTD
Governmental Funds	\$ 30,802,385	\$ 32,573,207	\$ 30,597,908	\$ 1,770,822	\$ (204,477)
Enterprise Funds	79,853,497	82,372,358	82,921,242	2,518,861	3,067,745
Internal Services Fund	10,175,943	10,335,021	10,505,483	159,078	329,540
Agency Funds	217,698	171,858	158,577	(45,840)	(59,121)
Total City-wide Total	\$121,049,523	\$125,452,444	\$124,183,210	\$ 4,402,921	\$ 3,133,687

Governmental Fund Balances (Excluding General Fund) as of August 31, 2019

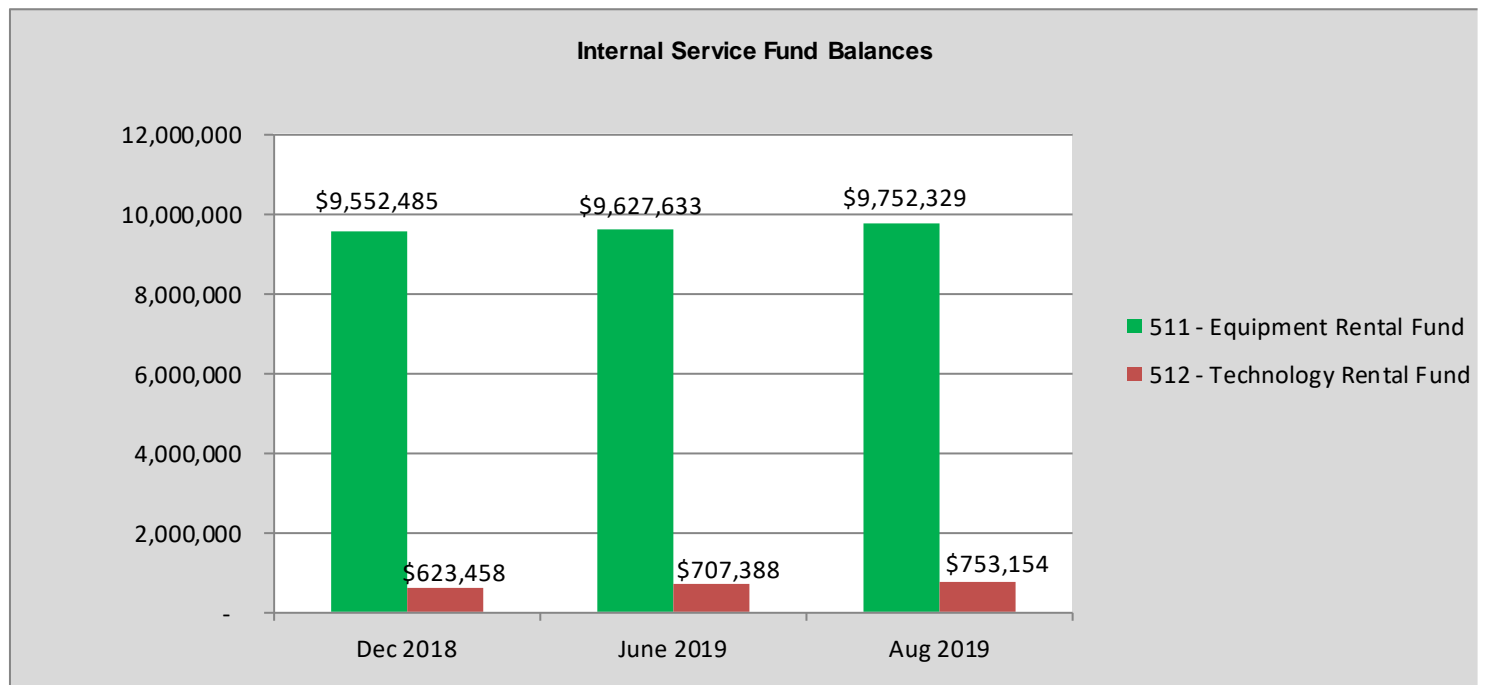


****Please note that these revenues and expenses occur within annual cycles.***

This Interim Report is not adjusted for accruals or those annual cycles.

INTERNAL SERVICE FUNDS OVERVIEW

INTERNAL SERVICE FUNDS	FUND BALANCES			CHANGE IN FUND BALANCES	
	---- ACTUAL ----			---- ACTUAL ----	
	<u>12/31/2018</u>	<u>6/30/2019</u>	<u>8/31/2019</u>	<u>Q2</u>	<u>YTD</u>
511 - Equipment Rental Fund	\$ 9,552,485	\$ 9,627,633	\$ 9,752,329	\$ 75,148	\$ 199,844
512 - Technology Rental Fund	623,458	707,388	753,154	83,930	129,690
Total Internal Service Funds	\$ 10,175,943	\$ 10,335,021	\$ 10,505,483	\$ 159,078	\$ 329,534



****Please note that these revenues and expenses occur within annual cycles.***

This Interim Report is not adjusted for accruals or those annual cycles.

City Council Agenda Item

Meeting Date: 10/15/2019

Proposed 2020 Budget Follow up Memo

Staff Lead: Scott James

Department: Administrative Services

Preparer: Scott James

Follow Up Memo:

This memo is a follow-up to the October 8th 2019 Council Meeting, where Mayor Earling presented the Proposed 2020 Budget. During the presentation, Mayor shared that Council's 2020 Budget Priorities are itemized on Decision Package Exhibit on page 27.

The Decision Package Exhibit lists all the Decision Packages greater than \$5,000 that are submitted for Council consideration. The list of the Decision Packages notes whether the Decision Package addresses a Council Priority. For example, the "New 1/2 FTE for Human Services Coordinator" decision package is intended to meet Council Priority #3.

The Decision Package Exhibit is repeated after page 174 and is followed by staff responses as to how their 2020 Budget requests fulfill Council's 2020 Priorities.

Decision Packages less than \$5,000 follow Decision Packet #112 and are separated with the intent that staff will not present these to Council. However, this does not preclude Councilmembers from asking questions regarding these decision packages.

Staff Recommendation

Narrative

City Council Agenda Item

Meeting Date: 10/15/2019

ILA Verdant Health Commission - Outdoor Fitness Zones Amendment

Staff Lead: ShannonBurley

Department: Parks, Recreation & Cultural Services

Preparer: Shannon Burley

Background/History

The City was awarded funding for two outdoor fitness zones from the Verdant Health Commission in 2019. The ILA was approved by Council 3/19/19. This is an amendment to that ILA extending the time allowed to construct the Mathay Ballinger Fitness area.

Staff Recommendation

Approve on consent, authorizing the Mayor to sign.

Narrative

The City has been planning to install Outdoor Fitness Zones in a few of our parks. This goal is part of the adopted PROS plan and CIP for the past several years. We applied for and received funding for those Outdoor Fitness Zones from the Verdant Health Commission.

The funding will help the City install and activate an Outdoor Fitness Zone at Mathay Ballinger Park and Civic Park. Both projects are budgeted and slated to be constructed in 2020. This amendment extends the timeline to construct the Mathay Ballinger fitness zone to November 2020. The original contract and amendment are attached.

Attachments:

Amendment No. 1 to ILA Edmonds Fitness Zones 9.26.19_Final

2019.03.27 ILA with PHD2 (Verdant)-fully signed

Civic Park Vicinity Map Outdoor Fitness Zone

Mathay-Ballinger Park Outdoor Fitness Zone - Vicinity Map

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT TO PROVIDE A PHYSICAL ACTIVITY PROGRAM

This Amendment No. 1 to that certain Interlocal Agreement between Public Hospital District No. 2 and the City of Edmonds to provide a physical activity program in Edmonds (“Agreement”) dated May 8, 2019, is made by and between Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW and the City of Edmonds, a Washington municipal corporation (the “City”).

WHEREAS, the timeline of the Agreement has changed due to unforeseen delays; and

WHEREAS, Section 7.4 of the Agreement authorizes the parties to amend the Agreement with a written instrument signed by both parties; and

WHEREAS, the parties to the Agreement agree that it is in the best interests of both to extend the timeline, including the timing of payments due under the Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree to Amendment No. 1 as follows:

1. **Section 5 (Obligations of PHD2)**, subsection 5.1 of the Agreement is amended to read as follows:
 - 5.1 PHD2 will fund the Physical Activity Program provided by the City of Edmonds in two payments:
 - (a) An initial payment of Sixty-Two Thousand Two Hundred Fifty Dollars and No Cents (\$62,250.00) on July 15, 2020;
 - (b) A second and final payment of One Hundred Seven Thousand Seven Hundred Fifty Dollars and No Cents (\$107,750.00) on July 15, 2021.
2. **Section 6 (Obligations of the City of Edmonds)**, subsection 6.1 of the Agreement is amended to read as follows:
 - 6.1 The funds provided by PHD2 will be used by the City of Edmonds solely to fund a portion of the cost of two outdoor fitness zones and other park improvements to encourage physical activity by area residents, as specified in the Application. The improvements described in the Application will be completed by the City of Edmonds no later than November 30, 2020 for Mathay Ballinger Park and by September 30, 2021 for Civic Park. The City of Edmonds will be solely responsible for ongoing maintenance of the outdoor fitness zones during the term of this Agreement. The project scope may be further developed and refined, but not substantially altered from the scope described in the Application without the prior written authorization of PHD2.
3. **Section 6 (Obligations of the City of Edmonds)**, subsection 6.1 of the Agreement is amended to read as follows:

- 6.5 The City of Edmonds will submit progress reports of activities carried out under the Program including summaries of outcomes and results and financial reports detailing use of the funds, according to the following schedule:

Date due to PHD2	Type of report
February 15, 2021	1 st annual report
February 15, 2022	2 nd annual report
February 15, 2023	3 rd annual report
February 15, 2024	4 th annual report

EXCEPT AS EXPRESSLY MODIFIED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Agreement, which will be effective as of the last date provided hereon.

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

Robin Fenn, PhD, LICSW, Superintendent

Date: _____

THE CITY OF EDMONDS

David O. Earling, Mayor

Date: _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk.

INTERLOCAL AGREEMENT TO PROVIDE A PHYSICAL ACTIVITY PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and the City of Edmonds to provide a physical activity program in Edmonds.

1. PARTIES

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 The City of Edmonds, a Washington municipal corporation.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable the City of Edmonds to provide a physical activity program for the benefit of PHD2 residents (the “Physical Activity Program”). The scope of the Physical Activity Program is described in the City of Edmonds’ grant application submitted on June 29, 2018 (attached hereto as Exhibit A (the “Application”).

2.2 As described in the Application, the Physical Activity Program will provide opportunities for area residents to improve their health by exercising in Edmonds Parks and the Program will accomplish this by installing exercise equipment called outdoor fitness zones at two parks and by providing free fitness classes using the equipment.

3. AUTHORITY

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services.” RCW 70.44.007 defines “other health care services” to include “services that promote health, wellness, and prevention of illness and injury.”

3.2 The City of Edmonds is a Washington municipal corporation.

4. TERM AND TERMINATION

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The Agreement will end when the final reporting by the City of Edmonds is accepted and approved by PHD2 as described below.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Physical Activity Program provided by the City of Edmonds in three payments:

- (a) An initial payment of forty-nine thousand five hundred dollars and no cents (\$49,500.00) on July 15, 2019;
- (b) A second payment of twelve thousand seven hundred fifty dollars and no cents (\$12,750.00) on July 15, 2020;
- (c) A third and final payment of one hundred seven thousand seven hundred fifty dollars and no cents (\$107,750.00) on July 15, 2021.

6. OBLIGATIONS OF THE CITY OF EDMONDS

6.1 The funds provided by PHD2 will be used by the City of Edmonds solely to fund a portion of the cost of two outdoor fitness zones and other park improvements to encourage physical activity by area residents, as specified in the Application. The improvements described in the Application will be completed by the City of Edmonds no later than November 30, 2019 for Mathay Ballinger Park and by September 30, 2021 for Civic Park. The City of Edmonds will be solely responsible for ongoing maintenance of the outdoor fitness zones during the term of this Agreement. The project scope may be further developed and refined, but not substantially altered from the scope described in the Application without the prior written authorization of PHD2.

6.2 As consideration for the participation of PHD2 in this Agreement, the City of Edmonds agrees to make the new park equipment available during the term of this Agreement for use to encourage the physical activity by residents and community groups and organizations that offer physical activity opportunities in the PHD2 service area.

6.3 To encourage use of the outdoor fitness zones, the City of Edmonds will provide orientations for people to learn how to use the equipment and free classes for those people who would like to exercise in a group with an instructor. In addition, The City of Edmonds will partner with a vendor that can provide online instructions and a possible web app in order to provide additional instruction.

6.4 The City of Edmonds will measure the results of the Physical Activity Program, including the number participants in orientations and fitness classes, and through random counts of people at the parks.

6.5 The City of Edmonds will submit progress reports of activities carried out under the Program including summaries of outcomes and results and financial reports detailing use of the funds, according to the following schedule:

Date due to PHD2	Type of report
February 15, 2020	1 st annual report
February 15, 2021	2 nd annual report
February 15, 2022	3 rd annual report
February 15, 2023	4 th annual report

6.6 The City of Edmonds will use the funds provided by PHD2 only for the Physical Activity Program and will return any portion of the payments that are not used for the Physical Activity Program by February 15, 2022.

6.7 The City of Edmonds recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. The City of Edmonds will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.8 The City of Edmonds will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA"). Furthermore, the City of Edmonds will comply with all local, state and federal laws for bids, purchasing goods and services, and construction.

6.9 During the term of this Agreement, the City of Edmonds will give every consideration to suggestions by PHD2 for modifications to the Physical Activity Program to obtain more favorable health outcomes for the participants.

6.10 The City of Edmonds will give credit to PHD2 that recognizes its funding of the Physical Activity Program. The use of PHD2's logo, when appropriate, is encouraged. PHD2 and the City of Edmonds will work cooperatively to find a mutually agreeable way to recognize PHD2's funding of the Physical Activity Program in the two parks.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and the City of Edmonds in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. The City of Edmonds will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Physical Activity Program provided under this Agreement. The City of Edmonds will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of this Agreement.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:

Robin Fenn, Superintendent
Public Hospital District No. 2, Snohomish County
4710 196th Street
Lynnwood, WA 98036

To the City of Edmonds:

Carrie Hite, Parks, Recreation & Cultural Services Director
City of Edmonds
700 Main Street
Edmonds, WA 98020

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

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

7.10 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.

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

7.12 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.

7.13 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.

7.14 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.


AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

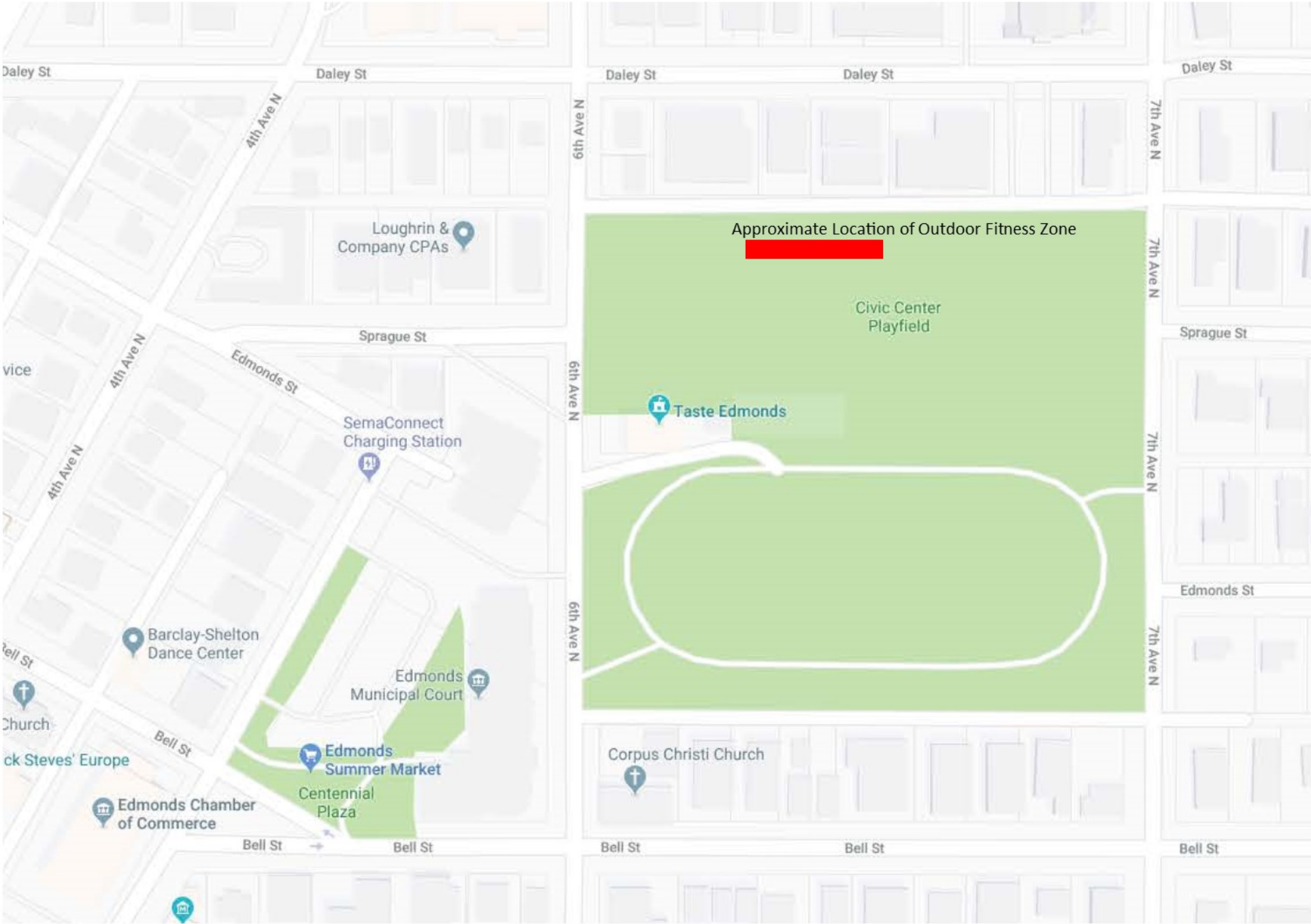
By: 
Robin Fenn, Superintendent

Date: 5.8.19

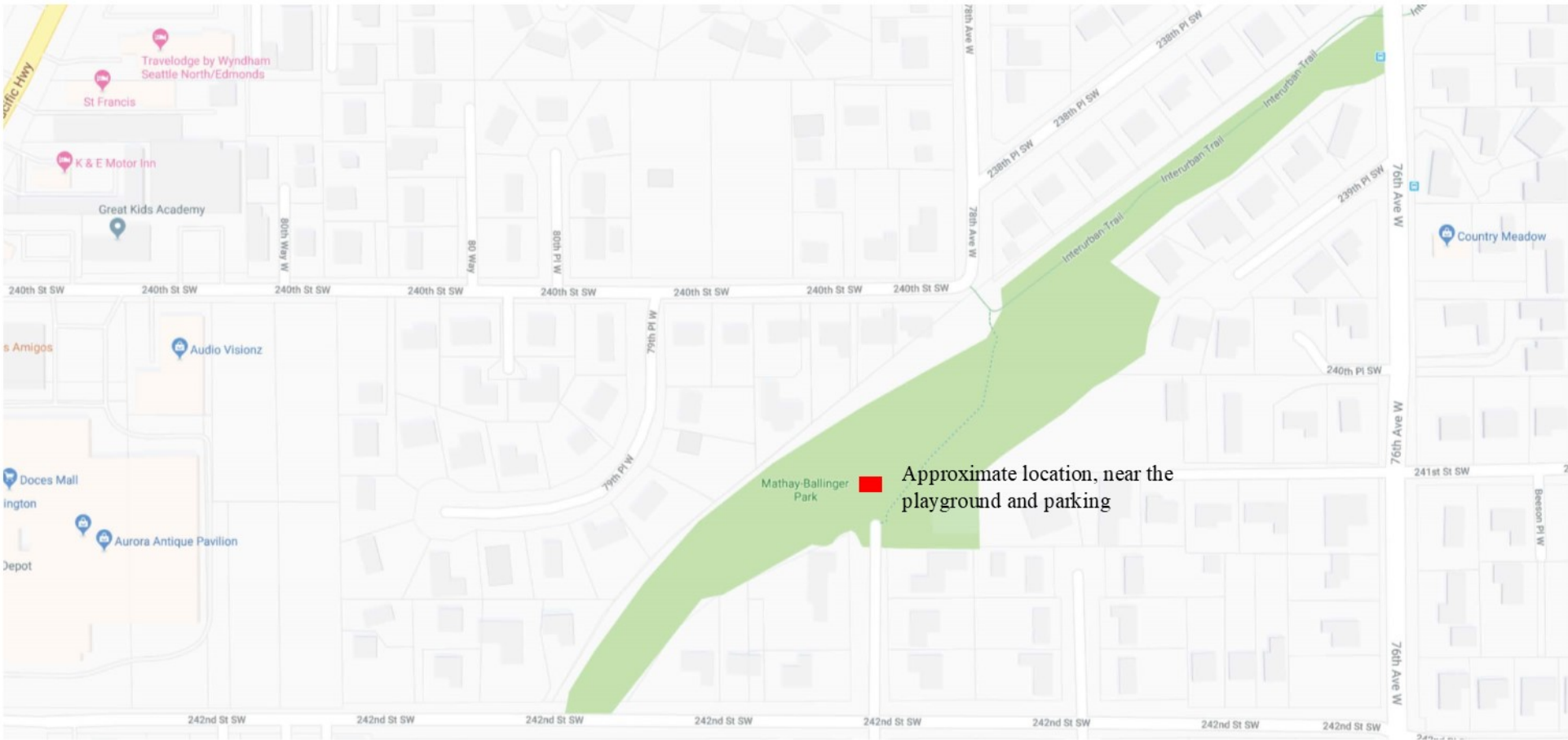
THE CITY OF EDMONDS

By: 
David O. Earling, Mayor

Date: 3.27.19



Attachment: Civic Park Vicinity Map Outdoor Fitness Zone (ILA Verdant Health Commission Outdoor



City Council Agenda Item

Meeting Date: 10/15/2019

Marsh Boardwalk Easement

Staff Lead: Shannon Burley

Department: Parks, Recreation & Cultural Services

Preparer: Shannon Burley

Background/History

In 2018 it was determined that the City of Edmonds easement for the boardwalk at the marsh was only for a portion of the boardwalk. Following that determination a survey was conducted to define the boardwalk in its entirety with a 2 foot buffer this easement represents the entire boardwalk.

Staff Recommendation

Approve on consent authorizing the Mayor to sign.

Narrative

The proposed easement authorizes the City of Edmonds to maintain, operate, repair and reconstruct the public boardwalk at the Edmonds Marsh. The easement is being granted by the Port of Edmonds.

Attachments:

2019-09-04 boardwalk easement

After Recording Return to:

City of Edmonds
121 5th Avenue N
Edmonds, WA 98020
Attn: City Clerk

BOARDWALK EASEMENT

GRANTOR: Port of Edmonds, a Washington port district

GRANTEE: City of Edmonds, a Washington municipal corporation

Legal Description:

Abbreviated Form: PTN BSP AFN 201607215001
GOVT LOT 2
SECTION 23, TNSP 27N RANGE 3E

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 27032300411300

Reference Number(s) of Related Documents(s): N/A

Attachment: 2019-09-04 boardwalk easement (Marsh Boardwalk Easement)

This BOARDWALK EASEMENT (“Agreement”) is made and entered into this _____ day of _____, 2019, by Port of Edmonds, a Washington port district (“Grantor”) and the City of Edmonds, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor is the owner of the real property described in Exhibit C attached hereto (the “Grantor’s Property”), and generally known as Harbor Square.

B. Grantee is the owner of the adjacent real property described in Exhibit D attached hereto (the “Benefited Property”), and generally known as the Edmonds Marsh.

C. Grantor desires to grant an easement for the benefit of Grantee’s boardwalk, which extends over portions of both the Grantor’s Property and the Benefited Property, for the purposes and on the terms and conditions described herein.

AGREEMENT

1. Grant of Easement. For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, a nonexclusive easement for the maintenance, operation, repair and reconstruction of a public boardwalk (the “Easement”) across, over, and upon the portion of the Grantor’s Property described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (also referred to as the “Easement Area”).

2. Purpose and Scope of Easement. Grantee shall have the nonexclusive right to use, maintain and repair the Easement Area as a public boardwalk, which use shall include the right to close the boardwalk to the public from time-to-time by erecting gates or otherwise.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for access in and around Port property; provided that, within the Easement Area, Grantor shall not erect or maintain any permanent structure or obstruction that would materially interfere with Grantee's use of the Easement Area. Nothing in this Section shall be construed to limit the Grantee’s right to exclude the public as described in Section 2, above.

4. Indemnity. Grantor, its officials, officers, directors, employees and agents shall not be liable for any loss, claim or damage to persons or property resulting from the use of the Easement Area by Grantee, its members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, guests, which includes the public, and invitees, except for loss, claim or damage resulting from the sole negligence of Grantor or Grantor’s officials, officers, directors, employees or agents, or the concurrent negligence of Grantor or Grantor’s officials, officers, directors, employees or agents, to the extent of such concurrent negligence. Grantee, through Grantee’s choice of capable legal counsel, shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses

and liabilities of every kind and description and for any loss to or damage or destruction of property suffered by Grantor arising out of Grantee's use of the Easement Area, including through use by others as described herein, except to the extent caused by the sole negligence or concurrent negligence of Grantor or Grantor's officials, officers, directors, employees or agents to the extent of such concurrent negligence. Grantee agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the Grantor only, and only to the extent necessary to provide the Grantor with a full and complete indemnity of claims made by the Grantee's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Grantor shall give Grantee prompt written notice of any suit or proceeding entitling Grantor to indemnification pursuant to this Section 4 and Grantee shall thereafter defend Grantor in said suit or proceeding at its sole cost and expense to the extent required under this Section 4.

GRANTEE, its officials, officers, directors, employees and agents shall not be liable for any loss, claim or damage to persons or property resulting from the use of the Easement Area by GRANTOR, its members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, guests and invitees, except for loss, claim or damage resulting from the sole negligence of GRANTEE or GRANTEE's officials, officers, directors, employees or agents, or the concurrent negligence of GRANTEE or GRANTEE's officials, officers, directors, employees or agents, to the extent of such concurrent negligence. GRANTOR, through GRANTOR'S choice of capable legal counsel, shall protect, defend, indemnify and hold GRANTEE harmless from and against any and all claims, demands, losses, damages, expenses and liabilities of every kind and description and for any loss to or damage or destruction of property suffered by GRANTEE arising out of GRANTOR's use of the Easement Area, except to the extent caused by the sole negligence or concurrent negligence of GRANTEE or GRANTEE's officials, officers, directors, employees or agents to the extent of such concurrent negligence. GRANTOR agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of GRANTOR's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the GRANTEE only, and only to the extent necessary to provide the GRANTEE with a full and complete indemnity of claims made by the GRANTOR's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. GRANTEE shall give GRANTOR prompt written notice of any suit or proceeding entitling GRANTEE to indemnification pursuant to this Section 4 and GRANTOR shall thereafter defend GRANTEE in said suit or proceeding at its sole cost and expense to the extent required under this Section 4.

Nothing in this Indemnity is intended to reduce or eliminate the application or applicability of the Recreational Use Immunity Statute, RCW 4.24.200 and 4.24.210.

5. Notice. Any notice permitted or required to be given by either party to this Agreement shall be given in writing and may be affected by certified United States mail, with

return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor: Port of Edmonds
336 Admiral Way
Edmonds, WA 98020
Attn: Executive Director

If to Grantee: City of Edmonds
121 5th Avenue N
Edmonds, WA 98020
Attn: City Clerk

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective upon three (3) days after being properly delivered as described above.

6. Attorney's Fees and Costs. If either party shall bring an action to enforce the terms of this Agreement, in any such action the prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.

7. Governing Law. This Agreement shall be governed by Washington law.

8. Severability. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

9. Permanent Easement. This Agreement shall be perpetual and shall run with the land and in favor of the owner of the Benefited Property.

10. Amendment; Recording. This Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Snohomish County Auditor.

11. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the matters described herein.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

14. Dispute Resolution. Before commencing any suit to resolve a dispute arising out of this Agreement, the Parties shall attempt to resolve the matter through mediation.

GRANTOR:

PORT OF EDMONDS,
a port district under the laws of the State of
Washington

By: _____
Name: _____
Title: _____

GRANTEE:

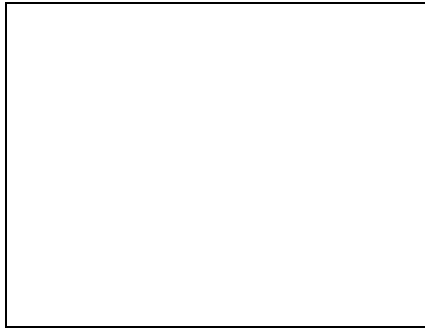
CITY OF EDMONDS,
a municipal corporation under the laws of the State of
Washington

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Port of Edmonds to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



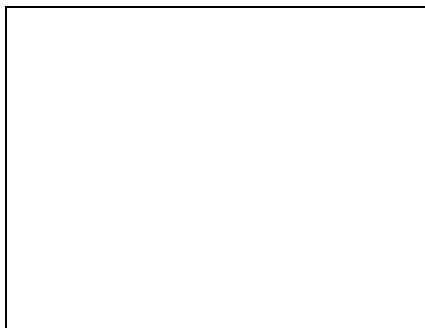
(Use this space for notarial stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of City of Edmonds to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

Attachment: 2019-09-04 boardwalk easement (Marsh Boardwalk Easement)

EXHIBIT A

SNOHOMISH COUNTY TAX PARCEL NUMBER 27032300411300

PUBLIC WALKWAY EASEMENT

THAT PORTION OF HARBOR SQUARE BINDING SITE PLAN, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 201607215001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 2, IN SECTION 23, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 23 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTH 42°31' 55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 616.37' FEET MORE OR LESS TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF HARBOR SQUARE BINDING SITE PLAIN AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 70°58'53" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 364.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83°47'03" WEST A DISTANCE OF 21.43 FEET; THENCE SOUTH 83°33'12" WEST A DISTANCE OF 93.44 FEET; THENCE SOUTH 78°41'49" WEST A DISTANCE OF 51.94 FEET; THENCE SOUTH 12°33'54" EAST A DISTANCE OF 1.31 FEET; THENCE SOUTH 53°40'21" EAST A DISTANCE OF 4.09 FEET; THENCE SOUTH 10°50'01" EAST A DISTANCE OF 5.69 FEET; THENCE SOUTH 31°28'27" WEST 5.92 FEET; THENCE SOUTH 78°22'41" WEST 7.79 FEET; THENCE NORTH 52°56'04" WEST A DISTANCE OF 6.03 FEET; THENCE NORTH 9°52'22" WEST A DISTANCE OF 5.66 FEET; THENCE NORTH 28°25'10" EAST A DISTANCE OF 4.10 FEET; THENCE NORTH 10°47'11" WEST A DISTANCE OF 11.20 FEET; THENCE NORTH 78°30'26" EAST 62.13 FEET; THENCE NORTH 83°25'40" EAST A DISTANCE OF 94.20 FEET; THENCE NORTH 83°59'55" EAST A DISTANCE OF 76.27 FEET; THENCE SOUTH 65°49'05" EAST A DISTANCE OF 18.88 FEET; THENCE NORTH 64°21'35" EAST A DISTANCE OF 7.98 FEET; THENCE SOUTH 27°45'22" EAST A DISTANCE OF 2.79 FEET; THENCE NORTH 35°20'46" EAST A DISTANCE OF 20.24 FEET; THENCE NORTH 33°11'05" WEST A DISTANCE OF 6.83 FEET; THENCE NORTH 64°12'48" EAST A DISTANCE OF 12.10 FEET; THENCE SOUTH 33°11'05" EAST A DISTANCE OF 11.64 FEET; THENCE SOUTH 35°19'19" WEST A DISTANCE OF 32.38 FEET; THENCE SOUTH 70°39'24" EAST A DISTANCE OF 27.46 FEET; THENCE SOUTH 33°19'48" EAST A DISTANCE OF 117.74 FEET; THENCE SOUTH 33°16'46" EAST A DISTANCE OF 75.91 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SAID RECORD OF SURVEY; THENCE SOUTH 46°16'47" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.10 FEET; THENCE NORTH 33°23'42" WEST A DISTANCE OF 77.49 FEET; THENCE NORTH 33°20'14" WEST A DISTANCE OF 114.70 FEET; THENCE NORTH 70°40'26" WEST A DISTANCE OF 29.72 FEET; THENCE SOUTH 64°02'57" WEST A DISTANCE OF 17.66 FEET; THENCE NORTH 27°11'26" WEST A DISTANCE OF 16.06 FEET; THENCE NORTH 63°17'46" EAST A DISTANCE OF 6.08 FEET; THENCE NORTH 66°11'57" WEST A DISTANCE OF 8.03 FEET; THENCE SOUTH 83° 47'03" WEST A DISTANCE OF 11.55 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY LINE OF SAID RECORD OF SURVEY AND THE TERMINUS OF THE ABOVE DESCRIBED WALKWAY EASEMENT.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT CONTAINS 5600 SQ. FT.



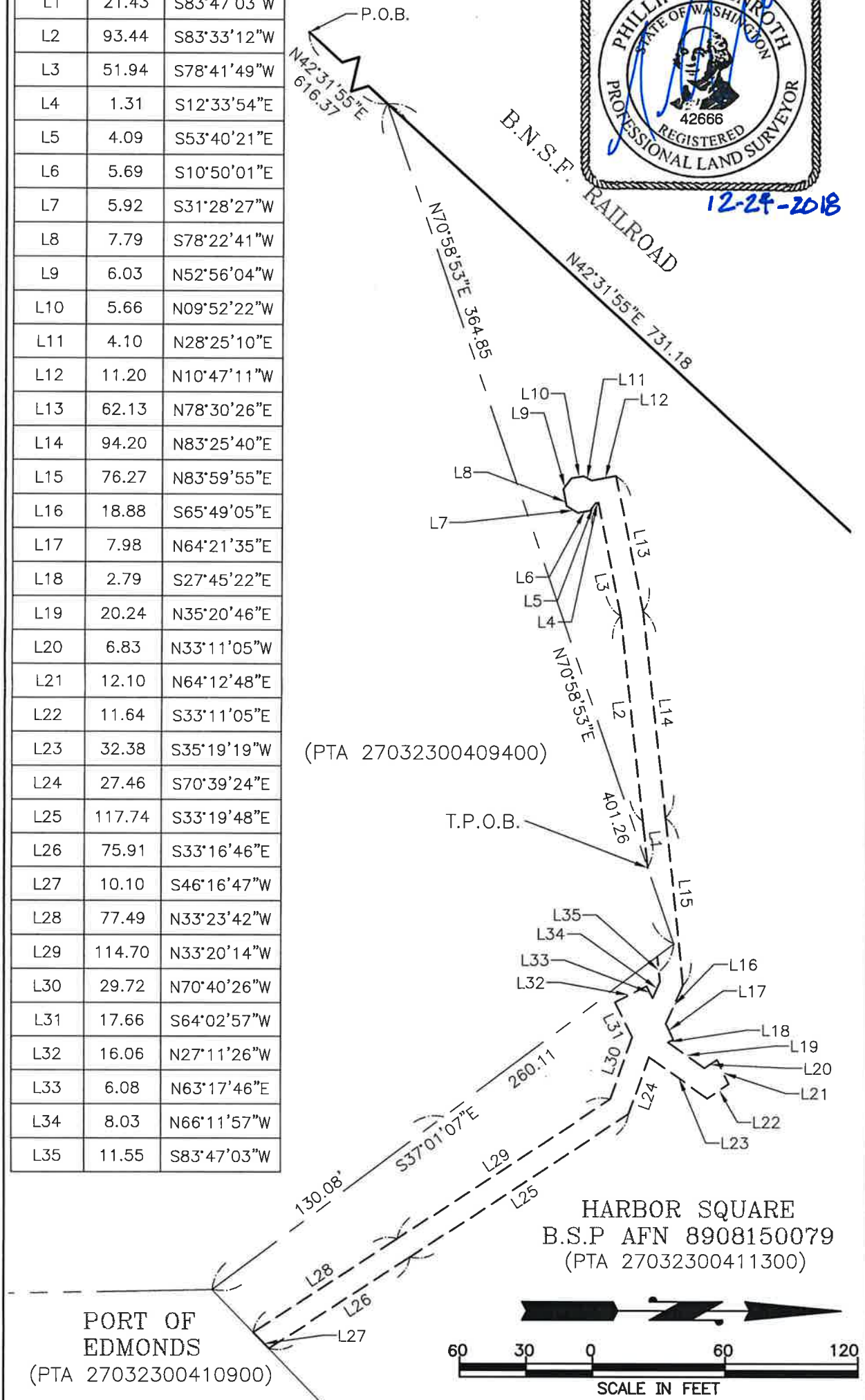
Attachment: 2019-09-04 boardwalk easement (Marsh Boardwalk Easement)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	21.43	S83°47'03"W
L2	93.44	S83°33'12"W
L3	51.94	S78°41'49"W
L4	1.31	S12°33'54"E
L5	4.09	S53°40'21"E
L6	5.69	S10°50'01"E
L7	5.92	S31°28'27"W
L8	7.79	S78°22'41"W
L9	6.03	N52°56'04"W
L10	5.66	N09°52'22"W
L11	4.10	N28°25'10"E
L12	11.20	N10°47'11"W
L13	62.13	N78°30'26"E
L14	94.20	N83°25'40"E
L15	76.27	N83°59'55"E
L16	18.88	S65°49'05"E
L17	7.98	N64°21'35"E
L18	2.79	S27°45'22"E
L19	20.24	N35°20'46"E
L20	6.83	N33°11'05"W
L21	12.10	N64°12'48"E
L22	11.64	S33°11'05"E
L23	32.38	S35°19'19"W
L24	27.46	S70°39'24"E
L25	117.74	S33°19'48"E
L26	75.91	S33°16'46"E
L27	10.10	S46°16'47"W
L28	77.49	N33°23'42"W
L29	114.70	N33°20'14"W
L30	29.72	N70°40'26"W
L31	17.66	S64°02'57"W
L32	16.06	N27°11'26"W
L33	6.08	N63°17'46"E
L34	8.03	N66°11'57"W
L35	11.55	S83°47'03"W

EXHIBIT B



12-24-2018



Attachment: 2019-09-04 boardwalk easement (Marsh Boardwalk Easement)

Reid Middleton

728 134th Street SW • Suite 200
Everett, Washington 98204
Ph: 425 741-3800

DR. IDW

CH. PTA

FILE NO.

SCALE 1" = 60'

DATE 11/13/2018

222018.013

LEGAL DESCRIPTION

6.7.a

THAT PORTION OF GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 23 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N42°34'34"E 616.37 FEET;

THENCE N71°00'00"E, 401.09 FEET;

THENCE S37°00'00"E, 260.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N46°17'54"E, 70.00 FEET;

THENCE S43°42'06"E, 120.00 FEET;

THENCE S88°43'06"E, 422.56 FEET TO THE RIGHT-OF-WAY OF SR 104 (AS CONDEMNED UNDER S.C.C. NO. 10637);

THENCE S01°08'54"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 237.46 FEET;

THENCE S73°00'00"W, 240.00 FEET;

THENCE N88°30'00"W, 110.00 FEET;

THENCE N66°00'00"W, 140.00 FEET;

THENCE N40°00'00"W, 125.00 FEET;

THENCE N01°00'00"W 200.00 FEET TO THE TRUE POINT OF BEGINNING.

Attachment: 2019-09-04 boardwalk easement (Marsh

Exhibit D

CITY CLERK
Civic Center
Edmonds, WashingtonLEGAL DESCRIPTION OF PARCEL IV

THAT PORTION OF GOVERNMENT LOT 3, SECTION 23 AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 26, WITH THE EASTERLY MARGIN OF THE BURLINGTON NORTHERN RAILWAY RIGHT-OF-WAY AND FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 26 BEARS SOUTH 88°55'41" EAST; THENCE NORTH 42°34'34" EAST ALONG SAID EASTERLY MARGIN 327.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 47°30'00" EAST 716.15 FEET; THENCE SOUTH 42°30'00" WEST 195.00 FEET; THENCE SOUTH 48°00'00" EAST 440.00 FEET; THENCE SOUTH 44°30'00" EAST 400.00 FEET; THENCE SOUTH 64°11'45" EAST 248.85 FEET TO THE WESTERLY MARGIN OF SR 104 AS CONDEMNED BY THE STATE OF WASHINGTON FOR STATE ROAD 104 BY DECREE ENTERED IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 106375; THENCE NORTH 42°49'15" EAST ALONG SAID WESTERLY MARGIN 155.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY MARGIN NORTH 1°08'54" EAST 1015.00 FEET; THENCE SOUTH 73°00'00" WEST 240.00 FEET; THENCE NORTH 88°30'00" WEST 110.00 FEET; THENCE NORTH 66°00'00" WEST 140.00 FEET; THENCE NORTH 40°00'00" WEST 125.00 FEET; THENCE NORTH 1°00'00" WEST 200.00 FEET; THENCE NORTH 37°00'00" WEST 260.00 FEET; THENCE SOUTH 71°00'00" WEST 401.09 FEET TO A POINT ON THE SAID EASTERLY MARGIN OF THE BURLINGTON NORTHERN RAILWAY RIGHT-OF-WAY, SAID POINT BEING NORTH 42°34'34" EAST 288.90 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 42°34'34" WEST ALONG SAID EASTERLY MARGIN 288.90 FEET TO THE TRUE POINT OF BEGINNING.



Gary W. Kirchner
CERTIFICATE NO. 16914 NOV. 21, 1979

AUTHORIZED
FOR
RECORDING
CITY OF EDMONDS
By *H. Long*
Page 8 of 9

8101160175

CITY OF EDMONDS
P. W. DEPT. ENGINEERING DIV.
EXAMINED
BY *[Signature]* DATE *3/7/80*
REMARKS *Approved for*
recording

VOL 1696 PAGE 2305

Recorded by Snohomish County Auditor, Henry B. Whalen, Auditor

Attachment: 2019-09-04 boardwalk easement (Marsh Boardwalk Easement)

City Council Agenda Item

Meeting Date: 10/15/2019

Hyundai Pedestrian Easement

Staff Lead: Rob English

Department: Engineering

Preparer: Megan Luttrell

Background/History

On October 8, 2019, staff presented this item to the Parks & Public Works Committee and it was forward to the October 15th consent agenda for approval.

Staff Recommendation

Approve the easement.

Narrative

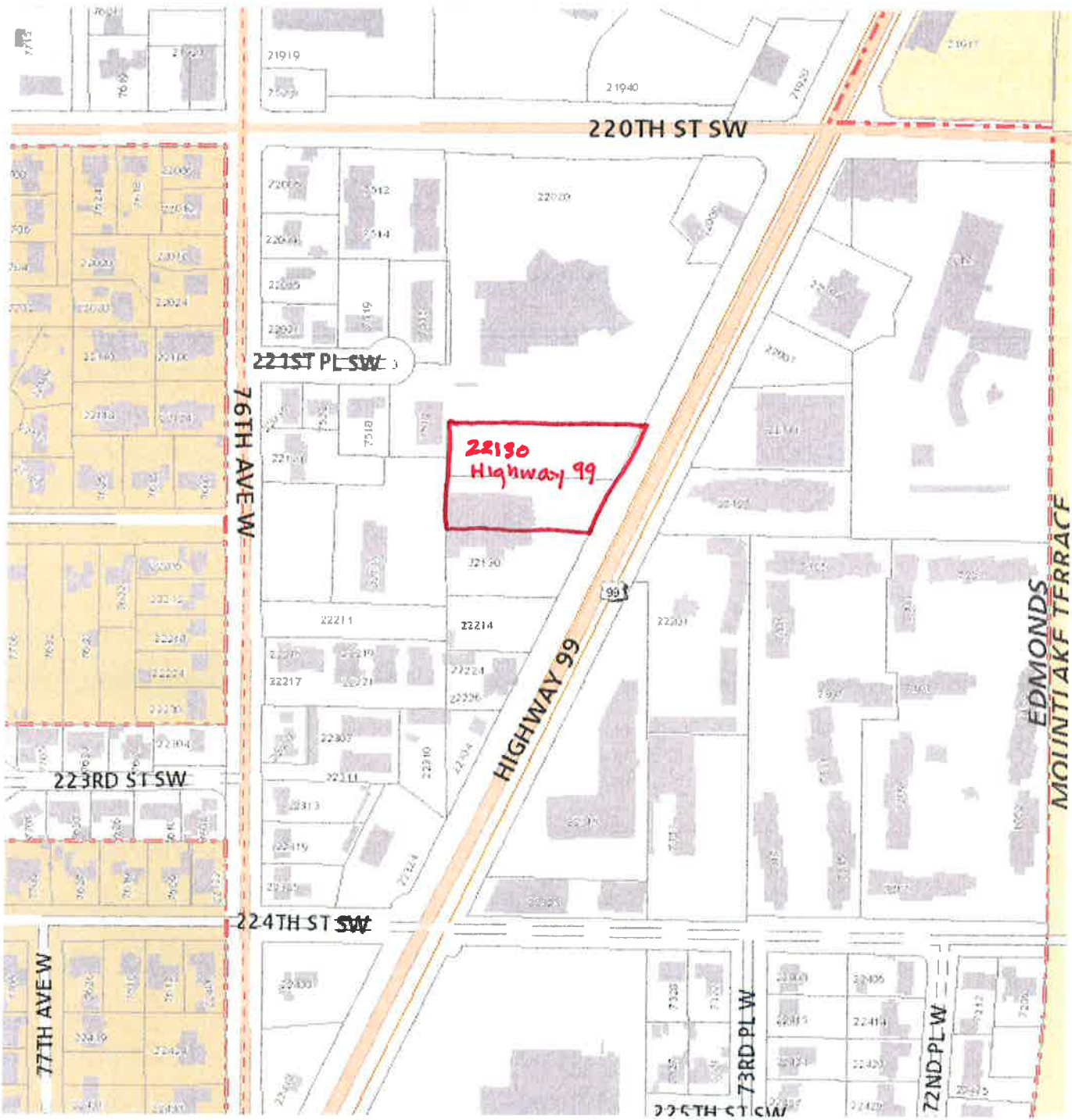
The City of Edmonds is currently reviewing a proposed development project, Hyundai Showroom, to be located at 22130 Highway 99. On August 15, 2017, the Edmonds Community Development Code was changed and Chapter 16.60.020 - CG - General Commercial Zone, provided new requirements for developments on Highway 99. This new section of the code requires a streetscape zone and pedestrian zone of a minimum of 10-feet. There is also a requirement to provide an activity zone along the frontage. The activity zones will be located between the pedestrian zone and the edge of the auto display area. A public pedestrian easement between 2.5 ft and 6 ft in width will be needed to meet these requirements. The wider 6 ft easement sections will accommodate the new activity zones.

Attachments:

Attachment 1 - Vicinity Map

Attachment 2 - Hyundai Pedestrian Easement

Attachment 3 - Hyundai map



Hyundai Showroom
22130 Highway 99

Return Address:
City Clerk
City of Edmonds
121 - 5th Ave. N.
Edmonds, WA 98020

PEDESTRIAN EASEMENT

Property Address: 22130 Highway 99

Assessor's Property Tax Parcel No.: 27042900306000

IN CONSIDERATION of benefits to accrue to the grantor herein, the undersigned, **IKEGAMI PROPERTIES, LLC**, (“GRANTOR”) hereby grants to the **CITY OF EDMONDS**, a Washington Municipal Corporation (“GRANTEE”), a permanent public pedestrian easement for the location and operation of a sidewalk and necessary appurtenances, over, across, through, and below the following described property, together with the right of access to the easement at any time for the stated purposes.

The easement hereby granted is located in the **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**, and is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

GRANTOR understands and agrees for themselves and their successors and assigns not to cause or allow the construction or maintenance of any building or other structure in or upon the area conveyed without the prior written consent of GRANTEE, which may be granted or allowed in GRANTEE'S sole discretion. GRANTOR understands and agrees that GRANTEE may cause the summary removal of any such building or structure so placed without GRANTEE'S consent and that GRANTOR shall make no claim for and shall hold GRANTEE harmless from any claim by a third person for damage to or destruction of the property so removed.

GRANTEE agrees to indemnify, defend and hold GRANTOR harmless from any and all liability or damage, including attorneys' fees and costs, incurred or arising directly from GRANTEE's use of the easement as stated above, except those arising from any of GRANTOR's acts, omissions or negligence.

GRANTOR expressly reserve all rights not inconsistent with those granted to GRANTEE herein.

DATED THIS _____ DAY OF _____ 2019.

Douglas F. Ikegami, Owner

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this day personally appeared before me _____ to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____

**NOTARY PUBLIC in and for the
State of Washington, residing at**

Accepted by the City Council dated _____ day of _____ 2019.

CITY OF EDMONDS

ATTEST/AUTHENTICATED:

David O. Earling, Mayor

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Attachment: Attachment 2 - Hyundai Pedestrian Easement (Hyundai Pedestrian Easement)

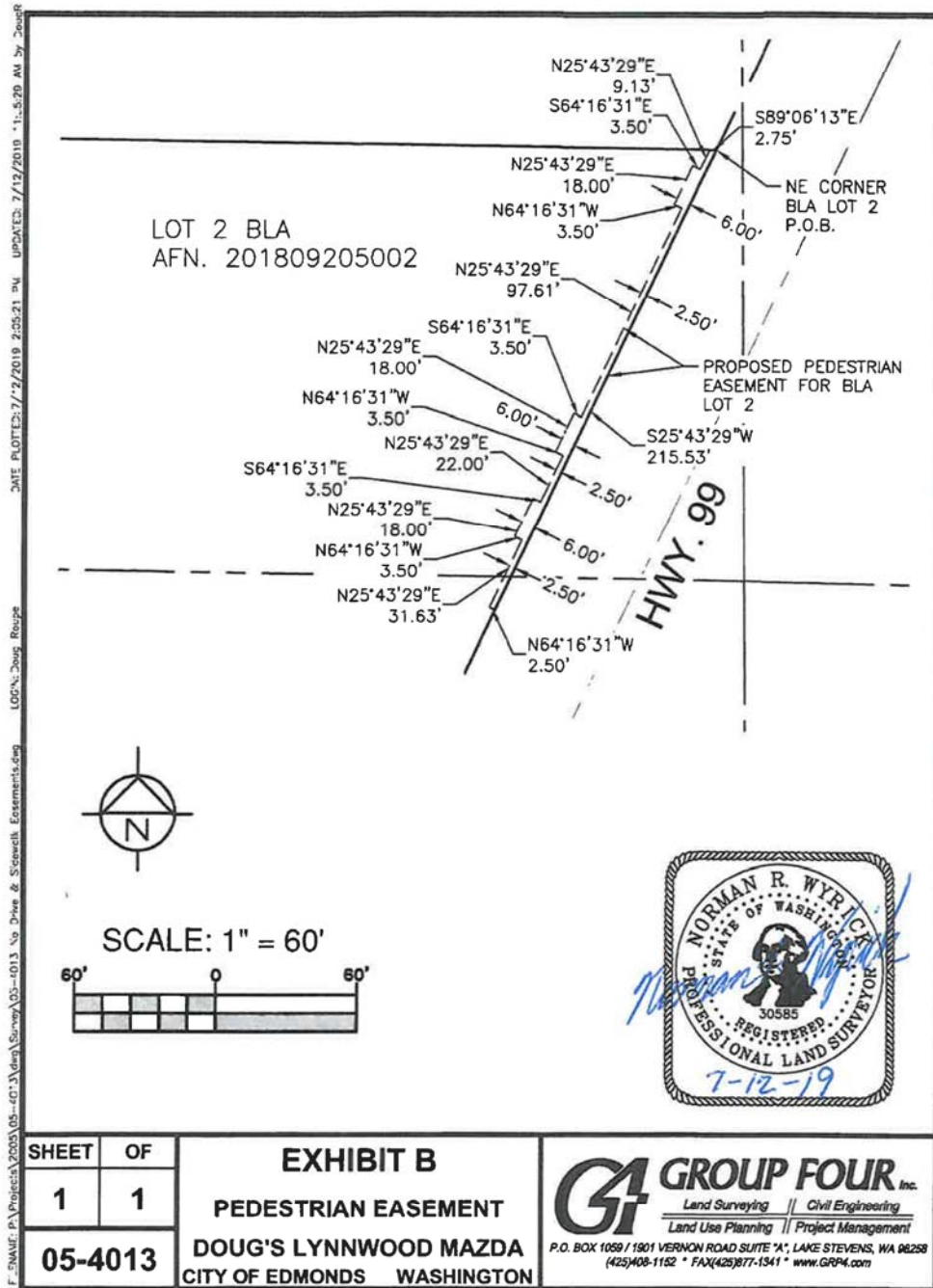
EXHIBIT A**DOUG'S LYNNWOOD MAZDA
PEDESTRIAN EASEMENT LOT 2**

THAT PORTION OF LOT 2 OF CITY OF EDMONDS BOUNDARY LINE ADJUSTMENT NO. PLN20180026, RECORDED UNDER AUDITOR'S FILE NUMBER 201809205002, RECORDS OF SNOHOMISH COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 25°43'29" WEST, ALONG THE WESTERLY MARGIN OF STATE HIGHWAY 99, A DISTANCE OF 215.53 FEET; THENCE NORTH 64°16'31" WEST, A DISTANCE OF 2.50 FEET; THENCE NORTH 25°43'29" EAST, PARALLEL WITH SAID WESTERLY MARGIN, A DISTANCE OF 31.63 FEET; THENCE NORTH 64°16'31" WEST, A DISTANCE OF 3.50 FEET; THENCE NORTH 25°43'29" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 64°16'31" EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 25°43'29" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 64°16'31" WEST, A DISTANCE OF 3.50 FEET; THENCE NORTH 25°43'29" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 64°16'31" EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 25°43'29" EAST, A DISTANCE OF 97.61 FEET; THENCE NORTH 64°16'31" WEST, A DISTANCE OF 3.50 FEET; THENCE NORTH 25°43'29" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 64°16'31" EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 24°43'29" EAST, A DISTANCE OF 9.13 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°06'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2.75 FEET TO THE **POINT OF BEGINNING**.

GROUP FOUR, INC.
P.O. Box 1059
Lake Stevens, WA 98258
PH. 425-408-1152





3|r|k architecture | design

255 Winslow Way East
Suite 202D
Bellevue Bridge Island
Washington 98110
Telephone
206 842 1253
e-mail
frank@3rarchitecture.com

CONSULTANTS:
TGL LLC
Landscape Architect

DOUG'S LYNNWOOD MAZDA
MAZDA SERVICE CENTER
22214 PACIFIC HIGHWAY 99
EDMONDS, WA 98026
22130 Highway 99
HYUNDAI

LANDSCAPE
PLAN

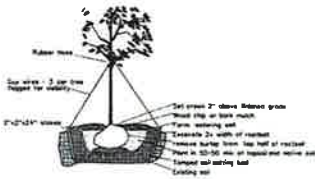
SCALE: 1"=30'-0"
ISSUE DATE: 11.16.18

REVISIONS: 2/18/19
PERMIT REVISIONS

PERMIT SET
L1.0

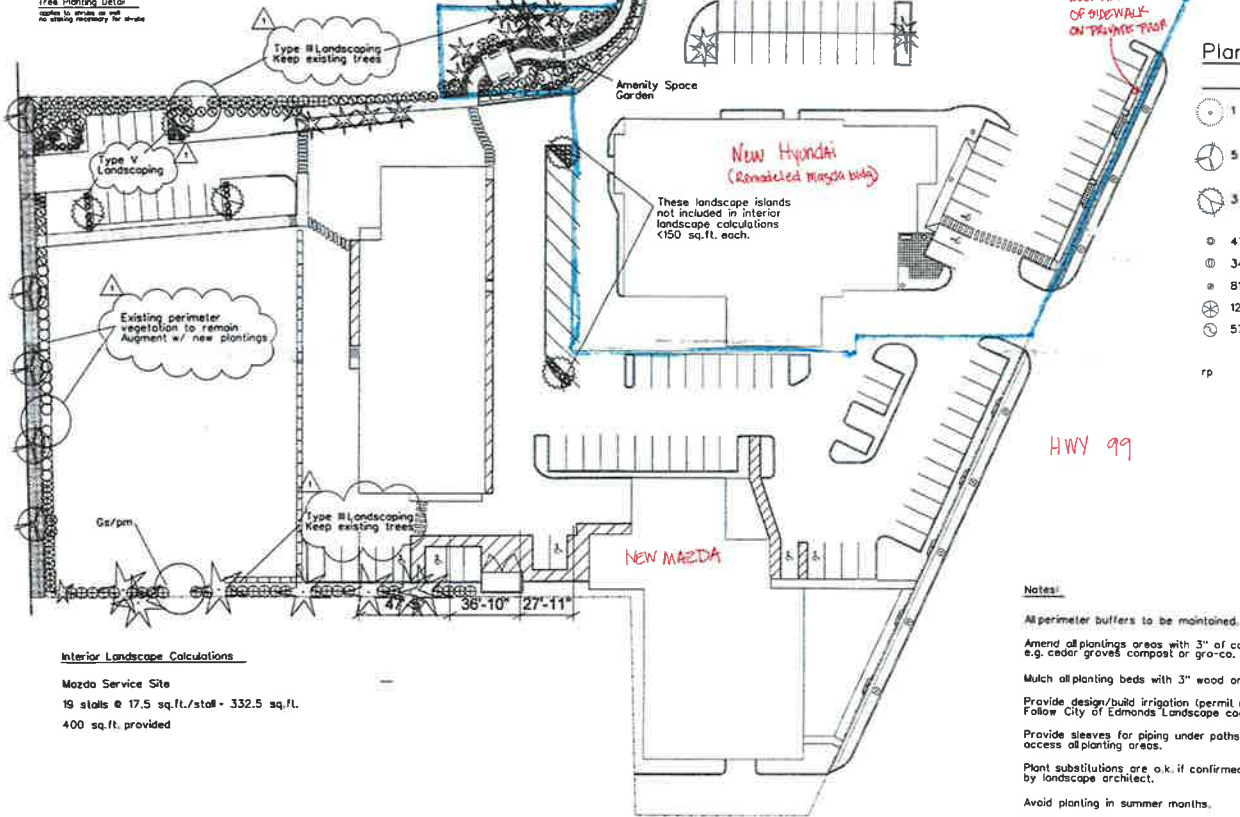
RESUB
FEB 19 2019

B102018-1498



Tree Planting Detail
applies to grade or soil
not existing territory for shrubs

76th
AVE W



Interior Landscape Calculations

Mazda Service Site
19 stalls @ 17.5 sq.ft./stall = 332.5 sq.ft.
400 sq.ft. provided

Plant Materials

- 1 Thuja plicata - Western Red Cedar / 4'-5'
- 5 Acer rubrum 'Red Sunset' - Red Maple / 2" cal.
- 3 Prunus cerasifera 'Thundercloud' - Purple Plum / 2" cal.
- 47 Potentilla fruticosa 'Goldfinger' - Cinquefoil / 1 gal.
- 34 Nandina dom. 'Gulf Stream' 2 gal.
- 81 Mahonia repens - Creeping Mahonia / 1 gal.
- 12 Mahonia aquifolium - Oregon Grape / 5 gal.
- 57 Viburnum davidii / 2 gal.
- rp Rubus pentalobus - Creeping Raspberry / 4" @ 2' o.c.

Notes

All perimeter buffers to be maintained.

Amend all plantings areas with 3" of compost
e.g. cedar groves compost or gro-co.

Mulch all planting beds with 3" wood or bark mulch.

Provide design/build irrigation (permit req.) for all plantings.
Follow City of Edmonds Landscape code.

Provide sleeves for piping under paths to
access all planting areas.

Plant substitutions are o.k. if confirmed
by landscape architect.

Avoid planting in summer months.

Stake trees as necessary.

CITY COPY

City Council Agenda Item

Meeting Date: 10/15/2019

Lynnwood Mazda Pedestrian Easement

Staff Lead: Rob English

Department: Engineering

Preparer: Megan Luttrell

Background/History

On June 11, 2019, staff presented this item to the Parks and Public Works Committee.

On October 8, 2019, staff presented this item to the Parks & Public Works Committee and it was forward to the October 15th consent agenda for approval.

Staff Recommendation

Approve the easement.

Narrative

The City of Edmonds is currently reviewing a proposed development project, the Mazda Showroom and Service Center, located at 22214 Highway 99. This property has frontage improvements along Highway 99 and 76th Ave W. At the time of permit submittal for this project, the Edmonds Community Development Code allowed for 7-ft sidewalks with street trees for frontage improvements. The project will install new street trees along both property frontages and widen the sidewalk width to 9 feet around the trees to meet ADA compliance. A 1.5 ft. wide pedestrian easement is being provided to the City, adjacent to Highway 99 and 76th Ave, to accommodate the wider sidewalks around the proposed street trees.

Attachments:

Attachment 1 - Vicinity Map

Attachment 2 - Mazda Pedestrian Easement

Attachment 3 - Full Site Plan



Mazda Showroom and Service Center
22214 Highway 99

CITY OF EDMONDS

ATTEST/AUTHENTICATED:

David O. Earling, Mayor

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Attachment: Attachment 2 - Mazda Pedestrian Easement (Lynnwood Mazda Pedestrian Easement)

EXHIBIT A**DOUG'S LYNNWOOD MAZDA
PEDESTRIAN EASEMENT LOT 1**

THAT PORTION OF LOT 1 OF CITY OF EDMONDS BOUNDARY LINE ADJUSTMENT NO. PLN20180026, RECORDED UNDER AUDITOR'S FILE NUMBER 201809205002, RECORDS OF SNOHOMISH COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 25°43'29" WEST, ALONG THE WESTERLY MARGIN OF STATE HIGHWAY 99, A DISTANCE OF 19.50 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 25°43'29" WEST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 207.65 FEET; THENCE NORTH 64°16'31" WEST, A DISTANCE OF 1.50 FEET; THENCE NORTH 25°43'29" EAST, PARALLEL WITH SAID WESTERLY MARGIN, A DISTANCE OF 207.65 FEET; THENCE SOUTH 64°16'31" EAST, A DISTANCE OF 1.50 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THAT PORTION OF LOT 1 OF CITY OF EDMONDS BOUNDARY NO. PLN20180026, LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201809205002, RECORDS OF SNOHOMISH COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°06'32" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1.50 FEET; THENCE SOUTH 00°44'32" EAST, PARALLEL WITH THE EASTERLY MARGIN OF 76TH AVENUE WEST, A DISTANCE OF 30.60 FEET; THENCE SOUTH 89°15'28" WEST, A DISTANCE OF 1.50 FEET TO A POINT ON SAID EASTERLY MARGIN;

GROUP FOUR, INC.
P.O. Box 1059
Lake Stevens, WA 98258
PH. 425-408-1152



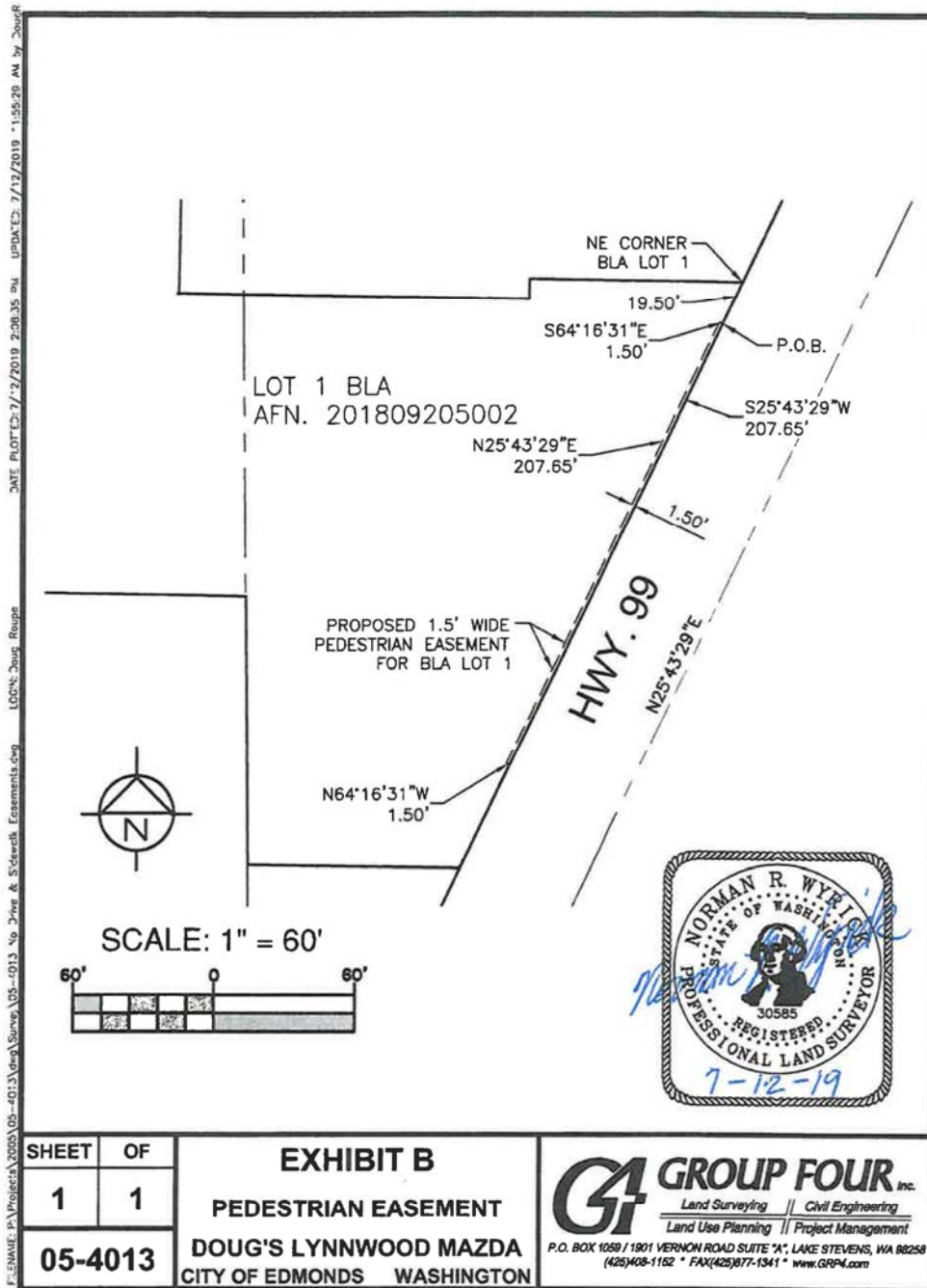
THENCE NORTH 00°44'32" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 30.65 FEET TO THE **POINT OF BEGINNING**.

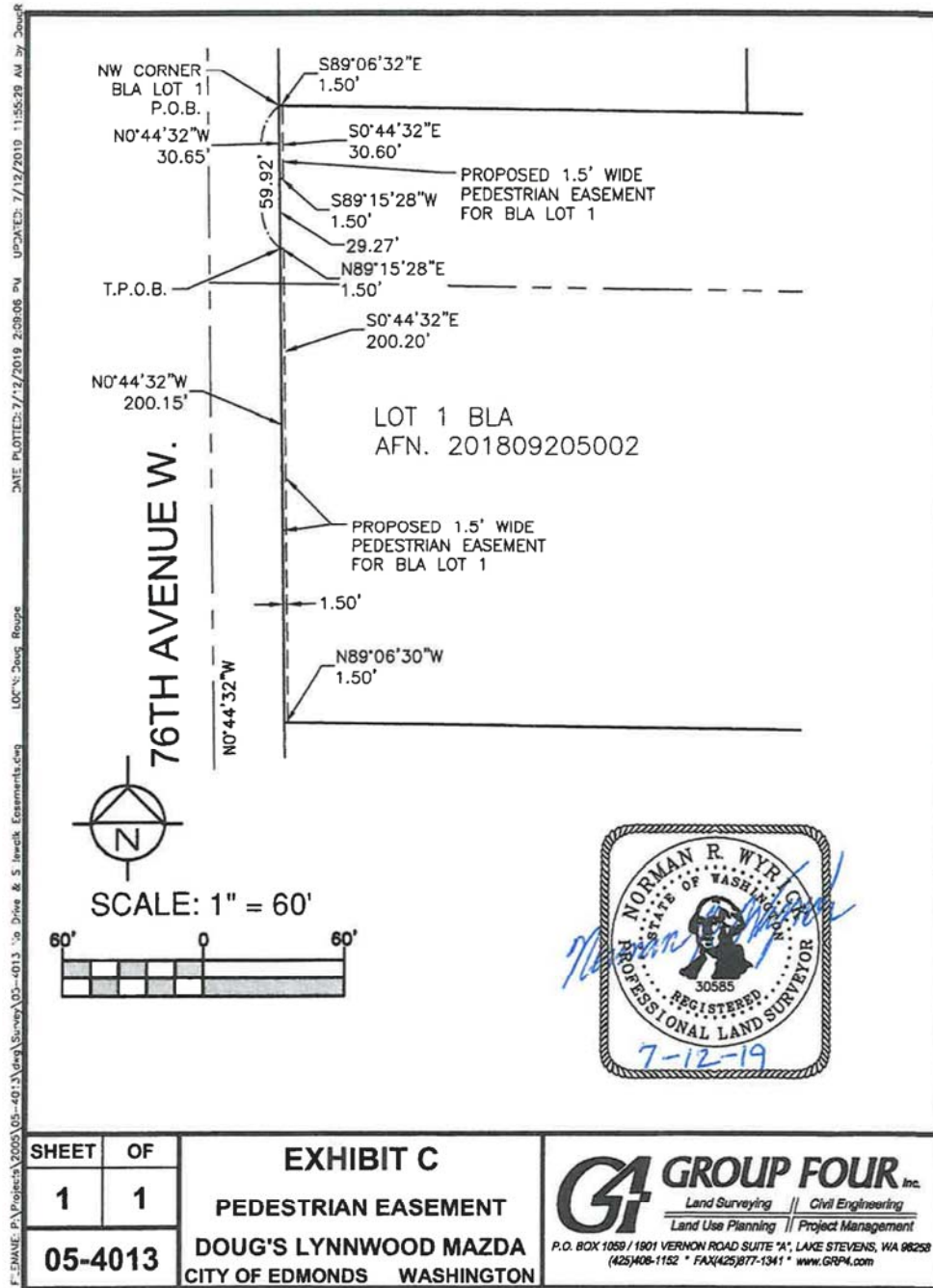
AND TOGETHER WITH THAT PORTION OF LOT 1 OF CITY OF EDMONDS BOUNDARY LINE ADJUSTMENT NO. PLN20180026, RECORDED UNDER AUDITOR'S FILE NUMBER 201809205002, RECORDS OF SNOHOMISH COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00°44'32" EAST, ALONG THE EASTERLY MARGIN OF 76TH AVENUE WEST, A DISTANCE OF 59.92 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°15'28" EAST, A DISTANCE OF 1.50 FEET; THENCE SOUTH 00°44'32" EAST, PARALLEL WITH SAID EASTERLY MARGIN, A DISTANCE OF 200.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°06'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°44'32" WEST, ALONG SAID EASTERLY MARGIN, A DISTANCE OF 200.15 FEET TO THE **TRUE POINT OF BEGINNING**.

GROUP FOUR, INC.
P.O. Box 1059
Lake Stevens, WA 98258
PH. 425-408-1152







265 Winslow Way East
Suite 202D
Bainbridge Island
Washington 98110

telephone
206 842 1253

e-mail
frank@3rkarchitecture.com

CONSULTANTS:



TGLA, LLC
Landscape Architect

DOUG'S LYNNWOOD MAZDA

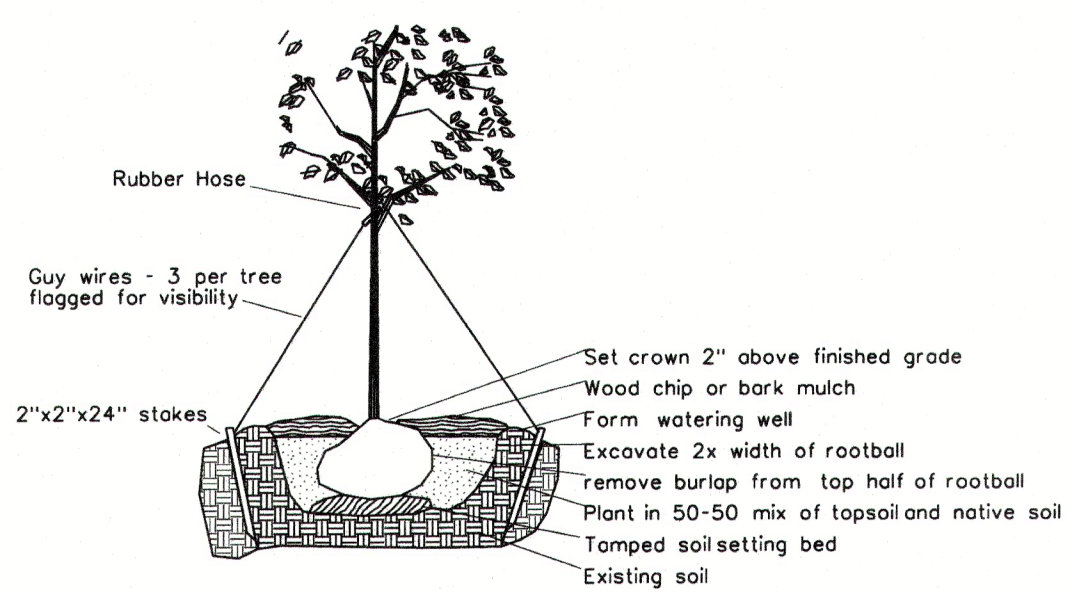
MAZDA SERVICE CENTER
22214 PACIFIC HIGHWAY 99
EDMONDS, WA 98026

LANDSCAPE PLAN

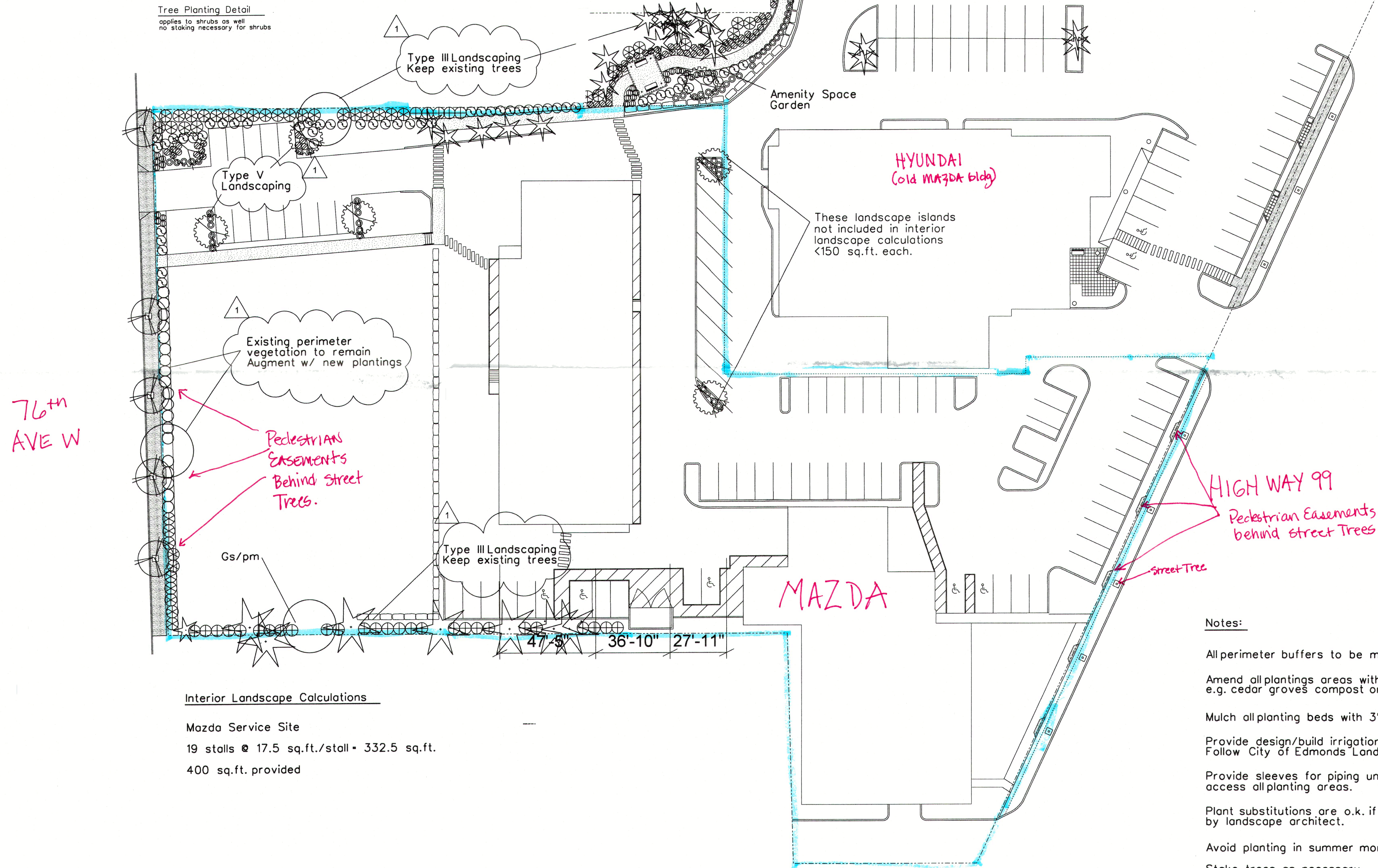
SCALE: 1"=30'-0"
ISSUE DATE: 11.16.18

REVISIONS: 1 2/19/19
PERMIT REVISIONS

PERMIT SET
L1.0



Tree Planting Detail
applies to shrubs as well
no staking necessary for shrubs



Plant Materials

- 1 Thuja plicata - Western Red Cedar / 4-5'
- 5 Acer rubrum 'Red Sunset' - Red Maple / 2" cal.
- 3 Prunus cerasifera 'Thundercloud' - Purple Plum / 2" cal.
- 47 Potentilla fruticosa 'Goldfinger' - Cinquefoil / 1 gal.
- 34 Nandina dom. 'Gulf Stream' 2 gal.
- 81 Mahonia repens - Creeping Mahonia / 1 gal.
- 12 Mahonia aquifolium - Oregon Grape / 5 gal.
- 57 Viburnum davidii / 2 gal.
- rp Rubus pentalobus - Creeping Raspberry / 4" @ 2' o.c.

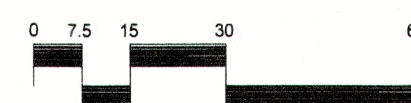
Notes:

- All perimeter buffers to be maintained.
- Amend all plantings areas with 3" of compost e.g. cedar groves compost or gro-co.
- Mulch all planting beds with 3" wood or bark mulch.
- Provide design/build irrigation (permit req.) for all plantings. Follow City of Edmonds Landscape code.
- Provide sleeves for piping under paths to access all planting areas.
- Plant substitutions are o.k. if confirmed by landscape architect.
- Avoid planting in summer months.
- Stake trees as necessary.

Interior Landscape Calculations

Mazda Service Site
19 stalls @ 17.5 sq.ft./stall = 332.5 sq.ft.
400 sq.ft. provided

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City Council Agenda Item

Meeting Date: 10/15/2019

Citywide Pedestrian Enhancements Project - Easements

Staff Lead: Rob English

Department: Engineering

Preparer: Megan Luttrell

Background/History

On October 8, 2019, staff presented this item to the Parks & Public Works Committee and it was forward to the October 15th consent agenda for approval.

Staff Recommendation

Approve the easements.

Narrative

The Citywide Pedestrian Improvements project consists of improving pedestrian safety at nine locations throughout the City (see attached map). The improvements will range from Rectangular Rapid Flashing Beacons (RRFB), a new HAWK signal, and a new traffic signal. In 2016, the City secured a Federal grant through *Safe Routes to School Program* in the amount of \$1.49 Million to fund this project.

The Citywide Pedestrian Enhancement Project requires several easements. The following easements have been signed and are ready to be accepted:

- College Place Elementary School - 7501 208th St. SW
 - The City has reached an agreement with Edmonds School District to have 102 square feet of temporary construction easement during the construction of the project. Rectangular Rapid Flashing Beacons (RRFB) will be installed at this intersection. The total compensation provided to the property owner is \$400. This cost will be 100% funded by a federal transportation grant (*Safe Routes to School Program grant*). See Attachment 1.
- Maplewood Presbyterian Church - 19523 84th Ave W
 - The City has reached an agreement with Maplewood Presbyterian Church to have 136 square feet of right of way and 164 square feet of temporary construction easement during the construction of the project. A HAWK signal will be installed at SR-524 / 196th St. SW @ 84th Ave W. The total compensation provided to the property owner is \$6,000. This cost will be 100% funded by a federal transportation grant (*Safe Routes to School Program grant*). See Attachment 2.
- 8326 196th St. SW
 - The City has reached an agreement with the property owner at 8326 196th St. SW to have 97 square feet of temporary construction easement during the construction of the project. A HAWK signal will be installed at SR-524 / 196th St. SW @ 84th Ave. W. The total compensation provided to the property owner is \$400. This cost will be 100% funded by a federal transportation grant (*Safe Routes to School Program grant*). See Attachment

3.

- 350 Caspers Street
 - The City has reached an agreement with the property owner at 350 Caspers St. to have 55 square feet of temporary construction easement during the construction of the project. Rapid Rectangular Flashing Beacons (RRFB) will be installed at SR-524/Caspers St. @ 7th Ave. N/Brookmere Dr. The total compensation provided to the property owner is \$300. This cost will be 100% funded by a federal transportation grant (*Safe Routes to School Program grant*). See Attachment 4.
- 109 Olympic Avenue
 - The City has reached an agreement with the property owner at 109 Olympic Ave to have 60 square feet of temporary construction easement during the construction of the Citywide Pedestrian Enhancements project. Rapid Rectangular Flashing Beacons (RRFB) will be installed at Main St @ Olympic Ave. The total compensation provided to the property owner is \$200. This cost will be 100% funded by a federal transportation grant (*Safe Routes to School Program grant*). See Attachment 5.
- Yost Park - 9537 Bowdoin Way
 - A permanent sidewalk easement of 372 SF is needed at 9537 Bowdoin Way, as part of the project. Since this section is within Yost Park (City property), the City acts as grantor and recipient. Based on the current land value within proximity to this property, the current assessed value of this permanent sidewalk easement is \$2,800. Rapid Rectangular Flashing Beacons (RRFB) will be installed at Main St. @ Olympic Ave. This cost will be 100% funded by a federal transportation grant (through *Safe Routes to School Program grant*). See Attachment 6.

Attachments:

Attachment 1 - 7501 208th St. SW

Attachment 2 - 19523 84th Ave W

Attachment 3 - 8326 196th St. SW

Attachment 4 - 350 Caspers Street

Attachment 5 - 109 Olympic Avenue

Attachment 6 - 9537 Bowdoin Way

Project Map



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT (Engineering Division)
121 5th Ave. N
Edmonds, WA 98020

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	Edmonds School District No. 15
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	Ptn of the SW Quarter of Sec 20, T27N, R4E, W.M., Snohomish County, Washington
Additional Legal(s):	Exhibits A and B, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	270420-003-003-00

Citywide Pedestrian Crossing Enhancements Project

The undersigned, Edmonds School District No. 15, for themselves and for their heirs, successors and assigns, hereafter together referred to as "GRANTOR(S)", for and in consideration of the promises set forth below and the improvements to the City's Citywide Pedestrian Improvement Project, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the City of Edmonds, a municipal corporation of the State of Washington, and its successors and assigns, hereafter together referred to as "the City", a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the GRANTOR(S)' property as legally described and depicted in Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof (the "Temporary Easement Area"), for the purpose of constructing necessary improvements. Work will include incidental items necessary to restore the property to a condition similar to its previous state. All costs of this work shall be completely borne by the City.

The GRANTOR(S) and the City, by accepting and signing this document, mutually covenant and agree as follows:

1. The City shall upon completion of the work, remove all construction debris and restore the surface of the above-described property to substantially its original condition, except as modified by the subject project.
2. Access to the GRANTOR(S)' property shall be maintained at all times during the City's *Citywide Pedestrian Crossing Enhancements* Project.
3. This Temporary Construction Easement is valid for Twelve month(s) from the start of construction and shall automatically terminate at the completion of the project or not later than December 31, 2020, whichever occurs first.
4. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of the City in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Dated this 10th day of September, 2019.

GRANTOR(S): Edmonds School District No. 15

By: 

Its: Executive Director of Business and Finance

ACCEPTED BY:

GRANTEE: City of Edmonds

Mr. Phil Williams/Public Works Director

Date

STATE OF WASHINGTON }
 } SS.
 COUNTY OF SNOHOMISH }

I certify that I know or have satisfactory evidence that Lydia Sellie is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Exec. Director of Business & Finance to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 9/10/2019

Signature: Allison Kaufmann

Notary Public in and for the State of Washington

Notary (print name): Allison Kaufmann

Residing at: Snohomish County

EXHIBIT A
PARCEL NO. 27042000300300
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 27 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SAID CORNER MARKED BY A 2 INCH BRASS CAP MONUMENT AT THE INTERSECTION OF 204TH STREET SOUTHWEST AND 76TH AVENUE WEST;

THENCE SOUTH 00° 43' 06" WEST ALONG THE CENTERLINE OF SAID 76TH AVENUE WEST, 661.65 FEET TO A 2 INCH BRASS CAP MONUMENT AT THE INTERSECTION OF 206TH STREET SOUTHWEST AND SAID 76TH AVENUE WEST;

THENCE SOUTH 89° 16' 54" EAST, 30.00 FEET TO THE EAST MARGIN OF SAID 76TH AVENUE WEST AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 16' 54" EAST, 2.00 FEET TO A LINE THAT IS 32.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID 76TH AVENUE WEST;

THENCE NORTH 00° 43' 06" EAST ALONG SAID PARALLEL LINE, 51.00 FEET;

THENCE NORTH 89° 16' 54" WEST, 2.00 FEET TO SAID EAST MARGIN;

THENCE SOUTH 00° 43' 06" WEST ALONG SAID EAST MARGIN, 51.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 102 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177540, DATED JANUARY 7, 2019)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 1°03'54" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 441.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE SOUTH 1°03'54" EAST, A DISTANCE OF 881.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

THENCE SOUTH 89°58'21" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 732.00 FEET;

THENCE NORTH 1°03'54" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 170.00 FEET;

THENCE NORTH 89°58'21" EAST PARALLEL WITH SAID SOUTH LINE 255.00 FEET;

THENCE NORTH 1°03'54" WEST PARALLEL WITH SAID WEST LINE 712.49 FEET TO A POINT WHICH BEARS SOUTH 1°03'54" EAST 441.45 FEET FROM THE NORTH LINE OF THE SOUTHWEST QUARTER, AND NORTH 89°54'22" EAST 986.93 FEET FROM THE WEST LINE OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89°54'22" WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER 986.93 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30.00 FEET AND THE WEST 30.00 FEET THEREOF CONVEYED TO THE CITY OF LYNNWOOD BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2274562.

27042000300300_TCE

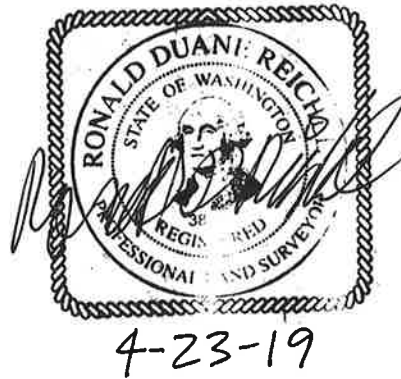
ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER THEREOF, SAID POINT BEING AT THE INTERSECTION OF THE NORTH MARGIN OF 208TH STREET SOUTHWEST AND THE EAST MARGIN OF 76TH AVENUE WEST; THENCE NORTH $1^{\circ}03'54''$ WEST 26.46 FEET ALONG SAID EAST MARGIN TO THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 27.00 FEET, A LENGTH OF 41.87 FEET AND A CHORD BEARING OF SOUTH $45^{\circ}29'22''$ EAST 37.80 FEET TO THE END OF CURVE, AND SAID NORTH MARGIN;

THENCE NORTH $89^{\circ}58'21''$ WEST 26.46 FEET ALONG SAID NORTH MARGIN TO THE POINT OF BEGINNING.

ALSO EXCEPT THE NORTH 5.50 FEET THEREOF.

(PURSUANT TO CITY OF LYNNWOOD BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 9109240271.)



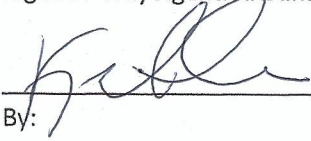
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121 5TH AVENUE NORTH • EDMONDS, WA 98020 • 425-771-0220 • FAX 425-672-5750
Website: www.edmondswa.gov

PUBLIC WORKS DEPARTMENT
Engineering Division

By: Gyda Selli Date: 10-1-19

Right-of-Way Agent: Kristina Guzman, RES Group NW

By:  Date: 10-1-19

The City of Edmonds agrees to the terms and conditions listed above.

By: _____ Date: _____



CITY OF EDMONDS

121 5TH AVENUE NORTH • EDMONDS, WA 98020 • 425-771-0220 • FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

After Recording, Return to:
CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT
7110 210TH St SW
Edmonds, WA 98026

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	Maplewood Presbyterian Church
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	SEC 18 TWP 27 RGE 04S 255FT OF SW1/4 SW1/4 SW1/4 SE1/4 LESS W 20FT & S 30FT FOR RD & TGW LOTS 5 THRU 7 PLAT OF TWIN FIRS EX ST OF WA 03652-001
Additional Legal(s):	Exhibits A and A-1, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	27-0418-004-023-00

Citywide Pedestrian Crossing Enhancements Project

The undersigned, **Maplewood Presbyterian Church, a Washington Nonprofit Corporation**, for themselves and for their heirs, successors and assigns, hereafter together referred to as "GRANTOR(S)", for and in consideration of the promises set forth below and the improvements to the City's Citywide Pedestrian Improvement Project, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the City of Edmonds, a municipal corporation of the State of Washington, and its successors and assigns, hereafter together referred to as "the City", a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the GRANTOR(S)' property as legally described and depicted in Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof (the "Temporary Easement Area"), for the purpose of constructing necessary

improvements. Work will include incidental items necessary to restore the property to a condition similar to its previous state. All costs of this work shall be completely borne by the City.

The GRANTOR(S) and the City, by accepting and signing this document, mutually covenant and agree as follows:

1. The City shall upon completion of the work, remove all construction debris and restore the surface of the above-described property to substantially its original condition, except as modified by the subject project.
2. Access to the GRANTOR(S)' property shall be maintained at all times during the City's *Citywide Pedestrian Crossing Enhancements* Project.
3. This Temporary Construction Easement shall commence upon the date this Agreement is signed by both parties and shall terminate and expire upon the City's final acceptance of this project by the Edmonds City Council.
4. This Temporary Construction Easement is valid for Twelve month(s) from the start of construction and shall automatically terminate at the completion of the project or not later than December 31, 2020, whichever occurs first.
5. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of the City in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Dated this 17th day of September, 2019.

GRANTOR(S):

Maplewood Presbyterian Church, a Washington Nonprofit Corporation

By: Doyle Ann [Signature]

ACCEPTED BY:

GRANTEE: City of Edmonds

Phil Williams /Public Works Director

Date

STATE OF WASHINGTON }
COUNTY OF King } SS.

I certify that I know or have satisfactory evidence that Doyle Ann Zimmerman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the Corporate Secretary of Maplewood Presbyterian Church, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: Sept 17, 2019
Signature: Sonja Y. Davis
Notary Public in and for the State of Washington
Notary (print name): Sonja Y. Davis
Residing at: Kirkland

EXHIBIT A
PARCEL NO. 27041800402300
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF 196TH STREET SOUTHWEST (S.R. 524) AND THE EAST MARGIN OF 84TH AVENUE WEST;

THENCE NORTH 01° 04' 30" EAST ALONG SAID MARGIN OF 84TH AVENUE WEST, 16.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 43° 49' 03" EAST, 23.38 FEET TO SAID NORTH MARGIN OF 196TH STREET SOUTHWEST;

THENCE SOUTH 88° 42' 48" EAST ALONG SAID MARGIN, 25.50 FEET;

THENCE NORTH 01° 17' 25" EAST, 2.50 FEET TO A LINE THAT IS 32.50 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID 196TH STREET SOUTHWEST;

THENCE NORTH 88° 42' 48" WEST ALONG SAID PARALLEL LINE, 25.18 FEET;

THENCE NORTH 43° 49' 03" WEST, 17.48 FEET TO A LINE THAT IS 24.50 EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID 84TH AVENUE WEST;

THENCE NORTH 01° 04' 30" EAST ALONG SAID PARALLEL LINE, 14.18 FEET;

THENCE NORTH 88° 55' 30" WEST, 4.50 FEET TO SAID MARGIN OF 84TH AVENUE WEST;

THENCE SOUTH 01° 04' 30" WEST ALONG SAID MARGIN, 12.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 164 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177534, DATED JANUARY 7, 2019)

THE SOUTH 255 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE WEST 20 FEET AND THE SOUTH 30 FEET FOR ROAD.



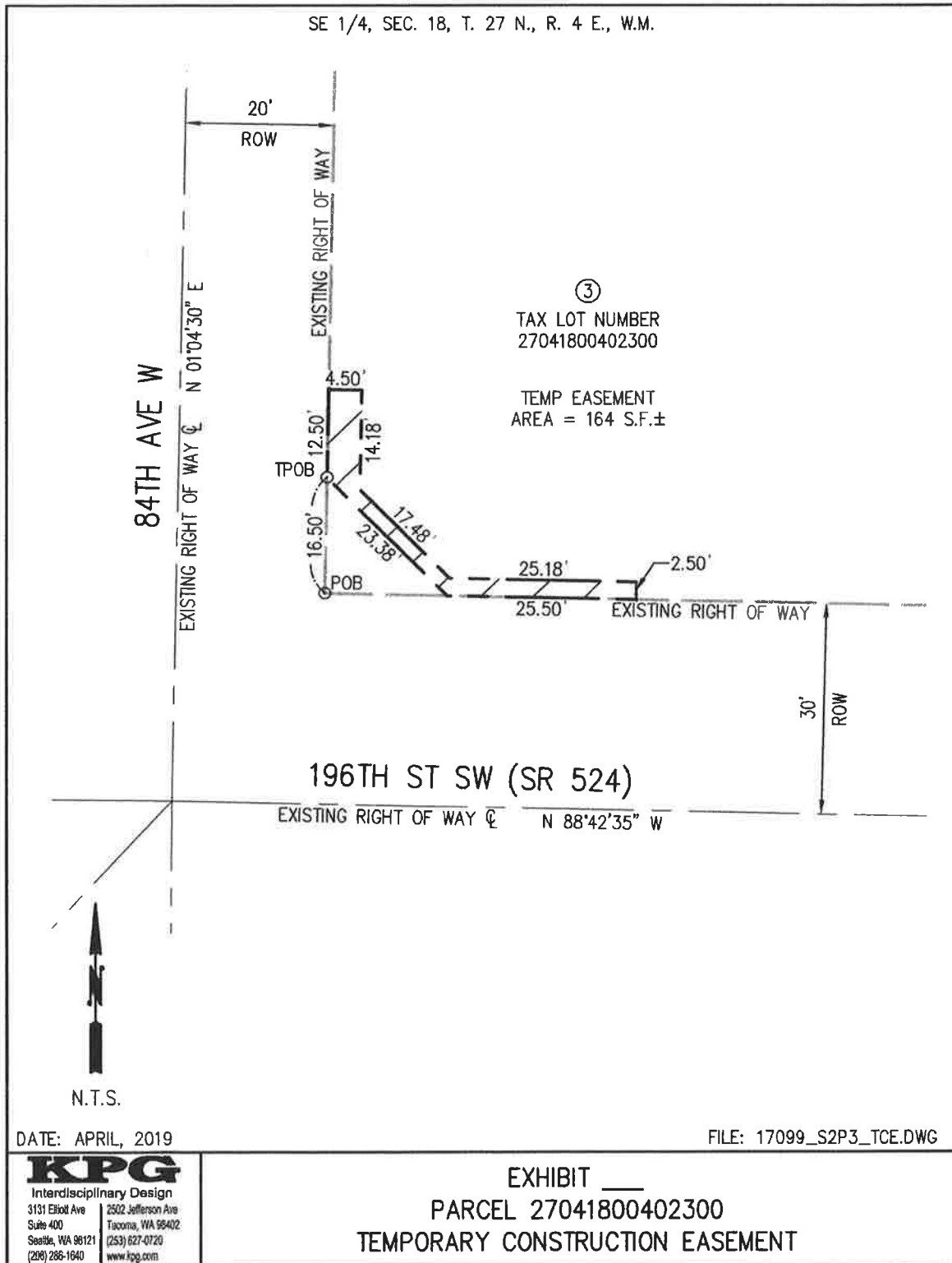
4-23-19

27041800402300_TCE

Page 1 of 1
KPG
 TACOMA · SEATTLE

EXHIBIT A-1

SE 1/4, SEC. 18, T. 27 N., R. 4 E., W.M.



Attachment: Attachment 2 - 19523 84th Ave W (Citywide Pedestrian Enhancements - Easements)



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

Claimant(s)

DeW
Maplewood
Edmonds Presbyterian Church
19523 84th Ave W
Edmonds, WA 98026
Tax Parcel No.: 27-0418-004-023-00

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Type of conveyance documents dated 9/17, 2019.

Lands Conveyed Fee:	136 SF @\$40/SF	\$5,440.00
Temporary Construction Easement:	164 SF @ \$40/SF @ 8% 1yr	\$524.80
Improvements:	N/A	\$
		\$
		\$
Total (rounded)		\$6,000.00 (R)

I/we have agreed to the compensation listed above as the full and final payment for the loss of 136 SF of Land. (identify specific losses / mentioned above). The City of Edmonds will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Edmonds, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.

Property Owner:

Doyle Ham 09-17-2019
By: Date:

Right-of-Way Agent: Sonja Davis, RES Group NW

By:  Date: 9/17/2019

The City of Edmonds agrees to the terms and conditions listed above.

By: Date:

After Recording, Return to:
CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT
7110 210TH St SW
Edmonds, WA 98026

STATUTORY WARRANTY DEED

Grantor(s):	Maplewood Presbyterian Church
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	SEC 18 TWP 27 RGE 04S 255FT OF SW1/4 SW1/4 SW1/4 SE1/4 LESS W 20FT & S 30FT FOR RD & TGW LOTS 5 THRU 7 PLAT OF TWIN FIRS EX ST OF WA 03652-001
Additional Legal(s):	Exhibits A and A-1, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	27-0418-004-023-00

Citywide Pedestrian Crossing Enhancements project

THE GRANTOR(S), Maplewood Presbyterian Church, a Washington Nonprofit Corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey and warrant to the City of Edmonds, a municipal corporation organized under the laws of the State of Washington, its successors and assigns, for the use of the public, the real property described in Exhibit A and illustrated in Exhibit A-1, attached hereto and made a part hereof, and any after-acquired interest therein, situated in the City of Edmonds, in Snohomish County, Washington.

The Grantor(s) request the Assessor and Treasurer of said County to set over to the remainder of Tax Parcel No. 27-0418-004-023-00, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of the deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the signature of the City Mayor, below.

DATED this 17th day of September, 2019.

GRANTOR(S):

Maplewood Presbyterian Church, a Washington Nonprofit Corporation

By: Daule Ann [Signature]
Its: Corporate Secretary

**GRANTEE:
CITY OF EDMONDS**

David O. Earling, Mayor
Date: _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

STATE OF WASHINGTON }
COUNTY OF King } SS.

I certify that I know or have satisfactory evidence that Daule Ann Zimmer is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the Corporate Secretary of Maplewood Presbyterian Church, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: Sept 17, 2019
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): Sonja Y. Davis
Residing at: Kirkland

Attachment: Attachment 2 - 19523 84th Ave W (Citywide Pedestrian Enhancements - Easements)

EXHIBIT A**PARCEL NO. 27041800402300
RIGHT OF WAY ACQUISITION**

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF 196TH STREET SOUTHWEST (S.R. 524) AND THE EAST MARGIN OF 84TH AVENUE WEST;

THENCE NORTH 01° 04' 30" EAST ALONG SAID MARGIN OF 84TH AVENUE WEST, 16.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 43° 49' 03" EAST, 23.38 FEET TO SAID NORTH MARGIN OF 196TH STREET SOUTHWEST AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING 136 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177534, DATED JANUARY 7, 2019)

THE SOUTH 255 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE WEST 20 FEET AND THE SOUTH 30 FEET FOR ROAD.



4-23-19

SE 1/4, SEC. 18, T. 27 N., R. 4 E., W.M.

20'
ROW

EXISTING RIGHT OF WAY

(3)
TAX LOT NUMBER
27041800402300

RIGHT OF WAY
AREA = 136 S.F. \pm

TPOB

16.50'

23.38'

POB

16.50'

EXISTING RIGHT OF WAY

30'
ROW

84TH AVE W

EXISTING RIGHT OF WAY \angle N 01°04'30" E

196TH ST SW (SR 524)

EXISTING RIGHT OF WAY \angle N 88°42'35" W

N.T.S.

DATE: APRIL, 2019

FILE: 17099_S2P3_ROW.DWG

KPG
Interdisciplinary Design
3131 Elliott Ave Suite 400
Seattle, WA 98121
(206) 288-1640
www.kpg.com

2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720

EXHIBIT ____
PARCEL 27041800402300
RIGHT-OF-WAY ACQUISITION



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

After Recording, Return to:
CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT
7110 210TH St SW
Edmonds, WA 98026

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	Daniel and Barbara Brady LLC
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	LOT 1, ROBERT E. THOMAS EDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOL. 14 OF PLATS, PG 120, RECORDS OF SNOHOMISH COUNTY, WA
Additional Legal(s):	Exhibits A and A-1, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	005587-000-001-00

Citywide Pedestrian Crossing Enhancements Project

The undersigned, Daniel and Barbara Brady LLC, a Washington limited liability company, for themselves and for their heirs, successors and assigns, hereafter together referred to as "GRANTOR(S)", for and in consideration of the promises set forth below and the improvements to the City's Citywide Pedestrian Improvement Project, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the City of Edmonds, a municipal corporation of the State of Washington, and its successors and assigns, hereafter together referred to as "the City", a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the GRANTOR(S)' property as legally described and depicted in Exhibit "A" and Exhibit "A-1", attached hereto and by this reference made a part hereof (the "Temporary Easement Area"), for the purpose of constructing necessary

improvements. The GRANTOR(S) further grant the use of the property immediately adjacent to the Temporary Easement Area for the purpose of performing this work.

The GRANTOR(S) and the City, by signing and accepting this document, mutually covenant and agree as follows:

1. The City shall upon completion of the work, remove all construction debris and restore the surface of the above-described property to substantially its original condition, except as modified by the subject project.
2. Access to the GRANTOR(S)' property shall be maintained at all times during the City's Cityside Pedestrian Improvement Project.
3. This Temporary Construction Easement shall commence upon the date this Agreement is signed by both parties and shall terminate and expire upon the City's final acceptance of this project by the Edmonds City Council.
4. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of the City in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate at the completion of the project or not later than December 31, 2020, whichever occurs first.
- 5.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Dated this 12 day of August, 2019.

GRANTOR(S):**Daniel and Barbara Brady LLC**Daniel W Brady**Daniel Brady**Barbara J Brady**Barbara Brady****ACCEPTED BY:****GRANTEE:** City of EdmondsMr. Phil Williams /Public Works DirectorDate

STATE OF WASHINGTON }

COUNTY OF King }

} SS.

I certify that I know or have satisfactory evidence that Daniel and Barbara Brady are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of Daniel and Barbara Brady LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Aug 13, 2019Signature: Sonja Y. Davis

Notary Public in and for the State of Washington

Notary (print name): Sonja Y. DavisResiding at: Kirkland

EXHIBIT A
PARCEL NO. 00558700000100
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 'A', SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH MARGIN OF 196TH STREET SOUTHWEST (S.R. 524) AND THE EAST MARGIN OF 84TH AVENUE WEST;

THENCE SOUTH 88° 42' 35" EAST ALONG SAID SOUTH MARGIN 196TH STREET SOUTHWEST, 13.00 FEET;

SOUTH 01° 17' 25" WEST, 5.00 FEET TO A LINE THAT IS 35.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SAID 196TH STREET SOUTHWEST;

THENCE NORTH 88° 42' 35" WEST ALONG SAID PARALLEL LINE, 10.93 FEET TO A LINE THAT IS 42.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID 84TH AVENUE WEST;

THENCE SOUTH 00° 31' 23" WEST ALONG SAID PARALLEL LINE, 15.97 FEET;

THENCE NORTH 89° 28' 37" WEST, 2.00 FEET TO THE EAST MARGIN OF SAID 84TH AVENUE WEST;

NORTH 00° 31' 23" EAST ALONG SAID MARGIN, 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 97 SQUARE FEET, MORE OR LESS.

PARCEL "A":

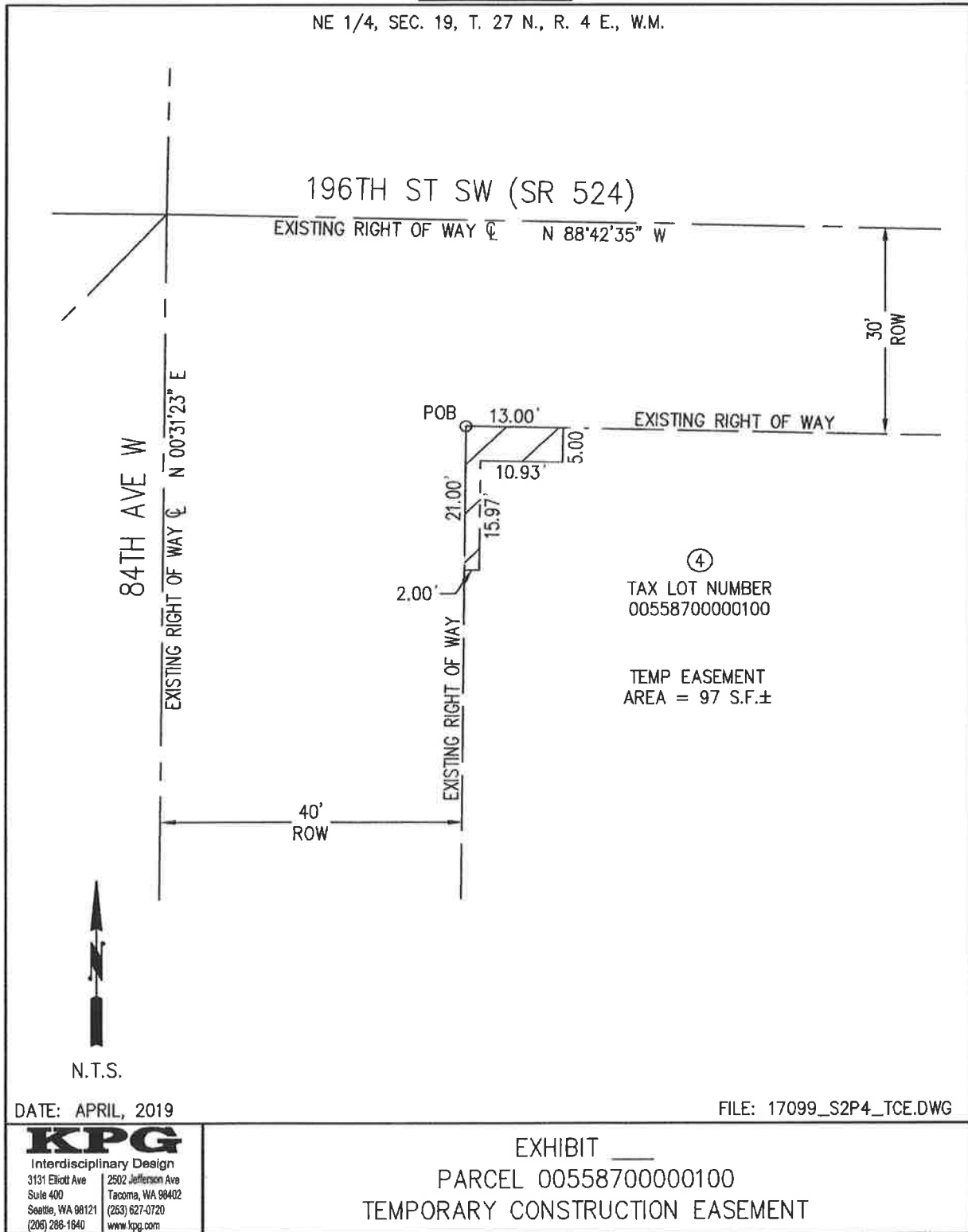
(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177535, DATED JANUARY 7, 2019)

LOT 1, ROBERT E. THOMAS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 120, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



EXHIBIT A-1

NE 1/4, SEC. 19, T. 27 N., R. 4 E., W.M.





CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

Claimant(s)

Daniel and Barbara Brady, LLC
11517 Heberlein RD
Woodway, WA 98020
Tax Parcel No.: 005587-000-001-00

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Type of conveyance documents dated _____, 2019.

Lands Conveyed Fee:		\$
Temporary Construction Easement:	97 SF @ \$40/SF @ 8% 1yr	\$310.40
Improvements:	N/A	\$
		\$
		\$
Total (rounded)		\$400.00(R)

I/we have agreed to the compensation listed above as the full and final payment for the 97 SF of land in TCE for the duration of the construction of the said project (identify specific losses / mentioned above). The City of Edmonds will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Edmonds, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.


Property Owner:

Danile and Barbara Brady LLC

By: *Daniel W Brady* Date: 8/12/19

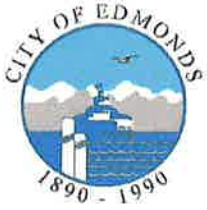
Attachment: Attachment 3 - 8326 196th St. SW (Citywide Pedestrian Enhancements - Easements)

Right-of-Way Agent: Sonja Davis, RES Group NW

By:  Date: 8/12/19

The City of Edmonds agrees to the terms and conditions listed above.

By: _____ Date: _____



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT (Engineering Division)
121 5th Ave. N
Edmonds, WA 98020

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	Hal D. Hay and Cheryl G. Hay, Husband and Wife
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	PTN OF GOV LOT 2, SEC 24 T27N, R3E, WILLAMETTE, MERIDIAN
Additional Legal(s):	Exhibits A and B, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	27032400200100

Citywide Pedestrian Crossing Enhancements Project

The undersigned, Hal D. Hay and Cheryl G. Hay, Husband and Wife, for themselves and for their heirs, successors and assigns, hereafter together referred to as "GRANTOR(S)", for and in consideration of the promises set forth below and the improvements to the City's Citywide Pedestrian Improvement Project, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the City of Edmonds, a municipal corporation of the State of Washington, and its successors and assigns, hereafter together referred to as "the City", a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the GRANTOR(S)' property as legally described and depicted in Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof (the "Temporary Easement Area"), for the purpose of constructing necessary improvements. Work will include incidental items necessary to restore the property to a condition similar to its previous state. All costs of this work shall be completely borne by the City.

The GRANTOR(S) and the City, by accepting and signing this document, mutually covenant and agree as follows:

- 1 . The City shall upon completion of the work, remove all construction debris and restore the surface of the above-described property to substantially its original condition, except as modified by the subject project.
2. Access to the GRANTOR(S)' property shall be maintained at all times during the City's *Citywide Pedestrian Crossing Enhancements* Project.
3. This Temporary Construction Easement is valid for Twelve month(s) from the start of construction and shall automatically terminate at the completion of the project or not later than December 31, 2020, whichever occurs first.
4. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of the City in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Dated this 22 day of August, 2019.

GRANTOR(S): Hal D. Hay and Cheryl G. Hay

By: Hal D. Hay

By: Cheryl G. Hay

ACCEPTED BY:

GRANTEE: City of Edmonds_____
Mr. Phil Williams/Public Works Director_____
Date

STATE OF WASHINGTON }
 } SS.
COUNTY OF SNOHOMISH }

I hereby certify that I know or have satisfactory evidence that Hal D. Hay and Cheryl G. Hay, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 8/22/19
 Signature: [Handwritten Signature]
 Notary Public in and for the State of Washington
 Notary (print name): Kristina L. Guzman
 Residing at: Shoreline

Attachment: Attachemnt 4 - 350 Caspers Street (Citywide Pedestrian Enhancements - Easements)

EXHIBIT A
PARCEL NO. 27032400200100
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH MARGIN OF CASPERS STREET AND THE WEST MARGIN OF 7TH AVENUE NORTH;

THENCE NORTH 88° 36' 25" WEST ALONG SAID MARGIN OF CASPERS STREET, 10.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 43° 40' 27" EAST, 14.87 FEET TO SAID WEST MARGIN OF 7TH AVENUE NORTH AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING 55 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177537, DATED JANUARY 15, 2019)

THE EAST HALF OF THE FOLLOWING DESCRIBED TRACT:

PORTION OF GOVERNMENT LOT 2, SECTION 24, TOWNSHIP 27 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, EMBRACED WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT ON THE WEST MARGIN OF SEVENTH AVENUE IN CITY OF EDMONDS, 116.67 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 2;

THENCE WEST 520.87 FEET TO INTERSECT THE EASTERLY MARGIN OF THIRD AVENUE;

THENCE RETRACING LAST LINE, RUN EAST 325 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, RUN EAST 195.87 FEET TO THE WEST MARGIN OF SEVENTH AVENUE;

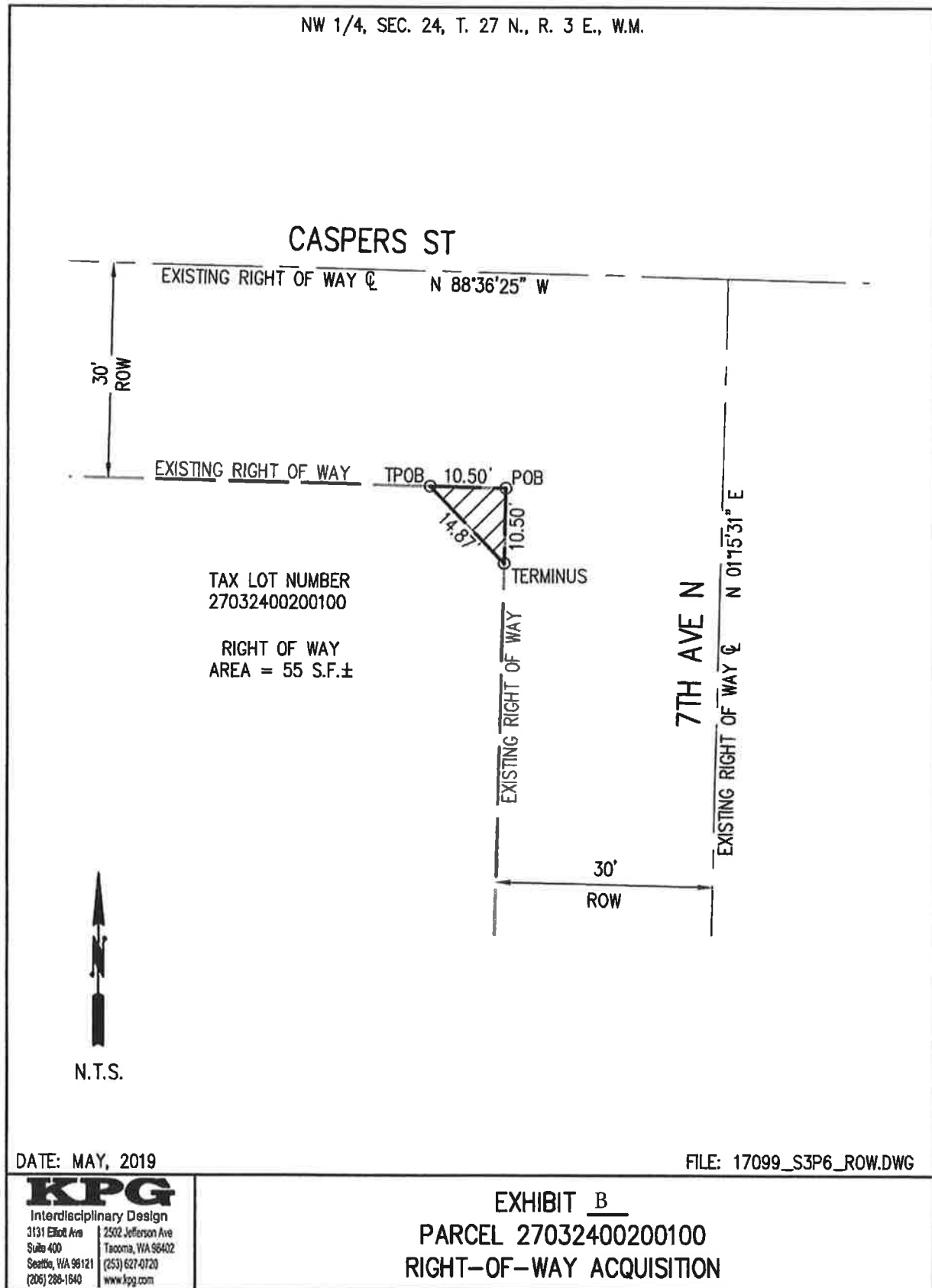
THENCE NORTH ALONG SAID MARGIN OF SEVENTH AVENUE 71.67 FEET;

THENCE WEST 195.87 FEET TO A POINT NORTH OF THE POINT OF BEGINNING;

THENCE SOUTH 71.67 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.







CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

Claimant(s)

Hal and Cheryl Hay
350 Casper Street
Edmonds, WA 98020

Tax Parcel No. : 27032-400-200-100

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Temporary Construction Easement dated AUGUST 22, 2019.

Lands Conveyed Fee:	N/A	\$
Temporary Construction Easement:	55 SF @ \$65/SF @ 8% 1yr	\$286.00
Improvements:	N/A	\$

Total (rounded)	\$300.00
-----------------	----------

I/we have agreed to the compensation listed above as the full and final payment for the loss of 55 SF of land in TCE. The City of Edmonds will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Edmonds, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.

Property Owner: *Hal or Cheryl Hay*

By: *Hal O. Hay* Date: *8/22/19*

Attachment: Attachemnt 4 - 350 Caspers Street (Citywide Pedestrian Enhancements - Easements)

Right-of-Way Agent: Kristina Guzman, RES Group NW

By:  Date: 8/22/19

The City of Edmonds agrees to the terms and conditions listed above.

By: _____ Date: _____



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT (Engineering Division)
121 5th Ave. N
Edmonds, WA 98020

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s):	John F. Scheuerman and Glenda K. Scheuerman, Husband and Wife
Grantee:	City of Edmonds,
Abbreviated Legal Description:	a municipal corporation of the State of Washington
Additional Legal(s):	PTN CITY OF EDMONDS BLK 040 D-01 LOT 2 OF CITY OF EDM SP REC AF
Assessor's Tax Parcel ID#:	Exhibits A and B, attached hereto and made part hereof

Citywide Pedestrian Crossing Enhancements Project

The undersigned John F. Scheuerman and Glenda K. Scheuerman, Husband and Wife,, for themselves and for their heirs, successors and assigns, hereafter together referred to as "GRANTOR(S)", for and in consideration of the promises set forth below and the improvements to the City's Citywide Pedestrian Improvement Project, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) unto the City of Edmonds, a municipal corporation of the State of Washington, and its successors and assigns, hereafter together referred to as "the City", a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the GRANTOR(S)' property as legally described and depicted in Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof (the "Temporary Easement Area"), for the purpose of constructing necessary improvements. Work

will include incidental items necessary to restore the property to a condition similar to its previous state. All costs of this work shall be completely borne by the City.

The GRANTOR(S) and the City, by accepting and signing this document, mutually covenant and agree as follows:

1. The City shall upon completion of the work, remove all construction debris and restore the surface of the above-described property to substantially its original condition, except as modified by the subject project.
2. Access to the GRANTOR(S)' property shall be maintained at all times during the City's *Citywide Pedestrian Crossing Enhancements* Project.
3. This Temporary Construction Easement is valid for Twelve month(s) from the start of construction and shall automatically terminate at the completion of the project or not later than December 31, 2020, whichever occurs first.
4. Upon the expiration of the term of this Temporary Construction Easement, all of the rights and benefits of the City in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Dated this 27 day of August, 2019.

GRANTOR(S): John F. Scheuerman and Glenda K. Scheuerman

By: John F. Scheuerman

By: Glenda K. Scheuerman

ACCEPTED BY:

GRANTEE: City of Edmonds

Mr. Phil Williams/Public Works Director

Date

STATE OF WASHINGTON }
 }
 COUNTY OF SNOHOMISH } SS.

I hereby certify that I know or have satisfactory evidence that John F. Scheuerman and Glenda K. Scheuerman, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary, act for the uses and purposes mentioned in this instrument.



Dated: 8/27/19
 Signature: [Handwritten Signature]
 Notary Public in and for the State of Washington
 Notary (print name): Kristina L. Guzman
 Residing at: Shoreline

EXHIBIT A
PARCEL NO. 00434204002101
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION OF THE NORTH MARGIN OF MAIN STREET AND THE WEST MARGIN OF OLYMPIC AVENUE;

THENCE NORTH 88° 38' 45" WEST ALONG SAID NORTH MARGIN, 24.00 FEET;

THENCE NORTH 00° 57' 13" EAST, 2.50 FEET TO A LINE THAT IS 32.50 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN STREET;

THENCE SOUTH 88° 38' 45" EAST ALONG SAID PARALLEL LINE, 24.00 FEET TO SAID WEST MARGIN OF OLYMPIC AVENUE;

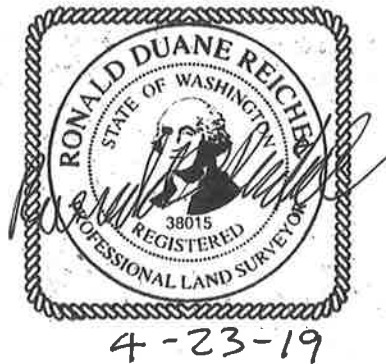
THENCE SOUTH 00° 57' 13" WEST ALONG SAID WEST MARGIN, 2.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

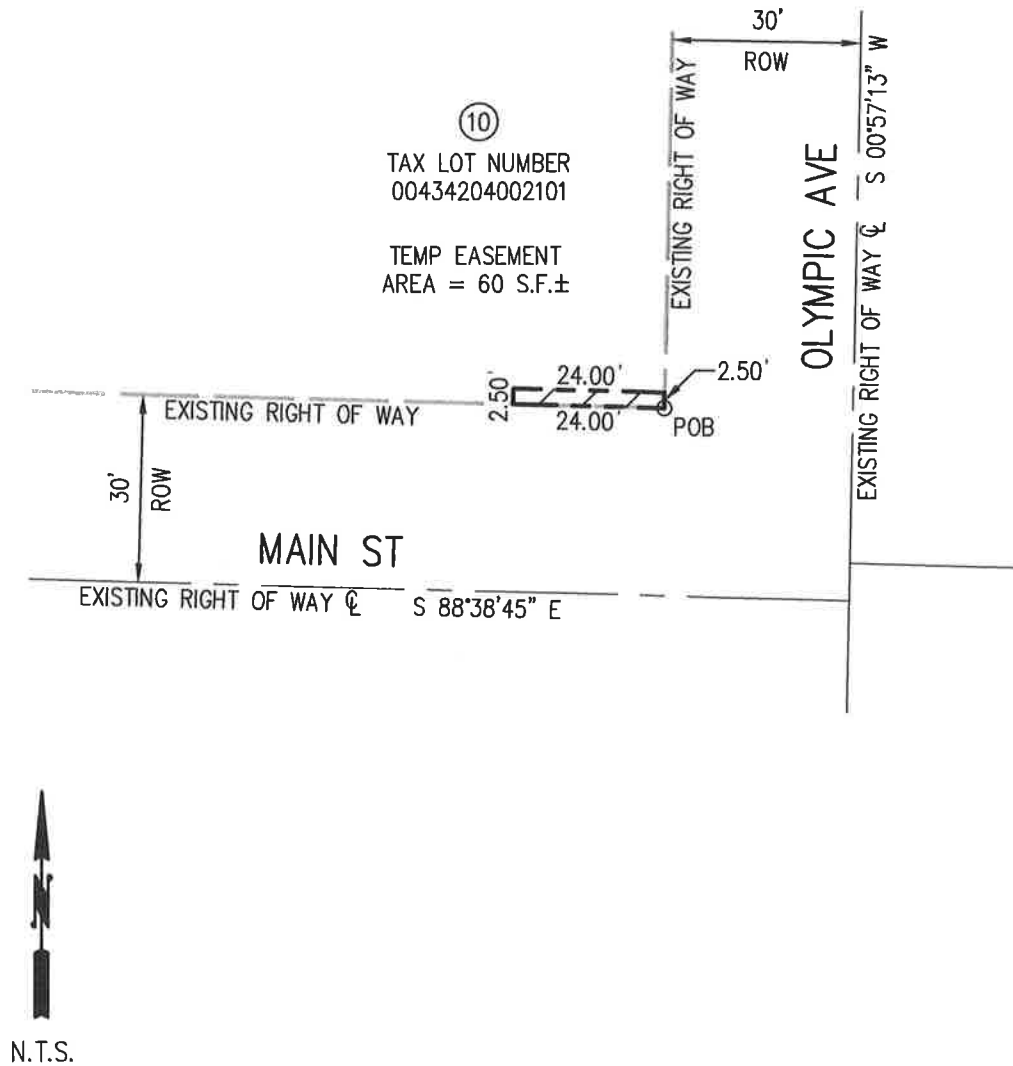
PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177543, DATED JANUARY 4, 2019)

LOT 2 OF CITY OF EDMONDS SHORT PLAT NO. S-16-84, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NO. 8411090231, BEING A PORTION OF LOTS 21, 22, 23 AND 24, BLOCK 40, CITY OF EDMONDS, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 38 AND 39, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;



SE 1/4, SEC. 24, T. 27 N., R. 3 E., W.M.



DATE: APRIL, 2019

FILE: 17099_S9P10_TCE.DWG

KPG

Interdisciplinary Design
 3131 Elliott Ave
 Suite 400
 Seattle, WA 98121
 (206) 286-1640
 2502 Jefferson Ave
 Tacoma, WA 98402
 (253) 627-0720
 www.kpg.com

EXHIBIT B
 PARCEL 00434204002101
 TEMPORARY CONSTRUCTION EASEMENT

Attachment: Attachment 5 - 109 Olympic Avenue (Citywide Pedestrian Enhancements - Easements)



CITY OF EDMONDS

121 5TH AVENUE NORTH • EDMONDS, WA 98020 • 425-771-0220 • FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

Claimant(s)

John and Glenda Scheuerman
109 Olympic Ave
Edmonds, WA 98020

Tax Parcel No. : 00434-204-002-101

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Temporary Construction Easement dated 8/27, 2019.

Lands Conveyed Fee:	N/A	\$
Temporary Construction Easement:	60 SF @ \$40/SF @ 8% 1yr	\$192.00
Improvements:	N/A	\$

Total (rounded)	\$200.00
-----------------	----------

I/we have agreed to the compensation listed above as the full and final payment for the loss of 60 SF of land in TCE. The City of Edmonds will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).


I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Edmonds, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.

Property Owner: *John or Glenda Scheuerman*

By: *Glenda H. Scheuerman* Date: 8/27/19

Attachment: Attachment 5 - 109 Olympic Avenue (Citywide Pedestrian Enhancements - Easements)

Right-of-Way Agent: Kristina Guzman, RES Group NW

By:  Date: 8/27/19

The City of Edmonds agrees to the terms and conditions listed above.

By: _____ Date: _____

After Recording, Return to:
CITY OF EDMONDS
PUBLIC WORKS DEPARTMENT
7110 210TH St SW
Edmonds, WA 98026

PERMANENT SIDEWALK EASEMENT

Grantor(s):	City of Edmonds, Washington, a municipal corporation
Grantee:	City of Edmonds, a municipal corporation of the State of Washington
Abbreviated Legal Description:	Ptn. SE Quarter of the SE Quarter of Sec. 24, T27N, R3E, W.M., Snohomish, WA
Additional Legal(s):	Exhibits A and A-1, attached hereto and made part hereof
Assessor's Tax Parcel ID#:	270324-004-001-00

Citywide Pedestrian Crossing Enhancements Project

THIS PERMANENT SIDEWALK EASEMENT is granted this _____ day of _____, 2019, from City of Edmonds, Washington, a municipal corporation ("Grantor(s)" herein) to the City of Edmonds, a municipal corporation of the State of Washington ("Grantee" herein).

WITNESSETH:

- Grant of Easement.** The Grantor(s), for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant and convey to the City of Edmonds, a municipal corporation of the State of Washington, (Grantee), for the purposes set forth herein, a non-exclusive perpetual easement for the placement, operation, and maintenance of a permanent sidewalk and bus shelter footing ("Easement" herein) over, under, along, across, and

Parcel # 11

through the following described real property (“Easement Area” herein) located in Snohomish County, Washington.

2. Property Subject to Easement

a. **Property Description.** The Property subject to this Easement is legally described in Exhibit “A” and depicted in Exhibit “A-1” attached hereto and incorporated herein by this reference.

b. **Easement Area.** Except as is otherwise set forth herein, Grantee’s rights shall be exercised only upon the Easement Area (that portion of the property legally described in Exhibit “A” and depicted in Exhibit “A-1”).

3. **Purpose.** Grantee, its contractors, employees, agents, successors, franchisors, and assigns, shall have the right to construct, operate, maintain, repair, replace, improve, and remove a public sidewalk across the Easement Area.
4. **Access.** Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.
5. **Grantor(s)’ Use of Easement Area.** Grantor(s) reserve the right to use the Easement Area for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantor(s) shall not alter the ground surface and subsurface of the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without the prior written consent of Grantee’s Public Works Director, or authorized designee. Grantee’s prior written consent, where required, shall not be unreasonably withheld. Grantor(s) shall not construct or maintain any buildings within the Easement Area.
6. **Indemnity.** Grantee shall indemnify Grantor(s) from and against liability incurred by Grantor(s) as result of Grantee’s negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor(s) for that portion of any such liability attributable to the negligence of Grantor(s) or the negligence of others.
7. **Covenant Running with the Land.** This Easement shall be a covenant running with the land and shall forever bind Grantor(s), their heirs, successors, and assigns.

It is understood and agreed that delivery of the easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edmonds unless and until accepted and approved by the City Council of the City of Edmonds, as indicated by the City signature below.

Parcel # 11

GRANTEE: City of Edmonds

Phil Williams
Public Works Director

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the _____ of **City of Edmonds** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Residing at: _____

Packet Pg. 220

EXHIBIT A
PARCEL NO. 27032400400100
SIDEWALK EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID CORNER BEING AN ANGLE POINT IN THE SOUTH MARGIN OF MAIN STREET;

THENCE SOUTH 88° 41' 21" EAST ALONG SAID SOUTH MARGIN, 62.00 FEET;

THENCE SOUTH 00° 57' 13" WEST, 6.00 FEET TO A LINE THAT IS 36.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN STREET;

THENCE NORTH 88° 41' 21" WEST ALONG SAID PARALLEL LINE, 62.00 FEET TO SAID SOUTH MARGIN OF MAIN STREET;

THENCE NORTH 00° 57' 13" EAST ALONG SAID MARGIN, 6.00 FEET TO THE POINT OF BEGINNING.

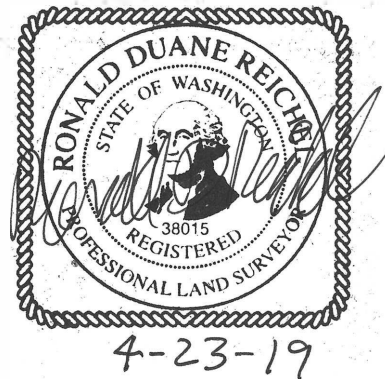
CONTAINING 372 SQUARE FEET, MORE OR LESS.

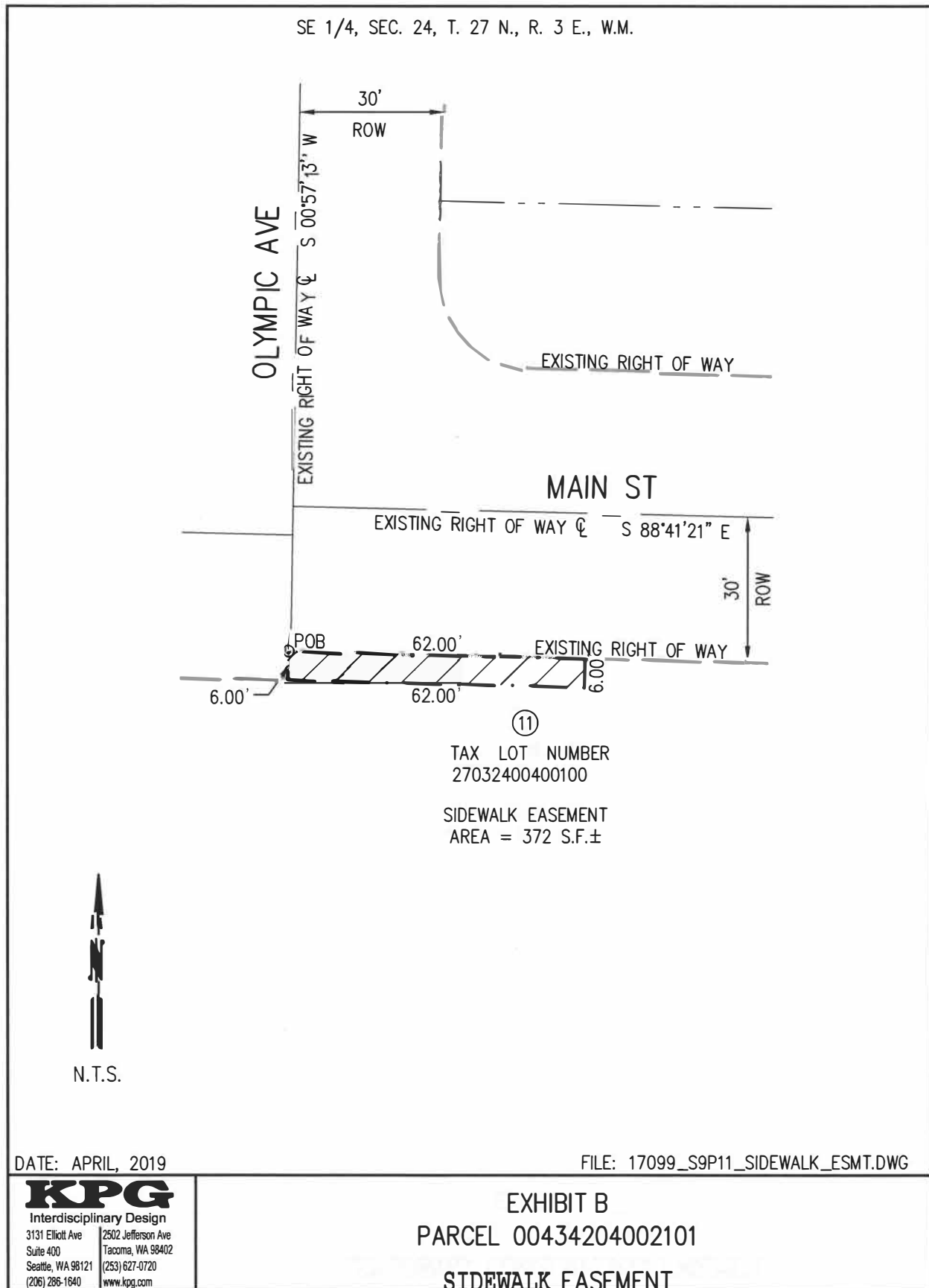
PARCEL "A":

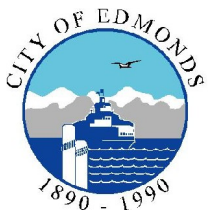
(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177544, DATED JANUARY 7, 2019)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
 EXCEPT ROADS;

AND EXCEPT THE WEST 330 FEET OF THE SOUTH 110 FEET OF SAID SUBDIVISION LYING NORTHEASTERLY OF CITY ROAD AS DEEDED BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 1043019.







CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PUBLIC WORKS DEPARTMENT

Engineering Division

Claimant(s)

City of Edmonds
c/o Shannon Burley
9537 Bowdoin Way
Edmonds, WA 98020
Tax Parcel No. : 270324-004-001-00

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the Sidewalk Easement dated _____, 2019.

Lands Conveyed Fee:	N/A	\$
Sidewalk Easement:	372 SF @ \$30/sf @25%	\$2,775.00
Improvements:	N/A	\$
		\$
		\$
Total (rounded)		\$2,800.00

I/we have agreed to the compensation listed above as the full and final payment for the loss of 372 SF of land in a Sidewalk Easement. The City of Edmonds will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I/we hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Edmonds, that the same or any part thereof has not been paid, and that I/we am/are authorized to sign for the claimant.

Property Owner: *City of Edmonds*

By: _____

Date: _____

Attachment: Attachment 6 - 9537 Bowdoin Way (Citywide Pedestrian Enhancements - Easements)

Right-of-Way Agent: Kristina Guzman

By:

Date:

The City of Edmonds agrees to the terms and conditions listed above.

By:

Date:

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale, indicate %

sold.

List percentage of ownership acquired next to each name.

1 SELLER GRANTOR	Name <u>City of Edmonds</u>	2 BUYER GRANTEE	Name <u>City of Edmonds</u>	
	Mailing Address <u>9537 Bowdoin Way</u>		Mailing Address <u>7110 210th St SW</u>	
	City/State/Zip <u>Edmonds, WA 98020</u>		City/State/Zip <u>Edmonds, WA 98026</u>	
	Phone No. (including area code) <u>(425) 771-0230</u>		Phone No. (including area code) <u>(425) 771-0235</u>	
3	Send all property tax correspondence to: <input type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)
	Name <u>#2 Segregation Required</u>		<input type="checkbox"/>	<u>5,231,800</u>
	Mailing Address _____		<input type="checkbox"/>	
	City/State/Zip _____		<input type="checkbox"/>	
	Phone No. (including area code) _____		<input type="checkbox"/>	

4 Street address of property: 9537 Bowdoin Way

This property is located in Edmonds

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached

<p>5 Select Land Use Code(s):</p> <p><u>76 - Parks</u></p> <p>enter any additional codes: _____</p> <p>(See back of last page for instructions)</p> <p>YES NO</p> <p>Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)? <input type="checkbox"/> <input type="checkbox"/></p> <p>6 YES NO</p> <p>Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> <input type="checkbox"/></p> <p>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW? <input type="checkbox"/> <input type="checkbox"/></p> <p>Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> <input type="checkbox"/></p> <p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)</p> <p>NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.</p> <p>_____ DEPUTY ASSESSOR</p> <p>_____ DATE</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)</p> <p>NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE</p> <p>_____ PRINT NAME</p>	<p>7 List all personal property (tangible and intangible) included in selling price.</p> <p>If claiming an exemption, list WAC number and reason for exemption:</p> <p>WAC No. (Section/Subsection) <u>458-61A-205</u></p> <p>Reason for exemption _____</p> <p>Governmental Transfer</p> <p>Type of Document <u>Sidewalk Easement</u></p> <p>Date of Document _____</p> <table> <tr> <td>Gross Selling Price \$</td> <td>2,800.00</td> </tr> <tr> <td>*Personal Property (deduct) \$</td> <td></td> </tr> <tr> <td>Exemption Claimed (deduct) \$</td> <td>2,800.00</td> </tr> <tr> <td>Taxable Selling Price \$</td> <td>0.00</td> </tr> <tr> <td>Excise Tax : State \$</td> <td>0.00</td> </tr> <tr> <td>0.0050 Local \$</td> <td>0.00</td> </tr> <tr> <td>*Delinquent Interest: State \$</td> <td></td> </tr> <tr> <td>Local \$</td> <td></td> </tr> <tr> <td>*Delinquent Penalty \$</td> <td></td> </tr> <tr> <td>Subtotal \$</td> <td>0.00</td> </tr> <tr> <td>*State Technology Fee \$</td> <td>5.00</td> </tr> <tr> <td>*Affidavit Processing Fee \$</td> <td>5.00</td> </tr> <tr> <td>Total Due \$</td> <td>10.00</td> </tr> </table> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX</p> <p>*SEE INSTRUCTIONS</p>	Gross Selling Price \$	2,800.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$	2,800.00	Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	0.0050 Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$	5.00	Total Due \$	10.00
Gross Selling Price \$	2,800.00																										
*Personal Property (deduct) \$																											
Exemption Claimed (deduct) \$	2,800.00																										
Taxable Selling Price \$	0.00																										
Excise Tax : State \$	0.00																										
0.0050 Local \$	0.00																										
*Delinquent Interest: State \$																											
Local \$																											
*Delinquent Penalty \$																											
Subtotal \$	0.00																										
*State Technology Fee \$	5.00																										
*Affidavit Processing Fee \$	5.00																										
Total Due \$	10.00																										

8 **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) _____	Name (print) _____
Date & city of signing: _____	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT A
PARCEL NO. 27032400400100
SIDEWALK EASEMENT

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID CORNER BEING AN ANGLE POINT IN THE SOUTH MARGIN OF MAIN STREET;

THENCE SOUTH 88° 41' 21" EAST ALONG SAID SOUTH MARGIN, 62.00 FEET;

THENCE SOUTH 00° 57' 13" WEST, 6.00 FEET TO A LINE THAT IS 36.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SAID MAIN STREET;

THENCE NORTH 88° 41' 21" WEST ALONG SAID PARALLEL LINE, 62.00 FEET TO SAID SOUTH MARGIN OF MAIN STREET;

THENCE NORTH 00° 57' 13" EAST ALONG SAID MARGIN, 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 372 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 3177544, DATED JANUARY 7, 2019)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
 EXCEPT ROADS;

AND EXCEPT THE WEST 330 FEET OF THE SOUTH 110 FEET OF SAID SUBDIVISION LYING NORTHEASTERLY OF CITY ROAD AS DEEDED BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 1043019.





CITYWIDE PEDESTRIAN CROSSING ENHANCEMENTS

RRFB => Rectangular Rapid Flashing Beacons

DOWNTOWN EDMONDS

196th St @ 84th Ave
HAWK SIGNAL

SR 524 @ 7th Ave
RRFB

DAYTON ST @ PRIVATE DRIVE
RRFB

MAIN ST @ OLYMPIC AVE
RRFB

DAYTON @ 2ND AVE
RRFB

76th Ave @ 206th St
RRFB

WALNUT @ PEDESTRIAN PATH
RRFB

106th Ave @ 229th St
RRFB

EDMONDS WAY @ 232nd St
TRAFFIC SIGNAL

Attachment: Project Map (Citywide Pedestrian Enhancements - Easements)

Packet Pg. 227

City Council Agenda Item

Meeting Date: 10/15/2019

Public Hearing on Street Vacation Code Update

Staff Lead: Jeanie McConnell

Department: Planning Division

Preparer: Kernan Lien

Background/History

The proposed amendments were introduced to the City Council through the Planning, Public Safety and Personnel committee on July 9, 2019. The proposed code amendments were introduced to the Planning Board on July 10, 2019 and a public hearing was held on August 14, 2019. The Planning Board forwarded a recommendation to City Council following the September 25, 2019 Planning Board meeting. The City Council was provided an introduction to the proposed street code amendments at the October 1, 2019 Council meeting.

Staff Recommendation

Provide staff guidance on the code options and direct staff to prepare ordinance for future consent agenda.

Narrative

Chapter 20.70 Edmonds Community Development Code (ECDC) Street Vacations establishes procedures and criteria that the city uses to make decisions regarding vacations of streets, alleys, and public easements. Amendments to the street vacation code include addressing the following:

- Move street vacation code into new Chapter 18.55 ECDC under Title 18 - Public Works Requirements
- Reorganization and clarification of various code sections to make the process and requirements more clear
- Revise the appraisal process and timing
- Revise applicability of monetary compensation
- Revise the timeframe to satisfy conditions established in a resolution of intent to vacate

Much of the code update is primarily related to reorganization and adding clarification to the process. Changes to the code were also proposed to align the City's street vacation code with state law regarding street vacations as contained in Chapter 35.79 RCW. The Planning Board's discussions largely focused on monetary compensation for the vacations, the appraisal process, and the ability of applicants to challenge conditions related to the vacation. In these discussions the Planning Board questioned whether the City could accept monetary compensation with the vacation of a street. Exhibit 4 is a memorandum that was prepared by the City Attorney to address these concerns.

Following the public hearing on August 14th, staff indicated options for some of the specific code

sections would be brought back for the Planning Board's consideration. Options for the Planning Board's consideration were presented on the September 25th Planning Board's meeting. The Planning Board's recommendations regarding these options are provided in the table in Exhibit 3 and highlighted in the draft code in Exhibits 1 and 2. As discussed at the Planning Board meetings, the decision regarding these options are largely monetary policy calls. Given that such decisions are the purview of the City Council, we have retained the staff recommendations and are presenting the staff recommended code along with the Planning Board's recommendations for the City Council's consideration.

For background information, staff reviewed street vacations approved by the City Council since 1998. A summary of these vacations is provided in Exhibit 5. Planning Board minute excerpts are provided in Exhibits 6 - 10.

Attachments:

- Exhibit 1: Chapter 20.70 ECDC-DRAFT-Track Changes
- Exhibit 2: Chapter 20.70 ECDC-Planning Board Recommendations
- Exhibit 3: OptionsTable with Planning Board Recommendation
- Exhibit 4: City Attorney memorandum regarding street vacation payments
- Exhibit 5: Past Street Vacations Summary
- Exhibit 6: July 10, 2019 Planning Board Minutes Excerpt (PB Intro)
- Exhibit 7: July 24, 2019 Planning Board Minutes Excerpt (Public Comment)
- Exhibit 8: August 14, 2019 Planning Board Minutes Excerpt (Public Hearing)
- Exhibit 9: September 11, 2019 Planning Board Minutes Excerpt (Public Comment)
- Exhibit 10: September 25, 2019 Planning Board Minutes Excerpt

Edmonds
Chapter ~~20.7018.5518.55~~ STREET VACATIONS OF
STREETS AND PUBLIC ACCESS EASEMENTS

Page 1/8

Chapter ~~20.7018.5518~~ XX55

STREET VACATIONS OF STREETS AND PUBLIC ACCESS EASEMENTS

Sections:

~~20.7018.55.000~~ - Purpose.

~~18.55.005~~ Definitions.

~~20.7018.55.010~~ A-Applicability and effect.

~~20.7018.55.05015~~ Initiation of proceedings and application.

~~20.7018.55.020~~ Criteria for vacation.

~~20.70.030~~ City easement rights for public utilities and services.

~~20.7018.55.040~~ Limitations on vacations.

~~20.70.XXX~~ Appraisals and appraisal fee.

~~20.7018.55.050~~ Initiation of proceedings.

~~20.7018.55.060~~ Application requirements.

~~20.7018.55.070~~ Date of Public hearing—Date fixing.

~~20.7018.55.080~~ Staff report preparation

~~20.7018.55.090~~ Public notification – Contents and distribution.

~~20.7018.55.100~~ Vacation file content and availability.

~~20.7018.55.110~~ Public hearing procedures—Required.

~~20.7018.55.120~~ Public hearing—Continuation.

~~20.7018.55.130~~ Public hearing—Presentation by planning manager.

~~18.55.030~~ City easement rights for public utilities and services.

~~18.55.XXX~~ Appraisals and appraisal fee.

~~20.7018.55.140~~ Resolution of intent and Ffinal decision.

20.7018.55.000 Purpose.

This chapter establishes the procedures and criteria that the city will use to decide upon vacations of streets, alleys, ~~and other types of public easements, or portions thereof relating to street, pedestrian or travel purposes.~~ [Ord. 2933 § 1, 1993].

18.55.005 Definitions.

For the purposes of this chapter, the following terms shall be understood in accord with the definitions, below:

A. “applicant” shall refer to the petitioning owner(s) of property abutting upon the subject property.

B. “subject property” means the street, alley, easement, or portion thereof sought to be vacated.

C. “abutting” means having a lineal boundary in common with a portion of the boundary of the subject property. A property that touches the subject property at a single point is not “abutting” under this definition.

D. “easement” means an easement for public right-of-way or similar easement for pedestrian and/or vehicular travel. Publicly owned easements that serve underground or overhead utilities but serve no travel function do not fall within the definition of “easement” for the purposes of this chapter.

E. “portion thereof” means a portion of any street, alley, or easement sought to be vacated.

F. “director” means the Public Works Director or their designee.

G. “necessary” or “necessity” means reasonable necessity in the foreseeable future. It does not mean absolute, or indispensable, or immediate need.

H. “travel” means vehicular or pedestrian travel by the public.

20.7018.55.010 Applicability and effect.

A. General. This chapter applies to each request for vacation of streets, alleys, ~~and public easements, or portions thereof relating to street, pedestrian or travel purposes.~~ This chapter shall not apply to vacation the release or termination of other types of public easements like utility easements. ~~As used in this chapter, the term “subject property” means the street, alley or public easement, or portions thereof sought to be vacated. Where the term “applicant” is used, if the city did not initiate the vacation, “applicant” shall refer to the petitioning owner(s) of~~

20190925 Planning Board DRAFT

Edmonds

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Chapter ~~20.70~~ 18.55 ~~18.55~~ STREET VACATIONS OF
STREETS AND PUBLIC ACCESS EASEMENTS

~~property abutting upon the street or alley, or part thereof, subject to the vacation request. [Ord. 3910 § 2, 2013; Ord. 2933 § 1, 1993].~~ by city council or by petition. Note: if the ~~street to be vacated~~ subject property is shown on the City's official street map (Chapter ~~19.80~~ 18.50 ECDC), ~~the an ordinance approved street vacation vacating the subject property also changes~~ shall be deemed to have amended the official street map to remove the ~~vacated streets~~ subject property (See Chapter 20.65 ECDC). ~~The director shall be authorized to update the official street map in accord with each approved street vacation. [Ord. 2933 § 1, 1993].~~

20.70 18.55 05015 Initiation of proceedings and application.

A. A vacation may be initiated by:

1. A. City council; or
2. B. Petition of the owners of more than two-thirds of property abutting the portion of the street or alley to be vacated or, in the case of an easement, owners of two-thirds of property underlying the portion of the easement to be vacated ~~subject property.~~

C. Hereafter within this chapter, where the term "applicant" is used, if the city did not initiate the vacation, "applicant" shall refer to the petitioning owner(s) of property abutting upon the street or alley, or part thereof, subject to the vacation request. [Ord. 3910 § 2, 2013; Ord. 2933 § 1, 1993].

B. Council resolution for vacation. The City Council may initiate, by resolution, vacation procedures. The resolution shall contain a legal description of the subject property. When a vacation is initiated by resolution, staff shall prepare an application that conforms to D, below, except that applications for such vacations shall be exempt from D.1, D.3, and D.4.

C. Petition for vacation brought by abutting property owners. The owners of an interest in any real estate abutting upon any street or alley, or underlying any public easement governed by this chapter, subject property, may petition the city council for vacation of the subject property. The petition shall must be signed by signed by the owners of more than two-thirds of the property abutting on the street or alleys subject property. The two-thirds ownership shall be calculated (based on front footagelinear frontage abutting the subject property); or underlying the public easement (based on square footage).

D. An applicant may apply for a vacation by submitting the following application for a street vacation initiated by Petition shall contain the following items:

1. A. A valid vacation petition with supporting affidavits on forms provided by the planning engineering division;
2. B. A legal description of the subject property street, alley, easement, or part thereof to be vacated. This legal description shall be prepared by a surveyor registered in the state of Washington;
3. A completed application and fee as established by ordinance resolution of the city council;
4. A signed agreement to pay the cost of an appraisal as provided for in Section 18.XX55.XXX;
5. C. Fifteen paper copies of a A site survey map showing the street, alley, easement or part thereof to be vacated subject property and showing all properties with subdivision, block, lots, and specifying open and unopened rights-of-way for a radius of 400 feet from any boundary of the street, alley, easement, or part thereof, to be vacated subject property. The site survey se site maps must be e at a scale of 1" = 50';

D. An 8-1/2-by-11-inch clear plastic transparency of the site map;

6. E. Address labels obtained from the Snohomish County comptroller's office containing the names and addresses of the owners of all property within 300 feet of any boundary of the street, alley, easement, or part thereof, to be vacated Adjacent Property Owners List following guidelines established by the Planning Division; Address labels for the owners of real property within 300 feet of the boundaries of the subject property. Addresses shall be obtained from the Snohomish County's real property tax records. The adjacent property owners list must be current to within six months of the date of initial application;
7. F. A copy of the Snohomish County assessor's map identifying the properties specified in subsection 6E of this section;
8. Identification of which of the abutting property owners (or predecessors-in-interest) originally dedicated the subject property; and

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9. Any additional information or material that the Public Works Director or his/her/their appointee/desinee determines is reasonably necessary for the city council to consider the requested vacation. [Ord. 2933 § 1, 1993].

G. Two copies of an appraisal prepared by a qualified land appraiser with an M.A.I. designation, establishing the fair market value of the street, alley, or part thereof to be vacated. An appraisal is not required if a utility easement only is proposed to be vacated;

H. A completed application and fee as established by ordinance;

- I. If the property was originally dedicated by one and only one of the abutting properties, the designation of the property from which the right of way was dedicated; and
J. Any additional information or material that the manager of the planning division or his/her appointee determines is reasonably necessary for the city council to consider the requested vacation. [Ord. 2933 § 1, 1993].

20.70.18.55.020 Criteria for vacation.

The city council may vacate the public's real property rights in a street, alley, or public easement relating to street, pedestrian or travel purposes subject property easement only if it finds that :

A. The vacation and the conditions imposed pursuant to a resolution of intent to vacate collectively is/are in the public interest. This decision is left to the legislative discretion of the city council.; and

B. The street, alley, or public easement is not currently necessary for travel or other street purposes, nor likely to be in the future and that if the public easement is primarily for pedestrian access, it is not likely to be useful for pedestrian access now or in the future; and;

No property will be denied direct access as a result of the vacation. [Ord. 2933 § 1, 1993].

20.70.030 —Right to reserve easementsCity easement rights for public utilities and services.

In vacating a street, alley, or public easement governed by this chapter, the city council may reserve for the city any easements or the right to exercise and grant any easements for the following purposes:

- eConstruction, repair and maintenance of public utilities and services. [Ord. 3910 § 1, 2013; Ord. 2933 § 1, 1993].
- Pedestrian walkway or trail purposes;
- Construction, repair and maintenance of a third party utility company or municipal corporation or special-purpose district who/that has a vested interest in the subject property; and
- Any other type of easement relating to the city's right to control, use and manage rights-of-way.

20.70.18.55.040 Limitations on vacations.

- A. Areas that May Not Be Vacated. The city may not vacate any street, alley, public easement relating to street, pedestrian or travel purposes, or part thereof subject property that abuts any body of water unless all elements of RCW 35.79.035 are complied with, and the vacated area will thereby become available for the city or other public entity to acquire and to use for a public purposes satisfied.
- B. Objection by Property Owner. The city shall not proceed with the a city council initiated vacation if the owners of 50 percent or more of the lineal footage of property abutting the street or alley or part thereof, or underlying the public easement or part thereof, to be vacated subject property file a written objection in the planning division with the city clerk prior to the time of the hearing. [Ord. 2933 § 1, 1993].

20.70.XXX Appraisals and appraisal fee

The Public Works director is authorized to obtain appraisals from qualified, independent appraisers as part of preparing staff reports on vacations. Payment to the City of an appraisal fee in the amount of five thousand dollars- (\$5000), which fee shall be used to obtain an appraisal, prepared by a city-selected appraiser establishing fair market

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~~value of the street, alley, public easement relating to street, pedestrian or travel purposes, or part thereof to be vacated, taking into account any reduction in fair market value associated with the reservation of any easements;~~

~~20.70~~18.55.050—**Initiation of proceedings.**

A vacation may be initiated by:

~~A. City council; or~~

~~B. Petition of the owners of more than two-thirds of property abutting the portion of the street or alley to be vacated or, in the case of an easement, two-thirds of property underlying the portion of the easement to be vacated;~~

~~C. Hereafter within this chapter, where the term “applicant” is used, if the city did not initiate the vacation, “applicant” shall refer to the petitioning owner(s) of property abutting upon the street or alley, or part thereof, subject to the vacation request. [Ord. 3910 § 2, 2013; Ord. 2933 § 1, 1993].~~

20.7018.55.060—**Application requirements.**

An applicant may apply for a vacation by submitting the following:

~~A. A vacation petition with supporting affidavits on forms provided by the planning division;~~

~~B. A legal description of the street, alley, easement, or part thereof to be vacated. This legal description shall be prepared by a surveyor registered in the state of Washington;~~

~~C. Fifteen paper copies of a site map showing the street, alley, easement or part thereof to be vacated and showing all properties with subdivision, block, lots, and specifying open and unopened rights-of-way for a radius of 400 feet from the street, alley, easement, or part thereof, to be vacated. These site maps must be at a scale of 1" = 50';~~

~~D. An 8-1/2 by 11-inch clear plastic transparency of the site map;~~

~~E. Address labels obtained from the Snohomish County comptroller's office containing the names and addresses of the owners of all property within 300 feet of any boundary of the street, alley, easement, or part thereof, to be vacated;~~

~~F. A copy of the Snohomish County assessor's map identifying the properties specified in subsection E of this section;~~

~~G. Two copies of an appraisal prepared by a qualified land appraiser with an M.A.I. designation, establishing the fair market value of the street, alley, or part thereof to be vacated. An appraisal is not required if a utility easement only is proposed to be vacated;~~

~~H. A completed application and fee as established by ordinance;~~

~~I. If the property was originally dedicated by one and only one of the abutting properties, the designation of the property from which the right-of-way was dedicated; and~~

~~J. Any additional information or material that the manager of the planning division or his/her appointee determines is reasonably necessary for the city council to consider the requested vacation. [Ord. 2933 § 1, 1993].~~

20.7018.55.070 **Date of Public hearing—Date fixing.**

Upon receiving a complete Subsequent to the completion of an application for vacation, or upon passage of a resolution initiation by the city council seeking vacation, the city council shall by resolution fix a time when the city council will hold a public hearing on the proposed vacation. The hearing will be not more than 60 days nor less than 20 days after the date of passage of the resolution scheduling the public hearing. [Ord. 2933 § 1, 1993].

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20.7018.55.080 Staff report preparation.

- A. Contents. The ~~planning manager~~Public Works Director or his/her designee shall consult with the City's planning manager on the proposal and prepare a staff report containing the following information:
1. All pertinent application materials submitted by the applicant;
 2. All comments regarding the vacation received in the ~~planning engineering~~ division prior to distribution of the staff report;
 3. An analysis of the requested vacation in relation to the provisions of this chapter and the applicable provisions of the comprehensive plan; and
 4. A recommendation on the vacation.
- B. Distribution. Prior to the hearing, the ~~planning manager~~Public Works Director ~~shall distribute this the staff~~ report to:
1. Each member of the city council; and
 2. Each applicant (if applicable). [Ord. 2933 § 1, 1993].

20.7018.55.090 Public notification – Contents and distribution.

- A. Content. The city clerk shall prepare a public notice containing the following information:
1. A statement that a request to vacate the ~~subject property street, alley, easement, or part thereof~~ will be considered by the city council;
 2. A location~~al~~ description in non-legal language along with a vicinity map that identifies the ~~street, alley, easement, or part thereof~~subject property ~~proposed to be vacated~~;
 3. A statement of the time and place of the public hearing before the city council;
 4. A statement ~~that the of the availability of the~~ vacation file is available for viewing at Edmonds City Hall;
 5. A statement of the right of any person to submit written comments to the city council prior to or at the public hearing and to appear before the city council at the hearing to give comments orally; and
 6. A description of any easement under consideration to be retained by the city. In the event an easement is desired, but was not included in the notice, the public hearing will be continued to allow time for notice of the easement to be provided.
- B. Distribution. At least 20 calendar days before the public hearing the ~~planning manager~~city clerk shall distribute the public notice as follows:
1. A copy will be sent to the owner of each piece of property within 300 feet of any boundary of the ~~street, alley, easement, or part thereof to be vacated~~subject property;
 2. A copy will be sent to ~~each the residents living immediately adjacent to of properties abutting the street, alley, public easement relating to street, pedestrian or travel purposes, or part thereof to be vacated~~subject property;
 3. A copy will be published in the official newspaper of the city, except no vicinity map shall be required;
 4. At least three copies will be posted in conspicuous public places in the city; and
 5. At least ~~three one~~ copy~~ies~~ will be posted on the ~~subject property street, alley, easement, or part thereof~~ to be vacated. [Ord. 3901 § 1, 2012; Ord. 2933 § 1, 1993].

20.7018.55.100 Vacation file content and availability.

- A. Content. The ~~planning manager~~Public wWorks dDirector shall compile a vacation file which contains all information pertinent to the proposed vacation.
- B. Availability. This file is a public record. It is available for inspection and copying in the ~~planning engineering~~ division during regular business hours. [Ord. 2933 § 1, 1993].

20.7018.55.110 Public hearing procedures—Required.

- A. Public Hearing. The city council shall hold a public hearing on each requested vacation. [Ord. 2933 § 1, 1993].
- B. Continuation of public hearing. The city council may continue the hearing if, for any reason, it is unable to hear all of the public comments on the proposed vacation, or if the city council determines that it needs more information on the proposed vacation. If during the hearing, the city council announces the time and place of the next to continue the hearing on the vacation, no further notice of the hearing need be given. [Ord. 2933 § 1, 1993].
- C. Presentation. At the outset of the hearing, the public works planning managerdirector or his/her designee shall make a brief presentation of:

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1. ~~An analysis of the requested vacation in relation to the provision of this chapter and the applicable provisions of the comprehensive plan; and~~
 2. ~~A recommendation on the requested vacation. [Ord. 2933 § 1, 1993].~~
- D. Public Participation. Any interested person may participate in the public hearing in either or both of the following ways:
1. ~~By submitting written comments to the city council either by delivering the comments to the engineering division prior to the hearing or by giving the comments directly to the city council at the hearing; and~~
 2. ~~By appearing in person, or through a representative, at the hearing and making oral comments directly to the city council. The city council may reasonably limit the extent of these oral comments to facilitate the orderly and timely conduct of the hearing.~~

~~20.70~~ 18.55 ~~120~~ Public hearing—Continuation.

~~The city council may continue the hearing if, for any reason, it is unable to hear all of the public comments on the vacation, or if the city council determines that it needs more information on the vacation. If during the hearing, the city council announces the time and place of the next hearing on the vacation, no further notice of the hearing need be given. [Ord. 2933 § 1, 1993].~~

~~20.70~~ 18.55 ~~130~~ Public hearing—Presentation by planning manager.

~~At the outset of the hearing, the planning manager or his/her designee shall make a brief presentation of:~~

~~A. An analysis of the requested vacation in relation to the provision of this chapter and the applicable provisions of the comprehensive plan; and~~

~~B. A recommendation on the requested vacation. [Ord. 2933 § 1, 1993].~~

~~18.55~~ 030 Right to reserve easements.

~~In vacating any subject property, the city council may reserve for the city any easements or the right to exercise and grant any easements for the following purposes:~~

- ~~A. Construction, repair and maintenance of public utilities and services. [Ord. 3910 § 1, 2013; Ord. 2933 § 1, 1993].~~
- ~~B. Pedestrian walkway or trail purposes; and/or~~
- ~~C. Construction, repair and maintenance of utilities by a third-party utility company, municipal corporation, or special purpose district that has a vested interest in the subject property.~~

~~18.55~~ XXX Appraisals and appraisal fee

- ~~A. -Applicability. Where the resolution of intent to vacate includes a compensation requirement, an independent appraisal shall be required.~~
- ~~B. Appraisal fee. If the City Council adopts a resolution of intent to vacate the subject property, the petitioner shall deposit sufficient funds to cover the City's estimated cost of a full appraisal of the subject property. In the event that the City's actual appraisal cost is less than the amount deposited, the vacation compensation paid by the petitioner to the City shall be reduced by the difference between the deposit and the actual cost, or, in the alternative, such difference shall be refunded. In the event that the City's actual appraisal cost is more than the amount deposited, the vacation compensation payable to the City by the petitioner shall be increased by the difference between the deposit and the actual appraisal cost. For street vacations initiated by City Council, the City shall be responsible for any associated appraisal fees.~~
- ~~CB. If the City Council adopts a resolution of intent to vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser.~~

Commented [MJ1]: See PB Options Table – Item 1

Commented [MJ2]: See PB Options Table – Item 3

Commented [MJ3]: See PB Options Table – Item 4

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~~taking into account any reduction in fair market value associated with the conditions imposed in the resolution of intent, including but not limited to a condition requiring the dedication of an alternative right-of-way.~~

Commented [MJ4]: See PB Options Table – Item 1

- ~~DC. —After the appraisal has been completed, the director shall notify the petitioner of the amount of compensation required, adjusting for any difference between estimated and actual appraisal costs. The payment shall be delivered by the property owner(s) to the City's Finance and Administrative Services Director.~~
- ~~E. Waiver. The requirement for an appraisal and subsequent monetary compensation will be waived if a street vacation initiated by City Council, by resolution, includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City.~~

20.7018.55.140 Resolution of Intent and Final decision.

- A. ~~Generally.~~ Following the public hearing, the city council ~~shall~~ may, by motion approved by a majority of the entire membership in a roll call vote ~~to~~ either:

~~1. Adopt an ordinance granting the vacation; or~~

~~— 2. Adopt a motion denying the vacation; or~~

~~3. Adopt a resolution of intent to vacate. If there are insufficient votes to adopt a resolution of intent, the street vacation will be deemed denied.~~

~~B. Resolution of intent to vacate. The city council may adopt a resolution of intent to vacate —stating that the city council will intends, by ordinance, to grant the vacation if the applicant owner(s) of property abutting upon the street or alley, or part thereof so vacated, meets specified conditions within 90 days, unless otherwise a different time period is specified within the resolution. The city may require the following as conditions of the resolution of intent to vacate:~~

~~1. Easement Conditions. The city council may condition approval of a street vacation upon satisfaction of any or all of the following easement-related conditions:~~

~~a. Either: Reservation of an easement as outlined in section ECDC 20.7018.55.030; and/or~~

~~a. Acceptance of a grant of substitute public right-of-way which has value as right-of-way at least equal to the subject property.~~

~~b. Covenants intended to protect critical areas or otherwise limit future development on the subject property.~~

~~2. i. Monetary compensation. The city council shall condition approval of a street vacation upon satisfaction of the following monetary conditions:~~

~~a. Payment of appraisal fees as outlined in section ECDC 18.55.XXX; and~~

~~b. Payment —to be paid to the city, prior to the final decision effective date of the ordinance, in —in the amount of up to one-half the fair market value for the subject property street, alley, or part thereof to be vacated unless the subject property was acquired at “public expense,” or has been part of a dedicated public right-of-way for 25 years or more, in which case then full appraised fair market value shall be paid; or~~

Commented [MJ5]: See PB Options Table – Item 1

Commented [MJ6]: See PB Options Table – Item 2

~~ii. The grant of a substitute public right-of-way which has value as an access way at least equal to the vacated street, alley, or part thereof; or~~

~~iii. Any combination of subsections (A)(3)(a)(i) and (A)(3)(a)(ii) of this section totaling but not more than one-half the fair market value of the street, alley, or part thereof to be vacated.~~

~~OR~~

~~b. A grant of an easement to the city in exchange for the easement vacated.~~

~~3. Any challenge to one or more conditions imposed pursuant to a resolution of intent to vacate must be brought in Snohomish County Superior Court no later than 30 days following the adoption of the resolution of intent. If such a challenge is successful, the city council shall determine whether to amend~~

Commented [MJ7]: See PB Options Table – Item 5

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the resolution of intent by adopting a different set of conditions or to deny the street vacation in its entirety.

- ~~C. Final decision.~~ If the abutting property owner(s) complies with conditions imposed in the resolution of intent to vacate within the timeframe specified within the resolution90 days, the city council shall adopt an ordinance granting the vacation, provided that the city council shall not be required to adopt the vacation ordinance if it finds, after reviewing the appraisal, that the monetary compensation to be paid to the city is not sufficient to compensate for the public's loss of the street, alley, public easement relating to street, pedestrian or travel purposes or part thereof that would be vacatedsubject property. The effective date clause of the ordinance shall be drafted to make the ordinance effective upon recording, and only if the ordinance contains proof of payment received, with the City receipt number indicated on the ordinance. If the city council ultimately determines that the amount of compensation is not adequate to complete the vacation, the City shall reimburse the applicants for the appraisal costs.
- ~~B. Findings Required.~~ As part of each ordinance granting a vacation, motion denying a vacation, or resolution of intent to vacate, the city council shall adopt findings and conclusions to support its decision.
- ~~D. C.~~ Distribution. Within five working days of the city council decision, the public works planning director manager shall mail a copy of the notice of decision to the applicant and all persons who submit a written or oral testimony at the city council's hearing. [Ord. 3910 § 3, 2013; Ord. 2933 § 1, 1993; Ord. 2493, 1985].

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Chapter 18.55**VACATIONS OF STREETS AND PUBLIC ACCESS EASEMENTS**

Sections:

- 18.55.000 Purpose.
- 18.55.005 Definitions.
- 18.55.010 Applicability and effect.
- 18.55.015 Initiation of proceedings and application.
- 18.55.020 Criteria for vacation.
- 18.55.040 Limitations on vacations.
- 18.55.070 Date of public hearing.
- 18.55.080 Staff report preparation
- 18.55.090 Public notification – Contents and distribution.
- 18.55.100 Vacation file content and availability.
- 18.55.110 Public hearing procedures
- 18.55.030 City easement rights for public utilities and services.
- 18.55.XXX Appraisals and appraisal fee.
- 18.55.140 Resolution of intent and final decision.

18.55.000 Purpose.

This chapter establishes the procedures and criteria that the city will use to decide upon vacations of streets, alleys, easements, or portions thereof. [Ord. 2933 § 1, 1993].

18.55.005 Definitions.

For the purposes of this chapter, the following terms shall be understood in accord with the definitions, below:

- A. “applicant” shall refer to the petitioning owner(s) of property abutting upon the subject property.
- B. “subject property” means the street, alley, easement, or portion thereof sought to be vacated.
- C. “abutting” means having a lineal boundary in common with a portion of the boundary of the subject property. A property that touches the subject property at a single point is not “abutting” under this definition.
- D. “easement” means an easement for public right-of-way or similar easement for pedestrian and/or vehicular travel. Publicly owned easements that serve underground or overhead utilities but serve no travel function do not fall within the definition of “easement” for the purposes of this chapter.
- E. “portion thereof” means a portion of any street, alley, or easement sought to be vacated.
- F. “director” means the Public Works Director or their designee.
- G. “necessary” or “necessity” means reasonable necessity in the foreseeable future. It does not mean absolute, or indispensable, or immediate need.
- H. “travel” means vehicular or pedestrian travel by the public.

18.55.010 Applicability and effect.

- A. General. This chapter applies to each request for vacation of streets, alleys, easements, or portions thereof. This chapter shall not apply to the release or termination of other types of public easements like utility easements. [Ord. 3910 § 2, 2013; Ord. 2933 § 1, 1993]. Note: if the subject property is shown on the City’s official street map (Chapter 18.50 ECDC), an ordinance vacating the subject property shall be deemed to have amended the official street map to remove the subject property (See Chapter 20.65 ECDC). The director shall be authorized to update the official street map in accord with each approved street vacation. [Ord. 2933 § 1, 1993].

18.55.015 Initiation of proceedings and application

- A. A vacation may be initiated by:
 - 1. City council; or
 - 2. Petition of the owners of two-thirds of property abutting the subject property.

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- B. Council resolution for vacation. The City Council may initiate, by resolution, vacation procedures. When a vacation is initiated by resolution, staff shall prepare an application that conforms to D, below, except that applications for such vacations shall be exempt from D.1, D.3, and D.4.
- C. Petition for vacation brought by abutting property owners. The owners of an interest in any real estate abutting upon any subject property, may petition the city council for vacation of the subject property. The petition must be signed by the owners of two-thirds of the property abutting on the subject property. The two-thirds ownership shall be calculated based on linear frontage abutting the subject property.
- D. An application for a street vacation initiated by Petition shall contain the following items:
 - 1. A valid vacation petition on forms provided by the engineering division;
 - 2. A legal description of the subject property. This legal description shall be prepared by a surveyor registered in the state of Washington;
 - 3. A completed application and fee as established by resolution of the city council;
 - 4. A signed agreement to pay the cost of an appraisal as provided for in Section 18.55.XXX;
 - 5. A site survey showing the subject property and all properties with subdivision, block, lots, and specifying open and unopened rights-of-way for a radius of 400 feet from any boundary of the subject property. The site survey must be to scale;
 - 6. Address labels for the owners of real property within 300 feet of the boundaries of the subject property. Addresses shall be obtained from the Snohomish County's real property tax records. The adjacent property owners list must be current to within six months of the date of initial application;
 - 7. A copy of the Snohomish County assessor's map identifying the properties specified in subsection 6 of this section;
 - 8. Identification of which of the abutting property owners (or predecessors-in-interest) originally dedicated the subject property; and
 - 9. Any additional information or material that the Public Works Director or their designee determines is reasonably necessary for the city council to consider the requested vacation. [Ord. 2933 § 1, 1993].

18.55.020 Criteria for vacation.

The city council may vacate the public's real property rights in a subject property only if it finds that the vacation and the conditions imposed pursuant to a resolution of intent to vacate collectively are in the public interest. This decision is left to the legislative discretion of the city council. [Ord. 2933 § 1, 1993].

18.55.040 Limitations on vacations.

- A. Areas that May Not Be Vacated. The city may not vacate any subject property that abuts any body of water unless all elements of RCW 35.79.035 are satisfied.
- B. Objection by Property Owner. The city shall not proceed with a city council initiated vacation if the owners of 50 percent or more of the lineal footage of property abutting the subject property file a written objection with the city clerk prior to the time of the hearing. [Ord. 2933 § 1, 1993].

18.55.070 Date of public hearing.

Upon receiving a complete application for vacation, or upon passage of a resolution by the city council seeking vacation, the city council shall by resolution fix a time when the city council will hold a public hearing on the proposed vacation. The hearing will be not more than 60 days nor less than 20 days after the date of passage of the resolution scheduling the public hearing. [Ord. 2933 § 1, 1993].

18.55.080 Staff report.

- A. Contents. The Public Works Director or his/her designee shall consult with the City's planning manager on the proposal and prepare a staff report containing the following information:
 - 1. All pertinent application materials submitted by the applicant;
 - 2. All comments regarding the vacation received in the engineering division prior to distribution of the staff report;
 - 3. An analysis of the requested vacation in relation to the provisions of this chapter and the applicable provisions of the comprehensive plan; and
 - 4. A recommendation on the vacation.

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- B. Distribution. Prior to the hearing, the Public Works Director shall distribute the staff report to:
1. Each member of the city council; and
 2. Each applicant (if applicable). [Ord. 2933 § 1, 1993].

18.55.090 Public notification – Contents and distribution.

- A. Content. The city clerk shall prepare a public notice containing the following information:
1. A statement that a request to vacate the subject property will be considered by the city council;
 2. A location description in non-legal language along with a vicinity map that identifies the subject property;
 3. A statement of the time and place of the public hearing before the city council;
 4. A statement that the vacation file is available for viewing at Edmonds City Hall;
 5. A statement of the right of any person to submit written comments to the city council prior to or at the public hearing and to appear before the city council at the hearing to give comments orally; and
 6. A description of any easement under consideration to be retained by the city. In the event an easement is desired, but was not included in the notice, the public hearing will be continued to allow time for notice of the easement to be provided.
- B. Distribution. At least 20 calendar days before the public hearing the city clerk shall distribute the public notice as follows:
1. A copy will be sent to the owner of each piece of property within 300 feet of any boundary of the subject property;
 2. A copy will be sent to the residents of properties abutting the subject property;
 3. A copy will be published in the official newspaper of the city, except no vicinity map shall be required;
 4. At least three copies will be posted in conspicuous public places in the city; and
 5. At least one copy will be posted on the subject property to be vacated. [Ord. 3901 § 1, 2012; Ord. 2933 § 1, 1993].

18.55.100 Vacation file content and availability.

- A. Content. The public works director shall compile a vacation file which contains all information pertinent to the proposed vacation.
- B. Availability. This file is a public record. It is available for inspection and copying in the engineering division during regular business hours. [Ord. 2933 § 1, 1993].

18.55.110 Public hearing procedures.

- A. Public Hearing. The city council shall hold a public hearing on each requested vacation. [Ord. 2933 § 1, 1993].
- B. Continuation of public hearing. The city council may continue the hearing if, for any reason, it is unable to hear all of the public comments on the proposed vacation, or if the city council determines that it needs more information on the proposed vacation. If during the hearing, the city council announces the time and place to continue the hearing on the vacation, no further notice of the hearing need be given. [Ord. 2933 § 1, 1993].
- C. Presentation. At the outset of the hearing, the public works director or his/her designee shall make a brief presentation of:
1. An analysis of the requested vacation in relation to the provision of this chapter and the applicable provisions of the comprehensive plan; and
 2. A recommendation on the requested vacation. [Ord. 2933 § 1, 1993].
- D. Public Participation. Any interested person may participate in the public hearing in either or both of the following ways:
1. By submitting written comments to the city council by delivering the comments to the engineering division prior to the hearing or by giving the comments directly to the city council at the hearing; and
 2. By appearing in person, or through a representative, at the hearing and making oral comments directly to the city council. The city council may reasonably limit the extent of these oral comments to facilitate the orderly and timely conduct of the hearing.

18.55.030 Right to reserve easements.

In vacating any subject property, the city council may reserve for the city any easements or the right to exercise and grant any easements for the following purposes:

- A. Construction, repair and maintenance of public utilities and services. [Ord. 3910 § 1, 2013; Ord. 2933 § 1, 1993].
- B. Pedestrian walkway or trail purposes; and/or

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Edmonds

DRAFT CODE INCLUDING PLANNING BOARD RECOMMENDATION

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Chapter 18.55 VACATIONS OF STREETS AND
PUBLIC ACCESS EASEMENTS

- C. Construction, repair and maintenance of utilities by a third-party utility company, municipal corporation, or special purpose district that has a vested interest in the subject property.

18.55.XXX Appraisals and appraisal fee

- A. Applicability. Where the resolution of intent to vacate includes a compensation requirement, an independent appraisal shall be required.
- B. Appraisal fee. If the City Council adopts a resolution of intent to vacate the subject property, the petitioner shall deposit sufficient funds to cover the City's estimated cost of a full appraisal of the subject property. In the event that the City's actual appraisal cost is less than the amount deposited, the vacation compensation paid by the petitioner to the City shall be reduced by the difference between the deposit and the actual cost, or, in the alternative, such difference shall be refunded. In the event that the City's actual appraisal cost is more than the amount deposited, the vacation compensation payable to the City by the petitioner shall be increased by the difference between the deposit and the actual appraisal cost. For street vacations initiated by City Council, the City shall be responsible for any associated appraisal fees.
- C. If the City Council adopts a resolution of intent to vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser, taking into account any reduction in fair market value associated with the conditions imposed in the resolution of intent, including but not limited to a condition requiring the dedication of an alternative right-of-way.
- C. If the City Council adopts a resolution of intent to vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser, taking into account any reduction in fair market value associated with the conditions imposed in the resolution of intent, including but not limited to a condition requiring the dedication of an alternative right-of-way. The appraiser will be selected by the applicant from a City approved list that will contain no fewer than six appraisers.
- D. After the appraisal has been completed, the director shall notify the petitioner of the amount of compensation required, adjusting for any difference between estimated and actual appraisal costs. The payment shall be delivered by the property owner(s) to the City's Finance and Administrative Services Director.
- E. Waiver. The requirement for an appraisal and subsequent monetary compensation will be waived if a street vacation initiated by City Council, by resolution, includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City.
- E. Waiver. A waiver from the requirement to obtain an appraisal and provide monetary compensation will be granted if one of the following apply:
- The resolution for a City Council initiated street vacation includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City;
 - The resolution conditions the street vacation upon the reservation and/or granting of a public easement or substitute public right-of-way to the City of Edmonds [or a third party].

Code Language Options:

Item No. 4: Blue = Staff Recommendation

Code Language Options:

Item No. 4: Red = Planning Board Recommendation

Code Language Options:

Item No. 3: Blue = Staff Recommendation

Code Language Options:

Item No. 3: Red = Planning Board Recommendation
This language shall be used only if the Planning Board Recommended language is used with Item No. 1

18.55.140 Resolution of Intent and Final decision.

- A. General. Following the public hearing, the city council may, by motion approved by a majority of the entire membership in a roll call vote to adopt a resolution of intent to vacate. If there are insufficient votes to adopt a resolution of intent, the street vacation will be deemed denied.
- B. Resolution of intent to vacate. The city council may adopt a resolution of intent to vacate stating the city council intends, by ordinance, to grant the vacation if the applicant meets specified conditions within 90 days, unless a different time period is specified within the resolution. The city may require the following as conditions of the resolution of intent to vacate:
- Conditions. The city council may condition approval of a street vacation upon satisfaction of any or all of the following related conditions:
 - Reservation of an easement as outlined in section ECDC 18.55.030; and/or Acceptance of a grant of substitute public right-of-way.
 - Covenants intended to protect critical areas or otherwise limit future development on the subject property.

20190927 DRAFT code with Planning Board Recommendations

2. Monetary compensation. The city council shall condition approval of a street vacation upon satisfaction of the following monetary conditions:

a. Payment of appraisal fees as outlined in section ECDC 18.55.XXX; and

b. Payment to the city, prior to the effective date of the ordinance, in an amount of up to one-half the fair market value for the subject property unless the subject property was acquired at "public expense" or has been part of a dedicated public right-of-way for 25 years or more, in which case full fair market value shall be paid.

Monetary compensation. The city council shall condition approval of a street vacation upon satisfaction of the following monetary conditions, unless an easement has been reserved and/or a substitute public right-of-way has been granted to the City of Edmonds [or a third party].

a. Payment of appraisal fees as outlined in section ECDC 18.55.XXX; and

b. Payment to the city, prior to the effective date of the ordinance, in an amount of up to one-half the fair market value for the subject property unless the subject property was acquired at "public expense" or has been part of a dedicated public right-of-way for 25 years or more, in which case full fair market value shall be paid.

3. Any challenge to one or more conditions imposed pursuant to a resolution of intent to vacate must be brought in Snohomish County Superior Court no later than 30 days following the adoption of the resolution of intent. If such a challenge is successful, the city council shall determine whether to amend the resolution of intent by adopting a different set of conditions or to deny the street vacation in its entirety.

Any challenge to one or more conditions imposed pursuant to a resolution of intent to vacate must be brought in Snohomish County Superior Court no later than 30 60 days following the adoption of the resolution of intent. If the City is served with such process before the City Council takes action on the street vacation ordinance, then any street vacation ordinance adopted prior to the condition being deemed valid shall be null and void. If the City has not been served with such process by the date the City Council adopts the street vacation ordinance, then the right to challenge the condition shall be deemed waived even if time remains in the appeal period, PROVIDED THAT any ordinance adopted prior to the running of the appeal period must be preceded by the City's receipt of the written consent of the petitioner(s). If such a challenge is successful, the city council shall determine whether to amend the resolution of intent by adopting a different set of conditions or to deny the street vacation in its entirety.

- C. Final decision. If the abutting property owner(s) complies with conditions imposed in the resolution of intent to vacate within the timeframe specified within the resolution, the city council shall adopt an ordinance granting the vacation, provided that the city council shall not be required to adopt the vacation ordinance if it finds, after reviewing the appraisal, that the monetary compensation to be paid to the city is not sufficient to compensate for the public's loss of the subject property. The effective date clause of the ordinance shall be drafted to make the ordinance effective upon recording, and only if the ordinance contains proof of payment received, with the City receipt number indicated on the ordinance. If the city council ultimately determines that the amount of compensation is not adequate to complete the vacation, the City shall reimburse the applicants for the appraisal costs.
- D. Distribution. Within five working days of the city council decision, the public works director shall mail a copy of the notice of decision to the applicant and all persons who submit a written or oral testimony at the city council's hearing. [Ord. 3910 § 3, 2013; Ord. 2933 § 1, 1993; Ord. 2493, 1985].

Code Language Options:

Item No. 1: Red = Planning Board Recommendation

Code Language Options:

Item No. 2: Blue = Staff Recommendation

Code Language Options:

Item No. 1: Red = Planning Board Recommendation

Code Language Options:

Item No. 2: Red = Planning Board Recommendation

Code Language Options:

Item No. 5: Blue = Staff Recommendation

Code Language Options:

Item No. 5: Red = Planning Board Recommendation

Street Vacation Code Update – Chapter 20.70 ECDC --> NEW Chapter 18.55 ECDC

The Planning Board was looking for options to review with certain aspects of the code update. The following table outlines the code sections and includes the Planning Board Recommendation. Refer to separate draft code document to see the proposed code in its entirety, including the Planning Board recommendation.

Item No.	Existing Code Language	Summary of Issue	Staff Recommendation	Planning Board Recommendation
Monetary Compensation				
1	<p>ECDC 20.70.140.A.3</p> <p><i>3. Adopt a resolution of intent to vacate stating that the city council will, by ordinance, grant the vacation if the owner(s) of property abutting upon the street or alley, or part thereof so vacated, meet specific conditions within 90 days.</i></p> <p>The city may require the following as conditions:</p> <p><i>a. Either:</i></p> <p><i>i. Monetary compensation ...</i></p> <p>OR</p> <p><i>b. A grant of an easement to the city in exchange for the easement vacated.</i></p>	<p>RCW 35.79.030 allows the City to receive compensation for the street vacation AND retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.</p> <p>The way the existing code reads, the City may EITHER receive monetary compensation OR be granted an easement.</p> <p>Staff is proposing to amend the code consistent with the state statute to allow both monetary compensation and the reservation or granting of easements.</p> <p>A review of other jurisdictions has found that the City of Edmonds is the only jurisdiction (of those reviewed) who have the EITHER/OR language with regard to monetary compensation and the reservation of easements.</p>	<p>ECDC 18.55.030</p> <p>Right to reserve easements for the following purposes:</p> <p>A. Public utilities;</p> <p>B. Pedestrian walkway or trail; and/or</p> <p>C. Third-party utility companies</p> <p>AND</p> <p>ECDC 18.55.140.B</p> <p>2. Monetary compensation.</p> <p>Added consideration:</p> <p>ECDC 18.55.XXX</p> <p>C. ... appraisal shall take into account any reduction in fair market value associated with the conditions imposed in the resolution of intent</p>	<p>Consistent with existing code, limit conditions to</p> <p><i>Either:</i></p> <p><i>Monetary compensation ...</i></p> <p>OR</p> <p><i>A grant of an easement to the city in exchange for the easement vacated.</i></p>

Street Vacation Code Update – Chapter 20.70 ECDC --> NEW Chapter 18.55 ECDC

Item No.	Existing Code Language	Summary of Issue	Staff Recommendation	Planning Board Recommendation
Monetary Compensation				
2	ECDC 20.70.140.A.3.a <i>i. Monetary compensation to be paid to the city in the amount of up to one-half the fair market value for the street, alley, or part thereof to be vacated unless acquired at "public Expense" then full appraised value shall be paid</i>	<p>The proposed code language is consistent with RCW 35.79.030.</p>	ECDC 18.55.140.B.2 b. Payment to the city, prior to the effective date of the ordinance, in an amount of up to one-half the fair market value for the subject property unless the subject property was acquired at "public expense" or has been part of a dedicated public right-of-way for 25 years or more, in which case full fair market value shall be paid.	b. Payment to the city, prior to the effective date of the ordinance, in an amount of up to one-half the fair market value for the subject property unless the subject property was acquired at "public expense" or has been part of a dedicated public right-of-way for 25 years or more , in which case full fair market value shall be paid.
Appraisals – Applicability and Waiver				
3	ECDC 20.70.060.G <i>G. Two copies of an appraisal prepared by a qualified land appraiser with an M.A.I. designation, establishing the fair market value of the street, alley, or part thereof to be vacated. An appraisal is not required if a utility easement only is proposed to be vacated;</i>	<p>The staff recommended draft code was updated as shown here, based on discussions with the Planning Board.</p> <p>Additional language will be needed as provided in PB Option 1, should the board decide to limit the vacation conditions to either monetary compensation OR reservation of an easement.</p>	ECDC 18.55.XXX A. Applicability. Where the resolution of intent to vacate includes a compensation requirement, an independent appraisal shall be required. B. Appraisal Fee. (additional language added to this section): For street vacations initiated by City Council, the City shall be responsible for any associated appraisal fees. C. No change proposed D. No change proposed E. Waiver. The requirement for an appraisal and subsequent monetary compensation will be waived if a street vacation initiated by City Council, by resolution, includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City.	<p>If the Planning Board determines the granting of an easement and/or substitute right-of-way negates the ability to collect monetary compensation and therefore the appraisal becomes unnecessary, then the following language should be included under the Waiver section of 18.55.XXX:</p> <p>E. Waiver. A waiver from the requirement to obtain an appraisal and provide monetary compensation will be granted if one of the following apply:</p> <p>a. The resolution for a City Council initiated street vacation includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City;</p> <p>b. The resolution conditions the street vacation upon the reservation and/or granting of a public easement or substitute public right-of-way to the City of Edmonds [or a third party].</p>

Street Vacation Code Update – Chapter 20.70 ECDC --> NEW Chapter 18.55 ECDC

	Existing Code Language	Summary of Issue	Staff Recommendation	Planning Board Recommendation
	Appraisals – Selection			
4	ECDC 20.70.060.G <i>G. Two copies of an appraisal prepared by a qualified land appraiser with an M.A.I. designation, establishing the fair market value of the street, alley, or part thereof to be vacated. An appraisal is not required if a utility easement only is proposed to be vacated;</i>	<p>Some board members were looking for alternative options to the City selecting a qualified appraisal. PB Option 1 provides the applicant to select an appraiser from a City approved list.</p> <p>Four of the six surrounding jurisdictions that were compared allow for appraisals selected by the city and at the applicant's expense.</p>	ECDC 18.55.XXX C. If the City Council adopts a resolution of intent to vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser, taking into account any reduction in fair market value associated with the conditions imposed in the resolution of intent, including but not limited to a condition requiring the dedication of an alternative right-of-way.	C. If the City Council adopts a resolution of intent to vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser , taking into account any reduction in fair market value associated with the conditions imposed in the resolution of intent, including but not limited to a condition requiring the dedication of an alternative right-of-way. The appraiser will be selected by the applicant from a City approved list that will contain no fewer than six appraisers.
	Condition Challenges			
5	There currently is no code language that details how an applicant may appeal a condition imposed by the City Council in the resolution of intent to vacate.	<p>There is no requirement is state code, nor have other jurisdictions explicitly detailed an appeal process for a jurisdiction's decision on street vacation conditions.</p> <p>The language regarding challenges to conditions imposed in the resolution of intent to vacate will provide applicant clarity on an appeal process where none is provided in state code. This will also provide certainty to the City of Edmonds that the ordinance passed by the City Council will not be challenged and the vacation is completed once the ordinance becomes effective.</p> <p>The staff recommended language provides a 30-day appeal period, which is longer than usual 21-day appeal for land use decisions (RCW 36.70C.040).</p>	ECDC 18.55.140.B 3. Any challenge to one or more conditions imposed pursuant to a resolution of intent to vacate must be filed in Snohomish County Superior Court and served upon the City no later than 30 days following the adoption of the resolution of intent. <i>[insert additional code language appeal period is revised to 60 days]</i> If such a challenge is successful, the city council shall determine whether to amend the resolution of intent by adopting a different set of conditions or to deny the street vacation in its entirety.	<p>60 day appeal period</p> <p>In revising the appeal period to 60 days, the following language shall be inserted in the code:</p> <p><i>If the City is served with such process before the City Council takes action on the street vacation ordinance, then any street vacation ordinance adopted prior to the condition being deemed valid shall be null and void. If the City has not been served with such process by the date the City Council adopts the street vacation ordinance, then the right to challenge the condition shall be deemed waived even if time remains in the appeal period, PROVIDED THAT any ordinance adopted prior to the running of the appeal period must be preceded by the City's receipt of the written consent of the petitioner(s).</i></p>



Date: August 9, 2019
 To: Planning Board Members
 From: Jeff Taraday
 Re: Requiring Street Vacation Petitioners to Pay Compensation

The following memo is provided to respond to questions and concerns as to whether it is appropriate to condition a street vacation upon the payment of compensation to the City. I have placed in quotation marks what I understand to have been the gist of the Planning Board's questions. Then I have tried to answer those questions.

“Can the City require abutting owners to pay the City money as a condition of a street vacation?”

Yes.

The legal authority to require such a payment is found in RCW 35.79.030, which provides, in relevant part, as follows:

If the legislative authority determines to grant the petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and **the ordinance may provide** that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, **shall compensate such city or town** in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town **may require** the owners of the property abutting the street or alley to **compensate the city or town** in an amount that does not exceed the full appraised value of the area vacated.

RCW 35.79.030 (emphasis added). This statute provides clear authority for the City to require compensation. But the City is not *required* to require





compensation, which brings us to the next question.

“Should the City require abutting owners to pay the City money as a condition of a street vacation?”

This is a **policy question** to be decided ultimately by the City Council. The Planning Board can make a recommendation to the City Council on this policy question. The City Attorney’s recommendation is that the City should require abutting owners to pay for street vacations for various reasons including the following:

1. In most cases, the fair market value of the abutting owner’s property would increase as a result of the street vacation;
2. If no payment is required, abutting owners would receive a windfall relative to other property owners who do not abut a street being vacated;
3. Streets are for the benefit of the general public, and payment to the City for a street vacation would also benefit the general public;
4. If the City does not receive money for a street vacation, in many cases, it would be difficult to articulate the public benefit that would justify the street vacation.

“Doesn’t the street already belong to the Petitioner? If so, why should they have to pay to have the street vacated?”

The general rule is that the abutting landowner will be held to own the fee in the public way in front of his or her property to the center of it, subject to the public easement. § 30:35. Ownership of streets, 10A McQuillin Mun. Corp. § 30:35 (3d ed.). But the title to streets and public ways, whether in the people or a municipality, or in fee or in easement, is held in trust for the public use, both for the purpose of public travel and as a means of access to and egress from abutting property. § 30:37. Title of municipality is that of trustee, 10A McQuillin Mun. Corp. § 30:37 (3d ed.). Thus, the public highways and streets are acquired and held in trust for the use of all the people. For ordinary and general transportation and traffic they are free and common to all citizens. Thus, much is conclusively implied in their acquisition and maintenance, regardless of the estate or title by which they are held. Streets primarily are for the use of the people as a whole, and cannot be diverted for merely local, or private use, or the rights of the public in them unreasonably curtailed or abridged. § 30:39. Paramount state powers, 10A McQuillin Mun. Corp. § 30:39 (3d ed.).

The right to possession, use and control of the street by the municipal corporation is regarded as a legal, and not a mere equitable right, even where the adjoining proprietor retains the fee. But whatever rights or title the city or town may have over its streets, its powers are those of a trustee for the benefit of the public to be





liberally construed for its benefit, strictly construed to its detriment. Whatever the nature of the title of the municipality in streets and alleys, whether a fee simple or only a qualified or conditional fee or a perpetual easement, it is such as to enable the public authorities to devote them to public purposes. The power to maintain and regulate the use of the streets is a trust for the benefit of the general public, of which the city cannot divest itself, nor can it so exercise its power over the streets as to defeat or seriously interfere with the enjoyment of the streets by the public. In other words, as noticed above, in supervising the uses of its streets, a municipal corporation is engaged in a function essentially public and governmental. § 30:41. Municipal powers, 10A McQuillin Mun. Corp. § 30:41 (3d ed.). Hence, whenever a street is vacated, the public loses something of value. Even if that value does not manifest itself in present day use by the public, the rights of the public to use that street in the future are being withdrawn from the public trust. In our opinion, the loss to the public and the gain in the value of the abutting owner's property, can only be justified by a payment of fair market value to the City. This opinion is consistent with the statute which requires that "[o]ne-half of the revenue received by the city or town as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city or town." RCW 35.79.030.



Year	Ordinance No.	Street/Alley	Initiator	Easements Reserved?	Compensation	Comments
1998	3188	237th Place SW	City of Edmonds	Utility (to the City and its lawful franchisees)	\$0	The City Council found that public benefit will be derived from the vacation to better utilize the easement for drainage easements and future utility use and determined that the public purposes outweigh the need for requiring compensation.
1998	3189	15th Street SW & 100th Avenue S	City of Edmonds		\$0	The vacated right-of-way was adjacent to the Edmonds Cemetery and was vacated in part to support the construction of the columbarium at the cemetery.
1998	3197	Lunds Gulch Rd	City of Edmonds		\$0	The street vacation for ordinances 3197 - 3208 were initiated by the City of Edmonds. All of the vacated right-of-way were located in the Meadowdale area and most contained slopes in excess of 40%. No compensation was required for any of the vacations because the Council found that, "Due to the public benefits to be derived, the abutting property owners are not required to compensate the City for the vacation of the right-of-way." The public benefit noted in the ordinance included, "...returning the property to the tax roll and relieving the City of the obligation to maintain a right-of-way easement which has no reasonable likelihood of development as a public street thereby creating a public interest which outweighs the necessity to require compensation for the vacation to the City."
1998	3198	Unnamed	City of Edmonds		\$0	
1998	3199	72nd Ave W	City of Edmonds		\$0	
1998	3200	72nd Ave W	City of Edmonds	Pedestrian/Utility	\$0	
1998	3201	73rd Ave W	City of Edmonds		\$0	
1998	3202	74th Place W	City of Edmonds	Utility	\$0	
1998	3203	75th Ave W	City of Edmonds		\$0	
1998	3204	156th Street SW	City of Edmonds		\$0	
1998	3205	156th Street SW	City of Edmonds		\$0	
1998	3206	158th Street SW	City of Edmonds		\$0	
1998	3207	164th Street SW	City of Edmonds	Utility	\$0	
1998	3208	172nd Street	City of Edmonds	Utility	\$0	
1999	3255	180th Street SW	Citizen		\$3,562	Vacation would have allowed one additional building lot whose value could range from \$30,000 to \$65,000. The abutting property owners agreed to waive subdivision rights created by the vacation right-of-way via a covenant recorded with the vacation ordinance.
1999	3260	218th Place SW	Citizen		\$5,300	Appraised value of \$10,600. Originally dedicated for hammerhead turn-around and the street is now a through street.
2003	3463	7th Avenue S	Citizen/City of Edmonds	Pedestrian/Utility	\$5,454	Clean up of a vacation request and subdivision from 1987. Council considered three compensation options, (1) using the current (2003) land valuation for a total of \$31,050, (2) use of 1993 assessed valuation (<i>when the then current property owner purchased the property</i>) for a total of \$18,468, or (3) use the original 1987 calculation for a total of \$5,454. Since it appeared to be a City oversight that the vacation did not occur in 1987, the City Council chose the 1987 valuation.

Year	Ordinance No.	Street/Alley	Initiator	Easements Reserved?	Compensation	Comments
2003	3470	Bowdoin Way	City of Edmonds		\$0	Vacated 3 feet of Bowdoin Way adjacent to 8505 Bowdoin Way. The City of Edmonds had sold 8505 Bowdoin Way as surplus property (former site of Five Corners Fire Station). As part of the sale, the City of Edmonds indicated it would vacate the right-of-way. The City Council determined adequate compensation was received from the sale of the property (included in the sales price) and did not require any additional compensation for the right-of-way. Price of the sale unknown, but value was based on the ability to construct 7 units on the property.
2004	3520	174th Street SW	City of Edmonds		\$1,500	This vacation appeared to be clean up of some license agreement from 1973. One-half of the appraised value would have been \$8,000. City Council accepted the reduced payments because, (1) the subject property was burdened by access rights, (2) the prior property owners refused to purchase the site, (3) returning the property to the tax rolls would compensate the City through additional tax revenue, and (4) the owners will incur additional costs to survey and assign the site by lot line adjustment.
2005	3543	Sierra Place	Citizen	Utility	\$3,750	\$3,750 was one-half of the appraised value of right-of-way to be vacated. Covenant recorded restricting use of the adjacent property to one single family residence due to presence of critical areas including stream, wetland, and slope.
2005	3551	Daley Street	Citizen		\$62,500	\$62,500 was half of appraised value. A single-family residence has been constructed on this former right-of-way.
2005	3565	219th Street SW	Citizen	Utility	\$67,731	\$67,731 was half the value of the <i>encumbered</i> right-of-way. The appraisal considered the unencumbered value of the right-of-way to be \$267,000 and the value of the right-of-way with the reserved utility easement to be \$135,461.

Year	Ordinance No.	Street/Alley	Initiator	Easements Reserved?	Compensation	Comments
2007	3647	8th Avenue N	Citizen	Creek Maintenance Easement	\$7,500	The fair market value of the property was appraised to be \$22,500. The City Council reduced compensation below 50% to reflect the costs associated with obtaining an appraisal and the other associated costs of the vacation process, as well as required lot line adjustment and the cost of tree removal, yielding in the City Council's estimation a reasonable compensation to the public of \$7,500.
2007	3662	77th Place W	Citizen		\$1,400	The \$1,400 was more than one-half appraised value. Two appraisals (both paid by the applicant) assumed a total appraised value of \$1,350 and \$1,620. The appraisals were based on the differential values of similarly sized and valued properties, calculated the appraised value based on the incremental difference in property valuations. During the public hearing, the City Council did not feel the appraisals appropriately reflected the value of the property. The applicant had offered to pay the City \$1,400 for the vacated right-of-way. After much discussion on the value of the similarly situated property, the City Council chose to accept the applicant's offer of \$1,400 for the right-of-way as adequate compensation.
2008	3729	Alley between 8th and 9th	City Council	Temporary Construction Easement	\$0	A temporary construction easement was reserved for the construction of a retaining wall north of the vacated easement to be constructed in association with improvements for a 3-lot short plat north of the vacated right-of-way. The City Council found it to be in the public interest to vacate the property without compensation, given its small size (7 1/2 feet in width), its lack of value and utility to the City, the fact that it, except as provided herein (presumably referring to the temporary construction easement), serves no public purpose, and that returning the property to the tax rolls provides a benefit to the City.

Year	Ordinance No.	Street/Alley	Initiator	Easements Reserved?	Compensation	Comments
2016	4028	right-of-way in Civic Field	City Council		\$0	After the City of Edmonds acquired Civic Field from the school district, the City Council initiated street vacations to vacate portions of Edmonds Street, Sprague Street and an unnamed alley that extended through civic field. Utilities are located in Civic Field, but since the City of Edmonds is the property owner, no easements were required with the vacations.
2017	4061	92nd Avenue W	Citizen	Easements for third party utilities	\$92,610	\$92,610 was one-half of the appraised value. The property owners were required to assume ownership of the stormwater facilities located within the right-of-way and grant easements to Olympic View Water and Sewer District, Snohomish County PUD, and PSE. The property owner also had to acknowledge improvements related to fire protection should the property be redeveloped.
2018	4114	Unnamed right-of-way near 231st Street SW	Citizen	Easement for third party utility	\$28,800	\$28,800 was one-half of the appraised value. An easement was required for an Edmonds School District stormwater line located within the right-of-way.
2019	4143	Excelsior Place	Citizen	Utility and Access Easement	\$0	No compensation was required because the City of Edmonds retained easements. Conditions of vacation included (1) retention of public utility easement, (2) construction of a utility access and emergency vehicle turn-around, (3) private access easement for all properties with frontage on the vacated portion of Excelsior Place, and (4) a utility and emergency vehicle access easement and covenant requiring construction of additional access road width to meet South County Fire Lane standards with future single-family development.

APPROVED AUGUST 14th

CITY OF EDMONDS PLANNING BOARD Minutes of Meeting

July 10, 2019

Vice Chair Robles called the meeting of the Edmonds Planning Board to order at 7:00 p.m. in the Council Chambers, Public Safety Complex, 250 – 5th Avenue North.

BOARD MEMBERS PRESENT

Daniel Robles, Vice Chair
Todd Cloutier
Alicia Crank
Roger Pence
Nathan Monroe
Mike Rosen
Carreen Nordling Rubenkonig

STAFF PRESENT

Rob Chave, Planning Division Manager
Kernen Lien, Environmental Program Manager
Jeanie McConnell, Engineering Program Manager
Jerrie Bevington, Video Recorder

BOARD MEMBERS ABSENT

Matthew Cheung, Chair (excused)

READING/APPROVAL OF MINUTES

BOARD MEMBER MONROE MOVED THAT THE MINUTES OF JUNE 26, 2019 BE APPROVED AS AMENDED. BOARD MEMBER ROSEN SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

ANNOUNCEMENT OF AGENDA

The agenda was accepted as presented.

AUDIENCE COMMENTS

Ken Reidy, Edmonds, said he was present to speak about the proposed street vacation code amendment. As a citizen whose life was dramatically impacted by a recent street vacation, he has a great interest in the proposed change. He said it is important for the Board to understand that, with streets and alleyways, the City has easement rights, but the fee titles belong to the adjacent property owners in most cases. The City's right is called the dominant estate, which is the right to use the easement for egress/ingress. The property owner's right is called the servient estate. Prior to the City opening a street or alleyway, the servient estate gets to use the easement just as they use the rest of their property. This is a constitutional right and the law is well settled. He is concerned that the proposed amendment does not differentiate between street vacations of unopened and opened easements. If the City hasn't used the easement rights for a long period of time, the street vacation should be treated differently.

Mr. Reidy recommended that the process be slowed down so that the citizens have an opportunity to be more involved in the rewrite of this specific code section. It is too important and they need to get it right. He said he has had very little time to review the proposed amendments. He explained that, historically, the City has a provision that, when vacating a street or alley easement, the City can either require a replacement easement for utilities or charge monetary compensation. The Code is very clear that this is an either/or provision. However, the proposed amendment would allow the City to do both. He

expressed his belief that the citizens of Edmonds would prefer the either/or provision and not both. He provided copies of an email he sent to the City Council, asking that the process be slowed down. Again, he asked the Board to read the email and afford the citizens a chance to be involved in the process.

DEVELOPMENT SERVICES DIRECTOR REPORT TO PLANNING BOARD

There was no Director's Report.

UPDATE ON CLIMATE GOALS PROJECT

Mr. Lien provided a status report on each of the goals contained in Resolution 1389, which was adopted by the City Council in 2017.

- **Goal 1 -- The City Council fully supports the Mayor's endorsement of the Mayor's National Climate Action Agenda.** This goal has already been accomplished.
- **Goal 2 -- The City Council has rededicated itself to partner with the City administration and Edmonds citizens to identify benefits and costs of adopting policies and programs for long-term reduction of greenhouse gas (GHG) emissions.** Work on this goal is ongoing.
- **Goal 3 -- Planning Division and Climate Protection Committee will report annually to City Council on municipal and community-wide GHG inventory, starting in 2018.** A report on the GHG inventory was provided to the City Council in 2018. Rather than focusing on the inventory, future reports will focus on different projects or implementations to meet the GHG targets.
- **Goal 4 -- By July 1, 2018, the Planning Division and Climate Protection Committee will establish and recommend GHG emissions reduction targets for both near and long-term.** This work is ongoing. The work to establish the targets and make a recommendation to the City Council is very complex. The Climate Protection Committee has been meeting monthly with a consultant to discuss what the target should be and what it will take to meet the target.
- **Goal 5 -- The Planning Division and Climate Protection Committee will update the City's Climate Action Plan (CAP) and review specific strategies for meeting the GHG emissions reduction target while tying mitigation with adopting measures where possible.** This goal is currently ongoing. The current CAP and GHG emissions reduction targets and strategies have been reviewed and more information will be provided later in the presentation.
- **Goal 6a -- The City accomplishes 100% renewable energy goal for electricity supply to municipal facilities by 2019.** This goal has been accomplished via an energy credit pilot project with the Snohomish County Public Utility District (PUD). All the energy the City purchases from the PUD in 2019 will come from renewable resources. The plan is to continue this work next year, as well.
- **Goal 6b -- Community-wide goal of 100% renewable energy for electricity supply to be achieved by 2025.** This target will be difficult to meet, but recent action by the State Legislature (Senate Bill 5116) includes specific and aggressive targets for being carbon neutral by 2030 and carbon free by 2045. PUD incentives and more public awareness will also help the City accomplish this goal.
- **Goal 7 -- Planning Division and Climate Protection Committee will develop a work plan by November 2018 to include options, methods and financial resources, along with a timeline and milestones to achieve the renewable energy goals.** Goal 6a has been accomplished through the PUD's energy credit pilot project and Goal 6b can be accomplished via State legislation, PUD incentives, and more public awareness.

Mr. Lien advised that the City completed the Greenhouse Gas (GHG) Inventory in 2009 and the Climate Action Plan was adopted in 2010, along with policies in other City documents. He explained that GHGs are gases that trap heat in the

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Board Member Rubenkonig recalled a volunteer service called Waste Warriors that worked the festivals around the area to divert the organic waste from the food waste. Not only did they collect a sizeable amount of compostable waste, but they were also able to educate people on how to sort out what is and is not recyclable. This is an easy strategy, yet it has lost momentum. She suggested that an additional strategy should be added to promote local programs that educate and help citizens make better decisions. She cautioned against making the Climate Action Plan so lofty that it does not accommodate smaller, more realistic programs.

Vice Chair Robles said he is a strong advocate of seeding the record so that people searching the City's website can find the terms that are being discussed by the Board. Regarding Board Member Cloutier's earlier comment related to reducing the amount of energy used for heating and cooling the air, he suggested the City have a policy that the air conditioning does not come on until the temperature reaches 80°.

Vice Chair Robles noted that methane, pentane, hexane and octane are all hydrocarbons, and it is difficult to find equivalency unless a strictly carbon measurement is used. This approach would make it easier to manage the equivalencies. He also suggested that there are other economic methods that could be applied to the trade of carbon, etc.

Regarding Board Member Rubenkonig's earlier question, Vice Chair Robles pointed out that activists are working hard to address this subject. They need to all work together, but it seems like programs often fall away due to lack of funding. However, there are opportunities for communities to exchange value in ways that are not dollars.

Vice Chair Robles commented that the data provided in the report is interesting. He recalled that the Board was recently invited to develop its wish list of metrics for measuring a healthy city that could be injected into the Healthy City Report. With regard to zoning, he pointed out that some commercial zones do not allow live-work spaces on the ground floor. The zoning code also restricts retail uses in neighborhoods causing people to have to drive elsewhere to get what they need. He pointed out that subterranean construction is also an opportunity to address temperature fluctuations. Also, he observed that plastic does not decay for 10,000 years and is made out of carbon, which means that it is sequestering carbon extremely effectively. He suggested the City consider shifting its war on plastic to actually embrace the carbon sequestering capacity of plastics for uses such as plumbing. Polypropylene plumbing can replace copper all day long. The energy required to create and recycle it is superior to copper, yet the City's current code prohibits its use. He summarized that there is a lot the City can do from a code standpoint to address climate control. They need to embrace new technologies and encourage the experts to stretch further.

INTRODUCTION TO EDMONDS COMMUNITY DEVELOPMENT CODE (ECDC) 20.70 STREET VACATION AMENDMENTS

Ms. McConnell explained that the proposed amendment would move the street vacation amendments from Chapter 20 to Chapter 18. Chapter 18 is the Public Works Section and already includes provisions related to right-of-way, the street map, etc. The amendment clarifies, reorganizes and adds a definition section. The appraisal process and timing for when an appraisal is required was revised, as what the applicability of the monetary compensation aspect of a street vacation. Lastly, the amendment revises the timeframe required to satisfy conditions.

Ms. McConnell explained that a street vacation is a process used to release a public street, alley, pedestrian and/or vehicular easement that is currently being used or established as something that could be used in the future for a street, alley or easement if it is no longer needed for those purposes. A street vacation could happen through a petition of adjacent property owners or initiated by the City Council. Street vacations do not come before the Planning Board for review.

Ms. McConnell said City staff often receives questions about the potential vacation of unopened alleys so they can be fully used by adjacent property owners rather than being preserved as potential rights-of-way access to be used by the City. She shared an example of an unopened alley and explained that a street vacation is the process that would be used for releasing the right-of-way to a private property owner.

Board Member Rubenkonig asked the difference between an unopened alley and an unopened easement. Ms. McConnell said an alley is classified as a right-of way, and easements are located on top of or encumber a private property. An easement

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reserves a portion of private property for a specific use, where the City actually has rights to alley and street rights-of way. If an adjacent property owner wants to use the right-of-way for private use, he/she would submit a street vacation request in order to have it transfer back to the title for their own property.

Ms. McConnell explained that, while processing several street vacations within the last year, the staff and City Council found that the lack of information in the code and the way the code is laid out has made the process inefficient and even unfair in some cases. The proposed amendments are intended to improve the provisions for both the public and private property owners.

Ms. McConnell advised that, as per the current code, if a street vacation is being proposed via a petition by an adjacent property owner, two-thirds of the adjacent property owners abutting the right-of-way must sign the petition in order for the City to accept the application. In addition, an appraisal is required as part of the application submittal, and the appraiser is selected by the applicant. That means an appraisal must be done before staff has reviewed the application submittal, before it has been determined whether or not an easement needs to be reserved, before it has been determined whether or not a right-of-way would need to be set aside in a different area and before it has been determined if the City Council would even consider the vacation. Because applicants select their own appraisers, each appraisal is different and there is no consistency.

Ms. McConnell said the proposed amendment would push the appraisal further out in the process, after staff has reviewed the application and determined whether an easement needs to be reserved or a right-of-way needs to be set aside in a different area. The appraisal would also be postponed until after the City Council has reviewed and approved the request through a Resolution of Intent to Vacate. In order to make the appraisal process consistent across the board, the amendment would require a 3rd party consultant review. The applicant would deposit funds to the City to cover the cost of appraisal and the City would send out for the appraisal to be completed. Unused funds that were set aside as a deposit would be refunded to the applicant. If a more extensive appraisal is required, the applicant may be required to provide additional funding. She summarized that any cost to the applicant would cover just the cost of the appraisal and nothing more. She summarized that pushing the appraisal further out in the process would allow the appraiser to consider easements and anything else that might be happening on the property or how else it might be used.

Board Member Monroe asked what the appraisal is used for, and Ms. McConnell answered that it is used to determine whether or not there should be monetary compensation in order for the right-of-way to be transferred to adjacent properties. Currently, the compensation would be equal to ½ of the appraised value. Ms. McConnell clarified that an unopened alley is considered right-of way. It is not property an adjacent property owner can use because the City has jurisdiction over it. However, a property owner would be expected to maintain any vegetation within the alley.

Board Member Pence questioned the policy behind requiring abutting property owners to pay the City compensation in the case of an unopened alley that has no value to the City. For example, when the block at 7th and Alder was platted, the right-of-way was gifted to the City for a potential future alley. The City did not purchase the land, and it was never developed as an alley. It is now a burden to the abutting property owners to the extent that it must be maintained. Ms. McConnell said the compensation requirement would depend on whether or not the land has value to the City. She explained that, even if the topography does not allow for actual travel, oftentimes, current or future utilities will run through the alleyways. It is important to keep in mind that the original intent was to have vehicular travel. However, as development occurred and other main corridor streets improved, the alleys were not always developed. The value of the property is looked at through the appraisal process. The regulations in the City's code mimic State law with regard to vacation of streets.

Board Member Pence commented that a property being vacated ought to have some functional value to the City in order to justify charging a property owner for obtaining title to the land. In the case of an unopened alley, which has never provided any utility to the City and is unlikely to do so in the future, he would say the value of the property to the City is zero. That should be reflected by the appraiser. Ms. McConnell responded that if an appraiser did find value to a property, the City would not be able to gift public land to an adjacent property owner. Therefore, monetary compensation is a necessary component in many street vacations.

Ms. McConnell advised that the current code allows the City to either accept monetary compensation or reservation of an easement to the City. For example, if the City needs to retain an easement for utilities running through the property, there is no ability to require monetary compensation, too. She explained that through the review and appraisal process it may be

APPROVED

determined there are reasons for monetary compensation in addition to an easement, and the proposed amendment would allow for both if determined necessary or appropriate.

Ms. McConnell explained that with a Resolution of Intent to Vacate there are often certain conditions that must be met. For example, utilities may run through a right-of-way, in which case it would make sense to do a vacation with a reservation of an easement. In this case, the easement would show up in the Resolution of Intent to Vacate. Currently, the code states that any conditions must be met within 90 days after approval of the Resolution of Intent to Vacate. The proposed amendment would retain the 90-day compliance requirement, but add “unless otherwise stated in the resolution.” The amendment leaves the compliance timeline open for more complicated street vacations that involve elements that take more time. The resolution can establish a timeframe that is achievable.

Board Member Monroe asked if the applicant is responsible for determining the easements the City needs. Ms. McConnell answered that they do not determine the easements, but conditions may be placed in the Resolution of Intent to Vacate that require certain easements to be established. They are not always easements for the City; sometimes other utility districts need access easements to neighboring properties. It can take time to secure the easements, and sometimes legwork is required by the applicant to meet the conditions.

Board Member Crank asked if the proposed amendment would allow the timeline to be restated or is it established at the time the resolution is adopted. Ms. McConnell said it is established by the resolution and cannot be restated later if the applicant needs more time to meet the conditions.

Ms. McConnell said staff anticipates the Planning Board will conduct a public hearing on the proposed amendments on August 14th, followed by a Planning Board recommendation to the City Council. The City Council will also hold a public hearing before taking final action.

Board Member Pence asked Ms. McConnell to respond to the concerns raised earlier in the meeting by Mr. Reidy. Ms. McConnell said she hopes that his concerns and questions were answered during the presentation. There will be opportunities for public comment at the public hearings before both the Board and the City Council.

Board Member Monroe asked if the City has selected a third-party appraiser. Ms. McConnell answered that a third-party appraiser has not yet been selected. As per the current peer-review process, the City puts out a proposal for various consultants. The proposals are then reviewed and a consultant is selected for an on-call contract. Board Member Monroe observed that the consultant would work for the City. Ms. McConnell said the appraiser would work for both parties and provide a consistent review for every application that the City receives. Board Member Monroe commented that the appraiser would likely view the City as his/her client rather than the applicant. Ms. McConnell said the goal is consistency and the ability to review every application in the same manner. Board Member Monroe asked about the typical cost of an appraisal, and Ms. McConnell answered that the deposit amount is around \$5,000, but the appraisal could be less or more, depending on the variables.

Board Member Monroe commented that, typically when a property changes hands, both the buyer and the seller get an appraisal. They compare the two appraisals and negotiate a deal. Based on the proposed amendment, the City would hire the expert. He asked if the property owner would have any recourse if he/she disagrees with the appraisal done by the City’s consultant. Ms. McConnell said that is not currently addressed in the code, and Board Member Monroe suggested that a provision be added.

Board Member Monroe said he is not comfortable with the City requiring compensation for a right-of-way it does not use. The proposed amendment could require both easements and compensation. He asked how much compensation the City received in 2018 for street vacations. Ms. McConnell agreed to provide that information to the Board prior to the public hearing on August 14th.

Board Member Pence said when he interprets the term “3rd party appraiser” to mean the appraiser would not be a tool of either the 1st or the 2nd party. He/she would be a neutral person. He suggested the best way to achieve a 3rd party appraiser would be to have one agreed to by both the applicant and the City. Otherwise, it’s not a 3rd party, but just the City’s appraiser.

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Board Member Rubenkonig reviewed that the existing code allows the City to require either monetary compensation or the reservation of easement to the City, and the proposed code would allow the City to require both. She suggested it would be better to use “and/or” instead of “and.” Ms. McConnell said the intent was to allow one or the other or both.

Board Member Rubenkonig asked Ms. McConnell to explain the difference between an open easement and an unopen easement. Ms. McConnell said the City does not distinguish between open and unopen easements. Easements typically encumber a private property and establish the area for use for a specific purpose such as a utility line. When they talk about alleys and streets, they are talking about right-of-way versus easements. She provided an example of an alley right-of-way that is not opened to vehicular traffic. Because there is no street that connects 7th Avenue to 8th Avenue, the City would consider it an unopened right-of-way because vehicles cannot pass from one end to the other.

To clarify further, Ms. McConnell said the street vacation process specifically deals with vacating right-of-way. It could deal with vacating an easement if the easement was used specifically for pedestrian or vehicular travel, but these requests are uncommon. Most street vacation requests are for actual right-of-way to be vacated.

Vice Chair Robles said he was impressed with Mr. Reidy’s proactive approach. That is how he wishes notifications could occur. He wants to avoid situations where multiple public meetings have been held, but citizens don’t show up to provide input until the last public hearing. Information needs to be provided to the community way in advance so citizens have a clear understanding of how an issue might impact them. Perhaps they need a better notification process. Ms. McConnell asked if he is referring to a better notification process for code amendments specifically or notification when a street vacation application comes in. Vice Chair Robles said he was referring to the public review process for code changes. Mr. Lien pointed out that ECDC 20.03 outlines the public notice requirements that apply to development projects and code updates. For public hearings, notice is provided at least 14 days before the hearing. Notices are published in the newspaper of record (The Everett Herald) and posted at City Hall, the Public Safety Building, the library, and on the City’s website. Public notice is also required for street vacations. The notices are posted in the places mentioned above. For project specific applications, notices are posted on site and sent to property owners within 300 feet. Vice Chair Robles suggested that the notification process should be modernized to include electronic notification. He encouraged the City to reach out a little deeper and find other ways to notify the public.

Vice Chair Robles commented that technology allows for shared data bases that can be accessed securely by broad groups of people. However, it will take some bold visioning on the part of the City to accommodate. The idea that they need one appraiser to streamline the process could be challenged now where it wasn’t in the past. Ms. McConnell said she is unfamiliar with the appraisal database he is referring to and cannot speak to that. Vice Chair Robles agreed to provide information about the technology he referenced.

Vice Chair Robles asked if current easements and rights-of-way will accommodate 5G equipment. If so, will utilities require payment for the use of the 5G access. He asked if there are other ancillary revenue streams that would taint the revenue model on the easements. Ms. McConnell said the 5G process is a completely different process, and anything related to it would be handled under a completely different code chapter. The proposed amendments are specific to street vacations. With any use of the right-of-way by a utility, the continued use of the right-of-way or area would be reviewed during a street vacation process and easements would be established as needed.

Board Member Rosen said his understanding is that the City Council, in general, is going to take the publication engagement process on a much more global scale. Council Members Teitzel and Mesaros have agreed to lead this effort. Perhaps the Board’s thoughts could be part of that discussion.

Board Member Rubenkonig observed that once a street vacation agreement is approved, the City can tax the property owner for the additional land they own.

REVIEW OF EXTENDED AGENDA

Vice Chair Robles reminded the Board of their joint meeting with the Architectural Design Board on July 24th. The August 14th meeting will include an update on the Ruckelshaus Center Report (RoadMap Project) and a public hearing on the street

APPROVED

APPROVED AUGUST 14TH

CITY OF EDMONDS PLANNING BOARD Minutes of Meeting

July 24, 2019

Chair Cheung called the meeting of the Edmonds Planning Board to order at 7:00 p.m. in the Council Chambers, Public Safety Complex, 250 – 5th Avenue North.

PLANNING BOARD MEMBERS PRESENT

Matthew Cheung, Chair
Daniel Robles, Vice Chair
Nathan Monroe
Carreen Nordling Rubenkönig
Mike Rosen
Conner Bryan, Student Representative

ARCHITECTURAL DESIGN BOARD MEMBERS PRESENT

Maureen Jeude
Cary Guenther
Joe Herr
Bruce Owensby
Kim Bayer

STAFF PRESENT

Rob Chave, Development Services Manager
Mike Clugston, Planner
Jerrie Bevington, Video Recorder
Karin Noyes, Recorder

PLANNING BOARD MEMBERS ABSENT

Todd Cloutier (excused)
Alicia Crank (excused)

ARCHITECTURAL DESIGN BOARD MEMBERS ABSENT

Tom Walker
Lauri Strauss

ANNOUNCEMENT OF AGENDA

The agenda was accepted as presented.

AUDIENCE COMMENTS

Ken Reidy, Edmonds, said he was present to follow up on the comments he made at the July 10th meeting. He observed there seemed to be some confusion between a term he used (unopened easements) and a term the City used (unopened alleys). As per Page 63 of the July 10th Planning Board Packet, the term subject property means the “street, alley, easement or portion thereof sought to be vacated.” It is important for the Board to understand that the photograph staff displayed that evening as an “unopened alley” is the same thing he was referring to as an “unopened easement.”

Mr. Reidy reported that there have been three street vacations over the last 3 years. The 1st easement started in 2016 and involved the vacation of an easement that was used by the City to open a street. The City Council required the reservation of multiple easements and maximum compensation of \$92,610. One of the easements that was required was to Olympic View Water and Sewer District despite the fact that the franchise contract had expired in 2014. The 2nd easement was a vacation of another easement the City had used to open a street and involved no payment in compensation but multiple easements. The 3rd easement was vacation of an easement the City had never used. In that case, the City Council required the property owner to grant an easement to the Edmonds School District, who had put a pipe in the easement area with a permit. They also made the property owner pay \$28,800 in compensation.

Mr. Reidy pointed out that, in the great majority of cases, title to the property underlying a street or alley belongs to the abutting property owner. The City has an easement right to use that property. While there are times when the City does own the property that a street or alley is on, these instances are rare. It is even rarer for those types of streets to be vacated

because the City owns title to the property. The law in Washington State is well settled that the fee title to the streets and alleys rests in the possession of the abutting property owners. City staff mentioned title transferring back to the abutting property owners, but this is not what happens when an easement is vacated because the property owners already own the title. A question was raised about what an appraisal was used for, and staff indicated the compensation was paid to have the right-of-way transferred over to the adjacent private property owner. Again, there is no transfer, the City is simply releasing its easement interest in the property. Staff also said that if an appraiser determined that the property had value, the City would not be able to gift public land to an adjacent property owner. That is not an issue because the adjacent property owner already owns the title and there is nothing to gift.

Mr. Reidy said City staff also represented that it is not the property owner's property if there is an unopened alley behind your home. Staff stated this is not property you are able to use because it is under the City's jurisdiction. However, if the City is not using its easement rights, the owner of the property can use the property. For example, the Washington State Supreme Court stated in *Nystrand vs. O'Malley* that the use by the fee title owner in extending his garage into the area, planting trees and hedge and constructing a bulkhead was not inconsistent with the public's easement since the right to open a street for the public's use had not been asserted by the City of Seattle.

Mr. Reidy encouraged the Planning Board to ask staff to provide an overhead photograph at the August 14th public hearing of the same unopened alleyway that they showed last time, but just one block to the east. The Board will see multiple uses of that unopened easement, including buildings, in that photograph. In conclusion, he asked that the Board consider having staff correct the information that was presented to them on July 10th. This code section is very important, and the citizens should have an opportunity to be involved in the rewrite.

DEVELOPMENT SERVICES DIRECTOR REPORT TO PLANNING BOARD

Chair Cheung referred the Board to the Development Services Director's Report that was provided in the packet. There were no comments or questions from the Board.

JOINT MEETING WITH THE ARCHITECTURAL DESIGN BOARD (ADB): DISCUSSION ON ADB ROLES AND DESIGN REVIEW PROCESS

Mr. Chave recalled that the Planning Board met with the ADB in December of 2017 to discuss design review and how the ADB process works. As a result of this discussion, the ADB had a few discussions at subsequent meetings about design review, what they saw their role being going forward, and how the design review process could be adjusted to reflect some of their ideas. He referred to the materials provided in the packet, which included information that was presented during the ADB's discussions.

Mr. Chave reviewed that design review has occurred in Edmonds for at least four decades. At one time, it was pretty open ended. There were guidelines, but there were no standards in the code to guide design. At that time, the ADB felt it had a lot of discretion on how to approach project approval. That changed in 1993 with the Washington State Court of Appeals Case *Anderson vs. Issaquah*. Issaquah was using a design review process based on the Edmonds model and the problem the court saw was that applicants really didn't know how their projects would be approved. They had no certainty or predictability, and they often ended up going back and forth before a project could be approved because the language used in the codes was quite vague and subject to multiple interpretations. The court saw that as arbitrary and capricious decision making, which was not something a City was able to do.

Mr. Chave said that, once that case was decided, Edmonds realized it needed to change its approach to design review. Going forward, the City first adopted a set of design guidance as a stop gap, but the ultimate solution was to put more specificity into the codes, including clearer design standards and information about how a project would be measured and decided. Over the years, design standards have been adopted for specific zones and/or areas. Before *Anderson Vs. Issaquah*, the ADB design professionals talked to project proponents and there was a fair amount of give and take. The ADB felt it had some control over the ultimate design that resulted. Because of *Anderson vs. Issaquah*, that control eroded for the reasons stated by the court and came back in the form of standards in the code. The product of that, however, has been that when the ADB sees a project proposal, the applicant has already done due diligence to review the codes and standards and arrived at a design

APPROVED

APPROVED SUBJECT TO AUGUST 28TH

**CITY OF EDMONDS PLANNING BOARD
Minutes of Meeting**

August 14, 2019

Chair Cheung called the meeting of the Edmonds Planning Board to order at 7:00 p.m. in the Council Chambers, Public Safety Complex, 250 – 5th Avenue North.

BOARD MEMBERS PRESENT

Matthew Cheung, Chair
Daniel Robles, Vice Chair
Alicia Crank
Nathan Monroe
Mike Rosen
Roger Pence
Conner Bryan, Student Representative

STAFF PRESENT

Rob Chave, Planning Division Manager
Jeanie McConnell, Engineering Program Manager
Jeff Taraday, City Attorney
Jerrie Bevington, Video Recorder
Karin Noyes, Recorder

BOARD MEMBERS ABSENT

Todd Cloutier (excused)
Carreen Nordling Rubenkonig (excused)

READING/APPROVAL OF MINUTES

BOARD MEMBER MONROE MOVED THAT THE MINUTES OF JULY 10, 2019 AND JULY 24, 2019 BE APPROVED AS PRESENTED. BOARD MEMBER CRANK SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

ANNOUNCEMENT OF AGENDA

The agenda was accepted as presented.

AUDIENCE COMMENTS

There were no audience comments during this portion of the meeting.

DEVELOPMENT SERVICES DIRECTOR REPORT TO PLANNING BOARD

Chair Cheung referred the Board to the Development Services Director's Report that was provided in the packet. There were no comments or questions from the Board.

PUBLIC HEARING REGARDING AMENDMENTS TO EDMONDS COMMUNITY DEVELOPMENT CODE (ECDC) 20.70 – STREET VACATIONS

Ms. McConnell explained that the street vacation provisions currently reside in ECDC Title 20.70, and the proposed amendment would relocate them to ECDC Title 18, which is the Public Works section. The amendment also clarifies and reorganizes the provisions and adds a definitions section. The appraisal process and timing provisions were revised, as were

the provisions related to applicability of monetary compensation. Lastly, the timeframe was modified to satisfy conditions. Specifically, the proposed amendments:

- Move Title 20 to Title 18 (Public Works Section).
- Change the review lead from Planning Division to Public Works Division.
- Add a new definition section (ECDC 18.55.005) to provide additional clarity.
- Revise Section 18.55.015.D to reflect the types of plans and other documents needed for the application.
- Add a new Section 18.55.030, which gives the City the right to reserve easements for pedestrian walkways and trails.
- Add a new appraisal section (18.55.XXX) to address timing of appraisal and collection of fees for 3rd party appraisal.
- Add Section 18.55.140 to clarify the processing of street vacations, allowing the ordinance to address timing by which the conditions need to be met, establishing compensation of the area to be vacated based on the appraisal, and giving the City Council the ability to not adopt a vacation ordinance based on review of the appraisal should they choose.

Mr. McConnell explained that a “street vacation” means that the public is letting go of, or vacating, the public interest in a property. After a street, alley or easement (pedestrian and/or vehicular) is vacated, the public no longer has a right to use the property for access. Street vacations can be initiated by private property owners or the City Council. As per Revised Code of Washington (RCW) 35.79.040, *“If any street or alley in any city or town is vacated by the city or town council, the property within the limits so vacated shall belong to the abutting property owners, one-half to each.”*

City Attorney Taraday shared a tool he learned at law school called a “Fee Simple Bundle of Rights,” which uses sticks to illustrate the concept of real estate ownership. He explained that real estate ownership, in actuality, is the ownership of a number of potential rights of land, and the largest bundle of rights (sticks) available for private ownership is called the “Fee Simple Bundle of Rights.” Fee simple ownership means that the property owner owns every possible right that pertains to the real estate. If someone has the underlying fee, it might mean that they own just one tiny right or stick and the rest have been transferred via dedication. It is important to understand this concept in the context of street vacations.

City Attorney Taraday explained that in the vast majority of instances an abutting owner owns the underlying fee. Therefore, if the public’s interest in a street ever goes away, the City doesn’t deed the property back to the abutting property owner because they already have a reversionary interest. Instead, the City vacates the dedication that had been on the property. He explained that a dedication, which is what creates a street, is defined in the subdivision statute as, *“the deliberate appropriation of land by an owner for any general and public uses, reserving to himself or herself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.”* Thinking of that definition in the context of the “Bundle of Rights” concept, it is important to understand that an owner cannot take advantage of many of those rights by having the underlying fee in the street. Property owners cannot exclude people from the street, sell the street, occupy and/or use the street without the City permission, or get a bank loan using the street as collateral. He summarized that when a dedication creates a street, many of the sticks in the bundle are being taken out of the bundle and given to the public. While there are some sticks left in the bundle that is owned by the abutting property owner, the majority of the sticks are now owned by the public.

Regarding the Board’s earlier question about whether the City can or should require monetary compensation for street vacations, City Attorney Taraday referred to two court cases that clarify the issue. The first is *Nystrand vs. O’Malley*, a 1962 Washington Supreme Court decision, which was referenced in Mr. Reidy’s comments at a previous meeting. He read the following quote from the case, *“The use by the plaintiffs in extending their garage onto the area, planting the trees and hedge and constructing the bulkhead was not inconsistent with the public’s easement since the right to open the street for the public’s use had not been asserted by the City.”* In this case, the dispute was between two neighbors and did not involve a city. One neighbor felt he had the right to use the street in a particular way, and the other was saying he didn’t have the right. The city did not take a position and was not party to the case in any way. Because the City did not participate or assert its own rights, the case makes it sound like the abutting property owner has more rights than he/she actually has. The second case is *Baxter Wycoff vs. the City of Seattle*, a 1965 Washington Supreme Court decision. He read the following quote from the case, *“The lack of rights of the abutting owner to so use the street in front of his property does not depend on his interference with an actual or proposed public use of the street. The abutting owner simply has no legal right to make this*

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kind of use of the dedicated public street unless an ordinance expressly authorizes permits for such use to be issued by the City even though no member of the public is inconvenienced by the private use.” In the latter case, a city is asserting its right to hold the property in trust for the public. When you consider the context of how they came before the court (one involved a city and the other did not), it explains why the law was articulated so differently. He shared another quote from the 1965 case, *“The abutting owner has no right to build permanent structures in the street nor to set up storage yards therein for private business purposes. Assuming that such power exists, the granting of permission to a private person to so use the streets is totally within the discretion of the city.”* Going back to the bundle of sticks. City Attorney Taraday summarized that there are not a lot of legal rights left to the underlying owner once a street has been dedicated to the public. For that reason, streets are not counted as part of the lot size when a property is appraised.

City Attorney Taraday referred to a 1989 Washington Court of Appeals case, *City of Seattle vs. ?? Land Company*. The older streets in Seattle have glass tiles with space underneath that are frequently attached to basements of buildings abutting the street. Property owners pay the City of Seattle to use that space. In this case, a property owner claimed that, as the abutting owner, he had the right to use that space as long as it wasn’t interfering with the public. He argued that that *“other jurisdictions have held that where the fee is in the abutting owner, the City may not charge the abutting landowner rent for the use of such space.”* The court, however, determined that, *“To the extent that these authorities so hold, that is not the law in Washington.”*

City Attorney Taraday summarized that case law makes clear the extreme limitations placed on abutting owners within the context of a street dedication. On the other hand, a street vacation has a lot of value to an abutting property owner because all of the rights that applied to the street dedication would be given back to the property owner. All of the rights (or sticks) have value. Anytime they go back and forth between parties, there should be some transaction to compensate for the transfer of property.

City Attorney Taraday read from Washington State Constitution Article 8 Section 7, *“No county, city, town or other municipal corporation shall hereafter give any money or property or loan its money or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm or become directly or indirectly the owner in stock in or bonds of any association, company or corporation.”* He said that while there is not a case that directly addresses this constitutional provision in the context of a street vacation, it is his opinion that City should require compensation for a street vacation because it would be considered a gift of public funds or property not to. The rights (sticks) are owned by the public. If the City gives them back to the property owner without compensating the public for the loss of those sticks, it would be a gift of public property, which violates Article 8 Section 7 of the Washington State Constitution. The State uses a two-prong analysis to determine if a “gifting” has occurred. The first is, are you trying to carry out a fundamental purpose of government, and he can’t see any argument that giving property rights back to a private citizen would be classified as a fundamental purpose of government. Secondly, the court focuses on the consideration received by the public for the expenditure of public funds and the intent of the appropriating body. The court would look at what consideration the City received for giving the rights (sticks) back, and he believes having the rights appraised is appropriate. Appraisers are trained to measure the differences in fair market value between a before and after situation.

Board Member Pence pointed out that the City does not pay compensation when it acquires “bundle of sticks” when plots are dedicated. At the time of a subdivision, developers are required to gift street dedications to the City to provide access to the lots. He understands City Attorney Taraday’s viewpoint that street dedications are owned by the City and have value and that abutting property owners who have reversionary interest in the properties should provide compensation if the streets are vacated by the City. However, it is important to note that the City didn’t pay to acquire the street dedications in the first place. City Attorney Taraday responded that consideration doesn’t have to be identical in terms of flowing both directions. The consideration the original owner gets is an approved plat. While it is true that the City doesn’t pay cash for the streets that are dedicated, it approves the plats and the owners profit from the approval. The only way you can get a subdivision approved is to transfer those sticks (rights) to the City. Once they are owned by the public, it is not relevant any more how they got to be in the public’s hands. What is relevant is, should they be given back, and if so, why?

Board Member Pence summarized that the City acquires sticks within the public right-of-way, and its payment is the administrative act of approving the subdivision. City Attorney Taraday agreed that is one way to look at it. It is pretty clear that a developer dedicates property for streets in order to get a subdivision approved.

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Board Member Monroe observed that the City sets the value of those rights at zero when they enter into negotiations with a developer of a subdivision, but then they want to sell them back for fair market value. City Attorney Taraday responded that the City does not establish a value when the property is being dedicated for streets as part of a subdivision application. No money changes hands at that point. Not all consideration is in the form of cash.

Board Member Monroe commented that when a street vacation is granted, it expands a property and property owners are then required to pay taxes on the additional land. He asked if that would be enough compensation to the City to warrant approval of a vacation request. City Attorney Taraday said his opinion is that every property owner pays taxes, but not every property owner gets to have the street in front of their property back. He cautioned that if the City were to vacate every potential property without requiring any compensation, some residents in the City would get a windfall and others wouldn't. It wouldn't be fair to distribute public property unevenly so it goes to some people but not to all. His view is that the fair approach would be to compensate the public for the loss of those rights. The current code allows the City to obtain compensation, but State Law allows the City to require higher levels of compensation than the code currently provides for. It also doesn't force the City to make an either/or choice between an alternative easement or cash compensation.

Board Member Monroe summarized that City Attorney Taraday's position is that paying taxes on the newly acquired property would not address the concern about the gifting of public funds. He asked if there are other states that do not require money to change hands. City Attorney Taraday was unable to answer the question but explained that it is a Washington State constitutional provision.

Board Member Rosen commented that a street vacation could result in a property owner acquiring land that he/she does not want and is not equipped to pay taxes on, and this could cause a hardship or financial burden. City Attorney Taraday emphasized that no one would ever be forced to seek a street vacation. Most street vacations are initiated by a petitioner, who is the abutting owner who happens to want the property. Even if the City Council initiates a street vacation, it would not take affect until compensation is received. If the appraisal comes back higher than a property owner anticipates, he/she can pull the plug on the street vacation. No one would ever be forced to follow through. Board Member Rosen asked what would happen if one of the 10 property owners along an alley doesn't support the vacation. City Attorney Taraday said it would depend on the location. Highly motivated neighbors might be willing to pick up someone else's tab. Another scenario is that just half of the block could be vacated. However, he does not foresee the City would ever allow a checkerboard pattern of street vacations. Continuity would be required.

Chair Cheung asked if the appraisal would be based on value to the City or the abutting property owner. There must not be a whole lot of value to the City if they are willing to give it away. All the City would lose is the public right-of-way. City Attorney Taraday recommended the Board seek feedback from an appraiser to provide specifics on how an appraisal would be done. He knows that when the City acquires right-of-way from an abutting property owner in order to widen a street, the property is appraised in the before and after conditions, and any damages the dedication might cause to the property are taken into account when determining how much the City must pay the abutting property owner. He suspects that a similar process would be used in street vacation situations, too.

Board Member Monroe referred to proposed Section 18.55.040.B, which states that *"The city shall not proceed with a city-council initiated vacation if the owners of 50% or more of the lineal footage of property abutting the subject property file a written objection."* He asked if this provision implies that the City could force property owners to assume ownership of the land. City Attorney Taraday said that, as proposed, the decision to not proceed with a vacation would occur earlier in the process and before there is a Resolution of Intent. If 40% of the abutting property owners object, his experience tells him the City Council would not approve the street vacation. If the Council does approve a street vacation in this situation, a certain dollar amount would have to be paid to the City in order to finalize the transaction. The 40% who object would not be required to pay the compensation amount, in which case, the 60% in favor could either withdraw their request or pay the entire compensation and the property owners in opposition would get a windfall. Board Member Monroe asked who would own the properties, and City Attorney Taraday explained that it doesn't matter where the money comes from. The properties would revert back to the apparent abutting property owners. Board Member Monroe voiced concern that the 40% who object could end up with a higher tax bill for property they didn't want. City Attorney Taraday agreed that is possible, but the likelihood of that being a significant amount of money is small. Vice Chair Robles thanked City Attorney Taraday for clarifying that a property owner would not be forced to purchase a street vacation. As far as unjustly receiving a windfall,

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citizens are already subjected to windfalls and judgment through the course of rezones, code changes, etc. He is not sure that argument would be strong in this case.

Vice Chair Robles asked if fair market value assumes that anyone could bid on a 10-foot strip of right-of-way. City Attorney Taraday answered that an appraiser would define fair market value as the price at which a reasonable, willing and able buyer and a reasonable, willing and able seller are likely to enter into a transaction. This is typically determined by looking at comparable sales in the area. The properties are analyzed and a judgment is made to come up with a price per square foot for the land. Vice Chair Robles questioned how the fair market value would be established for a 100 square foot area in the middle of property abutted by two unwilling owners. It's attached to someone's property, which gives it value. A 100 square foot piece of land does not have any value on its own. City Attorney Taraday said it would have some inherent value, but Vice Chair Robles' question is more about whether an appraiser in this context would look at an assemblage premium. For example, an owner of a lot that is 9,500 square feet in size might request a street vacation because he/she needs an additional 500 square feet in order to subdivide the property into two, 5,000 square foot lots. The City would expect an appraiser to take into consideration that the street vacation would enable the property owner to get another lot worth of value. On a per-square-foot basis, 501 square feet might not be a lot of money. However, a vacant, buildable lot in Edmonds is worth quite a lot.

Vice Chair Robles asked if an abutting property owner could list the street vacation as an amenity to the property when it is sold in a real estate transaction even if he/she has not exercised that right. City Attorney Taraday explained that the City Council has complete and total discretion to approve or deny a street vacation, and there are no criteria. The City Council does not have to provide a reason for the denials, either. He does not think anyone would want to stake a real estate purchase on this potential opportunity. Vice Chair Robles commented that the appraiser would also be making a speculative argument that the 80 square feet of land has value. City Attorney Taraday responded that, once an appraisal comes back, a property owner can decide to pay the compensation to have the extra land added to his/her lot or leave the land as is.

Vice Chair Robles acknowledged that a property owner would not be forced to pay the compensation, and he asked if having a third-party appraiser to identify a transaction's value, who it is valuable for, and how the money is assigned would be a positive thing or confuse the matter more. City Attorney Taraday said he views the independent appraiser as being a key part of ensuring fairness. When appraisals come in for street vacations, City staff has noted there is too much variation in terms of what the City will receive. It is unfair that some people are submitting junk appraisals and paying hardly anything, and other people are doing it right and paying a fair amount of compensation. That disparity should not exist. The City can create a system where everyone is playing by the same rules and the appraisals are being done the same way. This provides confidence that a disparity in price is not because a completely different methodology was used. This is preferable to letting property owners choose whoever they want to do the appraisal. He said he and Ms. McConnell have given some thought to a process that would allow a property owner to have a second appraisal if they don't like the initial one.

Ms. McConnell continued her presentation by pointing out that most of the street vacations that come before the City are initiated by private citizens versus the City Council. Petitioners understand that an appraisal is required and that compensation could potentially be necessary for the vacation to be completed. State Law requires compensation to the City in an amount equal to one-half or the full amount of the appraised value, which means that an appraisal needs to be done. In the existing code, an appraisal is the minimum application requirement and the appraiser is selected by the petitioner. As discussed at the last meeting, having that be a minimum application requirement means that the appraisal is being done before the City Council has determined it would even consider the property for vacation and before any easement requirements have been identified that would devalue the property. The proposed code moves the appraisal requirement to later in the process after staff has completed review and the City Council has approved a Resolution of Intent to Vacate. A requirement for a third-party appraiser was incorporated into the code, and the petitioner would be responsible for covering that cost. She noted that the current code also requires the petitioner to cover the cost of the appraisal.

Ms. McConnell shared some ideas for how to address situations when a petitioner does not agree with the independent appraisal. The ideas include:

- The petitioner could select an alternative appraiser from a list provided by the City. The list would have at least three names on the list.
- The petitioner would pay for the alternative appraisal, as well as the initial independent third-party appraisal.

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- Both appraisals would be included in the City Council packet, along with the street vacation ordinance and the City Attorney's analysis of the differences between the two appraisals.
- The City Council would decide the compensation amount using the two appraisals as brackets for their discretion.

Ms. McConnell explained that RCW 35.79.030 states that compensation to the city or town shall be in an amount equal to one-half the appraised value of the area so vacated or at an amount not to exceed the full appraised value, which applies if the street or alley has been part of a dedicated public right-of-way for twenty five years or more or if the subject property or portions thereof were acquired at public expense. The City's existing code states that the City can accept monetary compensation or reservation of an easement to the City. The proposed code would state that monetary compensation and allowance for reservation of easements are both possibilities. The current code limits the compensation amount to one-half the appraised value, and State Law allows the City to accept the full appraised value.

Ms. McConnell said that, as per the existing code, certain conditions can be placed on the City Council's approval of a Resolution of Intent to Vacate such as reservation of certain easements. The code requires that the conditions must be met within 90 days of approval of the Resolution of Intent to Vacate. The proposed amendment still has a 90-day requirement for compliance, but adds a provision that allows some flexibility if otherwise stated in the resolution. If there are extenuating circumstances, it might take more time for a petitioner to comply with the conditions, and the proposed amendment would allow the City discretion to grant an extension.

As requested by the Board, Ms. McConnell briefly reviewed the 2018 compensation history, noting that one street vacation was initiated in 2018 by an abutting property owner. The owner paid half of the appraised value, which was \$28,800. The property owner approached the request knowing about the compensation requirement. They fell under the existing code, which meant an appraisal had to be done before an application was made. This is indicative of the types of street vacation requests the City receives.

Ms. McConnell reviewed that the proposed amendments were introduced to the City Council Planning, Public Safety and Personnel Committee on July 9th and the Planning Board on July 10th. The Planning Board will conduct a public hearing tonight and forward a recommendation to the City Council. The item is tentatively scheduled for a public hearing and final decision by the City Council on September 17th.

Ken Reidy, Edmonds, commented that the discussion about the "Fee Simple Bundle of Rights" did not included a discussion about opened and unopened easements. When an easement is not being used by the City to open up a street or alleyway, the fee title owner of the property has rights to use the property. Mr. Taraday read about those rights in court case Nystrand vs. O'Malley. He said there are numerous examples all over the City where property owners use the right-of-way when the City hasn't put in a street or alley yet. He specifically referred to a situation where someone sold their servient estate ownership interest to a neighbor, which is another bundle of sticks. He summarized that the rights of the two are not absolute. The servient estate also has rights, and that's really important to appreciate.

Mr. Reidy recalled that when the proposed code amendment was introduced to the Board on July 10th, City staff did not mention that the 2012 Planning Board was tasked by the City Council on two occasions to review this same item. Amendments were needed to clarify certain parts of ECDC 20.70 and make the wording consistent with State Law. He spoke at both of those public hearings (May 9, 2012 and November 14, 2012). The end result of this effort was that the City Council adopted Ordinance 3910, which made the City's laws more consistent with State Law (RCW 35.79.030). He questioned why the Planning Board is now being asked to consider a major rewrite of this code section. He said he is unaware of any changes to State law that makes this necessary. He asked who is pushing this effort that changes laws adopted by a previous City Council. For example, the either/or provision is legal under State Law, and the City Council made a legislative choice to establish that law. Why is staff now proposing that the either/or law be eliminated. It is good law that the citizens support. He asked that the Board recommend that the either/or provision be left intact.

Mr. Reidy asked why the proposed code amendment has been in the works since at least May 3, 2018 without an opportunity for property owners or citizens to be involved in the process. He noted that Ordinance 3910 clarifies the type of easements the City may retain when deciding to vacate a street or alley easement. The City Council may reserve rights for the City for construction repair and maintenance of public utilities and services, which is consistent with State Law. Ordinance 3910 does not say that the City Council may require property owners to grant rights to third parties, yet the Edmonds City Council

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has required property owners to grant easements to third parties during the last three street vacations. Instead of correcting their historical acts, he fears the City is attempting to change the code to promote similar acts in the future. He said he is not aware that any property owner has asked for this change. He pointed out that Ms. McConnell's reference to a recent street vacation that required a \$28,800 compensation failed to mention that the property owner was also required to grant an easement to the Edmonds School District for an unpermitted pipe they had put in years ago. He cautioned against the City elevating third-party rights above those of the property owner.

Mr. Reidy referred to the proposed language in ECDC 18.55.140.B.3, which states that, *"Any challenge to one or more conditions imposed pursuant to a resolution of intent to vacate must be brought in Snohomish County Superior Court no later than 30 days following the adoption of the resolution of intent. If such a challenge is successful, the city council shall determine whether to amend the resolution of intent by adopting a different set of conditions or to deny the street vacation in its entirety."* He said RCW 35.79.030 does not say anything about a 30-day challenge period. It simply says that *"such ordinance may provide that the City retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair and maintenance of public utilities and services."* Mr. Reidy stated that it is not the property owner's job to see that all laws and ordinances are faithfully enforced; that is the Mayor's job. Shifting the burden to others by giving them 30 days to challenge the City Council's required conditions is very wrong and unfair. It should be kept simple to comply with State and City Laws. The City Council can retain an easement or rights. Retain means to keep possession of, but it does not mean that the City can require property owners to grant easements to third parties.

Mr. Reidy pointed out that street vacations are legislative acts. He asked what would be the next legislative act that someone tries to make subject to a 30-day appeal period to Snohomish County Superior court if the proposed amendments are adopted. He commented that the courts do not want to be involved in the legislative process. Legislative acts are the City Council's responsibility and the City Council should be able to act within the law without involving the Superior Court.

Mr. Reidy recalled that at the Board's July 10th meeting, City staff explained that if there was thought to be value to the land and an appraiser found value to the property, the City would not be able to just gift public land to an adjacent property owner. However, Ordinance 4143, effective February 20, 2019 did not require compensation even though the related appraisal showed the property had value. This was perfectly legal, as requiring compensation is permissive. The statement about gifting of public land is alarming for several reasons. It shows that City staff tasked with updating the code section may not have a complete understanding of this area of law. History shows that the City has not required compensation on many occasions. If gifting public land was not something the City was able to do, why would it have done so earlier this year? He suggested that gifting is not an issue because the property owner almost always owns the title. If the street or alley has been part of a dedicated public right-of-way for less than 25 years, State Law allows the City the option of requiring compensation in an amount which does not exceed one-half the appraised value of the area so vacated. He questioned why the other half wouldn't be considered a gift of public funds or a windfall? Resolution Number 1145 documents that the City Council voted to credit back costs, including the cost of the appraisal, to the abutting property owner by reducing the required compensation by \$3,750. Should this be considered a gift or a windfall? He asked the Board to appreciate that compensation is permissive. He asked why City Attorney Taraday is talking about a potential windfall if payment is not required. The City Council has great legislative discretion, and they don't have to require compensation ever. In fact, since 1998, the City Council has not required compensation for most street vacations. For example, there were 15 street vacations in 1998 and none required compensation. History proves that it can be a public benefit to vacate streets without the need to require compensation.

Mr. Reidy referred to City Attorney Taraday's memorandum, which also states that payment for a street vacation would benefit the general public. He questioned if the general public would have legal standing to contest a street vacation if the City Council did not require compensation? He referred to Grays Harbor 2000 vs. the City of Seattle, in which the City of Seattle vacated 15.2 acres of streets and did not charge compensation. Citizens appealed the decision, saying they were harmed as part of the public because the City did not charge compensation, but the judge ruled that they didn't have standing to contest the decision. He emphasized that the City and property owner have higher rights than the general public. Mr. Reidy commented that State Law is clear that the respective rights of the City and property owner are not absolute, and case law is clear that the property owner, and not the general public, has the right to use unopened streets and alleyways.

In conclusions, Mr. Reidy expressed his belief that staff's comment that the City would not be able to just gift public land to an adjacent property owner indicates that they do not have a keen understanding of the law. If such a major code rewrite was needed, he asked why the citizens were not made aware of it? He recalled that in late 2016, he pointed out in a public hearing

on a street vacation that acquiring an appraisal so early in the process was wrong. He is glad the proposed amendment will address this issue, but in general, the existing code is good. It was just reviewed in 2012 and it remains solid. He suggested the best approach would be to leave the recently updated code as is, with just the one change to move the appraisal requirement to later in the process. He asked the Board not to move away from the legislative intent of the City Council that adopted the either/or law and compensation law that didn't go for the full appraisal value. There is no need to change the choices that were made in 2012.

At the request of Board Member Pence, Mr. Reidy submitted his statement in writing.

Fennis Tupper, Edmonds, said he has been a resident of Edmonds for 39 years and his property was part of George Brackett's original plat. His northern boundary line was the northern boundary of the City, and there is a 7.5-foot undedicated alley easement in his backyard. He noted that the street code requires 15 feet, but when the City annexed the Holy Rosary property to the north of his property, it did not require them to dedicate the other 7.5 feet. If you view the property on Google Maps or the City's GSA maps, you will see that almost every property owner has put up a fence and incorporated the 7.5 feet into their lots. In the 39 years he has lived in the City, he has witnessed many street vacations, especially in his neighborhood. For example, some of 8th Avenue that was never going to be opened because of a stream was vacated. A 7.5-foot easement between 8th and 9th Avenues was also vacated with no compensation required.

Mr. Tupper referred to Mr. Reidy's earlier question about why it would be okay to give away half of the public's funds by not charging the full amount. It is just not a valid legal argument. He said he watched the July 10th Planning Board Meeting on Channel 21 and was flabbergasted at some of the testimony that was provided by staff. He visited the Municipal Research Service Center's (MSRC) website (www.msrg.org) for additional clarification. The MSRC is a non-profit organization that helps local governments across Washington State to better serve the citizens by providing legal and policy guidance on any topic. He learned that a public right-of-way is generally an easement, and when the right-of-way is vacated, the fee title to the property underlying the right-of-way held by the abutting property owner becomes unencumbered by the easement. What the vacation accomplishes is extinguishment of the right-of-way easement. Ms. McConnell said that abutting property owners cannot use the easement because the City has jurisdiction over it. However, per the MSRC, if the right-of-way has not been opened and is not improved, the obstruction of public travel is not an issue and the property owner is not subject to the same restrictions as when it is opened and improved. Typically, property owners can use the unopened, unimproved right-of-way as they can the rest of their property, but it is subject to the possibility of it being opened and improved at some point in the future.

Mr. Tupper also referenced Ms. McConnell's statement that if there was thought to be value to land and an appraiser did find value to the property, the City could not just gift it to an abutting property owner. However, it is important to note that the City does not have title to the property. It only has an easement right, which is just one stick (right) in the bundle.

Mr. Tupper said that about six years ago he discovered that the Lighthouse Law Group's corporate registration with the State had lapsed and hadn't been paid for or renewed. After discovering that, he went to the City of Seattle's website and found that the law firm, which had been formed about five years earlier, had never applied for a City of Seattle business license or paid City of Seattle taxes. He asked Mr. Taraday for a copy of his business license, and he told him it had lapsed. However, the following day he was down at the City of Seattle applying for the license. There is something about integrity and truth, and telling him that the license had lapsed was very untruthful.

Michelle Dotsch, said she was present at the last meeting and heard Mr. Reidy address the Board. She was born and raised in Edmonds and knows there are a lot of alleys that people walk and bike through. She recalled that City staff displayed a map at the last meeting that showed an alley in just one area, but a short Google search located a variety of Google Map photographs of local streets with unopened easements. In many of these situations there is landscaping, buildings, fencing, etc. She submitted maps showing where all of the easements are located, noting that some have access to driveways to actual parking garages on the backside with no access for vehicles on the front side. The owners of these properties would be significantly impacted by the proposed amendments, yet there are only two public hearings during the summer when people are out of town. It is easy to do a Google Map search to find the property owners. She expressed her belief that the process needs more time and attention. The City needs to reach out to the public by mailing notices to affected property owners.

Chair Cheung closed the public comment portion of the hearing.

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Board Member Monroe advised that Board Member Rubenkonig was unable to attend the meeting but submitted a written comment asking about the impetus of staff's proposal to update the street vacation provisions. City Attorney Taraday explained that as staff has worked through street vacations over the past few years, it noted provisions that were either not as clear as they needed to be or not as helpful to the City as allowed by State Law. He disclosed that he represents the City of Edmonds and his responsibility is to advance the interest of the City of Edmonds and not individual property owners. If he sees that State Law allows the City of Edmonds to collect more money for a street vacation than it is currently collecting, it is his job, as the City Attorney, to make that option available to the policymakers and let them decide whether or not they want to amend the code. The City is leaving money on the table right now. He feels an obligation to bring that forward and let the policymakers make a decision about whether that is a good thing or not.

Board Member Monroe noted that, as proposed, the city attorney would provide an analysis of an appraisal. City Attorney Taraday said that is one option. He spent a lot of his career doing imminent domain work and deposing appraisers. Board Member Monroe pointed out that the proposed amendment does not say that Jeff Taraday will provide an analysis, it simply says that whoever is the city attorney would do the analysis. City Attorney Taraday expressed his belief that most city attorneys would be able to do that work. Board Member Monroe observed that, as per his earlier statement, City Attorney Taraday is charged with advancing the City's interest and not that of private property owners. City Attorney Taraday said he would provide an analysis to the City Council, and the City Council Members are also tasked with representing the City of Edmonds and looking out for the City's interest. He asked who better to advise the City Council than the person who has the fiduciary duty to look out for the interest of the City of Edmonds.

Ms. McConnell explained that the proposed amendments are intended to clarify and address issues that have come up over the past few years as staff worked through street vacation applications. As proposed, the restructured process would be smoother to follow and easier for the staff and public to understand the requirements. Moving the appraisal to a later point in the process after the Resolution of Intent to Vacate has been approved will benefit petitioners so they don't spend money up front on something that may have no traction. The provisions were looked at holistically and are intended to address issues that kept coming up as staff dealt with residents coming to the front counter.

In an effort to be transparent, City Attorney Taraday said the intent behind the current either/or provision is unclear to him. They could review the legislative history and try to identify the intent, but there is not always a clear answer for why a provision was adopted into the code. However, it is completely arbitrary to try and equate the reserving of a simple easement to the City on one hand and fair market value payment for the street vacation on the other. For example, you could have a huge street vacation worth a lot of money, but if the City happens to have a small water line there that requires the preservation of a small easement, the existence of the water line could create a completely arbitrary condition where the City either needs to vacate the street cost free, reserve the easement or deny the street vacation. Denying the street vacation request is not in the property owner's best interest. It is important to create conditions that allow street vacations to come forward, and the either/or provision forces the City to make a difficult choice between three options that are not good. Eliminating the either/or provision could create a situation where a reserved easement could end up reducing the amount of compensation that a property owner is required to pay. On the other hand, retaining the either/or provision would prohibit the City from requiring compensation if any portion of the easement is reserved.

Board Member Crank said her initial understanding was that the proposed amendments were intended to catch the City's code up with the State Law, but it appears that has already been done. She asked if the true intent is to collect the money that is being left off the table and put it into the City coffers. If that is the case, it is important that the intent is clear so that the Board doesn't continue its conversation thinking they are trying to catch up with something that they have already caught up to. Secondly, she asked if there is a timing issue that requires that the Board's recommendation be forwarded to the City Council for a September public hearing.

City Attorney Taraday reviewed that the focus of the 2012 update was fairly narrow and not intended to be a full rewrite of the street vacation code. One reason it has taken so long to bring the proposed update forward is that, frequently in City government, there is too much to do and not enough time and resources. Projects end up getting re-prioritized. It took a while for staff to realize that the full appraised value provision was not in the code. Rather than doing piecemeal amendments to the code, staff felt it was better to wait until they could do a complete rewrite of the entire chapter.

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Ms. McConnell said that once staff starts a project, they try to keep it moving. They are pulled to a variety of different projects, and staff availability to work on projects is limited. The larger the gap is in between, the more time it takes staff to sync back into the project and bring it forward again. The tentative public hearing before the City Council on September 17th is purely an effort to keep the amendment moving forward while the issue is fresh on everyone's mind.

Regarding the issue of retained easements by either the City or another agency, Board Member Pence commented that petitioners are asking the City to give the bundle of sticks back to the abutting property owners. The retention of an easement is the City merely saying that one of those sticks will have to be retained in the public interest. The petitioner would still have all the rights to use the land subject to the easements that are retained, and this will have an impact on the appraised value of the parcel. He doesn't see retained easements as an issue at all since they are part of the reality of the process.

Board Member Pence questioned the use of the term "third-party appraiser," since it has not been referenced in the conversation. Currently, the appraiser is chosen by and becomes a client of the petitioner. Under the proposed amendment, the City would select the appraiser and that appraiser would be a servant of the City. There would be no third-party involvement in the proposed process. However, there may be some merit in having third-party appraiser who is truly independent of both the City and the petitioner. He said he has been involved in public property acquisition issues through condemnation, and the agency has its appraiser and if the unwilling seller doesn't like the appraisal, he/she hires a different appraiser. The issue goes to court and the differences are adjudicated. He suggested that for smaller-scale issues, it would be more appropriate to have just one appraiser that both sides select from a list of qualified appraisers. This would save expense, if nothing else. Again, he said the use of a third-party appraiser is not properly chosen in the proposed amendments.

Board Member Rosen asked if he understood correctly that, as proposed, the petitioner would be required to pay for the appraisal. If the petitioner disagrees with the appraisal, he/she would be required to pay for the second appraisal, too. City Attorney Taraday said that is one of the options for addressing the Board's initial concern about the appraisal process. From his perspective, it would not make sense for the City to pay for an appraisal unless the street vacation was initiated by the City Council. Board Member Rosen suggested that the better distinction would be for whoever initiates the street vacation to pay for the appraisal.

Board Member Rosen voiced concern that the proposed amendments might set the City up for some unintended consequences. He asked how the City could reduce that risk. City Attorney Taraday responded that the proposed amendment would not have any impact on rights that abutting owners have to use streets, whether opened or unopened. From his perspective, it has always been the case that if you want to build something in a street, you have to get an encroachment permit from the City. They are not making any changes regarding City policy on that issue.

Board Member Monroe asked if the conditions attached to a street vacation approval could require a petitioner to obtain an agreement from a third-party utility. City Attorney Taraday explained that the City can never be compelled to approve a street vacation. It can deny the request at any time for any reason. In addition, the City is a code city organized under Title 35.A, which is different than other types of cities that exist in the state. Code cities have the broadest possible powers under the Washington State Constitution. Code cities are home ruled cities in that they don't need to point to something that is expressly stated in State Law to authorize their actions. They just can't contradict State Law. As long as they aren't violating the statute, they are good. He cannot point to a specific State Law that requires petitioners to obtain agreement from third-party utilities, other than Title 35.A, which grants code city home rule authority. Board Member Monroe summarized that the answer to his question is yes, the City can require a petitioner to obtain agreement from a third-party utility.

Board Member Monroe asked why the timeline for challenging a street vacation is 30 days and not a longer time period. City Attorney Taraday referred to the case, King County vs. Federal Way, where a street vacation was challenged. The issue in that case was whether or not the challenge was timely. The court determined that when challenging a street vacation under a declaratory judgment action, the action must be brought within a reasonable period of time. The court ultimately held that 30 days was the appropriate time period. He expressed his belief that it is not fair to citizens to make them guess about how much time they have to file a challenge. It is a lot more transparent to put the timeline in the code. Because a timeline is not set forth in the RCW, the City has the authority to decide what the reasonable time period is, but it must be a reasonable period of time to get something before the court and before a street vacation has been finalized and the ordinance adopted. Board Member Monroe voiced concern that it might be difficult for a property owner to get everything in order in that short amount of time.

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Board Member Monroe reiterated that the City takes all but one of the sticks when a property is subdivided. If a property owner asks for them back, the City will determine what they are worth and require the property owner to provide compensation. In addition, the City may decide to give only some of the sticks back and hold onto others sticks for some type of public use. The petitioner would have 30 days to challenge the City's decision. Again, he asked if the City would require a petitioner to obtain an agreement with a third-party utility if an easement is to be retained. Ms. McConnell answered that the petitioner would be responsible for contacting the utility and working out the easement agreement and this would be spelled out as part of the condition process. That is why 90 days might not be enough time, and the ordinance might establish a longer time period as appropriate.

Board Member Monroe commented that City Attorney Taraday and Ms. McConnell are doing a great job of maximizing City revenue wherever possible, and that's what the amendments are about. However, that is not something the Planning Board is has to do. City Attorney Taraday cautioned that this is not a type of taxation. In the case of a street vacation, the City is transferring valuable property rights at a price that has been agreed upon by a professional appraiser. It is not an unfair transaction. Board Member Monroe observed that the City has a lot of power and discretion in these transactions. City Attorney Taraday agreed, but in all of his years doing imminent domain and other types of appraisal work, he has never seen a situation where a city tries to low or high-ball an appraisal. In the grand scheme of the budget, the City won't be motivated to game the appraisal process to get an extra amount of money. Money matters a lot more to the smaller guy. Board Member Monroe referred to City Attorney Taraday's earlier comment that sometimes the City receives a low-ball appraisal, and he would provide an analysis to the City as to what appraisal is the most accurate. City Attorney Taraday said his analysis would be informed by many years of working with appraisals.

Board Member Monroe commented that as long as necessary easements are retained, the City would not be impacted by a street vacation. The land belongs to the property owner and not the City, and the City needs to show a reason to use it. If the City isn't using it, the rights, by default, should be given back to the property owner. As long as the City would not be damaged by the transaction, it is incumbent on the City to make it easy and cheap. He said he likes the current either/or language, which protects the City from damages, and he also likes the proposal to move the appraisal to later in the process. All of the other amendments are unnecessary, especially if the primary intent is to get more revenue for the City. In particular, he does not like the 30-day timeline for challenging a street vacation, and he does not like the proposed appraisal process.

City Attorney Taraday said he understands that the appraisal language is controversial, and a policy decision will need to be made. The Board's task is to make a recommendation to the City Council on the policy question, and the City Council will make the ultimate decision. However, aside from this policy question, the other proposed amendments are needed to clarify the process and should be considered on their merit. Regarding the 30-day timeline for challenging a street vacation, City Attorney Taraday suggested that it is better for the City Council's constituents to know what the timeline is rather than having to guess. He recommended that a timeline be clearly established in the code, and he suggested the Board discuss what might be a better period of time. Board Member Monroe expressed his belief that the timeline should be longer to allow sufficient time for a petitioner to gather the needed information to issue a challenge.

Vice Chair Robles said he really appreciates City Attorney Taraday's transparency that his job is to represent the City. However, the Board's job is to represent the citizens. He also appreciates the working relationship that exists between the staff and the Board. However, if the Board advised the citizens that the purpose of the proposed amendments is to raise revenue for the City, he suspects that people who aren't land owners would support the change, but those who own land would not. There are too many questions at this time for him to formulate a recommendation to the City Council. It will take more work to get enough information to get to the right solution. The City's broad powers need to be carefully checked to figure out how they impact the citizens. He voiced concern that the proposed amendments are based upon the Fee Simple Bundle of Rights analogy, which cannot be codified. There needs to be a basis of logic for the code, and if they need to have a valid analogy to explain a proposed code amendment, it needs to be reconsidered.

Board Member Rosen summarized that the City Council is looking to the Board for guidance. It appears that the Board agrees with the following:

- Retain the current either/or provision.

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- Change who pays for the original appraisal based on who initiates the request.
- Move the appraisal to later in the process.
- Increase the timeline for challenging a street vacation to something greater than 30 days.

Board Member Monroe asked if the Board had reached a consensus on who would choose the appraiser, the petitioner or the City. Vice Chair Robles responded that the City cannot expect to clean the process up with a third-party appraisal. It will be a messy process and negotiations will be required. If there is an appeal, Board Member Rosen asked if it would be possible to give the petitioner the option of either finding his/her own appraiser or using another appraiser from the City's list. Board Member Crank asked if there are other cities in Washington State that have addressed the appraisal issue. It might be helpful to find out what processes other cities are using as opposed to grasping for their own ideas. City Attorney Taraday agreed that staff could research the processes employed by other cities and report back.

Chair Cheung commented that the person who is asking for the street vacation will obviously be interested in a lower appraisal. On the flip side, the City will pick an appraiser that will identify the highest value for the property. Because the authority is already with the City, if the applicant had an unreasonably low appraisal, the City could simply deny the petition. He said he doesn't see why the City needs to require a petitioner to choose an appraiser on the City's list. If they come in with an appraisal that is incorrect, the City can simply deny the petition, and the petitioner could then appeal the decision and select a different appraiser from the City's list. Vice Chair Robles pointed out that appraisers are all licensed and should be unbiased. City Attorney Taraday responded that appraisers are trained in different specialties, and the proposal is for the City to have a list of qualified appraisers who are trained to do street vacation work.

Board Member Rosen suggested the Board could forward the proposal to the City Council with a recommendation of approval with the following exceptions:

- Retain the either/or provision.
- Change who pays for the initial appraisal based on who initiates the request.
- Change the timeline for challenging a street vacation from 30 days to 60 days.
- Request that staff come up with a recommendation for alternatives to the appraisal process rather than requiring a petitioner to choose from the City's list of qualified appraisers.
- Encourage the City Council to specifically reach out to any resident who borders a project that might be impacted, notifying them of the upcoming public hearing.

Vice Chair Robles suggested that the Board's recommendation to the City Council should also make it clear that the objective of the proposed amendments is to raise additional funds for the City. Board Member Crank agreed that additional revenue is an underlying element the proposal, but not necessarily the intent.

Board Member Monroe suggested that the timeline for challenging a street vacation should be increased from 30 days to 90 days. City Attorney Taraday commented that, whatever the timeline is set at, the City won't be able to adopt street vacation until 30 days after the timeline has expired. Some constituents will want a street vacation to happen more quickly. Board Member Rosen asked if a petitioner could waive his/her right to appeal, which would then shorten the process. City Attorney Taraday agreed this is an interesting concept. He can imagine certain street vacations where it would be clean and easy for a petitioner to waive the right to appeal, but if several property owners are involved in the petition, it could be more difficult. The Board agreed they would like to add an option to waive the right to appeal if possible.

The Board discussed retaining the current code language that would allow the City to accept either monetary compensation or reservation of an easement. The proposed new language would allow the City to require both. Board Member Monroe commented that a street vacation would not damage the City in anyway, as long as the necessary easements are maintained. City Attorney Taraday clarified that the current code only prevents the City from collecting compensation if the easement is for the City, but if the City directs a petitioner to work out an easement with a utility, the City can collect compensation, too. Board Member Monroe suggested this provision needs to be changed. From the petitioner's point of view, it shouldn't make any difference whether the easement is for the City or a utility. City Attorney Taraday agreed it doesn't make sense, but rather than treat all easements equally, the intent of the amendment is to evaluate the effect of the easement on value and subtract that amount from the required compensation. He cautioned against a provision that would result in the City's

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inability to collect compensation if there is any condition involving retention of an easement for any party. Currently, only an easement to the City would ban other compensation. He explained that, currently, it is difficult for appraisers to take easements into account because appraisals are done before easement conditions are imposed. The proposed amendment would move the appraisal to later in the process so that easements can be taken into account when determining the correct compensation.

Board Member Pence summarized that, if a petitioner does not get all of the sticks (rights) back and some are being reserved for a public purpose, it really shouldn't matter whether that public purpose is the city or some other public entity. The sticks (rights) that don't get turned back to the petitioner can all be accounted for in the appraisal. City Attorney Taraday explained that the City needs some motivation to approve a street vacation. He explained that it is not possible for the Board to know what the City's future needs will be with respect to all of the streets and easements. He said he considers easements to be valuable rights, and simply giving them away could result in significant public cost in the future. Chair Cheung commented that if the City wasn't able to collect compensation for street vacations, perhaps it would be more cautious about giving up easements.

Board Member Crank commented that recognizing the monetary aspect of street vacations is neither good nor bad, it just is. You always need to know what something is valued at whether you end up giving it away for free or not. She recommended against spending too much more time talking about this aspect of the proposal. She suggested they move forward with discussions on the other elements of the proposal and then make a recommendation to the City Council. Vice Chair Robles expressed his belief that the City Attorney's position regarding the monetary aspect of the proposal should be articulated to the public.

Board Member Pence said he would like staff to provide feedback in writing, responding to the public comments and the Board's conversations. The proposed amendments could be tweaked to represent more of a consensus and the Board could discuss the updated proposal at their next meeting. He said he is not comfortable sending a recommendation to the City Council now. Chair Cheung agreed and noted that the Board is particularly interested in increasing the timeline for challenging a street vacation from 30 days to 60 days and perhaps adding a provision that would allow a petitioner to waive the appeal period. There are also some outstanding questions regarding the provision that would allow the City to collect compensation and require that an easement be reserved.

City Attorney Taraday agreed to work with staff to prepare an updated version of the proposed amendment that incorporates the thoughts expressed by the Board. However, it will take more time for staff to update the document. He summarized that there are some items that appear to have majority support. Where there are still issues, he agreed to provide alternative language for the Board's consideration. The Board could continue their deliberation in October based on an updated draft.

Chair Cheung closed the public hearing.

REVIEW OF EXTENDED AGENDA

Chair Cheung advised that the August 28th agenda will include an update on the Vision 2050 Multicounty Planning Policies and a presentation on the RoadMap Project (Ruckelshaus Center Report). The September 11th meeting is scheduled as a joint meeting with the Architectural Design Board and an update on the Urban Forest Management Plan. The Board will continue its deliberations on the Street Vacation Code Amendments on October 9th.

PLANNING BOARD CHAIR COMMENTS

Chair Cheung announced that some parking issues will be coming before the Board, so it is important for them to keep apprised of what is happening with the parking study, etc.

PLANNING BOARD MEMBER COMMENTS

Board Member Monroe reported that he attended the kickoff meeting for the parking study, which was well attended and informative. At this time, they are working to identify a framework for the study.

APPROVED

APPROVED SEPTEMBER 25TH

CITY OF EDMONDS PLANNING BOARD Minutes of Meeting

September 11, 2019

Chair Cheung called the meeting of the Edmonds Planning Board to order at 7:00 p.m. in the Council Chambers, Public Safety Complex, 250 – 5th Avenue North.

BOARD MEMBERS PRESENT

Matthew Cheung, Chair
Daniel Robles, Vice Chair
Todd Cloutier
Nathan Monroe
Roger Pence
Mike Rosen
Conner Bryan, Student Representative

STAFF PRESENT

Rob Chave, Development Services Manager
Jerrie Bevington, Video Recorder

BOARD MEMBERS ABSENT

Alicia Crank (excused)
Carreen Nordling Rubenkonig (excused)

READING/APPROVAL OF MINUTES

BOARD MEMBER ROSEN MOVED THAT THE MINUTES OF AUGUST 28, 2019 BE APPROVED AS PRESENTED. BOARD MEMBER CLOUTIER SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

ANNOUNCEMENT OF AGENDA

The agenda was accepted as presented.

AUDIENCE COMMENTS

Ken Reidy, Edmonds, commented that the Street Vacation Code Amendments will come back before the Board on September 25th. He recalled that City Attorney has stated that the starting point in analyzing conditions is that the City can never be compelled to approve a street vacation but can deny the request at any time for any reason. However, if a proposed street vacation is in the public interest and no property will be denied direct access, he questioned if the City can really deny a request at any time for any reason. He pointed out that City code allows property owners to apply for street vacations, and a fee is required. When an application is made and paid for, he felt it should be processed per the City's code. He said the City's General Code of Conduct states that "*the City's primary function is to provide service to the citizens of Edmonds.*" The City's Code of Ethics says that "*elected officials shall emphasize friendly and courteous service to the public and each other and seek to improve the quality of public service and confidence of citizens.*" He said his hope is that any and all updates to the street vacation code will lead to improvements in the quality of service provide by the City. He questioned if the- City Council can condition a street vacation on the granting of an easement to a third party.

Mr. Reidy recalled that at the Board's August 14th meeting, the City Attorney stated that, as a home rule city, the City has broad powers. He further stated that *"the City doesn't need to point to something that's expressly stated in State Law to authorize its actions; it just can't contradict State Law."* In other words, as long as the City isn't violating the statute, it's good. Mr. Reidy pointed out that State Law clearly says that the ordinance may provide that the City retain an easement or rights, and the definition of retain is clear and simple. He expressed his belief that the City is violating State Law when it does something other than retain. Mr. Reidy agreed that the City has broad powers. However, once the City exercises its broad powers, the code adopted by the City Council must be followed by the City Attorney and City staff. The adopted code must also be faithfully enforced by the mayor.

Mr. Reid recalled that, at the last meeting, he mentioned that the 2012 Planning Board was involved in an amendment that added language regarding the types of easements that may be retained during a street vacation. Ordinance 3910 clearly states that easements or rights may be reserved for the City. It doesn't say for third parties. The City Attorney is required to approval all ordinances as to form, and Mr. Taraday signed Ordinance 3910. The 2012 Planning Board was also involved in another amendment to the street vacation code. Ordinance 3901 required a description of any easement under consideration to be retained by the City. This ordinance uses the same word (retain) that the State Law uses. He summarized that Ordinance 3901 does not require a description of any easement that the City wants to grant to a third party. If such was legal and if the City Council wanted to do so, Ordinance 3901 would have required a description of those easement, as well. This was not an oversight by either the 2012 Planning Board or the 2012 City Council, and Mr. Taraday also signed Ordinance 3910. Both of the ordinances show that the Edmonds City Council has adopted City laws that do not involve property owners granting easements to third parties. He questioned why the City's laws would allow such. Wouldn't requiring rights to be granted to a third party be a gift to that third party? Do third parties and/or the general public even have legal standing to contest a street vacation? He said he has never seen dedication language that says if the City doesn't use the easement for a public use, it can convey rights to a third party instead.

Mr. Reidy commented that both the City Attorney and City staff are able to point to something that is expressly stated in the City's own code to see what actions are authorized. It's simple, the City can retain rights for the City. Previously-elected City Council Members decided that when the City retains an easement, it will not require compensation. It is either/or. He expressed his belief that the either/or law improves citizen confidence in City government and stating that the City can never be compelled to approve a street vacation does the opposite. Title 21 of the City's code defines a dedication as a gift, and charging compensation to vacate an easement that was gifted doesn't make sense to him and such conduct is arbitrary.

Regarding rights to be granted to third-party utilities, Mr. Reid said it is best to do what the code allows, reserve for the City any easements or rights needed. The City used to do it this way, as evidenced by Ordinances 3188 and 3202. He expressed his belief that an easement is superior to rights that utility companies have under a franchise contract. For example, franchise contracts often require a franchise fee, have terms and can expire. Requiring easements to be granted to utilities may be another gift. Mr. Reidy concluded his comments by asking the Board to remind City staff to bring the aerial photo the Board requested during its July 24th meeting to the September 25th.

DEVELOPMENT SERVICES DIRECTOR REPORT TO PLANNING BOARD

Chair Cheung referred the Board to the Development Services Director's Report that was provided in the packet. There were no comments or questions from the Board.

CONTINUED DISCUSSION OF ARCHITECTURAL DESIGN BOARD (ADB) ROLES AND SCOPE

Mr. Chave reported that the ADB had a lengthy review of a project at their last meeting, and they didn't have time to discuss their role in design review and finalize their recommendation to the Planning Board. Hopefully, they will be able to do so at their October 2nd meeting. He suggested that, when the Board meets jointly with the City Council, it would be appropriate to mention that they are working with the ADB on this item.

DISCUSSION ON JOINT CITY COUNCIL AND PLANNING BOARD MEETING

Chair Cheung advised that the Planning Board will meet jointly with the City Council on September 24th, at which time the Board will advise the City Council of their work with the ADB regarding their role in design review and potential changes.

APPROVED

SUBJECT TO OCTOBER 9TH APPROVAL

CITY OF EDMONDS PLANNING BOARD Minutes of Meeting

September 25, 2019

Chair Cheung called the meeting of the Edmonds Planning Board to order at 7:00 p.m. in the Council Chambers, Public Safety Complex, 250 – 5th Avenue North.

LAND ACKNOWLEDGEMENT FOR INDIGENOUS PEOPLES

We acknowledge the original inhabitants of this place, the Sdohobsh (Snohomish) people and their successors the Tulalip Tribes, who since time immemorial have hunted, fished, gathered, and taken care of these lands. We respect their sovereignty, their right to self-determination, and we honor their sacred spiritual connection with the land and water.

BOARD MEMBERS PRESENT

Matthew Cheung, Chair
Daniel Robles, Vice Chair
Alicia Crank (left at 7:50 p.m.)
Nathan Monroe
Roger Pence
Mike Rosen
Conner Bryan, Student Representative

STAFF PRESENT

Rob Chave, Planning Manager
Kernen Lien, Environmental Program Manager
Jeanie McConnell, Engineering Program Manager
Jeff Taraday, City Attorney
Jerrie Bevington, Video Recorder
Karin Noyes, Recorder

BOARD MEMBERS ABSENT

Todd Cloutier (excused)
Carreen Nordling Rubenkonig (excused)

READING/APPROVAL OF MINUTES

BOARD MEMBER MONROE MOVED THAT THE MINUTES OF SEPTEMBER 11, 2019 BE APPROVED AS PRESENTED. BOARD MEMBER CRANK SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

ANNOUNCEMENT OF AGENDA

BOARD MEMBER ROSEN MOVED TO AMEND THE AGENDA TO ADD A REVIEW OF THE JOINT CITY COUNCIL PLANNING BOARD MEETING. BOARD MEMBER MONROE SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

The remainder of the agenda was accepted as presented.

AUDIENCE COMMENTS

Ken Reidy, Edmonds, advised that Page 37 of the Planning Board's meeting packet discusses Ordinance No. 3729, which is the main reason he is so interested in the proposed street vacation amendments. He referred to the comment section at the bottom of Page 37, which states that a temporary construction easement was reserved for the construction of a retaining wall that was a private improvement built on private property to the north of the easement and had nothing to do with public

utilities or any public use whatsoever. In fact, the City had no need to construct, repair or maintain anything, yet the City Council reserved a temporary construction easement. At the August 14th meeting, the City Attorney stated that the City may decide to give only some of the sticks back and hold onto others for some type of public use, but that was not his experience. In his case, the temporary construction easement on his property was reserved specifically for a private developer. The City Council never passed a Resolution of Intent to Vacate, and the temporary construction easement was not a condition to the street vacation. There were no conditions and the easement was forced on him against his will. He never granted the easement, and no easement was recorded at Snohomish County. The City Council even tied the life of the easement to the private developer's preliminary plat approval (5 years).

Mr. Reidy said he has researched the issue for over 10 years and is very confident that Edmonds is the only City in the history of the United States to ever perform the act of establishing a public temporary construction easement solely for a private developer's use. The private developer never even used the easement. Despite this, City staff issued multiple code enforcement orders requiring him to remove portions of his building so that it was setback 5 feet from the temporary construction easement. Although temporary construction easements have nothing to do with where setbacks are measured from, the City did it anyway.

Mr. Reidy said the situation got even worse. During the City's code enforcement efforts, staff discussed an ordinance that could have grandfathered his setbacks. They knew that under Ordinance No 3696, specific to his actual building, "*Setbacks will be grandfathered by Planning if, at minimum, a letter from neighbor states it was there prior to 1981.*" (Note: Mr. Reidy will submit a copy of the related staff notes when he emails a copy of his public comments to the City staff.) He commented that City staff chose not to tell him or the Hearing Examiner that Ordinance No. 3696 applied to his building. He said that a neighbor signed a statement under penalty of perjury that he had seen his building in 1968, but even that didn't stop the City. He now has a 12.5-foot setback where only a 5-foot setback is normally required. In his case, no setback at all was required because his setbacks were grandfathered.

Mr. Reidy said he is trying to do everything possible to prevent something like what happened to his family from happening to another Edmonds property owner in the future. His hope is that the horrible treatment he experienced can lead to something good—a better appreciation of servient estate rights and consideration of such rights in City code. He asked that the Board use care when reviewing the street vacation amendments initiated by the City Attorney, who made it very clear that he believes his responsibility is to advance the interest of the City and not individual property owners. He questioned why the City Attorney and staff was allowed more than a year to work on the proposed amendments before the public was allowed to see what they were doing. He expressed his belief that everyone's motivation should be to have a Street Vacation Code that is fair and works well for the City and property owners—a code that allows the City to provide a high level of service to the public. He said he believes the current Street Vacation Code is far better than much of City code, but he agreed it would be better if the appraisal requirement was moved to a later stage in the process.

Mr. Reidy suggested it would be wise to specifically prohibit conditions that require property owners to grant easements to third parties. This should not be necessary because State Law only allows the City to retain, but he raises the issue because of the City's past behavior. He explained that a principle that underlies the use of all easements is that the owner of the easement cannot materially increase the burden of the servient estate or impose thereon a new and additional burden. He expressed his belief that this principle is the main reason RCW 35.79.030 uses the word "retain." As it relates to utilities, he suggested it is best to do what the code allows, which is to reserve for the City any easements or rights needed for the construction, repair and maintenance of public utilities and services. He questioned why third-party utility companies should be granted rights superior to what they have under their franchise contracts.

Mr. Reidy observed that the proposed provision for a 25-year step up to full market value compensation is a great example of an arbitrary law. He questioned what 25 years has to do with anything related to unopened easements. He said it doesn't make sense that compensation for the vacation of an unopened easement should double overnight at the 25-year mark. He emphasized that there is a clear need to consider whether the Street Vacation Code should be different for opened versus unopened easements.

Mr. Reidy commented that State Law allows compensation for easements, but such is permissive. That means it is option, not required. Because Edmonds is a Home Rule Code City, the broad powers afforded it allows the City Council to adopt a policy that it will not sell or bargain legislation as a means of obtaining revenue. He asked the Board to appreciate that no

sticks are transferred back to the fee title owner when an easement is vacated. What the City gets is an easement, and a fee title owner does not need that easement transferred back to him because he doesn't need an easement to use his own land.

Mr. Reidy suggested the City Council adopt policy that the City does not charge compensation when streets and alleys that are no longer needed for public use are vacated. He noted that compensation has not been required on many occasions in the past, and the City should adopt a policy that makes that precedent the consistent standard practice. After all, the City never paid a penny for the easements when they were dedicated. He noted that the general public often has no legal standing when it comes to street vacations. He questioned why those with no legal standing should benefit from the City demanding and receiving payment for its legislative act. If that is too big a step, he suggested the City Council could simply use its broad powers to leave the either/or policy in place as it has been for many years. At least property owners required to grant utility easements to the City would not have to also pay compensation.

~~DEVELOPMENT SERVICES DIRECTOR REPORT TO PLANNING BOARD~~

~~Chair Cheung referred the Board to the Development Services Director's Report that was provided in the packet. There were no comments or questions from the Board.~~

AMENDMENTS TO EDMONDS COMMUNITY DEVELOPMENT CODE (ECDC) 20.70 (NEW 18.55) – STREET VACATIONS

Ms. McConnell reviewed that the proposed amendments were presented to the Board previously, once as an introduction and again as a public hearing. She explained that the proposed amendments are intended to address the following:

- Reorganize and clarify various code sections and add a definition section to make the process and requirements clearer.
- Revise the appraisal process and the timing for appraisal submittals.
- Revise the applicability of the monetary compensation piece of the code.
- Revise the timeframe to satisfy the conditions placed on the Resolution of Intent to Vacate.
- Move the Street Vacation Code from Title 20 to Title 18, which is the Public Works section of the code.

Ms. McConnell reviewed that, at the public hearing, different aspects of the code were discussed in detail, and the Board asked staff to come back with optional code language related to five specific items. She advised that the Staff Report includes both a red-lined and clean version of the proposed amendments. It also includes a table that lists each of the items and outlines the existing code language, a summary of the issue, staff's recommendation and optional language for the Board to consider.

Board Member Monroe asked how the Board's recommendation would be presented to the City Council. Would all of the options considered (staff recommendation and all Planning Board options) be presented? Ms. McConnell answered that both the staff recommendation and Planning Board recommendation would be presented to the City Council. Mr. Chave added that the full record of the Board's discussions, including staff's recommendations, is always attached to recommendations that are forwarded to the City Council.

Ms. McConnell presented each of the items to the Board. The Board discussed each one and took action as follows:

- **Item 1 – Monetary Compensation and/or Easement.** The **existing code** allows the City to either accept monetary compensation or an easement. Revised Code of Washington (RCW) 35.79.030 allows the City to receive compensation and retain an easement or the right to exercise and grant easements in respect to the vacated land. **Staff is proposing** a right to reserve easements and the ability to accept monetary compensation. In addition, language was added to the proposed code that states that *"the appraisal shall take into account any reduction in fair market value associated with the conditions imposed on the Resolution of Intent to Vacate."* For example, if an easement is reserved, it could bring lesser value to the property. **Option 1** would be consistent with the existing code and limit conditions to **either** monetary compensation **or** a grant of an easement to the City in exchange for the vacated easement. **Option 2** would also be consistent with the existing code and limit conditions to **either** monetary

compensation **or** a grant of easement to the City or a third party in exchange for the vacated easement, provided that any grant of an easement to a third party must be for access or utility purposes.

Board Member Pence asked the rationale and public policy purpose behind the current either/or provision. While it provides a lot of compensation potential in some respects, compensation would be zero if there is any type of utility on the ground. City Attorney Taraday said he does not know the rationale behind the provision. He said it doesn't make sense that any retained easement would zero out the value of the property being vacated. That is why staff is recommending that the either/or provision be changed.

Board Member Monroe questioned why a property owner should be required to compensate the City for an easement that it no longer has a purpose for. The land belongs to the property owner, first and foremost, and the City needs to prove a use for it. If it cannot prove that use, the easement should default back to the property owner and the City wouldn't be damaged at all.

Vice Chair Robles asked what the term "utility purposes" encompasses. Ms. McConnell responded that when a utility easement is retained in a street vacation it is because there is an existing utility. The City does not reserve easements for future utilities to be there. In the vacation process, the City chooses not to ignore the fact that there are other utilities that exist within the area, whether they be City utilities or third-party utilities. In practice, the City has required easements to be retained for specific utilities as a condition of the Resolution of the Intent to Vacate.

Vice Chair Robles asked what recourse a property owner would have if something new happens within an easement that he/she doesn't approve of or want. Ms. McConnell clarified that the City would not retain easements for something in the future, and the underlying property owner should already know what exists on the property well in advance of a street vacation application going before the City Council. When a property owner comes forward with a potential street vacation application, staff discusses the existing conditions on the site and requires them to contact utility companies for more specific information about existing utilities within the easement.

Board Member Monroe clarified that easements would only be reserved for existing utilities and not proposed utilities. Ms. McConnell agreed, but with some exceptions. For example, the City might have a capital project that requires the future use of a right-of-way. These things are looked at early in the review of a street vacation application to determine if a street vacation would make sense from a public perspective. If it is deemed feasible, the City would then identify the types of easements needed to uphold public needs for that land.

Board Member Crank asked if Edmonds is the only jurisdiction statewide that has an either/or provision for street vacations. Ms. McConnell responded that a review was done of a handful of local jurisdictions, which found that the City of Edmonds is the only one that has an either/or provision. Staff did not review all jurisdictions within the State. Board Member Crank observed that, sometimes, being the only one isn't necessarily bad. She asked staff to explain how the proposed amendment to require both compensation and the reservation of easements would be better. Ms. McConnell responded that State Law allows for reservation of easements and monetary compensation, and the proposed amendment would be consistent with State Law. The either/or provision limits the City's ability with regard to public lands.

Chair Cheung asked if staff's review looked at whether or not the other jurisdictions previously had either/or clauses but then changed them at some point. City Attorney Taraday answered that they looked at current street vacation codes from several cities that were considered relevant comparisons, but they didn't go back to previous versions. Chair Cheung asked if any jurisdictions have switched from requiring both compensation and reservation of easements to an either/or provision. City Attorney Taraday said he does not know of any, and he hasn't seen any indication that this would be a potential trend. In his opinion, the absence of other cities' company suggests that the either/or clause is an oddity in the City's code that could be dispensed with. However, he acknowledged there are instances where the City does things its own way.

Vice Chair Robles voiced concern that there seems to be a roadblock that nothing new can happen in the City unless it has been done somewhere else first. City Attorney Taraday noted that there are other aspects of the proposed amendments that, if approved, would be outliers. He cautioned against taking the position that the City can't ever be

an outlier. However, if the City is going to be an outlier, it should be able to articulate reasons for it. In this case, he is unable to do so.

Board Member Monroe said he sees Edmonds as being primarily built out, and all of the necessary easements have already been identified. He suggested that it is time to give unnecessary easements back to the land owners. They should make it easier for property owners to regain ownership and get the land back on the taxable roles. The either/or language would be the easiest way to do that, and it would allow the City to get out of the business of holding a bunch of unopened rights-of-way. City Attorney Taraday agreed this is a fair policy question, and the Board should feel free to disagree with his opinion on the matter. The City could adopt a blanket rule that it is no longer going to accept compensation for street vacations, period. If they don't need them, they will give them away for free. However, he is not recommending this policy choice because he believes it is important for the City to maximize its resources so the value can be spent on other goods and services that benefit the public.

City Attorney Taraday said that, in his opinion, the either/or language unfairly treats one street vacation applicant from another. For example, one applicant, by virtue of the fact that the City needs to retain an easement, would get his/her property for free, and another applicant, by virtue of the fact that the City doesn't need an easement, would have to pay. That seems unfair to him. One of the goals of the proposal is to treat all street vacation applicants fairly. The City Council could adopt a policy that all of the unnecessary street vacations would be given away for free, and that would treat all applications fairly. However, the either/or language would not accomplish this goal.

Vice Chair Robles asked City Attorney Taraday to explain maximizing social value versus optimizing social value. City Attorney Taraday said that, from his perspective, easements are valuable property rights that are controlled by the City. The City doesn't ordinarily give things away for free. If the City requires fair market value for these valuable rights, the money can be used for other transportation-related purposes that benefit the public.

Board Member Crank said she would support Planning Board Option 1. She observed that staff's recommendation to require both monetary compensation and the reservation of easement is prompting a lot of unnecessary questions and confusion.

Board Member Monroe voiced support for the either/or language (Option 1). It hasn't been a problem in the past, and he doesn't see a reason to change it. The role of the City is to serve its citizens and not to optimize its value from citizens. The price of land continues to increase, and it does not behoove the City to make street vacations too difficult. As long as the City can retain its rights and there is an encumbrance on the land that allows for the City's needs, both the City and the property owner should be made whole.

Board Member Pence said he can't see where one pipe in the ground should zero out the City's ability to require compensation. The City Council outlined the inequities that would exist between two equivalent property acquirers. The one with the pipe in the ground would get the property for free and the one without the pipe in the ground would pay the full amount. That is a fundamental unfairness. He suggested that the value of the retained easement could be and would be accommodated in the appraisal process. Appraisers are trained to examine properties and come up with a monetary value, and that would be the fair way to go, setting aside the issue of more or less revenue to the City. He said he supports the staff recommendation.

Chair Cheung said he understands the argument for capitalizing on the monetary value of the rights-of-way. On the other hand, if the City doesn't have a need for a particular right-of-way, perhaps the policy should be to use it or give it away.

Board Member Rosen commented that all land has value, regardless of how it was acquired. He is having a hard time with the idea of simply giving City land away without compensation. In some cases, rights-of-way have significant value.

Board Member Robles agreed that the land has value, but the appraisal and assessment components included in the draft amendment help address the concerns. He doesn't believe it is absolutely necessary to change the language, and he would be inclined to stick with the current either/or policy.

Board Member Pence suggested that the Board is mixing up the issues. The question is not whether or not a proposed vacation involves a value to the City. The question is, does that value, whatever it is, suddenly turn to zero just because there is a pipe left in the ground and the City retains an easement to maintain that pipe. You can argue how big the compensation should be based on an appraisal, but he hasn't heard an adequate explanation that would allow him to get from whatever that number is to zero merely because there's a pipe in the ground.

Board Member Monroe suggested the Board recommend Option 1, which would leave both options on the table for City Council discussion. If they simply go with the staff recommendation, then the alternative option may not even be considered by the City Council. Chair Cheung commented that the City Council would see both options, whether the Board recommends Option 1 or the staff recommendation. He said he doesn't have a strong inclination to support either option at this time. Vice Chair Robles agreed and said he would fall back on what has been tried and experienced by the citizens the Board represents.

Again, Board Member Monroe expressed his belief that the either/or language is the right way to go. If the City is damaged, they should be compensated. If they can retain the necessary easements and setbacks, they shouldn't be able to collect compensation money, as well. Board Member Pence reminded him that the value of any easement would be accounted for in the appraisal. Board Member Monroe commented that the either/or provision has worked well for a number of years, and he can't see a reason to change it now.

VICE CHAIR ROBLES MOVED THAT THE BOARD RECOMMEND OPTION 1 FOR ITEM 1. BOARD MEMBER MONROE SECONDED THE MOTION, WHICH CARRIED 3-1-1, WITH BOARD MEMBER PENCE VOTING IN OPPOSITION AND CHAIR CHEUNG ABSTAINING.

- **Item 2 – Monetary Compensation – Fair Market Value/Dollar Amount.** The **existing code** requires that monetary compensation be paid to the City *“in the amount of up to one-half the fair market value for the street, alley, or part thereof to be vacated unless acquired at “public expense” then full appraised value shall be paid.”* To be consistent with State Law, **staff is proposing** the following language, *“Payment to the City, prior to the effective date of the ordinance, in an amount of up to one-half the fair market value for the subject property unless the subject property was acquired at “public expense” or has been part of a dedicated public right-of-way for 25 years or more, in which case full fair market value shall be paid.”* She advised that the Planning Board did not request staff to provide alternative language for this item.

Board Member Monroe asked staff to explain why they are proposing the change. Mr. Lien responded that when the City's Street Vacation Ordinance No. 2493 was originally passed in 1985, it was consistent with the State Law in place at the time. The legislature later amended State Law in 2001 to add the language related to property that is acquired at public expense or dedicated public right-of-way for 25 years or more, and subsequent updates of the City code failed to bring this section into concurrence with the updated State Law.

City Attorney Taraday said the intent of this amendment is to conform City code to State Law. Board Member Monroe commented that it would be helpful to understand why the State Law was changed. City Attorney Taraday responded that he doesn't know why the State Law was changed. Board Member Monroe suggested that perhaps the reasoning was that if the City purchases a piece of property at full public expense, it should get full price when it is sold back. City Attorney Taraday agreed that might have been the reasoning behind the phrase, *“unless the subject property was acquired at “public expense.”* However, the language, *“or has been part of a dedicated public right-of-way for 25 years or more,”* could apply to a case where the City didn't pay anything. Board Member Monroe suggested that the phrase, *“or has been part of a dedicated public right-of-way for 25 years or more”* should be deleted from the staff's recommended language.

Board Member Pence observed that the purpose of the public expense caveat is to distinguish between rights-of-way that were dedicated to the City when subdivisions were platted and rights-of-way the City had to pay to acquire in order to build a street. In the case of subdivisions, the rights-of-way were gifted to the City as part of an approved subdivision. The City didn't pay anything for them. However, when the City needed to acquire rights-of-way to build streets, it had to condemn properties and pay full market value, and that's a public expense. City Attorney

Taraday agreed with this distinction, but said it is still not clear why State Law treats public expense acquisitions the same as dedications of 25 years or more.

City Attorney Taraday said that, when preparing the proposed amendment, he didn't focus on the "why" part because his perspective isn't to delve too deeply into why that particular law was changed by the legislature. His responsibility is to maximize the public's value. Board Member Pence commented that, having worked for the legislature earlier in his life, the 25-year provision has the look and feel of a number plucked out of the air or some handshake between interests. At some point, he would like to make a distinction between unopened alleys and public rights-of-way that have been improved and put into use to provide public access. He took issue with the City requiring compensation for vacating unopened alleys that have never provided any public access or benefit.

Vice Chair Robles voiced concern about applying fair market value, and questioned if a market of two could ever be fair. Unless anyone can bid on the easement property, it won't be possible to identify fair market. He suggested the best way to resolve this concern would be to specify the appraiser as being a licensed appraiser, and hopefully, a market will be created for appraisers that specialize in easements. He would like to see fair market articulated in either the selection of the appraisers or the way the process flows.

Board Member Rosen asked if the current language would lock street vacations to just adjacent property owners. City Attorney Taraday explained that for each proposed vacation, there is an underlying fee owner that is a known person or entity. The title, upon vacation, will always go to the underlying fee owner. When dealing with appraisals, the question isn't whether one person can outbid another person. The question is, how much, if anything, the underlying fee owner should pay to have those valuable property rights titled in their name.

Board Member Rosen asked what happens if the City decides to vacate an easement, but none of the adjacent property owners want to pay for the land. City Attorney Taraday answered that, if it was a City-initiated vacation with the finding that the public benefit accruing from the vacation alone is sufficient, no compensation would be required. He said council-initiated street vacations are rare, and he would assume the City Council would only do so if it would provide a public benefit. If a petitioner initiates a vacation, it is presumed the petitioner is interested in the value of the property.

Chair Cheung asked if staff has a rough estimate of what the fair market value of an easement might be. Mr. Lien provided a history of past vacation ordinances approved by the City (*See Attachment 5 of the Staff Report*):

- **Ordinance No. 3188** was initiated by the City in 1998. The City Council found that the public benefit be derived from the vacation outweighed the need for requiring compensation.
- **Ordinance No. 3189** was initiated by the City in 1998. The vacated right-of-way was adjacent to the cemetery and was vacated to support the construction of the columbarium.
- **Ordinance Nos. 3197 through 3208** were initiated by the City in 1998 at the urging of the City Engineer. They were all located in the Meadowdale area and most contained slopes in excess of 40%. No compensation was required for any the vacations due to the public benefits derived. The easements were rights-of-way the City did not want and had no plans to develop into streets.
- **Ordinance No. 3255** was privately initiated in 1999. The vacation would have allowed one additional building lot with a value ranging from \$30,000 to \$65,000. However, the abutting property owners agreed to waive the subdivision rights created by the vacation via a covenant recorded with the ordinance. The City Council reduced the required value to \$3,562.
- **Ordinance No. 3260** was privately initiated in 1999, and the City received compensation equal to half of the appraised value.
- **Ordinance No. 3463** was initiated by both the City and a private citizen in 2003. It appeared to be a cleanup of a past vacation that should have happened with a subdivision in 1987. The City Council considered three compensation options: 1) using the current (2003) land valuation for a total of \$31,050, 2) using the 1993 assessed valuation (when the current property owner purchased the property for a total of \$18,468; or 3) using the original 1987 calculation for a total of \$5,454. Since it appeared to be a City oversight that the vacation did not occur, the Council chose the 1987 valuation.

- **Ordinance No. 3470** was initiated by the City in 2003. The City had sold the adjacent property at 805 Bowdoin Way as surplus. As part of the sale, the City indicated it would vacate the right-of-way. It was determined that adequate compensation was received from the sale of the property and no additional compensation was required for the right-of-way.
- **Ordinance No. 3520** was initiated by the City in 2004. This vacation appeared to be a cleanup of some license agreement from 1973. One-half of the appraised value would have been \$8,000, but the City Council accepted the reduced payment because the subject property was burdened with access rights, the prior property owner refused to purchase the site, returning the property to the tax rolls would compensate the City through additional tax revenue, and the owners would incur additional costs.
- **Ordinance No. 3543** was initiated by a private citizen in 2005. The City received half of the appraised value (\$3,750) for the right-of-way that was vacated.
- **Ordinance No. 3551** was initiated by a private citizen in 2005. The City received half of the appraised value (\$62,500) for the right-of-way that was vacated.
- **Ordinance No. 3565** was initiated by a private citizen in 2005. The City received half of the appraised value (\$67,731) for the right-of-way that was vacated.
- **Ordinance No. 3647** was initiated by a private citizen in 2007. The fair market value of the property was appraised at \$22,500. The City Council reduced the compensation below 50% to reflect the costs associated with obtaining an appraisal and the other associated costs of the vacation process, as well as the required lot line adjustment and the cost of tree removal. A compensation of \$7,500 was required.
- **Ordinance No. 3662** was privately initiated in 2007. A compensation of \$1,400 was required, which was more than half of the appraised value that was submitted with the application. Two appraisals were submitted. The first had an assumed value of \$1,350 and another appraisal was for \$1,620. The appraisals were based on the differential values of similarly-sized and valued properties. The City Council did not feel that the appraisals appropriately reflected the value of the property. The applicant had offered to pay the City \$1,400 for the vacated right-of-way, and the City Council accepted that offer as adequate compensation.
- **Ordinance No. 3729** was initiated by the City Council in 2008. This is the vacation referred to by Mr. Reidy during his comments.
- **Ordinance No. 4028** was initiated by the City Council in 2016 after the City acquired Civic Field from the school district. Because the City was the property owner, no compensation or easements were required as part of the vacation.
- **Ordinance No. 4061** was privately initiated in 2017. The City received compensation of \$92,610, which was half of the appraised value. The property was zoned multifamily, and the vacated property would give the owner more square footage to develop more units.
- **Ordinance No. 4114** was privately initiated in 2018. The required compensation was \$28,800 or half of the appraised value.
- **Ordinance No. 4143** was privately initiated in 2019 and no compensation was required because the City retained easements.

Mr. Lien summarized that the value of the appraisal and required compensation depends on the size of the property, the zone it is located in, and other circumstances that vary site-by-site. Vice Chair Robles said it makes sense that negotiations happen between the City and private parties. If a developer needs additional land in order to increase the number of units, the City should be compensated appropriately. He said a fair market is defined as something where both sides have the same information and there is no asymmetric information. The minute the City places constraints on who can do an appraisal, the results are stacked in favor of one side or the other and the appraisal can no longer be considered fair market. He asked if it is too expensive to continue the City's current process or if the amendment intended to streamline the negotiation process and make it more uniform.

City Attorney Taraday said the idea behind wanting to limit which appraisers can be used is to create some uniformity and fairness between one street vacation petitioner and another. Historically, applicants have simply submitted an appraisal as part of the vacation application. Sometimes the appraisals are straight up and fair, but other times applicants present appraisals that appear result-oriented and low. He is concerned that some parties will take advantage if the City leaves it completely to the discretion of the applicant to select the appraiser. There will be some disparity in how fairly street vacation applicants are treated. The optional language provided by staff would

allow the City to provide an extensive list of appraisers. This would provide some quality control and also allow the applicant some input on who does the appraisal. He explained that an appraiser's primary job is to determine fair market value, and fair market value is defined as the price that a willing but not obligated buyer would pay and a willing but not obligated seller would sell. The most common way is via a comparable sales approach. Appraisers are trained to render an opinion as to what fair market value is, and the City wants to make sure it is dealing with appraisers who do it in a way that is above board. Appraisers are licensed by a Board and have different qualification designations. The main thing the City would look at when compiling the list would be whether or not an appraiser has experience with street vacation appraisals.

Board Member Rosen said he leans towards Option 1, which calls for an approved list of appraisers that meet all of the qualifications. The market will decide if there is any pious going on. A frequency of certain appraisers generating more appeals than others will provide another safety net. Chair Cheung concurred and suggested that having a larger list would be better. The Board discussed that the list should include at least six appraisers.

Board Member Robles asked if the compensation required would be the same for a developer who will gain enormously from a street vacation as opposed to a homeowner who just needs a corner for a detached accessory dwelling unit. City Attorney Taraday said his general understanding is that most appraisers doing this kind of work would take into account the highest and best use of the property before and after the street vacation. If a street vacation results in additional lots or units, the additional development potential would be reflected in the fair market value.

Board Member Monroe asked that the phrase, "*or has been part of a dedicated public right-of-way for 25 years or more*" be eliminated from the proposed amendment. Since Edmonds was primarily platted and built in the 1950s and 1960s, the provision would include almost all right-of-way. He said he cannot think of a logical reason why an applicant would be required to pay double the price after the 25th year. Chair Cheung said it appears that the provision was added to be consistent with State Law, but there is no clear explanation as to where the number came from.

Mr. Lien explained that, when the State legislature adopted the provision, they didn't specifically spell out the intent. However, the testimony that was given by the City of Tacoma and the Association of Washington Cities was that allowing cities to sell vacated streets and alleys for their appraised value allows more responsible management of public access and avoids the potential gift of public lands. The law was voted out of the house 93-0 and out of the senate 40-6.

City Attorney Taraday commented that Edmonds is so old that the vast majority of the streets will fall in the 25-year-and-over category. The real policy choice is whether you want to maximize market value or sell the rights-of-way for half price. The Board discussed that, if the 25-year provision is not eliminated, the majority of the City's rights-of-way would be subject to full market value upon vacation. Board Member Monroe suggested that, at the very least, the Board should make the Council aware that accepting the staff's recommendation would basically double the price of all street vacations.

BOARD MEMBER MONROE MOVED TO RECOMMEND THE STAFF'S RECOMMENDATION FOR ITEM 2, WITH ONE MODIFICATION TO REMOVE THE PHRASE, "*OR HAS BEEN PART OF A DEDICATED PUBLIC RIGHT-OF-WAY FOR 25 YEARS OR MORE.*" BOARD MEMBER ROBLES SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY

- **Item 3 – Appraisals – Applicability and Waiver.** The **existing code** requires an appraisal to be submitted upfront with the application, and **staff is proposing** clarifying language that an appraisal is not required if a utility easement only is proposed to be vacated. In response to Planning Board feedback at the last meeting, the **staff recommendation** was updated to include applicability and waiver sections. The applicability section states, "*where the Resolution of Intent to Vacate includes a compensation requirement, an independent appraisal shall be required.*" With regard to the appraisal fee, some additional language was added to state that, "*for street vacations initiated by City Council, the City shall be responsible for any associated appraisal fees.*" A waiver section was added that states, "*the requirement for an appraisal and subsequent monetary compensation will be waived if a*

*street vacation initiated by City Council by resolution includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without monetary compensation to the City.” If the Planning Board determines the granting of an easement and/or substitute right-of-way negates the ability to collect monetary compensation and therefore the appraisal becomes unnecessary, then **Option 1** would amend the waiver section to allow for the appraisal and monetary compensation requirement to be waived if, “a) the resolution for a City Council initiated street vacation includes a finding that the public benefit accruing from the vacation alone is sufficient to justify the vacation without any monetary compensation to the City,” and “b) the resolution conditions the street vacation upon the reservation and/or granting of a public easement or substitute public right-of-way to the City of Edmonds (or a third party).”*

Board Member Robles said he likes the concept of waivers. If the City is going to maximize its benefit, the public should have the rights and tools available to maximize their own benefit, as well, through a negotiation process.

Board Member Monroe requested clarification of the term “third party.” Does it refer only to utilities or can private developers obtain third-party rights. Ms. McConnell said a reference was made to a recent street vacation where the school district had a storm utility pipe that ran through the property. An easement was retained for the school district as a condition of approval. The condition was placed on the vacation to address an existing utility. Board Member Monroe requested additional information about Ordinance No. 3729, which was a temporary construction easement for a street vacated for approval of a 3-lot short plat. Ms. McConnell said she wasn’t involved with this street vacation, which involved a short plat adjacent to the alley. In the process of vacating the alley, the City acknowledge that the development of the short plat was intending to utilize the alley for access to their construction project. A temporary construction easement was retained in that case for the developer to complete the improvements.

Other than the circumstances surrounding Ordinance No. 3729, Board Member Monroe asked if “third party” refers to existing utilities or if the City would maintain a corridor for future utility installations. Ms. McConnell said the intention is not for third party future use, but there may be City future uses considered.

Chair Cheung said he supports recommending the additional language outlined in Option 1 if the City Council adopts the Board’s recommendation to retain the either/or language (Item 1).

CHAIR CHEUNG MOVED THAT THE BOARD RECOMMEND OPTION 1, WITH THE UNDERSTANDING THAT IT WOULD ONLY APPLY IF THE CITY COUNCIL ADOPTS THE PLANNING BOARDS RECOMMENDATION OF OPTION 1 FOR ITEM 1. BOARD MEMBER MONROE SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

City Attorney Taraday clarified that the Board’s recommendation for Item 3 would follow suit for whatever results with Item 1. If the City Council takes a different action on Item 1, then Option 1 for Item 3 would no longer apply.

- **Item 4 – Selecting an Appraiser.** The **existing code** requires an appraisal at the time of application, and the applicant pays for and provides his/her own appraisal. The City has no regulations beyond the language that requires a qualified land appraiser with an MAI designation. **Staff’s proposal** states, “*If the City Council adopts a Resolution of intent to Vacate the subject property, the director shall be authorized to obtain an appraisal of the fair market value of the subject property from a qualified appraiser, taking into account any reduction in fair market value associated with the conditions imposed in the Resolution of Intent, including but not limited to a condition requiring the dedication of an alternative right-of-way.*” As a **Planning Board Option 1**, the words, “*from a qualified appraiser*” could be eliminated and language could be added that states, “*the appraiser will be selected by the applicant from a city-approved list.*”

Chair Cheung asked how the City would define the term “qualified appraiser.” Ms. McConnell said the intent is for the City to have a contract in place with an appraiser consulting firm. The process of selecting a specific consultant would involve a review of qualifications to confirm applicability and experience related to street vacations. Board Member Rosen clarified that the difference between the staff’s recommendation and Option 1 is a sole source versus

a roster. Chair Cheung summarized that, as per the staff's recommendation, there would only be one qualified appraiser. Under Option 1, the City would provide a list of qualified appraisers for applicants to choose from.

Board Member Monroe recalled that, at the last meeting, the Board agreed that the appraisal should be moved to the end of the street vacation process rather than requiring an appraisal at the time of application. Ms. McConnell said this change was included in the proposed code amendments, but was not listed on the table because the Board was in agreement that it should be moved to a later point in the process. This change will be pointed out when the amendments are presented to the City Council.

BOARD MEMBER ROSEN MOVED THAT BOARD RECOMMEND OPTION 1 FOR ITEM 4, WITH THE ADDITIONAL LANGUAGE, "NO FEWER THAN SIX." BOARD MEMBER MONROE SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

- **Item 5 – Challenging a Condition.** There is no **existing code** language that details how an applicant may appeal a condition. Language with regard to challenging conditions imposed in the Resolution of Intent to Vacate would provide the applicant clarity on the appeal process where none is provided in the State code. It would also provide certainty to the City that the ordinance passed by the City Council would not be challenged once the vacation becomes effective. The **staff recommendation** includes language providing a 30-day appeal period, which is longer than the usual 21-day appeal period for land-use decisions. If the Board feels that a longer appeal period is necessary, **Option 1** would add a clause to make sure that the street vacation is dealt with appropriately, depending on when an appeal comes in.

The majority of the Board indicated support for an appeal period longer than 39 days, and most felt that 60 days would be a more appropriate option.

BOARD MEMBR ROSEN MOVED THAT THE BOARD RECOMMEND OPTION 1 FOR ITEM 5. BOARD MEMBER MONROE SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

At the request of City Attorney Taraday, the Board confirmed that the motion includes the red text provided in the table for Item 5.

REVIEW OF THE JOINT CITY COUNCIL/PLANNING BOARD MEETING

Board Member Rosen reviewed the City Council's suggestions for items the Board should add to its extended agenda. The list included:

- Implementation of code update for the Urban Forest Management Plan (UFMP)
- Implementation of code update for the climate goals
- Implementation of code update for the Washington State Roadmap
- Low-impact development code review
- Five Corners code update
- Sustainable construction code review
- Stormwater handling code review
- Identifying nonconforming buildings and areas under performing
- Subdivision code review

Board Member Rosen said he sensed some frustration by City Council Members who felt they had been asking for subdivision code review for several years. He suggested that the listed items should be added to the Board's agenda, with some parameters around scheduling. The Board acknowledged that available staff time would need to be considered when scheduling the items on the extended agenda. Mr. Chave explained that some of the items will be longer term, and others shorter term. There are also pending items on the Board's agenda that weren't mentioned at the joint meeting.

City Council Agenda Item

Meeting Date: 10/15/2019

Monthly Council Subcommittee Reports and Minutes

Staff Lead: Council

Department: City Clerk's Office

Preparer: Scott Passey

Background/History

N/A

Staff Recommendation

N/A. For information only.

Narrative

This is an opportunity for Councilmembers to report on items discussed at their committee meetings held the previous week. The committee meeting minutes are attached.

Attachments:

PPW100819

FC100819

Minutes

PARKS & PUBLIC WORKS COMMITTEE MEETING October 8, 2019

Elected Officials Present

Councilmember Kristiana Johnson (Chair)
Council President Adrienne Fraley-Monillas
Councilmember Teitzel (portion of mtg.)
Mayor Dave Earling (portion of mtg.)

Staff Present

Phil Williams, Public Works Director
Shannon Burley, Deputy Parks Director
Jeannie Dines, Recorder

The meeting was called to order at 6:00 p.m. in Council Chambers.

1. ILA Verdant Health Commission – Outdoor Fitness Zones Amendment

Ms. Burley explained the City was awarded funding for two outdoor fitness zones from Verdant in 2019. This is an amendment to the ILA that the Council approved in March 2019, extending the time allowed to construct the Mathay Ballinger Fitness area. Discussion followed regarding the stormwater work in Mathay Ballinger, timing of this project and the stormwater project, and parking during the stormwater project.

Action: Schedule on Consent Agenda

2. Marsh Boardwalk Easement

Ms. Burley explained in 2018 it was determined the City's easement for the boardwalk at the marsh was only for a portion of the boardwalk. Following that determination a survey was conducted, to define the boardwalk in its entirety with a 2 foot buffer; this easement represents the entire boardwalk. The easement, granted by the Port of Edmonds, authorizes the City to maintain, operate, repair and reconstruct the boardwalk at the Edmonds Marsh. Discussion followed regarding reference to the boardwalk in Windward's study, invasive species, and Parks' efforts to remove invasive species.

Action: Schedule on Consent Agenda

3. Hyundai Pedestrian Easement

Mr. Williams explained there are two easements in the wedge between 76th and Hwy 99 south of 220th, one property owner and two car dealerships making improvements. The first application for the Mazda Showroom was submitted prior to the code change regarding frontage improvements in the General Commercial zone. The Lynnwood Mazda property will have 1.5 feet of sidewalk on private property to accommodate trees and tree grates and the necessary amount of clear zone behind the sidewalk. The application for the Hyundai Showroom was submitted after the code change which requires small public spaces along the frontage which results in a staggered easement that ranges from 2 to 6.5 feet on the Hyundai property. The easement will be provided at no cost to the City and Hyundai will construct the frontage improvements. Discussion followed regarding the "amenity space garden" on the Hyundai property (proposed by the developer as part of public space), public access to the amenity space, and who benefits from the amenity space.

Staff will confer and respond to Councilmember Johnson regarding how public access to the amenity space garden meets the code requirement.

Action: Staff provide additional information to Councilmember Johnson and she will decide whether to schedule on Consent Agenda or full Council

4. **Lynnwood Mazda Pedestrian Easement**

As described above, Mr. Williams explained the Lynnwood Mazda application was submitted before the code change. The project will install new street trees along both property frontages and widen the sidewalk which requires granting a 1.5 feet wide pedestrian easement to the City to accommodate the wider sidewalks. Discussion followed regarding the difference between the width of the easement for Mazda (1.5 feet) and Hyundai (2.5 to 6 feet).

Action: Schedule on Consent Agenda

5. **Presentation of a Professional Services Agreement with Tetra Tech for the Ballinger Regional Facility**

Mr. Williams explained the adopted 2019 budget included funding to initiate a feasibility study and pre-design steps for a proposed regional infiltration facility at Mathay-Ballinger Park. Lake Ballinger is plagued with numerous issues including urban flooding, algae blooms from poor water quality, invasive vegetation, and temperature stratification. The project seeks to improve water quality and temperature conditions in Lake Ballinger by treating and infiltrating a portion of the runoff from the basin, which includes the heavily urbanized Highway 99 corridor

The predesign will determine the feasibility and if so, what modifications/approvals will be required from Ecology. The predesign was put out for proposals and Tetra Tech was selected. Tetra Tech will develop two separate alternatives to 30% design, present that to City Council for approval followed by design and construction. Discussion followed regarding issues that will be determined during predesign, the drainage basins to the west and east of Hwy 99, and preliminary cost estimates. The draft scope and fee is being refined by staff and the consultant and will be finalized before it is scheduled for Council.

Action: Schedule for full Council if the PSA is over \$50,000 and Consent Agenda if less than \$50,000

6. **Citywide Pedestrian Enhancements Project -Easements**

Mr. Williams explained this is an approximately \$2M project and the City received a \$1.5M grant. Improvements will be made at nine intersections, seven of which are pedestrian activated Rectangular Rapid Flashing Beacons (RRFB) and a HAWK signal. The packet includes a map of the crossings. Six of the easements (temporary construction and permanent easements) have been signed and are ready to be accepted. The total cost of the six easements is \$30,000. One of the remaining projects will not require a permanent easement and two that require larger permanent easements will be presented at a future meeting.

Discussion followed regarding how the value of the easements was determined, appraisals and other factors used in negotiating the value of the easement, location of the HAWK signal near Maplewood Presbyterian Church, reason for a HAWK signal versus an RRFB, the unsignalized intersection at Maplewood Drive & 196th and past presentations regarding solutions at that intersection, and a suggestion to have staff reconsider a solution to the Maplewood Drive & 196th intersection.

November PPW agenda item: Staff update regarding Maplewood Drive & 196th intersection

Action: Schedule on Consent Agenda

7. **Investment Grade Audit for Citywide ESCO Project**

Mr. Williams relayed the preliminary 2020 budget includes an increased amount for capital facility renewal and a great deal of work will be required next year if that is approved. The facility condition assessment identified significant deferred maintenance, many of which provide an opportunity to save energy and the potential for an Energy Services Contracting (ESCO) project. McKinstry will conduct an

energy audit on a subset of projects; the audit would identify projects with energy savings, package them into one ESCO project with a guaranteed maximum cost and guaranteed energy savings. The projects are also monitored to ensure the guaranteed energy savings are being realized.

Mr. Williams recommended using 2019 capital renewal funds to commission the audit so an ESCO project could begin in 2020. The packet includes the proposed scope of work; the cost of the energy audit is \$40,000 and the estimated project cost is \$1M. He pointed out the City pays the cost of the audit regardless of whether the City decides to pursue an ESCO project.

Questions and discussion included why the investment grade audit was not done at the same time as the facility condition assessment, the importance of addressing deferred maintenance, past ESCO projects, deficiencies identified in the building condition assessment that do not result in energy savings, the audit identifying the most impressive energy saving projects, McKinstry developing a list of energy saving projects and alternatives for addressing deficiencies, cost of the facility condition assessment, ESCO project combining guaranteed costs and guaranteed savings, when projects would be implemented, possibly repurposing funds from the 511 Fund, funding the audit from 2019 capital renewal funds so projects can begin in 2020, how long it will take to catch up on \$6.5M deferred maintenance, and the cost to address deferred maintenance versus ongoing maintenance.

Action: Schedule for full Council

8. PUD Aerial and Ground Easement at SE Corner of Frances Anderson Field (NW Corner of Dayton & 8th)

Mr. Williams explained staff is reviewing a proposal for a power pole relocation on the southeast corner of the Frances Anderson Center playfield due to an ADA intersection improvement being done as part of the Dayton Utility Replacement Project. PUD is proposing to locate the pole outside the right-of-way on the playfield parcel. An easement for the pole as well as an aerial easement will be required. Once the details are negotiated, he requested it be scheduled on the Consent Agenda.

Action: Schedule on future Consent Agenda

Update on Water issues at Civic Park

Mr. Williams reported Parks and Public Works are working on a process to define that project, whether an upstream project would be feasible, the cost, etc. Ms. Burley explained a two part solution is being considered to address the water at Civic, 1) , raising the grade to deal with the high ground water table, and 2) a potential project at Yost Park which is in the same watershed to capture water that runs off the parking lot, inject it into a well to allow it to dissipate more slowly which would be helpful to the stream habitat as it would reduce flooding and provide a credit for upstream mitigation. A meeting is scheduled later this week to discuss the preliminary results of drilling. Mr. Williams offered to provide an update at the November PPW meeting.

The meeting was adjourned at 6:57 p.m.

Minutes

FINANCE COMMITTEE MEETING October 8, 2019

Elected Officials Present

Councilmember Diane Buckshnis (Chair)
Councilmember Tom Mesaros
Councilmember Dave Teitzel (portion of mtg.)
Mayor Dave Earling (portion of mtg.)

Staff Present

Scott James, Finance Director
Shane Hope, Development Services Director
Dave Turley, Assistant Finance Director
Frances Chapin, Arts & Culture Program Mgr.
Jerrie Bevington, Recorder

The meeting was called to order at 6:00 p.m. in the Jury Meeting Room.

1. Approval of Expenditure for Historic Informational Panel

Councilmember Teitzel explained in January he was contacted by Lindsay Echelbarger, one of the owners of Salish Crossing, about partnering with the City in creating an informational panel about the old Edmonds High School portico on the southeast corner of the Salish Crossing parking lot on SR 104 & Dayton. He described the history of the portico: Edmonds High School, originally located on the ECA site, was built in 1909, and demolished in 2005. The portico was preserved and stored for nearly a decade in the old Public Works site. The Echelbargers were contacted when the City wanted to dispose of the portico and, recognizing the historic importance to Edmonds, ultimately retrieved the portico, restored it and mounted at its current location, investing nearly \$200,000.

Councilmember Teitzel proposed an informational panel (similar to the sign on Sunset Avenue) that would explain the significance of the old Edmonds High School portico. An easement may be required to place the sign on private property. City Attorney Jeff Taraday indicated this was not a gift of public funds due to the easement and City's ownership of the sign. The cost for design, fabrication and installation of the sign is approximately \$4,000. Funding sources include Council Contingency Fund or General Fund fund balance. The Historic Preservation Commission liked the concept of signage to explain a historic object, but as the object was not in its original location, chose not to take a position. They suggested contacting the Museum Board who was very enthusiastic and supported the signage.

Questions and discussion included a similar easement obtained to install the wayfinding sign, passersby who have asked about the portico, why the school district did not claim the portico, and consideration originally given to placing the portico on the ECA site. Committee members expressed support for funding the sign from the Council Contingency.

Action: Schedule for full Council

2. August 2019 Monthly Financial Report

Mr. Turley provided highlights:

- Property taxes on track
- Sales tax revenue on budget (slightly higher than 2018)
- REET revenue slightly lower budget
- Capital project funds at approximately 20%, typical for August
- August is 67% through the year
- Plan to close Drug Asset Forfeiture Fund (Fund 104) due to change in federal regulations

Questions and discussion included the Other Miscellaneous Revenue fund, plan check fees for projects that will be constructed next year, whether there will be carryforward for Construction Projects expenditures and whether Construction Projects should be budgeted differently (in multiple years instead of one year), bond rates, and telephone utility tax.

Action: Schedule on Consent Agenda

3. **3rd Quarter Budget Amendment**

Mr. James reviewed:

- Revenue: \$114,000
- Expenses: \$187,000
- Decrease fund balance: \$72,000
- 10 decision packages
 1. Grant from the Washington State Arts Commission for the Creative Arts District
 2. Outside consultant plan review of building permits due to increase in permitting activity (funded via permit revenues)
 3. Service expansion for existing GovQA Online Records Request System to add Edmonds Municipal Court
 4. Fund half of salary/benefits of Lynnwood Police Department sergeant assigned to Snohomish County Regional Drug Task Force from fund balance due to change in federal regulations related to asset forfeitures and distribution of funds
 5. Funding provided by Edmonds Police Foundation for K-9 training bite suit and recruiting materials
 6. Grant from Seattle FD and WA Traffic Safety Commission to reimburse overtime
 7. Additional security at Taste of Edmonds (half funded by Chamber of Commerce)
 8. Collection of special assessment bond issue payments, write-off of one receivable and close out of LID Fund 211
 9. Increase and maintenance on previously purchased software/systems
 10. Windward open house

Questions and discussion included ongoing expenses that will be included in future budgets, funding of the Windward study, and reimbursable grants.

Action: Schedule for full Council

4. **Update on Civic Park Bonds**

Mr. James reported on a presentation to Standard & Poors regarding the City's bond rating. Standard & Poors will issue a rating as soon as October 17th and the bond sale will occur at the end of October. Discussion included the anticipated bond rate.

Action: Information only

The meeting was adjourned at 6:47 p.m.

City Council Agenda Item

Meeting Date: 10/15/2019

Investment Grade Audit for Citywide ESCO Project

Staff Lead: Phil Williams

Department: Engineering

Preparer: Megan Luttrell

Background/History

The Facilities Division commissioned a Facility Condition Assessment in 2018-19 to determine a measurable baseline for the City's facilities condition. This assessment showed significant deferred maintenance of 6.5 million dollars. In order to leverage this information and move forward addressing these deficiencies, we are asking to use existing capital dollars to commission an Investment Grade Audit through the State of Washington's ESCO program.

Staff Recommendation

We recommend the City approve the use of 2019 capital renewal funds to commission an Investment Grade Audit to determine the viability of a new ESCO phase to address deferred maintenance items that will qualify for this Department of Enterprise services program. Our proposal is for \$40,000.00 to cover the audit which will include project implementation costs.

Narrative

The investment Grade Audit will analyze the performance based contracting measures along with their associated savings, costs, and potential for utility rebates and grants. This Audit will look at each of the City's 18 buildings for the highest potential opportunities in: Lighting; Building Controls; Mechanical, Electrical and Plumbing Electronic controls; Air Compressors; Windows; and Hot Water Heaters. From this audit, we expect an Energy Services Proposal that aligns Facilities Capital investment to meet known deferred maintenance needs and target energy costs savings while looking towards future divestment in fossil fuels. These divestment efforts would include the viability of alternative energy sources and focus equipment replacement with electric options rather than traditional fossil fuel replacements.

Attachments:

Citywide ESCO_McKinstry



August 22nd, 2019

Thom Sullivan
Facilities Manager
City of Edmonds
7110 210th St SW
Edmonds, WA 98026

**Subject: Investment Grade Audit Proposal
City of Edmonds**

Dear Mr. Sullivan:

The City of Edmonds is interested in improving the energy efficiency and facility operation of the City buildings through a performance-based contract with McKinstry. This proposal will provide the guidelines for which McKinstry will provide the following tasks:

1. Conduct an Investment Grade Audit at the target facilities.
2. Develop a comprehensive Energy Services Proposal for selected initiatives.

List of target facilities to be studied is provided below that reflect phase I of the cities energy conservation efforts to aid in correcting identified deferred building needs.

INVESTMENT GRADE AUDIT (IGA): The audit will identify and analyze performance-based contracting measures along with their associated savings, costs, and potential for **utility rebates and grants**. The list of high potential opportunities to be investigated is provided below. The final deliverable of the IGA will be an energy services proposal (ESP) for implementation of viable initiatives with associated energy cost savings.

Building	Address	Gross Area	IGA Scope of Work
Boys and Girls Club	275 6th N. Edmonds, 98020	6,856	(a)
Cemetery Building	820 15th St. SW Edmonds, WA. 98020	759	(a)
City Hall	121 5th Ave N. Edmonds, WA.	34,074	(a), (b), (c), (e)
Fishing Pier	200 Admiral Way	1,200	(a)
Frances Anderson Center	700 Main St. Edmonds, WA.	55,000	(a), (f)
FS 16	8429 196th SW Edmonds, WA. 98026	10,700	(a)
FS 17	275 6th Ave N. Edmonds, WA.	9,800	(a)
FS 20	23009 88th Ave W. Edmonds, WA. 98026	6,400	(a)
Historic Log Cabin	120 5th Ave N. Edmonds, WA.	372	(a)
Historical Museum	120 5th Ave N. Edmonds, WA.	3,910	(a)
Library and Plaza Room	650 Main St. Edmonds, WA.	19,520	(a)
Meadowdale Club House	6801 N. Meadowdale Rd. Edmonds, WA. 98026	3,950	(a)
Old Public Works	200 Dayton St. Edmonds, WA.	14,100	(a), (d)
Parks Maintenance Building	600 3rd Ave Edmonds, WA.	4,868	(a)
Public Safety Building	250 5th Ave N. Edmonds, WA 98020	30,940	(a), (f), (g)
Public Works O&M Center	7110 210th St. SW Edmonds, WA. 98026	28,000	(a)
Wade James Theater	950 Main St. Edmonds, WA. 98020	6,289	(a)
Yost Pool House	9520 Bowdoin Way Edmonds, WA. 98020	4,664	(a)

- (a) Lighting Audit
(b) Controls upgrade
(c) Re-commission MEP systems
(d) Air Compressors
(e) Fenestration improvements
(f) Controls Optimization
(g) Water Heater



REQUESTED INFORMATION: For effective execution of this proposal we ask that the City of Edmonds provide access to the following:

- ✓ Good Faith Survey for all buildings in scope
- ✓ Historical utility bills for the last 24 months.
- ✓ All mechanical, electrical, architectural, structural and building controls drawings.
- ✓ Access to Building Automation System (BAS).
- ✓ All operational and maintenance manuals, balancing records, & specifications.
- ✓ Operational records related to the cost of maintaining specific equipment.
- ✓ Information with regards to any on-going maintenance contracts.
- ✓ Access to individuals that have relevant information pertaining to the day-to-day operation of energy using systems on site.

TIMELINE AND MILESTONES: McKinstry will initiate this scope of work immediately upon acceptance of this proposal and establishment of a professional services agreement based on McKinstry's existing master agreement with the Department of Enterprise Services (DES). Formal progress review meetings will be conducted regularly throughout the study phase. During these review meetings, McKinstry will recommend measures based on the analysis, while the City of Edmonds and DES will provide final direction regarding recommended measures. The goal of these review meetings is to focus engineering efforts, budgeting, and savings assessment on those measures that possess a high probability for implementation. McKinstry will target completion of the IGA within 100 calendar days of a notice to proceed.

CRITERIA FOR IMPLEMENTATION: It is the City of Edmonds's intent that McKinstry will implement all approved projects that meet the following criteria.

- ✓ Facility Improvement Measures shall be life cycle cost effective as an aggregate using the Office of Financial Management (OFM) life cycle cost model tool.
- ✓ Not more than 90% of the energy cost savings may be used to help repay a loan, if applicable.
- ✓ McKinstry will work with the clients' utilities and other entities to secure conservation grant funding or low interest loans for applicable measures.
- ✓ Client may list favorable subs and equipment

Investment Grade Audit Fee: The City of Edmonds will reimburse McKinstry for a lump sum of **\$40,000** for this scope of work. All fees assessed under this proposal **will be included in the final project implementation costs.** In the event that McKinstry is unable to recommend projects that meet the criteria above, the City of Edmonds has no financial obligation to McKinstry. However, if the recommendations meet or exceed the Criteria for Implementation and the City of Edmonds chooses not to enter into an agreement with McKinstry to install the projects, the City of Edmonds will reimburse McKinstry for the Investment Grade Audit fee. All associated information, including deliverables, will become the property of the City of Edmonds upon final receipt of payment. Deliverables are listed in attachment (A).

We look forward to working with the City of Edmonds and DES on a successful project. Please call should you have any questions.

Best Regards,
Grant Haag
Account Executive Energy
206-247-6597

cc: Butch Boles, DES



Attachment A Investment Grade Audit Deliverables

The Investment Grade Audit for the City of Edmonds will include the following elements:

1. A DESCRIPTION OF THE SYSTEMS WHICH SHALL RECEIVE ESCO EQUIPMENT AND ESCO SERVICES;
2. THE COST-EFFECTIVE FACILITY IMPROVEMENT MEASURES (FIMS) TO BE INSTALLED OR CAUSED TO BE INSTALLED BY THE ESCO AND A DESCRIPTION OF THE FIMS ANALYZED BUT DISQUALIFIED UNDER THE COST EFFECTIVENESS CRITERIA;
3. A DESCRIPTION OF THE SERVICES THAT THE ESCO WILL PERFORM OR CAUSE TO BE PERFORMED ON OR IN THE INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO ENGINEERING, CONSTRUCTION MANAGEMENT, THE OPERATIONS AND MAINTENANCE PROCEDURES FOR USE ON ESCO EQUIPMENT, TRAINING FOR PERSONNEL, WARRANTY SERVICE PROVIDED, AND EQUIPMENT MAINTENANCE PROVIDED;
4. THE MAXIMUM ALLOWABLE PROJECT COST;
5. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT, ALONG WITH RECOMMENDATIONS FOR IMPROVEMENTS TO EXISTING EQUIPMENT AND OPERATING CONDITIONS;
6. THE SERVICE STANDARDS APPROPRIATE FOR THE INFRASTRUCTURE;
7. THE BASELINE ENERGY CONSUMPTION, INCLUDING THE DATA, METHODOLOGY AND VARIABLES USED TO COMPUTE THE BASELINE, AND THE BASELINE CALENDAR PERIOD WHICH SHALL NOT BE LESS THAN TWELVE (12) MONTHS;
8. THE ESTIMATED ENERGY SAVINGS AND ENERGY COST SAVINGS THAT ARE EXPECTED TO RESULT FROM THE INSTALLATION OF THE ESCO EQUIPMENT AND FROM THE ESCO SERVICE, AND AN EXPLANATION OF THE METHOD USED TO MAKE THE ESTIMATE;
9. THE METHOD BY WHICH ENERGY SAVINGS AND ENERGY COST SAVINGS WILL BE CALCULATED DURING THE TERM OF THE ENERGY SERVICES AGREEMENT;
10. A DESCRIPTION OF HOW PROJECT FINANCING (IF REQUIRED) WILL BE COMPLETED;
11. A DESCRIPTION OF HOW THE ENERGY SAVINGS WILL BE GUARANTEED BY THE ESCO;
12. A DESCRIPTION OF HOW THE ESCO PROPOSES TO BE COMPENSATED;
13. THE SCHEDULE FOR PROJECT COMPLETION;
14. THE NATURE AND EXTENT OF THE WORK AND EQUIPMENT THAT THE ESCO ANTICIPATES IT WILL RECEIVE FROM OTHER FIRMS UNDER SUBCONTRACT;
15. DETAILED MEASUREMENT AND VERIFICATION (M&V) PLAN

City Council Agenda Item

Meeting Date: 10/15/2019

3rd Quarter Budget Amendment

Staff Lead: Scott James

Department: Administrative Services

Preparer: Scott James

Background/History

Amend the 2019 Budget Ordinance No. 4156.

Staff Recommendation

Staff recommends the Council approve Ordinance No. XXXX amending the 2019 Budget.

Narrative

There are a total of eleven budget amendment requests. Ten of the requests are new items for the Council to consider and one has been previously discussed by Council.

Attachments:

3rd Quarter DP Chart for Agenda Memo

3rd Quarter Budget Amendment Ordinance

2019 3rd Quarter Budget Amendment Exhibits

Page #	Description	Cash (Increase) Decrease
General Fund 001		
1	Martin Luther King Tribute	\$3,500
2	Creative District Grant	\$0
3	Consultant Plan Review	\$0
4	GovQA Software Expansion	\$4,000
5	Narcotics Task Force Sergeant	\$81,278
6	Police Equipment Reimbursements	\$0
7	Police Reimbursable Overtime	\$0
8	Taste of Edmonds Security	\$3,776
11	Open House - Edmonds Marsh Study	\$1,515
	Impacts to Ending Cash	<u>\$94,069</u>
Contingency Reserve Subfund 012		
9	Interfund Transfer - Close 211	<u>(\$35,887)</u>
	Impacts to Ending Cash	<u>(\$35,887)</u>
LID Control Fund 211		
9	Interfund Transfer - Close 211	\$23,487
9	Penalties Special Assessment	(\$3,500)
9	Interest Special Assessment	(\$3,800)
9	Assessment Principal	<u>(\$16,187)</u>
	Impacts to Ending Cash	<u>\$0</u>
Technology Rental Fund 512		
10	Software Price & Maintenance Increase	<u>\$18,260</u>
	Impacts to Ending Cash	<u>\$18,260</u>
	Total of Impact to Ending Cash	<u>\$ 76,442</u>

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, AMENDING ORDINANCE NO. 4156 AS A RESULT OF UNANTICIPATED TRANSFERS AND EXPENDITURES OF VARIOUS FUNDS, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, previous actions taken by the City Council require Interfund Transfers and increases in appropriations; and

WHEREAS, state law requires an ordinance be adopted whenever money is transferred from one fund to another; and

WHEREAS, the City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2019 Budget; and

WHEREAS, the applications of funds have been identified;

THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Section 1. of Ordinance No. 4156 amending the budget for the fiscal year 2019 is hereby amended to reflect the changes shown in Exhibits A, B, C, and D adopted herein by reference.

Section 2. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

MAYOR, DAVE EARLING

ATTEST/AUTHENTICATE:

CITY CLERK, SCOTT PASSEY

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

BY _____

JEFF TARADAY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Attachment: 3rd Quarter Budget Amendment Ordinance (3rd Quarter Budget Amendment)

SUMMARY OF ORDINANCE NO. _____

of the City of Edmonds, Washington

On the ____ day of _____, 2019, the City Council of the City of Edmonds, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, AMENDING ORDINANCE NO. 4156 AS A RESULT OF UNANTICIPATED TRANSFERS AND EXPENDITURES OF VARIOUS FUNDS, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2019.

CITY CLERK, SCOTT PASSEY

Attachment: 3rd Quarter Budget Amendment Ordinance (3rd Quarter Budget Amendment)

EXHIBIT "A": Budget Amendment Summary (October 2019)

FUND NO.	FUND DESCRIPTION	2019 BEGINNING FUND BALANCE	REVENUE	EXPENDITURES	2019 ENDING FUND BALANCE
001	GENERAL FUND	11,233,278	45,688,605	45,518,247	11,403,636
009	LEOFF-MEDICAL INS. RESERVE	333,447	437,980	466,920	304,507
011	RISK MANAGEMENT RESERVE FUND	929,908	28,210	931,523	26,595
012	CONTINGENCY RESERVE FUND	5,564,260	218,287	3,835,827	1,946,720
014	HISTORIC PRESERVATION GIFT FUND	12,607	5,230	11,200	6,637
016	BUILDING MAINTENANCE FUND	210,221	-	-	210,221
017	MARSH RESTORATION & PRESERVATION FUND	309,178	556,800	-	865,978
018	EDMONDS HOMELESSNESS RESPONSE FUND	225,443	-	1,862	223,581
019	EDMONDS OPIOID RESPONSE FUND	250,000	-	200,000	50,000
104	DRUG ENFORCEMENT FUND	1	165,430	45,800	119,631
111	STREET FUND	1,343,329	1,859,270	2,252,028	950,571
112	COMBINED STREET CONST/IMPROVE	859,217	7,139,933	6,892,395	1,106,755
117	MUNICIPAL ARTS ACQUIS. FUND	570,633	152,647	181,880	541,400
118	MEMORIAL STREET TREE	18,899	580	-	19,479
120	HOTEL/MOTEL TAX REVENUE FUND	89,938	98,264	108,934	79,268
121	EMPLOYEE PARKING PERMIT FUND	77,046	26,170	26,880	76,336
122	YOUTH SCHOLARSHIP FUND	15,030	1,680	3,000	13,710
123	TOURISM PROMOTIONAL FUND/ARTS	70,586	31,250	32,000	69,836
125	PARK ACQ/IMPROVEMENT	2,230,820	1,597,600	3,383,286	445,134
126	SPECIAL CAPITAL FUND	2,562,524	1,604,020	3,872,301	294,243
127	GIFTS CATALOG FUND	295,225	97,800	109,454	283,571
130	CEMETERY MAINTENANCE/IMPROV	212,775	182,560	194,707	200,628
136	PARKS TRUST FUND	160,616	4,870	5,000	160,486
137	CEMETERY MAINTENANCE TRUST FD	985,657	44,500	-	1,030,157
138	SISTER CITY COMMISSION	8,102	10,240	10,500	7,842
211	LID FUND CONTROL	12	35,887	35,887	12
231	2012 LTGO DEBT SERVICE FUND	-	716,420	716,410	10
332	PARKS CONSTRUCTION	2,209,541	2,885,649	3,997,428	1,097,762
421	WATER	21,205,813	10,473,626	12,938,995	18,740,444
422	STORM	11,913,622	5,461,148	10,019,772	7,354,998
423	SEWER / TREATMENT PLANT	45,890,096	14,386,296	17,721,484	42,554,908
424	BOND RESERVE FUND	843,961	1,995,280	1,991,210	848,031
511	EQUIPMENT RENTAL FUND	9,552,483	1,763,760	2,933,431	8,382,812
512	Technology Rental Fund	623,458	1,101,798	1,198,171	527,085
617	FIREMEN'S PENSION FUND	217,698	72,040	137,223	152,515
	Totals	121,025,424	98,843,830	119,773,755	100,095,499

Attachment: 3rd Quarter Budget Amendment Ordinance (3rd Quarter Budget Amendment)

EXHIBIT "B": Budget Amendments by Revenue (October 2019)

FUND NO.	FUND DESCRIPTION	Adopted Budget Ord. #4136 1/1/2019	Adopted Amendment Ord. #4144 2/20/2019	Adopted Amendment Ord. #4148 4/24/2019	Adopted Amendment Ord. #4156 7/24/2019	Proposed Amendment Ord. # 10/2019	2019 Amended Revenue Budget
001	General Fund	\$ 40,774,939	\$ -	\$ 91,255	\$ 4,767,350	\$ 55,061	\$ 45,688,605
009	Leoff-Medical Ins. Reserve	437,980	-	-	-	-	437,980
011	Risk Management Reserve Fund	28,210	-	-	-	-	28,210
012	Contingency Reserve Fund	182,400	-	-	-	35,887	218,287
014	Historic Preservation Gift Fund	5,230	-	-	-	-	5,230
016	Building Maintenance Fund	-	-	-	-	-	-
017	Marsh Restoration & Preservation Fund	556,800	-	-	-	-	556,800
018	Edmonds Homelessness Response Fund	-	-	-	-	-	-
019	Edmonds Opioid Response Fund	-	-	-	-	-	-
104	Drug Enforcement Fund	165,430	-	-	-	-	165,430
111	Street Fund	1,859,270	-	-	-	-	1,859,270
112	Combined Street Const/Improve	6,646,917	295,366	197,650	-	-	7,139,933
117	Municipal Arts Acquis. Fund	150,910	-	-	1,737	-	152,647
118	Memorial Street Tree	580	-	-	-	-	580
120	Hotel/Motel Tax Revenue Fund	94,730	-	-	3,534	-	98,264
121	Employee Parking Permit Fund	26,170	-	-	-	-	26,170
122	Youth Scholarship Fund	1,680	-	-	-	-	1,680
123	Tourism Promotional Fund/Arts	31,250	-	-	-	-	31,250
125	Park Acq/Improvement	1,597,600	-	-	-	-	1,597,600
126	Special Capital Fund	1,604,020	-	-	-	-	1,604,020
127	Gifts Catalog Fund	82,100	-	6,000	9,700	-	97,800
130	Cemetery Maintenance/Improv	182,560	-	-	-	-	182,560
136	Parks Trust Fund	4,870	-	-	-	-	4,870
137	Cemetery Maintenance Trust Fd	44,500	-	-	-	-	44,500
138	Sister City Commission	10,240	-	-	-	-	10,240
211	Lid Fund Control	12,400	-	-	-	23,487	35,887
231	2012 LTGO Debt Service fund	716,420	-	-	-	-	716,420
332	Parks Construction	2,796,849	88,800	-	-	-	2,885,649
421	Water	10,473,626	-	-	-	-	10,473,626
422	Storm	5,461,148	-	-	-	-	5,461,148
423	Sewer / Treatment Plant	14,386,296	-	-	-	-	14,386,296
424	Bond Reserve Fund	1,995,280	-	-	-	-	1,995,280
511	Equipment Rental Fund	1,763,760	-	-	-	-	1,763,760
512	Technology Rental Fund	1,101,798	-	-	-	-	1,101,798
617	Firemen'S Pension Fund	72,040	-	-	-	-	72,040
	Totals	\$ 93,268,003	\$ 384,166	\$ 294,905	\$ 4,782,321	\$ 114,435	\$ 98,843,830

Attachment: 3rd Quarter Budget Amendment Ordinance (3rd Quarter Budget Amendment)

EXHIBIT "C": Budget Amendments by Expenditure (October 2019)

FUND NO.	FUND DESCRIPTION	Adopted Budget Ord. #4136 1/1/2019	Adopted Amendment Ord. #4144 2/20/2019	Adopted Amendment Ord. #4148 4/24/2019	Adopted Amendment Ord. #4156 7/2019	Proposed Amendment Ord. # 10/2019	2019 Amended Expenditure Budget
001	General Fund	\$ 44,364,843	\$ 707,366	\$ 224,314	\$ 72,594	\$ 149,130	\$ 45,518,247
009	Leoff-Medical Ins. Reserve	444,270	-	22,650	-	-	466,920
011	Risk Management Reserve Fund	-	-	-	931,523	-	931,523
012	Contingency Reserve Fund	-	-	-	3,835,827	-	3,835,827
014	Historic Preservation Gift Fund	5,400	-	-	5,800	-	11,200
016	Building Maintenance Fund	-	-	-	-	-	-
017	Marsh Restoration & Preservation Fund	-	-	-	-	-	-
018	Edmonds Homelessness Response Fund	-	-	-	1,862	-	1,862
019	Edmonds Opioid Response Fund	200,000	-	-	-	-	200,000
104	Drug Enforcement Fund	45,800	-	-	-	-	45,800
111	Street Fund	2,234,528	-	17,500	-	-	2,252,028
112	Combined Street Const/Improve	6,399,379	295,366	197,650	-	-	6,892,395
117	Municipal Arts Acquis. Fund	181,880	-	-	-	-	181,880
118	Memorial Street Tree	-	-	-	-	-	-
120	Hotel/Motel Tax Revenue Fund	100,400	-	-	8,534	-	108,934
121	Employee Parking Permit Fund	26,880	-	-	-	-	26,880
122	Youth Scholarship Fund	3,000	-	-	-	-	3,000
123	Tourism Promotional Fund/Arts	32,000	-	-	-	-	32,000
125	Park Acq/Improvement	2,853,560	465,356	54,370	10,000	-	3,383,286
126	Special Capital Fund	3,102,850	761,851	7,600	-	-	3,872,301
127	Gifts Catalog Fund	77,795	-	21,959	9,700	-	109,454
130	Cemetery Maintenance/Improv	184,707	10,000	-	-	-	194,707
136	Parks Trust Fund	5,000	-	-	-	-	5,000
137	Cemetery Maintenance Trust Fd	-	-	-	-	-	-
138	Sister City Commission	10,500	-	-	-	-	10,500
211	Lid Fund Control	12,400	-	-	-	23,487	35,887
231	2012LTGO Debt Service Fund	716,410	-	-	-	-	716,410
332	Parks Construction	3,763,628	233,800	-	-	-	3,997,428
421	Water	12,229,053	679,942	30,000	-	-	12,938,995
422	Storm	9,690,422	304,613	23,000	1,737	-	10,019,772
423	Sewer / Treatment Plant	17,259,438	462,046	-	-	-	17,721,484
424	Bond Reserve Fund	1,991,210	-	-	-	-	1,991,210
511	Equipment Rental Fund	2,408,431	296,000	229,000	-	-	2,933,431
512	Technology Rental Fund	1,048,911	131,000	-	-	18,260	1,198,171
617	Firemen'S Pension Fund	78,627	-	-	58,596	-	137,223
	Totals	\$109,471,322	\$ 4,347,340	\$ 828,043	\$ 4,936,173	\$ 190,877	\$ 119,773,755

Attachment: 3rd Quarter Budget Amendment Ordinance (3rd Quarter Budget Amendment)

EXHIBIT "D": Budget Amendment Summary (October 2019)

Fund Number	<i>Proposed Amendment Change in Beginning Fund Balance</i>	<i>Proposed Amendment Change in Revenue</i>	<i>Proposed Amendment Change in Expense</i>	<i>Proposed Amendment Change in Ending Fund Balance</i>
001	-	55,061	149,130	(94,069)
012	-	35,887	-	35,887
211	-	23,487	23,487	-
512	-	-	18,260	(18,260)
Total Change	-	114,435	190,877	(76,442)

Budget Amendment for: Third Quarter

Item Description:	Council would like to sponsor a Martin Luther King Tribute event in January at the ECA.		
Department:	City Council	Fund Name:	001 GENERAL
Division:			
Title:	Decision package to fund sponsorship		
Preparer:	Maureen Judge		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Ending Fund Balance

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.11.511.60.49.10	Sponsorship	\$ 3,500	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 3,500	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.39.508.00.00.00	Ending fund balance	\$ (3,500)	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (3,500)	\$ -	\$ -	\$ -	\$ -

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	The Economic Development Department received a \$5,000 grant from the Washington State Arts Commission. This is a matching grant for the Creative District budget of \$10,000. This fund is intended to cover expenses associated with Creative District brand and logo development, land survey work for the Fourth Avenue Cultural Corridor continuing concept design development, and other expenses related to the Creative District roll-out. This grant of \$5,000 must be added into the Economic Development Department professional services budget.		
Department:	Community Services/Economic Development	Fund Name:	001 GENERAL
Division:	Economic Development		
Title:	Creative District Grant		
Preparer:	Cindi Cruz		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Self Funded

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating**Expenditure Increase (Decrease)**

Account Number	Description	2019	2020	2021	2022	2023
001.000.61.558.70.41.00	Professional Services	\$ 5,000	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 5,000	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.334.05.800.00	Creative District Grant	\$ 5,000	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ 5,000	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	The need for outside consultant plan review of building permits has exceeded the approved budget of \$138,252 due to increases in permitting activity. This need is a combination of a) complex projects requiring additional expertise in structural review and b) the inability of staff to keep up with the overall workload, in part due to staffing shortage (vacancies). The requested increase in funding will be more than offset by increased permit revenues and reduced staff salary costs. This budget amendment is in addition to a similar approved amendment from first quarter 2019.		
Department:	Development Services	Fund Name:	001 GENERAL
Division:	Building		
Title:	Consultant Plan Review		
Preparer:	Leif Bjorback		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Self Funded

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.62.524.20.41.00	Professional Services	\$ 35,000	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 35,000	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.345.83.000.00	Permit Revenue	\$ 35,000	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ 35,000	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	This decision package is a service expansion to our existing GovQA Online Records Request System agreement, which would add the Edmonds Municipal Court to the system.		
Department:	Mayor's Office	Fund Name:	001 GENERAL
Division:	City Clerk's Office		
Title:	Public Records Request Software Expansion		
Preparer:	Scott Passey, City Clerk		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Ending Fund Balance

What is the nature of the expenditure?

On-Going

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.25.514.30.41.00	Professional Services	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.39.508.00.00.00	GF Ending Fund Balance	\$ (4,000)	\$ (4,000)	\$ (4,000)	\$ (4,000)	\$ (4,000)
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (4,000)	\$ (4,000)	\$ (4,000)	\$ (4,000)	\$ (4,000)

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	For several years Edmonds has paid for 1/2 of the salary/benefits of a Lynnwood PD sergeant assigned to the Snohomish Co. Regional Drug Task Force via interlocal agreement. Previously this had been paid from the Drug Asset Forfeiture Fund 104. Due to changes in federal regulations associated with asset forfeitures and distribution of funds, and changes in the philosophy of the current federal administration, those funds are no longer available. This amendment would fulfill our ILA commitment using fund balance. A decision package has been submitted in the 2020 budget to fund this item in subsequent years.		
Department:	Police	Fund Name:	001 GENERAL
Division:	Support Services		
Title:	Fund 50% of Narcotics Task Force Sergeant		
Preparer:	Caroline Thompson		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Ending Fund Balance

What is the nature of the expenditure?

On-Going

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.41.521.10.41.50	Admin. Intergov Services	\$ 81,278	\$ 81,278	\$ 82,904	\$ 84,562	\$ 86,253
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 81,278	\$ 81,278	\$ 82,904	\$ 84,562	\$ 86,253

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
			\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.39.508.00.00.00	Ending Fund Balance	\$ (81,278)	\$ (81,278)	\$ (82,904)	\$ (84,562)	\$ (86,253)
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (81,278)	\$ (81,278)	\$ (82,904)	\$ (84,562)	\$ (86,253)

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	In 2019 the Edmonds Police Foundation agreed to fund the following purchases for the Police Department: a K-9 training bite suit, and recruiting materials to increase the department's profile at hiring events.		
Department:	Police	Fund Name:	001 GENERAL
Division:	Field Services and Support Services		
Title:	Equipment Reimbursements		
Preparer:	Caroline Thompson		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Self Funded

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.41.521.26.35.00	K-9 Small Equipment	\$ 1,440	\$ -	\$ -	\$ -	\$ -
001.000.41.521.40.41.40	Training - Advertising	495	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 1,935	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.367.00.400.00	Police Contributions-Private	\$ 1,935	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ 1,935	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	This amendment covers adjustments to reimbursable overtime for unanticipated and unbudgeted revenue from the following: DNDO Rad/Nuc Detection exercises reimbursed by Seattle Fire Department, and a pedestrian safety grant reimbursed by the WA Traffic Safety Commission.		
Department:	Police	Fund Name:	001 GENERAL
Division:	Field Services		
Title:	Police Reimbursable Overtime		
Preparer:	Caroline Thompson		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

100% Self Funded

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating**Expenditure Increase (Decrease)**

Account Number	Description	2019	2020	2021	2022	2023
001.000.41.521.22.12.10	Patrol-Reimbursable OT	\$ 5,864	\$ -	\$ -	\$ -	\$ -
001.000.41.521.22.23.00	Patrol-Benefits	892	-	-	-	-
001.000.41.521.71.12.10	Traffic-Reimbursable OT	2,248	-	-	-	-
001.000.41.521.71.23.00	Traffic-Benefits	346	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 9,350	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.333.97.056.00	Dockside Drills Grant	\$ 4,137	\$ -	\$ -	\$ -	\$ -
001.000.334.03.500.00	WA St Traffic Comm. Grant	2,594	-	-	-	-
001.000.342.10.000.00	Police Serv. Special Events	2,619	-	-	-	-
Total Revenue Increase (Decrease)		\$ 9,350	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	Following active shooter events at public festivals and venues in the U.S., the City and the Edmonds Chamber elected to provide additional security at the Taste of Edmonds. As no Edmonds PD officers were available after the regular Taste security needs were filled, additional officers were solicited from surrounding cities. Mill Creek, Mountlake Terrace and Lynnwood provided officers at a cost of \$7,552. The City and the Chamber agreed to split the cost of the additional security 50/50.		
Department:	Police	Fund Name:	001 GENERAL
Division:	Field Services		
Title:	Taste of Edmonds Additional Security		
Preparer:	Caroline Thompson		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

How is this amendment funded?

Partially Funded

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.41.521.10.41.50	Admin. Intergov Services	\$ 7,552	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 7,552	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.342.10.000.00	Police Serv. Special Events	\$ 3,776	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ 3,776	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.39.508.00.00.00	General Fund-Fund Balance	\$ (3,776)	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (3,776)	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	This fund was established to collect assessments levied against properties for payment of principal and interest for special assessment bond issues. At the beginning of the year the City had \$32,387 in assessments receivable. The City has collected all of the receivables except two. One is for \$196.91 which we would like to write off. The other is for a homeowner who owes \$1,750 and has declared bankruptcy but has agreed to make payments on their balance until it is fully paid. This amendment is to add expenditure authority to enable us to transfer the remaining money out of fund 211 into the Contingency Fund and close out Fund 211. Remaining receipts will be receipted into the General Fund.		
Department:	Administrative Services	Fund Name:	012 CONTINGENCY RESERVE
Division:	Finance		
Title:	Interfund Transfer - Close 211		
Preparer:	Dave Turley		

Budget Amendment Type

New Item For Council To Consider

Date of Discussion or Budget Approval?

Oct 8 2019

How is this amendment funded?

100% Ending Fund Balance

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
211.000.31.597.19.55.12	Transfer - Close Fund 211	\$ 23,487				\$ -
		-				-
		-				-
		-				-
		-				-
		-				-
Total Expenditure Increase (Decrease)		\$ 23,487	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
012.000.397.19.200.00	Transfer - Close Fund 211	\$ 35,887	\$ -	\$ -	\$ -	\$ -
211.000.359.00.000.00	Penalties Special Assessment	\$ 3,500				
211.000.361.40.000.00	Interest Special Assessment	\$ 3,800				
211.000.368.10.000.00	Assessment Principal	\$ 16,187				
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ 59,374	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
012.000.39.508.00.00.00	Ending Fund Balance	\$ 35,887	\$ -	\$ -	\$ -	\$ -
211.000.31.508.00.00.00	Ending Fund Balance	-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ 35,887	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

New Items for Council to Consider (October 2019)

Budget Amendment for: Third Quarter

Item Description:	This decision package covers increases and new maintenance on previously purchased software/systems. The increases are a result of one or more of the following factors: vendor annual increases, an increase in number of end user licenses, and/or the expiration of initial maintenance covered with system acquisition.		
Department:	Administrative Services	Fund Name:	512 TECHNOLOGY RENTAL FUND
Division:	Information Technology		
Title:	Software Price and Maintenance Increase		
Preparer:	Brian Tuley		

Budget Amendment Type	New Item For Council To Consider
Date of Discussion or Budget Approval?	
How is this amendment funded?	100% Ending Fund Balance
What is the nature of the expenditure?	On-Going
Is the Expenditure Operating or Capital?	Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
512.000.31.518.88.48.00	Helpdesk Annual Increase and Devices	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790
512.000.31.518.88.48.00	Backup Software Renewal	7,100	7,100	7,100	7,100	7,100
512.000.31.518.88.48.00	LaserFiche Add Licenses	3,950	3,950	3,950	3,950	3,950
512.000.31.518.88.48.00	Vulnerabilty Scanner	2,420	2,420	2,420	2,420	2,420
512.000.31.518.88.48.00	Video Recording Software	500	500	500	500	500
512.000.31.518.88.48.00	PermitTraks Continuance	2,500	2,500	2,500	2,500	2,500
Total Expenditure Increase (Decrease)		\$ 18,260	\$ 18,260	\$ 18,260	\$ 18,260	\$ 18,260

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
		\$ -	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
512.000.31.508.00.00.00	Ending Fund Balance	\$ (18,260)	\$ (18,260)	\$ (18,260)	\$ (18,260)	\$ (18,260)
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (18,260)	\$ (18,260)	\$ (18,260)	\$ (18,260)	\$ (18,260)

Previously Discussed by Council (October 2019)

Budget Amendment for: Third Quarter

Item Description:	Windward will conduct an Open House for their Edmonds Marsh Study for public to attend and discuss the Marsh project.		
Department:	Administrative Services	Fund Name:	001 GENERAL
Division:	Finance		
Title:	Open House - Edmonds Marsh Study		
Preparer:	Scott James		

Budget Amendment Type

Previously Discussed By Council

Date of Discussion or Budget Approval?

Sep 10 2019

How is this amendment funded?

100% Ending Fund Balance

What is the nature of the expenditure?

One-Time

Is the Expenditure Operating or Capital?

Operating

Expenditure Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.11.511.60.41.00	Professional Services	\$ 1,515	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Expenditure Increase (Decrease)		\$ 1,515	\$ -	\$ -	\$ -	\$ -

Revenue Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
			\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Revenue Increase (Decrease)		\$ -	\$ -	\$ -	\$ -	\$ -

Ending Fund Balance Increase (Decrease)

Account Number	Description	2019	2020	2021	2022	2023
001.000.39.508.00.00.00	Ending Fund Balance	\$ (1,515)	\$ -	\$ -	\$ -	\$ -
		-	-	-	-	-
		-	-	-	-	-
Total Ending Fund Balance Increase (Decrease)		\$ (1,515)	\$ -	\$ -	\$ -	\$ -

Attachment: 2019 3rd Quarter Budget Amendment Exhibits (3rd Quarter Budget Amendment)

City Council Agenda Item

Meeting Date: 10/15/2019

Resolution in Opposition to I-976

Staff Lead: Patrick Doherty

Department: Community Services

Preparer: Patrick Doherty

Background/History

Initiative 976 has been certified for inclusion on the November 5, 2019 general election ballot. I-976 would repeal the vehicle licensing fees that fund municipal road resurfacing and street maintenance programs, state freight mobility projects, Amtrak Cascades funding, voter-approved Sound Transit 3 light rail and express bus funding.

Staff Recommendation

Approve Resolution.

Narrative

The attached Resolution declares the Mayor and Council's opposition to Initiative 976 as it would cause undue financial hardship on the City's ability to maintain our roads and streets, would unduly harm regional transit projects, and would otherwise cause harm to the development and maintenance of the City's transportation infrastructure, thereby jeopardizing economic growth and quality of life in Edmonds and throughout the region.

Attachments:

Initiative 976 Resolution

RESOLUTION NO. _____

A RESOLUTION DECLARING MAYOR AND CITY COUNCIL
OPPOSITION TO INITIATIVE 976 ON THE
NOVEMBER 5, 2019 GENERAL ELECTION BALLOT.

WHEREAS, Initiative 976 has been certified for placement on the November 5, 2019 general election ballot; and

WHEREAS, the intent of Initiative 976 is repeal vehicle licensing fees that fund municipal road resurfacing and street maintenance programs, state freight mobility projects, Amtrak Cascades funding, voter-approved Sound Transit 3 light rail and express bus funding; and

WHEREAS, the City of Edmonds strives to maintain and continuously improve its transportation infrastructure for the benefit of its residents, visitors and employers; and

WHEREAS, the City has long been committed to keeping its streets in top condition through a robust street overlay program; and

WHEREAS, the City Council and Mayor recognize that Initiative 976 would have extremely negative impacts on City, County and State transportation infrastructure, including the loss of up to \$700,000 for Edmonds' street overlay budget on an annual basis; and

WHEREAS, passage of I-976 would result in a nearly \$2 billion loss of six years in State transportation funding for highways, the Washington State Patrol and other critical investments, impacting Snohomish County and every corner of the state; and

WHEREAS, I-976 would strip more than \$1.4 billion over six years from the State's Multimodal Account, from which the City of Edmonds has received approximately \$58,000 a year for several years; and

WHEREAS, Sound Transit would lose approximately \$7 billion for Sound Transit 3 projects, putting in jeopardy the completion of light rail service to and within Snohomish County,

and most likely reversing the recent \$1,850,000 grant to Edmonds for bicycle and access improvements; and

WHEREAS, I-976 would jeopardize \$100 million in biennial funding for State Regional Mobility Grants, which help fund sidewalks, bike infrastructure, Safe Routes to School projects and projects that benefit seniors and people with disabilities throughout the State, Snohomish County and Edmonds; and

WHEREAS, Initiative 976 threatens good-paying jobs in construction and the building trades that allow thousands of workers to share in Washington's economic prosperity,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EDMONDS:

The Mayor and City Council declare their opposition to Initiative 976, which will be on the statewide general election ballot on November 5, 2019, as it would cause extreme harm to the development and maintenance of transportation infrastructure in the City and surrounding area, thereby jeopardizing economic growth and quality of life in Edmonds and throughout the region.

RESOLVED this _____ day of October, 2019,

APPROVED:

MAYOR, DAVID O. EARLING

ATTEST/AUTHENTICATED:

CITY CLERK, SCOTT PASSEY

Attachment: Initiative 976 Resolution [Revision 1] (Resolution in Opposition to I-976)

City Council Agenda Item

Meeting Date: 10/15/2019

Securitization Requirement for Edmonds Senior Center Grants from the State of Washington

Staff Lead: Jeff Taraday, City Attorney

Department: City Attorney's Office

Preparer: Scott Passey

Background/History

The City Council studied the lease option and ground lease with the Edmonds Senior Center on November 20, 2019 (minutes attached) and approved the lease option and ground lease on November 27, 2019 (minutes attached). The new ground lease has since been fully executed by the parties and took effect on April 15, 2019. The City Council was introduced to the securitization issue on October 1, 2019. This memo is largely the same as the memo in the October 1, 2019 council packet except for the Staff Recommendation and the last three paragraphs at the bottom of the memo.

Staff Recommendation

That the City Council further its previous actions in facilitating the Senior Center's new building by allowing the Senior Center to satisfy the Department of Commerce's securitization requirements.

Toward that end, the City Council could adopt the following motion:

"I move that the City Council allow the Senior Center to satisfy the Department of Commerce's securitization requirements by:

1. Executing a leasehold promissory note that is substantially in the form shown in Exhibit A hereto; and
2. Executing a leasehold deed of trust that is substantially in the form shown in Exhibit B hereto;

PROVIDED THAT nonsubstantial changes to the forms in Exhibits A or B may be approved by the Mayor and City Attorney."

Narrative

In the 2018 supplemental capital budget, the Legislature made appropriations totaling \$4,000,000 in grant funding to the Edmonds Senior Center. Chapter 2, Laws of 2018 (SSB 6090) appropriated \$2,250,000 in Section 1015. Chapter 298, Laws of 2018 (ESSB 6095) appropriated \$500,000 in Section 1012 and \$1,250,000 in Section 1016.

These appropriations were made subject to RCW 43.63A.125(6), which states as follows:

In contracts for grants authorized under this section the department shall include provisions which require that capital improvements shall be held by the grantee for a specified period of time appropriate to the amount of the grant and that facilities shall be used for the express purpose of the grant. If the grantee is found to be out of compliance with provisions of the contract, the grantee shall repay to the state general fund the principal amount of the grant plus

interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

RCW 43.63A.125(6). Hence, due to the above requirement, the Department of Commerce will require the Edmonds Senior Center to execute certain documents as a prerequisite to obtaining the appropriated grant funds: namely, a promissory note and leasehold deed of trust (collectively referred to as the "Securitization Documents"). These Securitization Documents are designed to ensure that the grant funds are used for their intended purposes and to avoid certain types of fraud from being perpetrated upon the state. We have attached the Department of Commerce's Competitive Grant Program Guidelines, which provide additional information regarding prerequisites for the Edmonds Senior Center to receive its funds. Note that Step 2 in these guidelines states: "Grantees must provide Commerce with a deed of trust or leasehold deed of trust as security for the grant for projects performed by nonprofits over \$500,000 in state funds." In the case of the Edmonds Senior Center, because it does not own the property, it would only be able to provide a leasehold deed of trust.

This issue is being brought before the City Council because a leasehold deed of trust would be considered an encumbrance upon the property. Section 4.3 of the ground lease between the City and the Senior Center states that: "Senior Center shall not encumber the Property or any Improvements thereon without prior written approval of the City." So, the City Council will need to take action, at a future meeting, to consent to the Senior Center's execution of the leasehold deed of trust.

The following definitions may be helpful to the City Council in considering this matter:

Deed of trust - a three-party transaction or instrument in which land is conveyed by a borrower (the grantor of the deed of trust), to a trustee, who holds title in trust for a lender (the beneficiary), as security for credit or a loan the lender has given the borrower.

Leasehold - a tenant's or lessee's possessory estate in land or premises.

Leasehold deed of trust - a deed of trust secured by a lessee's leasehold interest.

The following are some questions and answers that might be of interest to the City Council:

I thought the \$4,000,000 from the state to the Senior Center was a grant. Why does this look more like a loan? Notwithstanding the use of a leasehold deed of trust as security, the state still does consider this a grant. As long as the Senior Center uses the funds as they are intended to be used and does so for the required period of time, the funds will not need to be repaid in the way that a loan would. The promissory note template provided by the Department of Commerce contains the following language: "Grantor has no expectation of repayment of the Award so long as the award funds are used according to the conditions set out in the Contract. If the Award is not used as required by the Contract for a period of ten (10) years as required in the Contract, Grantor shall be entitled to the unpaid principal balance of this Note with interest at a rate of 5%, compounded annually."

Would the Department of Commerce be able to foreclose on the leasehold deed of trust in the unlikely event that the Edmonds Senior Center were to violate the conditions of the grant? Yes.

Has the Department of Commerce ever foreclosed on a leasehold deed of trust that secured one of its grants? In our conversation with Rebecca Spencer of the Department of Commerce, we were told that Commerce has never had to foreclose on a leasehold deed of trust and that it would be unlikely to do so. Rather, in the event of a default or breach of the grant agreement, Commerce would anticipate entering into a collaborative process with the Senior Center to see what could be done to fulfill the

purposes of the grant.

Could the City of Edmonds lose its ownership in property if the Department of Commerce were to foreclose on the leasehold deed of trust? No. Because this transaction involves a *leasehold* deed of trust, not a regular deed of trust, it is only the Senior Center's leasehold interest in the property that would be pledged as security, not the City's ownership interest.

Would a foreclosure of the leasehold deed of trust change the terms of the ground lease? No. While, hypothetically, foreclosure could change the identity of the ground tenant, any successor tenant would still be subject to all of the terms of the ground lease, including but not limited to the use limitations in Section 1.2 that the property be used "for the purpose of constructing, maintaining, and operating a non-profit community resource center to be known as the "Edmonds Waterfront Center" serving the needs of the local population, in particular, poor, infirm and otherwise vulnerable seniors and other members of the community."

Would the leasehold deed of trust be recorded against the title? Yes.

Is the proposed leasehold deed of trust in its final form? No. The Department of Commerce provided the Senior Center with templates to begin the drafting process. The City Attorney has proposed some revisions to the template. The City Attorney's office is still working with the Senior Center and the Department of Commerce to finalize the leasehold deed of trust and promissory note forms. We will alert the City Council to any material changes to the forms that might occur after the date that this packet was published.

ADDITIONAL LANGUAGE ADDED SINCE OCTOBER 1ST:

As of October 10, 2019, when this memo was finalized, staff at the Department of Commerce had not yet been able to provide feedback on the proposed leasehold promissory note and leasehold deed of trust forms, despite multiple requests. While the Senior Center does not anticipate the need to make major substantive changes to these forms to obtain the grant funds, it is possible that minor nonsubstantive changes would need to be made.

In order to expedite the Senior Center's funding, the City Council could authorize the Mayor and City Attorney to determine whether any minor nonsubstantive changes are acceptable. No proposed changes would be approved under these circumstances if the changes would expose the City's fee interest - and not merely the Senior Center's leasehold interest - to possible foreclosure. A change of that magnitude would certainly require that the matter be brought back to the City Council for consideration. But we do not anticipate that Commerce would ask for such a change in any case.

Alternatively, the City Council could require that any changes, whether substantive or nonsubstantive, to the forms be brought back to the City Council for approval. But this approach would probably create some additional delay for the Senior Center to obtain its funds, however modest.

Attachments:

2018-11-20 City Council minutes

2018-11-27 City Council minutes

Edmonds Senior Center Ground Lease

Securitization Letter to City 09 26 2019

17_19 Competitive Capital Guidelines FINAL[3]
2019-09-25 Deed of Trust - Leasehold - Comm Cap Facilities
Promissory Note (Leasehold DOT) - BLANK SAMPLE

EDMONDS CITY COUNCIL APPROVED MINUTES

November 20, 2018

ELECTED OFFICIALS PRESENT

Dave Earling, Mayor
 Michael Nelson, Council President
 Kristiana Johnson, Councilmember
 Thomas Mesaros, Councilmember
 Adrienne Fraley-Monillas, Councilmember
 Diane Buckshnis, Councilmember
 Dave Teitzel, Councilmember
 Neil Tibbott, Councilmember

STAFF PRESENT

Al Compaan, Police Chief
 Phil Williams, Public Works Director
 Carrie Hite, Parks, Rec. & Cult. Serv. Dir.
 Patrick Doherty, Econ. Dev & Comm. Serv. Dir.
 Shane Hope, Development Services Director
 Scott James, Finance Director
 Mary Ann Hardie, HR Director
 Dave Turley, Assistant Finance Director
 Kernen Lien, Environmental Program Mgr.
 Rob English, City Engineer
 Jeff Taraday, City Attorney
 Nicholas Falk, Deputy City Clerk
 Jerrie Bevington, Camera Operator
 Jeannie Dines, Recorder

1. CALL TO ORDER/FLAG SALUTE

The Edmonds City Council meeting was called to order at 7:00 p.m. by Mayor Earling in the Council Chambers, 250 5th Avenue North, Edmonds. The meeting was opened with the flag salute.

2. ROLL CALL

Deputy City Clerk Nicholas Falk called the roll. All elected officials were present.

3. APPROVAL OF AGENDA

COUNCILMEMBER TIBBOTT MOVED, SECONDED BY COUNCILMEMBER FRALEY-MONILLAS, TO APPROVE THE AGENDA IN CONTENT AND ORDER. MOTION CARRIED UNANIMOUSLY.

4. APPROVAL OF CONSENT AGENDA ITEMS

COUNCILMEMBER TEITZEL MOVED, SECONDED BY COUNCILMEMBER BUCKSHNIS, TO APPROVE THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY. The agenda items approved are as follows:

1. **APPROVAL OF COUNCIL MEETING MINUTES OF NOVEMBER 13, 2018**
2. **APPROVAL OF CLAIM CHECKS, WIRE PAYMENT AND PAYROLL CHECKS**
3. **ACKNOWLEDGE RECEIPT OF CLAIMS FOR AN UNDETERMINED AMOUNT**

5. AUDIENCE COMMENTS

Rebecca Anderson, Edmonds, recalled last week she and three other Edmonds residents spoke and submitted a proposed revised plan for the Housing Strategy adoption process along with a problem list. They were hopeful it would provide direction to begin more detailed, open and collaborative process for drafting and adopting this critical policy direction. This is a passionate topic among residents because it affects everyone. Neighboring cities have huge development projects underway that will impact Edmonds residents' quality of life. She was encouraged last week when Councilmembers weighed in on the strategy; they clearly they care about Edmonds. While she did not appreciate the verbal attacks and not taking personal responsibility for how the process reached this point, many suggestions and opinions were voiced, including removing it from the Comprehensive Plan and waiting for things to calm down before trying to create another Housing Strategy. While this may seem a good solution in the short term, it will not solve what is currently happening in the City. Construction has not stopped while the Housing Strategy is being created; permits are still being issued, short platting continues, high density zero lot line projects are being constructed. Without a vision for the City in addition to the Housing Strategy framework, Edmonds will end up looking like it has been thrown together. She spoke in favor of a well-thought-out strategy with a better process that includes public input so the housing needs of Edmonds can be address together. She encouraged the Council to do the hard work and not to give up.

Ferrell Fleming, Executive Director, Edmonds Senior Center, complimented City staff particularly Parks & Recreation Director Carrie Hite and City Attorney Jeff Taraday on the work they did to reach this point. Mr. He also complimented the City's Finance Committee, Councilmembers Teitzel and Buckshnis, for their diligent work during the process. Two recent meetings have been held with key staff involved in the permitting process and he appreciated their wholehearted commitment to enable the center to remain on schedule. The Edmonds Waterfront Center will be the culmination of the 50-year partnership between the City and the Senior Center. A hallmark of the partnership has been that both parties continue to keep the big picture in mind: creating and maintaining an innovative senior center for the many older citizens of Edmonds and the region, making a waterfront facility available for community use, and creating a waterfront regional park with convenient beach access and parking. The partnership has been effective because the strengths of the municipal corporation and the 501(c)(3) non-profit corporation have been allowed to take center stage when appropriate. All the county senior centers and many cities respect and even envy the partnership that has accomplished so much. In the 1960s and 1970s, the partnership enabled the City to acquire the property and upgrade it to its present configuration. More recently, the City had \$10M in its Capital Improvement Plan for many years to replace the Senior Center; that item has been removed. The City recognized in its 2013 Strategic Action Plan that the Senior Center would be much better at raising the money to build the Waterfront Center and recognized the desperate need for a new building and to move quickly. The Senior Center looks forward to strengthening and enhancing the partnership with the City for the benefit of everyone and believes the proposed amendments to the ground lease are a step in that direction.

6. PUBLIC HEARINGS

1. PUBLIC HEARING OF THE PROPOSED 2019-2024 CAPITAL FACILITIES PLAN/CAPITAL IMPROVEMENT PROGRAM

City Engineer Rob English reviewed:

Transportation Capital Program

- DP 97 – 1,500,000: 2019 Pavement Preservation Program
 - Overlay 3.7 lane miles
 - 20 curb ramp upgrades
 - \$900,000 REET 125/126
 - \$500,000 General Fund
 - \$100,000 Street Fund 112

		Impacts to Fund 125 Ending Cash	(\$250,000)
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Councilmember Fraley-Monillas requested Mr. James email the presentation to Council.

Council President Nelson explained ten of the proposed amendments are about a hiring freeze. The City has been hiring over the years and with indications of a an economic slowdown ahead, he was trying to put on the brakes. Except for public safety, he recommended delaying hiring of employees and ten of the amendments reflect that. With regard to the downtown parking study, he wanted to reduce the cost, finding \$75,000 too high. Similarly, he found \$35,000 too much for the gateway sign. He was happy to hear an ADA accessible playground was planned for Civic Park; he has heard some children are not able to access some of the assessible equipment on existing playgrounds.

Councilmember Mesaros commented the duplicate amendment to remove the National Citizen Survey would reduce the impact to the General Fund Ending Cash from Council amendments to \$376,759.

Councilmember Buckshnis invited any citizen interested in the rationale for her amendments to contact her. She inquired about the amendment she submitted to reduce DP 111, Waterfront Connector, by \$1M and add a new decision package for \$1M for Edmonds Marsh restoration. Mr. James explained when the grant application was submitted to the State, it was for the Waterfront Connector, and it was not easily transferable to the marsh. Councilmember Buckshnis suggested \$1M come from the General Fund for the Edmonds Marsh restoration because she anticipated some action next year and she wanted to illustrate her priority to get it done.

Councilmember Teitzel withdrew Item 16, reducing the City's SnoCo Health District Contribution to \$1, in view of Councilmember Fraley-Monillas' amendment to reduce the contribution to \$0.50. He referred to the list of Staff Recommended Budget Changes, Item 8, Move \$250,000 Transitional Housing Budget to REET Fund 125, advising there is a research effort underway to identify homelessness issues in Edmonds and this was the \$250,000 the Council set aside to address that. He was unsure Council was comfortable with moving those funds to Fund 125 until the research has been completed, public comment has been provided, etc. Mr. James said the proposed budget book had \$250,000 coming out of the homelessness fund that was allocated in the 2018 budget, which was an error. This item backs that expense out and moves it into the REET fund.

Mayor Earling declared a brief recess.

Mayor Earling said staff will prepare a response outlining how the amendments impact their budgets.

7. STUDY ITEMS (con't)

1. SENIOR CENTER LEASE AMENDMENT PROPOSAL

Parks & Recreation Director Carrie Hite advised the packet contains the current lease and the option to lease and a redline version of the proposed changes as well as several other documents. She reviewed:

- History
 - Current arrangement
 1. Operational support: \$75,000/year
 2. No fee lease for current building
 3. City maintains grounds and parking lot
 4. Senior Center maintains daily needs
 5. City helps with capital needs
 - January 2105: City entered into an option for a 40-year ground lease with Senior Center.
 - Terms include:

1. Senior Center right to demolish building and build new
 2. Senior Center would pay for complete cost of new building
 3. Senior Center would pay 50% cost to construct parking lot, and maintain parking lot
 4. City would use from 4-10 PM Monday-Thursday, and other mutually agreeable times
 5. Term for 40 years with renewal option for 15 more
- Senior Center Proposal
 - Updates financial goal to exercise option to 75% of total cost
 - Parking Lot and Street Frontage Improvements, for design, construction and maintenance become 100% responsibility of the City
 - Adds Easements for parking lot and utilities
 - New legal description defines the footprint of the building
 - Adds language to section 4.1.1 to allow City Council to approve demolition and construction based on financial viability
 - Adds some minor cleanup language
 - Waterfront Center schematic
 - Waterfront Park Redevelopment
 - Remove creosote pier and reintroduce beach habitat
 - Reconnect promenade and walkway to provide continuous walkway
 - Reconfigure parking lot to add storm treatment, bioswales and rain gardens (water is currently not treated)

- Drawing of footprint of Waterfront Center building on property
- Drawing of full project including Ebbtide walkway in second phase
- Full project cost

Component	Costs
Design Waterfront Park	\$248,987
Design Parking Lot	\$116,040
Design Street Frontage	\$106,131
Design Ebbtide	\$203,510
Construction Park	\$2,129,118
Construction Parking Lot	\$1,354,013
Construction Street Frontage	\$291,554
Construction Ebbtide Walkway	\$1,371,033
Permitting, Eng., Environmental	\$325,000
Total	\$6,145,386

- Parking Lot and Frontage Improvements

	Cost	50% Senior Center
Parking Lot design	\$116,040	\$58,020
Parking Lot Construction	\$1,354,013	\$677,006
Frontage Improvements Design	\$106,131	\$53,054
Frontage construction	\$291,554	\$145,777
Total	\$1,867,736	\$933,868

- Senior Center Due diligence
 - Building Replacement Feasibility Study
 - Campaign Feasibility Study
 - Waterfront Center Campaign Update
 - Waterfront Center Operational Pro Forma

Councilmember Johnson referred to the full project cost. Ms. Hite advised that cost includes approximately \$1.5M for the Ebbtide walkway; design of that project is on hold pending litigation. Councilmember

Johnson asked the value of the land the City owns. Ms. Hite said because park/city property is exempt, the assessor does not update the value. She estimated an acre of waterfront property was valued at \$8-\$10M. Councilmember Johnson pointed out while there has been discussion of a \$12M project, considering the City's land contribution and park improvements, the City is actually contributing more than the Senior Center.

Councilmember Johnson recalled the original contract addressed maintenance and asked if the new contract addressed maintenance of the parking lot. Ms. Hite explained maintenance of the parking lot would be the City's responsibility in the new proposed lease. Councilmember Johnson asked the City's total responsibility in the new lease. Ms. Hite answered maintenance would be very low in the beginning for a new facility; after 5-6 winters, she anticipated potholes, cracking, and repaving of portions of the parking lot and replacement of the entire lot in 12-14 years. Once the rain gardens and bioswales are established, they require minimal maintenance.

Councilmember Teitzel commented there is nothing in the proforma about debt service or operating reserve other than an indication of TBD. Those numbers are needed before a final decision is made. The financing package focuses on design and construction of the Waterfront Center and does not address ongoing operational cost. If funding was not sufficient to cover ongoing operational cost, he asked if it was anticipated the Senior Center would borrow from the City to cover those costs. That has occurred with the ECA and the intent was to avoid a similar situation with the Senior Center. Ms. Hite answered non-profits' ability to be versatile is much greater than a city's versatility. Nonprofits are used to operating on a shoestring and creating efficiencies. She did not expect the Senior Center would ask the City for operational funds. They will have a beautiful facility, will be able to generate revenue from rentals and will be on more solid footing than the current building.

Councilmember Teitzel referred to places in the Ground Lease where Senior Center and Waterfront Center are used interchangeably. For example, in Section 3.1, "The parties mutually agree and acknowledge that the Senior Center's operation of the Senior Center upon the Property effectuates a fundamental government purpose and..." pointing out the second "Senior Center" should be "Waterfront Center. Mr. Taraday said where the language refers to the non-profit entity, the phrase "Senior Center" should be used and where the language refers to the building, the phrase "Waterfront Center" should be used. He identified several places where a change should be made and offered to make those changes in the document.

Councilmember Buckshtis recalled during a Finance Committee discussion with the Senior Center, the committee requested an update to the feasibility study; however, an updated feasibility study was not included in the packet. The feasibility study dated April 2016 states the Senior Center receives \$60,000/year from the City when in fact the City provides \$75,000/year, and the maximum cost of the building is \$10-12M and that cost is now \$16M. The committee also requested an updated proforma that replaced TBD with numbers, as well as addressed questions about rental income and wages.

If the Council decides to fully fund the parking lot, Councilmember Fraley-Monillas asked the source of the funds. Ms. Hite answered likely from the REET balances; there is currently \$800,000 in one and \$600,000 in the other. She recommended leaving at least \$400,000-500,000 in each. With the \$250,000 already included in the budget, an additional \$683,000 is needed.

Councilmember Mesaros asked if the full project cost of \$6.1M included the additional amount proposed in the new lease of \$933,000. Ms. Hite answered it included the full cost of the parking lot and frontage improvements.

Councilmember Johnson suggested obtaining a report from permitting staff regarding the project timeline due to the fish window, etc. Ms. Hite said land use permits have been submitted for the waterfront

redevelopment project and the building and are being reviewed. A joint permit has been submitted to the State's joint aquatic agency for the Waterfront Center, Ebbitide walkway and the park redevelopment. The review has been completed by two of the agencies and the National Marine Services Center will be writing a biological evaluation. She expected more mitigation will be required for the overwater walkway. Once that process is complete, it will go to the Architectural Design Board and the Hearing Examiner if necessary in March/April. She anticipated both projects, the park redevelopment and Waterfront Center, will submit building permits in mid-December and hopefully break ground on both projects mid-April to early May. The fish window for in-water work for the waterfront restoration project (remove the creosote pier and reintroduce beach habitat) is mid-July to mid-October.

Councilmember Buckshnis relayed the balance in Park Impact Fees is \$3,309,494 and asked if those funds could be used for this project. Ms. Hite answered some are being used for the City's portion. Park Impact Fees are programed through Fund 332 in the CIP, some for this project and some in the out years for Civic.

COUNCILMEMBER FRALEY-MONILLAS MOVED, SECONDED BY COUNCIL PRESIDENT NELSON, TO APPROVE THE OPTION AND LEASE AND FUND THE \$933,868 FOR PARKING LOT AND FRONTAGE IMPROVEMENTS.

Councilmember Johnson pointed out this was on the agenda as a study item and she preferred a decision be made at the next meeting. Ms. Hite suggested bringing back the agreement with the language changes Councilmember Teitzel requested, numbers in the proforma, updated feasibility study, include the funding in the budget and schedule approval on consent.

Councilmembers Buckshnis, Teitzel, and Fraley-Monillas were agreeable with scheduling approval on the Consent Agenda. Council President Nelson said he was amenable to voting tonight or wait until next week.

COUNCILMEMBER FRALEY-MONILLAS WITHDREW THE MOTION WITH THE AGREEMENT OF THE SECOND.

Ms. Hite clarified Council direction was to fund the full amount and schedule approval on the Consent Agenda.

COUNCILMEMBER FRALEY-MONILLAS MOVED, SECONDED BY COUNCILMEMBER MESAROS, TO EXTEND THE MEETING TO 10:15 P.M. MOTION CARRIED UNANIMOUSLY.

Councilmember Buckshnis suggested moving Agenda Items 4 and 5 before Item 2.

4. PRESENTATION OF SUPPLEMENTAL AGREEMENT WITH MURRAYSMITH FOR THE FIVE CORNERS RESERVOIR RECOATING PROJECT

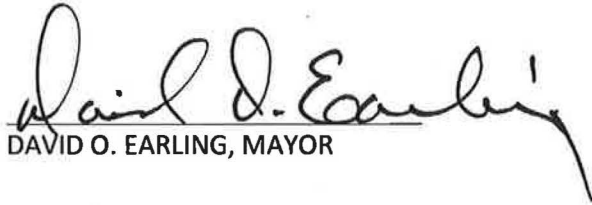
City Engineer Rob English explained additional work has been encountered which requires additional services from MurraySmith. The proposed fee is \$59,810 and includes \$6,000 in management reserve. Tasks include additional submittal reviews, request for information and clarification, change order support, on-site inspections, structural engineering support, corrosion repairs and additional project management. Staff recommends approve on the Consent Agenda. The additional services will be paid from the Water Utility Fund.

It was the consensus of Council to forward this item to the Consent Agenda.

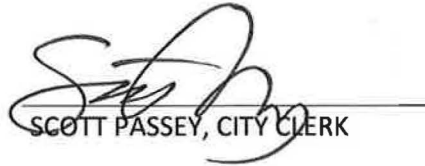
5. DRAINAGE EASEMENT AT 1015 BELL STREET

12. ADJOURN

With no further business, the Council meeting was adjourned at 10:30 p.m.



DAVID O. EARLING, MAYOR



SCOTT PASSEY, CITY CLERK

EDMONDS CITY COUNCIL APPROVED MINUTES

November 27, 2018

ELECTED OFFICIALS PRESENT

Dave Earling, Mayor
 Michael Nelson, Council President
 Kristiana Johnson, Councilmember
 Thomas Mesaros, Councilmember
 Adrienne Fraley-Monillas, Councilmember
 Diane Buckshnis, Councilmember
 Dave Teitzel, Councilmember
 Neil Tibbott, Councilmember

STAFF PRESENT

Al Compaan, Police Chief
 Phil Williams, Public Works Director
 Carrie Hite, Parks, Rec. & Cult. Serv. Dir.
 Patrick Doherty, Econ. Dev & Comm. Serv. Dir.
 Shane Hope, Development Services Director
 Scott James, Finance Director
 Mary Ann Hardie, HR Director
 Dave Turley, Assistant Finance Director
 Jeff Taraday, City Attorney
 Scott Passey, City Clerk
 Jerrie Bevington, Camera Operator
 Jeannie Dines, Recorder

1. CALL TO ORDER/FLAG SALUTE

The Edmonds City Council meeting was called to order at 7:00 p.m. by Mayor Earling in the Council Chambers, 250 5th Avenue North, Edmonds. The meeting was opened with the flag salute.

2. ROLL CALL

City Clerk Scott Passey called the roll. All elected officials were present.

3. APPROVAL OF AGENDA

Mayor Earling advised Item 5, Snohomish Health District Presentation, was removed from the agenda as the presenter was not available.

COUNCILMEMBER BUCKSHNIS MOVED, SECONDED BY COUNCILMEMBER TEITZEL, TO APPROVE THE AGENDA IN CONTENT AND ORDER AS AMENDED. MOTION CARRIED UNANIMOUSLY.

4. APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Johnson requested Item 4.4 be removed from the Consent Agenda.

COUNCILMEMBER JOHNSON MOVED, SECONDED BY COUNCILMEMBER FRALEY-MONILLAS TO APPROVE THE REMAINDER OF THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY. The agenda items approved are as follows:

1. **SEPTEMBER 2018 QUARTERLY FINANCIAL REPORT**
2. **APPROVAL OF CLAIM, PAYROLL AND BENEFIT CHECKS, DIRECT DEPOSIT AND WIRE PAYMENTS.**

3. **ONE-YEAR RENEWAL OF THE LIGHTHOUSE, PLLC CONTRACT (LIGHTHOUSE)**
5. **AUTHORIZATION FOR MAYOR TO SIGN A SUPPLEMENTAL AGREEMENT WITH MURRAYSMITH FOR THE FIVE CORNERS RESERVOIR RECOATING PROJECT**
6. **DRAINAGE EASEMENT AT 1015 BELL STREET**
5. **ITEMS REMOVED FROM CONSENT**
 1. **SENIOR CENTER LEASE AMENDMENT PROPOSAL (previously Consent Agenda Item 4.4)**

Councilmember Johnson recalled she had reservations when the ground lease was presented to City Council three years ago, primarily of an environmental nature and her concerns have not been completely satisfied. She was aware there were plans to build the building 12 inches about the flood area; however, with global warming, king tides and flooding, she was not convinced this was the best decision for the City with regard to the location of the senior center. She will not vote in favor of the lease amendment.

In the event the breakwater was not sufficient or was damaged during construction, Councilmember Johnson was unclear who would be financially responsible, whether the cost would be shared 50/50 or if it would be 100% the City's responsibility. She pointed out there is inadequate parking in that area and there needs to be a plan for parking such as utilizing adjacent parking lots or a parking system for larger events.

Councilmember Fraley-Monillas said she and other Councilmembers have received several comments from citizens regarding the Senior Center. She asked who would be responsible if the Senior Center defaults on the loan they are considering for the remainder of the building funds. She was told by the executive director that whoever loans them the money will be out the money, that the City will not be responsible to pay back the loans. For clarification, she explained the Senior Center will own the new building, but the City owns the land. City Attorney Jeff Taraday referred to Paragraph 4.3 in the proposed ground lease which addresses many related topics including the specific question Councilmember Fraley-Monillas raised with regard to loans. He read from the paragraph, "Senior Center shall not encumber the Property or any Improvements thereon without prior written approval of the City." That sentence prevents the Senior Center from using the City's property or their building on the City's property as collateral for a loan. He used the example of a mortgage where the land secures the loan; the Senior Center cannot do that in this situation. Any loans the Senior Center gets would most likely be unsecured although he did not have information related to their financial plan and suggested those questions be directed to the Senior Center. Based on this sentence, he assumed most of their loans would be unsecured. To the extent there is a default on an unsecured loan, that is between the Senior Center and the lender and the City should not have any liability to make up any default.

Councilmember Teitzel read from Section 4.3 of the Ground Lease, "Failure to remove the lien or furnish the cash or bond acceptable to the City within thirty (30) days shall constitute an Event of Default under this Lease and the City shall automatically have the right, but not the obligation, to pay the lien in full with no notice to Senior Center and Senior Center shall immediately reimburse the City for any sums so paid to remove any such lien." He inquired about the word "immediately" in this clause; immediately to him meant without delay and he asked if that could mean the same day. He said "immediately" was a term of art and he was troubled by a term of art in a legal document. Mr. Taraday did not agree it was a term of art; a general legal principle in interpreting legal documents is that unless there is a specific reason to interpret a word in a way that's different than its regular, plain dictionary meaning, the regular, plain dictionary definition is used. He did not see a reason to interpret "immediately" differently than it would be used in ordinary speech.

Mr. Taraday provided context for this sentence, noting if the Senior Center can't encumber the property, how could there be liens. Under state law, when a contractor or subcontractor works on property and doesn't get paid for the work, they are entitled to file a lien on the real property to ensure they will ultimately get paid. That is theoretically how these liens could arise. The Senior Center is not authorized to not pay its contractors and furthermore, it provides that the Senior Center would obtain a performance bond to ensure if they aren't able to pay their contractors, a third party would pay the contractors. He concluded the City was well protected in that regard.

With regard to "immediately," Mr. Taraday explained if the lien was not removed immediately, Senior Center would be in default under the lease and the lease provides various different ways of correcting defaults, one of which, in the most extreme cases of default where there is no other viable remedy, the City could terminate the lease in which case all improvements located on the property would become the City's property. He did not anticipate that would ever be necessary given the protection provided by the performance bond.

Councilmember Johnson recognized the seawall was outside the footprint of the build, but its sole intent was to protect the building. She asked if the lease agreement addressed responsibility for the seawall. Mr. Taraday said it does not directly address replacement of the seawall; the seawall is be outside the footprint that the Senior Center is leasing from City. Councilmember Johnson asked if the City would be responsible for maintaining or replacing the seawall even if its sole function was to protect building. Mr. Taraday said the seawall protects not just building but also the parking lot which provides parking for the building and City's adjacent park as well as protects the City's trail system located on the waterfront side of building.

Parks & Recreation Director Carrie Hite said the seawall is currently the City's responsibility to maintain. If the seawall were damaged due to construction of building, which is not covered in lease, she believed it would be the Senior Center's responsibility. If there was any damage to the adjoining Ebttide building, the sidewalk or sections of the parking lot that are planned to be reconstructed, it would be the Senior Center's responsibility as part of the construction project. Mr. Taraday agreed. Councilmember Johnson commented the property is a former site of a sawmill, so what under the surface is unknown.

Councilmember Buckshnis recalled in September the Finance Committee asked for an updated proforma that replaced TBD with numbers as well as an updated feasibility study the reflected the \$16M estimated cost, but those have not been provided. She observed the Senior Center may borrow \$1.5M. She asked if the City could loan money to the Senior Center, similar to the loan to the Edmonds Public Facilities District, if the Center was unable to sustain its profitability. Mr. Taraday answered there was nothing preventing the City from choosing to lend money to the Senior Center, but there was also nothing that obligated the City to lend them money. The lease expressly contemplates the City Council will have a forthcoming opportunity to revisit their financial circumstances.

Mr. Taraday referenced Section 4.1.1 of the proposed lease which states "Senior Center shall undertake no demolition, construction, remodeling, alteration, or changes ("Work") on or to the Property without the prior written consent of the City, which shall be within the discretion of the City Council to withhold or deny. In applying its discretion, the City Council shall consider, among other factors deemed relevant by the City Council, the extent to which the Senior Center has secured sufficient capital and/or financing to complete the construction of the Building, the construction of other improvements to the Property, and related financial obligations (including having an adequate contingency fund for the contemplated Work)..."

Councilmember Buckshnis clarified the City could choose not to authorize the Senior Center to break ground if their financials are not sufficient to support the project. Mr. Taraday agreed, when the Senior

Center comes to the Council in a few months seeking that authority, the City Council will have another opportunity to review their financial status and the extent to which they have the capital secured and decide whether the Council is comfortable moving forward.

Council President Nelson commented on the importance of continuing the long-term partnership for this vital community asset.

COUNCIL PRESIDENT NELSON MOVED, SECONDED BY COUNCILMEMBER MESAROS, TO APPROVE THE OPTION TO LEASE BETWEEN THE SENIOR CENTER AND THE CITY OF EDMONDS. MOTION CARRIED (6-1), COUNCILMEMBER JOHNSON VOTING NO.

6. PRESENTATIONS

1. SNOHOMISH HEALTH DISTRICT PRESENTATION

This item was removed from the agenda.

7. AUDIENCE COMMENTS

Dave Cooper, Edmonds, referred to the Housing Strategy Task Force, commenting he has been following this issue for a long time. He urged the Council to listen to the people who are opposed to Housing Strategy and have very deep concerns about it. In the meetings he has attended, 75-80% of the people are opposed; many others who do not have time to attend meetings are very concerned about the Housing Strategy. The original task force represented special interests and did not reflect the citizens of Edmonds which is the reason for the opposition. It would be more cost effective in the long run to involve the people who are opposed to the draft Housing Strategy, get their input and develop a strategy everyone can agree on instead of doing it multiple times. There has been talk of litigation if the Housing Strategy is passed. He supports the concept of more density in Edmonds, but his other concerns have been ignored. He was impressed with how hard the City Council works and suggested it may be time to move to a paid City Council because a Council paid for by the taxpayers would provide better representation and, as a taxpayer, he would be willing to pay for that.

Jay Huag, Edmonds, said he first learned of the Housing Strategy Review agenda item yesterday. He and others understand the thinking behind it and many like the reset date of the 2020 but the way the Citizen Housing Commission is chosen is one of the biggest concerns as there does not appear to be an open application process and Councilmembers who vote one way will appoint accordingly. The current administration seems to be controlling a good portion of the process. Most citizens weren't fooled by the charade this summer and fall regarding the Housing Strategy and the trust factor is almost non-existent. Mayor Earling having two information meetings in the heart of the holiday season, December 3 and 13, makes it appear there is once again a rush to complete the Housing Strategy. He requested the City Council remove the Housing Strategy from of the Comprehensive Plan and develop a new plan with citizen input and transparency. He will trust in the process until he doesn't; government doesn't always get it wrong, such as with the Housing Strategy, and when enough citizens speak up, the Council needs to listen. Some of the ideas may be helpful in starting a new open and inclusive process in 2019 that will truly reflect what the residents of Edmonds want. Citizens do not want Edmonds to be another cookie-cutter town which the original strategy intended to do. He urged the Council to reach out to the citizens; hundreds have come to meetings, open houses, town halls, workshops, to speak honestly about what they want the Council to do.

Rebecca Anderson, Edmonds, was encouraged by the efforts being made regarding the Housing Strategy process, specifically how to include more input and participation from residents which will result in a better outcome that will benefit residents of Edmonds. Rushing through another draft of the Housing Strategy would likely result in more skepticism from residents. She was encouraged to see some Councilmembers

Councilmember Teitzel said speaking for all Cougars, we'll get 'em next year.

Councilmember Tibbott said he enjoyed watching the snowstorm in Pullman and was celebrating the Huskies' win.

Councilmember Mesaros was pleased that 37 years ago today he married the love of his life.

14. **CONVENE IN EXECUTIVE SESSION REGARDING PENDING OR POTENTIAL LITIGATION PER RCW 42.30.110(1)(i)**

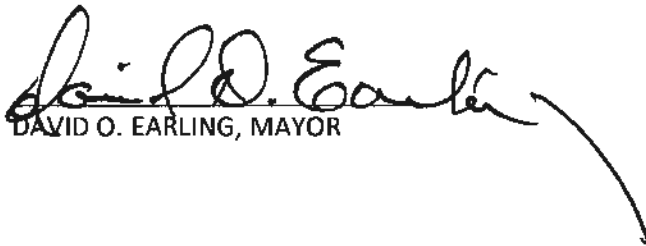
This item was not needed.

15. **RECONVENE IN OPEN SESSION. POTENTIAL ACTION AS A RESULT OF MEETING IN EXECUTIVE SESSION**

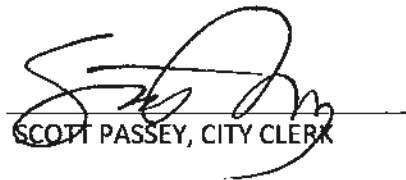
This item was not needed.

16. **ADJOURN**

With no further business, the Council meeting was adjourned at 10:47 p.m.



DAVID O. EARLING, MAYOR



SCOTT PASSEY, CITY CLERK

GROUND LEASE
BETWEEN THE CITY
OF EDMONDS AND
THE EDMONDS SENIOR CENTER

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EXHIBIT A
EXHIBIT B
EXHIBIT C

LIST OF EXIBITS
Property Description
Access and Parking Easement
Utility Easement

GROUND LEASE
BETWEEN THE CITY OF EDMONDS
AND THE EDMONDS SENIOR CENTER

THIS GROUND LEASE (this "Lease"), effective the 15th day of April, 2019 ("Effective Date") is between THE CITY OF EDMONDS, a municipal corporation of the State of Washington (the "City") and THE EDMONDS SENIOR CENTER, a nonprofit corporation under the laws of the State of Washington (the "Senior Center").

WHEREAS, the City and the Senior Center entered into a Lease dated December 1, 2008 (the "2008 Lease"), the Term of which was scheduled to expire in 2020 unless extended by one or both of the two five-year extensions in the 2008 Lease.

WHEREAS, the 2008 Lease encompasses a portion of the real property that is subject to this Lease and the parties intend that this Lease supersede the 2008 Lease.

The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound by the terms and conditions of this Lease, agree as follows:

SECTION 1.
AGREEMENT TO LEASE PROPERTY

1.1 Agreement to Lease and Description of Property. The City hereby leases to the Senior Center and the Senior Center leases from the City that certain real property described and shown on **Exhibit A** attached hereto together with all improvements located thereon or to be located thereon (the "Property"). The Property is the [redacted] square foot area upon which the Senior Center is to construct its Edmonds Waterfront Center Building (the "Building").

1.1.1 Access and Parking Easement. During the term of this Lease, Senior Center shall have a non-exclusive easement for a term of years over and across the real property legally described in and on the terms and conditions set forth in **Exhibit B** (the "Access and Parking Easement") for ingress, egress and parking for the Property. Nothing herein or in the Access and Parking Easement shall prevent the City from signing and regulating the parking lot to make it time-limited, to reserve certain spots for electric vehicles, or to make other similar modifications to the way the parking lot is used. Senior Center shall make reasonable efforts to ensure that its rental activities do not overburden the parking lot, particularly during daylight hours. Such reasonable efforts may include the use of valet parking, the use shuttle buses from an off-site parking location, and/or other means, PROVIDED THAT the determination as to whether such means are necessary, and, if so, which to employ, shall be mutually agreeable and subject to the dispute resolution process in Section 9.18, in the event that the parties cannot agree.

1.1.2 Utility Easement. During the term of this Lease, Senior Center shall have

a non-exclusive easement for a term of years over, under and across the real property legally described in and on the terms and conditions set forth in **Exhibit C** (the "Utility Easement") to allow utility connections to and from the Property.

1.2 Use of the Property.

1.2.1 Allowed Uses of the Property by the Senior Center. Except as otherwise provided herein, the Senior Center shall use the Property for the purpose of constructing, maintaining, and operating a non-profit community resource center to be known as the "Edmonds Waterfront Center" serving the needs of the local population, in particular, poor, infirm and otherwise vulnerable seniors and other members of the community.

1.2.1.1 Notwithstanding the foregoing, the Senior Center may from time to time utilize portions of the Property for revenue-generating activities including, but not limited to, rentals, events and the operation of a thrift store and cafe, provided that all revenues generated therefrom shall be utilized by the Senior Center exclusively for the purposes set forth in Section 1.2.1, above.

1.2.2 Allowed Uses of the Property by the City. The City of Edmonds shall be given access to the Building so it may offer recreational and other programs to the public. Except for the thrift shop and cafe areas, the City will be allowed first-priority use of the Building Monday through Thursday, 4:00 pm - close. The Senior Center shall have first-priority use of the Building at all other times. The City and Senior Center agree to meet on a regular on-going basis (at least quarterly) to review their respective program schedules and determine whether there is any unprogrammed (surplus) time after accounting for each party's program needs during that party's first-priority time periods. At these meetings each party shall offer its remaining unprogrammed first-priority time slots to the other party for use by the other party. Senior Center acknowledges that the grounds surrounding the Property are a public park and shall remain open to the public subject to the City's reasonable regulations relate to uses, hours, etc.

1.2.3 The City is not responsible for repair and/or maintenance of the Building; provided, however, as part of the City's allowed use of the Building, the City may be charged for mutually agreed upon costs directly associated with its use of the Building (i.e. utilities, site monitor, cleaning, etc.).

SECTION 2. TERM

2.1 Initial Term. The term of this Lease ("Lease Term") shall extend for a period of Forty (40) years commencing on April 15, 2019, and terminating on April 14, 2059, subject to the right of the Senior Center to extend the Lease Term as provided herein.

2.2 Extension Term. The Lease Term may be extended by the Senior Center for an additional period of Fifteen (15) years.

2.2.1 Conditions of Extension. In order for the Senior Center to extend the Lease Term, it shall: (i) not be in material default at the time of providing Notice of its Lease Extension and thereafter; (ii) provide written Notice of its Lease Extension at least one hundred eighty (180)

days prior to the Termination of the Lease Term.

2.2.2 Process for Extension. No sooner than three hundred sixty-five (365) days and no later than one hundred eighty (180) days prior to the expiration of the Lease Term, Senior Center shall provide written notice of its intention to exercise the Extension Term. The City and Senior Center shall meet no later than one hundred twenty (120) days prior to the expiration of the Lease Term to confirm the Extension Term, discuss any matters pertaining thereto and sign a Lease Addendum incorporating the Extension Term and any mutually acceptable matters pertaining to the Extension Term.

SECTION 3. RENT

3.1 Rent. In consideration for the use of the Property as specified in this Lease, the Senior Center shall pay to the City a total payment of Ten Dollars (\$10.00) per year, and such sum shall be paid within ten (10) days from the date of execution of this Lease and within ten (10) days following January 1st of each calendar year of each year during the Term of this Lease. The parties mutually agree and acknowledge that the Senior Center's operation of the Building upon the Property effectuates a fundamental government purpose and public benefit such as to obviate the necessity of additional rental payment compensation. Furthermore, because the Senior Center's mission is to enrich the social, physical, and intellectual wellbeing of seniors, the City is able to lease this property to the Senior Center for less than fair market value under the poor and infirm exception to the constitutional (Article 8, Section 7) prohibition on gifting or loaning of public funds.

SECTION 4. SENIOR CENTER'S OTHER OBLIGATIONS

4.1 Construction of Improvements. The Senior Center and City are, through this Lease, undertaking respective obligations to design, construct and maintain various improvements, which improvements will be jointly used as described in this Lease and its attached exhibits. Unless expressly stated otherwise, the Senior Center shall be obligated to design, construct, and maintain, at its sole expense, the Building and all other improvements that are to be located on the Property. Unless expressly stated otherwise, as, for example, in Section 4.4, the City shall be obligated to design, construct, and maintain, at its sole expense, the parking lot, frontage improvements, and all other improvements contemplated herein that are not to be located on the Property. These respective obligations are described in more detail below.

4.1.1 City Approval and Ownership. Senior Center shall undertake no demolition, construction, remodeling, alteration, or changes ("Work") on or to the Property without the prior written consent of the City, which shall be within the discretion of the City Council to withhold or deny. In applying its discretion, the City Council shall consider, among other factors deemed relevant by the City Council, the extent to which the Senior Center has secured sufficient capital and/or financing to complete the construction of the Building, the construction of other improvements to the Property, and related financial obligations (including having an adequate contingency fund for the contemplated Work), the intended uses of the Property as described in Section 1.2, as well as the Property's impacts upon the adjacent park. The consent contemplated in this subsection 4.1.1 is separate and apart from the City's regulatory authority and the discretion to withhold or deny approval under this subsection 4.1.1 is not limited in the same way that the City's regulatory discretion is limited.

4.1.1.1 In addition to the need to obtain the consent required above, no later than 21 days prior to commencing any Work on the Property, Senior Center shall also obtain a temporary construction easement from the City to the extent that any portion of the City's other property (outside the boundaries of the Property) will need to be used for construction purposes related to the Work. The City shall cooperate with the Senior Center in the negotiation and execution of the temporary construction easement and shall not unreasonably withhold its issuance. The temporary construction easement shall address, among other factors, the means, methods, and timing for coordinating the Senior Center's Work with the City's Work, if the City has a contemporaneous construction project, as it will during the construction of the Building. Any deviation from approved plans must also be approved, in writing, by the City.

4.1.1.2 Improvements constructed by the Senior Center during the term of this Lease shall be considered the Senior Center's property until the date this Lease is terminated. Upon termination of the Lease Term, together with Extension, if applicable, all improvements located on the Property shall become the property of the City, excepting trade fixtures, which may be removed by Senior Center at its option.

4.1.1.3 The Senior Center will bring forth the schematic design of the facility, including its footprint on the Property, to the City Council for approval. The City Council will consider and may opt to hold one or more public hearings on the schematic design prior to taking action. The Senior Center agrees not to proceed with the design development phase of the design process until the schematic design of the facility, including its footprint on the Property, is approved by the City Council. The Senior Center will also bring forth the design development phase drawings of the facility to the City Council for approval. The Senior Center agrees not to proceed with the construction document phase of the design process until the drawings from the design development phase have been approved by the City Council. Any proposed substantive design changes that are inconsistent with a previous design approval (schematic or design development), including proposed changes to the facility's footprint on the Property, shall also be subject of City Council approval and shall be returned to the City Council as soon as practicable and not be deferred until the approval of the next phase.

4.1.1.4 In the event there are any disputes that arise concerning decisions made by the City under this Section 4.1.1, those disputes shall be subject to the dispute resolution provisions in Section 9.18.

4.1.2 Permits. Once approvals have been given by the City under 4.1.1, above, no Work may commence until Senior Center obtains and delivers to the City copies of all necessary governmental permits. Senior Center must also supply the City with a copy of any occupancy permit required and any certification required by the fire marshal, prior to Senior Center's occupancy of the Property.

4.1.3 Construction Schedule. Construction Work must be completed within the earlier of two (2) years of the receipt of consent to perform the Work obtained under Section 4.1.1 or three (3) years of the Commencement Date of this Lease. If construction is begun within one (1) year of the receipt of consent and diligently performed thereafter, the City will grant Senior Center a one (1) year extension to complete construction, if needed, so long as Senior Center

notifies the City of its need for additional time at least thirty (30) days in advance of the completion deadline. Failure to complete construction within the specified time shall be an event of Default under Section 7.1 unless any delay in construction occurred as a result of failure by the City to allow Senior Center's construction to commence in a timely manner in which case, the Senior Center shall be given a commensurate amount of time for completion of construction. All Work done on the Property at any time during the term of this Lease must be done in a good workman-like manner and in accordance with all applicable laws and all building, land use, and other permit requirements. All Work shall be done with reasonable dispatch. If requested by the City, within thirty (30) days after the completion of any Work, Senior Center shall deliver to the City complete and fully detailed as-built drawings of the completed Work, in both electronic and paper forms, prepared by an architect licensed by the State of Washington. All landscaping shall be designed by a landscape architect licensed in the State of Washington.

4.2 Maintenance. At all times during the Lease Term and any Extension Term, Senior Center shall reasonably keep and maintain the Building and other improvements located on the Property in good repair and operating condition and shall make all necessary and appropriate preventive maintenance, repairs, and replacements. On each fifth anniversary of this Lease (meaning every five years), the City and Senior Center shall conduct a thorough inspection of the Building and other improvements on the Property and City shall inform Senior Center of any needed repairs, maintenance or clean-up to be done in order to maintain the quality of any Building and other improvements to the Property, reasonable wear and tear excepted. Such repairs, maintenance and clean-up shall be done with reasonable dispatch at the sole cost of the Senior Center. Prior to entering into any Extension Term of this Lease such an inspection will also be required and all reasonable repairs and maintenance needed to be done must be done to the Building and other improvements before an Extension Term of the Lease commences.

4.3 No Liens. Senior Center agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been provided to the Property. If any lien is filed against the Work which Senior Center wishes to protest, then Senior Center shall immediately deposit cash with the City, or procure a bond acceptable to the City, in an amount sufficient to cover the cost of removing the lien from the Work. Failure to remove the lien or furnish the cash or bond acceptable to the City within thirty (30) days shall constitute an Event of Default under this Lease and the City shall automatically have the right, but not the obligation, to pay the lien in full with no notice to Senior Center and Senior Center shall immediately reimburse the City for any sums so paid to remove any such lien. Senior Center shall not encumber the Property or any Improvements thereon without prior written approval of the City. Senior Center shall obtain a performance bond in the full amount of the contract it has signed with its contractor to complete the facility and provide such performance bond to the city prior to demolition of the existing facility. The performance bond shall ensure that the construction of the facility is completed and that all workers, contractors, subcontractors, and suppliers will be paid.

4.4 Utilities and Services. Senior Center must make arrangements for all utilities and shall promptly pay all utility charges before they become delinquent. Senior Center is solely responsible for verifying the existence, location, capacity and availability of all utilities it may need for Senior Center's planned use of the Property. Notwithstanding Section 4.1, Senior Center shall be solely responsible for the cost of designing, constructing and extending any necessary utility lines from the right of way or adjacent properties into the Property even though much of

this work will occur outside of the Property. Senior Center shall be solely responsible for meeting and securing all permits and for meeting all requirements necessary to achieve all of the above, including the payment of any required permit fees and/or connection fees. If the parties cannot agree upon terms for the means, methods, and timing related to the construction of the utilities described above, or if any conflict arises during construction, the City shall have the right to have its contractor construct the Building's utilities, or any portion thereof. If the City elects to undertake such construction, it will still be done at the Senior Center's sole cost and invoices for such construction shall be paid within no later than 30 days of receipt.

4.5 Signs. Any signs erected by Senior Center must comply with all local sign ordinances. To the extent that any signs for the Edmonds Waterfront Center will be located outside of the Property, e.g., on the parking lot property, Senior Center must obtain permission from the City as to the location of such signs. Senior Center shall remove all signs and sign hardware upon termination of this Lease and restore the sign location(s) to its (their) former state(s), unless the City elects to retain all or any portion(s) of the signage. Signage requirements may reasonably change during the term and, to maintain uniformity and continuity, Senior Center will comply with any new sign code requirements within a reasonable time after the adoption of such new requirements.

SECTION 5. CITY AUTHORITY AND OBLIGATIONS

5.1 Delivery of Property. Senior Center shall have the right to possession of the Property as of the Commencement Date. In the event the City shall permit Senior Center to occupy the Property prior to the Commencement Date, such occupancy shall be subject to all provisions of this Lease. Early or delayed possession shall not advance or defer the Expiration Date of this Lease.

5.2 Quiet Enjoyment. Subject to Senior Center performing all of Senior Center's obligations under this Lease and subject to the City's rights under this Lease and its rights of condemnation under Washington law, Senior Center's possession of the Property will otherwise not be disturbed by the City. Any sublease shall be subject to prior approval by the City and if approval is granted this quiet enjoyment provision shall apply to Senior Center's sub lessees.

5.3 Condition of Property. The City makes no warranties or representations regarding the condition of the Property, including, without limitation, the suitability of the Property for Senior Center's intended uses or, the availability of accessible utilities or roadways needed for Senior Center's intended purposes. Senior Center has inspected the Property, conducted its own feasibility and due diligence analysis, and, as of the date its environmental audit is completed and the report provided to Senior Center or Senior Center's commencement of construction, whichever occurs first, Senior Center accepts the Property in "AS IS" condition, upon taking possession.

5.4 Parking Lot and Frontage Improvement Design, Construction and Repair Obligations.

5.4.1 Parking Lot and Frontage Improvements Design. The City and Senior Center shall work together to design a Parking Lot and Frontage Improvements that meet the requirements for the shared use by the Edmonds Waterfront Center and the City's Regional Park

facilities. The total number of parking spaces incorporated into the design for the Parking Lot shall accommodate as closely as possible the anticipated parking demands for the Edmonds Waterfront Center activities and the City's Regional Park activities. The Parking Lot and Frontage Improvements shall be located outside the boundaries of the Property on the City's abutting property. The costs of planning and design of the Parking Lot and Frontage Improvements shall be paid by the City.

5.4.2 Parking Lot and Frontage Improvements Construction. The City shall design, permit, procure and engage a general contractor and pay the cost of construction of the Parking Lot and Frontage Improvements adjacent to and which serves the Property and the City's regional park according to the design plans as provided to Senior Center in Section 5.4.1, above. The Parking Lot and Frontage Improvements must be constructed in coordination with Senior Center's construction of the Edmonds Waterfront Center Building so that it is substantially complete before the Building and related improvements are occupied.

5.4.3 Parking Lot and Frontage Improvements Maintenance and Repair. The City shall have full responsibility for repair, maintenance and any capital improvements required for the Parking Lot and Frontage Improvements after its initial construction, except for work associated with the Building's utilities, which shall be the Senior Center's responsibility. The City shall undertake regular inspections of the Parking Lot and Frontage Improvements consistent for a property of that type and implement necessary and appropriate maintenance activities at reasonable intervals to keep the Parking Lot and Frontage Improvements in good condition. When capital renovations are required to restore the Parking Lot and/or Frontage Improvements to good condition during the Lease Term, the City shall undertake such capital improvements.

5.4.4 Beach Restoration and Walkway. The City has other areas of its regional park that are located adjacent to the Property. Two of these other areas are the City beach and the City walkway. The City is undertaking a beach restoration project for its regional Park area and it shall complete that restoration project, and walkway completion and pay the cost thereof. The City shall also complete the design, permitting, construction of and payment for the City walkway project adjacent to the Property, and any other contemplated improvements not located on the Property.

5.4.5 The Building's Location within Regional Park Grounds and Park Maintenance Responsibility. The Property is owned by the City and is adjacent to a City-owned regional park. The City shall define maintenance standards and intervals for the grounds adjacent to the Property, including landscaping, irrigation, and general refuse removal (not inclusive of the garbage utility from the Building on the Property). This park area will be within the control of the City. The Senior Center acknowledges that, as a public park, the grounds adjacent to the Property likely constitute a public forum for First Amendment purposes and that there may be circumstances in which the City may need to allow constitutionally protected activity to occur on the site adjacent to the Property. Such circumstances shall not constitute a constructive eviction of the Senior Center and may not be grounds for damages to be paid from the City to the Senior Center. The Senior Center may not exclude the public from the park grounds, or any

other area outside the Property, unless it has obtained the applicable event permit or reservation from the City.

SECTION 6. INDEMNITY, INSURANCE

6.1 General Indemnity. Upon the Commencement Date of this Lease, the Senior Center agrees to defend (using legal counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all actual or alleged claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties, (collectively "Costs"), which may be imposed upon or claimed against the City, and which, in whole or in part, directly or indirectly, arise from or are in any way connected with Senior Center's use of the Property or the Parking Lot, or from the conduct of Senior Center's business, or from any activity, work or thing done, permitted, or suffered by Senior Center in or about the Property or the Parking Lot, except only such injury or damage as shall have been occasioned by the sole negligence of the City including: Any act, omission or negligence of the Senior Center, its Sub lessees, or its event space renters; any use, occupation, management or control of the Property or the Parking Lot by the Senior Center; any condition created in, on or about the Property or the Parking Lot by Senior Center, an agent, sub lessee, or event space renter, including any accident, injury or damage occurring in, on or about the Property or the Parking Lot after the Effective Date; any breach, violation, or nonperformance of any of Senior Center's obligations under this Lease by Senior Center, its Sub lessees, or event space renters; any damage caused by Senior Center, its Sub lessees, or event space renters on or to the Property or the Parking Lot. The Senior Center's obligations and liabilities hereunder shall commence on the Effective Date of this Lease, if earlier than the Commencement Date and if caused by the activities of the Senior Center or its agents or invitees on the Property or the Parking Lot. As used herein, the indemnification provided by the Senior Center is intended to include indemnification for the actions of the Senior Center and its employees and other agents and all of the Senior Center's Sub lessees, event space renters and all of their respective employees and other agents. The Senior Center's obligations to indemnify, defend and hold harmless the City hereunder include indemnification of the employees, agents and elected officials of the City.

6.2 Insurance Requirements. The Senior Center shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Building's operation and use of the Property or the Parking Lot. Senior Center's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Senior Center to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The amounts listed indicate only the minimum amounts of insurance coverage the City is willing to accept to help insure full performance of all terms and conditions of this Lease. All insurance required by Senior Center under this Lease shall meet the following minimum requirements:

6.2.1 Certificates: Notice of Cancellation. On or before the Commencement Date, Senior Center shall furnish the City with original certificates and a copy of any amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the existence of all insurance required under Section 6.3. Thereafter, the City must

receive notice of the expiration or renewal of any policy at least thirty (30) days prior to the expiration or cancellation of any insurance policy, PROVIDED THAT the Senior Center shall provide the City with written notice of any policy expiration or cancellation, within two business days of its receipt of such notice. No insurance policy may be canceled, revised, terminated or allowed to lapse without at least thirty (30) days prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the entire Lease Term and any Extension Term. Insurance shall not be canceled without City consent. The City shall also be given copies of Senior Center's policies of insurance, upon request.

6.2.2 Additional Insured. The City shall be named as an additional insured in each required policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage and, for purposes of damage to the Property or the Parking Lot, as a loss payee to the extent of its interest therein. Such insurance shall not be invalidated by any act, neglect or breach of contract by Senior Center and shall not in any way be construed by the carrier to make the City liable for payment of any of Senior Center's insurance premiums.

6.2.3 Primary Coverage. The required policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Senior Center's insurance and shall not contribute with it.

6.2.4 Company Ratings. All policies of insurance must be written by companies having an A.M. Best rating of not less than A: VII. The City may, upon thirty (30) days written notice to Senior Center, require Senior Center to change any carrier whose rating drops below such rating.

6.3 Required Insurance. At all times during this Lease, Senior Center shall provide and maintain the following types of coverage:

6.3.1 Commercial General Liability Insurance. Senior Center shall maintain an occurrence form commercial general liability policy (including coverage for broad form contractual liability; and personal injury liability) for the protection of Senior Center and the City, insuring Senior Center and the City against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Property or the Parking Lot or occasioned by reason of the operations of Senior Center. Such coverage shall name the City as an additional insured using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

6.3.2 Property Insurance. Senior Center shall maintain, in full force and effect during the Lease Term, "All Risk" property insurance covering all buildings, fixtures, equipment, and all other Improvements located on the Property or the Parking Lot. Coverage shall be in an amount equal to One Hundred Percent (100%) of the new replacement value thereof with no coinsurance provisions. Such insurance shall name the City as an additional insured and loss payee

as to its full interest in the insured property and shall include the insurer's waiver of subrogation in accordance with Section 6.4.

6.3.3 Automobile Liability Insurance. Senior Center shall maintain for all of Senior Center's employees who are present on the Property or the Parking Lot or are involved in the operations conducted on the Property or the Parking Lot an occurrence form automobile liability policy insuring Senior Center and the City against liability for damage because of bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of Senior Center's owned, hired, leased and non-owned vehicles on and around the Property or the Parking Lot. Such insurance shall name the City as an additional insured. Coverage shall be in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence.

6.3.4 Workers' Compensation Insurance. Senior Center shall maintain in force Workers' Compensation insurance for all of Senior Center's employees who are present on the Property or the Parking Lot or are involved in the operations conducted on the Property or the Parking Lot, including coverage for Employer's Liability. In lieu of such insurance, Senior Center may maintain a self-insurance program meeting the requirements of the State of Washington and a policy of Excess Workers' Compensation with a limit of at least One Million Dollars (\$1,000,000) per accident above the self-insured retention. Senior Center has indicated that none of its employees will be on the Property or the Parking Lot since Senior Center intends to hire a management company to oversee the Property or the Parking Lot. In that case, Senior Center shall be responsible to require that its management company provides workers' compensation insurance for its employees on the Property or the Parking Lot and Senior Center shall fully defend and indemnify the City against any workers' compensation claim.

6.3.5 Builder's Risk. Senior Center shall maintain, in full force and effect during construction of Senior Center's facility described in this Lease, Builders Risk insurance covering interests of the Senior Center, the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Coverage shall include: 1) formwork in place; 2) all materials and equipment on the Property or the Parking Lot; 3) all structures including temporary structures; and 4) all supplies related to the Work being performed. The insurance required hereunder shall have a deductible of not more than Five Thousand Dollars (\$5,000), which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work.

6.4 Waiver of Subrogation. Senior Center and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said facility. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

6.5 Periodic Review. The City shall have the right to periodically review the limits and

terms of insurance coverage. In the event the City determines that such limits, and/or terms should be changed, the City will give Senior Center a minimum of thirty (30) days' notice of such determination and Senior Center shall modify its coverage to comply with the new insurance requirements of the City. The City agrees that it shall be reasonable in any coverage change required, and that such change will be in accordance with standard market requirements for the Building or similar activity centers. Senior Center shall also provide the City with proof of such compliance by giving the City an updated certificate of insurance within thirty (30) days.

6.6 Failure to Maintain Insurance. Failure on the part of the Senior Center to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Senior Center to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

SECTION 7. DEFAULT

7.1 Senior Center Default.

7.1.1 The occurrence of any one or more of the following shall constitute a material default and breach of this Lease by the Senior Center:

7.1.1.1 Vacating the Property. The vacating or abandonment of the Property by the Senior Center for more than thirty (30) days.

7.1.1.2 Failure to Pay Rent. The failure by the Senior Center to make any payment of rent or any other payment required to be made by the Senior Center under this Lease, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Senior Center.

7.1.1.3 Unpermitted Use of the Property. The use of the Property for any purpose not authorized by Section 1.2.1 of this Lease where such unpermitted use of the Property shall continue for a period of thirty (30) days after written notice thereof shall be grounds for default.

7.1.1.4 Failure to Perform. Failure by the Senior Center to observe or perform any of the covenants or provisions of this Lease to be observed or performed by the Senior Center, specifically including, without limitation, the Senior Center's utilization of the Property for purposes materially inconsistent with those set forth in this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof from the City to the Senior Center. Provided, that if the nature of the Senior Center's default is such that more than thirty (30) days are reasonably required for its cure, then the Senior Center shall not be deemed to be in default if the Senior Center shall commence such cure within the thirty (30) day period and thereafter diligent prosecute such cure to completion.

7.1.2 Remedies in Default. In the event of any default or breach by the Senior Center under this Lease, in addition to any other remedies at law or in equity, the City may:

7.1.2.1 Terminate the Lease. Terminate the Senior Center's right to possession of the Property by providing written notice of at least thirty (30) days;

7.1.2.2 Continue the Lease. Maintain the Senior Center's right to possession in which case the Lease shall continue in effect whether or not the Senior Center shall have abandoned the Lease Premises. In such event, the City shall be entitled to enforce all Landlord's right and remedies under this Lease; and/or

7.1.2.3 Other remedies. Pursue any other remedy now or hereafter available to a Landlord under the laws of the State of Washington. The City expressly reserves the right to recover from the Senior Center any and all actual expenses, costs and damages caused in any manner by reason of the Senior Center's default or breach.

7.1.3 Legal Expenses. If either party is required to bring or maintain any action (including insertion of any counterclaim or cross claim or claim in a proceeding in bankruptcy, receivership or other proceeding instituted by a party hereto or by others) or otherwise refers this Lease to any attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other party all costs incurred by prevailing party, including reasonable attorney's fees.

7.2 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by the Senior Center to the City provided, that if the nature of the City's obligation is such that more than thirty (30) days are required for performance then the City shall not be in default if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. The notice shall specify the portion of the Lease that the City has failed to perform and the action that the Senior Center seeks to be taken by the City to prevent the default. The Senior Center further agrees not to invoke any remedies until such thirty (30) days have elapsed.

SECTION 8. REPRESENTATIONS

8.1 Representations of Senior Center.

8.1.1 Senior Center is a duly organized and legally existing corporation under the laws of the State of Washington.

8.1.2 Senior Center's execution, delivery and performance of all of the terms and conditions of this Lease have been duly authorized by all requisite corporate action on the part of Senior Center. This Lease constitutes Senior Center's legal, valid and binding obligations, enforceable against Senior Center in accordance with its terms subject to the effects of bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditor's rights and to equitable principles. Execution of the Lease does not conflict with any provision of Senior Center's Articles of Incorporation, Bylaws or other corporate documents.

8.1.3 There is no claim, action, proceeding or investigation pending or, to the

actual knowledge of Senior Center, threatened in writing, nor is there any legal determination or injunction that calls into question Senior Center's authority or right to enter into this Lease or perform the obligations specified in the Lease.

8.1.4 Senior Center has not employed any broker, finder, consultant or other intermediary in connection with the Lease who might be entitled to a fee or commission in connection with Senior Center and the City entering into the Lease.

8.2 Representations of the City.

8.2.1 The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington, with full power and authority to own and lease the Property. The City has the power to enter into and perform its obligations pursuant to this Lease.

8.2.2 The City's execution, delivery and performance of this Lease have been duly authorized consistent with its requirements under Washington law.

8.2.3 There is no claim, action, proceeding or investigation pending or, to the actual knowledge of the City, threatened in writing, nor is there any outstanding judicial determination or injunction that calls into question the City's authority or right to enter into this Lease.

SECTION 9. GENERAL PROVISIONS

9.1 No Partnership. It is understood and agreed that this Lease does not create a partnership or joint venture relationship between the City and Senior Center. The City assumes no liability hereunder or otherwise for the operation of the business of Senior Center. The provisions of this Lease with reference to rents are for the sole purpose of fixing and determining the total rents to be paid by Senior Center to the City.

9.2 Governing Law. This Lease shall be governed and construed according to the laws of the State of Washington, without regard to its choice of law provisions. Venue shall be in Snohomish County.

9.3 No Benefit to Third Parties. The City and Senior Center are the only parties to this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties. Nothing in this Lease shall be construed as intending to create a special relationship with any third party; neither the City nor the Senior Center intend to create benefits in favor of any third parties as a result of this Lease.

9.4 Notices. All notices required or desired to be given under this Lease shall be in writing and may be delivered by hand delivery, in certain cases sent by facsimile, or by placement in the U.S. mail, postage prepaid, as certified mail, return receipt requested, addressed to the City at:

The City of Edmonds
 121 5th Avenue North
 Edmonds, WA 98020
 Attn: City Clerk

And to Senior Center at:

Edmonds Senior Center
 P.O. Box 717
 Edmonds, Washington 98020
 Attn: Executive Director

Any notice delivered by hand delivery shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by certified mail as set forth herein shall be conclusively deemed received by the addressee on the third Business Day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

9.5 Time of the Essence. Time is of the essence in the performance of and adherence to each and every covenant and condition of this Lease.

9.6 Non-waiver. Waiver by the City or Senior Center of strict performance of any provision of this Lease shall not be deemed a waiver of or prejudice the City's or Senior Center's right to require strict performance of the same provision in the future or of any other provision.

9.7 Survival. Any covenant or condition (including, but not limited to, indemnification agreements), set forth in this Lease, the full performance of which is not specifically required prior to the expiration or earlier termination of this Lease, and any covenant or condition which by their terms are to survive, shall survive the expiration or earlier termination of this Lease and shall remain fully enforceable thereafter.

9.8 Partial Invalidity. If any provision of this Lease is held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

9.9 Calculation of Time. All periods of time referred to in this Lease shall include Saturdays, Sundays, and legal holidays. However, if the last day of any period falls on a Saturday, Sunday, or legal holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday. "Legal Holiday" shall mean any holiday observed by the Federal Government. As used in this Lease, "Business Days" shall exclude Saturdays, Sundays, legal holidays and the week between December 25 and January 1.

9.10 Headings. The article and section headings contained herein are for convenience in

reference and are not intended to define or limit the scope of any provisions of this Lease.

9.11 Exhibits Incorporated by Reference. All Exhibits attached to this Lease are incorporated by reference herein for all purposes.

9.12 Modification. This Lease may not be modified except by a writing signed by the parties hereto.

9.13 Engagement of Brokers. Senior Center and the City each represent to one another that if a broker's commission is claimed, the party who engaged the broker shall pay any commission owed and shall defend, indemnify and hold the other party harmless from any such claim.

9.14 Right of Parties and Successors in Interest. The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, successors and assigns of the parties hereto. The words "City" and "Senior Center" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become such parties hereto.

9.15 Execution of Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one instrument.

9.16 Defined Terms. Capitalized terms shall have the meanings given them in the text of this Lease.

9.17 No Limit on City's Powers. Nothing in this Lease shall limit, in any way, the power and right of the City to exercise its governmental rights and powers, including its powers of eminent domain.

9.18 Non-Binding Mediation. Should any dispute arise between the parties to this Lease, other than a dispute regarding the failure to pay Rent or other payments (including taxes) as required by this Lease, it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation. The parties shall exercise good faith efforts to agree on a mediator. The mediation fee shall be shared equally by the City and Senior Center. Mediation shall be non-binding and will be conducted in Edmonds, Washington. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Snohomish County Superior Court upon the request of either party. The finding of the mediator shall only become binding upon the parties if both parties so agree and thereafter execute a settlement agreement based on the mediator's findings or recommendation.

9.19 This Lease Supersedes. This Lease shall replace and supersede the 2008 Lease. The parties hereby terminate the 2008 Lease in its entirety; provided, however, the 2008 Lease shall remain in place, operative and complimentary to the Ground Lease until demolition is commenced on the current Senior Center Building located at 220 Railroad Avenue, Edmonds, WA.

9.20 Recording. A Memorandum of this Lease may be recorded after execution by the Parties.

9.21 Entire Agreement. This Lease represents the entire agreement between the City and Senior Center relating to Senior Center's leasing of the Property. It is understood and agreed by both parties that neither party nor an official or employee of a party has made any representations or promises with respect to this Lease or the making or entry into this Lease, except as expressly set forth in this Lease. No claim for liability or cause for termination shall be asserted by either party against the other for, and neither party shall be liable by reason of, any claimed breach of any representations or promises not expressly set forth in this Lease; all oral agreements with the parties are expressly waived by both parties. This Lease has been extensively negotiated between the parties. Therefore, no alleged ambiguity or other drafting issues of the terms of this Lease shall be construed, by nature of the drafting, against either party.

IN WITNESS WHEREOF, the parties have subscribed their names hereto effective as of the day, month and year first written above.

LESSEE:

EDMONDS SENIOR CENTER

By: Farrell B. Henning
Its: Executive Director

APPROVED AS TO FORM:

Sharon Catron
Office of the City Attorney

LESSOR:

THE CITY OF EDMONDS

By: David Earling
As its Mayor

APPROVED BY CITY COUNCIL ON:

MAY 2019

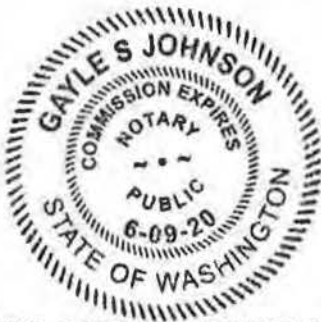
ATTEST:

Scott Passey
Scott Passey, City Clerk

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I have evidence that David Earling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to executed the instrument and acknowledged it as the Mayor of the City of Edmonds, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7-1-2019



Gayle S. Johnson
 PRINTED NAME: GAYLE S. JOHNSON

NOTARY PUBLIC

In and for the State of Washington

My commission expires: 6-09-2020

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I have evidence that Farrell Fleming is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to executed the instrument and acknowledged it as the President of the Edmonds Senior Center, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/19/19



Jennifer English
 PRINTED NAME: Jennifer English

NOTARY PUBLIC

In and for the State of Washington

My commission expires: 10/9/20

EXHIBIT A**Property Description**

Parcel Number	27032300104200	Property Address	220 RAILROAD AVE, EDMONDS, WA 98020-4133
Property Description			

AT R/A FR TPB TH SELY TPB BOTH PER WD 683-545 2/23/73

Edmonds Senior Center

Connecting & Enriching Our Community

PO Box 717 • 220 Railroad Ave • Edmonds, Wa 98020 • Phone: 425.774.5555 • www.edmondssc.org

September 26, 2019

RE: Securitization Required for State Funding

Dear Mayor Earling and City Council Member,

Thank you for your ongoing support of the new Edmonds Waterfront Center. Construction progress continues as we completed the Augercast piling placement on Monday. We are now preparing the site for grade beams and pouring the concrete slab.

As you know we have secured \$4M in State funding for the project. We are currently working with the Department of Commerce to finalize a contract that will allow us to draw down the \$4M. The funding guidelines state, "Grantees must provide Commerce with a deed of trust or leasehold deed of trust as security for the grant for projects performed by nonprofits over \$500,000 in state funds."

While this funding is considered a grant program it is structured as a loan with remuneration coming in the form of public benefit. In other words, the funding requires that we operate the Center for public benefit for a minimum of 10 years. Securitization, in the form of a ten-year lien on the land and building is required for funding.

The language in our ground lease with the City states, "Senior Center shall not encumber the Property or any Improvements thereon without prior written approval of the City." We are requesting that the City grant us approval for the securitization required to complete our State contract and draw down the \$4M in State funding. Thank you for your consideration

Kind Regards,



Farrell Fleming
Executive Director



Department of Commerce

COMPETITIVE GRANT PROGRAMS:

- Building for the Arts ■
- Building Communities Fund ■
- Youth Recreational Facilities ■

Competitive Grant Program Guidelines

For new projects funded in the
2017-2019 Capital Budget

Community Capital Facilities

P.O. Box 42525

Olympia, WA 98504-2525

(360) 725-3075

caprograms@commerce.wa.gov

www.commerce.wa.gov



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-3075

Dear Grant Recipient:

Congratulations! With the signing of the 2017-2019 Capital Budget you have been awarded a direct appropriation from Commerce Community Capital Facilities. These guidelines will walk you through the final steps toward receiving your funds.

We expect that the Office of Financial Management will make Capital Budget funds available as soon as possible. If you haven't already done so, please submit the *Contract Readiness Survey* discussed in your award letter at your earliest convenience.

Once you send in the survey a Project Manager will be assigned to work with you. Please don't hesitate to ask questions of them or anyone else here at Community Capital Facilities. Again, congratulations on receiving a grant award.

With best regards,

Tony Hanson, Managing Director
Community Capital Facilities

Five Steps to Obtaining your State Grant Funds

STEP 1: *Submit a 'Contract Readiness Survey'*

Your grant award packet includes a *Contract Readiness Survey*. Please complete the survey and return it to us as soon as possible, even if you do not plan to begin drawing your funds for a while. Feel free to give us a call if you have any questions as you fill out the survey (see contact information on right).

STEP 2: *Meet our other requirements*

Grantees must meet a number of requirements before we can write a contract and release your funds. These include site control (through a long-term lease or ownership) and a commitment of all non-state funds needed to complete the project. Construction projects may be required to pay state prevailing wages, meet the LEED Silver Standard, and be reviewed for archaeological and cultural resources. Grantees must provide Commerce with a deed of trust or leasehold deed of trust as security for the grant for projects performed by nonprofits over \$500,000 in state funds.

STEP 3: *Sign a grant contract*

Once you have met all requirements we will draft a contract, which we will send to you for signature. We develop contracts on a first-come-first-served basis, so if you are in a hurry for your funds, please submit all requested information as soon as possible. It generally takes four to six weeks to execute a contract. Once the contract is executed you will have access to your funds.

STEP 4: *Submit reimbursement materials*

This includes an A19, invoices, status reports, and other information. This is a reimbursement-style grant. That means no advance payments, but once the contract is executed you can begin drawing down funds — or even cash out your grant as long as you have incurred and paid sufficient documented eligible costs. We may also conduct a site-monitoring visit.

STEP 5: *Close out your contract*

If your project is required to obtain LEED certification, then that must be documented as well.

Community Capital Facilities

Department of Commerce

Mailing / street address:

P.O. Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525

Main phone:

(360) 725-3075

Fax:

(360) 586-5880

E-mail:

capprograms@commerce.wa.gov

STAFF:

Tony Hanson

Managing Director
(360) 725-3005
Tony.Hanson@commerce.wa.gov

Rebecca Spencer

Real Estate Specialist
(360) 725-3076
Rebecca.Spencer@commerce.wa.gov

Michael Kendall

Program Manager
(360) 725-5065
Mike.Kendall@commerce.wa.gov

Chuck Hunter

Grants Manager - BCF
(360) 725-2924
Chuck.Hunter@commerce.wa.gov

Emily Hafford

Grants Manager - BFA
(360) 725-5001
Emily.Hafford@commerce.wa.gov

Sheryl Reed

Grants Manager - YRF
(360) 725-3074
Sheryl.Reed@commerce.wa.gov

COMMERCE LEADERSHIP:

Brian Bonlender

Director

Mark K. Barkley

Local Government Division
Assistant Director

These guidelines itemize the legislative and administrative requirements governing the disbursement and use of grant funds. A grant contract will provide a formal and legal description of the relationship between Commerce and the grant recipient.

CONTRACTING SPECIFICS

1. Origins of your grant

You have been awarded funds through the 2017-2019 state Capital Budget. No federal dollars are involved.

We strive to administer funds expediently and with a minimum of red tape. We do so within the policies and procedures established by the Legislature, the Office of Financial Management, the Treasurer, Commerce, and the Office of the Attorney General.

2. Funding restrictions

A grant can only be spent by the designated organization for costs that fit the scope of work as contemplated by your elected officials. This information was previously submitted to the Governor, or your Senator or Representative and has been forwarded to Commerce.

3. Cost reimbursement

Funds are available on a reimbursement basis only, and cannot be advanced under *any* circumstances. If the

funds are being used to purchase real property, please contact us.

Reimbursable costs are those that a grantee has already incurred and paid.

We may reimburse grant recipients for costs incurred prior to the date a contract is executed, and as far back as July 1, 2014.

4. Contracting conditions

In the absence of special legislative instructions, five requirements must be met before grantees can begin drawing down their grant funds.

- Grantees must demonstrate the financial capability to complete the project, or a distinct phase of the project that is usable to the public. This means documenting that any needed non-state funds have been committed to the project.

- Grantees must provide written evidence of site control, for a minimum of 10 years after final payment, either through outright ownership of the subject property or a long-term lease. This does not apply to awards designated solely for preconstruction or property acquisition.

Prevailing wages and your project

As a result of a court ruling, construction projects that receive any of our grants are required to pay state prevailing wages (including landscaping) beginning January 19, 2018.

Acquisition-only projects are exempt from state prevailing wage law (RCW 39.12). Note that these projects must result in a usable facility.

The *Contract Readiness Survey* has a number of questions related to prevailing wages. If you have not paid, or were not planning to pay, prevailing wages we will contact you to discuss your situation.

If you need technical information about prevailing wages, please contact Jim Christensen at the state Department of Labor and Industries. He can be reached at (360) 902-5330 or chrj235@Lni.wa.gov.

■ Projects performed by nonprofits for construction, acquisition and renovation that are \$500,000 or more in state funds must list Department of Commerce on the deed of trust or leasehold deed of trust and provide title insurance. The deed of trust or leasehold deed of trust must be recorded before reimbursement can begin.

■ The projects of some grantees may be reviewed by affected Tribes and the state Dept. of Archaeology and Historical Preservation (DAHP). This review must be satisfactorily completed before a contract can be developed (see Section 6).

■ Capital construction projects that are required to meet high-performance building standards must document that they have entered the LEED certification process.

5. Non-state funds

Non-state funds may consist of cash on hand, previously expended, credit, documented pledge commitments, a legal commitment of funds from a governmental entity, the value of land acquired for the project, and in-kind contributions when properly documented (see box on Page 6).

Grantees may also include the proceeds of a letter of credit or other *binding* loan commitment as part of their non-state matching funds. The value of land used as a match must be supported by a current appraisal per-

formed by a certified professional appraiser.

6. Archeological review

Some projects may need to be reviewed for archaeological and cultural resources. This is required of projects not undergoing a Section 106 review under the National Historic Preservation Act if the project:

- acquires property,
- disturbs ground, and/or
- involves structures more than 50 years old.

If your project falls into any of these categories we will provide you with further information.

7. Design contracts

In certain instances, Commerce may determine that project funds may be prudently invested by committing up to 10 percent of an appropriation for design costs in order to minimize disruptions in a project's timeline. Examples include, but are not limited to:

■ Instances where grantees are experiencing delays or other difficulties in raising the non-state share of funds necessary to complete a project; or

■ Instances where unexpected or unpredictable circumstances dramatically alter the fundraising environment.

In such cases, grantees must demonstrate that they have sufficient funds to complete the design phase.

State (as opposed to federal) prevailing wages are required of your project as of January 19, 2018 if it includes construction labor.

This publication is available in an alternative format upon request. Events sponsored by Commerce are accessible to persons with disabilities. Accommodations may be arranged with a minimum of 10 working days notice by calling (360) 725-3075.

Grants are subject to an administrative fee

Commerce Community Capital Facilities is authorized to retain funds from each award to cover all administration costs—this is our sole source of funding. We will be deducting 3 percent (up to \$50,000) from 2017-2019 Capital Budget grants. The project budget included in your grant contract will use this *net grant amount* rather than the total appropriation.

Funds will lapse at the end of the biennium, on June 30, 2019. We will request a reappropriation of any unspent funds but cannot guarantee that the Legislature will agree to do so.

8. Contract development

We will draft a contract when a grantee meets all contracting requirements. The first step in that process is to fill out our *Working Papers*. This form will help us determine if your project is ready to begin the contracting process.

Contracts take about six weeks to execute once all needed information is provided to us.

9. Accessing your funds

Funds are available once a contract is executed. Grantees have the flexibility to cash out their grant or draw down funds as frequently as once a month.

Requests for reimbursement must be submitted on an *A-19* form supplied by Commerce. An individual authorized by the grantee organization must sign each *A-19* submitted. Copies of invoices and proof of payments that clearly document the expenses claimed must accompany all requests for payment. A Status Report and sub-contractor information are also required.

After the contract is executed you

will receive instructions on how to submit a reimbursement request. Incomplete or improperly prepared submissions may result in payment delays.

Grantees are responsible for maintaining clear and accurate project records, and making them accessible to Commerce and the State Auditor. Site visits during construction and after completion may be scheduled.

10. Amending a contract

A contract may be amended if proposed changes operate within the legislative intent of the appropriation, however amending the scope of your contract may not be possible if the proposed changes vary significantly from your original project.

11. Reappropriations

Washington operates under a biennial (or two-year) budget. Each appropriation in the 2017-2019 Capital Budget must, by law, lapse at the close of the biennium (June 30, 2019).

Since many projects take more than two years to complete, Commerce will

How should in-kind donations be handled?

In-kind donations may be applied to a non-state match requirement. Eligible donations include property, labor (except when donated by an applicant's paid staff), materials, or equipment as long as their value can be properly assessed and documented.

We treat in-kind professional and nonprofessional labor differently. Professional labor is calculated at the rate a volunteer would normally charge for his

or her services (be sure to document these costs with invoices).

Nonprofessional labor is calculated at \$15 per hour. This can be documented with a memo itemizing the type of work done and number of hours worked by your volunteers.

We reserve the right to make the final determination regarding the acceptability of in-kind contributions and their estimated value.

automatically request a reappropriation of any unspent funds. However, we cannot guarantee that the Legislature will agree to extend funding, nor can we legally obligate funds from one biennium to another.

Grant recipients are advised to discuss pending reappropriations with their legislators prior to the beginning of the legislative session in which the reappropriation is expected to occur.

12. Change of ownership

Most capital projects must be held by the grantee for a minimum of 10 years from the date of final payment and be used for the same purpose expressed in the application and/or contract. Under certain conditions a facility may be sold if proceeds from the sale are used to purchase another facility that will be used for the same purpose.

13. Eligible costs

These funds may generally be used to pay for the following construction-related expenses incurred as far back as July 1, 2014:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management (*from external sources only*)*;
- initial furnishings**;
- landscaping; and
- real property when purchased specifically for the project, and associated costs.***

14. Ineligible costs

Our grants are intended to fund bricks and mortar unless otherwise designated in the budget or supporting legislative materials. This is why the following costs are not eligible for reimbursement and *cannot be used to match state funds*:

- internal administrative activities;
- mortgage or loan payments;
- project management (from any source);
- fundraising activities;
- feasibility studies;
- computers or office equipment;
- rolling stock (such as vehicles);
- lease payments for rental of equipment or facilities;
- any maintenance or operating costs;
- property leases (including long-term); and
- the moving of equipment, furniture, etc., between facilities.

* **Construction management and observation** is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does **not** include work performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

** **Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

*** **Costs directly associated with property acquisition** include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

Our grants are intended to fund "bricks and mortar" type expenses unless otherwise designated in the Capital Budget or supporting legislative materials.

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Community Capital Facilities

Mailing address: *P.O. Box 42525, 1011 Plum Street SE, Olympia, WA 98504-2525*

Main phone: (360) 725-3075

Email: *caprograms@commerce.wa.gov*

Web: *<http://www.commerce.wa.gov>*

When Recorded Return To:

Washington State Department of Commerce
 Community Capital Facilities
 1011 Plum Street SE
 Post Office Box 42525
 Olympia, Washington 98504-2525

SAMPLE ONLY

Contract Manager: «Contract_Manager_and_phone»

LEASEHOLD DEED OF TRUST

Grantor (Lessee): ~~«ABCDEF»~~ The Edmonds Senior Center

Grantor (Lessor): _____ City of MNOP _____

Beneficiary (Lender): Department of Commerce

Grantee (Trustee): ~~«Title»~~

Legal Description (abbreviated): ~~«PTN SW 1/2 3-25-4»~~

Assessor's Tax Parcel ID#: ~~«1111222»~~ 27032300104200

Contract Number: ~~«00-0000-000»~~

THIS LEASEHOLD DEED OF TRUST (hereinafter called "Deed of Trust") is made this _____ day of _____, 20____, 19, between ~~«ABCDEF»~~ The Edmonds Senior Center, a Washington ~~«non-profit organization»~~ nonprofit corporation, whose mailing address is P.O. Box 717 ~~«Organization_Street»~~ «City_State_Zip» Edmonds, WA 98020 as Grantor ("Lessee"); ~~«Title Company»~~ Trustee_name, whose mailing address is «Trustee_Street_City_State_Zip» as Trustee ("Trustee"); and the Washington State Department of Commerce, or its successor agency, as Beneficiary ("Beneficiary"), whose address is 1011 Plum Street SE, P.O. Box 42525, Olympia, Washington 98504-2525.

1. Grant. Lessee hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in ~~«County»~~ Snohomish County, Washington (hereinafter called "Leasehold Estate"):

That certain leasehold estate ~~(hereinafter called "leasehold estate")~~, together with and including all right, title and interest of ~~Grantor-Lessee~~ therein, which said leasehold estate embraces and covers the real property hereinafter described, situated, lying in the City of _____, Edmonds, County of ~~«County»~~ Snohomish, State of Washington, and is more particularly described as: The leasehold estate created by that certain Lease (hereinafter called "Lease") dated the _____ 15 day of _____, April, 20____, 19, executed by and between _____, the City of Edmonds, a _____, Washington municipal corporation, as Lessor, and ~~«Organization_Name»~~ The Edmonds Senior Center, a Washington ~~«Org_type_nonprofit_tribal_HA_etc»~~ nonprofit corporation, as Lessee, for a term of _____ forty (40) years beginning on the _____ 15th day of _____, April, 20____, 19, which ~~the~~ Lease was recorded on the _____ day of _____

_____, 20_____, as Instrument No. _____, in the Office of the County Auditor of «County», state of Washington, and covers the following described property:

«Full_legal_descript»

TOGETHER WITH all right, title and interest of ~~Lessor-Lessee~~ in and to all options to purchase, options of first refusal and renewal options with respect to the Lease or said property or any portion thereof or any interest therein and in and to any greater estate in said property (including the fee simple estate) as may be subsequently acquired by or released to Lessee.

TOGETHER WITH all interest, estate or other claims, both in law or equity, which Lessee now has or may hereafter acquire in said property.

1.1. The Lease shall not be modified or changed in any way without the written consent of Beneficiary.

1.2. ~~Beneficiary-Lessee~~ shall ~~be~~ immediately furnish ~~Beneficiary~~ with all Notices of Default served by Lessor of the _____ Lease on Lessee.

1.3. In the event ~~Grantor-Lessee~~ shall fail to make payment due on the Lease or to perform any term or covenant as provided therein, in addition to any such default constituting a default under this Deed of Trust, Beneficiary may, at its option, make the defaulted payments or perform the term or covenant and add the same to the amount due under this Deed of Trust without waiving any of its rights under this Deed of Trust and the Note which it secures.

1.4. If both the Lessor's and the Lessee's estate under the Lease shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger, and in such event, Beneficiary shall continue to have and to enjoy all of the rights, title, interest and privileges of Beneficiary as to the separate estates. In addition, foreclosure of said property shall not destroy or terminate the Lease by application of the doctrine of merger or as a matter of law or as a result of foreclosure unless Beneficiary or any purchaser at foreclosure sale shall so elect. In the event that Lessee shall, at any time prior to the payment in full of all indebtedness secured by this Deed of Trust, acquire fee simple title to said property, such fee simple title shall not merge with the leasehold estate encumbered by this Deed of Trust, but such fee simple title shall immediately, without further action on the part of the Lessee, become subject to the lien hereof. In the event of such acquisition by Lessee, Lessee agrees to execute and deliver to Beneficiary such further instruments, conveyances and assurances as Beneficiary may reasonably require in order to further confirm and assure that the fee simple title so acquired by ~~Grantor-Lessee~~ is subject to the terms, provisions and lien of this Deed of trust. The provisions of this paragraph shall not apply in the event Beneficiary acquires the fee of said property, except if Beneficiary shall so elect. Said ~~Property~~ ~~property~~ is not used for agricultural or farming purposes.

2. Obligations Secured. This deed is given for the purpose of securing payment in the amount of «Grant_loan_written» dollars («Grant_loan_Number») payable by the Lessee to the Beneficiary evidenced by: 1) a Promissory Note between «~~Organization_Name~~» The Edmonds Senior Center and the Washington State Department of Commerce dated _____, 20____19 and; 2) Community Capital Facilities Contract Number «Contract_Number» between «~~Organization_Name~~» The Edmonds Senior Center and Washington State Department of Commerce as now or hereafter amended, securing performance of each term and condition of said Contract and Promissory Note, together with all future advances.

3. Lien Priority. ~~This Deed of Trust shall be in a lien priority position against the Property.~~

4. Protection of Security. To protect the security of this Deed of Trust, Lessee covenants and agrees:

4.1. To keep the ~~Property~~property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

4.2. To pay before delinquent all lawful taxes and assessments upon the ~~Property~~property; to keep the ~~Property~~property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

4.3. To keep all buildings now or hereafter on the ~~Property~~property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the ~~Property~~property. Except as otherwise provided herein and in the Contract the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as the Beneficiary shall determine, subject to the rights of any senior lien-holder. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Lessee in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4.5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

4.6. Should Lessee fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the ~~Property~~property, Beneficiary may, but shall not be obligated, to pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

5. General Conditions. The parties hereto agree that:

5.1. In the event of any fire or other casualty to the ~~Property~~property or eminent domain proceedings resulting in condemnation of the ~~Property~~property or any part thereof, ~~Lessor-Lessee~~ shall have the right to rebuild the ~~Property~~property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the ~~Property~~property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then ~~Grantor-Lessee~~ has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under ~~this the~~ Contract, the Note, or the Deed of Trust ~~or the Covenant~~. If the casualty or condemnation affects only part of the ~~Property~~property and total rebuilding is infeasible, then such insurance and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

5.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

5.3. The Trustee shall reconvey all or any part of the ~~Property~~property covered by this Deed of Trust to the person entitled thereto on written request of the ~~Grantor-Lessee~~ and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by ~~Grantor-Lessee~~ without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the ~~property~~Leasehold Estate shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the ~~beneficiary~~Beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

5.5. A Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the ~~property~~Leasehold Estate which Lessee had or had the power to convey at the time of the execution of this Deed of Trust, and such as Lessee~~er~~ may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser for value.

5.6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

5.7. Beneficiary may at any time appoint or discharge the Trustee.

5.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Lessee," "Trustee," and "Beneficiary" include their successors and assigns.

6. Acceleration. Except as otherwise provided for in the ~~contract~~Contract, if without Beneficiary's prior written consent, all or any part of the ~~Property~~property or any interest in it is sold, conveyed, transferred, encumbered, or the ~~Property~~property is not used as required by the ~~contract~~Contract between Beneficiary and Lessee, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Lessee notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Lessee must pay all sums secured by this Deed of Trust. If Lessee fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Lessee.

IN WITNESS HEREOF, «Organization_Name_» has executed this Deed of Trust on the _____ day of _____, 20____.

«Organization_Name_», a _____ Washington
«Org_type_nonprofit_tribal_HA_etc» corporation

By:_____

Print Name:_____

Title:_____

STATE OF WASHINGTON)
) ss.
 COUNTY OF «County»)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of «Organization_Name_» a Washington «Org_type_nonprofit_tribal_HA_etc» corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Date: _____

(seal or stamp)

 Notary Public in and for the State of Washington,
 residing at _____

My commission expires _____

 Print Name

_____, a Washington

By: _____

Print Name: _____

Title: _____

REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned as the party entitled to the performance, benefits, duties, and payments under the Community Capital Facilities Contract «Contract_Number» between ~~Grantor~~ Lessee and Beneficiary, which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, duties performed and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, including Contingent Interest, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated

Name

Title

*** SAMPLE ***

PROMISSORY NOTE-Leasehold_____**Organization**_____

\$_____

_____**WA****Date:** _____

FOR VALUE RECEIVED, _____The Edmonds Senior Center ("Grantee"), a Washington non-profit corporation, promises to pay in lawful money of the United States of America, to the order of State of Washington Department of Commerce, Capital Programs Unit or its successor agency ("Grantor") at 1011 Plum Street, SE, Post Office Box 42525, Olympia, Washington 98504-2525, the principal sum of \$_____ \$4,000,000 or so much thereof as may be advanced hereunder.

This Note is subject to the terms and conditions of the Capital Programs Unit Grant Agreement, Grant Number _____ ("Contract") executed between the Grantee and the Grantor pursuant to which Grantor has awarded Grantee funds for the purposes outlined in the Contract (the "Award"). Disbursement of the funds evidenced by this Note is to be made subject to the terms and conditions of the Contract. Grantee agrees that a schedule of the dates and amounts of advances and repayments on this Note certified by an officer of Grantor shall be conclusive evidence for all purposes of such dates and amounts. All amounts payable hereunder shall be paid without any set-off or deduction of any nature.

Grantor has no expectation of repayment of the Award so long as the award funds are used according to the conditions set out in the Contract. If the Award is not used as required by the Contract for a period of ten (10) years as required in the Contract, Grantor shall be entitled to the unpaid principal balance of this Note with interest at a rate of 5%, compounded annually.

In case Grantee defaults under this Note, Grantee agrees to pay all of Grantor's costs of collection, including but not limited to, reasonable attorney's fees incurred by Grantor or the holder of this Note whether or not suit is instituted. If any legal proceedings are instituted relating to this Note, including without limitation any arbitration, bankruptcy, trial, or appellate proceedings, Grantee will pay Grantor's costs, including reasonable attorney's fees in all such proceedings.

Grantee hereby waives presentment and demand for payment, notice of dishonor, protest, notice of protest, and any other notice not specifically required by the Contract.

This Note is secured by a Leasehold Deed of Trust covering property situated in _____, Edmonds, Washington, and shall be construed, enforced and otherwise governed by the laws of the State of Washington.

Notwithstanding anything to the contrary herein, Grantee, its assigns and their respective officers, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note, in the Leasehold Deed of Trust or in ~~this the~~ Contract, and the recourse of the holder hereof shall be confined to the exercise of its rights under the Leasehold Deed of Trust, provided that nothing shall diminish the Grantee's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

a Washington nonprofit corporation

By: _____
_____, Executive Director

City Council Agenda Item

Meeting Date: 10/15/2019

Authorization for the Mayor to sign a Professional Services Agreement with Tetra Tech for the Ballinger Regional Facility

Staff Lead: Rob English

Department: Engineering
Preparer: Megan Luttrell

Background/History

On October 8, 2019, staff presented this item to the Parks & Public Works Committee and it was forward to October 15th meeting to be presented to full Council for approval.

Staff Recommendation

Authorize the Mayor to sign the Professional Services Agreement.

Narrative

The adopted 2019 budget included funding to initiate a feasibility study and pre-design steps for a proposed regional infiltration facility at the City-owned Mathay-Ballinger Park. Lake Ballinger is traditionally plagued with urban flooding, algae blooms from poor water quality, invasive vegetation, and temperature stratification. The project seeks to improve water quality and temperature conditions in Lake Ballinger by treating and infiltrating a portion of the runoff from the basin, which includes the heavily urbanized Highway 99 corridor.

As a regional facility, the intent is to allow extra capacity to account for future development, including the future Highway 99 project. By providing a facility which perforates the confining soil layer, the project would increase the amount of infiltration achieved with new development. After completion of the project, new development could be required to buy credits within the system to meet their stormwater mitigation requirements, in lieu of installing a private facility on-site.

Elements of preliminary work include continued data gathering and testing of the soils on-site to ensure site suitability, studying potential revisions to the drainage system to increase the amount of runoff treated, and exploring several feasible facility options. One public meeting to consider resident input and one council presentation of the draft study are planned within the scope of work. The goal is to have a document with which the City can pursue additional design and construction funding. Final design would not occur until the next phase of the project and is not currently budgeted.

The professional service fee for this agreement is \$324,869 and it will be funded by the stormwater utility fund.

Staff is pursuing approval of this agreement in order to get data collection initiated in time to get valuable wet-season data from this winter.

Attachments:
Tetra Tech Agreement



CITY OF EDMONDS

700 Main Street · EDMONDS, WA 98020 · 425-771-0320 · FAX 425-771-0253
Website: www.edmondswa.gov

DAVE EARLING
MAYOR

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between the City of Edmonds, hereinafter referred to as the "City", and Tetra Tech, Inc. hereinafter referred to as the "Consultant";

WHEREAS, the City desires to engage the professional services and assistance of a consulting firm to provide services to prepare a feasibility report and pre-design (30%) plans, specifications and estimate (PS&E) for a regional stormwater facility in a portion of Mathay Ballinger Park in regards to the Lake Ballinger Regional Stormwater Facility Project;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.

2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this Agreement shall be on a time and expense basis as set forth on the Fee Schedule that is marked as Exhibit B, attached hereto and incorporated herein by this reference; **provided**, in no event shall the payment for work performed pursuant to this Agreement exceed the sum of three hundred and twenty four thousand, eight hundred and sixty nine dollars (\$324,869).

B. All vouchers shall be submitted by the Consultant to the City for payment pursuant to the terms of this Agreement. The City shall pay the appropriate amount for each voucher to the Consultant. The Consultant may submit vouchers to the City biweekly during the progress of the work for payment of completed phases of the project. Billings shall be reviewed in conjunction with the City's warrant process. No billing shall be considered for payment that has not been submitted to the City three days prior to the scheduled cut-off date. Such late vouchers will be checked by the City and payment will be made in the next regular payment cycle.

C. The costs records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available upon request.

3. **Ownership and use of documents.** All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Consultant in preparation for the services rendered by the Consultant under this Agreement shall be and are the property of the Consultant, **provided, however,** that:

A. All final reports, presentations and testimony prepared by the Consultant shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become the property of the City.

B. The City shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. Documents prepared under this agreement and in the possession of the Consultant may be subject to public records request and release under Chapter 42.56 RCW.

C. In the event that the Consultant shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

4. **Time of performance.** The Consultant shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.

5. **Indemnification / Hold harmless agreement.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, demands, or suits at law or equity arising from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **General and professional liability insurance.** The Consultant shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following

insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall be written with limits no less than one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.
- D. Professional liability insurance in the amount of one million dollars (\$1,000,000).

Excepting the Worker's Compensation Insurance and Professional Liability Insurance secured by the Consultant, the City will be named on all policies as an additional insured. The Consultant shall furnish the City with verification of insurance and endorsements required by the Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Consultant shall submit a verification of insurance as outlined above within fourteen days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without thirty days prior notice to the City.

The Consultant's professional liability to the City shall be limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is the greater, unless modified elsewhere in this Agreement. In no case shall the Consultant's professional liability to third parties be limited in any way.

7. **Discrimination prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, liability for service in the armed forces of the United States, disability, or the presence of any sensory, mental or physical handicap, or any other protected class status, unless based upon a bona fide occupational qualification.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City. During pendency of this Agreement, the Consultant shall not perform work for any party with respect to any property located within the City of Edmonds or for any project subject to the administrative or quasijudicial review of the City without written notification to the City and the City's prior written consent.

10. **Termination.** This being an Agreement for professional services, either party may terminate this Agreement for any reason upon giving the other party written notice of such termination no fewer than ten (10) days in advance of the effective date of said termination.

11. **Integration.** The Agreement between the parties shall consist of this document, it's Appendices 1 & 2, the Scope of Work attached hereto as Exhibit A, and the Fee Schedule attached hereto as Exhibit B. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibits A or B, this Agreement shall control.

12. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Work, the City understands that a revision to the Scope of Work and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render services, or the City to pay for services rendered, in excess of the Scope of Work in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

13. **Standard of Care.** Consultant represents that Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. Consultant and any persons employed by Consultant shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Work.

14. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant against contingent fees.** The Consultant warrants that s/he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance with laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and

licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Because this Agreement is subject to federal nondiscrimination laws, the Consultant agrees that the provisions of Appendix 1 & 2, attached hereto and incorporated herein by this reference, apply to this Agreement.

The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

18. **Notices.** Notices to the City of Edmonds shall be sent to the following address:

**City of Edmonds
121 Fifth Avenue North
Edmonds, WA 98020**

Notices to the Consultant shall be sent to the following address:

**Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle, WA 98101**

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS _____ DAY OF _____, 2019.

CITY OF EDMONDS

TETRA TECH INC.

David O. Earling, Mayor

By _____
Its _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

STATE OF _____)
)ss
COUNTY OF _____)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC
My commission expires:

Attachment: Tetra Tech Agreement [Revision 2] (Ballinger Regional Facility - Tetra Tech)

APPENDIX 1 CONTRACT
(Appendix A of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Consultant/Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Consultant/Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Consultant/Contractor shall comply with the acts and regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21 (49 CFR 21), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant/Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant/Contractor shall not participate directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant/ Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant/Contractor of the Consultant’s/Contractor’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant/Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate state or federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant/Contractor shall so certify to the City, or state or federal agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant’s/Contractor’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the appropriate state or federal agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant/Contractor under the Agreement until the Consultant/Contractor complies; and/or
 - Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant/Contractor shall include the provisions of the above paragraphs one (1) through five (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant/Contractor shall take such action with respect to any subcontractor or procurement as the City or appropriate state or federal agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. **Provided**, that if the Consultant/Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Consultant/ Contractor may request that the City enter into such litigation to protect the interests of the City; or may request that the appropriate state agency enter into such litigation to protect the interests of the State of Washington. In addition, the Consultant/Contractor may request the appropriate federal agency enter into such litigation to protect the interests of the United States.

APPENDIX 2 CONTRACT
(Appendix E of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in the interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Person with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP person have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit A – Scope of Services

City of Edmonds

Lake Ballinger Regional Stormwater Facility

The objective of this agreement is to provide professional services necessary to prepare a feasibility report and pre-design (30%) plans, specifications, and estimate (PS&E) for a regional stormwater infiltration facility in a portion of Mathay Ballinger Park. The feasibility report will model the Lake Ballinger Subwatershed and determine the area that can be intercepted, treated and infiltrated from the facility. This may require some rerouting of stormdrain within the subwatershed to increase the area currently being directed to the facility. The feasibility study will develop alternative facility configurations to address the water quality and City objectives. The alternatives will be evaluated based on agreed upon evaluation criteria which may include directed public input to select two preferred alternatives to be advanced to pre-design (30% design) stage.

Once the alternatives have been established, the financial structure for the facility will be investigated. The financial analysis will include a sustainable model to maintain the facility and a model to demonstrate the mechanisms that can be used to finance the construction and maintenance of this facility.

The regional stormwater facility is a priority capital project recommended in the 6 year capital improvement plan, with the primary goal to provide stormwater mitigation for Lake Ballinger. The infiltration and treatment will provide multiple hydrologic and biological benefits to Lake Ballinger and McAleer Creek such as: reducing the flood risks adjacent to these waterways, reducing the amount of pollutants in the aquatic environment, and reducing the temperature of influent stormwater.

Consultant Tetra Tech, with support of subconsultants, will complete the feasibility report and advance two alternatives to pre-design (30% PS&E preparation) in accomplishing this Scope of Services.

A detailed breakdown of the proposed fee is included in Exhibit B

Duration

The project budgeting and fee estimate are based upon an 8-month duration for feasibility and pre-design, assuming the Consultant will receive notice-to-proceed (NTP) in October 2019, and the project will have a complete pre-design by the end of June 2020.

Services

The Consultant shall perform the following tasks in accomplishing the Scope of Services.

Task 1 – Project Management, Coordination and Reporting

This task provides for administration of the contract between the Consultant and the City, preparation of monthly progress reports and quality control. The task includes administrative efforts needed to coordinate with subconsultants and to complete the project on time and within budget. Subtasks will include the following:

- 1.1 Prepare monthly progress reports for inclusion with the invoice and invoice review.
- 1.2 Prepare bi-weekly email status reports summarizing work accomplished that week, work planned for the following week, and any outstanding issues.
- 1.3 Prepare Subconsultant Agreements.
- 1.4 Provide ongoing project management.
- 1.5 Prepare project plan.

Deliverables:

1. Monthly progress reports and invoices

Task 2 – Data Collection and Field Investigation

Existing conditions site information will be investigated and detailed to provide baseline conditions for the project site and surroundings. It is anticipated that required access will be on easements, publicly-owned lands and rights-of-way. Access to private property to collect data and do survey work will be gained through permission from local residents that the City would obtain. Sub-tasks will include the following:

2.1 Civil. Collect and review existing plans, GIS data, survey, and data available from City Public Works Department and City Department of Parks & Recreation. Interview the city to determine existing problem areas. Collect and review relevant City and other design standards and criteria. Conduct site reconnaissance of existing drainage facilities and to field verify survey features and completeness. Photo document project limits.

2.2 Hydrogeologic/Geotechnical. Perform subsurface explorations, underground injection control (UIC) well installation and testing, infiltration analysis, groundwater mounding analysis, laboratory testing, groundwater level monitoring, interaction with Ecology, and analysis and reporting, for the Lake Ballinger Regional Facility. For a complete description of the geotechnical work proposed, refer to Exhibit C.

2.2 Survey. For a complete description of the survey work proposed, refer to Exhibit D.

Deliverables:

1. Base map and DTM in AutoCAD or Civil 3D format
2. Hydrogeologic/Geotechnical report

Task 3 – Modeling and Alternatives Analysis

Tetra Tech will work from existing models to develop alternatives to meet modify the existing HSPF model, develop a SWMM hydraulic model and develop up to 6 alternatives. Two alternatives will be advanced to pre-design (30% PS&E)

3.1 *Hydrologic Model.* Using the existing hydrologic model for the Lake Ballinger watershed, Tetra Tech will modify the model to include the insertion of the regional facility and any associated conveyance redirection.

3.2 *Hydraulic Model.* Using available conveyance system data and project specific survey information, the project will create a SWMM model to simulate the existing condition and the proposed condition, once the facility is developed.

3.3 *Alternatives Development.* This task will develop alternatives to serve a target contributing area to maximize the use of the proposed facility. Tetra Tech will present the model results and discuss the options with Edmonds prior to going into detailed alternatives analysis. Alternatives will include:

- Contributing Area Configurations. Based on modeling, will present options for connecting contributing areas. The capacity estimate of the facility may limit the amount of area served by the park.
- Storage configurations. Options considered will include subsurface vaults, gravel galleries and UIC wells
- Treatment system configurations. The treatment system will include pretreatment for ease of maintenance and suitable enhanced treatment to ensure compliance with UIC regulations. The enhanced treatment portion will consider surface treatments that may be viewed as amenities as well as vault systems for easier integration within the park.

3.4 *Alternatives Analysis.* The agreed upon set of priorities, including cost-benefit considerations, will be used to rank the potential configurations. The two highest ranking alternatives will be analyzed for performance.

3.5 *Performance Modeling.* The two selected alternatives will be modeled and optimized for performance to meet the agreed upon priorities. The performance measures will include the anticipated capacity of the system in terms of redevelopment area served.

Task 4 – Feasibility Report Development

4.1 *Draft Pre-Design Report.* A report will be developed to document all of the configurations that were analyzed as well as the performance of the anticipated facilities. The draft report will be provided to Edmonds for review and comment. This report will also serve as documentation of the anticipated performance and rationale for alternative redevelopment criteria.

4.2 *Final Pre-Design Report.* The report will address the comments from Edmonds and finalize the report to document two alternatives to develop the regional facility.

Deliverables:

1. Draft Feasibility Report
2. Final Feasibility Report

Task 5 - Construction Pre-Design Documents (30% PS&E)

4.1 *30% PS&E.* Consultant will produce 30-percent complete plans, outline specifications and cost estimate and will submit electronic copies for City review and comment. The plan set will include Landscape Plans. A detailed scope and cost estimate is included as Exhibit E. The documents will include:

- Cover Sheet showing Sheet Index, vicinity map, and general notes
- Survey control and abbreviations sheet
- Off-site Plan View Sheets (2 sheets), Showing the connections from the stormwater system to the facility.
- Facility Plan View Sheet (2 sheets), showing grading plans, edge of street, approximate limits of right-of-way lines, topographic features, and drainage conveyance through and discharging into the existing storm conveyance system. This sheet will also show the clearing limits.
- Facility Profile sheets (2 sheets) showing inlet pipe, facility, and outlet pipe profile
- Details (2 sheets) showing typical cross-sections and drainage details
- Landscape plan (from Groundswell) (2 sheets) showing planting plan and details, and identifying plant species, location and spacing
- List of measurement and pay items, quantities, and Opinion of Cost for Construction at 30% design
- QA/QC Review of the 30% documents

Task 6—Funding Analysis

6.1 *Crediting and Financial Framework.* Building on the performance modeling in Task 3.4, a crediting system will be developed such that the facility may be clearly tied to redevelopment activities. There will also be a financial framework prepared to determine the sustainable model for funding the construction and operation of the facility. For more detail on the framework development, refer to Exhibit F.

Task 7—Support Services

7.1 *Utility Coordination.* The surveyor and Tetra Tech will identify and interface with potential utility conflicts.

7.2 *Easement/Ownership Investigation.* This task will review the existing documentation of the ownership/easement status pertaining to areas surrounding the stormwater facility. If the existing documentation is unclear with regards to the right to install and maintain a stormwater facility with the park limits, those deficiencies will be noted for resolution between Edmonds and the owner. This task does not include resurveying existing boundaries or providing a new legal boundary.

7.3 *Council Presentation.* Prepare and lead, with city staff assistance, a presentation to council on the progress/ results of the feasibility study. One presentation is anticipated to require an approximate 30 minute slide show presentation using existing graphics from the reports.

7.4 Community Outreach. Support Edmonds at 2 community outreach meetings. One meeting will occur after the site constraints are developed and alternatives will be considered. The community can provide input on the prioritization criteria rather than the specifics of the design. The second meeting will occur once two specific alternatives are developed. Tetra Tech will provide content and graphics support including a rendering of the two alternatives. Edmonds will be responsible for providing advertisement and presenting information on their website.

Deliverables:

1. Easement/Ownership Memo and Exhibit
2. Council presentation slideshow
3. Introductory Presentation to develop priorities
4. Presentation of two alternatives for community feedback

Task 8– Permits and Approvals

8.1 UIC Application. Develop a memo and application to document how the proposed facility will meet with UIC regulations. Includes time to clarify and respond to comments on the memo.

8.2 Alternative Redevelopment Compliance. Provide a cover letter to detail how the feasibility report documents an approach that will comply with the NPDES Redevelopment Criteria. Attend one meeting with Ecology to discuss approach. Respond to Ecology comments on approach.

Deliverables:

1. UIC application and Memo
2. Alternative Redevelopment Compliance Approach Cover letter
3. Response to Ecology comments on approach

Exhibit B



Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

CLIENT: City of Edmonds

PROJECT : Lake Ballinger Infiltration Facility

P.D. No.: _____ Proj. No.: _____

EXHIBIT B: Estimate of Professional Services

Date: 9/3/

Phase Description	TETRA TECH												EXPENSES @ 1.05					SUBS @ 1.05					SUB-TOTALS	PHOTO
	Principal Engineer	Project Manager	Lead Engineer	Sr Engineer 1	Engineer	Engineer-In-Training	Sr CAD Designer 2	Sr. Limnologist	Project Assistnat	Clerical	Totals	Task Labor	Phase Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses	AESI Geotechnical	lAlliance Survey	Groundswell Landscape	FCS Financial	Total Subs.	
1.0 Project Administration													\$19,000											
1.1 Progress reports and invoice review (8 months)		4	8						4	6	22	\$3,336												\$3,336
1.2 Prepare bi-weekly email status reports		8	17								25	\$4,985												\$4,985
1.3 Prepare subconsultant agreements		2	12							2	16	\$2,898												\$2,898
1.4 Provide ongoing project management (1 hr/wk)			35								35	\$6,755												\$6,755
1.5 Prepare Project Plan	1	1	2							2	6	\$1,026												\$1,026
2.0 Data Collection and Field Investigations													\$4,111											\$10,000
2.1 Civil		1	5	1	6						13	\$2,141		\$50				\$53						\$2,194
2.2 Hydrogeologic/Geotechnical		1	4								5	\$985						\$53	\$74,500				\$78,225	\$79,210
2.3 Survey		1	4								5	\$985								\$23,106			\$24,261	\$25,246
3.0 Modeling and Alternatives													\$28,917											\$36,000
3.1 Hydrologic Model		1	3		30	5		1			40	\$5,371		\$50				\$53						\$5,424
3.2 Hydraulic Model		1	6		40	10					57	\$7,631		\$50				\$53						\$7,684
3.3 Alternative Development			10		5						15	\$2,575									\$7,200		\$7,560	\$10,135
3.4 Alternative Analysis		15	20		5	5		2			47	\$8,568												\$8,568
3.5 Performance Modeling	1	1	6		20	5					33	\$4,772												\$4,772
4.0 Feasibility Report													\$31,616											\$31,616
4.1 Draft Pre-design Report		5	80	10	25	12		2			134	\$23,258			\$20			\$21						\$23,279
4.2 Final Pre-design Report		5	20	5	10	8		2			50	\$8,358			\$20			\$21						\$8,379
5.0 Construction Bid Documents																								
5.1 Thirty-percent (30%) PS&E (2 alternatives - 10 sheets)													\$44,880											\$66,000
5.1.1 Coordination Meeting	1	4	10								15	\$3,053												\$3,053
5.1.2 Special Provisions Outline			4								4	\$772												\$772
5.1.3 Prepare Plans		4	80	20	60	20	40				224	\$35,092												\$35,092
5.1.4 Cost Estimate		2	6	12							20	\$3,852												\$3,852
5.1.5 Landscaping		1	2								3	\$599									\$20,820		\$21,861	\$21,861
5.1.6 QA/QC Review				8							8	\$1,512												\$1,512
6.0 Funding Analysis													\$2,667											\$31,616
6.1 Crediting and financial framework	1	4	8								13	\$2,667										\$27,800	\$29,190	\$31,857
7.0 Support Services													\$14,251											\$22,000
7.1 Utility coordination			4		8						12	\$1,804												\$1,804
7.2 Easement/Ownership Investigation			4								4	\$772								\$5,264			\$5,527	\$6,299
7.3 Council Presentation	1	2	6		2	2	4				17	\$2,841		\$50	\$20			\$74						\$2,914
7.4 Community outreach	1	4	32		6		6				49	\$8,835		\$50	\$20			\$74			\$2,500		\$2,625	\$11,533
8.0 Permits and Approvals													\$7,701											\$10,000
8.1 UIC Application		4	8		4						16	\$2,912		\$50				\$53	\$2,500				\$2,625	\$5,590
8.2 Alternative Redevelopment Compliance	1	4	12		8			2			27	\$4,789		\$50				\$53						\$4,841
TOTAL HOURS	7	75	408	56	229	67	50	9	4	10	915	\$153,142	\$153,142	\$350	\$80			\$452	\$77,000	\$28,370	\$30,520	\$27,800	\$171,875	\$324,869
BILLING RATE	\$270.67	\$213.00	\$193.00	\$189.00	\$129.00	\$110.00	\$127.00	\$159.00	\$118.00	\$78.00														
SUBTOTALS	\$1,895	\$15,975	\$78,744	\$10,584	\$29,541	\$7,370	\$6,350	\$1,431	\$472															
TOTAL ESTIMATED WAGES											\$153,142													

- Notes:
- Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.
 - Direct job wages are subject to change to reflect periodic adjustments in Tetra Tech salary levels.



Tetra Tech, Inc.
1420 Fifth Avenue, Suite 600
Seattle WA 98101
(206) 883-9300
(206) 883-9301 (FAX)

CLIENT: City of Edmonds

PROJECT : Lake Ballinger Infiltration Facility

P.D. No.: Proj. No.:

Date: 9/3/

EXHIBIT B: Estimate of Professional Services

Phase Description	TETRA TECH										EXPENSES @ 1.05								SUBS @ 1.05						SUB-TOTALS	PH TOTAL
	Principal Engineer	Project Manager	Lead Engineer	Sr Engineer 1	Engineer	Engineer-In-Training	Sr CAD Designer 2	Sr. Limnologist	Project Assistnat	Clerical	Totals	Task Labor	Phase Labor	Travel / Meals	Printing / Reports	Computer / CAD	Misc.	Total Expenses	AESI Geotechnical	1Alliance Survey	Groundswell Landscape	FCS Financial	Total Subs.			
Subtotal																										
Total																										
Fee Distribution																										
1.0 Project Administration																										
2.0 Data Collection and Field Investigations																										
3.0 Modeling and Alternatives																										
4.0 Feasibility Report																										
5.0 Construction Bid Documents																										
6.0 Funding Analysis																										
7.0 Support Services																										
8.0 Permits and Approvals																										

1 Facility - Tetra Tech

Exhibit C



September 27, 2019
Project No. 190395H001

Tetra Tech, Inc.
1420 Fifth Avenue, Suite 650
Seattle, Washington 98101

Attention: Mr. Greg Gaasland

Subject: Scope of Work and Cost Estimate
Lake Ballinger Regional Facility
Feasibility Study
Mathay-Ballinger Park
Edmonds, Washington

Dear Mr. Gaasland:

Thank you for the opportunity to present our Scope of Work for subsurface explorations, underground injection control (UIC) well installation and testing, infiltration analysis, groundwater mounding analysis, laboratory testing, groundwater level monitoring, interaction with Ecology, and analysis and reporting, for the Lake Ballinger Regional Facility.

SCOPE OF WORK

The tasks included in our scope of work are presented below.

Task 1 – Planning, Field Preparation, Subcontractor Coordination

This task includes planning, field preparation, and coordination of site activities.

Task 2 – UIC well construction/testing

We propose to construct a test UIC well within the footprint of the proposed infiltration facility. The UIC well would be constructed as a gravel-filled, 24-inch-diameter boring advanced using a

subcontracted solid-stem auger drilling rig. The target depth of the test UIC well is approximately 30 feet below current ground surface. For planning purposes, it is assumed that a 30-inch diameter steel casing will be installed in the upper 22 feet of the UIC well to isolate the well from shallow, perched groundwater and fines intrusion into the UIC well. A PVC piezometer (water level measuring port) and a PVC conveyance pipe would be installed to the base of the boring, and the boring would be backfilled with washed gravel. Subsurface conditions will be documented and select samples will be retained in watertight containers for further analysis.

For the UIC well infiltration test, water will be discharged at a known rate into the conveyance pipe, and the water level (head) developed within the well will be measured in the piezometer. A measuring tape with 0.01-foot divisions and data logger will be used to record water levels. The head within the pit drain would be brought to a semi-steady state and maintained for several hours. During the test, depth to water, flow rate, and total flow would be recorded at approximately 5- to 15-minute intervals. Site impacts may include shallow ruts from the tracks in the grass, and small amounts of scattered soil.

Ideally, the water supply for testing would be a nearby fire hydrant, and that the City would provide access to the hydrant. If a hydrant is not available for testing, we would engage a subcontracted water truck and tank. For budgeting purposes, costs in this proposal assume a hydrant is not available at the park, and a water truck would need to shuttle water between an offsite hydrant and a temporary water tank staged near the infiltration test location.

Aquifer testing (using slug testing methods) of the existing monitoring well will also be completed as part of this Task.

The costs in this proposal are based on a 3 to 4-day field effort: 1 day would be required to drill and construct the UIC well, one day would be required for well development/gravel settlement, 1 full day would be required for the infiltration test, and one-half to one day would be required for aquifer testing in the existing monitoring well.

Task 3 – Geotechnical Borings

Subsurface exploration will be completed to maximum depths of 60 feet using a subcontracted hollow-stem auger drilling rig, to gain additional geotechnical design parameters for construction. Sediment samples will be collected at 2.5- to 5-foot intervals using the standard penetration test (SPT) method. The samples will be described in the field, placed in water-tight containers, and transported to AESI's in-house soils laboratory for further classification and testing as required.

Task 4 – Infiltration Analysis

Field data from the infiltration test, soil borings, and slug testing will be evaluated, and we will derive design infiltration parameters. The data will be compared to our in-house UIC data base for comparison and evaluation as appropriate.

Task 5 – Groundwater Mounding Analysis

We propose to perform a ground water mounding analysis for the proposed infiltration facility. Ground water mounding can occur when surface water is introduced into an infiltration facility at a higher rate than ground water can flow away from the area beneath the facility. The introduced water can “mound” on the ground water table or on a less-permeable silty interbed within the receptor sands and gravels during a storm event. When the storm event is over and water is not being introduced to the system, the mound will dissipate. The mounding analysis is used to simulate the maximum ground water mound beneath the facility during a design storm series.

The ground water mounding analysis will be performed using the MODRET computer modeling program. This program uses the Greene and Ampt model for the unsaturated subsurface analysis, and the USGS MODFLOW program for saturated conditions. This analysis will require input parameters and inflow hydrographs to be provided by the project civil engineer/hydrologist. The modeling will be used to help simulate the maximum ground water mound height. The mound height will be compared to the design high water elevation of the facility. The results of the ground water mounding analysis will be presented in a letter-report.

The groundwater mounding analysis will require infiltration facility design parameters and inflow hydrographs from the civil engineer/surface water modeler.

Task 6 – Laboratory Testing

Select sediment samples from the UIC boring and geotechnical borings will be submitted to AESI’s soils laboratory for grain size distribution analysis and moisture content, which will assist us in assessing infiltration potential. We will obtain a sample of groundwater from the onsite monitoring well and submit the sample to a laboratory for water quality testing. Parameters will include pH, specific conductivity, turbidity, total nitrate, nitrate+nitrite, total coliforms, total dissolved solids, total organic carbon, total lead, zinc, and phosphorus.

Task 7 – Groundwater Level Monitoring

Ground water level monitoring would be conducted for a period of one year within the existing groundwater monitoring well. Groundwater level monitoring will be conducted to record water level response to precipitation events during the 2019-2020 rainy season, and to identify a seasonal high groundwater level. An electronic pressure transducer/data logger will be installed in the well, which will record water levels on an hourly basis. We will visit the site after the first month of monitoring, and then on a quarterly basis to conduct manual water level measurements, and to download the data logger. Groundwater level data will be compiled and summarized in a technical memorandum provided at the end of the one-year monitoring period.

Task 8 – UIC Regulatory - Interaction with Ecology

This task includes interaction with Ecology related to the Demonstrative Approach requirements for UIC well registration.

Task 9 – Analysis/Report Preparation

After completion of field and laboratory activities, we will prepare a preliminary hydrogeological/geotechnical report which will include:

- A site plan showing each the approximate exploration/test locations in relation to the proposed infiltration facility.
- Interpretive exploration logs with a description of soil and ground water conditions encountered in the exploration borings.
- Laboratory testing reports.
- Summary of site surface conditions.
- Summary of soil, geology, and ground water conditions at the site.
- Our opinion regarding the suitability of the proposed location of the infiltration facility.
- Infiltration evaluation and design infiltration rates based on infiltration testing, grain-size correlations, site variability, and depth to ground water.

- A review of regional aquifer ground water data collected in on-site wells and assessment of potential impacts from infiltration of treated stormwater.
- Recommendations for further study, if required.

Task 10 – Design Team Mtgs/Consultation

This task includes interaction with the design team and meetings as required as the infiltration design evolves. This task includes up to two meetings.

Cost Estimate

Table 1 shows the estimated costs for the scope of work presented in this proposal.

Table 1
Cost Estimate

Task	Cost
Task 1 - Planning, Field Preparation, Subcontractor Coordination	4,500
Task 2 – UIC well construction/testing (subs plus AESI)	29,500
Task 3 – Geotechnical Borings (sub plus AESI)	8,700
Task 4 – Infiltration analysis	2,200
Task 5 – GW mounding analysis	4,000
Task 6 – Laboratory Testing	2,400
Task 7 – GW level monitoring	5,700
Task 8 – UIC regulatory - interaction w/ Ecology	2,500
Task 9 – Analysis/Report	14,500
Task 10 – Design Team Mtgs/Consultation	3,000
Total	\$77,000

CLOSURE

We are pleased to have this opportunity to work with you and are confident that our report will aid in the successful completion of your project. If you should have any questions, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Curtis J. Koger, L.G., L.E.G., L.Hg.
Senior Principal Geologist/Hydrogeologist

Exhibit D



26 September 2019

19-183

Dan Gariépy, P.E.
 Tetra Tech
 1420 5th Ave, Suite 600
 Seattle, WA 98101
Dan.gariepy@tetrattech.com

Re: Professional Surveying Services Proposal – Surveying and Mapping
 City of Edmonds, Lake Ballinger Facility Feasibility Study

Dear Dan,

1 Alliance Geomatics, LLC (1 Alliance), is pleased to provide this proposal for professional surveying and mapping services in support of Tetra Tech on the City of Edmonds, Lake Ballinger Facility Feasibility Study project.

Background

Lake Ballinger is prone to seasonal flooding and water quality issues historically and the City seeks to develop a large-scale infiltration facility at the City-owned Mathay-Ballinger Park (24100 78th Pl. W.).

Project Limits

Project limits will include all of parcel 27043100402800 and extend to the projection of the west Right-of-Way of 78th Pl. W. Southerly limits will include the parking area at the north end of 78th Pl. W. and continue along the unopened Right-of-Way to the south boundary, and its extension, of parcel 00559300003402.

A total of 5 areas will be mapped at existing storm structures and proposed storm tie-in positions that will extend 20' around the areas as shown in Exhibit A.

4 storm structures will be surveyed along 78th Ave W and 13 storm structures will be surveyed along 76th Ave W. as circled in Exhibit C – Offsite Storm.

Please see Exhibit A – Surveying Limits, attached to this proposal.

Please see Exhibit B – Parcel Map, for parcel depiction.

1 Alliance Geomatics
 Bellevue | Everett | Tacoma | Portland
 Main 425.598.2200 | Fax 425.502.8067
 1261A 120th Ave NE, Bellevue, WA 98005



Scope of Services

1. Surveying and Mapping

1.1. Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, 1 Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

1.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

1.2.1. Geodetic Survey Control

A system of horizontal and/or vertical control stations that have been established and adjusted by geodetic methods and in which the shape and the size of the earth (geoid) have been considered in position computations. A geodetic datum is an abstract coordinate system with a reference surface that serves to provide known locations to begin surveys and create maps.

1.2.1.1. Horizontal

Typically, survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.

1.2.1.2. Vertical

Typically, the Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).

1.2.2. Cadastral

Survey monumentation for the purpose of creating or reestablishing boundaries and/or tracts of land.

1.2.3. Units

Units shall be in US Survey Feet

1 Alliance Geomatics
Bellevue | Everett | Tacoma | Portland
Main 425.598.2200 | Fax 425.502.8067
1261A 120th Ave NE, Bellevue, WA 98005



1.3. Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort.

Topographic and Planimetric surveying services will be performed to support engineering design along this corridor. A combination of GPS and Total Stations will be utilized for data collection along the corridor.

1.3.1. Significant trees as defined by the City of Edmonds as any tree six inches or greater.

Diameter measurement will be taken at 3.5 feet from the ground, (DBH).

1.3.2. Visible improvements situated within the described mapping limits.

1.3.3. Edge of pavement, gravel, grass, concrete, etc.

1.3.4. Channelization within the described mapping limits.

1.3.5. Ground measurements will be captured sufficient to generate a digital terrain model (DTM) at one-foot contours.

1.3.6. Channelization within the described mapping limits.

1.4. Utility Surveying Services

1.4.1. Surface Observable utilities will be located as found within the surveying limits.

Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.

1.4.2. Underground Conductible Utility Locates and Surveying.

1 Alliance will arrange for underground 'conductible' utility locating, typically by means of a third-party utility locate service. This service shall locate utilities within the project corridor limits. The consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the utility locating service. Franchise utilities are typically marked by the franchise. Underground utilities to be mapped include power; natural gas; water; cable TV; telephone, and traffic. Fiber optic lines are typically marked in the field by the owner.

1.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

1.6. Right-of-Way and Boundary Resolution(s)

1.6.1. Right-of-Way

Resolve the unopened Right-of-Way and 78th Pl. W. within the project area.

1.6.2. Parcels

1 Alliance Geomatics
 Bellevue | Everett | Tacoma | Portland
 Main 425.598.2200 | Fax 425.502.8067
 1261A 120th Ave NE, Bellevue, WA 98005



Resolve the park boundary with provided title report(s) and underlying documents provided by others.

Understandings

1. Safety will be considered more important than project delivery. Any unsafe conditions or situations will be reported to The Client for consideration of a solution. 1 Alliance will make an estimate if any safety issues possible affect the timing, schedule, or completeness of the surveying services.
2. Rights-of-Entry will be organized, granted, and confirmed by The Client or Others.
3. Permits will not be required for 1 Alliance's efforts.
4. 1 Alliance is not responsible for the quality, completeness, or timeliness of Subconsultants and/or the work of others.
5. A Record of Survey/setting of property corners is not a part of these services.
6. Tree driplines are not a part of these services.
7. Rights of entry, if needed, will be accomplished by others prior to dispatching the field crew.
8. 1 Alliance will not enter any conditions deemed unsafe and will notify the Client to resolve them should they arise.
9. A current title report(s) with underlying documents to be provided by the City.

Deliverables

1. 2016, or newer, AutoCAD Civil 3D drawing file at 1"=20' with 1-foot contours
2. ASCII file of all points

Level of Effort

\$28,370 (not to exceed)

1 Alliance appreciates the opportunity to present this proposal. If you have any questions, please feel free to call.

Sincerely,

1 Alliance Geomatics, LLC

Erik J. Van Buskirk, PLS
Project Manager

1 Alliance Geomatics
Bellevue | Everett | Tacoma | Portland
Main 425.598.2200 | Fax 425.502.8067
1261A 120th Ave NE, Bellevue, WA 98005



1 ALLIANCE
GEOMATICS
 SURVEYING & MAPPING

Exhibit A – Survey Limits



Attachment: Tetra Tech Agreement [Revision 2] (Ballinger Regional Facility - Tetra Tech)

1 Alliance Geomatics
 Bellevue | Everett | Tacoma | Portland
 Main 425.598.2200 | Fax 425.502.8067
 1261A 120th Ave NE, Bellevue, WA 98005



1 ALLIANCE
GEOMATICS
 SURVEYING & MAPPING

MBE/DBE

Exhibit B – Parcel Map

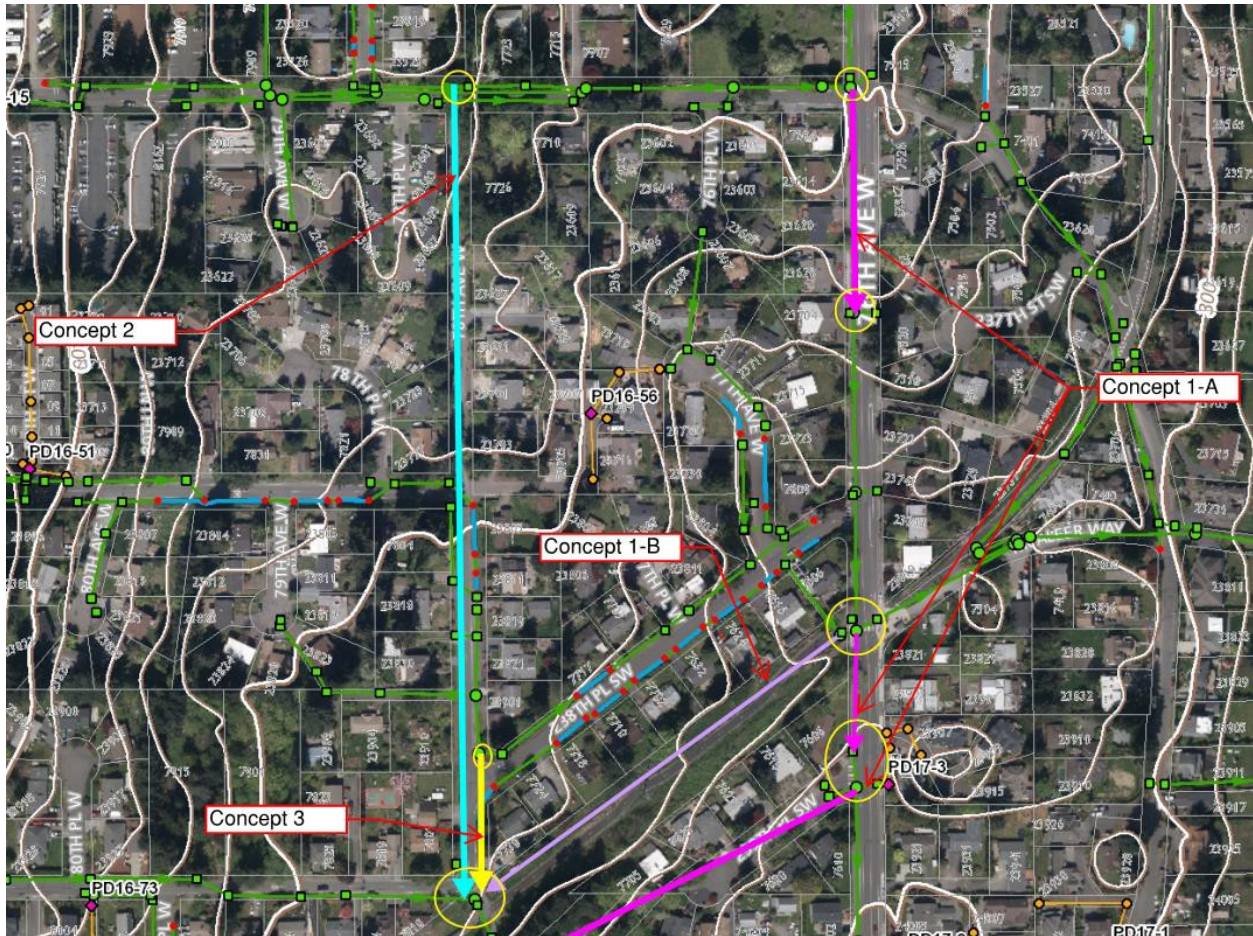


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Exhibit C – Offsite Storm



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PROJECT	NUMBER	19-183
	NAME	Lk. Ballinger Facility
	CLIENT	Tetra Tech
	OWNER	City of Edmonds

Date 26-Sep-19
by EJV
ckd MG

WSDOT OH - Loaded Rates



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

TASK			Principal	PM	PLS	CADD 5	CADD 3	TECH 5	TECH 3	ACCT	APM	ADMIN	FEE
			\$ 261.37	\$ 183.82	\$ 137.87	\$ 127.33	\$ 97.65	\$ 127.33	\$ 97.65	\$ 133.56	\$ 133.56	\$ 81.86	
No.	DESCRIPTION	HRS											TASK
1	PM; Admin; QA/QC	20	2	4	8					2	2	2	\$ 3,059
2	Survey Control	42	2	4	2	2		16	16				\$ 5,388
3	Field Mapping	68	1	1	2			32	32				\$ 7,920
5	Office Processing	45	1	4	8	32							\$ 6,174
6	Boundary	38	2	4	16			8	8				\$ 5,264
7		0											\$ -
	TOTAL HOURS	213	8	17	36	34	0	56	56	2	2	2	213
			\$ 2,090.96	\$ 3,124.94	\$ 4,963.32	\$ 4,329.22	\$ -	\$ 7,130.48	\$ 5,468.40	\$ 267.12	\$ 267.12	\$ 163.72	\$ 27,805.28
			TOTAL DIRECT BURDENED SALARY COSTS										\$ 27,805
			OTHER DIRECT COSTS										
MILEAGE		(ONE WAY)	25	MILEAGE (TOTAL MILES)			352.8		\$ 0.58	\$ 0.580			\$ 205
number of field days		7	PER DIEM (DAYS)							\$ -			
NOTES			LODGING (DAYS)							\$ -			
			MATERIALS & SUPPLIES					APS estimate					\$ -
			OTHER (DESCRIBE)										\$ -
			SUE LOCATES										\$ 360
			TOTAL OTHER DIRECT COSTS										\$ 565
			GRAND TOTAL FEE ESTIMATE										\$ 28,370

Attachment: Tetra Tech Agreement [Revision 2] (Ballinger Regional Facility - Tetra Tech)

Exhibit E

September 26, 2019

Dan Gariepy
Tetra Tech
1420 5th Avenue
Seattle, WA 98101

Re: Lake Ballinger Regional Facility Feasibility Study

Dear Dan:

We appreciate the opportunity to submit the following proposal for the Lake Ballinger Regional Facility Feasibility Study. We understand the scope of work is to analyze Mathay-Ballinger Park for use as a large scale infiltration facility and to coordinate its proposed footprint against the existing park uses, maintenance expectations and existing trees. We will use the site survey, the hydrogeologic and geotechnical work, client and community input, and our analysis to inform the siting of the regional facility in order to minimize impacts to ongoing park uses and existing trees. Based on our understanding of the project, we propose the following scope of work:

Task 1: Site Assessment (4 Months)

We will evaluate the existing park site including existing tree locations, utilities, parking, BBQ areas, Picnic and Play Areas, and assess the communities general use of the space and how it functions. Our Site Analysis will include a thorough review of existing site conditions and adjacencies culminating in analysis diagrams that describe the attributes of the space. Based on the findings of the site analysis Groundswell will develop an opportunities and constraints memo to inform the siting of the infiltration facility.

1. Participate in a kickoff meeting to review project parameters, gather available materials, identify additional information requirements, define a preferred community outreach strategy and establish project timetable, scope and schedule. At the conclusion of the meeting, we will conduct a site visit with the City of Edmonds.
2. Review applicable plans, code requirements, policies, and environmental documents provided by City of Edmonds and Tetra Tech. Tetra Tech will provide Groundswell with a site survey and relevant soil tests and studies for review. We will assist Tetra Tech with the site survey request in order to capture all tree and site information necessary to create a comprehensive plan that will retain and protect all existing trees.
3. Review site survey and request any additional information, if necessary.
4. Develop one Site Analysis diagram based on the information obtained from the physical site visit and survey. We will locate all tree protection areas, natural and man-made features and circulation areas for consideration in the siting of the infiltration facility.
5. Prepare a base plan, based on the materials gathered. The base plan will be used as the basis for all future meetings.

6. Attend client meeting #1 with the City of Edmonds and Tetra Tech.
7. Attend two meetings with the design team.
8. Prepare a memo that summarizes identified site opportunities and constraints.

Task 2: Development of Alternatives (5 Months)

We will present the findings from Task 1 at client meeting #2 to garner input on the Site Analysis, Opportunities and Constraints. We will then develop two alternatives that begin to define a collective vision for locating the infiltration facility within the park.

1. Attend client meeting #2. Present the findings of the Site Analysis and solicit input regarding the identified opportunities and constraints.
2. Conduct Open House #1. Present the findings of the Site Analysis, opportunities and constraints and garner input on how the park currently functions to help inform the proposed improvements.
3. Based upon the results of the site analysis, technical input, city and community feedback, we will develop a preliminary site diagram illustrating the areas most suitable for siting of the infiltration facility.
4. Confirm agreed upon design parameters of proposed infiltration facility, via conference call.
5. In collaboration with Tetra Tech and the design team, Groundswell will assist in the development of two site plan alternatives based on the approved design program and collective vision for the project.
6. Assist Tetra Tech with initial cost estimates for the two plan alternatives.
7. Attend client meeting #3 to review the two plan alternatives.
8. Conduct Open House #2 to solicit input on the two plan alternatives.
9. Incorporate comments and create one preferred plan alternative based on input received.
10. Assist Tetra Tech with preparation of a final cost estimate for the preferred plan alternative.
11. Attend client meeting #4 to review preferred plan alternative.
12. Incorporate comments and create final engineered landscape plans based on input received.
13. Assist Tetra Tech in development of project narrative and final feasibility report.

FEES

We propose the following fees:

1. Site Assessment	\$7,200.00
2. Development of Alternatives	\$20,820.00

Total: \$28,020.00 *plus expenses*

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

We recommend Tetra Tech allocate \$2,500 to engage a certified arborist to review and advise on the two site plan alternatives relative to the protection and retention of the existing tree canopy.

ASSUMPTIONS

- Permitting is not included in this scope of work.
- Redesign of the park features is not included in this scope of work.
- Tetra Tech will prepare and distribute meeting notes.
- The final Feasibility Report will be compiled by Tetra Tech. Groundswell will prepare necessary narratives and review the final document. Additional drawings or renderings, other than those noted above, will require additional services.
- This scope of work assumes the project will be completed by July, 2020.
- The limit of work for the above scope will be within the legal boundary of Mathay-Ballinger Park.

Please contact me if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you.

Sincerely,



Chris Jones
Principal-in-charge
chris@groundswell.studio

Approved:

Name and title

Date

Exhibit F

LAKE BALLINGER REGIONAL FACILITY FEASIBILITY STUDY

Funding – Proposed Task Plan

The following task plan is intended to address long-term funding for the preferred Lake Ballinger regional facility alternative.

Task 1 – Funding Options Analysis

Given the potential scale of the improvements and the number of properties in the area to be served, an implementation and funding strategy will be very important. Task 1 includes a qualitative assessment of available funding options. Some of the options to be considered will include the following:

- Local improvement district(s), resulting in assessments to the benefitting properties
- Ratepayer funding
 - » Citywide rates
 - » Area-specific rates to apply only to areas benefitted by improvements
- Bond (debt) funding, utilizing a second funding source to pay debt service
- Capital Facilities Charge (CFC) funding, with CFCs payable upon development
 - » Citywide CFCs
 - » Area-specific CFCs
- Grant/special loan program funding
- Fees in lieu of on-site detention
- Latecomer (reimbursement) agreements

Considerations in the selection of the preferred funding approach would likely include.

- Equity – An equity criterion would inform the solution with a discussion of who should pay for the needed improvements
- Legal defensibility – Any solution must be designed to withstand a potential legal challenge
- Practicality/Affordability – A practicality criterion would provide for a realistic evaluation of specific financial burden property owners would be expected to bear
- Ease of administration – Some solutions, such as multiple LIDs, could require a high level of staff engagement and administration
- Revenue sufficiency – The solution, whether making use of a single or multiple funding mechanisms, must be shown to provide enough revenue to meet the costs of improvements

A draft memorandum will be prepared that summarizes the findings of the task and includes a recommended funding strategy.

CLIENT NAME
Month, Year

Project Name/Title
page 2

Task 2 – Technical Analysis

Task 1 recommendations would define any technical analysis that would be necessary. In Task 2, a summary level financial analysis would be performed for 3-4 of the most likely funding options.

Task 2 Assumptions:

- The analysis will be done for 3-4 options.

Task 3 - Documentation

In Task 3, the consultant will prepare a draft memorandum that summarizes the methods and findings of the study and include an implementation plan for the preferred alternative. It would also describe the funding approach and provide supporting analysis.

Task 3 Deliverables:

- Draft Memorandum
- Final Memorandum
- Presentation to Council

We propose to perform the above services for no more than \$27,800. A detailed budget spreadsheet is provided below.

Task	(# of meetings noted in parentheses)	Project				
		Principal Ghilarducci	Manager	Consultant	Support	
		\$ 260	\$ 185	\$ 140	\$ 85	
1. Collect and Review Data						
i. data request / kickoff meeting (1)	2	4	4	-	\$ 1,820	
2. Funding Options Evaluation						
i. compile range of options	2	4	8	-	\$ 2,380	
ii. identify and apply criteria	4	8	16	-	4,760	
iii. meet with staff (1)	4	4	4	-	2,340	
3. Technical Analysis						
i. develop technical analysis	1	12	24	-	\$ 5,840	
ii. meet with staff (1)	4	4	4	-	2,340	
4. Documentation & Presentation						
i. prepare draft memo	2	4	24	-	\$ 4,620	
ii. prepare final memo	1	2	4	-	1,190	
iii. meet with Council (1)	4	2	4	4	2,310	
Labor		24	44	92	4	\$ 27,600
Expenses						200
Total Project Cost						\$ 27,800

City Council Agenda Item

Meeting Date: 10/15/2019

Council funding for Sponsorship of the Martin Luther King Tribute

Staff Lead: Council

Department: City Council

Preparer: Maureen Judge

Background/History

The Second Annual Rev. Dr. Martin Luther King Jr. - Inspiring a Beloved Community program will take place at the Edmonds Center for the Arts (ECA) on January 20, 2020. Last year over 1000 people attended this event that reached a community of local citizens who want to eliminate hatred, injustice and poverty in the neighborhoods where we live. Sponsorship funding will help reach low-income and of communities of color to encourage even greater participation in this event.

Staff Recommendation

Approve

Narrative

Council is asked to consider funding a \$3,500 sponsorship for the 2020 Martin Luther Tribute event at ECA.

Attachments:

ML King Tribute

A Tribute to Rev. Dr. Martin Luther King, Jr.

Inspiring a Beloved Community in Song, Spoken Word and Dance

Produced in partnership with Edmonds Center for the Arts



January 21, 2019

7:30 p.m.

Edmonds Center for the Arts

410 Fourth Avenue North Edmonds, WA 98020

Morning Program & Events

For Families, Children and Youth

Kaleidoscope Dance Company & Northside STEP

10 a.m. to Noon Admission to this program is Free

Evening Tribute

Dr. Gloria Burgess, CEO & President - Jazz International

The Sound of the Northwest Choir, Directed by Juan Huey-Ray

Barclay Shelton Dance Centre

Price Arts Dance

Josephine Howell & Band

Special Presentation of the Beloved Community Award

Ticketing & Information:

ECA Box Office **425.275.9595** or **ec4arts.org**

General Admission \$10 Students \$5 Day of Event \$12

Premier Sponsors

Edmonds United Methodist Church, Hazel Miller Foundation, Campbell Auto Group, Edmonds
Verdant Health Commission, Diana & Stephen White, Leanne & Steve Shelton, City of Edmonds
Ross & Donnie Griffin

City Council Agenda Item

Meeting Date: 10/15/2019

City Attorney Evaluation

Staff Lead: Tom Mesaros/Dave Teitzel

Department: City Council

Preparer: Maureen Judge

Background/History

City Council began the process of evaluating city attorney services with a questionnaire sent to the Mayor, the Directors and any other personnel Directors felt might offer input into the evaluation process.

Staff Recommendation

N/A

Narrative

Councilmembers Mesaros and Teitzel have attached results from the city attorney evaluation, the questionnaire, and a draft questionnaire to get information on in-house vs. external city attorney services for comparative cities.

Attachments:

Evaluation Tally 191004

City Attorney Evaluation Process 190731

Draft questions for comparative cities 191015

City of Edmonds

Summary Scores from City Attorney Services Evaluation

Respondents:		1	2	3	4	5	6	7	8	9	10	11	12	13	14		Mean Score*	Median Score*
Question Numbers:																		
1.a		7	7	7	5	7	5	7	6	7		7	7	7	7		6.62	6.73
1.b		7	7	7	3	6	4	7	5	5	3	6	7	5	6		5.57	5.67
1.c		7	7	5	5	7	5	7	6	7	2	7	7	7	7		6.14	6.42
1.d			3			7						5	7	7			5.80	6.33
1.e		7	6	7	5	7	6	7	7	7		6	7	7	7		6.62	6.73
1.f		6	7	4	5	7	6			7	1	7	7	7	6		5.83	6.20
1.g		7	7	6	3	7		7	6	7	1	4	7	7	6		5.77	6.09
2.a		7	7	6	5	6	5	7	6	7	2	6	7	7	6		6.00	6.25
2.b		7	7	7	6	7	5	7	6	7	1	7	7	7	6		6.21	6.50
2.c		6	7	7	4	7	4	7	6	6		5	7	6	6		6.00	6.09
2.d		5	7	7	5	7			5	6		6	7	6	6		6.09	5.00
2.e		5	7	6	2	4	3	7	6	6		7	7	7	7		5.69	5.91
2.f		6	7	6	5	6	4	7	5	7	2	6	7	7	6		5.79	6.00
2.g		6	7	5	5	6	5	7	6	6	4	7	7	7	5		5.93	6.00
2.h		6	7	5	3	5			5	7	2	6	7	6	6		5.42	5.60
2.i		7	7	6	3	7	2		6	6		5	7	6	5		5.58	5.80
2.j		7	7	5	3	7	2		5	5		6	7	5	6		5.42	5.60
3.a		6	7		4	4	4	7	6	7		7	7	6	6		5.92	6.00
3.b		7	7		5	6	4	7		7		7	7	7	6		5.83	5.90
3.c		7	7		5	7	5	7	7	7		7	7	7	7		6.67	6.80
3.d		7	7		6	7			6	7		7	7	7	7		6.80	6.88
3.e		7	7		4	6			5	7		6	7	7	7		6.30	6.50
3.f		7	7		3	4		5	6	7		6	7	7	7		6.00	6.22

Attachment: Evaluation Tally 191004 (City Attorney Evaluation)

City of Edmonds

Summary Scores from City Attorney Services Evaluation

4.a		7	7	3	4	7	4	7	5	6		7	7	7	6		5.92	6.09
4.b		6	3	5	5	5			5	6		5	7	6	5		5.27	5.33
5.a		7	7			7		7		7		7	7	7	7		7.00	7.00
5.b		6	7									6	7	7	6		6.50	6.50
5.c		6	4		2		1		5	1	2	5	7	6	1		3.64	3.56
5.d		5	7	7	5		6	7	6	7		6	7	7	7		6.42	6.50
5.e		7										7		7			7.00	7.00
5.f		7	5	5	2	5	2			7	1	4	7	6	5		4.67	4.80
5.g		7	7		4	7						7	7	7	7		6.63	7.00
5.h		7	6	4	5	7		7		6		6	7	7	7		6.27	6.44
5.i		7	7	4	3	7		7		6		6	7	7	7		6.18	6.44
6.a		6	6	1	4		3	7	4	5	1	5	7	5	4		4.46	4.55
6.b		7	7	7	5	7	4	7	5	6	2	6	7	5	6		5.79	6.00
6.c		7	7	5	4	7	5	7	5	5	2	7	7	7	6		5.79	6.00
6.d		7	5	4	5	7	5	7	4	4	2	6	7	6	5		5.29	5.25
6.e		6	6	4	5		5	7	4	5	2	4	7	6	6		5.15	5.27
6.f		6	7	1	2		3	7	4	6	1	5	7	6	4		4.54	5.10
6.g		7	7	7	5	7	5		6	6		7	7	7	6		5.92	6.50
6.h		6	7	1	5	7	5	7		6	1	6	7	7	6		5.46	5.73
6.i		7	7	5	3	6	3	7		7	2	5	7	7	5		5.46	5.64
7.a		7	7	5	5	7	5	7	6	6		6	7	7	6		6.23	6.27
7.b		7	7	5	5	7	5	7	6	7		7	7	7	6		6.38	6.45
7.c		7	5	4	3	4	3		3	7		4	7	7	5		4.54	4.90
7.d		7	7	7	2	7	2		6	7		7	7	7	7		5.62	6.40
7.e		7	7		5		5			7		6	7	7	6		6.33	6.43
7.f		7	7		2	7	3	7	7	6		6	7	7			6.00	6.33
7.g		7	7	4	6	7	5	7	7	7	5	7	7	7	6		6.36	6.50

Attachment: Evaluation Tally 191004 (City Attorney Evaluation)

City of Edmonds

Summary Scores from City Attorney Services Evaluation

7.h		7	7		4		4				1	6	7	6			5.25	5.67
7.j		7	6	7	6	7	7	7	7	7	1	6	7	7	6		6.29	6.67
7.k		7	7	5	5	7	6	7	6	7		7	7	7	7		6.54	6.64
7.l		7	7		2	7	1	7	3	5		6	7	5	6		5.25	5.50
Average Score		6.64	6.58	5.16	4.14	6.44	4.05	6.75	5.50	6.14	1.86	6.07	7.00	6.59	5.86		5.63	6.03
*Mean Score is the average of all the scores																		
*Median Score eliminates one low score and one high score and then takes the average																		
Blank Items Represent a Not Applicable Answer																		

City of Edmonds

Performance Evaluation for City Attorney Services July 31, 2019

Purpose of Evaluation:

The purpose of the performance evaluation process to be conducted by and between the City Council and the City Attorney are:

1. To strengthen the relationship between the City Attorney and the City's duly authorized constituents (City Council, Mayor, Directors, etc.) through clarification of the City Attorney's roles and responsibilities
2. To provide feedback to the City Attorney and identify areas where improvement may be needed
3. To determine whether the cost-to-service-level ratio is in balance (e.g. whether the City Attorney has performed satisfactorily given the resources allocated and whether those resources should be adjusted in the future)
4. To determine if it is time to develop an RFP to rebid our city attorney services and what might be included in those services for the city (current level of services and/or new levels: i.e. prosecuting attorney services, etc.)

This process and policy recognizes that the current City Attorney is a private law firm retained by the City Council under contract with the City.

In addition to this evaluation process, a parallel process will be undertaken to determine whether to switch to an "in-house" city attorney model and what the potential costs vs service levels that would be.

Evaluation Procedure:

The Mayor, the City Department Directors, or their designated managers and all City Council members will complete the evaluation form along with the current City Attorney. When Directors happen to know that a particular city employee, below the level of Director, has worked with the City Attorney's Office on a frequent basis, the Director should consult with those employees prior to completing the evaluation form or may ask those employees to complete their own form. Each form will identify the person completing the form so that that person can be contacted by City Council with follow up questions about any concerns raised. The completed forms will remain confidential and only reviewed by Council Members Mesaros and Teitzel. **Please be candid with your feedback. It is very important to have accurate and full evaluation feedback to ensure we make fully informed decisions regarding Edmonds' legal representation.**

Once the evaluation forms have been completed, an aggregated summary copy of the forms --with all names, titles and contact information excluded-- will be submitted to the City Attorney's Office for review and comment. If any of the evaluation feedback raises performance concerns, those

concerns will be discussed with the City Attorney by Council Members Mesaros and Teitzel prior to being reviewed with the full city council.

The two council members will present the aggregated evaluation and any written response from the City Attorney to the City Council for their review. Unfortunately, City Council discussion of these documents may need to be limited due to Open Public Meetings Act (OPMA) rules. While the OPMA allows the City Council to review the performance of a public employee in executive session, it does not allow the City Council to review the performance of a contracted City Attorney in executive session. Furthermore, it is reasonably likely that any public discussion by the City Council of these documents could reveal or invite revelation of communications that would ordinarily to be protected under RPC 1.6 Confidentiality of Information. Therefore, if, upon review of these documents, certain council members may want to discuss the results of the evaluation with the City Attorney, it may be more appropriate to have council members meet individually and informally with the City Attorney.

Completed evaluation forms should be returned directly to Maureen Judge at the council office for review by Council Members Mesaros and Teitzel by August 31, 2019.

City Attorney Performance Evaluation Form

Please complete and return this form to _____ by _____.

Reviewed by: _____

Date of Review: _____

Performance Evaluation:

Rate each item on a scale of 1 to 7 with 1 being low and 7 being high. For any ratings of 4 or lower, please provide additional explanation for the rating. Write "N/A" if the particular question is not applicable to your own interaction with the City Attorney. References herein to "City Attorney" include all attorneys associated with Lighthouse Law Group PLLC, not a particular attorney.

1) Trustworthiness / Integrity / Ethical Compliance:

- a. Does the City Attorney seem to understand that its client is the municipal corporation and not any particular constituent that is authorized to act on behalf of the municipal corporation?
- b. Does the City Attorney execute its role in a manner that is fair to the various duly authorized constituents of the City of Edmonds (as opposed to taking a result-oriented approach where one constituent or set of constituents is favored over another constituent regardless of the law)? (7 for high levels of fairness; 1 for high levels of result-oriented approach)
- c. In general, has the City Attorney acted in the best interests of the municipal corporation?
- d. When presented with knowledge that an officer or employee intends to act in a manner that is in violation of a legal obligation to the municipal corporation, has the City Attorney appropriately referred the matter to a higher authority in the organization?
- e. Would you trust the City Attorney to refer matters of the type mentioned in "item d", above, to a higher authority if they were to arise in the future?

- f. If and when the City Attorney itself has made an error or an incorrect statement, has the City Attorney made a timely and appropriate disclosure of that error?
- g. Would you trust the City Attorney to make a timely and appropriate disclosure of its own future errors?

2) Legal Consultation:

- a. Has legal advice provided by the City Attorney proven to be accurate and technically correct?
- b. Does the City Attorney provide its best and honest recommendations given all existing legal issues and ramifications?
- c. Does the City Attorney possess and provide an efficient and effective knowledge of the City's Municipal Code and regulations?
- d. Does the City Attorney possess and provide an efficient and effective knowledge of other government regulations and case law regarding municipal government regulations and case law regarding municipal government and issues facing the City?
- e. Does advice provided by the City Attorney regularly take into account and balance the overall goals and objectives of the City?
- f. Does the City Attorney regularly provide the scope of legal expertise necessary to meet the City's needs on issues that arise?
- g. Does the City Attorney proactively identify potential issues when it is aware of them to avoid problems from occurring?

- h. Are alternative and innovative solutions provided rather than just raising problems?
- i. Is the City Attorney able to maintain the City Council's and City Staff's confidence while informing them of the different legal risks that proposed actions might generate?
- j. Are city staff and the City Council advised on key changes in municipal law as it pertains to the City's activities?

3) Litigation:

- a. Does the City Attorney zealously advocate for the interests of the City?
- b. Is the City Attorney's approach effective in achieving the best possible legal outcomes for the City's interest given the issues that arise?
- c. Does the City Attorney represent the City in a professional and ethical manner?
- d. Does the City Attorney make effective use of executive session to advise the City Council on the status and risks associated with pending or potential litigation?
- e. Are the City Attorney's estimates of legal impacts reasonably accurate on a regular basis?
- f. Has the City Attorney been successful in accomplishing the City's litigation objectives?

4) Document Review and Preparation:

- a. Does the City Attorney prepare ordinances, resolutions, contracts, correspondence and other legal work accurately and consistent with the direction and objectives communicated by the City Council, Mayor and/or department directors?
- b. Does the City Attorney make beneficial suggestions about how the city code should be updated or revised? Does the City Attorney accurately identify and address all legal issues within documents and items that it reviews?

5) Cost/Fiscal Accountability and Control:

- a. Are regular legal activities achieved within budgetary goals and limits?
- b. Has the City Attorney been effective in minimizing legal costs by limiting tasks to those regarding legal issues and utilizing City in-house staff when possible to perform administrative and other functions?
- c. Are standard forms developed and used where possible to minimize preparation of legal documentation?
- d. Are legal tasks performed with appropriate authorization according to established procedures and contract requirements?
- e. Do invoices accurately identify tasks and expenses in sufficient detail to provide accountability?
- f. Does the City Attorney display the ability and knowledge to research issues in a minimum amount of time?

- g. Have legal costs been effectively managed and controlled given the issues, assignments and requests made to the City Attorney?
- h. Do you feel that the City has benefitted from the flat fee arrangement with the City Attorney?
- i. Do you believe that the City would have incurred more legal expenses than it has actually incurred if the City Attorney was compensated on an hourly basis?

6) Responsiveness/Timeliness of Actions:

- a. Are requested legal work and assignments completed within a clearly established time frame?
- b. Is the City Attorney accessible by email when needed to respond to requests for legal information and assistance?
- c. Is the City Attorney accessible by telephone when needed to respond to requests for legal information and assistance?
- d. Is the City Attorney accessible in person when needed to respond to requests for legal information and assistance?
- e. Are legal review and requests for information completed in time to avoid delays to City projects, programs and other tasks?
- f. Does the City Attorney follow up efficiently to requests that are made?

- g. Does the City Attorney accurately interpret and clarify City Council and Mayor direction?
- h. Has the City Attorney provided an appropriate level of service considering the amount of the City's flat fee arrangement with the City Attorney?
- i. Has the City Attorney appropriately prioritized the various projects needing attention when considering the best interests of the municipal corporation?

7) Communications and Interpersonal Relations:

- a. Does the City Attorney communicate effectively with the City Council, the Mayor, city staff and community?
- b. Are answers provided in an understandable manner?
- c. Are timelines for follow up to requests clearly communicated?
- d. Does the City Attorney maintain appropriate confidentiality with regard to all matters discussed with the Mayor, City Council, department directors and city staff?
- e. Does the City Attorney effectively report to the City Council and/or Mayor communications by project attorneys of a substantive nature regarding significant or sensitive matters?
- f. Does the City Attorney maintain good working relationships and serve as an effective member of the management team?

- g. Does the City Attorney display a positive attitude in carrying out **its** responsibilities and responding to requests?
- h. When asked to do so, has the City Attorney effectively mediated disputes among various constituents within the organization?
- j. Is the City Attorney tactful and diplomatic in its communication?
- k. Is the City Attorney's oral communication during council meetings clear and direct?
- l. Has the City Attorney been a positive force toward improving and/or maintaining a positive relationship between the City Council and the Administration?

8) General Comments Regarding the City Attorney's Performance:

City of Edmonds Comparative Study on City Attorney Services October 15, 2019

The goal of this process is to provide comparative data to evaluate the pros and cons of having our City Attorney Services provided by an external law firm, as opposed to having internal legal staff to provide those services. In addition, there will be data gathered to assess the opportunity to provide prosecutor services through the same law firm (whether in house or contracted).

The following ten cities appear to provide the most relevant source of comparable cost information because they are all located in Snohomish County or King County, are subject to economic forces similar to Edmonds' (which drives fees attorneys may charge) and are of a similar enough government size for comparison purposes:

Cities with Contracted City Attorney Services

Issaquah Lynnwood Mountlake Terrace Mukilteo Tukwila

Cities with In-House Attorney Services

Des Moines Bothell Mercer Island Kirkland Shoreline

Interview Questions

Interview date:

Interviewer:

Interviewee:

Interviewee's position at the subject city:

General Questions:

1. How does your city obtain your primary city attorney services: through in-house staff or through an external law firm?
2. How many years have you utilized this method for obtaining city attorney services?
3. Does the city attorney's office (whether in-house or external) provide civil as well as prosecution services?
4. Is your city self-insured or does your city participate in the WCIA insurance pool or Risk Management Service Agency?
5. What are the pros and cons of the method by which you obtain primary attorney services and what would you change about that method if you could?

6. Is your city attorney readily available for consultation, either in-person or by phone?

Questions For Cities That Have In House Legal Services:

1. Please provide a copy of the annual expenditure report for the city's legal department or city attorney's office for the years 2016, 2017, and 2018. The annual expenditure report we are requesting is one that would itemize the various actual expenses by category of legal support (e.g., civil, criminal, labor, etc.) of your legal department in each of those three years.
 - a. If your in-house attorneys track their time, please provide a copy of the reports that describe the total hours worked by each attorney during these three years, by category (e.g., civil, criminal, labor, etc.) This request is not intending to obtain copies of narrative descriptions or other confidential information. If attorney labor hour information is not formally tracked, please provide annual estimates for each of these three years.
 - b. Does your annual expenditure report itemize the salary and benefits costs for each position in the legal department? If not, would you be able to provide us with documentation that shows those costs?
 - c. How many in-house attorneys does your city employ? How many of them are assigned to civil matters vs. prosecution matters? If your in-house attorneys support both disciplines, can you provide an estimate of the time allocated to each?
 - d. How long have each of your city's attorneys been employed by your city?
 - e. How easy or difficult has it been to find qualified and experienced staff for your in-house attorney positions?
 - f. For each attorney employed by your city, would you be able to tell us how many years they have been practicing municipal law?
 - g. How many legal support staff (e.g., paralegals, assistants, etc.) does your city employ?
 - h. On a percentage basis, what proportion of your city's annual legal expenses is attributed to attorney expenses versus legal support staff expenses?
 - i. Are any budgeted attorney positions presently vacant? If so, how many positions are vacant and for how long have they been vacant?
 - j. Were any attorney positions added in 2019?
 - k. Are any budgeted non-attorney positions in your legal department presently vacant? If so, how many positions are vacant and for how long have they been vacant?
 - l. Were any non-attorney positions added in 2019?
 - m. Other than salary and benefits expenses, what other expenses are attributed to your legal department? Are all of these "other" costs documented in your annual expenditure report? If not, would you be able to provide us with documentation that shows these "other" expenses?
2. Please provide a copy of the vendor paid invoice history from your accounts payable system for each law firm that the city contracted with in 2016, 2017, and 2018, including law firms that were retained to provide legal services related to the city's utilities and/or capital projects (e.g., lawyers retained for eminent domain, construction disputes, franchise agreements, etc.), law firms that were retained to provide prosecution services, etc. Any payment history regarding bond counsel is not required.
 - a. If the number of contracted attorney hours for contracted legal services for each year is not reflected in the paid invoice history documents, please provide the number of

contracted attorney hours that corresponds with each work category above. If attorney labor hour information is not formally tracked, please provide annual estimates for each of these three years.

3. Please provide your city's budget and expense actuals for legal support for 2016, 2017 and 2018, by category shown in your annual budget.
4. Does your city directly employ police officers?
5. Does your city directly employ emergency service personnel (e.g., firefighters, medics, etc?)
6. How does your city evaluate the performance of the city attorney? Does the city council have a role in that evaluation? If so, how is city council input obtained?

Questions For Cities That Do Not Have In House Legal Services

1. How long have you utilized an external law firm to provide city attorney legal services to your city?
2. How long have you utilized the law firm that is currently providing that service?
3. When did your city last undergo an RFP process for the city attorney?
4. Please provide a copy of the vendor paid invoice history from your accounts payable system for each law firm that the city contracted with in 2016, 2017, and 2018, including your primary contracted law firm and law firms that were retained to provide legal services related to the city's utilities and/or capital projects (e.g., lawyers retained for eminent domain, construction disputes, franchise agreements, etc.), law firms that were retained to provide prosecution services, labor negotiation, etc. (Please do not include attorneys retained for bond counsel.) If possible, please indicate category of legal service each firm supported (e.g., civil, prosecution, labor, etc.)
 - a. If the number of contracted attorney hours for contracted legal services for each year is not reflected in the paid invoice history documents, please provide the number of contracted attorney hours that corresponds with each work category above. If attorney labor hour information is not formally tracked, please provide annual estimates for each of these three years.
5. How many contracted attorneys are assigned to support the legal needs of your city?
6. For each attorney that is part of your city's contracted legal team, would you be able to tell us how many years of experience each attorney has in practicing municipal law?
7. Please provide your city's budget and expense actuals for legal support for 2016, 2017 and 2018, by category shown in your annual budget.
8. Does your city directly employ police officers?
9. Does your city directly employ emergency service personnel (e.g., firefighters, medics, etc?)
10. How does your city evaluate the performance of the city attorney? Does the city council have a role in that evaluation? If so, how is city council input obtained?
11. Does your city attorney law firm keep regular office hours at city hall? If so, how many days per week?