



Agenda

Edmonds City Council

COUNCIL CHAMBERS

250 5TH AVE NORTH, EDMONDS, WA 98020

MARCH 24, 2020, 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/PLEDGE OF ALLEGIANCE**
- 2. LAND ACKNOWLEDGMENT**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PRESENTATION**
 1. Proclamation in recognition of Women's History Month and International Women's Day (5 min)
- 6. AUDIENCE COMMENTS (SUBMITTED VIA EMAIL) - REGARDING MATTERS NOT LISTED ON THE AGENDA AS CLOSED RECORD REVIEW OR AS PUBLIC HEARINGS**
- 7. APPROVAL OF THE CONSENT AGENDA**
 1. Approval of Council Meeting Minutes of March 3, 2020
 2. Approval of Council Meeting Minutes of March 17, 2020
 3. Approval of claim, payroll and benefit checks, direct deposit and wire payments.
 4. WWTP Polymer Contract
- 8. ACTION ITEMS**
 1. Senior Center Loan Request (30 min)
 2. Ordinance Imposing Moratorium on Small Business & Non-Profit Tenant Evictions (20 min)
 3. Adoption of Emergency Ordinance for Moratorium on Residential Evictions (20 min)
 4. Review and Ratification of the Mayor's Stay at Home Order (5 min)
 5. Emergency Compensation Plan (15 min)
 6. 2019 Transportation Benefit District Report (15 min)
- 9. MAYOR'S COMMENTS**
- 10. COUNCIL COMMENTS**

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City Council Agenda Item

Meeting Date: 03/24/2020

Proclamation in recognition of Women's History Month and International Women's Day

Staff Lead: Mayor Nelson

Department: Mayor's Office

Preparer: Scott Passey

Background/History

Women's History Month is a celebration of women's contributions to history, culture and society and is observed annually in the month of March in the United States. The United Nations has sponsored International Women's Day since 1975. When adopting its resolution on the observance of International Women's Day, the United Nations General Assembly cited the following reasons: "To recognize the fact that securing peace and social progress and the full enjoyment of human rights and fundamental freedoms require the active participation, equality and development of women; and to acknowledge the contribution of women to the strengthening of international peace and security."

Staff Recommendation

Narrative

Attachments:

WHMIWD_2020

Proclamation


City of Edmonds • Office of the Mayor

In recognition of Women's History Month and International Women's Day

- Whereas: this year, 2020, marks the 100th anniversary of the ratification of the 19th amendment to the United States Constitution, guaranteeing and protecting women's right to vote; and
- Whereas: American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which creates a more fair and just society for all; and
- Whereas: locally, nationally, and internationally, women of every race, age, and ethnic background have made historic contributions to the growth, stability, and strength of our communities in countless recorded and unrecorded ways; and
- Whereas: a gender wage gap continues to persist for women who hold full-time jobs - on average of 79 cents for every dollar paid to men, in the State of Washington, and this gender wage gap is significantly greater for women of color; and
- Whereas: American women have served our country courageously in all branches of the military; and
- Whereas: women have played, and continue to play, critical economic, cultural, and social roles in every sphere of the life of our community;

NOW THEREFORE, I, Michael Nelson, Mayor of Edmonds, do hereby recognize the month of March as Women's History Month, and I call this observance and recognition to the attention of all of our citizens.

Est. 1890


Mike Nelson, Mayor ~ March 17, 2020

City Council Agenda Item

Meeting Date: 03/24/2020

Approval of Council Meeting Minutes of March 3, 2020

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:

03-03-2020 Draft Council Meeting Minutes

EDMONDS CITY COUNCIL MEETING DRAFT MINUTES March 3, 2020

ELECTED OFFICIALS PRESENT

Mike Nelson, Mayor
Adrienne Fraley-Monillas, Council President
Kristiana Johnson, Councilmember
Luke Distelhorst, Councilmember
Diane Buckshnis, Councilmember
Vivian Olson, Councilmember
Susan Paine, Councilmember
Laura Johnson, Councilmember

STAFF PRESENT

Patrick Doherty, Econ. Dev & Comm. Serv. Dir.
Shane Hope, Development Services Director
Scott James, Finance Director
Shannon Burley, Deputy Parks & Recreation Dir.
Jeff Taraday, City Attorney
Scott Passey, City Clerk
Jerrie Bevington, Camera Operator
Jeannie Dines, Recorder

ALSO PRESENT

Zach Bauder, Student Representative

1. CALL TO ORDER/FLAG SALUTE

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

2. LAND ACKNOWLEDGEMENT

Council President Fraley-Monillas 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

Mayor Nelson relayed that Item 8.1, Resolution Adopting Council Rules of Procedure and Updating the Council code of Conduct, had been removed from the agenda as it requires further review.

COUNCIL PRESIDENT FRALEY-MONILLAS MOVED, SECONDED BY COUNCILMEMBER DISTELHORST, TO APPROVE THE AGENDA IN CONTENT AND ORDER AS AMENDED. MOTION CARRIED UNANIMOUSLY.

5. AUDIENCE COMMENTS

Marlin Phelps, Marysville, commented when the prosecutor made his presentation to the City Council two weeks ago, he talked about mistrials. A mistrial only comes from the prosecution; the judge is holding them to the letter of law and although it may be a rock solid case, the prosecutor can't find his way to a trial. He recalled the prosecutor's associate used the word "poached" when describing that she came from the Seattle court, commenting unless it was poaching an egg, the word poach is an illegal act and her misuse of that word is indicative of their atmosphere. He urged the Council to look at the contradictory presentation of the prosecutor compared to the public defender's presentation tonight. The City has a wonderful judge, a wonderful public defender, but the prosecutor is a criminal organization. The public defender's organization includes some extremely fine attorneys; working both sides of the aisle shows the Council is ambiguous to sides and makes for a good judicial appointment. The City could ask Ms. Kyle for an ivy league Edmonds resident to be the as prosecutor and the judge would race to work each morning because she would then have a fine court to preside over. He referred to the number of police who were present when the prosecutor made his presentation as posturing. He summarized the prosecutor was not truthful and the City could do a lot better.

Sheila Cloney, a business owner and president of the Downtown Edmonds Merchants Association (DEMA), speaking on behalf of DEMA, relayed their support for adopting an ordinance that would add hotels as a permitted use in the Commercial Waterfront zone. It was her understanding the ordinance did not change the height restrictions on the waterfront and only added hotels as a permitted business type.

Lora Hein, Edmonds, applauded the Council for moving forward with climate action. She recommended the book, "The Future We Choose: Surviving the Climate Crisis," by Christiana Figueres and Tom Rivett-Carnac who wrote the text of the 2015 Paris Agreement. The book has a very uplifting call to action.

Marjie Fields, Edmonds, looked forward to the presentation by the Mayor's Climate Protection Committee and was proud to be a citizen in a community that supports such efforts. Edmonds is off to a good start with the commitment to 100% clean energy a couple years ago and needs to build on that foundation through the recommendations of the Climate Committee.

Will Chen, Edmonds, relayed his excitement with the Council's approval of the Highway 99 center median improvement project. He imagined a sunny, 85 degree day, cruising into Edmonds from Shoreline at 35 mph and a gateway sign with jumping salmon that says welcome to Edmonds. A quarter mile down the road, the beauty of multicultural displays can be seen and emersion into Korean cultures with traditional art, a Chinese dragon and a smiling panda. A visitor could enjoy delicious multicultural foods such as Korean tofu and Chinese dim sum and after feeling satisfied and appreciated, would plan to bring their family and friends next time. Continuing on Highway 99, the driver sees lights decorated with Vietnamese straw hats, Mexican tissue paper art and as they leave Edmonds and enter Lynnwood, a sign saying thank you for visiting Edmonds. This project is a golden opportunity for the City to engage with Highway 99 minority groups. He thanked Councilmember Olson for joining him to distribute the Housing Commission surveys in Korean and Chinese at the supermarket.

Michelle Bache, Edmonds, asked the Council to consider passing a resolution opposing SB 6617 and HB 2570, forcing state mandated requirements for ADU and detached ADU allowances on every single family lot in Edmonds. If the Council supports local planning, control over redevelopment and zoning, and not the statewide universal urban density zoning requirements, this resolution will be a great public declaration. There is a precedence for this type of resolution; on October 15, 2019 the City Council voted unanimously to pass a resolution opposing I-976. These bills push for a state mandated change to the local ability to have a say in managing group in a way that benefits the unique environment, private property, safety, community and local topography as well as oppose density on a scale that would make Edmonds match King County with smaller lot sizes and 2-3 homes on every single family lot in Edmonds. According to SB 1677 and HB 2570, such homes can be built and do not count toward GMA growth projections. The GMA gives control,

planning and decision making to local jurisdictions and not to a centralized state urban mandate. The GMA also identifies a requirement for ongoing public participation with local control of numerous choices as a key element in the preparation of local Comprehensive Plans. These local considerations are missing from this proposed legislation. The height restrictions downtown could very well be the next local law to be mandated by the state, to be relaxed to support this urban density. The environmental impacts of this radical development could impact streams, shorelines and marsh. The bills are being promoted by Snohomish County and the state legislature and it is important for them to hear from the Council that the bills are not in the Edmonds' best interest. The Marko Lias sponsored bill, SB 1677, is out of the Senate and scheduled for second reading in the House today. She urged Mayor Nelson to consider instructing the City's state lobbyist to join neighboring cities who support defeating this bill.

6. APPROVAL OF CONSENT AGENDA ITEMS

COUNCILMEMBER PAINE MOVED, SECONDED BY COUNCILMEMBER L. JOHNSON, TO APPROVE THE CONSENT AGENDA.

COUNCILMEMBER BUCKSHNIS MOVED, SECONDED BY COUNCIL PRESIDENT FRALEY-MONILLAS, TO AMEND THE MOTION TO REMOVE ITEM 6.5, CONFIRMATION OF BOARD/COMMISSION CANDIDATE, FROM THE CONSENT AGENDA. AMENDMENT CARRIED UNANIMOUSLY.

MAIN MOTION AS AMENDED CARRIED UNANIMOUSLY. The agenda items approved are as follows:

- 1. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES OF FEBRUARY 25, 2020**
- 2. APPROVAL OF COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020**
- 3. APPROVAL OF CLAIM CHECKS, WIRE PAYMENTS AND PAYROLL CHECKS**
- 4. FIELD ARBORIST JOB DESCRIPTION**
- 6. LEVEL 3 COMMUNICATIONS LLC FRANCHISE ORDINANCE**

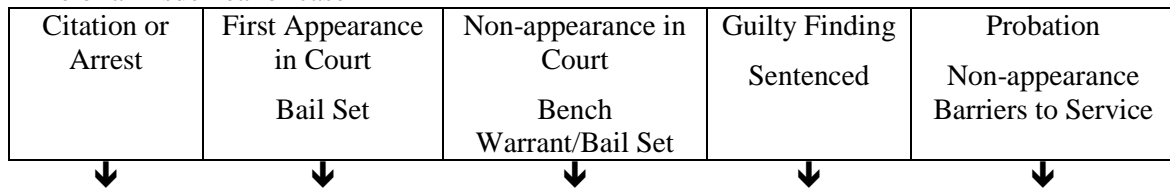
7. PRESENTATIONS

1. 2019 PUBLIC DEFENDER'S OFFICE ANNUAL REPORT

Kathleen Kyle, Executive Director, Snohomish County Public Defender Association (SCPDA):

- Introduction to public defense
 - Right to counsel when facing loss of liberty is a fundamental constitutional right
 - Sixth amendment to the US Constitution
 - Article I, section 22 of the Washington Constitution
 - "Of all the rights that an accused person has, the right to be represented by counsel is by far the most pervasive for it affects his ability to assert any other rights he may have."
United States v. Cronin, 466 U.S. 648, 654 (1984)
- Guidelines for Effective Representation
 - Washington State Bar Association (WSBA) Indigent Defense Standards
 - WSBA Performance Guidelines for Criminal Defense Representation
 - Rules of Professional Conduct
 - *Wilbur et. Al. v. City of Mount Vernon and City of Burlington*
 - Revised Code of Washington (RCW) and case law
 - American Bar Association Ten Principles of Public Defense

- SCPDA Guidelines for quality representation
 - Supervisor Support and Coaching
 - Introduced Christine Olson, Supervisor
 - Complaint investigation and resolution
 - Performance standards and monitoring
 - Professional goals
- What's a misdemeanor?
 - Subject to jail
 - Simple misdemeanor
 - Maximum of 90 days jail and \$1000 fine
 - Gross misdemeanor
 - Maximum of 364 days jail and \$5000 fine
- Life of a misdemeanor case



Jail at any stage

- What is the impact of jail?
 - Inefficient spending: It costs taxpayer dollars to enforce, prosecute, and defend people charged with misdemeanors.
 - Increased unemployment: People we want to be employed cannot get to work and cannot stay employed.
 - Leads to housing instability: Discrimination against people with criminal records in housing applications
 - Suspends medical insurance: Local governments pay the costs of medical care during incarceration instead of insurance companies. People who need medical care do not have insurance when released from jail.
 - Does not increase safety: The consequence of jail does not distinguish between petty offenses and serious misdemeanor offenses.
- Who do public defenders represent?
 - The poor
 - Homeless
 - Veterans
 - Mentally ill
 - Immigrants
 - People of color
- Who else works with the same group, or subgroup, of people?
 - Churches
 - Service organizations
 - YWCA
 - Job support, e.g. Goodwill
 - Food banks
 - Local medical, mental health, and chemical dependency services
 - Public programs
- Right hand vs. left hand – helping vs. pushing down
- Edmonds Attorneys
 - Colin Patrick
 - Nikita Parekh

- SCPDA administrative professionals
 - Reception
 - Daily jail visits
 - Create client file
 - Schedule client appointments
 - Legal assistants
 - Investigators (9)
 - Social Workers (3)
 - Shared story of social worker advocating for a client
- Goals:
 - Providing effective assistant of counsel....
 - Report on workload
- Complying with WSBA Indigent Defense Standards
 - Monitor caseloads
 - Access to additional professional services: investigator, social worker, immigration consultant, interpreters
 - Diligence in meeting with clients in a confidential setting, reviewing discovery, researching legal issues
 - On-going continuing legal education
- Lifelong learners
 - 29 SCPDA inhouse CLEs
 - Numerous national and regional trainings
- Award winning representation
 - 2019 Award winners
 - Sonja Hardenbrook
 - Will Gelvick and Whitney Rivera
 - Neal Friedman
 - Bill Jaquette
- Community Involvement
 - Board members on the following organizations: Cocoon House, Disability Rights Washington, Legal Foundation of Washington, Snohomish County Legal Services, Washington Defender Association, Washington Association of Criminal Defense Attorneys
 - Associate Faculty at Edmonds Community College, Adjunct Professor at US Law School and Guest Lecturers at UW
 - WSBA Council on Public Defense
 - Juvenile Court Cultural Advisory Committee
 - Snohomish County Corrections Advisory Committee
 - Criminal Justice Stakeholder Committees: Edmonds Municipal Court, Snohomish County Law & Justice, and Snohomish County Superior Court
 - Blessing Bags for people releasing from jail (funded via donation from local bank)
 - SCPDA Book Drive
 - Books donated to people in jail at Snohomish County Corrections
 - Councilmembers are encouraged to tour the jail
- Trauma-Responsive (employees and clientele)
 - Safety
 - Trustworthiness & Transparency
 - Peer Support
 - Collaboration & Mutuality
 - Empower & Choice
 - Cultural, Historical & Gender Issues
 - Identified Community Need

- Trauma-Responsive Treatment
- Developing future leaders
 - Leading millennials presentation by Alexys Michel
 - Dare to Lead by Brene Brown Group Discussion
 - Up Next: So You Want to Talk about Race, by Ijeoma Oluo
- 2020 Projects
 - Expanding diversity, inclusion and equity
 - More on developing future leaders
 - Improving writing
- Public Defenders Cases per year

2016	2017	2018	2019
904*	621	634	669

*includes cases transferred from former public defender

- Q1-4 2018 compared to Q1-4 2019

	2018	2019
Q1	154	170
Q2	158	172
Q3	158	160
Q4	173	167

- Top 6 categories per quarter in 2019 – these 6 categories make up 78% of the cases assigned for the year

	Theft	DWLS 3	PDP & Other Minor Misdemeanors	DUI	Domestic Violence	Criminal Trespass
Q1	34	36	21	20	13	11
Q2	31	37	20	19	12	6
Q3	28	38	20	23	10	10
Q4	23	57	19	14	14	8

- Serious Misdemeanors in 2019 by quarter

	Domestic Violence	DUI	Court Order Violations
Q1	13	20	4
Q2	12	19	7
Q3	10	23	6
Q4	14	14	10

- Graph of Combined distribution of offense types 2018-2019
 - DWLS 3rd Degree
 - Theft
 - Misdemeanors Unlisted
 - DUI
 - Domestic violence
 - Criminal Trespass
 - Court Order Violation
 - DWLS 1st and 2nd
 - Simple Traffic
 - Obstruct public servant
 - Assault (not DV)
 - Reckless Driving
 - Hit and Run
 - Alcohol related offenses

- Malicious Mischief
- Harassment
- Distribution of Offense Types 2018 – 2019

Offense Type	2018	2019
Driving Charges	43%	46%
Property Charges	27%	18%
Crimes Against Person	10%	16%
Drug and/or Alcohol as an element of Crime	14%	10%
Others	5%	11%

- Example of Cloudfare Dashboard (pie chart)
 - Count of File Name by Offense Type – All Time – Edmonds
 - Illustrates Theft, DWLS 3 and Possession of Drug Paraphernalia make up more than 50% of cases

Councilmember Paine was glad SCPDA was doing trauma work for its staff and clientele. She asked what it would take to develop a DWLS3 relicensing program. Ms. Kyle said probably all that would be required would be a part-time attorney working with clients. She explained when people have a license suspended, it is generally due to unpaid tickets. The lawyer could contact the courts to ask for them to be removed from collections and a payment schedule established which would lift the hold on the license and allow the person to get relicensed even which they are determining the payment schedule which in turn allows people better access to employment and transportation which hopefully improves their ability to pay. It would be great if Washington had a consolidated process, currently people have to go to each court.

Councilmember Paine commented collections are also not consolidated. Ms. Kyle said people in Edmonds with DWLS owe a lot of money; there are plans for a legal financial obligation reconsideration day this spring which has been done in Pierce and Kitsap counties, a day where people can come in, have remission on a lot of their legal/financial obligations including the district court which she was hopeful would allow some people to get relicensed.

Councilmember Paine asked if Snohomish County had any other programs; for example, Seattle had a program where people could do volunteer work for qualified non-profits for forgiveness of infraction costs. Ms. Kyle answered NW Justice Project was doing a relicensing program but she was unsure if they still were. The City of Spokane and Spokane County partnered on a relicensing program. She recalled the NW Justice Project's former director expressed frustration that it depended on where people's infractions came from and some jurisdiction were easier to work with than others.

Council President Fraley-Monillas asked how many trials SCPDA had this year for Edmonds. Ms. Kyle answered there were six trials. Council President Fraley-Monillas observed there were a lot of thefts and asked where they were occurring. Ms. Kyle said most Theft 3 are from Safeway and WinCo. Her review of all the thefts in Edmonds in 2016 found 50% were from Safeway and 50% were alcohol related. Safeway has since taken some preventative measures and it may be interesting to review that again. A burglary can be committed at a retail store if the person had a trespass, comes back uninvited and commits a crime. It depends on how the law enforcement officer sees the crime or what the victim is requesting. SCPDA would also represent that person, but it would be in superior court. Council President Fraley-Monillas observed Safeway locks up their alcohol and WinCo has a separate staffed area for alcohol. Ms. Kyle anticipated alcohol theft has gone down, noting prevention goes a long way. Waiting until people leave store to ask what's in their pocket is not a good prevention program.

Councilmember Buckshnis commented she enjoyed reading the report but could not reconcile the numbers to the report. She observed the numbers are extremely consistent, 621 in 2017, 634 in 2018 and 669 in 2019, and asked if that was reality with police or were the crimes consistent. She asked for Ms. Kyle's PowerPoint.

Ms. Kyle said anecdotally the number of cases is based on enforcement. If the City hires more police officers, the City will see more crimes, not because there is more crime but there is a higher level of enforcement. Generally crime has been falling since the mid-1990s, but the population of Snohomish County is growing so there may be more events.

Councilmember Distelhorst inquired about the community court program and what could be done to support/increase that activity. Ms. Kyle answered community court can be a way to divert petty crimes. The way that Judge Coburn is doing community court is a different model; once a case is resolved and the person has been convicted and placed on probation, they are then ordered to do/not do certain things. The traditional model would bring them back to municipal court if they are not in compliance and to determine if there was a violation of the conditions of sentence and if so, was it willful. Judge Coburn's community court model, held at Swedish, also invites community providers to the same location. So if a person has not taken a class because they do not have transportation or money, that provider is present and people can sign up and another provider may provide a bus ticket to get to the class. The community court model is intended to help people comply with the court's order and ease barriers. In a typical community court, that is done pre-conviction and avoids all the collateral consequences of a criminal crime on a person's record and offering those services up front. Judge Coburn's community court is post-conviction so a much smaller group. It is also people who are on probation so petty offenses like DWLS 3, often they are not on probation and their cases are closed at judgment. She did not have data about the types of crimes that are heard at community court.

Student Rep Bauder referred to SCPDA's plans to expand diversity and inclusion and asked what that means, what it looks like and the reason. Ms. Kyle said she has talked to various consultants who do that type of work about conducting training on common definitions so everyone is speaking the same language and meeting with the leadership teams to ensure recruiting and hiring practices are done in a way that will increase diversity. Part of the theory of public defense is although they mirror the constituents of Snohomish County, they do not mirror the people they serve; they see a higher level of people of color and disenfranchisement and they would like to more welcoming by looking like the community they serve.

Ms. Kyle recalled uncomfortable conversations in Edmonds Municipal Court that illustrate the importance of this work; during a trial last week a female lawyer of color was told by a juror that he didn't like the way she was asking questions during jury selection and he didn't like the sound of her voice. SCPDA trains its lawyers when they get an uncomfortable answer to thank the person and then ask if anyone else feels the same way. She wondered if asking the lawyer to thank them was violating antidiscrimination laws although she felt that was the right strategy to ensure people did not feel shamed by their bias. There was also an uncomfortable exchange with the prosecutor's office where Ms. Parekh raised the fact that a case a few weeks ago ended in a certain resolution and in a similar case, the only difference was the client was a person of color, and could she get the same deal as the previous case. The prosecutor became defensive and felt she was calling him a racist. She concluded it was not only important that the public defender's office have the same common definitions, but that all the stakeholders do so there can be a conversation. Social science says if you can talk about it, you can reduce the impact of implicit bias.

2. PRESENTATION OF RECENT ACTIONS & ACTIVITIES OF THE MAYORS' CLIMATE PROTECTION COMMITTEE

Mayor's Climate Protection Committee Co-Chair Lisa Conley introduced Co-Chair Terese Richmond. Ms. Conley reviewed:

- Scientific consensus
 - Graph of temperature anomaly 1880-2020
 - Illustrates temperatures continue to trend upward with GHG

- Multiple studies published in peer-reviewed scientific journals show that 97% of climate scientists agree that climate warming trends over the past century are due to human activities
- The earth's climate is changing in response to increasing concentration of GHG according to the American Chemical Society
- Further information regarding the upward trend regarding GHG can be found at Climate.NASA.gov
- Edmonds Climate Leadership
 - 2005 – Former Mayor Gary Haakenson formed the Citizens Committee
 - 2006 – City Council formally expressed support for the Kyoto Protocol by Resolution No. 1129
 - Conduct an emissions inventory and forecast
 - Set an emissions reduction target
 - Develop an action plan to achieve the target
 - Implement a plan and periodically review progress
 - Update the plan
 - 2009 – Conducted 1st Green House Gas Inventory
 - 2010 – Developed Climate Action Plan (CAP)
 - 2017 – Former Mayor Earling signed the Mayors National Climate Action Agenda
 - 2018 – Taming Big Food Held to Raise Community Awareness
- 2019: Reducing GHG Emissions
 - GHG Emissions Inventory and Forecast
 - Hired consultants
 - Created tool to provide snapshots of the City's emissions
 - GHG Reduction Target
 - A majority of members agreed to strive to keep GHG below 1.5 degrees C
 - Encourage Citizens to be Part of the Solution
 - Prepared to Update Climate Action Plan

Co-Chair Terese Richmond expressed appreciation for the assistance of Steve Fisher and Cynthia Pruitt and the committee members who developed the 2010 plan and worked on its implementation. She recognized Councilmember Buckshnis, the past liaison, and welcomed Councilmember L. Johnson. Ms. Richmond reviewed:

- 2020 Focus
 - Update the 2010 Climate Action Plan
 - Encourage citizens to be part of the solution

Councilmember Buckshnis agreed something needed to be done and citizens need to help each other learn to do things better.

Councilmember K. Johnson assured the committee has the Council's support, noting four Councilmembers are serving or have served on the committee. She served as liaison in 2014 and she recognized Ms. Pruitt's active leadership. She thanked the committee for their hard work.

Councilmember L. Johnson thanked Ms. Conley and Ms. Richmond for co-chairing the committee. She was excited to join the team and looked forward to 2020 priorities especially encouraging citizens to be part of the solution and learning from the wealth of knowledge on the committee. The committee meets the first Thursday of the month at 8:45 a.m. in the Brackett Room in City Hall.

Councilmember Paine said she loves the work the committee is doing, especially data analysis. She thanked the committee for their work.

Ms. Conley commented an acquaintance is working on Mukilteo's plan and they are looking at Edmonds' plan and the leadership role Edmonds has taken in the community.

3. SENIOR CENTER LOAN REQUEST

Finance Committee Scott James introduced Gary Haakenson, Senior Center Board President; Chris Wolfe, Accounting Manager; Daniel Johnson, Campaign Director; and Farrell Fleming, Executive Director.

- The Loan Request
 - The Senior Center is requesting the City to help them to secure a \$2 million Line of Credit
- Background
 - The South County Senior Center (SCSC) was founded in 1967 and began offering programs at their present waterfront location
 - In 1971, the City became owner of the property and at the time, the City declared it would be the permanent home of the Senior Center
 - In 2011, SCSC changed its legal name to the Edmonds Senior Center
 - In 2013, the City developed the Strategic Action Plan that included the Senior Center Rehabilitation Objective
 - October 2017, the Edmonds Senior Center hosted the Waterfront Center Gala, kicking off the \$16.35 million community fundraising campaign to replace the 58 year old building
 - April 2019, the City and the Senior Center sign 40 lease agreement
 - July 2019, the Senior Center breaks ground on the new Edmonds Waterfront Center
 - Photographs of the center under construction
 - The new Edmonds Waterfront Center is scheduled to be completed in September
 - To date, the Senior Center has raised \$14,050,000
 - There is a \$2.3 million funding gap
 - The Senior Center continues to reach out to donors and apply for grants
 - The Edmonds Senior Center (ESC) is requesting the City of Edmonds to assist them in securing a loan of up to \$2 million for two reasons:
 - Washington State's \$4 million grant contingency (not released until can show funding commitment package)
 - Senior Center's donor pledges of \$1,037,000 are payable over 5 years

- Pro Forma: Revenues

Description	2021	2022	2023	2024	2025	2026	2027
Membership Dues & Prgrm Service Fees	\$180,000	\$185,400	\$190,963	\$196,692	\$202,593	\$208,670	\$214,929
Rental Income	350,100	360,603	371,421	382,564	394,041	405,862	418,038
Food Services Income	175,000	180,250	185,658	191,228	196,965	202,874	208,960
Building Usage Fee (City)	60,000	61,800	63,654	65,564	67,531	69,557	71,644
Thrift Store	225,000	231,750	238,703	245,864	253,240	260,837	268,662
Public Support Government Fees & Grants Contributions, Gifts & Grants Fundraising	160,000	164,800	169,744	174,836	180,081	185,483	191,047
	180,000	185,400	190,962	196,691	202,592	208,670	214,930
	180,000	185,400	190,962	196,691	202,592	208,670	214,930
Total Revenue	\$1,510,100	\$1,555,403	\$1,602,067	\$1,650,130	\$1,699,635	\$1,750,623	\$1,803,140

- Membership & Programs
 - Membership: Over last found years, membership has varied between 2,000 to 1,400 today
 - Annually, the Center has served 3,000 to 4,000 people
 - The services provided by the Center include:

- Subsidized lunch program – serving up to 500 seniors with 10,000 meals annually at a suggested donation of \$3.00
- Day Trips – 50 annual trips serving 300 participants
- Health & Wellness Programs: Bastyr University Natural Medicine Clinic, free dental van services, and Nurse managed foot care
- Music: Sound Singers with over 30 performances annually
- Annual Healthy Living Fair with 600 attendees

■ Rental Income Projections

Description	Total Dates	Total Rentals	Rental %	Rental Rate	Gross Potential	Gross Estimate
Peak Season						
Saturday Base Rate	20	20	100	\$4,500	\$90,000	\$90,000
Sunday Base Rate	20	12	75	2,500	50,000	30,000
Sunday Non-Profit Rate		3		2,000		6,000
Friday Base Rate	20	10	60	1,500	30,000	15,000
Friday Non-Profit Rate		2		1,200		2,400
Off Season						
Saturday Base Rate	30	24	80	3,500	105,000	84,000
Sunday Base Rate	30	12	60	2,500	75,000	30,000
Sunday Non-Profit Rate		6		2,00		12,000
Friday Base Rate	30	9	50	1,500	45,000	13,500
Friday Non-Profit Rate		6		1,200		7,200
Peak Season Total	60	47	78.3		170,000	143,400
Off Season Total	90	57	63.3		225,000	146,700
Other Rentals*					Unknown	60,000
Grand Total	150	104	69.3		\$395,000	\$350,100

■ Food Services Income & Building Usage Fee

- Food Services Income is a new source of revenue
- Senior Center is in negotiations with Feedme Hospitality and Restaurant Group for catering services
- Building Usage Fee represents City's estimated fees from Recreation programs booked at the new Waterfront Center

■ Thrift Store Income

- Graph January – December 2018-2020

Year	Thrift Store Sales
2012	\$138,675
2013	\$155,611
2014	\$144,241
2015	\$155,738
2016	\$157,679
2017	\$149,314
2018	\$159,358
2019	\$174,208
2020*	\$225,000
2021*	\$225,000
2022*	\$231,750
2023*	\$238,703
2024*	\$245,864
2025*	\$253,240

■ Public Support

- Government Fees & Grants
 - City of Edmonds - \$75,000/year

- Snohomish County - \$75,000/year
 - Contributions \$154,500 over last 4 years
 - Fundraising in 2015
- Pro Forma 2021 Expense
 - 2018 Operating Expense (Actuals) 2021 Operating Expenses (Projected)

Description	2018 Actuals	2021 Projected	Increase (Decrease)	% Change
FTEs	7.33	10.2	2.87	39.15
<u>Expenses</u>				
<u>Wages & Benefits</u>				
Wages & Salaries	\$403,826	572,528	168,701	41.78
Payroll Taxes	34,240	52,229	17,989	52.54
Medical Benefits	22,388	65,760	43,372	193.73
Total Wages & Benefits	\$460,455	\$690,517	\$230,062	49.96
<u>Supplies & Equip</u>				
Office & Operating Supplies	40,289	54,000	13,711	34.03
Small Tools & Minor Equip	1,657	6,000	4,343	262.10
Total Supplies & Equip	41,945	60,000	18,054	43.04
<u>Services & Other Costs</u>				
Professional Services	36,896	45,000	8,104	21.96
Communications	15,267	18,000	2,733	17.90
Travel	1,467	3,000	1,533	104.50
Advertising	1,449	12,000	10,551	728.16
Operating Rentals & Leases	4,153	90,000	85,847	2067.11
Insurance	24,528	75,000	50,472	205.77
Utility Services	36,598	54,000	17,402	47.55
Repairs & Maintenance	24,313	45,000	20,687	85.09
Miscellaneous				
Program Activity – trips, recogn, etc.	14,898	30,000	15,102	101.37
Printing/Public Information	16,823	30,000	13,177	78.33
Taxes & Other Misc Expenses	32,844	650,000	27,156	82.68
Total Services & Other Costs	209,236	\$462,000	\$252,764	120.80
Total Expenses	\$711,637	\$1,12,517	\$500,880	70.38

- Pro Forma - Net Returns from operations

Description	2021 Year 1	2022 Year 2	2023 Year 3	2024 Year 4	2025 Year 5	2026 Year 6	2027 Year 7
Net Return from Operations	\$297,583	\$393,210	\$405,006	\$417,157	\$429,674	\$442,564	\$455,840
Pledges Receivable	178,371	147,971	146,971	103,571	100,000	--	--
Fundraising (Capital Retirement)	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Debt Service (Bank)	(345,714)	(337,143)	(328,571)	(320,000)	(311,428)	(302,857)	(294,287)
Debt Service (Other)	(53,904)	(53,904)	(53,904)	(53,904)	(53,904)	--	--
Capital Reserves	--	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)
Net Return	\$196,336	\$210,134	\$229,502	\$206,824	\$224,342	\$199,707	\$221,553

- Loan Request
 - The Senior Center is requesting the City to help them to secure a \$2 million Line of Credit
 - This proposal would have the Senior Center obtaining a loan from a bank, and
 - The City would guarantee the loan by depositing \$2 million into a certificate of deposit at the loaning bank
 - Initially, the Senior Center loan will start as Line of Credit

- The Line of Credit converts to a seven-year loan on November 1st this year
- Three Banks Submitted Term Sheets

Financial Institution	Investment Rate	Loan Rate	Loan Fees	Other Fees	Other
First Financial NW Bank	Start at 1.68%	CD + 2%	\$10,000	\$1,500	Move all banking activity to FFNW
Cashmere Bank	5 bps above LGIP	Floating, start at 4.75%		\$1,000	Federally Taxable, no prepayment penalty
WaFd Bank Option A	2%	3.12%	\$50k/year	\$5,000	For all three options: Prepayment fee that will cover bank's loss incurred from prepayment
WaFd Bank Option B	1%	3.12%	\$25k/year	\$5,000	
WaFd Bank Option C	0%	3.12%	\$5k/year	\$5,000	

- Pros and Cons of Bank Proposals
 - Bank 1: First Financial Northwest Bank
 - Pros:
 - Overall, most beneficial to City & Senior Center
 - Most competitive loan rate = CD rate + 2%
 - City receives competitive interest rate on CD
 - Cons:
 - Loan fees/cost = \$11,500
 - Bank 2: Cashmere Valley Bank
 - Pros:
 - City receives competitive interest rate on CD
 - Lowest loan fee = \$1,000
 - Cons:
 - Loan rate is floating rate and tied to Wall Street Journal Prime Rate that is currently at 4.75%
 - Bank 3: WaFd Bank
 - Pros:
 - Bank offered three options
 - Option 1 pays City highest CD interest rate at 2%
 - Loan rate fixed at 3.12% for all 3 options
 - Cons:
 - Loan fees are high, Option 1 = \$50,000/year
 - Loan fees for option 2 = \$25,000/year & 1\$ for CD
 - Loan fees for option 3 = \$5,000/year & 0% for CD

City Attorney Jeff Taraday apologized the Amendment to Ground Lease was not included in the Council packet, but even if it had been, it has been modified since the packet was prepared. He explained ordinarily a topic would not be introduced without information in the packet, but this is a time sensitive matter particularly from the Senior Center's perspective. He relayed his understanding that the Senior Center would like the Council to move forward with approval of the amendment as fast as possible. No action was expected tonight, but to hopefully take action at the March 17th meeting, it was necessary to present a draft to the Council for review.

Mr. Taraday provided big picture context for the direction given to him, prepare a document that would build on the other documents that will need to be created such as a promissory note between the Senior Center and the bank and a three-party guarantee between the City, the bank and the Senior Center separate. This document is a two-party agreement between the City and the Senior Center amending the Ground Lease. One of the overarching goals was to try to ensure this did not become a loan. The City would be signing onto a guarantee with the hope it does not become a loan and hoping the City's \$2M CD comes back to the City. He explained a lot of the terms are designed to frankly create as much motivation for the

Senior Center's possible donor pool to be as generous as possible so that when the Senior Center's loan matures, they can have it fully paid back and the City can be removed from the guarantee. If some of the terms seem "harsh," they are designed to motivate additional donations.

Mr. Taraday explained this is his latest working draft and is not a draft that the parties have agreed to. Although he and the Senior Center representatives have been working very cooperatively, the Senior Center has major concerns with some of the language in document. The Senior Center Board is not prepared to approve the proposed agreement and further negotiations is likely.

Mr. Taraday reviewed the Amendment to Ground Lease. He referred to Section 2.1 Initial Term, explaining that is being modified to clarify that the 40 year term of the lease has the potential to be amended. He referred to Section 2 Extension of Lease Term, explaining the ground lease provides a 15 year option for the Senior Center to extend. The added language makes it clear that the letter of credit must have been fully paid off for there to be any eligibility for an extension. He referred to Section 2.3 Shortening of Lease Term, explaining this is a key provision of the guarantee format. The language was drafted with the intent of motivating as many future donors and pledges as possible to ensure there was not a perception that there was no consequence for the Senior Center not paying back the loan. For every \$100, 000 of the City's guarantee payment (any portion of the \$2M CD that is paid to bank to substitute for money that should have come from Senior Center), the lease term is shorted by a year. He reviewed two of the five examples in the document:

- Example #2. If the City's Guarantee Payment equals exactly One Million Two Hundred Thousand and One Dollars (\$1,200,001), on the Maturity Date, and no Guarantee Payments are made before the Maturity Date, then the Lease Term shall be shortened by thirteen years.
- Example #5. If the City's Guarantee Payment equals exactly One Million Two Hundred Thousand and One Dollars (\$1,200,001), on the Maturity Date, and the City also had to make three Ten Thousand Dollar payments during the term of the Letter of Credit, then the Lease Term shall be shorted by thirteen years (in this case the three Ten Thousand Dollar payments shall be combined in the same fraction of \$100,000 as the One Dollar over the \$1,200,000).

Mr. Taraday referred to Section 2.4 Regardless of the amount or number of the Guarantee Payments made..., explaining the intent is to ensure, regardless of how many years are shaved off the lease, hopefully zero, that the Senior Center's relationship with the State of Washington is not jeopardized. In the grant security documents, the Senior Center has a leasehold deed of trust with the State of Washington which requires the Senior Center to operate its program on the site for at least 10 years and if not, the grant money may need to be paid back.

Councilmember Buckshnis commented the document is very convoluted and could be simpler. She has been on the Senior Center Board for a long time and as well as on the finance committee. She said Section 2.3 is too complicated and she believed the Senior Center would pay back the money. Rather than having five examples, she suggested a statement that the lease could be terminated if the City is not paid. She acknowledged this section was very innovative but she preferred something simpler without listing examples. She believed the pro forma would be realized and the loan would be repaid. Mr. Taraday agreed theoretically the examples could be deleted, they are not absolutely critical to the document. He finds when drafting language that is potentially ambiguous, examples provides clarity. Councilmember Buckshnis preferred a simpler document with a statement like if the loan is not paid off in seven years, the City will address whatever needs to be addressed. Mr. Taraday said that was an option the Council could direct him to pursue, but there is concern about viability under the terms of the State grant.

Mr. Taraday said the Council ultimately controls the terms of the document. He wanted the Council to have insight into the issues being considered when drafting the document. One of the concerns was what if the Senior Center is short by \$100,000, would the Council want to do something so harsh as to terminate the

40 year ground lease. That is why it was drafted with a structure that could go up or down; trying to find a way to address every shade of gray. Councilmember Buckshnis said that was not done with the Public Facilities District (PFD) and she questioned why the Senior Center was being treated differently. Mr. Taraday said he was not involved with PFD agreement but there were significant differences such as the PFD does not have an open ended capital campaign. Councilmember Buckshnis commented the PFD has had financial issues for a long time.

Council President Fraley-Monillas raised a point of order, stating the discussion was getting off the issue. Mayor Nelson accepted her point of order. Mr. Taraday said at the end of the day, he will do whatever the Council directs him to do.

Councilmember Olson referred to the \$100,000 amount and asked whether that was an actual value of the use of the property or was it an arbitrary amount. She did not want it to be a punitive amount in excess of the value to the City. Mr. Taraday said that was difficult to answer because the City does not get rent from the Senior Center under the ground lease which makes it difficult to place a market value on what fair market value of the ground lease would be if the City were ground leasing to a for-profit entity. From the beginning, this was viewed as a partnership and figuring out fair market value of the dirt was not done. Councilmember Olson hoped the Council did not lose sight of it being a partnership. She wanted to ensure whatever number was assigned to the lease decrease was reasonable. She liked the proposed approach because it was tied to the volume of deficit if there is one, but she was concerned the dollar amount might be high and therefore punitive which she preferred not to do in view of the partnership.

Councilmember Paine referred to paragraph 2.4 and asked the start date of the State grant. Mr. Taraday answered as soon as the Senior Center gets the \$2M. Councilmember Paine asked if was when the Senior Center received certificate of occupancy. Mr. Taraday answered no, the Senior Center needs the State grant to complete construction. Councilmember Paine asked if the guarantee was for 10 years of operations after the opening. Mr. Fleming answered yes. Councilmember Paine posed the question, what if everything goes upside down, is there any opportunity for a successor organization to negotiate the grant with the State. Is the State grant strictly with the Senior Center or can it be renegotiated by a successor organization? Mr. Taraday clarified her question was in the event the Senior Center failed to operate for 10 years. Mr. Johnson said as long as the building is used for the same purpose for which the grant was issued. The grant is through the Department of Commerce; there are strict conditions that must be met and there is no negotiating.

Council President Fraley-Monillas commented she viewed this a good faith type issue. The assumption is the Senior Center will pay this, but she was concerned if there was a decline in the economy, \$2M was a lot of money to tie up. She asked if the assumption was the Senior Center would pay back the \$2M. Mr. Taraday said if he knew for sure they would pay, he would not need to draft all these provisions. He was confident the Senior Center would make the best effort to follow through on their capital campaign and he personally confident they would succeed. He was trying to put the City in the best possible position. His starting point was to assume the City was willing to act as a grantor for \$2M, because if not, this agreement was unnecessary. So the issue then is how to draft the document to create conditions to make it as likely as possible that the \$2M will be paid back; that is what the proposed terms are intended to do.

Council President Fraley-Monillas said her interest is to protect the City but she also serves on the Senior Center Board, but recused herself when this issue arose. The Council's goal is first to protect the City. She believed the Senior Center will pay back the \$2M so did not have an issue with shortening the lease term and if the Senior Center intended to pay the City back, they should be okay with that provision. She did not object to having some consequence if the funds are not paid back. It is ultimately the City's land and the taxpayers' money.

Mr. Haakenson said these clauses were not in previous drafts. In the previous document, for a \$2M line of credit, if the Senior Center “borrowed” \$100,000, the lease would be reduced from 40 years to 39 years. Mr. Taraday clarified it was not how much was borrowed from the bank but how much the City needed to act as guarantor of missed payments. If the Senior Center borrow \$2M and pays it all off, there is no reduction in the lease term. It is only the City’s payments as guarantor that shave time off the lease term. Mr. James clarified at the end of seven years, if the City had to pay \$100,000 of the Senior Center’s loan, the lease would be reduced by one year. Mr. Haakenson clarified if the Senior Center makes the \$100,000 payment, this clause does not go into effect. Mr. Taraday answered that is correct.

Mr. Taraday referred to the amendments in paragraph 1.2 Allowed Use of the Property by the Senior Center, explaining some of the provisions are not as connected to the actual guarantee arrangement as they are things that the Parks Department needed clarified in the ground lease and likely would be in a future operating agreement. The City has leverage now because it is about to guarantee a \$2M loan; if there is anything about the original ground lease that needs to be clarified in the City’s favor, now is the time to ask for clarification. He acknowledged the Senior Center has a lot of concern with the provisions in this section.

Mr. Taraday referred to paragraph 1.2.1.1, explaining language was added to this section that clarifies that the Senior Center is authorized to enter into an agreement with a third party caterer to pursue the revenue. There was always reference in the document to revenue generating activities, but an exclusive catering agreement that the Senior Center is working on had not been contemplated. He referred to “SUBJECT TO THE FOLLOWING PROVISIONS” 1.2.1.1.a – h which address the catering agreement. When the ground lease began, the City knew it had the right to use the building during certain times and those times were completely free of any obligation to pay food minimums to a caterer, etc. When the subject of the catering agreement arose, there was concern with how it would affect the City’s use of the property, use of the building as a community center, etc. Now is the time to clarify that because, 1) the City has leverage, and 2) the Senior Center is about to enter into an agreement with the caterer.

Mr. Taraday explained the paragraphs in 1.2.1.1:

- a. Asks that the City have an opportunity to comment on the agreement
- b. The catering agreement does not extend beyond five years and any extension subject to City Council approval
- c. Regardless of the day, time, or number of attendees, the caterer’s exclusivity rights on the second floor of the Edmonds Waterfront Center shall be limited to precluding on-site catering served by another professional caterer.

Mr. Taraday explained there are several paragraphs that address how food service will work on the first floor and several other paragraphs that address how food service will work on the second floor. After meeting with the caterer today, there are good reasons to separate those. The caterer will have a health permit for the entire first floor and wants to ensure he has some control. The second floor has always been conceived of as the community center portion of the building. The language in paragraphs c, d, e address ensuring the second floor of the building is able to function as a community center without being burdened by any catering operations. On the second floor, if someone uses a caterer to serve food, the on-site caterer gets that business. There are several exclusions for things like sack lunches, potlucks, boxed lunches, or an off-site caterer providing a self-serve buffet. None of those exclusions would be allowed on the first floor.

Mr. Taraday explained paragraph f, g and h address the caterer’s rights on the first floor which are much stronger than the second floor. Essentially, with few exceptions, any food or beverage consumed on the first floor is subject to and will be provided by the caterer that the Senior Center contracts with. The exceptions to that are if an event takes place during the City’s hours (Monday – Thursday, 4 p.m. to close) in the main banquet room of the first floor such as a community meeting or open house regarding a public project that would generally not have food service, there is no requirement that food service be provided.

Paragraph g was intended to include a coffee and cookies exception. Paragraph h contains two exceptions for special events that would occur in the banquet space during times that the City would not ordinarily have access, 1) Daddy Daughter Dance (cupcake and juice exception), and 2) pancake breakfast (the City's annual holiday breakfast for city employees). He said because the caterer does not want anyone in the first floor kitchen space, that breakfast would be prepared and served by the caterer and there may be some cost associated with it.

Mr. Taraday referred to paragraph 1.2.2 Allowed Uses of the Property by the City, noting there is some overlap between the allowed uses and catering. These paragraphs define the City and the Senior Center hours, the City's hours are Monday – Thursday, 4 p.m. to close and everything else is Senior Center hours with a couple exceptions. The Senior Center has strong objection to the language related to rental of the facility during the City's hours and candidly that was not been discussed during the initial drafting of the ground lease; the ground lease is completely silent regarding whether the City's hours can be rented.

Mr. Taraday referred to paragraph 1.2.2.1 related to exceptions to the Senior Center's hours, times that the City gets to use the building that would ordinarily be Senior Center times: a) lockable exclusive use storage space to facilitate the City's use of the site, b) one of the second floor classrooms during the summertime and other weekdays when Edmonds School District is not in session, c) Daddy Daughter Dance, and d) annual holiday breakfast.

Mr. Taraday referred to paragraph 1.2.3, explaining the original agreement addressed allocating expenses for use of the building; additional language has been added to address the concern that the document was very open-ended.

Councilmember K. Johnson asked if the City would have access to the Waterfront Center for a retreat or a climate conference that is not during the Monday – Thursday, 4 p.m. to close time. Mr. Taraday referred to existing language in paragraph 1.2.2 about scheduling, "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." Mr. Taraday said it was likely the events Councilmember K. Johnson referred to would occur on the second floor of the building especially if were on the weekend. Those hours would be accomplished via this trading process that is outlined in paragraph 1.2.2.

Councilmember K. Johnson envisioned something like an arts summit or a climate summit and asked if space for that could be negotiated or did it need to be done at the quarterly meeting. Mr. Taraday said if the City is the organizer, it may depend on the number of rooms the City would need, etc. Councilmember K. Johnson said it would be nice to have language that would provide flexibility. Mr. Taraday said there is a fair amount of flexibility in identifying the City's and the Senior Center's priority hours and the parties can program the space as they wish during those priorities hours. Both parties will have leftover hours and it would be via the swapping of those hours that events like that would be scheduled. Councilmember K. Johnson said determining that on a quarterly basis may not provide enough flexibility. Mr. Taraday said the agreement states at least quarterly; he will take direction from the Council regarding any revisions.

For people who have not been involved in discussion about the lunch service, Councilmember Olson recognized it is a very big give on the part of the caterer to provide lunches for \$3; that is highly subsidized and it is only via the profit on other events that the caterer can afford to do that.

Council President Fraley-Monillas referred to paragraph 1.2.1.1, and asked if the City has ever used a caterer. Mr. James answered the City seldom uses catering; he recalled food service for the Mayor's going

away event at the ECA and the annual volunteer recognition. Council President Fraley-Monillas commented a caterer was not used for the volunteer recognition, it was purchased at Costco, and Council retreats usually include boxed lunches.

Councilmember Buckshnis referred to paragraph 1.2.1.1.a related to the City having input into the catering agreement. She suggested paragraphs b-h should be subsections of 1.2.1.1.a. Mr. Taraday said subsection a was drafted before the other sections and it may not be as necessary as it once was. He included that paragraph to account for the possibility that the City would have an opportunity to review the catering agreement. Councilmember Buckshnis recalled the finance committee held several meetings to discuss the Waterfront Center pro forma. The catering component was the lynch pin for it being a profitable project. She agreed the \$3 lunches were part of the catering exclusivity. She reiterated the agreement was very complicated.

Councilmember Olson as if the Senior Center objected to paragraph 1.2.2.1.b summertime and other weekdays when Edmonds School District is not open. Mr. Fleming said the difficulty is if the room is programmed and suddenly the School District is closed. The Senior Center would like to enter into an operating agreement with the City to make that a possibility. In general, the Senior Center wants to be supportive of all sorts of civic functions, but doing it via an amendment to the ground lease seems like the wrong place and needlessly complicates the ground lease. Everyone, including the caterer, will learn an enormous amount in the first 15 months and including that in the ground lease makes it difficult to modify.

With regard to the funding request, Mr. Fleming said none of it becomes a loan until after 2027. If the Senior Center has not paid the City back years before then, there will be a fundamental failure with the economy or something which is why they do not object to that provision. This has been a partnership since the beginning and he hoped that would continue. Mr. Taraday clarified the reason paragraph 1.2.2.1.b was phrased as “is not scheduled to be in session” is to not allow on-the-fly changes. The intent was looking at the school calendar in advance and determining which days they would not be in session. Councilmember Olson said that caught her attention because the priority is for Senior Center programs. There are other properties in the City that could be used on those days.

Councilmember L. Johnson referred to the anticipated increase in the number of memberships and asked if the cost of membership would also increase. Mr. Fleming answered Edmonds is the lowest Senior Center in Snohomish County by far, others have increased dramatically. Edmonds Senior Center, like others, always make exceptions for low income seniors, some of whom are living only on social security. They either receive free membership or whatever they can manage. The cost of membership is likely to increase; the membership committee is meeting next month to begin that discussion. He anticipated the cost of membership would increase in 2021, but there may be classes of membership, etc.

Councilmember L. Johnson asked if the \$3 subsidized lunches will continue. Mr. Fleming answered it is currently a \$3 suggested donation; the average is \$1.78 which makes Edmonds the highest Senior Center of any in Snohomish County. He assured Edmonds Senior Center wants to keep that flavor.

Councilmember Paine Section referred to paragraph 1.2.1.1.a, and suggested the City have an opportunity to review the catering agreement when the Senior Center reaches an agreement.

Council President Fraley-Monillas said she likes establishing clarity now. This is not just a senior center but also a community center so there has to be give and take. She agreed it was wordy in some places, perhaps the number of examples could be reduced as that makes it difficult to follow.

Councilmember K. Johnson referred to Mr. Fleming’s comment that many of these issues would be addressed in an operating lease and having them in a ground lease is counterproductive. An operating

agreement may be revisited continually but the ground lease should not be revisited as long as the terms are met. She asked if consideration had been given to a separate operating agreement and ground lease. Mr. Taraday said that was discussed and he agreed some of the topics could have been deferred to an operating agreement. As the City considers providing a \$2M guarantee, it would be appropriate to ask for some things that were not addressed in the original ground lease.

Deputy Parks & Recreation Director Shannon Burley said the City and the Senior Center share the same goal to collectively serve as many citizens as possible. The Frances Anderson Center is completely full from a programming perspective so trying to get as much usage as possible from the Waterfront Center is how she viewed this process. The Senior Center has lower usage in the summertime so it was likely there could be an opportunity to identify a classroom which would provide a significant opportunity for the Parks Department to serve youth. The hours Monday – Friday 4-8 p.m. will serve an older population in addition to the senior population. However, the availability of a classroom on the busiest days, non-school days such as President Day, would allow scheduling of additional classes. That concept was the result of a collaborative conversation and days could likely be agreed upon in an exchange, but this document provides an opportunity to clarify points. With regard to the operating agreement, she believed there will be an operating agreement that will address the finer details. Clarifying large topics such as fees, scheduling, impacts of a catering agreement, etc. could dramatically limit the City's ability to offer those services to youth so it is prudent to address them in the ground lease.

Councilmember L. Johnson referred to paragraph 1.2.1.1.a “the City shall be given the opportunity to provide input on the catering agreement before the terms are finalized,” and asked what that means and how much say does the City have. Mr. Taraday answered because there were so many unknowns about the catering agreement, he foresaw nightmare scenarios where the catering agreement conflicted with the City's rights to use the property. Although he has still not seen a draft of the catering agreement, he had a very productive meeting with the caterer today and feels better now about what the caterer wants to accomplish. Ultimately he wanted to review the catering agreement before it is executed and provide any concerns to the Senior Center. He was not necessarily planning to bring it to the City Council due to the tight timeframe. Councilmember L. Johnson clarified the City would have a say prior to the Senior Center executing the catering agreement. Mr. Taraday said he contemplated that he would review the agreement, circulate it for staff and get back to the Senior Center with comments. The City is not a party to the agreement and could not force changes via paragraph 1.2.1.1.a.

Mayor Nelson declared a brief recess.

Councilmember K. Johnson invited Mr. Fleming to comment. Mr. Fleming explained the Senior Center has raised \$14M, the total cost of the project is \$16.3M and some of the funds raised will be collected over a five year period so some financing is needed to carry that over. The State grant will not be released until the State has assurance that the Senior Center has the full amount, which is less than \$16.3M because the State does not allow inclusion of the fundraising costs. Usually when a non-profit undertakes a capital project, they have a basic form of collateral that banks recognize as valuable, the land. In talking with banks about financing, that fundamental collateral was lacking. The Senior Center is hoping they use very little of the line of credit but the State needs assurance that all the funds have been secured via cash, pledges, or financing before they will release the \$4M and the Senior Center can continue with construction. He reiterated if the Senior Center cannot pay the amount back in seven years, something awful has happened that everyone is coping with. The City owns the land as a result of work done by the City and the Senior Center 50 years ago; the Senior Center secured a \$350,000 grant and the City provided a 25% local match. There has been a long process of give and take with the goal of benefitting seniors and the community.

Council President Fraley-Monillas asked whether the rates were fixed. Mr. James answered yes. The term sheets are not binding documents, they are provided primarily for discussion. If the Council approves the

use of a bank, the City will go back to the bank for the legal documents. Council President Fraley-Monillas asked if the interest rates were fixed for the life of the loan. Mr. James answered there is only one fixed interest rate, WaFd is fixed at 3.12% for all three options; the others vary. FFNW is CD rate plus 2%. CD rates currently start at 1.68%, a market CD rate varies and is likely to go down. The term sheet shows a competitive rate higher than 1.68% last week. Council President Fraley-Monillas asked if it would be a good idea to get a fixed rate so the Senior Center knows exactly what they have to repay and it does not fluctuate. Mr. James said he asked the banks to provide a fixed rate and none were willing to provide a fixed rate with the exception of WaFd's three options.

Council President Fraley-Monillas referred to thrift shop revenue and asked if that includes rent of the Westgate store and salary. Mr. Wolfe answered that is a gross figure; the rent and salary are shown in expenses. Based on revenue for February of \$20,000 annualized to \$240,000, the estimated revenue of \$225,000 is very conservative. The thrift store wants to expand their hours if they find seniors willing to volunteer in the evening. Council President Fraley-Monillas asked the rent amount and the cost of staff. Mr. Wolfe answered the rent is \$84,000/year and the cost of the staff is approximately \$30,000. Council President Fraley-Monillas asked if the additional FTE would include building engineer with experience in LEED. Mr. Wolfe said the intent is for the building superintendent to be knowledgeable of that technology.

Councilmember Paine asked about the pledge for the Veterans Counseling Center, recalling it was \$500,000. She asked if that was included in the \$1,037,000. Mr. Wolfe answered it is and it is reflected in the \$100,000/year payment of pledges over five years. Councilmember Paine asked if there were commitments for operating expenses for the future, if the Senior Center hoped to convert some of the capital campaign connections to operation funds. Mr. Johnson said their fundraising efforts are not just the one time gifts but lifetime supporters.

COUNCILMEMBER DISTELHORST MOVED, SECONDED BY COUNCILMEMBER OLSON, TO EXTEND THE MEETING UNTIL 10:30 P.M. MOTION CARRIED UNANIMOUSLY.

Mr. Johnson said the intent via engagement is to get people to feel like owners so they are happy to make a five year pledge for capital and then continue to be involved. It is one thing to have a small number of donors who move on, the Senior Center's strategy is to convert them to operating donors. The campaigns he's run in the past have been successful in doing that.

Councilmember Paine asked the fundraising costs for the last two years. Mr. Wolfe estimated \$200,000 for the capital and operating campaigns which includes costs associated with catering for fundraising events.

Councilmember Buckshnis asked how the language in the ground lease would be finalized. Mr. Taraday anticipated he would continue working with the Senior Center's representatives on proposed changes between now and the next full City Council meeting on March 17th. In the meantime, any direction the Council provides tonight or at a subsequent meeting will be incorporated into the next draft. He said it was conceivable there may be multiple drafts at the next City Council meeting. The Senior Center hopes the Council will take action on March 17th.

Councilmember Buckshnis asked if consideration had been given to an inter-local agreement and work on the ground lease later. She agreed some of the topics should be addressed in an operating agreement. Mr. Taraday said he was happy to take whatever direction the City Council provides. It does not matter what the document was called, what matters are the substantive terms. The Senior Center is not a government entity so an inter-local agreement would not be appropriate.

Councilmember Buckshnis thanked Mr. Wolfe for the footnotes in the pro forma. She said line 33 in the pro forma shows borrowing \$2M at 3% commercial rates to be repaid over 7 years or \$354,000/year. She

commented FFNW is the cheapest and they did the PFD's loan, Cashmere is out of consideration due to 5 floating basis points.

Councilmember Buckshnis referred to the pro forma rental income, rates, dates, etc. and asked how that was determined. Mr. Wolfe answered he prepared that and JGL, the catering consultant, did an independent calculation and the numbers were nearly identical. He used Mukilteo's Rosehill Community Center and the Edmonds Yacht Club and in developing a percentage of the 150 dates, he used 70%. He has been checking the Rosehill website monthly and they are close to 100% rented. The numbers related to rental are quite conservative at 70%. The City of Mukilteo reports rental revenue from Rosehill of \$500,000/year. The Waterfront Center is a better facility and a better location. Councilmember Buckshnis referenced the projected rental revenue of \$350,000 for the Waterfront Center and Rosehill's revenue of over \$500,000.

Councilmember L. Johnson asked how much longer the lease is on the thrift store at the Westgate Center. Mr. Fleming answered it is a three year lease; the thrift store has been there one year and a couple months. Mr. Johnson said they are in the process of renewing the lease for five years. Councilmember L. Johnson referred to the comment that revenues have increased significantly with better foot traffic. She asked if the number would change if the thrift store did not remain in that location. Mr. Wolfe said it was originally anticipated that the thrift store would move back to the Waterfront Center in 2022. Based on the numbers and the opportunity to extend the lease for five years, that location may be more advisable. That also creates an opportunity to repurpose the space originally intended at the Waterfront Center. He summarized keeping the thrift store at the Westgate location for another 6½ years and repurposing the space in the Waterfront Center provides a better financial picture. Councilmember L. Johnson asked if the revenue from the space at the Waterfront Center would offset the cost of rent. Mr. Wolfe answered absolutely.

Council President Fraley-Monillas looked forward to moving ahead and asked how that could be accomplished. Mr. Taraday said his intent is to continue to work with the Senior Center representatives; the ball is in their court with regard to proposed edits. He invited Councilmembers to provide direction tonight about things they feel strongly about; small edits can be emailed to him and amendments can always be proposed on March 17th although that may be more cumbersome as the Senior Center will not have had an opportunity for input. He preferred Council feedback tonight or the Council could hold a short special meeting next week to provide feedback so a final draft can be provided by March 17th, provided the Senior Center Board has also agreed to it.

COUNCILMEMBER OLSON MOVED, SECONDED BY COUNCILMEMBER K. JOHNSON, THAT THE OVERALL CONCEPT THAT MR. TARADAY USED TO STRUCTURE THE PAYBACK NOT HAPPENING IS ACCEPTABLE TO THE COUNCIL, ASSUMING THAT THE \$100,000 IS NOT THE WRONG AMOUNT. CARRIED (6-1) COUNCILMEMBER BUCKSHNIS NO.

Mr. Taraday said his interpretation of the motion is the provisions drafted in the amendments to section 2 entitled Term, are generally acceptable to the City Council and no major changes are needed. The other parts of the document are not subject to that motion.

COUNCILMEMBER OLSON MOVED, SECONDED BY COUNCIL PRESIDENT FRALEY-MONILLAS, THAT THE GENERAL GUIDANCE FOR MR. TARADAY IS THAT THE COUNCIL MIGHT CHOOSE TO BE LESS INVOLVED THAN THE DOCUMENTS PRESENTS TODAY IN THE SECTION REGARDING CATERING.

Councilmember Olson commented there are a lot of specifics about the catering contract and she felt that was above and beyond what should be included in the ground lease.

With regard to the motion, Councilmember Distelhorst suggested only to the extent it did not limit the issues raised by Ms. Burley regarding programming especially for youth on the second floor which he felt was a very valid topic to address in this agreement.

Councilmember Buckshnis raised a point of order that this was a presentations, not an action item. Mayor Nelson ruled the motion could continue.

Councilmember Olson said the intent was to provide general guidance to Mr. Taraday.

Councilmember Paine preferred specificity, commenting in the absence of specificity, it is basically a jump ball.

Councilmember L. Johnson commented there is a lot of information to digest. It was her understanding this was a presentation and she was not in a place to approve parts of the document. She would not support the motion as she needed time to think about it.

Councilmember Olson clarified the intent of the motion was not to remove the paragraphs completely but to provide guidance to Mr. Taraday that the Council was moving in the direction of less involvement.

Council President Fraley-Monillas suggested Mr. Taraday had heard the Council concerns. Mr. Taraday said he has heard individual Councilmember's concerns but did not know how the Council as a body feels other than the motion that was approved.

Councilmember Buckshnis commented the Council received this at 7 p.m. tonight. None of the Councilmembers have read it thoroughly and it is now 10:20 p.m. This is a serious thing with the Senior Center, and although it is time sensitive, the Council needs to have adequate time to read the document. She suggest it go to a committee so there is have time to read and digest it before making very important decisions.

COUNCILMEMBER OLSON WITHDREW THE MOTION WITH AGREEMENT OF SECOND.

Council President Fraley-Monillas asked when Mr. Taraday needed to have input from the Council. Mr. Taraday suggested having a short special Council meeting next week to provide him direction to draft the ground lease. That gives him and the Senior Center a couple days to complete the final draft before the packet is due for the March 17th meeting.

COUNCIL PRESIDENT FRALEY-MONILLAS MOVED, SECONDED BY COUNCILMEMBER DISTELHORST, THAT THE COUNCIL MEET NEXT WEEK BEFORE COMMITTEE MEETINGS AND ATTEMPT TO FINISH THE DRAFT GROUND LEASE. MOTION CARRIED UNANIMOUSLY.

8. ACTION ITEMS

1. RESOLUTION ADOPTING COUNCIL RULES OF PROCEDURE AND UPDATING THE COUNCIL CODE OF CONDUCT

This item was removed from the agenda via action in Agenda Item 4.

2. ORDINANCE AMENDING THE EDMONDS COMMUNITY DEVELOPMENT CODE TO ADD "HOTEL" AS A PERMITTED USE IN THE CW ZONE

Due to the late hour, this item will be rescheduled.

9. MAYOR'S COMMENTS

Mayor Nelson spoke about the coronavirus; the City is currently taking active measures to prepare for the COVID-19 outbreak including planning for all contingencies to protect the health and safety of citizens, city staff and to ensure critical city functions remain operational during this outbreak. The city has distributed evidence-based guidelines to mitigate the spread of the virus, updated the city's website with specific guidance for businesses, employers, schools and childcare providers, healthcare providers, community organizations, elder care, etc. provided by the Snohomish Health District, the lead agency in the county's response to the outbreak. Today city staff distributed posters created by the Health District to City buildings with public access as well as businesses throughout the city. The city has shared up-to-date, reliable public health advisories. There are a lot of good people planning, preparing and taking action behind the scenes. In the days and weeks to come, this community will likely be tested. It is essential to share accurate information, look out for one another, plan for the impacts and be prepared. There is a lot of information available, some of it is unreliable. He encouraged the public to use the sources of information used in the past such as Edmonds.gov where there is a coronavirus tab with links to information from the Health District. The Health District's information is from the Center for Disease Control (CDC) and the State Health Department.

10. COUNCIL COMMENTS

Student Rep Bauder extended his condolences to those affected by the coronavirus in the Kirkland area, Seattle and the world. His school canceled some trips, may cancel school for several weeks and is preparing for online teaching. In the meantime, he encouraged everyone to wash their hands and cover their cough.

Councilmember Olson invited anyone interested in celebrating International Women's Day on March 8 to sign up on Eventbrite for the Ladies Who Brunch Networking event at 190 Sunset, organized by Alicia Crank. In recognition of International Women's Day, she thanked the women in the past who fought for rights and equality, the most precious of which is the right to vote which she encouraged people to do as soon as possible after Super Tuesday results are in and by the March 11th deadline.

Councilmember L. Johnson thanked Mayor Nelson and the administration for developing an up-to-date plan with critical information on the coronavirus and where to get more information. She reiterated the recommendation to wash your hands and stay home if you are sick.

Council President Fraley-Monillas said she is forwarding Health District emails as she receives them. She was invited to last night's press conference with the newest information on coronavirus. King County will have a press release tomorrow afternoon and Snohomish County will follow. She relayed the following recommendations: wash your hands; keep your hands away from your face including your nose, eyes and mouth; clean and disinfect surfaces to include light switches, counters, doorknobs, phones, and TV remotes; cover your mouth when coughing and sneezing; if you feel sick or have a cough, stay home; and if you feel sick, call your doctor, do not go to an emergency room unless you absolutely have to. A vaccine is being developed but the results are uncertain and it may take up to 1½-2 years to develop a vaccine.

Council President Fraley-Monillas invited Councilmembers to email her if they wanted to participate in the public art in Civic Park process. She thanked Councilmembers who responded to her request to volunteer for the court.

Councilmember Distelhorst said in addition to the health issues raised by Councilmembers, he encouraged the public to consider supporting community businesses that may be unfairly impacted by the coronavirus.

Councilmember K. Johnson reported in addition to the judge's stakeholder group, there is an extended stakeholder group that she participated in last year. Anyone that is interested in that subject can get on the mailing list and attend their quarterly meetings.

Councilmember Buckshnis said pollen issues were causing her to cough.

11. ADJOURN

With no further business, the Council meeting was adjourned at 10:29 p.m.

City Council Agenda Item

Meeting Date: 03/24/2020

Approval of Council Meeting Minutes of March 17, 2020

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:

03-17-2020 Draft Council Meeting Minutes

EDMONDS CITY COUNCIL MEETING DRAFT MINUTES March 17, 2020

ELECTED OFFICIALS PRESENT

Mike Nelson, Mayor
Adrienne Fraley-Monillas, Council President
(via phone)
Kristiana Johnson, Councilmember (via phone)
Luke Distelhorst, Councilmember (via phone)
Diane Buckshnis, Councilmember
Vivian Olson, Councilmember
Susan Paine, Councilmember (via phone)
Laura Johnson, Councilmember (via phone)

STAFF PRESENT

Jessica Neill Hoyson, HR Director
Rob English, City Engineer
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 Nelson in the Council Chambers, 250 5th Avenue North, Edmonds. The meeting was opened with the flag salute.

2. LAND ACKNOWLEDGEMENT

Councilmember Olson 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. Council President Fraley-Monillas and Councilmembers K. Johnson, Distelhorst, Paine, and L. Johnson participated by phone.

4. APPROVAL OF AGENDA

Mayor Nelson described tonight’s meeting procedures as five Councilmembers are participating via phone.

COUNCILMEMBER K. JOHNSON MOVED, SECONDED BY COUNCILMEMBER DISTELHORST, TO APPROVE THE AGENDA IN CONTENT AND ORDER. MOTION CARRIED UNANIMOUSLY.

5. AUDIENCE COMMENTS

There were no audience comments.

6. **APPROVAL OF CONSENT AGENDA ITEMS**

COUNCIL PRESIDENT FRALEY-MONILLAS MOVED, SECONDED BY COUNCILMEMBER BUCKSHNIS, TO REMOVE CONSENT AGENDA ITEM 6.3, PFD BOARD CANDIDATE CITY COUNCIL APPOINTMENT. MOTION CARRIED UNANIMOUSLY.

COUNCILMEMBER OLSON MOVED, SECONDED BY COUNCILMEMBER PAINE, TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION CARRIED UNANIMOUSLY. The agenda items approved are as follows:

1. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES OF MARCH 10, 2020
2. APPROVAL OF CLAIM CHECKS, WIRE PAYMENTS AND PAYROLL CHECKS
4. ARTS FESTIVAL, MARKET AND URBAN CRAFT FAIR EVENT CONTRACTS
5. RCO GRANTS RESOLUTION
6. JANUARY 2020 MONTHLY FINANCIAL REPORT
7. APPROVAL OF CRIME PREVENTION/COMMUNITY ENGAGEMENT COORDINATOR
8. AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH CASCADE BICYCLE CLUB FOR THE CITYWIDE PEDESTRIAN CROSSING ENHANCEMENTS PROJECT
9. AUTHORIZATION FOR MAYOR TO SIGN A SUPPLEMENTAL AGREEMENT WITH WHPACIFIC, INC. FOR 84TH AVE OVERLAY PROJECT
10. REJECTION OF BID FOR THE FISHING PIER REHABILITATION PROJECT - SCAFFOLDING FOR FIBER REINFORCED POLYMER REPAIRS
11. AUTHORIZATION FOR MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THE BLUELINE GROUP FOR CAPITAL PROJECTS CONSTRUCTION MANAGEMENT, ENGINEERING AND INSPECTION SERVICES
12. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT FOR THE PHASE 10 WATERLINE REPLACEMENT PROJECT TO D&G BACKHOE

7. **ACTION ITEMS**

1. **HOLDING COUNCIL MEETINGS REMOTELY VIA GOTOMEETING**

COUNCILMEMBER DISTELHORST MOVED, SECONDED BY COUNCIL PRESIDENT FRALEY-MONILLAS, TO APPROVE THE CITY COUNCIL MOVING TO VIRTUAL MEETINGS.

Council President Fraley-Monillas made the following motion to limit the spread of COVID-19 and protect the public health and safety:

COUNCIL PRESIDENT FRALEY-MONILLAS MOVED TO AMEND, SECONDED BY COUNCILMEMBER BUCKSHNIS:

- THAT BEGINNING ON MARCH 24, 2020, THE REGULAR MEETINGS OF THE CITY COUNCIL SHALL BE CONDUCTED THROUGH THE GOTOMEETING SERVICE;

- **THAT THE MAYOR, ALL COUNCILMEMBERS, THE CITY ATTORNEY AND ANY STAFF MAKING PRESENTATIONS TO THE COUNCIL BE REQUIRED TO USE THE GOTOMEETING SERVICE TO PARTICIPATE IN THE CITY COUNCIL MEETINGS;**
- **THAT THE MICROPHONES AND VIDEO CAMERAS IN THE COUNCIL CHAMBERS BE DISABLED DURING SUCH MEETINGS;**
- **THAT THE LIVE GOTOMEETING VIDEO AND AUDIO FEED OF THE COUNCIL MEETING BE BROADCAST ON THE CITY'S CABLE CHANNEL AND STREAMED ON THE WEB;**
- **THAT THE LIVE GOTOMEETING VIDEO AND AUDIO FEED OF THE COUNCIL MEETING BE DISPLAYED ON THE PROJECTOR IN THE COUNCIL CHAMBERS AND AMPLIFIED FOR OBSERVATION BY THE PUBLIC DURING SUCH MEETINGS;**
- **THAT LIVE PUBLIC COMMENT NOT BE TAKEN DURING SUCH MEETINGS TO ENCOURAGE THE PUBLIC TO SHELTER IN PLACE;**
- **THAT THE PUBLIC BE ENCOURAGED TO SUBMIT COMMENTS TO THE CITY COUNCIL IN WRITING;**
- **THAT THE MAYOR BE REQUESTED TO ENSURE THAT HIS STAFF PROVIDES ADEQUATE TRAINING OF THE COUNCILMEMBERS PRIOR TO MARCH 24, 2020; AND**
- **THAT THE ABOVE ARRANGEMENTS REMAIN IN EFFECT UNTIL THE CITY COUNCIL TAKES SUBSEQUENT ACTION.**

Councilmember Paine said although the City is currently experiencing a health emergency, having this capacity would be useful in any emergency when people were discouraged from coming to Council Chambers due to safety and other risks such as an earthquake. She supported the amendment.

Councilmember K. Johnson asked if Councilmembers would be able to use their iPads for the GoToMeeting platform. Mayor Nelson answered yes, Councilmembers could use their iPad and/or City issued cell phone. Council President Fraley-Monillas advised IT already pushed the GoToMeeting app to all Councilmembers' phones and iPads. Mayor Nelson advised IT staff will provide individual training to Councilmembers as needed.

Councilmember Buckshnis asked whether the amendment needed to include that live public comment would not be taken during public meetings to encourage the public to shelter in place and whether the Council Chambers would be locked. Mr. Taraday answered Council Chambers must remain open by State law under the Open Public Meetings Act (OPMA) so that someone without internet access or cable TV can observe the meeting on the screen. That is how the City is complying with the OPMA. With regard to whether public comment is allowed, that is up to Council discretion. It would be easier not to fuse microphones in Chambers with the GoToMeeting software. It was his understanding that live public comment could be logically and technically tricky. If the Council wanted to allow live public comment, the amendment could be amended. Councilmember Buckshnis said comments could be emailed and read during the meeting. Mr. Taraday referred to one of the bullet points in the motion that encourages the public to submit comments to the City Council in writing.

Councilmember Buckshnis asked if Councilmembers could participate in meetings via GoToMeeting from Council Chambers. Mr. Taraday said there would be no advantage to participating from Council Chambers. Councilmembers will have the same access via GoToMeeting regardless of their location. Councilmember Buckshnis commented someone living in a chaotic setting could participate from Council Chambers. Mr. Taraday said if anyone was interested in participating where the internet was more reliable, Councilmembers also have access to the Council office

Councilmember Paine said when she was in the Council office earlier today, an IT professional told her the platform only allows streaming or broadcasting in Council Chambers, not both. She suggested that be clarified. City Clerk Scott Passey said both technologies will be used simultaneously; there will be a laptop

in Chambers that will stream the meeting. Mr. Taraday said that was also his understanding. He was not certain how that worked but IT has figured out how to do it.

Councilmember Paine said public comment could be taken in Council Chambers if people wished. Mr. Taraday said public comment is a separate issue. His understanding was that that would be very complicated as there would not be a GoToMeeting user set up for the public to speak at the microphone. That would require a laptop at the podium which theoretically could be done. Mr. Scott relayed the expectation that Council Chambers would be relatively quiet and introducing more sound via the microphone system may be more disruptive. Therefore, it would be better to stream the meeting on a device somewhere else. Mr. Taraday said while the Council can allow for live comment, the whole point of holding meetings via GoToMeeting was to keep people at home.

Council President Fraley-Monillas said the intent of the public submitting comments in writing was keep people from congregating in a settings where they could be susceptible to the coronavirus.

AMENDMENT CARRIED UNANIMOUSLY.

MAIN MOTION AS AMENDED CARRIED UNANIMOUSLY.

2. COMMUNICABLE DISEASE/ILLNESS POLICY

HR Director Jessica Neill-Hoyson relayed the City had an existing Communicable Disease/Illness policy but it was very minimal and did not address some areas that needed clear direction from Council such as what is required from the employee related to reporting if they have a communicable disease/illness, what the City will do in response, what the City will require regarding notification, how employees will be compensated, prohibiting discrimination and retaliation, and maintaining confidentiality of information to the extent allowed by law. A section was also added regarding the Mayor's ability to advance sick leave to employees who may need leave during a declared pandemic.

In response to a question Councilmember Olson posed to staff today, Ms. Neill-Hoyson suggested amending the first sentence in the XI. Confidentiality to read, "Communicable disease/illness-related diagnosis information reported to the City is treated as confidential information to the extent allowed by law."

Main Motion

COUNCILMEMBER L. JOHNSON MOVED, SECONDED BY COUNCILMEMBER K. JOHNSON, TO APPROVE RESOLUTION NO. 1449, ADOPTING THE COMMUNICABLE DISEASE/ILLNESS POLICY.

Amendment 1

COUNCILMEMBER DISTELHORST MOVED, SECONDED BY COUNCIL PRESIDENT FRALEY-MONILLAS, TO AMEND SECTION III DEFINITIONS, TO DELETE "CORONAVIRUS" AND DELETE THE PARENTHESES AROUND COVID-19 SO THAT THE THIRD BULLET READS "COVID-19."

Councilmember Distelhorst explained the coronavirus includes a number of common colds which under the CDC definition would not be deemed reportable illnesses. The amendment adds clarity and is consistent with last bullet, severe acute respiratory syndrome (SARS), which is also caused by the coronavirus.

Amendment 2

COUNCILMEMBER BUCKSHNIS MOVED, SECONDED BY COUNCILMEMBER OLSON, TO AMEND THE MOTION TO AMEND THE FIRST SENTENCE IN SECTION XI. CONFIDENTIALITY TO READ, "COMMUNICABLE DISEASE/ILLNESS-RELATED

DIAGNOSIS INFORMATION REPORTED TO THE CITY IS TREATED AS CONFIDENTIAL INFORMATION TO THE EXTENT ALLOWED BY LAW.

Councilmember Paine expressed support for both amendments.

AMENDMENT #1 CARRIED UNANIMOUSLY.

AMENDMENT #2 CARRIED UNANIMOUSLY.

Councilmember Buckshnis read title of resolution into record: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, TO APPROVE CERTAIN REVISIONS TO THE COMMUNICABLE DISEASE/ILLNESS POLICY OF THE CITY OF EDMONDS PERSONNEL POLICIES.”

MAIN MOTION AS AMENDED CARRIED UNANIMOUSLY.

3. EMERGENCY ORDINANCE AUTHORIZING THE TEMPORARY SIGNING OF CERTAIN DOWNTOWN STREETS TO 15-MINUTE PARKING

City Attorney Jeff Taraday read the ordinance as it was not in the original Council packet and Councilmembers may not have had an opportunity to read it:

AN EMERGENCY ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, TO AUTHORIZE THE TEMPORARY SIGNING OF CERTAIN STREET PARKING SPACES IN THE DOWNTOWN AREA TO ESTABLISH A PARKING LIMIT OF 15-MINUTES

WHEREAS, Chapters 8.48 and 8.64 of the Edmonds City Code regulate street parking and, in the downtown area, most street parking is limited to three hours by any one vehicle; and

WHEREAS, the city and region are experiencing a public health emergency due to the COVID-19 pandemic, which has led to the sudden required closure of many restaurants and other retail businesses, except for pick-up and delivery services; and

WHEREAS, closures and limits on public access can dramatically impact the viability of local businesses and affect the ability of the public to obtain needed food and goods; and

WHEREAS, the Mayor has declared an emergency of the city due the COVID-19 crisis; and

WHEREAS, RCW 35A.12.130 allows city councils to adopt public emergency ordinances without the standard public hearing or noticing process, provided that the ordinance is passed by a majority plus one of the city council and meets other requirements of the statute; and

WHEREAS, the City has determined that COVID-19 and its associated impacts have created a public health emergency, making it necessary for the protection of public health and public safety to adopt an emergency ordinance regarding downtown public access; and

WHEREAS, local businesses have requested that some downtown street parking spaces be temporarily set aside for short-term “grab and go”-type vehicle parking to allow customers to pick up their meals or other needed items during the current public health crisis; and

WHEREAS, the Public Works Department is able to provide and place temporary signs to reserve selected parking spaces in the downtown area for 15-minute parking only; and

NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, DO ORDAIN AS FOLLOWS:
Section 1. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate effective date, small businesses in the community could be irreparably harmed. This Ordinance is intended to offset some of the damage that the pandemic will cause to these businesses and to otherwise protect the public health, safety and welfare.

Section 2. Notwithstanding the street parking requirements of Title 8 of the Edmonds City Code, the Public Works Department is authorized to place temporary signs to limit vehicle parking to 15-minute intervals at certain street parking spaces in the downtown area in order to accommodate pick-up and delivery services for downtown businesses and their customers;

Section 3. Violations of this ordinance shall be penalized pursuant to the provisions of chapter 8.48 ECC.

Section 4. The authority provided in Section 2 shall end by June 30, 2020, provided that it may end sooner if the Mayor declares that the COVID-19 emergency is over;

Section 5. Severability. If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 7. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth herein, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

Councilmember L. Johnson asked how locations would be determined and whether there was the ability to adjust locations as needs fluctuate. Mayor Nelson answered it was his understanding Public Works was setting up A-board signs on the sidewalk fronting businesses offering pick-up and delivery services as needed and they could be removed if the business was no longer offering the service.

COUNCILMEMBER K. JOHNSON MOVED, SECONDED BY COUNCILMEMBER DISTELHORST, TO APPROVE ORDINANCE NO. 4176, AN EMERGENCY ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, TO AUTHORIZE THE TEMPORARY SIGNING OF CERTAIN STREET PARKING SPACES IN THE DOWNTOWN AREA TO ESTABLISH A PARKING LIMIT OF 15-MINUTES.

Council President Fraley-Monillas asked whether a restaurant with a parking lot would still be able to get a sign on the sidewalk for parking in front of the restaurant. Mr. Jeff Taraday answered his understanding was the primary focus of the ordinance was to target and help businesses with no off-street parking and it was not aimed at businesses that have their own parking lots.

Councilmember Buckshnis asked how the date of June 30, 2020 was determined, noting that seemed like a long time to be in lockdown. Mr. Taraday answered he was not involved in determining the date; if the Mayor declared the emergency over before June 30, 2020 the effectiveness of the ordinance would cease. Mr. Taraday reread Section 4, "The authority provided in Section 2 shall end by June 30, 2020, provided that it may end sooner if the Mayor declares that the COVID-19 emergency is over."

Councilmember Olson recognized this was an emergency proposal which explains why there had not been a lot of time to investigate. She relayed her conversation with Public Works Director Phil Williams regarding why the ordinance specified downtown businesses, that staff had not been able to identify any businesses outside the downtown core that would be affected. As this is an emergency ordinance and there is no opportunity for a public hearing or for Councilmembers to conduct further research such as contacting the Chamber of Commerce and the City's Economic Development/Community Services Director Patrick Doherty to inquire about affected businesses elsewhere in the City, she suggested the ordinance apply citywide.

COUNCILMEMBER OLSON MOVED, SECONDED BY COUNCILMEMBER PAINE, TO AMEND TO REMOVE "THE DOWNTOWN AREA" FROM THE TITLE AND SECTION 2, AND REMOVE "DOWNTOWN" IN THE 7TH AND 8TH WHEREAS CLAUSES.

Councilmember Paine suggested the summary of the ordinance on packet page 229 be updated to reflect that it was an emergency ordinance.

Councilmember K. Johnson said the reason signage was needed downtown was because there was generally 3-hour parking downtown and the intent was to ensure the ability to have grab and go. Restaurants outside the downtown area and outside the 3 hour parking limit do not have the same issue. She was unable to think of an example where people would be unable to find parking for a restaurant outside the downtown areas that was providing takeout service and therefore she did not support the amendment.

Councilmember Distelhorst observed there are two references to downtown in Section 2 and asked if the intent was to strike both. Councilmember Olson clarified the intent was to strike “downtown” in “downtown area” and change “downtown businesses” to “Edmonds businesses.”

Councilmember Distelhorst asked if there were any areas outside of downtown that have parking limits; he was unable to find any in the City’s code. Mayor Nelson said he was not aware of any parking restrictions in any other areas which is why the ordinance was specific to downtown where there are hourly parking restrictions.

Council President Fraley-Monillas expressed support for the amendment, commenting that although she was unaware of businesses outside the downtown area that relied on on-street parking, that did not mean there was not one. If there was such a business, they should be able to achieve the same goal as downtown businesses. She noted there are parking limitations on the Hwy 99 corridor.

Councilmember Buckshnis expressed support for the amendment, commenting a lot of shoppers are visiting QFC and Bartells and there may be restaurants outside downtown that need this signage.

Councilmember Olson commented it was important to leave the door open as the Council and staff have not had time to vet the idea and she wanted to allow businesses that would benefit from this to be able to have signage.

Councilmember Paine commented having the signage available citywide would allow restaurants in other neighborhoods to have 15 minute parking for grab and go. She thanked staff for not making the ordinance business specific so that it did not only apply to grab and go at restaurants but also short-term parking to visit other businesses such as dry cleaning, laundry, etc.

Councilmember L. Johnson said the ordinance specifies street parking spaces. She agreed that although she was unable to think of a place other than downtown where that would be applicable, there may be some. Most of the other businesses she thinks of have parking lots and those are privately owned. Mr. Taraday agreed the City did not have the authority to enforce parking limits on private property. The spaces referred to in the ordinance are on the right-of-way and possibly within City-owned parking lots.

Councilmember K. Johnson appreciated Mr. Taraday’s clarification as she was envisioning any business could ask Public Works for a sign to allow for 15 minute parking. As the City does not regulate private parking, this would only apply to public streets. She could not think of any restaurants outside of downtown, although she acknowledged there may be 1-2.

Council President Fraley-Monillas referred to a small strip mall on Hwy 99 with five food establishments and ten parking spaces. Patrons park off-site on the street as there is not enough parking. She supported the amendment.

AMENDMENT CARRIED UNANIMOUSLY.

MAIN MOTION AS AMENDED CARRIED UNANIMOUSLY.

8. MAYOR'S COMMENTS

Mayor Nelson thanked the City employees who since the beginning of the COVID-19 pandemic have been working around the clock, above and beyond the call of duty, to ensure the City is doing everything it can to prepare, respond and ensure the community is safe. His heart goes out to City employees for everything they do, knowing like everyone else, they are dealing with childcare issues, family members who are now unemployed due to closures, etc. He thanked the City employees and citizens who are enduring a lot of hardships and also stepping up in ways no one thought imaginable and trying to do the right thing to keep everybody safe by staying at home. He visited the Edmonds Food Bank today and commended the volunteers who are serving those most in need.

9. COUNCIL COMMENTS

Councilmember K. Johnson expressed appreciation for Mayor Nelson's comments about City staff. She encouraged everyone to use good hygienic habits and to be well.

Councilmember Distelhorst thanked Mayor Nelson for his statement about City staff. He echoed that not everyone has the ability to work from home or do virtual meetings. He urged the public to keep in mind all the employees and citizens who continue working at their jobs during these times and to check in with neighbors and those most in need to ensure everyone has the support and access they require.

Council President Fraley-Monillas thanked the City Council for their support and willing to move things in a lot of different directions to be successful in this new process. She urged everyone to wash their hands, stay at a distance and if they are sick, to stay home.

Councilmember Buckshnis agreed with Mayor Nelson's statement about the City's employees. She urged everyone to also remain stress free and clam as stress can weaken the immune system. She echoed Mayor Nelson's directions, commenting these are serious times and a recession is likely. She was hopeful the City will have budget meetings early so the Council can begin planning. Everyone is trying to stay safe so the country can heal but there is a cost to the market. She assured the stock market always rebounds; she has been through three cyclical recessions/regressions and it will return. Mr. James does a wonderful job with the City's investments and none of them are in the stock market. She encouraged the public not to hoard things so that supplies were available for all, to be calm, follow Mayor Nelson's directives, and to stay safe.

Councilmember Olson relayed she received a message today from a long term resident who wanted to weigh in on hotel as a permitted use on in CW zone. Although that issue is now a lower priority, she encouraged the person to call her back as they had called from a blocked number and did not leave their name.

Councilmember Olson said businesses are impacted by the closures and people staying at home and the City's revenues will also be impacted. She gave kudos for the public's calm and the care they are providing each other and assured citizens that they can trust their elected officials to make choices and properly prioritize in the future. She urged citizens to weigh in on their priorities. One of the issues facing the Council is whether to collateralize a loan for the Senior Center loan. She felt it was a good use of \$2M to collateralize a loan for the Senior Center to move forward with their construction timeline and to get the \$4M the State committed to that project. She encouraged citizens to let their Councilmembers know if they agreed the Senior Center needs to be finished on time to restore a home for seniors, some of the most in need in the community.

Councilmember Paine commented this meeting went fairly well. She commended all the Edmonds employees, from the directors to the people working in right-of-way, everyone is doing their job without

any hiccups or glitches. She congratulated the Police Department for finding two people of interest in the murder of the 7-Eleven employee.

Councilmember Paine commented local businesses need the community's support. She encourage citizens to contact local business to see if arrangements could be made to meet their needs. She planned to get takeaway meals from new-to-her restaurants and she encouraged others to do the same. She feared we were not though the worst yet and local businesses need the community's support.

Councilmember L. Johnson thanked City staff and Mayor Nelson for all they are doing for the City during this crisis. From her family to others, she hoped families were adhering to the new and unfamiliar routine of social distancing and staying home as much as possible to keep the community safe as those actions will save lives.

10. ADJOURN

With no further business, the Council meeting was adjourned at 8:07 p.m.

City Council Agenda Item

Meeting Date: 03/24/2020

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 #241149 through #241229 dated March 5, 2020 for \$485,767.46, re-issued claim checks #241328 & #241329 dated March 16, 2020 for \$1,689.85 and claim checks #241330 through #241431 dated March 19, 2020 for \$537,279.28.

Approval of clothing allowance check #64134 dated March 13, 2020 for Law Enforcement Commissioned Employees in the amount of \$795.90. Approval of payroll direct deposit and checks #64135 through #64142 for \$589,838.75, benefit checks #64143 through #64147 and wire payments of \$587,880.47 for the pay period March 1, 2020 through March 15, 2020.

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 03-05-20

re-issued claims 03-16-20

claims 03-19-20

FrequentlyUsedProjNumbers 03-19-20

clothing allowance 03-13-20

payroll summary 03-20-20

payroll benefits 03-20-20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241149	3/5/2020	076040 911 SUPPLY INC	86484		INV 86484- EDMONDS PD- B.TRIMB METAL NAME PLATE 001.000.41.521.22.24.00 Freight 001.000.41.521.22.24.00 10.4% Sales Tax 001.000.41.521.22.24.00	11.51 8.25 2.05
			86489		INV 86489- EDMONDS PD- H.XING METAL NAME PLATE 001.000.41.521.22.24.00 Freight 001.000.41.521.22.24.00 10.4% Sales Tax 001.000.41.521.22.24.00	11.51 8.25 2.05
			86491		INV 86491- EDMONDS PD- E.SANC METAL NAME PLATE 001.000.41.521.22.24.00 Freight 001.000.41.521.22.24.00 10.4% Sales Tax 001.000.41.521.22.24.00	11.51 8.25 2.05
					Total :	65.45
241150	3/5/2020	065568 ALLWATER INC	022520027		FINANCE DEPT WATER Finance dept water 001.000.31.514.23.31.00 10.4% Sales Tax 001.000.31.514.23.31.00	96.75 10.06
			022520028		PARKS & RECREATION DEPT WATE PARKS & RECREATION DEPT WATE 001.000.64.571.21.31.00 10.4% Sales Tax 001.000.64.571.21.31.00	46.70 4.86
					Total :	158.37

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241155	3/5/2020	069751 ARAMARK UNIFORM SERVICES	(Continued)		10.4% Sales Tax	
					001.000.64.576.80.24.00	5.88
			1991647903		FACILITIES DIVISION UNIFORMS	
					FACILITIES DIVISION UNIFORMS	
					001.000.66.518.30.24.00	29.56
					10.4% Sales Tax	
					001.000.66.518.30.24.00	3.07
			22192453		PARKS MAINT CUSTOM SCREEN P	
					PARKS MAINT CUSTOM SCREEN P	
					001.000.64.576.80.24.00	121.87
					10.4% Sales Tax	
					001.000.64.576.80.24.00	12.67
					Total :	289.37
241156	3/5/2020	072513 ART TO YOU	8379 PAINTING		8379 BEGINNING WATERCOLOR CI	
					8379 BEGINNING WATERCOLOR CI	
					001.000.64.571.22.41.00	234.00
					Total :	234.00
241157	3/5/2020	076507 ARTIST TRUST	2/26 WORKSHOP		2/26/2020 WORKSHOP	
					2/26/2020 WORKSHOP: HOW TO W	
					117.100.64.573.20.41.00	200.00
					Total :	200.00
241158	3/5/2020	071124 ASSOCIATED PETROLEUM	0170402-IN		WWTP: 2/18/20 DIESEL FUEL	
					ULSD #2 DYED - BULK fuel (include	
					423.000.76.535.80.32.00	1,573.35
					10.4% Sales Tax	
					423.000.76.535.80.32.00	163.64
					Total :	1,736.99
241159	3/5/2020	001795 AUTOGRAPHICS	83179		UPDATE/REPLACE COUNCIL MEME	
					replace/update council member plaqu	
					001.000.25.514.30.31.00	786.00
					10.4% Sales Tax	

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241159	3/5/2020	001795 AUTOGRAPHICS	(Continued)		001.000.25.514.30.31.00	81.74
Total :						867.74
241160	3/5/2020	070305 AUTOMATIC FUNDS TRANSFER	113800		OUT SOURCING OF UTILITY BILLS	
					UB Outsourcing area Printing 2915	
					422.000.72.531.90.49.00	187.58
					UB Outsourcing area Printing 2915	
					421.000.74.534.80.49.00	187.58
					UB Outsourcing area Printing 2915	
					423.000.75.535.80.49.00	193.27
					UB Outsourcing area Postage 2915	
					421.000.74.534.80.42.00	556.66
					UB Outsourcing area Postage 2915	
					423.000.75.535.80.42.00	556.66
					10.1 % Sales Tax	
					422.000.72.531.90.49.00	18.95
					10.1 % Sales Tax	
					421.000.74.534.80.49.00	18.95
					10.1 % Sales Tax	
					423.000.75.535.80.49.00	19.51
			114236		OUT SOURCING OF UTILITY BILLS	
					UB Outsourcing area Printing 1774	
					422.000.72.531.90.49.00	114.16
					UB Outsourcing area Printing 1774	
					421.000.74.534.80.49.00	114.16
					UB Outsourcing area Printing 1774	
					423.000.75.535.80.49.00	117.61
					UB Outsourcing area Postage 1773	
					421.000.74.534.80.42.00	344.85
					UB Outsourcing area Postage 1773	
					423.000.75.535.80.42.00	344.85
					10.1 % Sales Tax	
					422.000.72.531.90.49.00	11.53
					10.1 % Sales Tax	

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241160	3/5/2020	070305 AUTOMATIC FUNDS TRANSFER	(Continued)		421.000.74.534.80.49.00 10.1 % Sales Tax 423.000.75.535.80.49.00	11.50 11.88
Total :						2,809.75
241161	3/5/2020	075263 AVR PRODUCTION SERVICES LLC	DJ 2222020		DADDY DAUGHTER DANCE DJ DADDY DAUGHTER DANCE DJ 2/22 001.000.64.571.22.41.00	500.00 500.00
Total :						500.00
241162	3/5/2020	061659 BAILEY'S TRADITIONAL TAEKWON	8253 TAEKWON-DO		8253 TAEKWON-DO INSTRUCTION 8253 TAEKWON-DO INSTRUCTION 001.000.64.571.27.41.00	720.00 720.00
Total :						720.00
241163	3/5/2020	072775 BAVCO	941355		WATER QUALITY - REPAIR KIT WATER QUALITY - REPAIR KIT 421.000.74.534.80.31.00 Freight 421.000.74.534.80.31.00 10.4% Sales Tax 421.000.74.534.80.31.00	156.20 9.90 17.27
Total :						183.37
241164	3/5/2020	075941 BELL, LAURIE	8372 ZENTANGLE		8372 ZENTANGLE CLASS INSTRUC 8372 ZENTANGLE CLASS INSTRUC 001.000.64.571.22.41.00	184.80 184.80
Total :						184.80
241165	3/5/2020	066673 BILLS BLUEPRINT INC	607425		E7JA.PLANS & SPEC REPRODUCTI E7JA.Plans & Specs Reproduction 421.000.74.594.34.41.00	878.61 878.61
Total :						878.61
241166	3/5/2020	076240 CADMAN MATERIALS INC	1708018		STREET - SUPPLIES STREET - SUPPLIES	

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241166	3/5/2020	076240 CADMAN MATERIALS INC	(Continued)		111.000.68.542.61.31.00 7.8% Sales Tax 111.000.68.542.61.31.00	638.57 49.81
					Total :	688.38
241167	3/5/2020	071816 CARLSON, JESSICA	8441 DRAWING		8441 ADVENTURES IN DRAWING IN 8441 ADVENTURES IN DRAWING IN 001.000.64.571.22.41.00	 104.50
					Total :	104.50
241168	3/5/2020	065682 CHS ENGINEERS LLC	451601-2001		E6GB.SERVICES THRU JANUARY 2 E6GB.Services thru Jauary 2020 423.000.75.594.35.41.00	 1,011.20
					Total :	1,011.20
241169	3/5/2020	064369 CODE PUBLISHING CO	66124		ORDINANCE WEB UPDATE 4168-41 ordinance web update 4168-4171 001.000.25.514.30.41.00 10.4% Sales Tax 001.000.25.514.30.41.00	 307.50 28.08
					Total :	335.58
241170	3/5/2020	062975 COLLISION CLINIC INC	RO42334		UNIT 525 - DEDUCTIBLE UNIT 525 - DEDUCTIBLE 511.000.77.548.68.48.00	 1,000.00
			RO42456		UNIT K94 - DEDUCTIBLE UNIT K94 - DEDUCTIBLE 511.000.77.548.68.48.00	 1,000.00
					Total :	2,000.00
241171	3/5/2020	065891 CONLEY, LISA	CONLEY SUB 3/2/20		MEADOWDALE PRESCHOOL SUBS MEADOWDALE PRESCHOOL SUBS 001.000.64.571.22.41.00	 80.00
					Total :	80.00
241172	3/5/2020	065683 CORRY'S FINE DRY CLEANING	FEB 2020		FEB 2020 DRY CLEANING - EDMON	

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241172	3/5/2020	065683 CORRY'S FINE DRY CLEANING	(Continued)		FEB 2020 DRY CLEANING CHARGE 001.000.41.521.22.24.00	558.20
					Total :	558.20
241173	3/5/2020	006200 DAILY JOURNAL OF COMMERCE	3356225		E7JA.INVITATION TO BID ADVERTIS E7JA.Invitation to Bid Advertisement 421.000.74.594.34.41.00	508.20
					Total :	508.20
241174	3/5/2020	077437 DASH MEDICAL GLOVES INC	INV1185383		INV INV1185383- EDMONDS PD 1 CASE BLACK GLOVES - L 001.000.41.521.22.31.00 1 CASE BLACK GLOVES- S 001.000.41.521.22.31.00 10.4% Sales Tax 001.000.41.521.22.31.00	59.92 59.92 12.40
					Total :	132.30
241175	3/5/2020	061860 DEPT OF LABOR & INDUSTRIES	323499		CITY BUILDINGS - ANNUAL INSPEC CITY BUILDINGS - ANNUAL INSPEC 001.000.66.518.30.49.00	371.15
			323543		CITY BUILDINGS - ANNUAL INSPEC CITY BUILDINGS - ANNUAL INSPEC 001.000.66.518.30.49.00	831.52
					Total :	1,202.67
241176	3/5/2020	064531 DINES, JEANNIE	20-4000		CITY COUNCIL MEETING MINUTES city council meeting minutes and 001.000.25.514.30.41.00	475.20
					Total :	475.20
241177	3/5/2020	076172 DK SYSTEMS	25364		PUBLIC WORKS - RESET LIMIT SW PUBLIC WORKS - RESET LIMIT SW 001.000.66.518.30.48.00 10.4% Sales Tax	525.00

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241177	3/5/2020	076172 DK SYSTEMS	(Continued)		001.000.66.518.30.48.00	54.61
					Total :	579.61
241178	3/5/2020	069523 EDMONDS P&R YOUTH SCHOLARSHIP	8458 SUNYONG PARK		8458 SUNYONG PARK YOUTH SCHOLARSHIP 8458 SUNYONG PARK YOUTH SCHOLARSHIP 122.000.64.571.20.49.00	49.00
					Total :	49.00
241179	3/5/2020	069523 EDMONDS P&R YOUTH SCHOLARSHIP	8458 SUNYUL PARK		8458 SUNYUL PARK YOUTH SCHOLARSHIP 8458 SUNYUL PARK YOUTH SCHOLARSHIP 122.000.64.571.20.49.00	49.00
					Total :	49.00
241180	3/5/2020	069523 EDMONDS P&R YOUTH SCHOLARSHIP	8544 T CORDOVA		8544 T CORDOVA YOUTH SCHOLARSHIP 8544 T CORDOVA YOUTH SCHOLARSHIP 122.000.64.571.20.49.00	75.00
					Total :	75.00
241181	3/5/2020	008705 EDMONDS WATER DIVISION	7-05276		CEMETERY SEWER & STORM 820 CEMETERY SEWER & STORM 820 130.000.64.536.50.47.00	212.00
					Total :	212.00
241182	3/5/2020	009350 EVERETT DAILY HERALD	EDH891318		E7JA.INVITATION TO BID ADVERTISMENT E7JA.Invitation to Bid Advertisment 421.000.74.594.34.41.00	209.90
			EDH89134		LEGAL AD Legal Ad: Fuller PLN2020-0008 001.000.62.558.60.41.40	61.50
			EDH891578		LEGAL AD Legal Ad: SMiles PLN2020-0005 001.000.62.558.60.41.40	72.40
			EDH891580		LEGAL AD Legal Ad: Tandoo PLN2020-0004 001.000.62.558.60.41.40	59.70
			EDH892067		LEGAL AD	

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241182	3/5/2020	009350 EVERETT DAILY HERALD	(Continued)		Legal Ad (Select Homes, PLN2020-0006) 001.000.62.558.60.41.40	76.02
			EDH892068		LEGAL AD Legal Ad: Schuler (PLN2020-0006) 001.000.62.558.60.41.40	63.35
					Total :	543.00
241183	3/5/2020	076751 FALK, NICHOLAS	N Falk		MILEAGE REIMB Feb 2020 Expense Report: Mileage F 001.000.62.524.10.43.00	41.62
					Total :	41.62
241184	3/5/2020	009815 FERGUSON ENTERPRISES INC	7978890		FIRE STATION 20 - PARTS FIRE STATION 20 - PARTS 001.000.66.518.30.31.00	77.00
					10.2% Sales Tax 001.000.66.518.30.31.00	7.80
					Total :	84.92
241185	3/5/2020	011900 FRONTIER	253-003-6887		LIFT STATION #6 VG SPECIAL ACCF LIFT STATION #6 VG SPECIAL ACCF 423.000.75.535.80.42.00	42.15
			253-012-9189		WWTP: 2/26-3/24/20 AUTO DIALER 2/26-3/24/20 AUTO DIALER - 1 VOIC 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	140.35
			425-771-5553		WWTP: 2/25-3/24/20 AUTO DIALER: 2/25-3/24/20 AUTO DIALER - 1 BUSI 423.000.76.535.80.42.00	126.85
			425-776-6829		CITY HALL ALARM LINES 121 5TH A CITY HALL FIRE AND INTRUSION AI 001.000.66.518.30.42.00	140.35
			509-022-0049		LIFT STATION #2 VG SPECIAL ACCF	

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241185	3/5/2020	011900 FRONTIER	(Continued)		LIFT STATION #2 VG SPECIAL ACCE 423.000.75.535.80.42.00	26.42
					Total :	517.70
241186	3/5/2020	077462 GLOBAL ASSETS INTEGRATED LLC	2020-123		INV 2020-123 MASTER TACTICAL BI MTB COURSE 7/13-24 EUGENE, OF 001.000.41.521.23.49.00	2,480.00
					Total :	2,480.00
241187	3/5/2020	012199 GRAINGER	9443553871		FAC - PARTS FAC - PARTS 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00	172.96 17.98
					Total :	190.94
241188	3/5/2020	076542 GRANICUS	123849		LEGISLATIVE MANAGEMENT - CIVIL legislative management - civic 001.000.25.514.30.48.00 10.4% Sales Tax 001.000.25.514.30.48.00	1,417.51 147.43
					Total :	1,564.94
241189	3/5/2020	077414 GROUNDSWELL STUDIO	2002-02		MARINA BEACH PARK RCO GRANT MARINA BEACH PARK RCO GRANT 125.000.64.594.76.41.00	3,440.00
					Total :	3,440.00
241190	3/5/2020	076188 HELENA GARCIA	8397 DRAWING		8397 INTRO TO DRAWING CLASS II 8397 INTRO TO DRAWING CLASS II 001.000.64.571.22.41.00	369.60
					Total :	369.60
241191	3/5/2020	060165 HWA GEOSCIENCES INC	30109		E5JB.SERVICES THRU 1/31/20 E5JB.Services thru 1/31/20 421.000.74.594.34.41.00	1,542.27

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241191	3/5/2020	060165 HWA GEOSCIENCES INC	(Continued)		E5JB.Services thru 1/31/20 423.000.75.594.35.41.00	1,542.27
					E5JB.Services thru 1/31/20 422.000.72.594.31.41.00	1,542.26
					Total :	4,626.80
241192	3/5/2020	073548 INDOFF INCORPORATED	3345560		BOWLS Sugarcane bowls - 2 pk 001.000.31.514.23.31.00	16.48
					10.4% Sales Tax 001.000.31.514.23.31.00	1.71
					Total :	18.19
241193	3/5/2020	061546 INDUSTRIAL CONTROLS SUPPLY	200439		WWTP: PO 210 - REPL. FILTER, PPI PO 210 - REPL. FILTER, PPI--24X4, : 423.000.76.535.80.48.00	229.92
					Freight 423.000.76.535.80.48.00	14.86
					10.4% Sales Tax 423.000.76.535.80.48.00	25.46
					Total :	270.24
241194	3/5/2020	075062 JAMESTOWN NETWORKS	5803		FIBER OPTICS INTERNET CONNEC Mar-20 Fiber Optics Internet Connect 512.000.31.518.87.42.00	590.00
					10.4% Sales Tax 512.000.31.518.87.42.00	61.36
					Total :	651.36
241195	3/5/2020	075942 KNOWBE4 INC	INV84165		SECURITY AWARENESS TRAINING KnowBe4 Security Awareness Trainin 512.000.31.518.88.49.00	5,508.00
					10.4% Sales Tax 512.000.31.518.88.49.00	572.83

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241195	3/5/2020	075942 075942 KNOWBE4 INC	(Continued)		Total :	6,080.85
241196	3/5/2020	017135 LANDAU ASSOCIATES INC	43755		E6GC.SERVICES THRU 6/29/19 E6GC.Services thru 6/29/19 423.000.75.594.35.41.00	535.00
					Total :	535.00
241197	3/5/2020	073603 LIGHTHOUSE LAW GROUP PLLC	20446 expenses		01-20 REIMBURSEMENT FOR EXPE 01-20 reimbursement for expenses - I 001.000.36.515.31.41.00	39.95
					Total :	39.95
241198	3/5/2020	074263 LYNNWOOD WINSUPPLY CO	035936 01		PM: IRRIGATION SUPPLIES PM: IRRIGATION SUPPLIES 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	140.40 14.60
					Total :	155.00
241199	3/5/2020	075746 MCMURRAY, LAURA	8477 FELDENKRAIS		8477 FELDENKRAIS INSTRUCTION 8477 FELDENKRAIS INSTRUCTION 001.000.64.571.27.41.00	104.00
					Total :	104.00
241200	3/5/2020	076264 MONO ROOFTOP SOLUTIONS	25324		BOY'S & GIRL'S CLUB - REPAIRED : BOY'S & GIRL'S CLUB - REPAIRED : 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00	495.00 51.48
			25325		FAC - REPAIRED SEAMS OVER GYI FAC - REPAIRED SEAMS OVER GYI 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00	610.00 63.42
					Total :	1,219.90
241201	3/5/2020	075539 NATURE INSIGHT CONSULTING	2		WILLOW CREEK DAYLIGHTING GR	

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241201	3/5/2020	075539 NATURE INSIGHT CONSULTING	(Continued)		Willow Creek Daylighting Grant Writir 422.000.72.531.90.41.20	2,187.50
					Total :	2,187.50
241202	3/5/2020	075542 NORTHWEST LANDSCAPE SUPPLY	3679		PM: TOPSOIL PM: TOPSOIL 001.000.64.576.80.31.00 10.5% Sales Tax 001.000.64.576.80.31.00	160.00 16.80
					Total :	176.80
241203	3/5/2020	028860 PLATT ELECTRIC SUPPLY	0D11808		WWTP: PO 215 - 14-BLADE SOCKE PO 215 - 14-BLADE SOCKET, THER 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	248.45 30.00 28.90
					Total :	307.41
241204	3/5/2020	046900 PUGET SOUND ENERGY	200000704821		FRANCES ANDERSON CENTER 700 FRANCES ANDERSON CENTER 700	2,348.18
			200002411383		YOST PARK/POOL 9535 BOWDOIN YOST PARK/POOL 9535 BOWDOIN	35.87
			200007876143		OLD PUBLIC WORKS 200 DAYTON OLD PUBLIC WORKS 200 DAYTON	380.42
			200009595790		421.000.74.534.80.47.00 FIRE STATION #16 8429 196TH ST S FIRE STATION #16 8429 196TH ST S	1,136.18
			200011439656		001.000.66.518.30.47.00 FIRE STATION #20 23009 88TH AVE FIRE STATION #20 23009 88TH AVE	146.16

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241204	3/5/2020	046900 PUGET SOUND ENERGY	(Continued) 200016558856		CIVIC CENTER 250 5TH AVE N / ME CIVIC CENTER 250 5TH AVE N / ME 001.000.66.518.30.47.00	248.89
			200016815843		FIRE STATION #17 275 6TH AVE N / FIRE STATION #17 275 6TH AVE N / 001.000.66.518.30.47.00	852.82
			200017676343		FLEET MAINTENANCE BAY 21105 7 FLEET MAINTENANCE BAY 21105 7 511.000.77.548.68.47.00	491.24
			200019375639		MEADOWDALE CLUBHOUSE 6801 I MEADOWDALE CLUBHOUSE 6801 I 001.000.66.518.30.47.00	315.17
			200019895354		SNO-ISLE LIBRARY 650 MAIN ST / M SNO-ISLE LIBRARY 650 MAIN ST / M 001.000.66.518.30.47.00	261.34
			200020415911		PUBLIC WORKS OMC 7110 210TH S PUBLIC WORKS OMC 7110 210TH S 001.000.65.518.20.47.00	35.64
					PUBLIC WORKS OMC 7110 210TH S 111.000.68.542.90.47.00	135.43
					PUBLIC WORKS OMC 7110 210TH S 421.000.74.534.80.47.00	135.43
					PUBLIC WORKS OMC 7110 210TH S 423.000.75.535.80.47.10	135.43
					PUBLIC WORKS OMC 7110 210TH S 511.000.77.548.68.47.00	135.43
					PUBLIC WORKS OMC 7110 210TH S 422.000.72.531.90.47.00	135.41
			200021829581		WWTP: 1/22-2/21 METER 00039039 1/22-2/21/20 200 2ND AVE S / METE	1,922.07
			200024711901		423.000.76.535.80.47.63 CITY PARK BUILDING 600 3RD AVE CITY PARK BUILDING 600 3RD AVE 001.000.66.518.30.47.00	384.33

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241204	3/5/2020	046900 046900 PUGET SOUND ENERGY	(Continued)		Total :	9,235.44
241205	3/5/2020	077461 PUGET SOUND PLANTS INC	M13662		PM: FLOWER PROGRAM PLANTS PM: FLOWER PROGRAM PLANTS 001.000.64.576.81.31.00 7.8% Sales Tax 001.000.64.576.81.31.00	33.00 2.57
					Total :	35.57
241206	3/5/2020	075822 QUADIENT INC	15997876		NEOPOST INK TANK ink tank for postage machine 001.000.25.514.30.31.00 10.4% Sales Tax 001.000.25.514.30.31.00	343.54 35.73
					Total :	379.27
241207	3/5/2020	030780 QUIRING MONUMENTS INC	22588		INSCRIPTION SHUTTER/NICHE-JOH INSCRIPTION SHUTTER/NICHE-JOH 130.000.64.536.20.34.00	150.00
					Total :	150.00
241208	3/5/2020	066786 RELIABLE SECURITY SOUND & DATA	23241		CITY HALL - DOORS CITY HALL - DOORS 001.000.66.518.30.41.00 10.4% Sales Tax 001.000.66.518.30.41.00	23,907.43 2,486.37
					Total :	26,393.80
241209	3/5/2020	067802 SAN DIEGO POLICE EQUIP CO	641255		INV 641255 - CUST 1733- EDMONDS HOLLOW POINT RIFLED SLUG AMM 001.000.41.521.40.31.00 10.4% Sales Tax 001.000.41.521.40.31.00	262.42 27.29
			641377		INV 641377- CUST 1733- EDMONDS 9MM AMMO- RED MARKER 628.000.41.521.23.31.00	1,413.48

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241209	3/5/2020	067802 SAN DIEGO POLICE EQUIP CO	(Continued)		10.4% Sales Tax 628.000.41.521.23.31.00	147.01
					Total :	1,850.20
241210	3/5/2020	076328 SCJ ALLIANCE	59332		E6AA.SERVICES THRU 1/31/20 E6AA.Services thru 1/31/20 112.000.68.595.33.41.00	3,803.60
					Total :	3,803.60
241211	3/5/2020	037375 SNO CO PUD NO 1	200348233		TRAFFIC LIGHT 22000 84TH AVE W TRAFFIC LIGHT 22000 84TH AVE W 111.000.68.542.64.47.00	43.00
			200386456		CLUBHOUSE 6801 MEADOWDALE I CLUBHOUSE 6801 MEADOWDALE I 001.000.66.518.30.47.00	96.87
			200493146		MAPLEWOOD PARK IRRIGATION M MAPLEWOOD PARK IRRIGATION M 001.000.64.576.80.47.00	18.89
			200865202		LIFT STATION #3 1529 NORTHSTRE LIFT STATION #3 1529 NORTHSTRE 423.000.75.535.80.47.10	105.02
			201265980		LIFT STATION #12 16121 75TH PL V LIFT STATION #12 16121 75TH PL V 423.000.75.535.80.47.10	189.73
			201374964		LIFT STATION #11 6811 1/2 157TH P LIFT STATION #11 6811 1/2 157TH P 423.000.75.535.80.47.10	21.54
			201582152		TRAFFIC LIGHT 19600 80TH AVE W TRAFFIC LIGHT 19600 80TH AVE W 111.000.68.542.63.47.00	34.79
			201594488		LIFT STATION #15 7710 168TH PL S LIFT STATION #15 7710 168TH PL S 423.000.75.535.80.47.10	19.58
			201610276		OVERHEAD STREET LIGHTING AT (

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241211	3/5/2020	037375 SNO CO PUD NO 1	(Continued)			
			201611951		130.000.64.536.50.47.00 TRAFFIC LIGHT 20801 76TH AVE W TRAFFIC LIGHT 20801 76TH AVE W	8.59
			201656907		111.000.68.542.63.47.00 DECORATIVE LIGHTING 413 MAIN S DECORATIVE LIGHTING 413 MAIN S	35.89
			201762101		111.000.68.542.63.47.00 415 5TH AVE S 415 5TH AVE S	307.89
			201907862		001.000.64.576.80.47.00 TRAFFIC LIGHT 7133 212TH ST SW TRAFFIC LIGHT 7133 212TH ST SW	23.27
			202087870		111.000.68.542.63.47.00 LIFT STATION #6 100 PINE ST / ME1 LIFT STATION #6 100 PINE ST / ME1	31.90
			202289120		423.000.75.535.80.47.10 TRAFFIC LIGHT 23801 HWY 99 / ME TRAFFIC LIGHT 23801 HWY 99 / ME	168.25
			202421582		111.000.68.542.64.47.00 LOG CABIN & DECORATIVE LIGHTING LOG CABIN & DECORATIVE LIGHTING	65.00
			202620415		001.000.66.518.30.47.00 MATHAY BALLINGER PARK IRRIGATION MATHAY BALLINGER PARK IRRIGATION	204.69
			204292213		001.000.64.576.80.47.00 CHARGE STATION #1 552 MAIN ST CHARGE STATION #1 552 MAIN ST	17.74
			204467435		111.000.68.542.64.47.00 HAZEL MILLER PLAZA HAZEL MILLER PLAZA	124.90
					001.000.64.576.80.47.00	25.87
					Total :	1,543.49
241212	3/5/2020	063941 SNO CO SHERIFFS OFFICE	2020-6179		INV 2020-6179- EDMONDS PD 301.17- BASE RATE @ \$103.25 EA	

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241212	3/5/2020	063941 SNO CO SHERIFFS OFFICE	(Continued)		001.000.39.523.60.41.50 57.92- BOOKINGS @ \$126.97 EA 001.000.39.523.60.41.50 62.17- MED SPEC HEALTH@ \$59.33 001.000.39.523.60.41.50 27 - MENT HEALTH @ \$143.25 EA 001.000.39.523.60.41.50 15.75 - VID COURT HRS @ \$199.29 001.000.39.523.60.41.50 Total :	31,095.80 7,354.10 3,688.50 3,867.75 3,138.80 49,145.00
241213	3/5/2020	076433 SNOHOMISH COUNTY 911	2287		MAR-20 COMMUNICATION DISPATCH MAR-20 COMMUNICATION DISPATCH 001.000.39.528.00.41.50 MAR-20 COMMUNICATION DISPATCH 421.000.74.534.80.41.50 MAR-20 COMMUNICATION DISPATCH 423.000.75.535.80.41.50 Total :	73,802.90 1,942.18 1,942.18 77,687.26
241214	3/5/2020	070167 SNOHOMISH COUNTY TREASURER	February 2020		Crime Victims Court Remittance Crime Victims Court Remittance 001.000.237.140 Total :	397.34 397.34
241215	3/5/2020	038300 SOUND DISPOSAL CO	103583		CIVIC CENTER 250 5TH AVE N CIVIC CENTER 250 5TH AVE N 001.000.66.518.30.47.00 FRANCES ANDERSON CENTER 700 FRANCES ANDERSON CENTER 700 001.000.66.518.30.47.00 SNO-ISLE LIBRARY 650 MAIN ST SNO-ISLE LIBRARY 650 MAIN ST 001.000.66.518.30.47.00 103585 103586 103587	689.57 724.42 605.18

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241215	3/5/2020	038300 SOUND DISPOSAL CO	(Continued)		PARKS MAINT GARBAGE AND REC	
					001.000.64.576.80.47.00	1,022.94
			103588		CITY HALL 121 5TH AVE N	
					CITY HALL 121 5TH AVE N	
					001.000.66.518.30.47.00	459.89
					Total :	3,502.00
241216	3/5/2020	068439 SPECIALTY DOOR SERVICE	53828		FIRE STATION 17 - SERVICE ON ST	
					FIRE STATION 17 - SERVICE ON ST	
					001.000.66.518.30.48.00	102.05
					10.4% Sales Tax	
					001.000.66.518.30.48.00	10.61
					Total :	112.66
241217	3/5/2020	027269 THE PART WORKS INC	INV53649		LIBRARY - PIANO HINGES AND SCF	
					LIBRARY - PIANO HINGES AND SCF	
					001.000.66.518.30.31.00	178.45
					10.4% Sales Tax	
					001.000.66.518.30.31.00	18.56
					Total :	196.99
241218	3/5/2020	073255 TOTAL FILTRATION SERVICES, INC	PSV2010597		FAC MAINT - CITYWIDE FILTER	
					FAC MAINT - CITYWIDE FILTER	
					001.000.66.518.30.31.00	846.00
					10.4% Sales Tax	
					001.000.66.518.30.31.00	87.99
					Total :	934.00
241219	3/5/2020	070902 ULVESTAD, KAREN	8450 PHOTOGRAPHY		8450 DIGITAL PHOTOGRAPHY CLA	
					8450 DIGITAL PHOTOGRAPHY CLA	
					001.000.64.571.22.41.00	117.50
					Total :	117.50
241220	3/5/2020	073310 UNISAFE INC	706720		WWTP: PO 226 - HEAVY DUTY NITF	
					PO 226 - HEAVY DUTY NITRILE GLC	

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241220	3/5/2020	073310 UNISAFE INC	(Continued)		423.000.76.535.80.31.00	1,102.80
Total :						1,102.80
241221	3/5/2020	067865 VERIZON WIRELESS	9848938063		C/A 571242650-0001 iPhone/iPad Cell Service Bldg 001.000.62.524.20.42.00 iPhone/iPad Cell Service City Clerk 001.000.25.514.30.42.00 iPhone/iPad Cell Service Comm Svc I 001.000.61.557.20.42.00 iPhone/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 Dev Svcs 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 512.000.31.518.88.42.00 iPhone/iPad Cell Service Mayor 001.000.21.513.10.42.00 iPhone/iPad Cell Service Parks Maint 001.000.64.576.80.42.00 iPhone/iPad Cell Service Parks Rec 001.000.64.571.22.42.00 iPhone/iPad Cell Service PD 001.000.41.521.10.42.00	505.39 76.79 40.01 702.98 44.54 122.74 1,287.78 217.01 67.49 124.98 368.58 57.49 195.00 97.50 1,806.75

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241221	3/5/2020	067865 VERIZON WIRELESS	(Continued)		Air cards PD	
					001.000.41.521.10.42.00	1,120.28
					iPhone/iPad Cell Service Planning	
					001.000.62.558.60.42.00	120.00
					iPhone/iPad Cell Service PW Admin	
					001.000.65.518.20.42.00	16.49
					iPhone/iPad Cell Service PW Admin	
					421.000.74.534.80.42.00	4.71
					iPhone/iPad Cell Service PW Admin	
					422.000.72.531.90.42.00	16.49
					iPhone/iPad Cell Service PW Admin	
					423.000.75.535.80.42.00	4.71
					iPhone/iPad Cell Service PW Admin	
					423.000.76.535.80.42.00	4.72
					iPhone/iPad Cell Service Street	
					111.000.68.542.90.42.00	231.78
					iPhone/iPad Cell Service Fleet	
					511.000.77.548.68.42.00	57.49
					iPhone/iPad Cell Service Water/Sewer	
					421.000.74.534.80.42.00	116.58
					iPhone/iPad Cell Service Water/Sewer	
					423.000.75.535.80.42.00	116.58
					iPhone/iPad Cell Service Sewer	
					423.000.75.535.80.42.00	268.29
					iPhone/iPad Cell Service Water	
					421.000.74.534.80.42.00	455.42
					iPhone/iPad Cell Service Storm	
					422.000.72.531.90.42.00	196.82
					iPhone/iPad Cell Service Street/Storm	
					111.000.68.542.90.42.00	200.00
					iPhone/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	549.76

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241221	3/5/2020	067865 VERIZON WIRELESS	(Continued)		iPhone/iPad Cell Service Parks Disco	
			9849071068		001.000.64.571.23.42.00	40.01
					C/A 772540262-00001	
					Cradlepoint 1 - Court/IT	
					512.000.31.518.88.42.00	153.75
					Trimble 2 - Engineering Storm	
					421.000.74.534.80.49.20	3.31
					Trimble 2 - Engineering Storm	
					422.000.72.531.90.49.20	3.31
					Trimble 2 - Engineering Storm	
					423.000.75.535.80.49.20	3.40
					Trimble 1 - Storm	
					422.000.72.531.90.42.00	1.28
					Lake Ballinger monitor	
					422.000.72.531.90.49.20	1.29
					Total :	9,601.63
241222	3/5/2020	067195 WASHINGTON TREE EXPERTS	I20-168		STREET - 830 SPRAGUE ST 2- MAP	
					STREET - 830 SPRAGUE ST 2- MAP	
					111.000.68.542.71.48.00	1,575.00
					10.4% Sales Tax	
					111.000.68.542.71.48.00	163.81
			I20-169		STREET - 18401 76TH AVE W REMC	
					STREET - 18401 76TH AVE W REMC	
					111.000.68.542.71.48.00	1,575.00
					10.4% Sales Tax	
					111.000.68.542.71.48.00	163.81
			I20-188		PM: TREE REMOVAL MAPLEWOOD	
					PM: TREE REMOVAL MAPLEWOOD	
					001.000.64.576.80.48.00	2,800.00
					10.4% Sales Tax	
					001.000.64.576.80.48.00	291.20
			I20-189		STREET - 22124 98TH AVE W REMC	
					STREET - 22124 98TH AVE W REMC	
					111.000.68.542.71.48.00	1,275.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241222	3/5/2020	067195 WASHINGTON TREE EXPERTS	(Continued)			
					10.4% Sales Tax	
					111.000.68.542.71.48.00	132.61
			I20-190		PM: TREE REMOVAL PINE RIDGE P	
					PM: TREE REMOVAL PINE RIDGE P	
					001.000.64.576.80.48.00	3,200.00
					10.4% Sales Tax	
					001.000.64.576.80.48.00	332.80
			I20-191		PM: TREE REMOVAL YOST PARK	
					PM: TREE REMOVAL YOST PARK	
					001.000.64.576.80.48.00	1,350.00
					10.4% Sales Tax	
					001.000.64.576.80.48.00	140.40
			I20-192		PM: TREE REMOVAL CITY PARK	
					PM: TREE REMOVAL CITY PARK	
					001.000.64.576.80.48.00	5,040.00
					10.4% Sales Tax	
					001.000.64.576.80.48.00	524.16
			I20-203		PM: TREE REMOVAL 950 MAIN STR	
					PM: TREE REMOVAL 950 MAIN STR	
					001.000.64.576.80.48.00	650.00
					10.4% Sales Tax	
					001.000.64.576.80.48.00	67.60
					Total :	19,281.39
241223	3/5/2020	064800 WEHOP	641967		FLOWER PROGRAM: PLANTS	
					FLOWER PROGRAM: PLANTS	
					125.000.64.576.80.31.00	1,862.42
					10.4% Sales Tax	
					125.000.64.576.80.31.00	193.69
					Total :	2,056.11
241224	3/5/2020	073552 WELCO SALES LLC	7781		DSD SUPPLIES	
					Correction Notices for inspectors	
					001.000.62.524.10.31.00	292.56

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241224	3/5/2020	073552 073552 WELCO SALES LLC	(Continued)		Total :	292.56
241225	3/5/2020	069691 WESTERN SYSTEMS	0000041538		76TH & 212TH SIGNAL UPGRADE IC 76TH & 212TH SIGNAL UPGRADE IC 126.000.68.542.64.41.00 Freight 126.000.68.542.64.41.00 10.4% Sales Tax 126.000.68.542.64.41.00	4,102.51 23.65 429.12
			0000041802-M		TRAFFIC - SIGNAL HEADS TRAFFIC - SIGNAL HEADS 111.000.68.542.64.31.00 Freight 111.000.68.542.64.31.00 10.4% Sales Tax 111.000.68.542.64.31.00	4,197.16 127.00 449.72
					Total :	9,329.16
241226	3/5/2020	064008 WETLANDS & WOODLANDS	29909		PM: PLANTS PM: PLANTS 001.000.64.576.80.31.00 10.4% Sales Tax 001.000.64.576.80.31.00	307.00 31.95
					Total :	338.95
241227	3/5/2020	072634 WHISTLE WORKWEAR	TR-504750		WATER - WORK WEAR J. DANIELS WATER - WORK WEAR J. DANIELS 421.000.74.534.80.31.00 9.8% Sales Tax 421.000.74.534.80.31.00	202.45 19.84
			TR-506008		WATER - WORK WEAR T. NELSON WATER - WORK WEAR T. NELSON 421.000.74.534.80.31.00 9.8% Sales Tax 421.000.74.534.80.31.00	219.95 21.56
			TR-508846		SEWER - WORK WEAR D. LEDER II	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241227	3/5/2020	072634 WHISTLE WORKWEAR	(Continued)		SEWER - WORK WEAR D. LEDER II 423.000.75.535.80.24.00 9.8% Sales Tax 423.000.75.535.80.24.00 Total :	184.45 18.08 666.33
241228	3/5/2020	075743 WHISTLE WORKWEAR OF SHORELINE	SHO-3756		STORM - WORK WEAR R. HILL STORM - WORK WEAR R. HILL 422.000.72.531.90.24.00 10.2% Sales Tax 422.000.72.531.90.24.00	344.60 35.15
			SHO-3757		SEWER - WORK WEAR D. CRAWFO SEWER - WORK WEAR D. CRAWFO 423.000.75.535.80.24.00 10.2% Sales Tax 423.000.75.535.80.24.00	197.95 20.15
			SHO-3766		SEWER - WORK WEAR C. SHAW SEWER - WORK WEAR C. SHAW 423.000.75.535.80.24.00 10.2% Sales Tax 423.000.75.535.80.24.00	213.25 21.75
			SHO-3768		SEWER - WORK WEAR S. MATTHE SEWER - WORK WEAR S. MATTHE 423.000.75.535.80.24.00 10.2% Sales Tax 423.000.75.535.80.24.00	175.45 17.90
			SHO-3790		WATER - WORK WEAR P. ROCHFO WATER - WORK WEAR P. ROCHFO 421.000.74.534.80.24.00 10.2% Sales Tax 421.000.74.534.80.24.00	224.95 22.90
			SHO-3821		SEWER - WORK WEAR D. CRAWFO SEWER - WORK WEAR D. CRAWFO 423.000.75.535.80.24.00 10.2% Sales Tax	4.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241228	3/5/2020	075743 WHISTLE WORKWEAR OF SHORELINE	(Continued)		423.000.75.535.80.24.00	0.46
Total :						1,279.09
241229	3/5/2020	063008 WSDOT	RE-41-JA9525L002		STREET - SNOW & ICE PRODUCTS	
					STREET - SNOW & ICE PRODUCTS	
					111.000.68.542.66.31.00	3,759.32
					10.2% Sales Tax	
					111.000.68.542.66.31.00	383.45
Total :						4,142.77
81 Vouchers for bank code : usbank						Bank total : 485,767.46
81 Vouchers in this report						Total vouchers : 485,767.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241328	3/16/2020	072739 O'REILLY AUTO PARTS	3685-456026		UNIT 14 - PARTS	
					UNIT 14 - PARTS	
					511.000.77.548.68.31.10	27.98
					10.4% Sales Tax	
					511.000.77.548.68.31.10	2.91
			3685-457185		UNIT 11 - PARTS	
					UNIT 11 - PARTS	
					511.000.77.548.68.31.10	48.80
					10.4% Sales Tax	
					511.000.77.548.68.31.10	5.08
			3685-457717		UNIT 49 - PARTS	
					UNIT 49 - PARTS	
					511.000.77.548.68.31.10	44.15
					10.4% Sales Tax	
					511.000.77.548.68.31.10	4.59
			3685-457761		FLEET - PARTS	
					FLEET - PARTS	
					511.000.77.548.68.31.10	29.32
					10.4% Sales Tax	
					511.000.77.548.68.31.10	3.05
			3685-457764		FLEET - PARTS RETURNED	
					FLEET - PARTS RETURNED	
					511.000.77.548.68.31.10	-29.32
					10.5% Sales Tax	
					511.000.77.548.68.31.10	-3.08
			3685-458688		UNIT 101 - PARTS	
					UNIT 101 - PARTS	
					511.000.77.548.68.31.10	7.69
					10.4% Sales Tax	
					511.000.77.548.68.31.10	0.80
			3685-458920		UNIT 15 - PARTS	
					UNIT 15 - PARTS	
					511.000.77.548.68.31.10	17.70
					10.4% Sales Tax	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241328	3/16/2020	072739 O'REILLY AUTO PARTS	(Continued)		511.000.77.548.68.31.10	1.84
Total :						161.51
241329	3/16/2020	063941 SNO CO SHERIFFS OFFICE	2020-6198		INV 2020-6198 EDMONDS PD - JAN INMATE PHYSICIAN VISIT 12/10/19 001.000.39.523.60.41.00	86.50
					INMATE MEDS - JAN 2020 001.000.39.523.60.31.00	327.72
					INMATE HOSPITAL SVCS 12/14/19 001.000.39.523.60.41.00	1,124.00
			2020-6198		CREDIT ON INVOICE 2020-6198 ED CREDIT ON NOV 2019 INMATE MEC 001.000.39.523.60.31.00	-9.88
Total :						1,528.34
2 Vouchers for bank code : usbank						Bank total : 1,689.85
2 Vouchers in this report						Total vouchers : 1,689.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241330	3/19/2020	065052 AARD PEST CONTROL	30970		WWTP: 3/17/20 PEST CONTROL SE 3/1720 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
241331	3/19/2020	061029 ABSOLUTE GRAPHIX	320122		P&R LEAGUE SHIRTS P&R LEAGUE SHIRTS 001.000.64.571.25.31.00 10.4% Sales Tax 001.000.64.571.25.31.00	279.98 29.12
					Total :	309.10
241332	3/19/2020	000850 ALDERWOOD WATER DISTRICT	10626		MONTHLY WHOLESALE WATER CH MONTHLY WHOLESALE WATER CH 421.000.74.534.80.33.00	 120,752.80
					Total :	120,752.80
241333	3/19/2020	077469 ALLEN, ROBERT	ALLEN 03/20 EXP CL		BOB ALLEN 03/2020 EXPENSE CLA PER DIEM KENNEWICK 3/1-3/4/20 001.000.41.521.40.43.00	 206.25
					Total :	206.25
241334	3/19/2020	071634 ALLSTREAM	16725921		C/A 768328 PR1-1 & 2 City Phone Service 512.000.31.518.88.42.00 Tourism Toll free lines 877.775.6929; 001.000.61.558.70.42.00 Econ Devlpmnt Toll free lines 001.000.61.558.70.42.00	 10.38 10.38
					Total :	980.08
241335	3/19/2020	001528 AM TEST INC	114519		WWTP: LAB TESTS FOR SAMPLES LAB TESTS FOR SAMPLES 20-A000	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241335	3/19/2020	001528 AM TEST INC	(Continued)			
			114611		423.000.76.535.80.41.00 WWTP: 503 METALS TEST FOR SAI 503 METALS TEST FOR SAMPLE 20	530.00
			114612		423.000.76.535.80.41.00 WWTP: LAB TESTS FOR SAMPLES LAB TESTS FOR SAMPLES 20-A001	110.00
			114613		423.000.76.535.80.41.00 WWTP: LAB TESTS FOR SAMPLES LAB TESTS FOR SAMPLES 20-A000	530.00
			114614		423.000.76.535.80.41.00 WWTP: 503 METALS TEST FOR SAI 503 METALS TEST FOR SAMPLE 20	530.00
					423.000.76.535.80.41.00 Total :	110.00 1,810.00
241336	3/19/2020	077495 AMERICAN MIXERS & PLANTS	1905342A		E181SR - CUSTOM 3 YARD SKID MC E181SR - CUSTOM 3 YARD SKID MC	
					111.000.68.594.42.64.00	12,875.00
					Total :	12,875.00
241337	3/19/2020	074306 AMWINS GROUP BENEFITS INC	6236843		APRIL RETIREE PREMIUMS FIRE PREMIUMS	
					617.000.51.517.20.23.10 LEOFF PREMIUMS	1,213.20
					009.000.39.517.20.23.10	6,991.21
					Total :	8,204.41
241338	3/19/2020	073573 ANIXTER	23K248882		FAC MAINT - SUPPLIES M137MC.SL FAC MAINT - SUPPLIES M137MC.SL	
					001.000.66.518.30.31.00 10.4% Sales Tax	2,123.60
			23K248970		001.000.66.518.30.31.00 FAC MAINT - SUPPLIES M137.MC.S	220.85
					FAC MAINT - SUPPLIES M137.MC.S 001.000.66.518.30.31.00	441.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241338	3/19/2020	073573 ANIXTER	(Continued)		10.4% Sales Tax 001.000.66.518.30.31.00	45.86
Total :						2,831.31
241339	3/19/2020	069751 ARAMARK UNIFORM SERVICES	1991667719		WWTP: 3/11/20 UNIFORMS,TOWELS 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 1991667720 PARKS MAINT UNIFORM SERVICE PARKS MAINT UNIFORM SERVICE 001.000.64.576.80.24.00 10.4% Sales Tax 001.000.64.576.80.24.00 1991673365 PUBLIC WORKS OMC LOBBY MATS PUBLIC WORKS OMC LOBBY MATS 001.000.65.518.20.41.00 PUBLIC WORKS OMC LOBBY MATS 111.000.68.542.90.41.00 PUBLIC WORKS OMC LOBBY MATS 421.000.74.534.80.41.00 PUBLIC WORKS OMC LOBBY MATS 422.000.72.531.90.41.00 PUBLIC WORKS OMC LOBBY MATS 423.000.75.535.80.41.00 PUBLIC WORKS OMC LOBBY MATS 511.000.77.548.68.41.00 10.4% Sales Tax 001.000.65.518.20.41.00 10.4% Sales Tax	51.48 2.65 5.35 0.28 56.56 5.88 1.61 6.11 6.11 6.11 6.11 6.08 0.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241339	3/19/2020	069751 ARAMARK UNIFORM SERVICES	(Continued)		111.000.68.542.90.41.00	0.64
					10.4% Sales Tax	
					421.000.74.534.80.41.00	0.64
					10.4% Sales Tax	
					422.000.72.531.90.41.00	0.64
					10.4% Sales Tax	
					423.000.75.535.80.41.00	0.64
					10.4% Sales Tax	
			1991673366		511.000.77.548.68.41.00	0.61
					FLEET DIVISION UNIFORMS & MATS	
					FLEET DIVISION MATS	
					511.000.77.548.68.41.00	19.10
					10.4% Sales Tax	
					511.000.77.548.68.24.00	0.99
					10.4% Sales Tax	
					511.000.77.548.68.41.00	1.99
					FLEET DIVISION UNIFORMS	
					511.000.77.548.68.24.00	9.56
					Total :	189.31
241340	3/19/2020	074007 ARROWHEAD FORENSICS	123980		INV 123980 - EDMONDS PD	
					EVIDENCE DRY CABINET	
					001.000.41.521.80.35.00	7,605.75
					WASHDOWN W/ HOTWATER ADAP	
					001.000.41.521.80.35.00	126.95
					REPLACEMENT CARBON FILTER	
					001.000.41.521.80.35.00	630.42
					REPLACEMENT EXHAUST PREFILT	
					001.000.41.521.80.35.00	98.80
					PREFILTERS FOR CABINET	
					001.000.41.521.80.35.00	155.80
					Freight	
					001.000.41.521.80.35.00	490.55
					Total :	9,108.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241341	3/19/2020	068245 ASSOCIATED EARTH SCIENCES INC	051108		E4FE.TO 19-01.SERVICES THRU 01 E4FE.TO 19-01.Services thru 01/15/2 422.000.72.594.31.41.00	1,115.00
					Total :	1,115.00
241342	3/19/2020	001801 AUTOMATIC WILBERT VAULT CO	64426		ROUGH BOX - SPECHT ROUGH BOX - SPECHT 130.000.64.536.20.34.00	586.00
					Total :	586.00
241343	3/19/2020	076923 BALINO, GIEANI	2/4-2/25 GYM MONITOR		2/4-2/25 VOLLEYBALL GYM MONITC 2/4-2/25/20 VOLLEYBALL GYM MON 001.000.64.571.25.41.00	104.00
			2/6-2/27 GYM MONITOR		2/6-2/27 VOLLEYBALL GYM MONITC 2/6-2/27/20 VOLLEYBALL GYM MON 001.000.64.571.25.41.00	156.00
			3/12/20 GYM MONITOR		3/12/20 VOLLEYBALL GYM MONITO 3/12/20 VOLLEYBALL GYM MONITO 001.000.64.571.25.41.00	39.00
			3/3/20 GYM MONITOR		3/3/20 VOLLEYBALL GYM MONITOF 3/3/20 VOLLEYBALL GYM MONITOF 001.000.64.571.25.41.00	39.00
					Total :	338.00
241344	3/19/2020	073834 BATTERIES PLUS	P24850656		WWTP: PO 241 - 12V BATTERIES & PO 241 - 12V BATTERIES & UPS BA 423.000.76.535.80.31.00 10.4% Sales Tax 423.000.76.535.80.31.00	1,390.60
					Total :	1,535.20
241345	3/19/2020	069226 BHC CONSULTANTS LLC	0012000		WWTP: TO 4.2019 2/22-3/12/20 TO 4.2019 2/22-3/12/20 423.000.76.535.80.41.00	1,516.80
					Total :	1,516.80
241346	3/19/2020	074307 BLUE STAR GAS	1164739-IN		FLEET - AUTO PROPANE 613.0 GAL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241346	3/19/2020	074307 BLUE STAR GAS	(Continued)		FLEET - AUTO PROPANE 613.0 GAL 511.000.77.548.68.34.12	836.21
			1165723-IN		FLEET - AUTO PROPANE 441.1 GAL FLEET - AUTO PROPANE 441.1 GAL 511.000.77.548.68.34.12	604.66
					Total :	1,440.87
241347	3/19/2020	077243 BPAS	1000760636		MONTHLY PARTICIPANT FEE - FEBI Monthly Active Participant Fee 001.000.39.518.61.49.00	328.71
					Monthly Active Participant Fee 111.000.68.542.61.49.00	144.21
					Monthly Active Participant Fee 421.000.74.534.80.49.00	27.12
					Monthly Active Participant Fee 422.000.72.531.90.49.00	31.75
					Monthly Active Participant Fee 423.000.75.535.80.49.00	31.75
					Monthly Active Participant Fee 423.000.76.535.80.49.00	67.47
					Monthly Active Participant Fee 511.000.77.548.68.49.00	30.45
					Total :	661.50
241348	3/19/2020	072571 BUILDERS EXCHANGE	1065175		E7JA.PUBLISH PROJECT ONLINE E7JA.,Publish Project Online 421.000.74.594.34.41.00	74.25
					Total :	74.25
241349	3/19/2020	076240 CADMAN MATERIALS INC	1709360		STREET - SUPPLIES STREET - SUPPLIES 111.000.68.542.61.31.00	566.85
			5669344		7.8% Sales Tax 111.000.68.542.61.31.00 ROADWAY - ASPHALT	44.22

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241349	3/19/2020	076240 CADMAN MATERIALS INC	(Continued)		ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	211.09
					10.0% Sales Tax	
					111.000.68.542.31.31.00	21.11
		5669694			ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	673.21
					10.0% Sales Tax	
					111.000.68.542.31.31.00	67.32
		5670357			ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	284.57
					10.0% Sales Tax	
					111.000.68.542.31.31.00	28.46
		5670715			ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	337.61
					10.0% Sales Tax	
					111.000.68.542.31.31.00	33.76
		5671072			ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	363.75
					10.0% Sales Tax	
					111.000.68.542.31.31.00	36.38
		5671419			ROADWAY - ASPHALT	
					ROADWAY - ASPHALT	
					111.000.68.542.31.31.00	330.21
					10.0% Sales Tax	
					111.000.68.542.31.31.00	33.02
					Total :	3,031.56
241350	3/19/2020	077353 CAPITOL CONSULTING LLC	004		STATE LOBBYIST FOR MARCH 2020	
					State Lobbyist for March 2020	
					001.000.61.511.70.41.00	3,750.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241350	3/19/2020	077353 077353 CAPITOL CONSULTING LLC	(Continued)		Total :	3,750.00
241351	3/19/2020	003510 CENTRAL WELDING SUPPLY	LY286955		FLEET - SUPPLIES FLEET - SUPPLIES 511.000.77.548.68.31.20 10.5% Sales Tax 511.000.77.548.68.31.20	292.82 30.74
					Total :	323.56
241352	3/19/2020	063902 CITY OF EVERETT	I20001096		WATER QUALITY LAB ANALYSIS WATER QUALITY LAB ANALYSIS 421.000.74.534.80.41.00	1,668.60
					Total :	1,668.60
241353	3/19/2020	076914 CM DESIGN GROUP LLC	20006		E0CA.SERVICES THRU 3/7/20 E0CA.Services thru 3/7/20 112.000.68.542.30.41.00 E0CA.Services thru 3/7/20 125.000.68.542.30.41.00 E0CA.Services thru 3/7/20 126.000.68.542.30.41.00 E0CA.Services thru 3/7/20 421.000.74.542.30.41.00	7,939.09 6,355.09 4,790.17 1,218.15
					Total :	20,302.50
241354	3/19/2020	073135 COGENT COMMUNICATIONS INC	MAR-2020		C/A CITYOFED00001 Mar-2020 Fiber Optics Internet 512.000.31.518.87.42.00	659.91
					Total :	659.91
241355	3/19/2020	005965 CUES INC	555304		SEWER - SOFTWARE PREMIUM SEWER - SOFTWARE PREMIUM 423.000.75.535.80.48.00	2,500.00
			555843		SEWER - PARTS SEWER - PARTS 423.000.75.535.80.31.00	349.36

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241355	3/19/2020	005965 CUES INC	(Continued)		Freight 423.000.75.535.80.31.00 10.4% Sales Tax 423.000.75.535.80.31.00 Total :	35.26 39.99 2,924.61
241356	3/19/2020	060914 CUMMINS NORTHWEST LLC	01-68896		UNIT G09- REPLACED CONTROL UNIT G09- REPLACED CONTROL 511.000.77.548.68.48.00 10.4% Sales Tax 511.000.77.548.68.48.00 Total :	3,700.04 384.80 4,084.84
241357	3/19/2020	006200 DAILY JOURNAL OF COMMERCE	3356516		E0DC.RFQ ADVERTISEMENT E0DC.RFQ Advertisement 001.000.67.518.21.41.00 Total :	432.60 432.60
241358	3/19/2020	077468 DAPHNE R SCHNEIDER AND ASSOC.	2020-1		CONSULTANT FEES CITY CLERK CONSULTANT FEES 001.000.25.514.30.41.00 CITY CLERK CONSULTANT FEES 001.000.22.518.10.41.00 Total :	1,721.88 1,721.87 3,443.75
241359	3/19/2020	006626 DEPT OF ECOLOGY	2020WA0024058#2		WWTP: 2ND HALF 2020 WASTEWATER 2ND HALF 2020 WASTEWATER PE 423.000.76.535.80.41.50 Total :	29,363.04 29,363.04
241360	3/19/2020	047450 DEPT OF INFORMATION SERVICES	2020020035		CUSTOMER ID# D200-0 SWV#0098 Scan Services for February 2020 512.000.31.518.88.42.00 Total :	285.00 285.00
241361	3/19/2020	064531 DINES, JEANNIE	20-4003		CITY COUNCIL, FINANCE, AND PPV	

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241361	3/19/2020	064531 DINES, JEANNIE	(Continued)		city council meeting minutes and 001.000.25.514.30.41.00	338.40
Total :						338.40
241362	3/19/2020	076172 DK SYSTEMS	25371		PUBLIC WORKS - REPLACED ECOI PUBLIC WORKS - REPLACED ECOI 001.000.66.518.30.48.00 PREVAILING WAGE 001.000.66.518.30.48.00 Freight 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00 25408 FIRE STATION 17 - REPLACED WAT FIRE STATION 17 - REPLACED WAT 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00	1,427.60 20.00 20.28 150.59
Total :						5,570.85
241363	3/19/2020	070244 DUANE HARTMAN & ASSOCIATES INC	20-2991.1		E7MA.SERVICES THRU 3/8/2020 E7MA.Services thru 3/8/2020 332.000.64.594.76.41.00 E7MA.Services thru 3/8/2020 125.000.64.594.76.41.00 E7MA.Services thru 3/8/2020 126.000.64.594.76.41.00	1,292.19 1,092.90 728.61
Total :						3,113.70
241364	3/19/2020	007253 DUNN LUMBER	6969810		PM: SUPPLIES ACCT E000027 PM: SUPPLIES: BEARING PLATE, C 001.000.64.576.80.31.00 10.2% Sales Tax 001.000.64.576.80.31.00	50.98 5.20

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241364	3/19/2020	007253 007253 DUNN LUMBER	(Continued)		Total :	56.18
241365	3/19/2020	077470 DVORAK INSTRUMENTS INC	7334		INV 7334- EDMONDS PD HAND GUN STRIKERS 001.000.41.521.40.31.00 TRS PISTOL CARE KITS 001.000.41.521.40.31.00 TRS PISTOL CARE KITS- FILL MAG 001.000.41.521.40.31.00 OIL BOTTLE 001.000.41.521.40.31.00 TRS - WHITE TUBE 001.000.41.521.40.31.00 MAG GASKET (BLACK) 001.000.41.521.40.31.00 STRIKER O RING 001.000.41.521.40.31.00 LASER O RING 001.000.41.521.40.31.00 PISTON O RING 001.000.41.521.40.31.00 TAILPIECE O RING 001.000.41.521.40.31.00 BARREL O RING 001.000.41.521.40.31.00 PUNCTURE PIN GASKET 001.000.41.521.40.31.00 BALL BEARING 001.000.41.521.40.31.00 VALVE BARREL BALL 001.000.41.521.40.31.00 ROUND WRENCH 001.000.41.521.40.31.00 LASER SPRING 001.000.41.521.40.31.00	75.00 25.00 25.00 5.00 5.00 3.00 1.50 1.50 1.50 1.50 1.50 1.50 3.00 0.60 0.60 12.50 5.00

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241365	3/19/2020	077470 DVORAK INSTRUMENTS INC	(Continued)		INTERNAL VALVE SPRING 001.000.41.521.40.31.00 Freight 001.000.41.521.40.31.00 Total :	5.00 12.90 185.10
241366	3/19/2020	007775 EDMONDS CHAMBER OF COMMERCE	5138644920		2020 ANNUAL MEMBERSHIP DUES 2020 Annual membership dues 001.000.39.513.10.49.00 P&R: PREFERRED BUSINESS DIRE P&R: PREFERRED BUSINESS DIRE 001.000.64.571.22.41.40 Total :	 730.00 545.00 1,275.00
241367	3/19/2020	076610 EDMONDS HERO HARDWARE	1601		FAC MAINT - SUPPLIES FAC MAINT - SUPPLIES 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00 E.O.C. COVID - M137.MC.SUP - SUF E.O.C. COVID - M137.MC.SUP - SUF 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00 Total :	 11.30 1.10 16.90 1.70 31.20
241368	3/19/2020	008705 EDMONDS WATER DIVISION	5-00080		IRRIGATION AT HWY 99/CITY LINE IRRIGATION AT HWY 99/CITY LINE 001.000.64.576.80.47.00 INTERURBAN TRAIL INTERURBAN TRAIL 001.000.64.576.80.47.00 Total :	 52.80 52.80 105.70
241369	3/19/2020	077143 ENVIROISSUES INC	165-007-000-10		E5JB.SERVICES THRU 2/29/2020	

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241369	3/19/2020	077143 ENVIROISSUES INC	(Continued)		E5JB.Services thru 2/29/2020 421.000.74.594.34.41.00	1,021.80
					E5JB.Services thru 2/29/2020 423.000.75.594.35.41.00	1,021.80
					E5JB.Services thru 2/29/2020 422.000.72.594.31.41.00	1,021.80
					Total :	3,065.50
241370	3/19/2020	076992 ENVIRONMENTAL WORKS	1		PROFESSIONAL SERVICES: EBB TI PROFESSIONAL SERVICES: EBB TI 001.000.64.571.21.41.00	910.00
			12		E7MA.SERVICES THRU 2/29/2020 E7MA.Services thru 2/29/2020 332.000.64.594.76.41.00	7,400.00
					E7MA.Services thru 2/29/2020 126.000.64.594.76.41.00	4,172.50
					E7MA.Services thru 2/29/2020 125.000.64.594.76.41.00	6,258.80
					Total :	18,741.50
241371	3/19/2020	074345 EUROFINS EATON ANALYTICAL LLC	L0500266		WATER QUALITY TESTING WATER QUALITY TESTING 421.000.74.534.80.41.00	600.00
					Total :	600.00
241372	3/19/2020	009350 EVERETT DAILY HERALD	EDH892392		ORDINANCE 4173 AND 4174 city ordinance 4173 and 4174 001.000.62.558.60.41.40	39.80
			EDH892497		E0DC.RFQ ADVERTISEMENT E0DC.RFQ Advertisement 001.000.67.518.21.41.00	188.20
			EDH893282		CITY ORDINANCE 4175 city ordinance 4175 001.000.62.558.60.41.40	36.20

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241372	3/19/2020	009350	009350 EVERETT DAILY HERALD	(Continued)		
					Total :	264.26
241373	3/19/2020	066378	FASTENAL COMPANY	WAMOU58015	WATER - SUPPLIES	
					WATER - SUPPLIES	
					421.000.74.534.80.31.00	926.35
					10.4% Sales Tax	
					421.000.74.534.80.31.00	96.34
				WAMOU58101	PM: SUPPLIES	
					PM: SUPPLIES	
					001.000.64.576.80.31.00	24.70
					10.4% Sales Tax	
					001.000.64.576.80.31.00	2.57
				WAMOU58144	WATER - SUPPLIES	
					WATER - SUPPLIES	
					421.000.74.534.80.31.00	17.30
					10.4% Sales Tax	
					421.000.74.534.80.31.00	1.80
				WAMOU58145	WATER - PARTS	
					WATER - PARTS	
					421.000.74.534.80.31.00	6.07
					10.4% Sales Tax	
					421.000.74.534.80.31.00	0.63
				WAMOU58153	WATER - PARTS	
					WATER - PARTS	
					421.000.74.534.80.31.00	32.11
					10.4% Sales Tax	
					421.000.74.534.80.31.00	3.34
					Total :	1,111.19
241374	3/19/2020	009815	FERGUSON ENTERPRISES INC	0852428	WATER - PARTS	
					WATER - PARTS	
					421.000.74.534.80.48.00	2,635.05
					10.4% Sales Tax	
					421.000.74.534.80.48.00	274.05
					Total :	2,909.10

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241375	3/19/2020	071998 FOSTER, KELSEY	BID-8400		BID/ED! COPYWRITING FOR MARC BID/Ed! Copywriting for March 20, 20: 140.000.61.558.70.41.00	600.00
Total :						600.00
241376	3/19/2020	011900 FRONTIER	253-011-1177		PUBLIC WORKS OMC RADIO LINE PUBLIC WORKS OMC RADIO LINE 001.000.65.518.20.42.00	6.45
					PUBLIC WORKS OMC RADIO LINE 111.000.68.542.90.42.00	24.45
					PUBLIC WORKS OMC RADIO LINE 421.000.74.534.80.42.00	24.45
					PUBLIC WORKS OMC RADIO LINE 423.000.75.535.80.42.00	24.45
					PUBLIC WORKS OMC RADIO LINE 511.000.77.548.68.42.00	24.45
					PUBLIC WORKS OMC RADIO LINE 422.000.72.531.90.42.00	24.45
			425-712-0417		TELEMETRY CIRCUIT LINE TELEMETRY CIRCUIT LINE 421.000.74.534.80.42.00	36.35
					TELEMETRY CIRCUIT LINE 423.000.75.535.80.42.00	36.35
			425-712-8251		PUBLIC WORKS OMC ALARM, FAX, PUBLIC WORKS OMC FIRE AND IN 001.000.65.518.20.42.00	17.17
					PUBLIC WORKS OMC FIRE AND IN 111.000.68.542.90.42.00	85.85
					PUBLIC WORKS OMC FIRE AND IN 421.000.74.534.80.42.00	72.10
					PUBLIC WORKS OMC FIRE AND IN 423.000.75.535.80.42.00	72.10
					PUBLIC WORKS OMC FIRE AND IN 511.000.77.548.68.42.00	96.11
			425-745-4313		CLUBHOUSE ALARM LINES 6801 M	

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241376	3/19/2020	011900 FRONTIER	(Continued)		CLUBHOUSE FIRE AND INTRUSION	
					001.000.66.518.30.42.00	140.35
			425-775-1344		425-775-1344 RANGER STATION	
					425-775-1344 RANGER STATION	
					001.000.64.571.23.42.00	73.48
			425-775-7865		UTILITY BILLING RADIO LINE	
					UTILITY BILLING RADIO LINE TO FI	
					421.000.74.534.80.42.00	72.50
			425-776-5316		425-776-5316 PARKS MAINT FAX LII	
					425-776-5316 PARKS MAINT FAX LII	
					001.000.64.576.80.42.00	108.90
					Total :	939.71
241377	3/19/2020	012198 GFOA	0253002		MEMBERSHIP #53553002 S JAMES	
					Membership for S James & D Turley	
					001.000.31.514.23.49.00	152.50
					Membership for S James & D Turley	
					001.000.31.514.20.49.00	152.50
					Total :	305.00
241378	3/19/2020	012199 GRAINGER	9462846032		PM SUPPLIES: SAFETY SLEEVE, W	
					PM SUPPLIES: SAFETY SLEEVE, W	
					001.000.64.576.80.31.00	199.08
					10.4% Sales Tax	
					001.000.64.576.80.31.00	20.72
			9462846040		PM SUPPLIES: BLEACH	
					PM SUPPLIES: BLEACH	
					001.000.64.576.80.31.00	7.86
					10.4% Sales Tax	
					001.000.64.576.80.31.00	0.82
					Total :	228.48
241379	3/19/2020	074722 GUARDIAN SECURITY SYSTEMS	998974		OLD PW - SECURITY	
					OLD PW - SECURITY	
					001.000.66.518.30.48.00	55.00

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241379	3/19/2020	074722 GUARDIAN SECURITY SYSTEMS	(Continued)			
					001.000.66.518.30.48.00	5.73
					Total :	60.73
241380	3/19/2020	012560 HACH COMPANY	11862966		WWTP: PO 206 - COMPOSITE SAM PO 206 - COMPOSITE SAMPLER & 423.000.76.535.80.31.00 Freight	5,224.10
					423.000.76.535.80.31.00 10.4% Sales Tax	241.00
					423.000.76.535.80.31.00	568.37
			11867645		WWTP: PO 217 - DIGITAL ORP SEN PO 217 - DIGITAL ORP SENSOR DR 423.000.76.535.80.48.00 Freight	1,208.00
					423.000.76.535.80.48.00 10.4% Sales Tax	73.94
					423.000.76.535.80.48.00	133.32
			11876714		WWTP: PO 242 - NUTRIENT BFS SC PO 242 - NUTRIENT BFS SOLN 3 & I 423.000.76.535.80.31.00 Freight	773.16
					423.000.76.535.80.31.00 10.4% Sales Tax	73.94
					423.000.76.535.80.31.00	88.09
					Total :	8,383.92
241381	3/19/2020	074804 HARLES, JANINE	527285		PHOTOGRAPHY - MARCH 2020 Photography for March 2020 001.000.61.558.70.41.00	200.00
					Total :	200.00
241382	3/19/2020	060985 HARRINGTON INDUSTRIAL PLASTICS	007K8722		WWTP: PO 239 - VALVE BALL PO 239 - VALVE BALL 423.000.76.535.80.48.00	1,143.80

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241382	3/19/2020	060985 HARRINGTON INDUSTRIAL PLASTICS	(Continued)		Freight 423.000.76.535.80.48.00 10.4% Sales Tax 423.000.76.535.80.48.00	41.69 123.30
Total :						1,308.79
241383	3/19/2020	072647 HERRERA ENVIRONMENTAL	45822		E7MA.SERVICES THRU 12/27/2019 E7MA.Services thru 12/27/19 332.000.64.594.76.41.00 E7MA.Services thru 12/27/19 126.000.64.594.76.41.00 E7MA.Services thru 12/27/19 125.000.64.594.76.41.00 Sno. County Easement Trail.Services 001.000.64.571.21.41.00	67.64 38.14 57.20 949.50
Total :						1,112.48
241384	3/19/2020	074966 HIATT CONSULTING LLC	2019-210		TOURISM PROMOTION AND MARKETING Tourism promotion and marketing for 120.000.31.575.42.41.00 Tourism website maintenance for Mar 120.000.31.575.42.41.00	1,666.00 200.00
Total :						1,866.00
241385	3/19/2020	067862 HOME DEPOT CREDIT SERVICES	7050026		WWTP: PO 228 - POLY SHEETING, PO 228 - POLY SHEETING, LIQUID S 423.000.76.535.80.31.00 10.2% Sales Tax 423.000.76.535.80.31.00	189.88 19.37
			9521554		WWTP: PO 228 - WRENCH SETS PO 228 - WRENCH SETS - picked up 423.000.76.535.80.35.00 10.2% Sales Tax 423.000.76.535.80.35.00	74.94 7.64

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241385	3/19/2020	067862	067862 HOME DEPOT CREDIT SERVICES (Continued)		Total :	291.85
241386	3/19/2020	075966	HULBERT, CARRIE	BID-0320ED	BID/ED! PROGRAM MANAGEMENT BID/Ed! program management service 140.000.61.558.70.41.00	2,766.67
					Total :	2,766.67
241387	3/19/2020	076488	HULBERT, MATTHEW STIEG	BID-ED2020-03	BID/ED! PHOTOGRAPHY FOR MAR BID/Ed! photography for March 2020 140.000.61.558.70.41.00	600.00
					Total :	600.00
241388	3/19/2020	060165	HWA GEOSCIENCES INC	30169	E5JB.SERVICES THRU 2/28/2020 E5JB.Services thru 2/28/2020 421.000.74.594.34.41.00 E5JB.Services thru 2/28/2020 423.000.75.594.35.41.00 E5JB.Services thru 2/28/2020 422.000.72.594.31.41.00	4,553.64 4,553.64 4,553.64
					Total :	13,660.92
241389	3/19/2020	073548	INDOFF INCORPORATED	3350737	WWTP: PO 237 - C-FOLD TOWELS po 237 - C-FOLD TOWELS 423.000.76.535.80.31.00 10.4% Sales Tax	119.97
				3352529	423.000.76.535.80.31.00 WWTP: PO 244 - COPY PAPER PO 244 - COPY PAPER 423.000.76.535.80.31.00 10.4% Sales Tax 423.000.76.535.80.31.00	12.48 42.95 4.47
					Total :	179.91
241390	3/19/2020	014940	INTERSTATE BATTERY SYSTEMS	1905702016809	INV 1905702016809- EDMONDS PD 1.5 V ALK AA BATTERIES - 24PK 001.000.41.521.22.31.00	57.84

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241390	3/19/2020	014940 INTERSTATE BATTERY SYSTEMS	(Continued)		10.4% Sales Tax	
					001.000.41.521.22.31.00	6.02
			300-10069688		EOC COVID-19 M137.MC.SUP	
					EOC COVID-19 M137.MC.SUP	
					001.000.66.518.30.31.00	359.60
					10.4% Sales Tax	
					001.000.66.518.30.31.00	37.40
					Total :	460.82
241391	3/19/2020	068816 JOHNSON CONTROLS FIRE PROT LP	86500623		WWTP: CREDIT INV 92074960 ISSU	
					CREDIT INV 92074960 ISSUED DUE	
					423.000.76.535.80.48.00	55.00
					10.4% Sales Tax	
					423.000.76.535.80.48.00	5.72
			86585582		WWTP: WRONG PRICE/SERVICE -	
					WRONG PRICE/SERVICE - TAX WR	
					423.000.76.535.80.48.00	411.12
			86608029		WWTP: 1 FIRE EXTINGUISHER REF	
					1 FIRE EXTINGUISHER REPLACEM	
					423.000.76.535.80.48.00	45.00
					10.4% Sales Tax	
					423.000.76.535.80.48.00	4.68
			92074960		WWTP: 2/25/20 CREDIT FOR INV 86	
					2/25/20 CREDIT FOR INV 86500623	
					423.000.76.535.80.48.00	-55.00
					10.4% Sales Tax	
					423.000.76.535.80.48.00	-5.72
			92077216		WWTP: 3/3/20 CREDIT FOR INV 865	
					3/3/20 CREDIT FOR INV 86585582-V	
					423.000.76.535.80.41.00	-411.12
					Total :	49.68
241392	3/19/2020	075265 KBA INC	3005117		E7MA.SERVICES THRU 2/29/2020	
					E7MA.Services thru 2/29/2020	
					332.000.64.594.76.41.00	8,455.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241392	3/19/2020	075265 KBA INC	(Continued)		E7MA.Services thru 2/29/2020 126.000.64.594.76.41.00	4,767.96
					E7MA.Services thru 2/29/2020 125.000.64.594.76.41.00	7,151.96
					Total :	20,375.88
241393	3/19/2020	072650 KCDA PURCHASING COOPERATIVE	300474882		INV 300474882 - CUST - 100828- ED PAWS ANTIBACTERIAL WIPES-100/ 001.000.41.521.22.31.00	44.16
					HANDLING FEE 001.000.41.521.22.31.00	15.48
					10.4% Sales Tax 001.000.41.521.22.31.00	4.59
			300475012		INV 300475012 - CUST 100828- EDM PAWS ANTIBACTERIAL WIPES-100/ 001.000.41.521.22.31.00	44.16
					1 GAL HAND SANITIZER 001.000.41.521.22.31.00	20.00
					HAND SANITIZER DISPENSER 001.000.41.521.22.31.00	3.66
					HANDLING FEE 001.000.41.521.22.31.00	23.36
					10.4% Sales Tax 001.000.41.521.22.31.00	7.05
					Total :	162.46
241394	3/19/2020	072976 KOMPAN INC	INV99622		HICKMAN PARK SUPPLIES HICKMAN PARK SUPPLIES 001.000.64.576.80.31.00	62.00
					10.4% Sales Tax 001.000.64.576.80.31.00	6.45
					Total :	68.45
241395	3/19/2020	016850 KUKER RANKEN INC	INV-060177		MEASURING TAPE & ORANGE PAINT 25' Measuring Tape for Russell Lynch	

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241395	3/19/2020	016850 KUKER RANKEN INC	(Continued)		001.000.67.518.21.49.00 Glo Orange Paint for Jack Carlock 001.000.67.518.21.49.00 10.4% Sales Tax 001.000.67.518.21.49.00 Total :	16.20 5.74 2.28 24.22
241396	3/19/2020	073603 LIGHTHOUSE LAW GROUP PLLC	Mar-2020		03-2020 LEGALS FEES 03-2020 Legal fees 001.000.36.515.31.41.00 Total :	 49,883.00 49,883.00
241397	3/19/2020	075716 MALLORY PAINT STORE INC	E0119134		COVID-19 SUPPLIES - M137.MC.SU COVID-19 SUPPLIES - M137.MC.SU 001.000.66.518.30.31.00 10.2% Sales Tax 001.000.66.518.30.31.00 Total :	 185.89 18.96 204.85
241398	3/19/2020	072223 MILLER, DOUG	2/4-2/25 GYM ATTEND 2/5-2/26 GYM MONITOR 3/3/20 GYM MONITOR 3/4/20 GYM MONITOR		2/4-2/25/20 PICKLEBALL GYM ATTEI 2/4-2/25/20 PICKLEBALL GYM ATTEI 001.000.64.571.25.41.00 2/5-2/26/20 BASKETBALL GYM MON 2/5-2/26/20 BASKETBALL GYM MON 001.000.64.571.25.41.00 3/3/20 BASKETBALL GYM MONITOF 3/3/20 BASKETBALL GYM MONITOF 001.000.64.571.25.41.00 3/4/20 BASKETBALL GYM MONITOF 3/4/20 BASKETBALL GYM MONITOF 001.000.64.571.25.41.00 Total :	 130.00 130.00 32.50 32.50 325.00
241399	3/19/2020	020900 MILLERS EQUIP & RENT ALL INC	321139		ROADWAY - GARDEN SPRAYER ROADWAY - GARDEN SPRAYER	

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241399	3/19/2020	020900 MILLERS EQUIP & RENT ALL INC	(Continued)		111.000.68.542.31.31.00	43.90
					10.4% Sales Tax	
					111.000.68.542.31.31.00	4.57
					Total :	48.47
241400	3/19/2020	067834 NATIONAL CONSTRUCTION RENTALS	5675786		PM: CIVIC STADIUM PANELS	
					PM: CIVIC STADIUM PANELS	
					001.000.64.576.80.45.00	492.48
					10.4% Sales Tax	
					001.000.64.576.80.45.00	51.22
					Total :	543.70
241401	3/19/2020	064570 NATIONAL SAFETY INC	0571533-IN		WATER/ SEWER - SUPPLIES	
					WATER/ SEWER - SUPPLIES	
					421.000.74.534.80.31.00	12.15
					WATER/ SEWER - SUPPLIES	
					423.000.75.535.80.31.00	12.15
					10.4% Sales Tax	
					421.000.74.534.80.31.00	1.27
					10.4% Sales Tax	
					423.000.75.535.80.31.00	1.26
					Total :	26.83
241402	3/19/2020	024001 NC MACHINERY	S3053401		UNIT E181SR - FLIP OVER FORKS	
					UNIT E181SR - FLIP OVER FORKS	
					111.000.68.594.42.64.00	3,913.00
					10.4% Sales Tax	
					111.000.68.594.42.64.00	406.95
			SECS0690295		UNIT 101 - PARTS	
					UNIT 101 - PARTS	
					511.000.77.548.68.31.10	41.80
					Freight	
					511.000.77.548.68.31.10	20.21
					10.4% Sales Tax	
					511.000.77.548.68.31.10	6.45

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241402	3/19/2020	024001 024001 NC MACHINERY	(Continued)			
					Total :	4,388.41
241403	3/19/2020	024302 NELSON PETROLEUM	0724766-IN		FLEET - FILTERS	
					FLEET - FILTERS	
					511.000.77.548.68.34.40	49.40
					10.4% Sales Tax	
					511.000.77.548.68.34.40	5.14
					Total :	54.54
241404	3/19/2020	024910 NORMED	24808-808560		INV 24808-808560- EDMONDS PD	
					NITRILE GLOVES - SMALL	
					001.000.41.521.22.31.00	116.20
					NITRILE GLOVES - XL	
					001.000.41.521.22.31.00	116.20
					NITRILE GLOVES - LARGE	
					001.000.41.521.22.31.00	58.10
					NITRILE GLOVES - MED	
					001.000.41.521.22.31.00	58.10
					10.4% Sales Tax	
					001.000.41.521.22.31.00	36.25
					Total :	384.85
241405	3/19/2020	075542 NORTHWEST LANDSCAPE SUPPLY	3702		PM: TURF MIX	
					PM: TURF MIX	
					001.000.64.576.80.31.00	40.00
					10.4% Sales Tax	
					001.000.64.576.80.31.00	4.16
					Total :	44.16
241406	3/19/2020	072739 O'REILLY AUTO PARTS	3685-459622		UNIT 14 - PARTS	
					UNIT 14 - PARTS	
					511.000.77.548.68.31.10	34.88
					10.4% Sales Tax	
					511.000.77.548.68.31.10	3.63
			3685-459666		UNIT 107-SWR - PARTS	
					UNIT 107-SWR - PARTS	

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241406	3/19/2020	072739 O'REILLY AUTO PARTS	(Continued)		511.000.77.548.68.31.10	49.75
					10.4% Sales Tax	
			3685-460022		511.000.77.548.68.31.10	5.17
					UNIT 22- PARTS	
					UNIT 22- PARTS	
					511.000.77.548.68.31.10	45.27
					10.4% Sales Tax	
					511.000.77.548.68.31.10	4.71
					Total :	143.39
241407	3/19/2020	069633 PET PROS	180		INV 180- EDMONDS PD	
					DOG FOOD - ACE	
					001.000.41.521.26.31.00	83.95
					DOG FOOD- ACE - GOV DISC	
					001.000.41.521.26.31.00	96.45
					10.5% Sales Tax	
					001.000.41.521.26.31.00	18.95
					Total :	199.45
241408	3/19/2020	007800 PETTY CASH	01/20 -3/20		1/20 - 3/20 PETTY CASH	
					Mileage to Costco - Maureen Judge	
					001.000.11.511.60.43.00	16.16
					Snacks & Coffee for MBP Mgt commit	
					001.000.62.524.20.49.00	63.81
					Mileage to training in Mount Vernon -	
					001.000.67.518.21.43.00	60.38
					Parking & mileage to ICC meeting in	
					001.000.67.518.21.43.00	31.47
					Parking in Seattle - Shane Hope	
					001.000.62.524.10.43.00	4.00
					Total :	175.87
241409	3/19/2020	069198 PNCWA WESTERN WA REGION	2020-EDM		WWTP: 2020 MEMBERS RENEWAL	
					2020 MEMBERS RENEWALS (12 ST	
					423.000.76.535.80.49.00	120.00

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241409	3/19/2020	069198 069198 PNCWA WESTERN WA REGION	(Continued)		Total :	120.00
241410	3/19/2020	029800 PRINZ, DANIEL	22		REIMBURSEMENT REIMBURSEMENT 009.000.39.517.20.23.00	2,527.79
					Total :	2,527.79
241411	3/19/2020	064088 PROTECTION ONE	133183156		ALARM MONITORING CITY HALL ALARM MONITORING CITY HALL 12 001.000.66.518.30.42.00	129.00
			133183157		FIRE INSPECTION - CITY HALL FIRE INSPECTION - CITY HALL 121 001.000.66.518.30.41.00	84.88
			133366799		ALARM MONITORING PUBLIC WOR ALARM MONITORING PUBLIC WOR 421.000.74.534.80.42.00	50.94
					ALARM MONITORING PUBLIC WOR 423.000.75.535.80.42.00	50.94
					ALARM MONITORING PUBLIC WOR 422.000.72.531.90.42.00	45.84
					ALARM MONITORING PUBLIC WOR 111.000.68.542.90.42.00	58.58
					ALARM MONITORING PUBLIC WOR 511.000.77.548.68.42.00	25.47
					ALARM MONITORING PUBLIC WOR 001.000.65.518.20.42.00	22.92
			133366800		FIRE INSPECTION - PUBLIC WORK Fire Inspection - Public Works OMC 7 421.000.74.534.80.41.00	32.90
					Fire Inspection - Public Works OMC 7 423.000.75.535.80.41.00	32.90
					Fire Inspection - Public Works OMC 7 422.000.72.531.90.41.00	29.64
					Fire Inspection - Public Works OMC 7 111.000.68.542.90.41.00	37.87
					Fire Inspection - Public Works OMC 7	

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241411	3/19/2020	064088 PROTECTION ONE	(Continued)		511.000.77.548.68.41.00 Fire Inspection - Public Works OMC 7 001.000.65.518.20.41.00 Total :	16.46 14.81 633.27
241412	3/19/2020	030400 PUGET SOUND CLEAN AIR AGENCY	033		Q2-2020 CLEAN AIR ASSESSMENT Q2-20 Clean Air Assessment per RCV 001.000.39.553.70.41.50 Total :	9,255.75 9,255.75
241413	3/19/2020	062657 REGIONAL DISPOSAL COMPANY	53457		E7MA.CONTAMINATED SOIL DISPO E7MA.Contaminated Soil Disposal 332.000.64.594.76.41.00 E7MA.Contaminated Soil Disposal 126.000.64.594.76.41.00 E7MA.Contaminated Soil Disposal 125.000.64.594.76.41.00 Total :	6,808.11 3,838.79 5,758.19 16,405.09
241414	3/19/2020	036955 SKY NURSERY	T-1539665		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 Total :	36.97 3.77 40.74
241415	3/19/2020	037375 SNO CO PUD NO 1	200202554		WWTP: 2/6-3/5/20 FLOWMETER 100 2/6-3/5/20 FLOW METER 2400 HIGH 423.000.76.535.80.47.62 HUMMINGBIRD PARK 1000 EDMON HUMMINGBIRD PARK 1000 EDMON 001.000.64.576.80.47.00 CITY PARK RESTROOMS CITY PARK RESTROOMS 001.000.64.576.80.47.00	16.60 18.32 21.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241415	3/19/2020	037375 SNO CO PUD NO 1	(Continued) 201383270		CITY PARK GAZEBO CITY PARK GAZEBO 001.000.64.576.80.47.00	18.89
			201453057		CIVIC CENTER PLAYFIELD LIGHTS CIVIC CENTER PLAYFIELD LIGHTS 001.000.64.576.80.47.00	70.13
			201790003		ALDERWOOD INTERIE 6130 168TH ALDERWOOD INTERIE 6130 168TH 421.000.74.534.80.47.00	18.73
			202114484		CITY PARK S RESTROOMS & SHEL CITY PARK S RESTROOMS & SHEL 001.000.64.576.80.47.00	211.68
			202250635		9TH/CASPER LANDSCAPE BED / M 9TH/CASPER LANDSCAPE BED / M 001.000.64.576.80.47.00	18.32
			202579520		WWTP: 2/1-2/29/20 ENERGY MGMT 2/1-2/29/20 ENERGY MANAGEMEN 423.000.76.535.80.47.61	9.18
			205184385		LIFT STATION #5 432 3RD AVE S / N LIFT STATION #5 432 3RD AVE S / N 423.000.75.535.80.47.10	26.07
			221732084		VETERANS PLAZA METER 1000597 VETERANS PLAZA METER 1000597 001.000.64.576.80.47.00	123.43
					Total :	552.92
241416	3/19/2020	037521 SNO CO TREASURER	00479000100302		2020 FIRST HALF SURFACE WATER 2020 Surface Water Charges - 23009 001.000.66.518.30.47.00	199.07
			27043200300100		PARCEL 27043200300100 LAKE BAI Parcel 27043200300100 Lake Manag 001.000.39.576.90.41.50	13.42
			27043200300200		PARCEL 27043200300200 LAKE BAI Parcel 27043200300200 Lake Manag 001.000.39.576.90.41.50	13.42

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241416	3/19/2020	037521 SNO CO TREASURER	(Continued)		Total :	225.91
241417	3/19/2020	006630 SNOHOMISH COUNTY	76604		PARKS MAINT 5005 DUMP FEES PARKS MAINT DUMP FEES 001.000.64.576.80.47.00 ILLEGAL DUMP FEES 422.000.72.531.10.49.00 PUBLIC WORKS DUMP FEES 422.000.72.531.10.49.00 Total :	 798.00 10.00 44.00 852.00
241418	3/19/2020	068439 SPECIALTY DOOR SERVICE	53805		FIRE STATION 16 - BAY #2 OPERATI FIRE STATION 16 - BAY #2 OPERATI 001.000.66.518.30.48.00 10.4% Sales Tax 001.000.66.518.30.48.00 Total :	 3,490.24 362.98 3,853.22
241419	3/19/2020	071585 STERICYCLE INC	3005023364		INV 3005023364- CUST 6076358- EI MONTHLY SERVICE FEE 001.000.41.521.80.41.00 Total :	 10.36 10.36
241420	3/19/2020	074797 SUPER CHARGE MARKETING LLC	7166		SOCIAL MEDIA SERVICES FOR MAI Social media services for March 2020 001.000.61.557.20.41.00 Total :	 300.00 300.00
241421	3/19/2020	075139 THE LOUIS BERGER GROUP INC	227562 230329		E4FE.SERVICES THRU 11/1/19 E4FE.Services thru 11/1/19 422.000.72.594.31.41.00 E4FE.SERVICES THRU 12/27/19 E4FE.Services thru 12/27/19 422.000.72.594.31.41.00 Total :	 9,075.26 6,529.40 15,604.66
241422	3/19/2020	072649 THE WIDE FORMAT COMPANY	122508		DSD WIDE FORMAT COPIER MONT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241422	3/19/2020	072649 THE WIDE FORMAT COMPANY	(Continued)		DSD wide format copier monthly fee 001.000.62.524.10.45.00 10.4% Sales Tax 001.000.62.524.10.45.00 Total :	175.00 18.20 193.20
241423	3/19/2020	076853 TRC ENVIRONMENTAL CORP	404477		WWTP: 1/4-2/28/20 AIR QUALITY CO 1/4-2/28/20 AIR QUALITY COMPLIAN 423.000.76.535.80.41.00 Total :	3,476.50 3,476.50
241424	3/19/2020	067865 VERIZON WIRELESS	9849490270		C/A 442201730-00001 iPad Cell Service Mayor's Office 001.000.21.513.10.42.00 Total :	35.12 35.12
241425	3/19/2020	075155 WALKER MACY LLC	P3282.04-22		CIVIC LANDSCAPE ARCHITECTURE CIVIC LANDSCAPE ARCHITECTURE 126.000.64.594.76.41.00 Total :	93,086.80 93,086.80
241426	3/19/2020	071359 WASSER CORPORATION	13850		WWTP: PO 245 - PAINT-GREEN, GF PAINT-GREEN, GREY, BULE, SAND 423.000.76.535.80.48.00 10.4% Sales Tax 423.000.76.535.80.48.00 Total :	699.68 72.71 772.45
241427	3/19/2020	075635 WCP SOLUTIONS	11645721		FAC MAINT - SUPPLIES FAC MAINT - SUPPLIES 001.000.66.518.30.31.00 10.4% Sales Tax 001.000.66.518.30.31.00 11645722 FAC MAINT - SUPPLIES FAC MAINT - SUPPLIES	158.00 16.40

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241427	3/19/2020	075635 WCP SOLUTIONS	(Continued)		001.000.66.518.30.31.00	398.00
					10.4% Sales Tax	
			11653188		001.000.66.518.30.31.00	41.39
					PARK MAINT: SUPPLIES	
					PARK MAINT: SUPPLIES	
					001.000.64.576.80.31.00	746.56
					10.4% Sales Tax	
			11653189		001.000.64.576.80.31.00	77.64
					COVID-19 - SUPPLIES M137.MC.SU	
					COVID-19 - SUPPLIES M137.MC.SU	
					001.000.66.518.30.31.00	67.68
					10.4% Sales Tax	
			11657906		001.000.66.518.30.31.00	7.04
					PARK MAINT: SUPPLIES	
					PARK MAINT: SUPPLIES	
					001.000.64.576.80.31.00	160.80
					10.4% Sales Tax	
					001.000.64.576.80.31.00	16.72
					Total :	1,690.26
241428	3/19/2020	064800 WEHOP	642025		SHIPPING COSTS FOR INVOICE #6	
					SHIPPING COSTS FOR INVOICE #6	
					125.000.64.576.80.31.00	797.15
			642127		FLOWER PROGRAM: PLANTS	
					FLOWER PROGRAM: PLANTS	
					125.000.64.576.80.31.00	455.68
					10.4% Sales Tax	
					125.000.64.576.80.31.00	47.39
					Total :	1,300.22
241429	3/19/2020	073552 WELCO SALES LLC	7788		BUS. CARDS CITY COUNCIL	
					business card for city council	
					001.000.11.511.60.31.00	66.75
					10.4% Sales Tax	
					001.000.11.511.60.31.00	6.94

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241429	3/19/2020	073552 073552 WELCO SALES LLC	(Continued)		Total :	73.69
241430	3/19/2020	064008 WETLANDS & WOODLANDS	29908		PM: FLOWER PROGRAM PLANTS	
					PM: PLANTS	
					001.000.64.576.81.31.00	3,140.75
					10.4% Sales Tax	
			30015		001.000.64.576.81.31.00	326.64
					PM: PLANTS	
					PM: PLANTS	
					001.000.64.576.80.31.00	506.25
					10.4% Sales Tax	
			30058		001.000.64.576.80.31.00	52.65
					CREDIT FOR RETURNED ITEM	
					CREDIT FOR RETURNED ITEM: PL/	
					125.000.64.576.80.31.00	-125.00
					10.4% Sales Tax	
					125.000.64.576.80.31.00	-13.00
					Total :	3,888.29
241431	3/19/2020	065869 WSNLA	300002013		EDHOUSE CPH CERTIFICATION FE	
					EDHOUSE CPH CERTIFICATION FE	
					001.000.64.576.80.49.00	60.00
					Total :	60.00
102 Vouchers for bank code : usbank						Bank total : 537,279.28
102 Vouchers in this report						Total vouchers : 537,279.28

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PROJECT NUMBERS (By Project Title)

<u>Funding</u>	<u>Project Title</u>	<u>Project Accounting Number</u>	<u>Engineering Project Number</u>
STM	174th St. & 71st Ave Storm Improvements	c521	E8FB
WTR	2017 Waterline Replacement Projects	i014	E6JB
STM	2018 Lorian Woods Study	s018	E8FA
SWR	2018 Sewerline Replacement Project	c492	E6GC
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 Guardrail Installations	i046	E0AA
STR	2020 Overlay Program	i042	E0CA
STR	2020 Pedestrian Safety Program	i049	E0DB
STR	2020 Pedestrian Task Force	s024	E0DA
STR	2020 Traffic Calming	i048	E0AC
STR	2020 Traffic Signal Upgrades	i047	E0AB
STR	220th Adaptive	i028	E8AB
STR	228th St. SW Corridor Improvements	i005	E7AC
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	Admiral Way Pedestrian Crossing	i040	E9DA
STR	Audible Pedestrian Signals	i024	E7AB
STM	Ballinger Regional Facility Pre-Design	s022	E9FA
STR	Bikelink Project	c474	E5DA

Attachment: Frequently Used Proj Numbers 03-19-20 (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>
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
STR	Edmonds Street Waterfront Connector	c478	E5DB
WTR	Five Corners Reservoir Re-coating	c473	E5KA
PM	Fourth Avenue Cultural Corridor	c282	E8MA
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	NPDES (Students Saving Salmon)	m013	E7FG
STM	OVD Slope Repair & Stabilization	m105	E7FA
WTR	Phase 11 Annual Water Utility Replacement Project	c549	E0JA
STM	Phase 2 Annual Storm Utility Replacement Project	c547	E0FB
SWR	Phase 8 Annual Sewer Replacement Project	c548	E0GA
FAC	PW Concrete Regrade & Drainage South	c502	E9MA
STM	Seaview Park Infiltration Facility	c479	E5FD
STM	Seaview Park Infiltration Facility Phase 2	c546	E0FA
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
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 03-19-20 (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	E0AA	i046	2020 Guardrail Installations
STR	E0AB	i047	2020 Traffic Signal Upgrades
STR	E0AC	i048	2020 Traffic Calming
STR	E0CA	i042	2020 Overlay Program
STR	E0DA	s024	2020 Pedestrian Task Force
STR	E0DB	i049	2020 Pedestrian Safety Program
STM	E0FA	c546	Seaview Park Infiltration Facility Phase 2
STM	E0FB	c547	Phase 2 Annual Storm Utility Replacement Project
SWR	E0GA	c548	Phase 8 Annual Sewer Replacement Project
WTR	E0JA	c549	Phase 11 Annual Water Utility Replacement Project
STR	E1CA	c368	76th Ave W at 212th St SW Intersection Improvements
STR	E1DA	c354	Sunset Walkway Improvements
STR	E3DB	c423	238th St. SW Walkway (100th Ave to 104th Ave)
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	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	E5GB	s011	Lake Ballinger Trunk Sewer Study
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	E6DD	i017	Minor Sidewalk Program
STM	E6FD	s017	Stormwater Comp Plan Update
SWR	E6GB	c488	Citywide CIPP Sewer Rehab Phase II
SWR	E6GC	c492	2018 Sewerline Replacement Project
WTR	E6JB	i014	2017 Waterline Replacement Projects
WTR	E6JC	c493	2018 Waterline Replacement Project

Attachment: Frequently Used Proj Numbers 03-19-20 (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	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	E8AB	i028	220th Adaptive
STR	E8CA	i029	76th Ave W & 220th St. SW Intersection Improvements
STR	E8CC	i031	84th Ave W Overlay from 220th to 212th
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	c502	PW Concrete Regrade & Drainage South

Attachment: Frequently Used Proj Numbers 03-19-20 (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
STR	E3DB	c423	238th St. SW Walkway (100th Ave to 104th Ave)
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	E4GC	c461	Lift Station #1 Basin & Flow Study
STR	E5AA	c470	Trackside Warning System
WTR	E5KA	c473	Five Corners Reservoir Re-coating
STR	E5DA	c474	Bikelink Project
STR	E5DB	c478	Edmonds Street Waterfront Connector
STM	E5FD	c479	Seaview Park Infiltration Facility
WWTP	E5HA	c481	WWTP Outfall Pipe Modifications
WTR	E5JB	c482	Dayton St. Utility Replacement Project (3rd Ave to 9th Ave)
STR	E6DA	c485	238th St. SW Walkway (Edmonds Way to Hwy 99)
SWR	E6GB	c488	Citywide CIPP Sewer Rehab Phase II
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
FAC	E9MA	c502	PW Concrete Regrade & Drainage South
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
PRK	E7MA	c544	Waterfront Development & Restoration (Construction)
STM	E0FA	c546	Seaview Park Infiltration Facility Phase 2
STM	E0FB	c547	Phase 2 Annual Storm Utility Replacement Project
SWR	E0GA	c548	Phase 8 Annual Sewer Replacement Project
WTR	E0JA	c549	Phase 11 Annual Water Utility Replacement Project
STR	E7AC	i005	228th St. SW Corridor Improvements
WTR	E6JB	i014	2017 Waterline Replacement Projects
STR	E6AB	i015	Citywide Protected/Permissive Traffic Signal Conversion

Attachment: Frequently Used Proj Numbers 03-19-20 (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>
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	E8AB	i028	220th Adaptive
STR	E8CA	i029	76th Ave W & 220th St. SW Intersection Improvements
STR	E8CC	i031	84th Ave W Overlay from 220th to 212th
STR	E8DB	i033	ADA Curb Ramps
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
STR	E0AA	i046	2020 Guardrail Installations
STR	E0AB	i047	2020 Traffic Signal Upgrades
STR	E0AC	i048	2020 Traffic Calming
STR	E0DB	i049	2020 Pedestrian Safety Program
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
STR	E6AA	s014	Hwy 99 Gateway Revitalization
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
STR	E0DA	s024	2020 Pedestrian Task Force

Attachment: Frequently Used Proj Numbers 03-19-20 (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	c502	E9MA
PM	Fourth Avenue Cultural Corridor	c282	E8MA
PRK	Waterfront Development & Restoration (Construction)	c544	E7MA
PRK	Waterfront Development & Restoration (Design)	c496	E7MA
PRK	Waterfront Development & Restoration (Pre - Design)	m103	E7MA
STM	174th St. & 71st Ave Storm Improvements	c521	E8FB
STM	2018 Lorian Woods Study	s018	E8FA
STM	2019 Storm Maintenance Project	c525	E8FC
STM	Ballinger Regional Facility Pre-Design	s022	E9FA
STM	Dayton Street Stormwater Pump Station	c455	E4FE
STM	Lake Ballinger Associated Projects	c436	E4FD
STM	NPDES (Students Saving Salmon)	m013	E7FG
STM	OVD Slope Repair & Stabilization	m105	E7FA
STM	Phase 2 Annual Storm Utility Replacement Project	c547	E0FB
STM	Seaview Park Infiltration Facility	c479	E5FD
STM	Seaview Park Infiltration Facility Phase 2	c546	E0FA
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	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 Guardrail Installations	i046	E0AA
STR	2020 Overlay Program	i042	E0CA
STR	2020 Pedestrian Safety Program	i049	E0DB
STR	2020 Pedestrian Task Force	s024	E0DA
STR	2020 Traffic Calming	i048	E0AC
STR	2020 Traffic Signal Upgrades	i047	E0AB
STR	228th St. SW Corridor Improvements	i005	E7AC
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 03-19-20 (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	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 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	2018 Sewerline Replacement Project	c492	E6GC
SWR	2019 Sewerline Replacement Project	c516	E8GA
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
SWR	Phase 8 Annual Sewer Replacement Project	c548	E0GA
UTILITIES	2019 Utility Rate & GFC Update	s020	E8JB
UTILITIES	Standard Details Updates	s010	E5NA
WTR	2017 Waterline Replacement Projects	i014	E6JB
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
WTR	Phase 11 Annual Water Utility Replacement Project	c549	E0JA
WWTP	Sewer Outfall Groundwater Monitoring	c446	E4HA
WWTP	WWTP Outfall Pipe Modifications	c481	E5HA

Attachment: Frequently Used Proj Numbers 03-19-20 (Approval of claim, payroll and benefit checks, direct deposit and wire payments.)

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 995 (03/13/2020 to 03/13/2020)

Hour Type	Hour Class	Description	Hours	Amount
903	MISCELLANEOUS	CLOTHING ALLOWANCE	0.00	900.00
			<u>0.00</u>	<u>\$900.00</u>
		Total Net Pay:		\$795.90

Attachment: clothing allowance 03-13-20 (Approval of claim, payroll and benefit checks, direct deposit

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 964 (03/01/2020 to 03/15/2020)

Hour Type	Hour Class	Description	Hours	Amount
-ed2	REGULAR HOURS	Educational Pay Correction	0.00	-156.28
121	SICK	SICK LEAVE	712.50	28,288.80
122	VACATION	VACATION	822.50	36,713.93
123	HOLIDAY	HOLIDAY HOURS	71.00	3,642.99
124	HOLIDAY	FLOATER HOLIDAY	37.00	1,139.97
125	COMP HOURS	COMPENSATORY TIME	146.25	5,523.16
131	MILITARY	MILITARY LEAVE	12.00	504.07
141	BEREAVEMENT	BEREAVEMENT	12.00	603.29
150	REGULAR HOURS	Kelly Day Used	192.00	8,618.97
152	COMP HOURS	COMPTIME BUY BACK	14.25	493.27
155	COMP HOURS	COMPTIME AUTO PAY	144.39	7,359.60
157	SICK	SICK LEAVE PAYOFF	0.38	12.98
158	VACATION	VACATION PAYOFF	20.98	726.23
160	VACATION	MANAGEMENT LEAVE	33.00	2,515.68
190	REGULAR HOURS	REGULAR HOURS	16,708.00	717,903.61
210	OVERTIME HOURS	OVERTIME-STRAIGHT	5.50	195.98
215	OVERTIME HOURS	WATER WATCH STANDBY	30.00	1,681.65
216	MISCELLANEOUS	STANDBY TREATMENT PLANT	11.00	1,091.92
220	OVERTIME HOURS	OVERTIME 1.5	353.75	24,806.71
225	OVERTIME HOURS	OVERTIME-DOUBLE	1.00	81.61
400	MISCELLANEOUS	MISC PAY	0.00	500.00
410	MISCELLANEOUS	WORKING OUT OF CLASS	0.00	76.95
411	SHIFT DIFFERENTIAL	SHIFT DIFFERENTIAL	0.00	1,304.52
600	RETROACTIVE PAY	RETROACTIVE PAY	0.00	85.76
602	COMP HOURS	ACCRUED COMP 1.0	54.88	0.00
604	COMP HOURS	ACCRUED COMP TIME 1.5	204.95	0.00
606	COMP HOURS	ACCRUED COMP 2.0	0.75	0.00
903	MISCELLANEOUS	CLOTHING ALLOWANCE	0.00	-75.00
acc	MISCELLANEOUS	ACCREDITATION PAY	0.00	80.53
acp	MISCELLANEOUS	Accreditation 1% Part Time	0.00	9.85
acs	MISCELLANEOUS	ACCRED/POLICE SUPPORT	0.00	174.00
boc	MISCELLANEOUS	BOC II Certification	0.00	94.50
colre	MISCELLANEOUS	Collision Reconstructionist	0.00	79.30

Attachment: payroll summary 03-20-20 (Approval of claim, payroll and benefit checks, direct deposit and

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 964 (03/01/2020 to 03/15/2020)

Hour Type	Hour Class	Description	Hours	Amount
cpl	MISCELLANEOUS	TRAINING CORPORAL	0.00	160.86
crt	MISCELLANEOUS	CERTIFICATION III PAY	0.00	586.30
ctr	MISCELLANEOUS	CTR INCENTIVES PROGRAM	0.00	1.00
det	MISCELLANEOUS	DETECTIVE PAY	0.00	111.20
det4	MISCELLANEOUS	Detective 4%	0.00	927.38
ed1	EDUCATION PAY	EDUCATION PAY 2%	0.00	492.62
ed2	EDUCATION PAY	EDUCATION PAY 4%	0.00	837.62
ed3	EDUCATION PAY	EDUCATION PAY 6%	0.00	5,140.71
fmls	SICK	FAMILY MEDICAL/SICK	6.75	194.65
k9	MISCELLANEOUS	K-9 PAY	0.00	222.40
lg1	LONGEVITY	LONGEVITY PAY 2%	0.00	982.91
lg10	LONGEVITY	LONGEVITY 5.5%	0.00	148.17
lg11	LONGEVITY	LONGEVITY PAY 2.5%	0.00	768.02
lg12	LONGEVITY	Longevity 9%	0.00	5,407.42
lg13	LONGEVITY	Longevity 7%	0.00	1,421.71
lg14	LONGEVITY	Longevity 5%	0.00	1,137.00
lg15	LONGEVITY	LONGEVITY 7.5%	0.00	381.68
lg4	LONGEVITY	Longevity 1%	0.00	421.00
lg5	LONGEVITY	Longevity 3%	0.00	682.69
lg6	LONGEVITY	Longevity .5%	0.00	294.32
lg7	LONGEVITY	Longevity 1.5%	0.00	393.49
lg9	LONGEVITY	Longevity 3.5%	0.00	104.93
pds	MISCELLANEOUS	Public Disclosure Specialist	0.00	101.78
phy	MISCELLANEOUS	PHYSICAL FITNESS PAY	0.00	2,053.73
prof	MISCELLANEOUS	PROFESSIONAL STANDARDS §	0.00	173.48
sdp	MISCELLANEOUS	SPECIAL DUTY PAY	0.00	295.58
sgt	MISCELLANEOUS	ADMINISTRATIVE SERGEANT	0.00	168.92
sro	MISCELLANEOUS	School Resource Officer	0.00	111.20
st	REGULAR HOURS	Sergeant Pay	0.00	126.69
str	MISCELLANEOUS	STREET CRIMES	0.00	470.00
traf	MISCELLANEOUS	TRAFFIC	0.00	111.20

Attachment: payroll summary 03-20-20 (Approval of claim, payroll and benefit checks, direct deposit and

Payroll Earnings Summary Report
City of Edmonds
Pay Period: 964 (03/01/2020 to 03/15/2020)

Hour Type	Hour Class	Description	Hours	Amount
			<u>19,594.83</u>	<u>\$868,509.21</u>
			Total Net Pay:	\$589,838.75

Attachment: payroll summary 03-20-20 (Approval of claim, payroll and benefit checks, direct deposit and

Benefit Checks Summary Report
City of Edmonds
Pay Period: 964 - 03/01/2020 to 03/15/2020

Bank: usbank - US Bank

<u>Check #</u>	<u>Date</u>	<u>Payee #</u>	<u>Name</u>	<u>Check Amt</u>	<u>Direct Deposit</u>
64143	03/20/2020	epoa2	EPOA-POLICE	6,105.00	0.00
64144	03/20/2020	epoa3	EPOA-POLICE SUPPORT	681.64	0.00
64145	03/20/2020	flex	NAVIA BENEFIT SOLUTIONS	3,112.78	0.00
64146	03/20/2020	teams	TEAMSTERS LOCAL 763	5,019.00	0.00
64147	03/20/2020	icma	VANTAGE TRANSFER AGENTS 304884	3,937.08	0.00
				18,855.50	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>
3013	03/20/2020	awc	AWC	326,342.02	0.00
3016	03/20/2020	mebt	WTRISC FBO #N3177B1	104,720.15	0.00
3017	03/20/2020	us	US BANK	104,631.93	0.00
3018	03/20/2020	wadc	WASHINGTON STATE TREASURER	27,295.80	0.00
3020	03/20/2020	pb	NATIONWIDE RETIREMENT SOLUTION	4,833.07	0.00
3022	03/20/2020	oe	OFFICE OF SUPPORT ENFORCEMENT	1,202.00	0.00
				569,024.97	0.00
Grand Totals:				587,880.47	0.00

Attachment: payroll benefits 03-20-20 (Approval of claim, payroll and benefit checks, direct deposit and

City Council Agenda Item

Meeting Date: 03/24/2020

WWTP Polymer Contract

Staff Lead: Phil Williams

Department: Wastewater Treatment Plant

Preparer: Scott Passey

Background/History

The City's Wastewater Treatment Plant uses liquid polymer for thickening of biosolids prior to incineration. The contracts to supply polymer have historically been two-year contracts with an option to extend for a third year at the Treatment Plant Manager's discretion based on product performance.

On 1.7.2020, City Council approved the WWTP request to post a Request For Proposals (RFP) from Polymer vendors.

The RFP required product vendors to conduct polymer jar testing and onsite performance testing prior to bid to demonstrate performance. This testing was completed. Two bids were received and opened on 3.6.2020 by the City Clerk.

The lowest responsible bid was from Polydyne, Inc. for a purchase price of \$1.2468 (including local tax) per pound. The estimated contract value is \$145,000 per year for up to 3 years.

Staff Recommendation

WWTP Management is seeking Council approval for Mayor Nelson to sign the purchase agreement with Polydyne Inc.

Narrative

In the process of treating wastewater, solids are produced. The solids are typically between 1.5 - 3% of a gallon of water. To minimize the volume of wastewater that must be processed, the solids are dewatered and thickened by screw presses and the excess water returned to the plant. Thickening in a screw press requires the addition of liquid polymer to aid in coagulation of the solids. After the addition of polymer, the screw press can produce solids that are generally in the 24 - 26% range of a gallon water. The process helps to concentrate the solids and reduce the amount of water that must be processed. The thickened solids are then destroyed in the incinerator and the ash is disposed of in a landfill.

The chemical contracts are typically bid every two years with the ability to extend to a third year.

Estimated Contract Value in a one-year period: \$145,000.00

Attachments:

2020 Polymer Bid and Contract (with SEC edits) Approved) 12.19.19
2020 Polymer Bid Tab Sheet

**BID AND
AGREEMENT DOCUMENTS**

2020 Wastewater Treatment Plant Wet Polymer Chemical

CITY OF EDMONDS



**121 5th Avenue North
Edmonds, Washington 98020**

MAYOR
Mike Nelson

CITY COUNCIL
Diana Buckshnis
Kristiana Johnson
Laura Johnson
Adrienne Fraley-Monillas
Vivian Olson
Susan Paine
[]

CITY CLERK
Scott Passey

EDMONDS WWTP MANAGER
Pamela Randolph
(425) 771-0237

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INVITATION TO BID

WASTEWATER TREATMENT CHEMICALS; WET POLYMER

CITY OF EDMONDS

The City of Edmonds will accept bids for wet Polymer, in accordance with the Bid and Agreement documents until 2:00 p.m., Monday, March 2, 2020 at the Office of the City Clerk located at 121 5th Avenue North, Edmonds, Washington.

These sealed bids will be opened on Monday, March 2, 2020 at 2:15 p.m., in the City Clerk's conference room at 121 5th Avenue North, Edmonds, Washington.

Bid and Agreement documents may be obtained in person from the Wastewater Treatment Plant located at 200 2nd Avenue South, Edmonds, Washington or by mail or email upon request by phoning the Treatment Plant at (425) 771-0237.

The City of Edmonds reserves the right to reject any or all bids and to waive irregularities or informalities in the bid or in the bidding process that do not give a material advantage to any bidder.

Scott Passey, City Clerk
City of Edmonds, Washington

INFORMATION TO BIDDERS

Pre-Proposal Meeting: A pre-proposal meeting will not be held. However, questions may be submitted via email to pamela.randolph@edmondswa.gov by February 17, 2020 at 10:00 a.m. Answers will be provided to all bidders of record by February 21, 2020.

Project Scope: The City of Edmonds Wastewater Treatment Plant is soliciting bids to establish one contract with a qualified vendor to fulfill the City's need for Wet Polymer for Biosolids Dewatering on an as-needed basis for two years with a provision to extend the Agreement up to three (3) one-year extensions.

Estimate: \$300,000 plus sales tax for a two-year period.

Bid Submittal

Bid submittal shall include the Bid, Addenda (if any), Non-Collusion Affidavit, and Bid Notarization.

Polymer Selection

Bidders shall coordinate all plant activities with Pamela Randolph, Treatment Plant Manager, at (425) 771-0237, or her designated representative. Schedules will be established on a first come, first served basis.

On-site jar tests are to be scheduled for weekdays, Monday-Friday, between January 13 and January 31, 2020 between the hours of 8 a.m. to 2 p.m., at the City of Edmonds Wastewater Treatment Plant. Upon completion of successful jar testing, a trial date should be scheduled. Each bidder shall perform jar tests to determine their optimum polymer. This is to allow the bidder to determine which product will perform best during their trial period and to determine the optimum active polymer concentration and dosage rate. It will be the responsibility of the bidder to provide the City with their recommended active polymer concentration and dosage when scheduling their trial date. In addition, the City requires the specific gravity of the polymer to be trialed. This information is to be emailed to Pamela Randolph at pamela.randolph@edmondswa.gov. Failure to provide this information will result in the City determining set values.

Following jar tests, bidders may schedule one day during the month of February 2020 to conduct formal product trials. Appointments can be made Monday through Thursday. Only one polymer may be submitted per bidder for a formal trial. The bidder shall supply their selected polymer for the trial at their own expense. Polymer for the trial shall arrive at least two days prior to the scheduled trial date. Safety Data Sheet (SDS) for the product must be supplied at the time of delivery.

The City will prepare the submitted polymer per the bidder's recommendation(s) for active concentration, to allow product aging. It will be the responsibility of the bidder to provide on-site technical assistance to evaluate the testing of their polymer at no charge to the City. The bidder shall have a maximum of two persons at the plant during their trial. The same screw press will be

utilized for all trials. Should the designated press become inoperable, the trial will continue on the other press without prejudice. The City may reschedule a trial if dictated by treatment plant problems beyond its control. In all cases, the performance of the polymer must be guaranteed by the bidder to perform based on the Specifications that follow. Bids will be evaluated based on the lowest overall cost per dry ton (24-26%) of solids produced with 97% or better capture rate.

Price per pound (US) \$_____ \$_____

Price per pound/per dry ton of solids \$_____ \$_____

Award of Contract

The City intends to award a contract within thirty (30) days of bid opening.

Execution of Contract

The successful bidder shall submit the executed Agreement to the City within fifteen (15) days of the Notice of Award.

BIDDER'S CHECKLIST

To receive consideration, Bids must be received prior to the specified time of bid acceptance. Furthermore, a list of any deviations from the Specifications must be provided by the Bidder.

Bids shall be mailed or delivered to:

City of Edmonds
Scott Passey, City Clerk 121 5th Avenue North Edmonds, WA 98020

Address envelope to plainly indicate '2020 BID FOR TREATMENT PLANT WET POLYMER'.

Withdrawal of bid:

Any Bidder may withdraw their bid, either in person or by written request, at any time prior to the time set for the Bid Opening thereof.

Special Note:

At the option of the City of Edmonds, this Agreement may be executed in accordance with one of two alternative bids as described in the Bid Proposal.

Delivery:

Prices quoted by Bidder will be considered as being based on delivery at the location indicated in the Specifications, and to be inclusive of all charges for delivery. If awarded an Agreement, the Bidder will be required to provide the required chemicals on an on-call basis. Failure to deliver as specified will constitute a breach of the Agreement.

Taxes:

Prices quoted shall include all applicable taxes, other than Washington State Sales Tax. Washington State Sales Tax shall be listed separately as a percentage. The Bidder shall designate the item or items of the proposal to which the sales tax is applicable.

Modifications:

No bid shall be considered except those submitted on the Bid Proposal form supplied by the City of Edmonds. No oral, telephonic, telegraphic or facsimile bids or modifications will be accepted.

Exceptions:

If awarded an Agreement, the Bidder will be required to furnish the particular item referred to in strict accordance with the Specifications unless a departure or substitution is clearly noted and described in the bid.

Signature:

Each bid must be signed in longhand by the Bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the partners, followed by signature and designation by the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the President, Secretary, or other person authorized to bind it in the matter. Below the signature, print or type the name and corporate title of each person signing.

Non-collusion affidavit

Each bid shall be accompanied by a properly executed Non-Collusion Affidavit. This form must be filled in and signed before a Notary Public.

Bid notarization

Each bid shall be accompanied by a completed Notary form.

AGREEMENT

Instruction on executing Agreement:

The Bidder shall have the Agreement executed by an authorized representative and have the authorized representative's signature notarized. The sole proprietor or agent should sign only once in the blank provided for the type of business structure that the Bidder maintains. The signature must be notarized.

In case of default by the Bidder, the City of Edmonds may procure the articles or services from other sources and hold the Bidder responsible for any excess expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

The City of Edmonds reserves the right to waive any deficiency in the bidding process that does not give to any bidder a material advantage or to reject any and all bids. Such decisions are to be exercised in its sole discretion.

BID FOR THE CITY OF EDMONDS

TO: Honorable Mayor and Council
 City of Edmonds
 Office of the City Clerk
 121 5th Avenue North
 Edmonds, WA 98020

Per the Information to Bidders, we hereby propose to furnish to you, subject to the proper execution of an Agreement, the following chemical for the year/years as specified:

BID (excludes Washington State sales tax) will be evaluated based upon polymer cost per dry ton of biosolids that meets specification requirements.

Polymer	<u>Price two year</u>	<u>Price three year</u>
Price per pound (US)	\$ _____	\$ _____
Dosage per dry ton	# _____	
Polymer cost per dry ton	\$ _____	\$ _____

Will you sell additional units to the City of Edmonds at the bid price until further notice?

Yes:___ No:___

OVERHEAD, PROFIT, ETC.

All proposals listed in this form of bid include overhead and profit, as well as all other expenses involved.

SIGNATURES

 Name of firm

 Street Address

By:_____
 Signature & Title

 City, State, Zip Code

By:_____
 Signature & Title

 Telephone Number

If bidder is corporation, write state of incorporation under signature.

NON-COLLUSION AFFIDAVIT

CITY OF EDMONDS

STATE OF)
) SS
COUNTY OF)

I _____ being first duly sworn, on his/her oath, says that he/she is the _____ of _____ and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any matter sought by collusion to secure himself/herself an advantage over any other bidder or bidders.

SIGNATURE _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public in and for the State of

residing at _____

VENDOR:

By: _____

Title:

(Name of Corporation)

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared

_____, and on his/her oath swore that he/she is a partner or duly authorized agent of the partnership that executed the within and foregoing instrument and is duly authorized to execute said instrument on behalf of the partnership as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of

 residing at _____

=====

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared

_____ known to be the (president, vice president, secretary, treasurer or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and upon oath stated that he/she was authorized to execute said instrument and the seal affixed hereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of

 residing at _____

=====

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, 20_____, before me personally appeared

_____, and on his/her oath swore that he/she is a duly authorized agent of the sole proprietorship that executed the within and foregoing instrument and is duly authorized to execute said instrument on behalf of the sole proprietorship as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of

residing at _____

SPECIFICATIONS

Vendor will deliver the product onsite to:

City of Edmonds WWTP
200 2nd Ave. S.
Edmonds, WA

Wet Polymer must be delivered in stackable chemical totes. The vendor must be able to provide a continuing supply as required by the City. Bid price is F.O. B. to the WWTP, freight prepaid.

Wet Polymer must be able to demonstrate a reliable ability to achieve cake solids between 24 – 26% with a capture rate of at least 97%. Solids to be dewatered are mixed WAS (70%) and Primary (30%). The following design criteria and demonstrated performance for the WWTP screw press operation is as follows:

Design feed sludge total solids: -----	equal to or greater than 1.4%
Minimum feed sludge total solids:-----	1.0%
Volatile solids content of the blended sludge: -----	equal to or less than 85%
Fiber content (150 mesh +) of the sludge: -----	equal to or greater than 25%
Maximum solids loading rate (ppd) ⁽¹⁾ : -----	11,700
Maximum operating hours per week: -----	168
Design feed solids flow (gpm at 1.4% feed solids):-----	69.6
Maximum feed solids flow (gpm at 1.0% feed solids):-----	97.4

Notes: (1) Continuous operation 24 hrs/day, exclusive of wash water cycles.

The chemical makeup system is a BASF Minifab 330 Polymer Preparation System (wet only). The successful bidder will be required to provide technical assistance for operator training and operations evaluation concurrent with the initial delivery of polymer, at no extra charge to the City. Training shall not exceed eight hours.

AGREEMENT

THIS AGREEMENT, made and entered into at Edmonds, Washington, this _____ day of _____, 20____, between the CITY OF EDMONDS, hereinafter called the "City,"

and _____ hereinafter called the "Vendor."

WITNESS that City and Vendor, for consideration hereinafter named agree as follows:

ARTICLE 1 - SCOPE OF WORK: Vendor shall furnish, in accordance with the Information to Bidders, Specifications, and Bid attached hereto as Exhibit "A" and incorporated herein by this reference, Wet Polymer, for use at the City's Wastewater Treatment Plant, on an on-call basis, at the sole discretion of the City.

ARTICLE 2 - TERM OF AGREEMENT: The term of this Agreement will be two (2) years, commencing on the date set forth above with the option to extend up to three (3) additional one-year periods upon mutual consent of both parties and subject to the price increase/decrease provisions that follow.

Unit or lump sum prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed (freight included in price).

If the unit price does not compute to the extended total price, the unit price shall govern. Pricing shall be firm for the Agreement period; however, nothing in this Agreement will prevent the Vendor from charging a lower than quoted price.

Vendor represents that all prices, terms, and benefits offered in response to this solicitation are equal to or better than the equivalent prices, terms, and benefits offered by Vendor to any other government unit or commercial customer.

Should Vendor, during the term of this Agreement, enter into any contract, agreement, or arrangement that provides lower prices, more favorable terms, or greater benefits to any other government unit or commercial customer, this Agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.

The City is entitled to any promotional pricing during the Agreement period that is lower than pricing provided in the submittal.

Price decreases shall be immediately passed on to the City.

Bid submittal prices will establish a base price against which Vendor may request price adjustments at Agreement renewal.

The City may consider price adjustments at Agreement renewal, when presented in advance, under the following conditions:

1. Vendor shall submit proposed price changes in writing sixty (60) days prior to the end of each available renewal period to Pamela Randolph, WWTP Manager.
2. Any proposed price increase to Agreement line items must be beyond the control of the Vendor and supported by written documentation from the manufacturer or wholesale distributor indicating new higher cost adjustments in effect.
3. Price increases will be adjusted only to the amount of cost increase to Vendor.
4. No adjustment will be made for Vendor profit margin.
5. The City reserves the right to accept or reject all such price adjustments.

ARTICLE 3 - CONTRACT SUM: The City will pay the Vendor for performance of this Agreement, subject to additions and deductions provided herein, at the rate of _____ per gallon for Wet Polymer for years one (1) and two (2) of this Agreement based on the estimated annual usage.

ARTICLE 4 - DELIVERY: The Vendor hereby agrees to deliver said Wet Polymer on an on-call basis as listed in the Specifications, with delivery costs included. Failure to deliver as specified will constitute a breach of this Agreement.

ARTICLE 5 - DISPUTES: If, for any reason, the City is required to institute legal proceedings or otherwise incur legal expenses in order to obtain compliance by the Vendor with the terms and conditions of this Agreement, then, in that event, the prevailing party shall be entitled to its costs and reasonable legal fees associated with the institution and prosecution of such claims, or in the event litigation is not instituted, but if it is necessary for the City to incur legal expenses in obtaining compliance with this Agreement, the Vendor agrees to pay the amount of such expenses so incurred, together with all costs.

No claim, whether as to Wet Polymer delivered or for non-delivery of Wet Polymer shall be greater than the purchase price of the Wet Polymer in respect of which such damages are claimed, however this limitation on damages shall not apply to any negligent, reckless, or intentional act by the Vendor that results in damage to the City's equipment. The City shall have the right to inspect the Wet Polymer before they are introduced into the City's system and shall have the right to accept or reject same before delivery. The City shall give the Vendor ten (10) days' notice of acceptance or rejection of Wet Polymer prior to any delivery of the same. Acceptable Wet Polymer shall not be returned to the Vendor without the Vendor's prior consent, which consent shall not be unreasonably withheld.

ARTICLE 6 - INTEGRATION: This Agreement consists of this document, and the Information to Bidders, Specifications, and Bid attached to this Agreement as Exhibit "A," and Appendices 1 and 2. These documents constitute the entire Agreement of the parties and shall not be modified except in writing with the consent of both parties; provided, however, that this clause shall be expressly limited in its effect and operation in order to preserve the right of the City to pursue any verbal warranty or other assurance, including, but not limited to, any warranty of fitness for use, or any right or warranty assigned hereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein before named on the day and year in the Agreement first above written.

CITY OF EDMONDS:

Mike Nelson, Mayor

ATTEST:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

=====

SOLE PROPRIETOR:

VENDOR:

By:_____
Sole Proprietor doing business
as:

(Name of sole proprietorship)

=====

PARTNERSHIP:

VENDOR:

By:_____
Partner or authorized agent for:

(Name of partnership)

=====

CORPORATION:

VENDOR:

By:_____

Title:_____

(Name of Corporation)

=====

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared

_____, and on his/her oath swore that he/she is a duly authorized agent of the sole proprietorship that executed the within and foregoing instrument and is duly authorized to execute said instrument on behalf of the sole proprietorship as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

residing at _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared

_____, and on his/her oath swore that he/she is a partner or duly authorized agent of the partnership that executed the within and foregoing instrument and is duly authorized to execute said instrument on behalf of the partnership as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of

residing at _____

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared

_____ known to be the (president, vice president, secretary, treasurer or other authorized officer or agent, as the case may be) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and upon oath stated that he/she was authorized to execute said instrument and the seal affixed hereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of

 residing at _____

=====

APPENDIX 1 (Appendix A of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Vendor”) agrees as follows:

Compliance with Regulations: The Vendor 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.

Nondiscrimination: The Vendor, 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 Vendor 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.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Vendor 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 Vendor of the Vendor'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.

Information and Reports: The Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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.

Sanctions for Noncompliance: In the event of the Vendor'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 Vendor under the Agreement until the Vendor complies; and/or Cancellation, termination, or suspension of the Agreement, in whole or in part.

Incorporation of Provisions: The Vendor 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 Vendor 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 Vendor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Vendor 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 Vendor may request the appropriate federal agency enter into such litigation to protect the interests of the United States.

APPENDIX 2

(Appendix E of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor”) 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).

2020 Polymer Bid Tab Sheet

Bids Closed: 3/9/2020 2 PM

Sealed Bids Opened: 3/9/2020 2:15 PM

7.4.b

Yellow = Winning Bid

BIDDERS (In Order Bids Received)	Arrived by	Received Date/Time	Polymer		Demonstrated compliance with bid specification
			Two Years	Three Years	
Univar USA, Inc.		2/27/20 1:56 PM	No bid	No bid	Capture Rate Cake Solids
Kubwater Resources, Inc.		3/6/20 9:42 AM	Price/Pound: \$1.48 (excludes all taxes) Dosage/Dry Ton: 19.456 lbs (of biosolids) Polymer Cost/Dry Ton: \$28.79	Price/Pound: \$1.52 (excludes all taxes) Dosage/Dry Ton: Polymer Cost/Dry Ton: \$29.57	Below Spec Above Spec
Polydyne, Inc.		3/6/20 9:42 AM	Price/Pound: \$1.2468 (includes 3.9% local taxes) Dosage/Dry Ton: 20.989 lbs. Polymer Cost/Dry Ton: \$26.17	Price/Pound: \$1.2468 (includes 3.9% local taxes) Dosage/Dry Ton: Polymer Cost/Dry Ton: \$26.17	Below Spec Within Spec

Attachment: 2020 Polymer Bid Tab Sheet (WWTP Polymer Contract)

City Council Agenda Item

Meeting Date: 03/24/2020

Senior Center Loan Request

Staff Lead: Scott James

Department: Administrative Services

Preparer: Scott James

Background

Council voted to move to the Senior Center Loan Request forward during their March 10, 2020 Council meeting, with the condition that the City Administration and the new Waterfront Center come to terms on the serving of alcohol at the new Center. Staff has been working with the Senior Center on this issue, but there are still some outstanding questions. The Amendments to the Ground Lease include now provisions for alcohol that contemplate the possibility of alcohol being consumed on the second floor which was not purchased through the onsite caterer. Those changes are noted in the attached redline version. Aside from the alcohol issue, the only other revisions that show in color are the multiple "Letter of Credit" references that were changed to say "Line of Credit / Term Loan." This change was made at the request of the bank.

During the March 10, 2020 Council meeting, a question was raised as to the financial health of First Financial Northwest Bank. Two documents are attached that helps address this question: the first is titled First Financial Northwest Bank Rating by BauerFinancial and the second is First Financial Northwest Bank's fourth quarter 2019 Earnings Release.

BauerFinancial is the source for unbiased, independent bank and credit union star-ratings. No institution pays for its rating. BauerFinancial has been analyzing and reporting on the financial condition of the nation's banking industry since 1983.

BauerFinancial has awarded First Financial Northwest Bank their highest rating of 5 Stars.

Additional Background

On March 3, 2020, staff presented City Council a potential funding plan to help the Edmonds Senior Center obtain a \$2 million Line of Credit/Loan. The funding plan includes the City depositing up to \$2 million into a certificate of deposit that would be used by the bank as collateral for the Line of Credit/Loan.

During the March 3rd Council meeting, Edmonds' City Attorney walked Councilmembers through the proposed amendments to the City of Edmonds / Edmonds Senior Center Ground Lease and solicited Councilmember feedback on the amendments.

During the March 10, 2020 Council meeting, both City Administration and Senior Center Administration addressed Council comments questions regarding Senior Center Loan request. Council voted to move the Senior Center Loan Request forward as presented with the condition that the Amended Ground Lease include alcohol provisions for the second floor of the new Waterfront Center. Language contemplating a future agreement related to alcohol has been added because the issue was too complex to be resolved by the council packet deadline.

On October 26, 2017, the Edmonds Senior Center hosted the Waterfront Center Gala, kicking off the

\$16.35 million community fundraiser campaign to replace the 58 year old building. To date, the Edmonds Senior Center (ESC) has raised \$14,050,000, leaving a \$2,300,000 funding gap.

The ESC's plan to close this gap includes:

- 1) Secure the option to borrow up to \$2 million from a bank that will be collateralized by the City of Edmonds (explained in detail below under the heading "**Loan**")
- 2) Continue reaching out to donors, and
- 3) Continue applying for grants.

History

The South County Senior Center (SCSC) was founded in 1967 and began offering programs on their present waterfront location and obtained 501c3 status a year later. It was the first non-profit senior center in Snohomish County.

In 1971 SCSC was featured at the Second White House Conference as the model for the multipurpose senior center concept which led to the formation of thousands of senior centers throughout the country. The present waterfront property was purchased in 1972 with a \$300,000 HUD grant obtained by SCSC and a \$100,000 local match from the City of Edmonds. As a result the City came to own the property and declared it would be the permanent home of the senior center.

The early years saw a number of innovative programs including performing musical and drama groups, the Job Bureau, a robust long distance travel program, the creation of the Thrift Store and Country Boutique for senior crafts, partnering with Edmonds Community College to offer seniors education classes, a mentoring program at the Edmonds School District, and the creation of many health & wellness activities/services.

From 1975 through 1985 a number of State grants enabled the connection of the two original buildings and the creation of the present senior center. Much of the work was performed by community volunteers. In 1996 SCSC was contracted by the City of Lynnwood to help it create the Lynnwood Senior Center.

In 2008 SCSC underwent a significant governance change and became a membership driven organization with 18 of 21 Board positions elected by the membership. After a year of political and legal action and debate within the Center and the community, the November 2008 election, monitored by the League of Women Voters and over 600 voters, decisively established this form of organizational structure. In 2011 the legal name was changed to the Edmonds Senior Center (ESC).

2012 saw the establishment of three key programs which continue to this day: the Bastyr University Natural Medicine Clinic - the first (and still only) of its kind in Snohomish County, the Emergency Cold Weather Shelter for the Homeless in partnership five local churches, and Enhance Wellness and later PEARLS in partnership with and the financial support of the Verdant Health Commission.

In 2013, with the passage of the City's Strategic Action Plan, ESC began work to replace the existing aging structure with the new Edmonds Waterfront Center serving all ages.

In 2019, the City and the ESC finalized a lease agreement, where the City will lease the land under the new Edmonds Waterfront Center to the Edmonds Senior Center for 40 years. At the end of the 40 year lease, the lease agreement calls for the ESC to either turn over ownership of the Center to Edmonds or the ESC has the option to renew the lease for an additional 15 years.

The New Waterfront Center

Creating social connections and addressing holistic health and wellness for today's modern seniors wanting to live active and fulfilling lives is at the heart of our work at the Edmonds Senior Center (ESC). The new Edmonds Waterfront Center, is now under construction, and once complete it will arguably be the most significant regional social infrastructure project in decades. The new Waterfront Center will provide a unique gathering place and support services for all ages.

The new Edmonds Waterfront Center will be a modern 26,000 sf regional community center, offering programs for all generations at its rare waterfront site just south of the Edmonds / Kingston ferry. ESC is

in the final phase of a \$16.35M capital campaign (\$14,050,000 has been raised to date) to replace its original failing structure.

The ESC currently serves approximately 3,000 seniors annually with a broad range of programs and activities. The new Center is being built on the same site of the original building but will operate as a multi-generational activity Center serving a larger demographic in an expanded timeframe. From 8:00am-4:00pm most of the programs will be aimed at seniors and organized by ESC. From 4:00-10:00pm programs for all ages will be offered by the City's Parks, Recreation and Cultural Services department.

Unique aspects of the Edmonds Waterfront Center

- Public / Private Partnership between ESC and the City of Edmonds allowing maximum program impact throughout the day and evening
- Intergenerational programs designed to bring young & old together
- Expanded services to include behavioral health support for veterans & their families
- Food service partnership with leading restaurateur offering Senior Center members and the general public to dine together
- Sustainable LEED Gold, all-electric building with full rooftop solar array and commitment to long-term environmental stewardship programming

Staff Recommendation

Staff is recommending that the City Council make the following motion:

Motion approving Resolution No. XXXX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, AUTHORIZING THE EXECUTION OF AN ASSIGNMENT OF DEPOSIT ACCOUNT AND AN AMENDMENT TO GROUND LEASE IN RELATION TO THE CITY'S PROVIDING OF \$2,000,000 COLLATERAL IN SUPPORT OF THE EDMONDS SENIOR CENTER'S BORROWING OF UP TO \$2,000,000 FROM FIRST FINANCIAL NORTHWEST BANK TO COMPLETE CONSTRUCTION OF THE EDMONDS WATERFRONT CENTER.

Narrative

Loan

The Edmonds Senior Center (ESC) is requesting the City of Edmonds to assist them in securing a loan of up to \$2 million for two reasons:

- 1) Washington State awarded \$4 million in funding for the new Waterfront Center project. However, the State funding is contingent on the ESC being able to show that the ESC has received funding commitments to finish constructing the project. In other words, if the ESC is unable to show the State that the ESC has sufficient funding commitments to finish constructing the project, the State will not release any of the \$4 million to pay for the Waterfront Center project. Currently, the ESC has a \$2.3 million gap in their funding commitments.
- 2) The Edmonds Senior Center (ESC) has received \$1,037,278 in pledges that come due between now and by the end of 2025. Since the construction is scheduled to be completed in late September to early October 2020, the ESC will have to borrow funds until the pledges are paid to the ESC.

The City contacted several banks to solicit proposals for how they would accommodate the following three requests:

- 1) Provide the ESC with a Line of Credit up to \$2 million.
- 2) The Line of Credit would be collateralized by a \$2 million certificate of deposit from the City.
- 3) Convert the Line of Credit to a seven year term loan, which would also be collateralized by the same

\$2 million certificate of deposit.

Three banks submitted Term Sheets, and each are summarized below.

Bank 1:

First Financial Northwest Bank will provide a \$2 million Line of Credit to the Edmonds Senior Center (ESC) to assist with the construction of the Edmonds Waterfront Center. ESC can draw down on the Line of Credit to pay construction costs. The total amount of construction draws against the Line of Credit at the close of business on October 31, 2020 will convert to a seven year term loan on November 1, 2020.

First Financial Northwest Bank is only willing to provide these funding options to the ESC pending that the City open a \$2 million Certificate of Deposit at The Bank. In other words, the City will have to open a \$2 million Certificate of Deposit, prior to the ESC's first draws down on the Line of Credit. The Bank will use the CD as collateral for the loan.

First Financial Northwest Bank's loan rate will maintain a 2% margin over the pledged CD rate, initially set at 1.68%. The CD interest earnings rate will be adjusted each November 1st to match the Bank's current Market Rate CD. The Bank will release 1/7th of the value of the CD each November 1st, beginning on November 1, 2021.

First Financial Northwest Bank's loan fees total \$11,500.

Bank 2: Cashmere Valley Bank will provide a \$2 million Loan to the Edmonds Senior Center (ESC) to assist with the construction of the Edmonds Waterfront Center. ESC can draw down on the Loan as needed to pay construction costs. ESC be allowed to make construction draws against the Loan through the close of business on October 30, 2020. The loan would mature on December 31, 2027.

Cashmere Valley Bank is only willing to provide these funding options to the ESC pending that the City deposit matching funds at The Bank. The Bank will use the City's deposit as collateral for the loan. Details of Cashmere Valley Bank's loan terms and conditions are listed on the attached Term Sheet.

Cashmere Valley Bank's loan rate will be a floating rate equal to the Wall Street Journal Prime Rate currently at 4.75%. The Banks' deposit interest earnings rate will be adjusted monthly to match the Washington State Local Investment Pool rate plus 0.05%. As the ESC makes loan principal, The Bank will release a corresponding amount of the City's deposit.

Cashmere Valley Bank requires a "Call Option" in the event the spread between the Loan's interest rate and the deposit interest rate fall below 1.00%.

Cashmere Valley Bank's loan fees total \$1,000.

Bank 3: WaFd Bank will provide a \$2 million Loan to the Edmonds Senior Center (ESC) to assist with the construction of the Edmonds Waterfront Center. ESC can draw down on the Loan as needed to pay construction costs. ESC be allowed to make construction draws against the Loan through the close of business on December 1, 2021. WAFd Bank's loan period is for seven years.

WaFd Bank is only willing to provide these funding options to the ESC pending that the City deposit matching funds at The Bank. The Bank will use the City's deposit as collateral for the loan.

WaFd Bank Bank offer three loan options. All options have the same loan rate of 3.12%. Loan fees and the City's CD investment rates vary as follows:

Option1: CD investment rate is 2.00% and the loan fee totals \$50,000.

Option2: CD investment rate is 1.00% and the loan fee totals \$25,000.

Option3: CD investment rate is 0.00% and the loan fee totals \$5,000.

All three bank's Term Sheet are attached and an overview of the Term Sheets are listed in the attached Senior Center Bank Loan Comparison. The city council has previously given direction to work with First Financial Northwest. If the above recommended motion is approved, the City will execute an Assignment of Deposit Account in the amount of \$2,000,000. This Assignment of Deposit Account is the document that allows the bank to use the City's forthcoming \$2,000,000 deposit as collateral for the loan to be made by the bank to the Senior Center. A copy of the Assignment of Deposit Account is attached to the proposed resolution.

Edmonds Senior Center Financial Pro Forma

The Edmonds Senior Center staff assembled Pro Forma (copy of Pro Forma included in both the March 3rd and March 10th Council packets) and includes revenue/expense projections, cash flow projections, rental rates and a donor pledge aging report. The Finance Director and the Assistant Finance Director conducted an extensive review of the ESC's financial projections, financial history, and interviewed the Senior Center Management team regarding their projections, and we concluded that the projections appear to be reasonable. The Management team we talked to included; Senior Center Executive Director, Farrell Fleming, Campaign Director and Project Manager, Daniel Johnson and Senior Center Accounting Manager, Chris Wolfe.

During the Pro Forma review, there are three items that stand out:

- 1) Projected revenues increase significantly over prior actual revenues
- 2) Projected expenses increase significantly over prior year actuals.
- 3) A significant amount of donor pledges come in between now and the end of 2025

During our interview with the Senior Center Management team (Team), we asked the team about these three items to learn more.

First, regarding the increased revenues, the Team provided us of several explanations:

- 1) The most noteworthy reason is simply that they are moving into a big new beautiful building that will significantly increase rental and catering revenues.
- 2) With a new building, the Team believes they also will attract new members which will increase membership dues.
- 3) With an expanded building size, the Team believes they will also be able to expand services. As an example, they intend to add new services for veterans, which also will aid in the recruitment of more new members and open new grant opportunities.
- 4) With a new building, the Team believes that many of the capital donors will also become new operating donors, and also with all the attention that the capital brought to the surrounding communities, a greater/wider awareness will bring new members and increasing donor pools

Second, regarding the increased expenses, the Team stated that:

- 1) With the increased building footprint, staffing will increase to make the most use of the new facility. ESC intends to add four new positions to include a receptionist, fundraiser, rental manager and a building superintendent.
- 2) With ESC assuming ownership of the building, they have to increase their insurance and maintenance budgets.

Third, regarding the sizable donor receivable, the Team said that they fully believe all the donors will make good on their respective pledges, stating that not one donor has reneged on a donation to date.

Rental Rates/ Rental Rate Comparison

To the reviewer of the information in tonight's packet, one can easily misjudge the new Waterfront Center rates as being too high. When one looks closer at the rental rates for comparable venues to the new Edmonds Waterfront Center they may come up with the idea that perhaps the Edmonds Waterfront Center rates may be low and that the corresponding rental income may be too conservative. However, when one looks at all the amenities the new tenants will have available, and add in the waterfront location the projected rental income seems very reasonable.

City of Edmonds and Edmonds Senior Center Agreement

The City of Edmonds and Edmonds Senior Center Amendment to Ground Lease (Agreement) is also attached to the proposed resolution. The Agreement contains strong incentives designed to increase the likelihood of the Senior Center's full repayment of all funds borrowed from Bank.

The Agreement also captures other terms that settle certain issues or questions that have arisen since the time the ground lease was approved. Some of these terms may be viewed as mere clarifications, while others might be viewed as consideration for the City's willingness to provide the \$2,000,000 collateral.

The following material terms are included in the Amendment:

- 1) For every \$100,000 of City collateral that is lost to the bank, the City would take one year off the Senior Center's lease term. The maximum reduction of the lease term would still leave ten years within which the Senior Center would be able to operate its programs.
- 2) Use of facility and catering: City will have the use of the building free of charge Monday - Thursday (as per lease agreement) and not be subjected to catering requirements for events like the annual holiday breakfast or luncheon and annual employee recognition. Additionally, City will have access to second floor rooms without being subjected to a catering requirement.
- 3) City will have exclusive use of a space for office and/or storage.
- 4) City will have some guaranteed weekday use during summer time and other times when school is not in session.
- 5) City will be able to reserve one Saturday evening per year for a City special event like the Daddy Daughter Dance.
- 6) One City staff member will be appointed to ESC Board and ESC Finance Committee with full voting authority.

Attachments:

2020-03-19 resolution v2
 2020-03-19 amendment to ground lease ESC
 Assignment of Deposit Account
 First Financial Northwest Bank Rating
 FFNW Q4 2019 Earnings Release
 FFNW Bank term sheet
 Cashmere Valley Bank Term Sheet
 WaFdBank Term Sheet
 Senior Center Business Loan Agreement Opt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, AUTHORIZING THE EXECUTION OF AN ASSIGNMENT OF DEPOSIT ACCOUNT AND AN AMENDMENT TO GROUND LEASE IN RELATION TO THE CITY'S PROVIDING OF \$2,000,000 COLLATERAL IN SUPPORT OF THE EDMONDS SENIOR CENTER'S BORROWING OF UP TO \$2,000,000 FROM FIRST FINANCIAL NORTHWEST BANK TO COMPLETE CONSTRUCTION OF THE EDMONDS WATERFRONT CENTER.

WHEREAS, the City of Edmonds is a noncharter optional municipal code city which is, and at all times shall be, duly organized under Title 35A RCW, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law; and

WHEREAS, pursuant to RCW 35A.11.020, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of this state before or after the enactment of Title 35A RCW; and

WHEREAS, pursuant to RCW 35A.11.050, the general grant of municipal power conferred by Title 35A RCW on legislative bodies of noncharter code cities is intended to confer the greatest power of local self-government consistent with the Constitution of this state and shall be construed liberally in favor of such cities; and

WHEREAS, the City of Edmonds, by and through its legislative body, has the full power and authority to transact the business and activities in which it presently engages or presently proposes to engage; and

WHEREAS, the Edmonds city council met on March 3, 2020 and March 10, 2020 to discuss and deliberate concerning the proposed collateral arrangement of the Edmonds Senior Center's \$2,000,000 loan; and

WHEREAS, the Edmonds city council met on March 3, 2020 and March 10, 2020 to discuss and deliberate concerning the associated amendments to the ground lease between the City and the Edmonds Senior Center ("ESC"); and

WHEREAS, a quorum of the Edmonds city council met on March 24, 2020 to consider taking final action on this resolution to approve the assignment of deposit account and the ground lease amendments; and

WHEREAS, the loan arrangement with ESC is a benefit to the City and that the City is willing to grant the \$2,000,000 collateral to secure the indebtedness of ESC; and

WHEREAS, the City and ESC have entered into a ground lease that allows ESC to construct a new building on the City's property; and

WHEREAS, construction of the new building has commenced; and

WHEREAS, the ground lease is being amended to include terms that are intended to make it less likely that the City's collateral would be called upon by the bank; and

WHEREAS, the ground lease is being amended to clarify other terms that relate to the shared use of the building and intended use of the building as a place for community gatherings; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Assignment of Deposit Account among the City of Edmonds, First Financial Northwest Bank, and the Edmonds Senior Center, in the amount of \$2,000,000, and dated March 13, 2020, as shown in **Exhibit A** hereto, is approved as to all of its terms.

Section 2. The Amendment to Ground Lease between the City of Edmonds and the Edmonds Senior Center, attached hereto as **Exhibit B**, is approved as to all of its terms.

Section 3. Mike Nelson, having been duly elected to serve as mayor of the City of Edmonds, is hereby authorized to execute on behalf of the City the documents referenced in Sections 1 and 2, above.

Section 4. Scott James, being the duly appointed finance director of the City of Edmonds, is hereby authorized to provide the security and to make the \$2,000,000 deposit contemplated by the Assignment of Deposit Account referenced in Section 1, above.

Section 5. Mike Nelson and/or Scott James are hereby authorized to do or perform any other further acts necessary to or proper in order to carry out the provisions of this Resolution.

Section 6. Any and all acts authorized pursuant to this Resolution and performed prior to the date of the Resolution are hereby ratified and approved.

RESOLVED this ____ day of ____, 2020.

CITY OF EDMONDS

MAYOR, MIKE NELSON

ATTEST:

CITY CLERK, SCOTT PASSEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. ____

AMENDMENT TO GROUND LEASE

THIS AMENDMENT TO GROUND LEASE (this "Amendment"), effective the _____ day of _____, 2020 ("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 Ground Lease dated April 15, 2019 (the "2019 Lease"), the Term of which is scheduled to expire on April 14, 2059 unless extended by the fifteen-year option to extend in the 2019 Lease; and

WHEREAS, the 2019 Lease was recorded in Snohomish County's real property records under auditor's file number 201911130021; and

WHEREAS, subsequent to the execution and recording of the 2019 Lease, the Senior Center determined that it would need to obtain a bank loan to complete the construction of the Edmonds Waterfront Center on the property subject to the 2019 Lease; and

WHEREAS, the Senior Center's new bank loan is expected to take the form of a ~~letter of credit~~Line of Credit / Term Loan in the amount of Two Million Dollars (\$2,000,000) (the "~~Letter of Credit~~Line of Credit / Term Loan") due to the fact that the Senior Center's fundraising is ongoing, making it unclear exactly how much money the Senior Center will need to borrow; and

WHEREAS, the ~~Letter of Credit~~Line of Credit / Term Loan will have a Maturity Date of ~~October 31~~November 1, 2027, by which date, the Senior Center shall be required to fully repay any outstanding balance on the ~~Letter of Credit~~Line of Credit / Term Loan, including all interest and any other amounts owing to the bank under the terms of the Promissory Note between the bank and the Senior Center; and

WHEREAS, the Senior Center has asked the City to guarantee the ~~Letter of Credit~~Line of Credit / Term Loan; and

WHEREAS, the nature of the City's guarantee would be such that the City would be required to keep \$2,000,000 on deposit with the bank while the Senior Center's ~~Letter of Credit~~Line of Credit / Term Loan is outstanding; and

WHEREAS, under the contemplated lending agreements, if the Senior Center fails to make timely payments during the term of its ~~Letter of Credit~~Line of Credit / Term Loan or fails to completely repay any amounts owing under the ~~Letter of Credit~~Line of Credit / Term Loan by the Maturity Date, the bank would be entitled to deduct from the City's funds on deposit any amount that the Senior Center fails to pay the bank, including, but not limited to, any balance still owing the bank as of the Maturity Date; and

WHEREAS, any amount so deducted from the City's funds on deposit, whether during the term of the ~~Letter of Credit~~Line of Credit / Term Loan or at the Maturity Date, shall be referred to herein as a Guarantee Payment;

WHEREAS, the City, while willing to assist the Senior Center, does not intend to make a permanent loan or gift to the Senior Center in the form of the Guarantee Payment(s) referenced above, and wants to ensure that the Senior Center's leaders and donors are sufficiently motivated to facilitate the successful completion of the Senior Center's capital campaign so that no such payment is necessary; and

WHEREAS, the City intends the terms of this Amendment to provide that motivation; NOW THEREFORE,

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 Amendment, agree as follows:

1. Amendment of Ground Lease. The City and Senior Center hereby amend the following provisions of the 2019 Lease (new text is shown in double underline; deleted text is shown in ~~strikethrough~~):

- a. SECTION 2, entitled "TERM," shall be amended to read as follows:

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 in 2.2 below~~herein~~, and subject to the provisions of 2.3 below, which shorten the Lease Term proportionally to the extent of any Guarantee Payments made by the City.

2.2 Extension of Lease 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) it shall not be in material default at the time of providing Notice of its Lease Extension and thereafter; (ii) it shall provide written Notice of its Lease Extension at least one hundred eighty (180) days prior to the Termination of the Lease Term; and (iii) the ~~Letter of Credit~~Line of Credit / Term Loan shall have been fully paid off by the ~~Letter of Credit~~Line of Credit / Term Loan Maturity Date of ~~October 31~~November 1, 2027 without any Guarantee Payment needing to have been made by the City at any time during the term of the ~~Letter of Credit~~Line of Credit / Term Loan.

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.

2.3 Shortening of Lease Term. For every One Hundred Thousand Dollars (\$100,000) of Guarantee Payment made by the City, the Lease Term shall be shortened by one year. Any fraction of a One Hundred Thousand Dollar Guarantee Payment shall result in an additional one year shortening of the Lease Term, including any Guarantee Payment made resulting from the Senior Center's failure to make a timely payment during the term of the ~~Letter of Credit~~Line of Credit / Term Loan. If multiple Guarantee Payments of less than One Hundred Thousand Dollars are made during the term of the ~~Letter of Credit~~Line of Credit / Term Loan, the sum of the Guarantee Payments shall be tallied for the purpose of determining the extent of the shortened Lease Term.

2.3.1 Example #1: if the City's Guarantee Payment equals exactly One Million Two Hundred Thousand Dollars (\$1,200,000), on the Maturity Date, and no Guarantee Payments are made before the Maturity Date, then the Lease Term shall be shortened by twelve years.

2.3.2 Example #2: if the City's Guarantee Payment equals exactly One Million Two Hundred Thousand and One Dollars (\$1,200,001), on the Maturity Date, and no Guarantee Payments are made before the Maturity Date, then the Lease Term shall be shortened by thirteen years.

2.3.3 Example #3: if the City's Guarantee Payment equals exactly One Million Two Hundred Thousand Dollars (\$1,200,000), on the Maturity Date, and the City also had to make three Ten Thousand Dollar payments during the term of the ~~Letter of Credit~~Line of Credit / Term Loan, then the Lease Term shall be shorted by thirteen years (twelve years for the Guarantee Payment made at the Maturity Date and one year for Thirty Thousand Dollars paid during the term of the ~~Letter of Credit~~Line of Credit / Term Loan).

2.3.4 Example #4: if the City's Guarantee Payment equals exactly One Million Two Hundred Thousand Dollars (\$1,200,000), on the Maturity Date, and the City also had to make eleven Ten Thousand Dollar payments during the term of the ~~Letter of Credit~~Line of Credit / Term Loan, then the Lease Term shall be shorted by fourteen years (twelve years for the Guarantee Payment made at the Maturity Date and two years for One Hundred Ten Thousand Dollars paid during the term of the ~~Letter of Credit~~Line of Credit / Term Loan).

2.3.5 Example #5: if the City's Guarantee Payment equals exactly One Million Two Hundred Thousand and One Dollars (\$1,200,001), on the Maturity Date, and the City also had to make three Ten Thousand Dollar payments during the term of the ~~Letter of Credit~~Line of Credit / Term Loan, then the Lease Term shall be shorted by thirteen years (in this case the three Ten Thousand Dollar payments shall be combined in the same fraction of \$100,000 as the One Dollar over the \$1,200,000).

2.4 Regardless of the amount or number of the Guarantee Payments made, the provisions of subsection 2.3, above, shall not operate to shorten the Lease Term to such an extent as to prevent the Senior Center from satisfying its duty to the State of Washington Department of Commerce under its Leasehold Promissory Note and Leasehold Deed of Trust, which require the Senior Center to use its \$4,000,000 state grant award as required by the grant contract for a period of ten (10) years.

- b. SECTION 1.2, entitled "Use of the Property," shall be amended to read as follows:

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, ~~catered~~ events and the operation of a ~~thrift store and cafe~~coffee kiosk, 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. ~~For the~~

purpose of generating such revenue, the Senior Center shall be authorized to enter into an agreement with a caterer which would give the caterer exclusive rights to operate a coffee kiosk, a lunch café for low-income seniors (which would also be open to the public), and a catered event space at the Edmonds Waterfront Center in exchange for a commercially reasonable payment from the caterer to the Senior Center, SUBJECT TO THE FOLLOWING PROVISIONS:

1.2.1.1.a. the City shall be given the opportunity to provide input on the catering agreement before the terms are finalized;

1.2.1.1.b. the term of the catering agreement shall be limited to five years, and any extension thereof beyond the initial five-year term shall be subject to the approval of the City, which approval shall not be unreasonably withheld;

1.2.1.1.c. regardless of the day, time, or number of attendees, the caterer's exclusivity rights on the second floor of the Edmonds Waterfront Center shall be limited to precluding on-site catering served by another professional caterer;

1.2.1.1.d. regardless of the day, time, or number of attendees the caterer's exclusivity rights on the second floor of the Edmonds Waterfront Center shall not preclude the following: individual meals (e.g., "sack lunches") that are brought by attendees of classes and events; potluck food events; boxed meals that are delivered to the site; and other professionally prepared food that is delivered to the second floor of the Edmonds Waterfront Center, as long as the food is not served by the vendor or any other food service professional; similarly, alcoholic beverages may be consumed on the second floor outside of the caterer's exclusivity rights, PROVIDED THAT guidelines for alcohol consumption on the second floor will be mutually agreed upon subject to requirements of the Washington State Liquor & Cannabis Board;

1.2.1.1.e. for the purposes of subsections 1.2.1.1.c. and 1.2.1.1.d., above, the phrase "served by" shall include any kind of professionally staffed food service, including, but not limited to, table service for a sit-

down meal, staffed service of or refilling of a buffet, staffed beverage pouring, etc.

1.2.1.1.f. except as described in subsection 1.2.1.1.g. and 1.2.1.1.h., below, the catering agreement for the first floor of the Edmonds Waterfront Center shall allow the caterer to be the only provider of food or beverage that is consumed on the first floor, and may specifically preclude provision of food on the first floor as would be allowed on the second floor under subsection 1.2.1.1.d.

1.2.1.1.g. notwithstanding subsection 1.2.1.1.f., above, the catering agreement shall not require the purchase of food or beverage from the on-site caterer where a first-floor event during City Hours is of a type that food and beverage are not needed.

1.2.1.1.h. notwithstanding subsection 1.2.1.1.f., above, the catering agreement shall: 1) allow cupcakes and juice purchased from a source other than the caterer to be served on the first floor during the Daddy Daughter Dance or other event allowed pursuant to subsection 1.2.2.1.c., below; 2) allow the consumption of coffee and cookies from off-site vendors and 3) require the caterer to prepare and serve a pancake breakfast for all the City's employees during the City's Annual Holiday Breakfast referenced in subsection 1.2.2.1.d, below.

1.2.2 Allowed Uses of the Property by the City. The City of Edmonds shall be given access to and use of the Building so it may offer recreational and other programs to the public. Except for the first-floor kitchen and ~~thrift shop and coffee kiosk~~ café areas, the City will be allowed first-priority use of the Building Monday through Thursday, 4:00pm – ~~close~~ 10:00 p.m. (hereinafter the "City Hours"). The Senior Center shall have first-priority use of the Building at all other times (hereinafter the "Senior Center Hours"), except as provided in subsection 1.2.2.1. 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 or by rental to a third-party, PROVIDED THAT all rental revenue shall accrue to the Senior Center. 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 related to uses, hours, etc.

1.2.2.1 Exceptions to the Senior Center's first-priority use of the Building. The following are exceptions to the Senior Center's first-priority use rights described in subsection 1.2.2, above.

1.2.2.1.a. Office/Storage Space. Senior Center shall construct a lockable space within the Building, which is suitable for the City's office and/or storage uses. Senior Center shall finish that space to the same degree as other similar spaces within the Building.

1.2.2.1.b. Summer Time And Other Weekdays When Edmonds School District Is Not In Session. The City shall have first-priority use of one mutually agreed upon space for programming on weekdays when the Edmonds School District is not scheduled to be in session, including weekday holidays, school breaks, and summer vacations.

1.2.2.1.c. The Senior Center shall make the banquet space available to the City for one Saturday evening each February, to allow for the scheduling of one City special event, such as the Daddy Daughter Dance.

1.2.2.1.d. The Senior Center shall make the banquet space available to the City for one weekday morning each December, to host one City special event, such as the City's Annual Holiday Breakfast.

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.), PROVIDED THAT the City shall not be subject to any rental charges for its use of the Building at any time. In allocating such operating costs between the parties, the parties shall estimate: 1) the number of square feet of the Building that are used pursuant to a City program and duration of that use, including any square footage that goes unused during City Hours; 2) the number of square feet of the Building that are used pursuant to a Senior Center program and duration of that use; and 3) the number of square feet of the Building that are used pursuant to a revenue-generating event or activity and duration of that use. The City shall

only be responsible to pay the operating costs that are estimated to be associated with the first of these three categories.

2. City Board Seat. For as long as the ~~Letter of Credit~~ Line of Credit / Term Loan is outstanding, the City shall be entitled to appoint a City representative to sit as a voting member of the Senior Center's board and executive committee.

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the day, month and year first written above.

LESSEE:

EDMONDS SENIOR CENTER

By: _____

Its: _____

APPROVED AS TO FORM:

By: Jeff Taraday
City Attorney

LESSOR:

THE CITY OF EDMONDS

By: Mike Nelson

As its Mayor

APPROVED BY CITY COUNCIL ON:

ATTEST:

City Clerk

Attachment: 2020-03-19 amendment to ground lease ESC (Senior Center Loan Request)

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I have evidence that Mike Nelson 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:_____

 PRINTED NAME:_____

 NOTARY PUBLIC

In and for the State of Washington

My commission expires:_____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I have evidence that _____ 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 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:_____

 PRINTED NAME:_____

 NOTARY PUBLIC

In and for the State of Washington

My commission expires:_____

Attachment: 2020-03-19 amendment to ground lease ESC (Senior Center Loan Request)

ASSIGNMENT OF DEPOSIT ACCOUNT

8.1.c

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	03-13-2020	11-01-2027	270451			LUMM	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower:
Edmonds Senior Center
220 Railroad Ave
Edmonds, WA 98020

Lender:
First Financial Northwest Bank
207 Wells Ave S
PO Box 1130
Renton, WA 98057

Grantor:
City of Edmonds
121 5th Ave N
Edmonds, WA 98020

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated March 13, 2020, is made and executed among City of Edmonds ("Grantor"); Edmonds Senior Center ("Borrower"); and First Financial Northwest Bank ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

CD Account Number _____ with Lender with an approximate balance of \$2,000,000.00

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

- (A) All property to which Lender acquires title or documents of title.
- (B) All property assigned to Lender.
- (C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.
- (D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

- Ownership.** Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.
- Right to Grant Security Interest.** Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.
- No Prior Assignment.** Grantor has not previously granted a security interest in the Collateral to any other creditor.
- No Further Transfer.** Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.
- No Defaults.** There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.
- Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.
- Validity; Binding Effect.** This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the

ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

Loan No: 270451

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occurrence of any Event of Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Borrower to Lender immediately due and payable, without notice of any kind to Borrower or Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Borrower or Grantor as the interests of Borrower or Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Washington Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Washington Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

NOTICE OF ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

COUNTERPARTS; FAXED SIGNATURES. This document may be executed in any number of counterparts and by different parties to this document on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Agreement has been accepted

ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

Loan No: 270451

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State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Borrower's or Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Borrower and Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means Edmonds Senior Center and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means City of Edmonds.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Financial Northwest Bank, its successors and assigns.

Note. The word "Note" means the Note dated March 13, 2020 and executed by Edmonds Senior Center in the principal amount of \$2,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Attachment: Assignment of Deposit Account (Senior Center Loan Request)

ASSIGNMENT OF DEPOSIT ACCOUNT
(Continued)

Loan No: 270451

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 13, 2020.

GRANTOR:

CITY OF EDMONDS

By: _____
Authorized Signer for City of Edmonds

BORROWER:

EDMONDS SENIOR CENTER

By: _____
Authorized Signer for Edmonds Senior Center

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Attachment: Assignment of Deposit Account (Senior Center Loan Request)

BauerFinancial has assigned its highest rating of 5 Stars to First Financial Northwest Bank.

Tell Me More	Star Rating	Name	FDIC Certificate Number
TELL ME MORE	5 STARS	First Financial Northwest Bank - Renton, WA	29058

Star ratings are current as of 03/12/2020 . Bank star ratings are based on 12/31/2019 financial data; credit union star ratings are based on 12/31/2019 financial data.

Downloadable reports on individual institutions as well as on groups of institutions are also available from the "Tell Me More" Button.

Three easy ways to lookup an institution. First, select Bank Rating or Credit Union Rating, then...

- 1) Select a State. An alphabetical list of all institutions in that state will display below.
- 2) Select by institution name. Begin typing and a list will appear with the institutions that match your input.
- 3) If you know the **FDIC** Certificate Number or **NCUA** Charter Number, enter the unique number.

STAR RATING DEFINITIONS:

5 STARS Superior (These institutions are recommended by Bauer.)

About BauerFinancial:



BauerFinancial is the source for unbiased, independent bank and credit union star-ratings. No institution pays for its rating, nor can they avoid a rating.

BauerFinancial, Inc. has been analyzing and reporting on the financial condition of the nation's banking industry since 1983. With our help, countless depositors successfully navigated their way through the savings and loan crisis of the '80s when others lost much of their savings in uninsured deposits. **Bauer** was there for them again during the Great Recession circa 2008.

Through the years **BauerFinancial** earned the reputation of "the nation's bank rating service". Now, after more than three decades, hundreds of newspapers depend on our ratings for their readers. Over the years, federal and state regulators have referred thousands of inquirers to **Bauer** as well.

Ratings and reports are compiled from financial data for the period noted as reported to federal regulators. The financial data obtained from these sources is consistently

reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. **BauerFinancial** relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. **BauerFinancial**, Inc. is not a financial advisor; it is an independent bank research firm.

How do we do it? Each bank and credit union is required to file a detailed financial report with federal regulators four times a year. **BauerFinancial** obtains this data in its raw form directly from regulators. The quarterly data is subjected to a thorough analysis and is compared with historical data for consistency. Upon completion of the analysis, a star-rating is assigned based on a scale of zero to five stars with five stars being the strongest.

BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden. Although the financial data obtained from these sources is consistently reliable, the accuracy and completeness of the data cannot be guaranteed by **BauerFinancial** Inc.



For more information, contact:
 Joseph W. Kiley III, President and Chief Executive Officer
 Rich Jacobson, Executive Vice President and Chief Financial Officer
 (425) 255-4400

First Financial Northwest, Inc.
Reports Fourth Quarter Net Income of \$2.6 Million or \$0.26 per Diluted Share and
\$10.4 Million or \$1.03 per Diluted Share for the Year Ended December 31, 2019

Renton, Washington – January 23, 2020 - First Financial Northwest, Inc. (the “Company”) (NASDAQ GS: FFWN), the holding company for First Financial Northwest Bank (the “Bank”), today reported net income for the quarter ended December 31, 2019, of \$2.6 million, or \$0.26 per diluted share, compared to net income of \$2.5 million, or \$0.25 per diluted share, for the quarter ended September 30, 2019, and \$2.2 million, or \$0.21 per diluted share, for the quarter ended December 31, 2018. For the year ended December 31, 2019, net income was \$10.4 million, or \$1.03 per diluted share, compared to net income of \$14.9 million, or \$1.43 per diluted share, for the year ended December 31, 2018.

“I am pleased with the growth in both deposit and loan balances during the quarter,” stated Joseph W. Kiley III, President and Chief Executive Officer. “I am also encouraged by the slight improvement in our net interest margin this quarter, after experiencing declines in each of the preceding six quarters,” continued Kiley. “The modest increase in net interest margin was primarily the result of a 10 basis point reduction in our cost of funds, an area receiving significant attention throughout the Bank. To this end, we continue to expand into new markets to attract lower cost deposits and enhance our growth prospects. During the fourth quarter, we entered the vibrant Kirkland, Washington market and we intend to expand into the University Place market, opening our first office in Pierce County in the first quarter of 2020. Different from traditional branch models, our expansion strategy starts with identifying a team of bankers with extensive experience and relationships in a particular market. Subsequently, we locate them in a small, efficient office space in that market, equipped with current technology to allow our bankers to demonstrate digital banking to their customers,” continued Kiley. “Offices in each of our markets include a conference room equipped with leading edge technologies that is made available to the local community,” concluded Kiley.

Net loans receivable totaled \$1.11 billion at December 31, 2019, compared to \$1.08 billion at September 30, 2019, and \$1.02 billion at December 31, 2018. The average balance of net loans receivable totaled \$1.09 billion for the quarter ended December 31, 2019, compared to \$1.07 billion for the quarter ended September 30, 2019, and \$1.01 billion for the quarter ended December 31, 2018. For the year ended December 31, 2019, the average balance of net loans receivable was \$1.06 billion, compared to \$995.8 million for the year ended December 31, 2018.

The Company did not record a provision for loan losses in the quarter ended December 31, 2019, compared to a \$100,000 provision for loan losses in the quarter ended September 30, 2019, and a \$200,000 provision for loan losses in the quarter ended December 31, 2018. There was no provision for loan losses in the most recent quarter despite our loan growth primarily due to credit upgrades for certain loan relationships reducing the amounts required to be allocated for loan losses for those credits and the continued strength in our loan

Attachment: FFWN Q4 2019 Earnings Release (Senior Center Loan Request)

portfolio quality metrics. In addition, the Bank realized recoveries of \$57,000 on loans previously charged off and balances declined in loan categories typically associated with higher allowances due to loan payoffs, further reducing the need for additions to the allowance for loan and lease losses. The provision in the quarter ended September 30, 2019, was primarily due to growth in loans receivable. The provision for loan losses in the quarter ended December 31, 2018, was primarily due to a combination of growth in net loans receivable and a change in loan mix. For the year ended December 31, 2019, the recapture of provision for loan losses totaled \$300,000, compared to a recapture of provision for loan losses of \$4.0 million, which included \$4.5 million in recoveries, recorded for the year ended December 31, 2018.

The Bank continued to expand its geographic footprint during the year opening its twelfth new office in Kirkland, King County, Washington, in the fourth quarter of 2019. The Bank has received regulatory approval to open its thirteenth office location in University Place, Pierce County, Washington, in the first quarter of 2020.

Highlights for the quarter and year ended December 31, 2019:

- Net loans increased to \$1.11 billion at December 31, 2019, from \$1.08 billion at September 30, 2019, and \$1.02 billion at December 31, 2018.
- Total deposits increased to \$1.03 billion at December 31, 2019, from \$1.02 billion at September 30, 2019, and \$939.0 million at December 31, 2018.
- The Company increased the regular quarterly cash dividend to shareholders to \$0.09 per share in the quarter ended June 30, 2019, from \$0.08 per share previously.
- The Company's book value per share was \$15.25 at December 31, 2019, compared to \$15.06 at September 30, 2019, and \$14.35 at December 31, 2018.
- The Company repurchased 45,100 shares at an average price of \$14.52 per share in the quarter ended December 31, 2019. For the year ended December 31, 2019, the Company repurchased a total of 479,052 shares at an average price of \$15.42 per share pursuant to two separate stock repurchase plans approved by its Board of Directors.
- The Bank's Tier 1 leverage and total capital ratios at December 31, 2019, were 10.3% and 14.4%, respectively, compared to 10.1% and 14.4% at September 30, 2019, and 10.4% and 14.7% at December 31, 2018.
- Based on management's evaluation of the adequacy of the Allowance for Loan and Lease Losses ("ALLL"), there was no provision for loan losses required for the quarter ended December 31, 2019.

The ALLL represented 1.18% of total loans receivable, net of undisbursed funds, at December 31, 2019, compared to 1.20% at September 30, 2019, and 1.29% at December 31, 2018. Nonperforming assets totaled \$549,000 at December 31, 2019, compared to \$591,000 at September 30, 2019, and \$1.2 million at December 31, 2018.

The following table presents a breakdown of nonperforming assets (unaudited):

	<u>Dec 31, 2019</u>	<u>Sep 30, 2019</u>	<u>Dec 31, 2018</u>	<u>Three Month Change</u>	<u>One Year Change</u>
(Dollars in thousands)					
Nonperforming loans:					
One-to-four family residential	\$ 95	\$ 98	\$ 382	\$ (3)	\$ (287)
Commercial real estate	—	—	326	—	(326)
Consumer	—	39	44	(39)	(44)
Total nonperforming loans	<u>95</u>	<u>137</u>	<u>752</u>	<u>(42)</u>	<u>(657)</u>
Other real estate owned ("OREO")	<u>454</u>	<u>454</u>	<u>483</u>	<u>—</u>	<u>(29)</u>
Total nonperforming assets ⁽¹⁾	<u>\$ 549</u>	<u>\$ 591</u>	<u>\$ 1,235</u>	<u>\$ (42)</u>	<u>\$ (686)</u>
Nonperforming assets as a percent of total assets	<u>0.04%</u>	<u>0.05%</u>	<u>0.10%</u>		

⁽¹⁾ The difference between nonperforming assets reported above, and the totals reported by other industry sources, is due to their inclusion of all Troubled Debt Restructured Loans ("TDRs") as nonperforming loans, although 100% of our TDRs were performing in accordance with their restructured terms at December 31, 2019.

OREO remained at \$454,000 for both December 31, 2019, and September 30, 2019, but declined from \$483,000 at December 31, 2018, as a result of a write down in value of the two remaining OREO properties during the quarter ended March 31, 2019.

In circumstances where a customer is experiencing significant financial difficulties, the Company may elect to restructure the loan so the customer can continue to make payments while minimizing the potential loss to the Company. Such restructures must be classified as TDRs. At December 31, 2019, TDRs totaled \$5.2 million following \$1.4 million in payoffs and payments in the quarter, compared to \$6.6 million at September 30, 2019, and \$9.4 million at December 31, 2018.

Net interest income totaled \$9.7 million for both the quarters ended December 31 and September 30, 2019, compared to \$10.0 million for the quarter ended December 31, 2018. The change in net interest income compared to the prior year period was due primarily to a reduction in the Company's net interest margin between periods. For the year ended December 31, 2019, net interest income totaled \$38.9 million, compared to \$41.2 million for the year ended December 31, 2018. The reduction in 2019 was due to the net interest margin reduction noted above, as the cost of interest-bearing liabilities increased significantly in 2019.

Total interest income was \$15.0 million during the quarter ended December 31, 2019, compared to \$15.2 million during the quarter ended September 30, 2019, and \$14.3 million in the quarter ended December 31, 2018. The decline from the quarter ended September 30, 2019, was due primarily to a decline in the average yield on interest-earning assets, while the increase over the quarter ended December 31, 2018, was due to growth in the average balance of total interest-earning assets outpacing the reduction in average yield on interest-earnings assets between the periods.

Total interest expense declined to \$5.3 million for the quarter ended December 31, 2019, from \$5.6 million in the quarter ended September 30, 2019, and increased from \$4.3 million for the quarter ended December 31, 2018. The decline from the quarter ended September 30, 2019, was due primarily to lower wholesale funding liabilities. Specifically, we redeemed higher rate brokered certificates of deposit and replaced them with lower cost alternatives during the quarter, as discussed in detail below. In addition, interest on FHLB advances declined as we replaced higher cost advances using interest rate swaps to secure lower interest rate advances. An overall higher cost of interest-bearing liabilities contributed to increased interest expense in the quarter ended December 31, 2019, compared to the quarter ended December 31, 2018. For the year ended December 31, 2019, the cost of interest-bearing liabilities increased to 1.92%

compared to 1.46% for the year ended December 31, 2018. This higher interest rate environment, along with an increase in the average balance of total interest-bearing liabilities, resulted in the significant increase in total interest expense for the year. The balance of brokered certificates of deposits were reduced to \$94.5 million at December 31, 2019, from \$138.6 million at September 30, 2019, and \$97.8 million at December 31, 2018. For the second quarter in a row, the Bank replaced a portion of its callable brokered certificates of deposit portfolio with lower rate alternatives. Specifically, in addition to replacing certain maturing brokered deposits with short term FHLB advances, the Bank redeemed \$10.2 million in callable brokered deposits with a weighted average rate of 3.33% and weighted average remaining term of 2.4 years. These funds were replaced with lower rate three-month FHLB advances and a concurrent 4-year, \$10.0 million notional pay fixed interest rate swap for which the Bank will pay 1.59% and in exchange will receive variable rate amounts from the interest rate swap counter party based on three-month LIBOR. This redemption accelerated approximately \$33,000 in unamortized fees relating to the original acquisition of the callable brokered deposits, increasing interest expense by this amount in the quarter ended December 31, 2019. Advances from the FHLB totaled \$137.7 million at December 31, 2019, compared to \$121.0 million at September 30, 2019, and \$146.5 million at December 31, 2018. The average cost of FHLB advances was 1.66% for the quarter ended December 31, 2019, compared to 2.02% for the quarter ended September 30, 2019, and 2.12% for the quarter ended December 31, 2018. For the year ended December 31, 2019, the average cost of FHLB advances was 2.09%, compared to 1.92% for the prior year.

The following table presents a breakdown of our total deposits at the dates indicated (unaudited):

	Dec 31, 2019	Sep 30, 2019	Dec 31, 2018	Three Month Change	One Year Change
Deposits:	(Dollars in thousands)				
Noninterest-bearing	\$ 52,849	\$ 49,398	\$ 46,108	\$ 3,451	\$ 6,741
Interest-bearing demand	65,897	53,197	40,079	12,700	25,818
Statement savings	17,447	21,647	24,799	(4,200)	(7,352)
Money market	377,766	332,722	339,047	45,044	38,719
Certificates of deposit, retail ⁽¹⁾	425,103	421,274	391,174	3,829	33,929
Certificates of deposit, brokered	94,472	138,590	97,825	(44,118)	(3,353)
Total deposits	<u>\$ 1,033,534</u>	<u>\$ 1,016,828</u>	<u>\$ 939,032</u>	<u>\$ 16,706</u>	<u>\$ 94,502</u>

⁽¹⁾ Balance of retail certificates of deposit for acquired branches are net of an unamortized aggregate fair value adjustment of \$28,000 at December 31, 2019, \$34,000 at September 30, 2019, and \$58,000 at December 31, 2018.

The following tables present an analysis of total deposits by office at the dates indicated (unaudited):

December 31, 2019							
	Noninterest-bearing demand	Interest-bearing demand	Statement savings	Money market	Certificates of deposit, retail	Certificates of deposit, brokered	Total
(Dollars in thousands)							
King County							
Renton	\$ 28,909	\$ 35,384	\$ 14,112	\$ 219,482	\$ 345,476	\$ -	\$ 643,363
Landing	4,625	1,855	32	13,919	9,095	-	29,526
Woodinville ⁽¹⁾	1,772	3,228	699	13,076	7,110	-	25,885
Bothell	545	1,178	31	5,779	4,312	-	11,845
Crossroads	3,751	7,943	107	52,042	11,481	-	75,324
Kent ⁽²⁾	370	2,753	-	4,036	1,055	-	8,214
Kirkland ⁽³⁾	-	43	-	-	-	-	43
Total King County	39,972	52,384	14,981	308,334	378,529	-	794,200
Snohomish County							
Mill Creek	2,295	1,790	504	19,440	10,687	-	34,716
Edmonds	4,243	3,718	177	24,644	17,007	-	49,789
Clearview ⁽¹⁾	3,194	3,538	807	7,445	4,775	-	19,759
Lake Stevens ⁽¹⁾	2,036	2,033	415	7,015	3,940	-	15,439
Smokey Point ⁽¹⁾	1,109	2,434	563	10,888	10,165	-	25,159
Total Snohomish County	12,877	13,513	2,466	69,432	46,574	-	144,862
Total retail deposits	52,849	65,897	17,447	377,766	425,103	-	939,062
Brokered deposits	-	-	-	-	-	94,472	94,472
Total deposits	\$ 52,849	\$ 65,897	\$ 17,447	\$ 377,766	\$ 425,103	\$ 94,472	\$ 1,033,534

⁽¹⁾ Balance of retail certificates of deposit for acquired branches are net of an unamortized aggregate fair value adjustment of \$28,000.

⁽²⁾ Kent office opened January 31, 2019.

⁽³⁾ Kirkland office opened November 12, 2019.

September 30, 2019							
	Noninterest-bearing demand	Interest-bearing demand	Statement savings	Money market	Certificates of deposit, retail	Certificates of deposit, brokered	Total
(Dollars in thousands)							
King County							
Renton	\$ 27,163	\$ 21,905	\$ 17,980	\$ 208,086	\$ 340,156	\$ -	\$ 615,290
Landing	3,323	1,826	39	16,432	10,606	-	32,226
Woodinville ⁽¹⁾	2,287	2,130	672	13,303	6,996	-	25,388
Bothell	420	690	9	5,207	4,091	-	10,417
Crossroads	2,647	7,047	53	29,124	12,740	-	51,611
Kent ⁽²⁾	134	2,657	6	4,524	849	-	8,170
Total King County	35,974	36,255	18,759	276,676	375,438	-	743,102
Snohomish County							
Mill Creek	2,456	3,088	622	16,196	11,077	-	33,439
Edmonds	4,166	5,474	286	17,421	17,222	-	44,569
Clearview ⁽¹⁾	3,504	3,839	874	6,696	3,527	-	18,440
Lake Stevens ⁽¹⁾	1,817	1,935	509	6,216	3,666	-	14,143
Smokey Point ⁽¹⁾	1,481	2,606	597	9,517	10,344	-	24,545
Total Snohomish County	13,424	16,942	2,888	56,046	45,836	-	135,136
Total retail deposits	49,398	53,197	21,647	332,722	421,274	-	878,238
Brokered deposits	-	-	-	-	-	138,590	138,590
Total deposits	\$ 49,398	\$ 53,197	\$ 21,647	\$ 332,722	\$ 421,274	\$ 138,590	\$ 1,016,828

⁽¹⁾ Balance of retail certificates of deposit for acquired branches are net of an unamortized aggregate fair value adjustment of \$34,000.

⁽²⁾ Kent office opened January 31, 2019.

The net interest margin was 3.09% for the quarter ended December 31, 2019, compared to 3.07% for the quarter ended September 30, 2019, and 3.41% for the quarter ended December 31, 2018. The modest improvement in the quarter ended December 31, 2019, compared to the quarter ended September 30, 2019, relates primarily to the reduction in rates paid on brokered deposits and FHLB advances. The resulting improvement in the Company's cost of funds more than outpaced the reduction in yields on interest-earning assets. The decline in net interest margin for the quarter ended December 31, 2019, compared to the quarter ended December 31, 2018, was due to an increase in the average cost of funds to 1.82% from 1.61%, along with a reduction in yield on average interest-earning assets yields, which declined to 4.78% from 4.88%, between periods. Net interest margin for the year ended December 31, 2019, was 3.19%, compared to 3.56% for the year ended December 31, 2018, primarily due to an increase in the average cost of funds to 1.84% from 1.39%, partially offset by a five basis point increase in the average yield on interest-earning assets between periods.

Noninterest income for the quarter ended December 31, 2019, totaled \$1.5 million, compared to \$1.0 million in the quarter ended September 30, 2019, and \$728,000 in the quarter ended December 31, 2018. The increase in noninterest income for the quarter ended December 31, 2019, compared to the quarters ended September 30, 2019 and December 31, 2018, was due almost entirely to increases in loan related fees during a strong quarter for loan activity, including an increase of \$175,000 in swap related fees and an increase in prepayment penalties received of \$218,000. For the year ended December 31, 2019, noninterest income increased to \$4.1 million, from \$2.9 million in 2018, due primarily to increases in loan related fees, wealth management revenue, BOLI income recognition and net gain on sale of investments.

Noninterest expense totaled \$8.0 million for the quarter ended December 31, 2019, compared to \$7.5 million for the quarter ended September 30, 2019, and \$7.7 million in the quarter ended December 31, 2018. Salaries and employee benefits for the quarter ended December 31, 2019, increased from the quarter ended September 30, 2019, primarily due to \$271,000 in severance related expenses due to the termination of the Bank's Chief Credit Officer during the quarter. In the quarter ended December 31, 2019, the Company significantly enhanced its online banking capabilities, resulting in higher data processing expense for the quarter. Regulatory assessments varied in the quarters ended December 31, 2019, and September 30, 2019, due to regulatory assessment credits received during those two quarters, with no such credit during the quarter ended December 31, 2018. Noninterest expense totaled \$30.4 million for the year ended December 31, 2019, compared to \$29.5 million in 2018. The increase in noninterest expense was due primarily to higher data processing, occupancy and equipment expenses and a modest increase in salaries and employee benefits.

First Financial Northwest, Inc. is the parent company of First Financial Northwest Bank; an FDIC insured Washington State-chartered commercial bank headquartered in Renton, Washington, serving the Puget Sound Region through 12 full-service banking offices. We are a part of the ABA NASDAQ Community Bank Index and the Russell 2000 Index. For additional information about us, please visit our website at ffnw.com and click on the "Investor Relations" link at the bottom of the page.

Forward-looking statements:

When used in this press release and in other documents filed with or furnished to the Securities and Exchange Commission (the "SEC"), in press releases or other public stockholder communications, or in oral statements made with the approval of an authorized executive officer, the words or phrases "believe," "will," "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "plans," or similar expressions are intended to identify "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not historical facts but instead represent management's current expectations and forecasts regarding future events many of which are inherently uncertain and outside of our control. Actual results may differ, possibly materially from those currently expected or projected in these forward-looking statements. Factors that

could cause our actual results to differ materially from those described in the forward-looking statements, include, but are not limited to, the following: increased competitive pressures; changes in the interest rate environment; changes in general economic conditions and conditions within the securities markets; legislative and regulatory changes; and other factors described in the Company's latest Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and other filings with the Securities and Exchange Commission – that are available on our website at www.ffnwb.com and on the SEC's website at www.sec.gov.

Any of the forward-looking statements that we make in this Press Release and in the other public statements are based upon management's beliefs and assumptions at the time they are made and may turn out to be wrong because of the inaccurate assumptions we might make, because of the factors illustrated above or because of other factors that we cannot foresee. Therefore, these factors should be considered in evaluating the forward-looking statements, and undue reliance should not be placed on such statements. We do not undertake and specifically disclaim any obligation to revise any forward-looking statements to reflect the occurrence of anticipated or unanticipated events or circumstances after the date of such statements. These risks could cause our actual results for 2020 and beyond to differ materially from those expressed in any forward-looking statements made by, or on behalf of, us and could negatively affect our operating and stock performance.

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Consolidated Balance Sheets
(Dollars in thousands, except share data)
(Unaudited)

Assets	Dec 31, 2019	Sep 30, 2019	Dec 31, 2018	Three Month Change	One Year Change
Cash on hand and in banks	\$ 10,094	\$ 7,615	\$ 8,122	32.6%	24.3%
Interest-earning deposits	12,896	6,103	8,888	111.3	45.1
Investments available-for-sale, at fair value	136,601	138,224	142,170	(1.2)	(3.9)
Loans receivable, net of allowance of \$13,218, \$13,161, and \$13,347, respectively	1,108,462	1,083,850	1,022,904	2.3	8.4
Federal Home Loan Bank ("FHLB") stock, at cost	7,009	6,341	7,310	10.5	(4.1)
Accrued interest receivable	4,138	4,407	4,068	(6.1)	1.7
Deferred tax assets, net	1,501	1,202	1,844	24.9	(18.6)
Other real estate owned ("OREO")	454	454	483	0.0	(6.0)
Premises and equipment, net	22,466	22,346	21,331	0.5	5.3
Bank owned life insurance ("BOLI")	31,982	31,681	29,841	1.0	7.2
Prepaid expenses and other assets	4,425	4,242	3,458	4.3	28.0
Goodwill	889	889	889	0.0	0.0
Core deposit intangible	968	1,005	1,116	(3.7)	(13.3)
Total assets	<u>\$ 1,341,885</u>	<u>\$ 1,308,359</u>	<u>\$ 1,252,424</u>	2.6%	7.1%
Liabilities and Stockholders' Equity					
Deposits					
Noninterest-bearing deposits	\$ 52,849	\$ 49,398	\$ 46,108	7.0%	14.6%
Interest-bearing deposits	980,685	967,430	892,924	1.4	9.8
Total Deposits	1,033,534	1,016,828	939,032	1.6	10.1
Advances from the FHLB	137,700	121,000	146,500	13.8	(6.0)
Advance payments from borrowers for taxes and insurance	2,921	5,043	2,933	(42.1)	(0.4)
Accrued interest payable	285	382	478	(25.4)	(40.4)
Other liabilities	11,126	10,004	9,743	11.2	14.2
Total liabilities	1,185,566	1,153,257	1,098,686	2.8%	7.9%
Commitments and contingencies					
Stockholders' Equity					
Preferred stock, \$0.01 par value; authorized 10,000,000 shares; no shares issued or outstanding	\$ -	\$ -	\$ -	n/a	n/a
Common stock, \$0.01 par value; authorized 90,000,000 shares; issued and outstanding 10,252,953 shares at December 31, 2019, 10,296,053 shares at September 30, 2019, and 10,710,656 shares at December 31, 2018	103	103	107	0.0%	(3.7)%
Additional paid-in capital	87,370	87,835	93,773	(0.5)	(6.8)
Retained earnings, substantially restricted	73,321	71,592	66,343	2.4	10.5
Accumulated other comprehensive loss, net of tax	(1,371)	(1,042)	(2,253)	31.6	(39.1)
Unearned Employee Stock Ownership Plan ("ESOP") shares	(3,104)	(3,386)	(4,232)	(8.3)	(26.7)
Total stockholders' equity	<u>156,319</u>	<u>155,102</u>	<u>153,738</u>	0.8	1.7
Total liabilities and stockholders' equity	<u>\$ 1,341,885</u>	<u>\$ 1,308,359</u>	<u>\$ 1,252,424</u>	2.6%	7.1%

Attachment: FFW Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Consolidated Income Statements
(Dollars in thousands, except share data)
(Unaudited)

	Quarter Ended				
	Dec 31, 2019	Sep 30, 2019	Dec 31, 2018	Three Month Change	One Year Change
Interest and dividend income					
Loans, including fees	\$ 13,852	\$ 13,897	\$ 13,024	(0.3)%	6.4%
Investments available-for-sale	995	1,066	1,124	(6.7)	(11.5)
Interest-earning deposits with banks	47	158	61	(70.3)	(23.0)
Dividends on FHLB Stock	72	97	115	(25.8)	(37.4)
Total interest and dividend income	14,966	15,218	14,324	(1.7)	4.5
Interest expense					
Deposits	4,807	5,037	3,595	(4.6)	33.7
FHLB advances and other borrowings	461	529	726	(12.9)	(36.5)
Total interest expense	5,268	5,566	4,321	(5.4)	21.9
Net interest income	9,698	9,652	10,003	0.5	(3.0)
Provision for loan losses	-	100	200	(100.0)	(100.0)
Net interest income after provision for loan losses	9,698	9,552	9,803	1.5	(1.1)
Noninterest income					
Net gain on sale of investments	71	88	-	(19.3)	n/a
BOLI income	301	235	96	28.1	213.5
Wealth management revenue	177	245	211	(27.8)	(16.1)
Deposit related fees	178	179	178	(0.6)	0.0
Loan related fees	782	290	235	169.7	232.8
Other	14	2	8	600.0	75.0
Total noninterest income	1,523	1,039	728	46.6	109.2
Noninterest expense					
Salaries and employee benefits	5,048	4,813	4,977	4.9	1.4
Occupancy and equipment	1,024	924	871	10.8	17.6
Professional fees	428	440	415	(2.7)	3.1
Data processing	638	478	361	33.5	76.7
OREO related expenses, net	1	1	3	0.0	(66.7)
Regulatory assessments	21	13	111	61.5	(81.1)
Insurance and bond premiums	87	95	88	(8.4)	(1.1)
Marketing	59	118	75	(50.0)	(21.3)
Other general and administrative	665	573	845	16.1	(21.3)
Total noninterest expense	7,971	7,455	7,746	6.9	2.9
Income before federal income tax provision	3,250	3,136	2,785	3.6	16.7
Federal income tax provision	635	631	622	0.6	2.1
Net income	\$ 2,615	\$ 2,505	\$ 2,163	4.4%	20.9%
Basic earnings per share	\$ 0.26	\$ 0.25	\$ 0.21		
Diluted earnings per share	\$ 0.26	\$ 0.25	\$ 0.21		
Weighted average number of common shares outstanding	9,934,768	9,901,586	10,385,612		
Weighted average number of diluted shares outstanding	10,032,979	9,991,011	10,484,350		

Attachment: FFNW Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Consolidated Income Statements
(Dollars in thousands, except share data)
(Unaudited)

	Year Ended December 31			One Year Change	Two Year Change
	2019	2018	2017		
Interest and dividend income					
Loans, including fees	\$ 54,636	\$ 51,127	\$ 43,607	6.9%	25.3%
Investments available-for-sale	4,329	4,126	3,504	4.9	23.5
Interest-earning deposits with banks	293	202	237	45.0	23.6
Dividends on FHLB Stock	362	458	296	(21.0)	22.3
Total interest and dividend income	59,620	55,913	47,644	6.6	25.1
Interest expense					
Deposits	17,996	11,218	7,517	60.4	139.4
FHLB advances	2,716	3,520	2,505	(22.8)	8.4
Total interest expense	20,712	14,738	10,022	40.5	106.7
Net interest income	38,908	41,175	37,622	(5.5)	3.4
Recapture of provision for loan losses	(300)	(4,000)	(400)	(92.5)	(25.0)
Net interest income after recapture of provision for loan losses	39,208	45,175	38,022	(13.2)	3.1
Noninterest income					
Net gain (loss) on sale of investments	151	(20)	(567)	(855.0)	(126.6)
BOLI income	994	814	623	22.1	59.6
Wealth management revenue	879	611	919	43.9	(4.4)
Deposit accounts related fees	733	681	446	7.6	64.3
Loan related fees	1,344	768	776	75.0	73.2
Other	40	24	11	66.7	263.6
Total noninterest income	4,141	2,878	2,208	43.9	87.5
Noninterest expense					
Salaries and employee benefits	19,595	19,302	17,773	1.5	10.3
Occupancy and equipment	3,712	3,283	2,506	13.1	48.1
Professional fees	1,690	1,538	1,809	9.9	(6.6)
Data processing	2,031	1,392	1,457	45.9	39.4
OREO related expenses (reimbursements), net	34	7	(67)	385.7	(150.7)
Regulatory assessments	307	502	491	(38.8)	(37.5)
Insurance and bond premiums	375	443	399	(15.3)	(6.0)
Marketing	339	344	270	(1.5)	25.6
Other general and administrative	2,335	2,650	2,171	(11.9)	7.6
Total noninterest expense	30,418	29,461	26,809	3.2	13.5
Income before federal income tax provision	12,931	18,592	13,421	(30.4)	(3.7)
Federal income tax provision	2,562	3,693	4,942	(30.6)	(48.2)
Net income	\$ 10,369	\$ 14,899	\$ 8,479	(30.4)%	22.3%
Basic earnings per share	\$ 1.04	\$ 1.44	\$ 0.82		
Diluted earnings per share	\$ 1.03	\$ 1.43	\$ 0.81		
Weighted average number of common shares outstanding	9,976,056	10,306,835	10,289,049		
Weighted average number of diluted shares outstanding	10,075,906	10,424,187	10,437,449		

Attachment: FFNW Q4 2019 Earnings Release (Senior Center Loan Request)

The following table presents a breakdown of the loan portfolio, net of undisbursed funds (unaudited):

	December 31, 2019		September 30, 2019		December 31, 2018	
	Amount	Percent	Amount	Percent	Amount	Percent
	(Dollars in thousands)					
Commercial real estate:						
Residential:						
Micro-unit apartments	\$ 13,809	1.2%	\$ 13,877	1.3%	\$ 14,076	1.3%
Other multifamily	159,106	14.2	157,275	14.3	155,279	15.0
Total multifamily residential	172,915	15.4	171,152	15.6	169,355	16.3
Non-residential:						
Office	100,744	9.0	98,738	9.0	100,495	9.7
Retail	133,094	11.8	142,639	12.9	131,222	12.7
Mobile home park	26,099	2.3	23,070	2.1	16,003	1.5
Hotel	42,971	3.8	27,572	2.5	28,035	2.7
Nursing Home	11,831	1.1	16,104	1.5	16,315	1.6
Warehouse	17,595	1.6	18,200	1.7	25,398	2.4
Storage	37,190	3.3	35,908	3.3	32,462	3.1
Other non-residential	25,628	2.3	19,659	1.8	23,868	2.3
Total non-residential	395,152	35.2	381,890	34.8	373,798	36.0
Construction/land:						
One-to-four family residential	44,491	4.0	47,524	4.3	51,747	5.0
Multifamily	40,954	3.6	40,078	3.7	40,502	3.9
Commercial	19,550	1.7	15,913	1.5	9,976	1.0
Land development	8,670	0.8	6,400	0.6	6,629	0.6
Total construction/land	113,665	10.1	109,915	10.1	108,854	10.5
One-to-four family residential:						
Permanent owner occupied	210,898	18.8	205,679	18.7	194,141	18.7
Permanent non-owner occupied	161,630	14.4	164,707	15.0	147,825	14.3
Total one-to-four family residential	372,528	33.2	370,386	33.7	341,966	33.0
Business						
Aircraft	14,012	1.3	14,186	1.3	11,058	1.1
Small Business Administration ("SBA")	362	0.0	-	0.0	-	0.0
Other business	23,405	2.1	23,321	2.1	19,428	1.9
Total business	37,779	3.4	37,507	3.4	30,486	3.0
Consumer						
Classic Auto	18,454	1.7	14,636	1.3	-	0.0
Other consumer	11,745	1.0	11,815	1.1	12,970	1.2
Total consumer	30,199	2.7	26,451	2.4	12,970	1.2
Total loans	1,122,238	100.0%	1,097,301	100.0%	1,037,429	100.0%
Less:						
Deferred loan fees, net	558		290		1,178	
ALLL	13,218		13,161		13,347	
Loans receivable, net	\$ 1,108,462		\$ 1,083,850		\$ 1,022,904	
Concentrations of credit: ⁽¹⁾						
Construction loans as % of total capital	81.9%		82.6%		81.9%	
Total non-owner occupied commercial real estate as % of total capital	449.7%		444.9%		451.8%	

(1) Concentrations of credit percentages are for First Financial Northwest Bank only using classifications in accordance with FDIC regulatory guidelines.

Attachment: FFWQ Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Key Financial Measures
(Dollars in thousands, except per share data)
(Unaudited)

At or For the Quarter Ended

	Dec 31 2019	Sep 30 2019	Jun 30 2019	Mar 31, 2019	Dec 31, 2018
<u>Performance Ratios:</u>					
Return on assets	0.79%	0.75%	1.04%	0.63%	0.69%
Return on equity	6.64	6.41	8.70	5.16	5.54
Dividend payout ratio	34.62	36.00	27.27	42.11	38.10
Equity-to-assets ratio	11.65	11.85	11.86	11.78	12.28
Tangible equity ratio ⁽¹⁾	11.53	11.73	11.72	11.64	12.13
Net interest margin	3.09	3.07	3.23	3.37	3.41
Average interest-earning assets to average interest-bearing liabilities	113.50	113.17	113.23	113.87	114.27
Efficiency ratio	71.04	69.73	68.80	73.06	72.18
Noninterest expense as a percent of average total assets	2.40	2.24	2.28	2.48	2.49
Book value per share	\$ 15.25	\$ 15.06	\$ 14.83	\$ 14.50	\$ 14.35
Tangible book value per share ⁽¹⁾	15.07	14.88	14.64	14.32	14.17
<u>Capital Ratios:</u> ⁽²⁾					
Tier 1 leverage ratio	10.27%	10.13%	10.34%	10.28%	10.37%
Common equity tier 1 capital ratio	13.13	13.14	13.46	13.13	13.43
Tier 1 capital ratio	13.13	13.14	13.46	13.13	13.43
Total capital ratio	14.38	14.39	14.71	14.38	14.68
<u>Asset Quality Ratios:</u>					
Nonperforming loans as a percent of total loans, net of undisbursed funds	0.01%	0.01%	0.01%	0.01%	0.07%
Nonperforming assets as a percent of total assets	0.04	0.05	0.05	0.05	0.10
ALLL as a percent of total loans, net of undisbursed funds	1.18	1.20	1.22	1.30	1.29
Net recoveries to average loans receivable, net	(0.01)	(0.00)	(0.00)	(0.01)	(0.00)
<u>Allowance for Loan Losses:</u>					
ALLL, beginning of the quarter	\$ 13,161	\$ 13,057	\$ 13,808	\$ 13,347	\$ 13,116
Provision (Recapture of provision)	-	100	(800)	400	200
Charge-offs	-	-	-	-	-
Recoveries	57	4	49	61	31
ALLL, end of the quarter	<u>\$ 13,218</u>	<u>\$ 13,161</u>	<u>\$ 13,057</u>	<u>\$ 13,808</u>	<u>\$ 13,347</u>

⁽¹⁾ Tangible equity ratio and tangible book value per share are non-GAAP financial measures. Refer to page 16 for reconciliation between the GAAP and non-GAAP financial measures.

⁽²⁾ Capital ratios are for First Financial Northwest Bank only.

Attachment: FFNW Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Key Financial Measures (continued)
(Dollars in thousands, except per share data)
(Unaudited)

	At or For the Quarter Ended				
	Dec 31, 2019	Sep 30, 2019	Jun 30, 2019	Mar 31, 2019	Dec 31, 2018
<u>Yields and Costs:</u>					
Yield on loans	5.05%	5.14%	5.19%	5.22%	5.13%
Yield on investments available-for-sale	2.85	3.02	3.21	3.35	3.17
Yield on interest-earning deposits	1.61	2.24	2.33	2.50	2.27
Yield on FHLB stock	4.84	6.81	5.58	4.68	6.63
Yield on interest-earning assets	4.78%	4.84%	4.94%	4.98%	4.88%
Cost of interest-bearing deposits	1.94%	2.00%	1.89%	1.76%	1.61%
Cost of FHLB advances	1.66	2.02	2.28	2.26	2.12
Cost of interest-bearing liabilities	1.91%	2.00%	1.94%	1.84%	1.68%
Cost of total deposits	1.84%	1.91%	1.80%	1.67%	1.53%
Cost of funds	1.82	1.92	1.86	1.76	1.61
<u>Average Balances:</u>					
Loans	\$ 1,087,558	\$ 1,073,283	\$ 1,051,894	\$ 1,031,994	\$1,006,905
Investments available-for-sale	138,331	140,031	138,634	140,433	140,568
Interest-earning deposits	11,572	27,992	8,275	6,484	10,653
FHLB stock	5,897	5,649	7,337	7,888	6,886
Total interest-earning assets	\$ 1,243,358	\$ 1,246,955	\$ 1,206,140	\$ 1,186,799	\$1,165,012
Interest-bearing deposits	\$ 985,532	\$ 998,123	\$ 919,306	\$ 881,260	\$ 883,672
Borrowings	109,895	103,707	145,895	160,950	135,886
Total interest-bearing liabilities	\$ 1,095,427	\$ 1,101,830	\$ 1,065,201	\$ 1,042,210	\$1,019,558
Noninterest-bearing deposits	50,951	47,613	48,137	47,002	47,580
Total deposits and borrowings	\$ 1,146,378	\$ 1,149,443	\$ 1,113,338	\$ 1,089,212	\$1,067,138
Average assets	\$ 1,317,586	\$ 1,319,777	\$ 1,279,880	\$ 1,258,902	\$1,236,460
Average stockholders' equity	156,147	155,057	152,267	152,850	154,958

Attachment: FFWW Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Key Financial Measures
(Dollars in thousands, except per share data)
(Unaudited)

At or For the Year Ended December 31,

	2019	2018	2017	2016	2015
<u>Performance Ratios:</u>					
Return on assets	0.80%	1.21%	0.76%	0.88%	0.96%
Return on equity	6.73	9.86	5.94	5.55	5.15
Dividend payout ratio	33.65	21.53	32.93	32.02	35.57
Equity-to-assets	11.65	12.28	11.79	13.31	17.42
Tangible equity ratio ⁽¹⁾	11.53	12.13	11.63	13.31	17.42
Net interest margin	3.19	3.56	3.60	3.60	3.38
Average interest-earning assets to average interest-bearing liabilities	113.44	114.28	114.07	117.11	120.45
Efficiency ratio	70.66	66.88	67.31	62.27	62.66
Noninterest expense as a percent of average total assets	2.35	2.40	2.42	2.27	2.07
Book value per common share	\$ 15.25	\$ 14.35	\$ 13.27	\$ 12.63	\$ 12.40
Tangible book value per share ⁽¹⁾	\$ 15.07	\$ 14.17	\$ 13.07	\$ 12.63	\$ 12.40
<u>Capital Ratios:</u> ⁽²⁾					
Tier 1 leverage ratio	10.27%	10.37%	10.20%	11.17%	11.61%
Common equity tier 1 capital ratio	13.13	13.43	12.52	14.38	16.36
Tier 1 capital ratio	13.13	13.43	12.52	14.38	16.36
Total capital ratio	14.38	14.68	13.77	15.63	17.62
<u>Asset Quality Ratios:</u>					
Nonperforming loans as a percent of total loans, net of undisbursed funds	0.01%	0.07%	0.02%	0.10%	0.16%
Nonperforming assets as a percent of total assets	0.04	0.10	0.05	0.31	0.48
ALLL as a percent of total loans, net of undisbursed funds	1.18	1.29	1.28	1.32	1.36
Net recoveries to average loans receivable, net	(0.02)	(0.45)	(0.27)	(0.02)	(0.18)
<u>Allowance for Loan Losses:</u>					
ALLL, beginning of the year	\$ 13,347	\$ 12,882	\$ 10,951	\$ 9,463	\$ 10,491
Provision (Recapture of provision)	\$ (300)	(4,000)	(400)	1,300	(2,200)
Charge-offs	-	-	-	(83)	(362)
Recoveries	\$171	4,465	2,331	271	1,534
ALLL, end of the year	<u>\$ 13,218</u>	<u>\$ 13,347</u>	<u>\$ 12,882</u>	<u>\$ 10,951</u>	<u>\$ 9,463</u>

⁽¹⁾ Tangible equity ratio and tangible book value per share are non-GAAP financial measures. Refer to page 16 for reconciliation between the GAAP and non-GAAP financial measures.

⁽²⁾ Capital ratios are for First Financial Northwest Bank only.

Attachment: FFNW Q4 2019 Earnings Release (Senior Center Loan Request)

FIRST FINANCIAL NORTHWEST, INC. AND SUBSIDIARIES

Key Financial Measures (continued)
(Dollars in thousands, except per share data)
(Unaudited)

	At or For the Year Ended December 31,				
	2019	2018	2017	2016	2015
<u>Yields and Costs:</u>					
Yield on loans	5.15%	5.13%	4.96%	4.99%	5.18%
Yield on investments available-for-sale	3.11	2.92	2.61	2.31	1.84
Yield on interest-earning deposits	2.15	1.74	1.07	0.52	0.26
Yield on FHLB stock	5.42	5.24	3.32	2.62	1.06
Yield on interest-earning assets	4.88%	4.83%	4.57%	4.39%	4.13%
Cost of interest-bearing deposits	1.90%	1.35%	1.04%	0.94%	0.89%
Cost of FHLB advances	2.09	1.92	1.30	0.86	0.95
Cost of interest-bearing liabilities	1.92%	1.46%	1.10%	0.92%	0.90%
Cost of total deposits	1.81%	1.28%	0.99%	0.90%	0.86%
Cost of funds	1.84	1.39	1.05	0.89	0.88
<u>Average Balances:</u>					
Loans	\$ 1,061,367	\$ 995,810	\$ 878,449	\$ 765,948	\$ 667,739
Investments available-for-sale	139,354	141,100	134,105	132,372	121,893
Interest-earning deposits	13,634	11,628	22,194	45,125	104,476
FHLB stock	6,684	8,748	8,914	7,714	6,527
Total interest-earning assets	\$ 1,221,039	\$ 1,157,286	\$ 1,043,662	\$ 951,159	\$ 900,635
Interest-bearing deposits	\$ 946,484	\$ 828,965	\$ 722,666	\$ 648,324	\$ 614,185
Borrowings	129,899	183,667	192,227	163,893	133,527
Total interest-bearing liabilities	\$ 1,076,383	\$ 1,012,632	\$ 914,893	\$ 812,217	\$ 747,712
Noninterest-bearing deposits	48,434	49,461	39,127	27,596	23,509
Total deposits and borrowings	\$ 1,124,817	\$ 1,062,093	\$ 954,020	\$ 839,813	\$ 771,221
Average assets	\$ 1,294,164	\$ 1,227,396	\$ 1,108,656	\$ 1,010,243	\$ 958,154
Average stockholders' equity	154,092	151,145	142,647	160,192	177,904

Attachment: FFNW Q4 2019 Earnings Release (Senior Center Loan Request)

Non-GAAP Financial Measures

In addition to financial results presented in accordance with generally accepted accounting principles utilized in the United States ("GAAP"), this earnings release contains non-GAAP financial measures of the tangible equity ratio and tangible book value per share. The Company's intangible assets consist of goodwill and core deposit intangible. Tangible equity is calculated by subtracting intangible assets from total stockholders' equity. Tangible assets are calculated by subtracting intangible assets from total assets. The tangible equity ratio is tangible equity divided by tangible assets. Tangible book value per share is calculated by dividing tangible equity by the number of common shares outstanding. The Company believes that these non-GAAP measures provide a more consistent presentation of its capital and facilitate peer comparison that is desired by investors.

Non-GAAP financial measures have limitations, are not required to be uniformly applied and are not audited. They should not be considered in isolation and are not a substitute for other measures in this earnings release that are presented in accordance with GAAP. These non-GAAP measures may not be comparable to similarly titled measures reported by other companies.

The following table provides a reconciliation between the GAAP and non-GAAP measures:

	Dec 31, 2019	Sep 30, 2019	Jun 30, 2019	Mar 31, 2019	Dec 31, 2018	Dec 31, 2017
(Dollars in thousands, except per share data)						
Total stockholders' equity (GAAP)	\$ 156,319	\$ 155,102	\$ 153,828	\$ 151,684	\$ 153,738	\$ 142,634
Less:						
Goodwill	889	889	889	889	889	889
Core deposit intangible	968	1,005	1,042	1,079	1,116	1,266
Tangible equity (Non-GAAP)	<u>\$ 154,462</u>	<u>\$ 153,208</u>	<u>\$ 151,897</u>	<u>\$ 149,716</u>	<u>\$ 151,733</u>	<u>\$ 140,479</u>
Total assets (GAAP)	1,341,885	1,308,359	1,297,561	1,287,862	1,252,424	1,210,229
Less:						
Goodwill	889	889	889	889	889	889
Core deposit intangible	968	1,005	1,042	1,079	1,116	1,266
Tangible assets (Non-GAAP)	<u>\$ 1,340,028</u>	<u>\$ 1,306,465</u>	<u>\$ 1,295,630</u>	<u>\$ 1,285,894</u>	<u>\$ 1,250,419</u>	<u>\$ 1,208,074</u>
Common shares outstanding at period end	10,252,953	10,296,053	10,375,325	10,457,625	10,710,656	10,748,437
Equity to assets ratio	11.65%	11.85%	11.86%	11.78%	12.28%	11.79%
Tangible equity ratio	11.53	11.73	11.72	11.64	12.13	11.63
Book value per share	\$ 15.25	\$ 15.06	\$ 14.83	\$ 14.50	\$ 14.35	\$ 13.27
Tangible book value per share	15.07	14.88	14.64	14.32	14.17	13.07



TERM SHEET

February 28, 2020

Farrell Fleming
Executive Director
Edmonds Senior Center dba
Edmonds Waterfront Center
220 Railroad Ave
Edmonds, WA 98020

Dear Farrell:

First Financial Northwest Bank (FFNWB) is pleased to provide you with this Term Sheet to assist with the construction of the Edmonds Waterfront Center. The following terms and conditions are for proposal purposes only and do not constitute any form of loan approval.

TYPE OF CREDIT:	(a) Line of Credit (b) Term Loan
BORROWER:	Edmonds Senior Center
LOAN AMOUNT:	Not to exceed \$2,000,000
PURPOSE OF LOAN:	To assist with the construction of the Edmonds Waterfront Center.
COLLATERAL:	Assignment of a Certificate of Deposit (CD) from the City of Edmonds opened at FFNWB for the loan amount
INTEREST RATE:	The loan rate will be a 2.0% margin over the pledged CD rate from the City of Edmonds. Any adjustment made to the term and rate of the pledged CD, our Bank loan rate will continue to maintain a 2% margin.
TERM and AMORTIZATION:	(a) Draws allowed on the line of credit until October 31, 2020. (b) The loan balance at November 1, 2020 will be fully amortize over 7 years.
REPAYMENT:	(a) Monthly Interest payable on the line of credit. (b) Monthly principal and interest when the loan is termed out. To coincide with the principal balance during the term out, the pledged CD will step down proportionately to the loan principal balance beginning with November 1, 2020 and annually thereafter.
LOAN FEE:	0.5% of loan amount

207 Wells Avenue S. Renton, WA 98057 | PO Box 1130 Renton, WA 98057 | Tel 425.687.4600 | Toll-Free 866.372.1200 | www.ffnwb.com



Revised 8/24/15-hy/ss

Attachment: FFNWB Bank term sheet (Senior Center Loan Request)



OTHER FEES:	Other fees will include documentation and process of no more than \$1,500 and if our loan documents require outside counsel, these attorney fees will be borne by the borrower.
COMPENSATING BALANCE REQUIREMENT:	<p>It is customary for FFNWB to provide loan services to our depository customers. City of Edmonds to bring in an additional \$2MM in funds to secure the loan.</p> <p>In addition, Edmonds Senior Center to move all their operating bank accounts to FFNWB.</p>
FINANCIAL REPORTING:	Borrower to provide audited financial statements on an annual basis when completed.
OFFER EXPIRATION:	March 31, 2020

This letter is not a commitment to lend funds, and shall not be construed as such. It is an initial outline of rates, term and structure. First Financial Northwest Bank retains sole discretion to underwrite said application in accordance with our guidelines and standards.

We appreciate the opportunity to make this proposal to you and hope it lays the foundation for a long and mutually satisfactory relationship.

Sincerely,

Michael C. Lum
FVP-Commercial Banking Sales Manager
First Financial Northwest Bank

cc. Dalen Harrison, Chief Banking Officer
Daniel Hatch, Commercial Relationship Manager

Attachment: FFNW Bank term sheet (Senior Center Loan Request)



The Equal Credit Opportunity Act (ECOA) prohibits from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the

capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the

Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: FDIC Consumer Response Center 2345 Grand Boulevard, Suite 100 Kansas City, MI 64108.

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

I/WE HEREBY ACCEPT THIS TERM SHEET AS OUTLINED.

Signature

Date

Farrell Fleming

Executive Director – Edmonds Senior Center

Signature

Date

Scott James

Finance Director – City of Edmonds

207 Wells Avenue S. Renton, WA 98057 | PO Box 1130 Renton, WA 98057 | Tel 425.687.4600 | Toll-Free 866.372.1200 | www.ffnwb.com



Revised 8/24/15-hy/ss



Attachment: FFWB Bank term sheet (Senior Center Loan Request)



Cashmere Valley Bank

Term Sheet (For Discussion Purposes Only) February 27, 2020

Re: Edmonds Senior Center (the “Borrower”)

Thank you for the opportunity to propose the following structure for the Edmonds Senior Center loan. Cashmere Valley Bank (the “Bank”) has outlined general terms below for discussion purposes only. The following terms represent a cash-secured transaction between the Bank and the Edmonds Senior Center with the security pledged by the City of Edmonds, Washington (the “City”). The terms assume and depend on the scenario that the City is legally permitted under the statutes of the Revised Code of Washington to provide collateral in support of the Edmonds Senior Center loan. Material changes to the security of the loan would void the following terms. All terms are subject to credit approval and do not constitute a commitment to lend money.

1. Borrower: Edmonds Senior Center
2. Amount: up to \$2,000,000
3. Tax Status: Federally Taxable
4. Purpose: The proceeds of the Loan will be used to provide construction financing for the Borrower’s capital project.
5. Maturity: December 1, 2027
6. Loan Description:
 - a. Interest Rate: The Loan would have a fully floating variable rate of interest equal to the Wall Street Journal Prime Rate. Currently, that rate would equal 4.75%. If the Wall Street Journal were to cease publishing the Prime Rate, a supplanting publisher or alternative rate index would be assigned. Interest would accrue on the outstanding principal balance of the Loan. Interest would accrue on the basis of actual days elapsed in a 365 day year.
 - b. Terms: The Loan would mature on December 1, 2027. Interest on the Loan would be payable quarterly on each March 1, June 1, September 1 and December 1, beginning September 1, 2020 through and including the Maturity Date or date of prior prepayment of the Loan. Principal on the Loan would be payable quarterly on each March 1, June 1, September 1 and December 1, beginning March 1, 2021 through and including the Maturity Date or date of prior prepayment of the Loan.

Edmonds Senior Center
TERM SHEET

- c. Security: The Loan would be secured with time deposits provided by the City in support of the Borrower's Loan. The Bank would require that the City maintains deposits with the Bank in an amount greater than or equal to the then outstanding principal balance of the Loan.
 - d. Draws: The Loan would either be funded upfront or by draws made on the Loan facility. Draws could be made from the closing date of the Loan to October 30, 2020. At the close of the draw period, the Bank would provide the Borrower an amortization schedule reflecting all outstanding principal at that time. Draws could be made on any business day in an amount greater than or equal to \$25,000. Draw proceeds would be wire transferred for the Borrower's benefit. For same day funding, draw requests would need to be received and confirmed by 11:00AM.
7. Transferability: The Bank would hold the Loan with no intent to sell or transfer.
8. Call Option: Should the spread between the Loan's interest rate and the underlying security be less than 1.00%, the Loan would be called and all principal and accrued interest would be due and payable immediately.
9. Prepayment: The Borrower may choose to prepay the Loan in whole or in part at any time without penalty. The Bank would prefer ten (10) days advance notice of any prepayment. Partial prepayment would be first applied to outstanding accrued interest with the balance applied to reduce principal. After a partial prepayment, the debt service schedule would be recalculated as mutually agreed upon, in writing, by the Borrower and the Bank to reflect either a reduction in the semiannual payment amount, or the earlier maturity date of the Loan. Within seven (7) business days of prepayment, the Bank shall provide to the Borrower and City a recalculated debt schedule.
10. Fees: A Loan Draw administration fee of \$1,000 would be taken as a discount to the first draw. No other fees would be charged by the Bank. The Borrower would be responsible for all other costs of issuing the Loan.
11. Additional Terms: The City would be required to provide satisfactory documentation showing their ability to pledge funds as collateral for the Loan. The City would be responsible for all costs of obtaining the documentation. The Loan documents would be in the standard forms customarily required by the Bank for commercial funding and would include additional terms and conditions not discussed above. The Borrower would provide is annual financial report to the Bank during the period the Loan is outstanding and held by the Bank. At the date of closing of the Loan, the financial condition and credit of the Borrower and all other features of this transaction would be as represented to the Bank without material adverse change. In the event of adverse material changes in the credit worthiness of the Borrower, including litigation involving or claims filed against the Borrower, any

Edmonds Senior Center
TERM SHEET

future commitment would terminate upon notice by the Bank. Any future commitment would be non-assignable by the Borrower.

12. Approval: If selected to provide the financing, the Bank would review the Borrower's most recent 5-years of financial information as part of the credit approval process. The estimated time between being selected and credit approval is 3 weeks. Prior to closing, the Bank would require documentation from the City and its attorney satisfying the legal requirements to provide collateral accounts in support of the Borrower's project and to open and maintain the collateral accounts with the Bank.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Respectfully,

CASHMERE VALLEY BANK

Authorized Representative:

Tom Brown
Vice President, Municipal Finance Manager
1400 112th Ave. SE, STE 100
Bellevue, WA 98004
(p) 425.688.3936
(f) 425.455.2494
tbrown@cvb.bank



Pete Sullivan
Vice President
425 Pike Street
Seattle, WA 98101
206-626-8111
pete.sullivan@wafd.com

February 27, 2020

Scott James
Finance Director
City of Edmonds
121 5th Ave North
Edmonds, WA 98020
scott.james@edmondswa.gov

Regarding: \$2,000,000 Draw to Term Loan

Dear Mr. James:

We enclose a summary of terms and conditions outlining the proposed terms under which Washington Federal Bank (WA Fed Bank) may extend credit to the Edmonds Senior Center & City of Edmonds. Please note that this is not a commitment to lend.

WA Fed Bank appreciates the opportunity to provide our financing proposal. Please call Pete Sullivan at 206-626-8111 to discuss any questions or comments you may have regarding our proposal. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Pete Sullivan".

Pete Sullivan
Vice President

Attachment: WaFdBank Term Sheet (Senior Center Loan Request)

**Edmonds Senior Center & City of Edmonds
Financing Proposal**



Parties to the Transaction:

BORROWER: Edmonds Senior Center & City of Edmonds (the “Borrower”)

LENDER: Washington Federal Bank N.A. (the “Bank”)

The Facility:

FACILITY: Draw to Term Loan (the “Credit Facility”)

FACILITY AMOUNT: \$2,000,000 (not to exceed)

CLOSING DATE: March 31, 2020 (estimated)

ADVANCES Advances under the Credit Facility during the Draw Period may be requested on any banking day.

REPAYMENT/MATURITY: The Borrower must pay the Credit Facility in semi-annual payments of accrued interest on June 1 and December 1, beginning 12/1/2020.

Draw Period

- The draw period is from Loan Closing to 12/1/2021.
- Principal payments are not required during the draw period.

Term Loan Period

- The Term Loan Period is from 12/2/2021 to 12/1/2028.
- Principal payments on the Credit Facility shall be repaid annually each year on December 1, beginning 12/1/2022.

The Credit Facility will mature, and all unpaid principal and interest will be due and payable at maturity on December 1, 2028.

PREPAYMENT: The Borrower may prepay the Credit Facility at any time prior to maturity with a prepayment fee. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss incurred by it as a result of the prepayment, including any loss arising from the liquidation or reemployment of funds obtained by it to maintain the funds used to purchase the Credit Facility.

INTEREST CALCULATION: All calculations of interest shall be made on a 30-day month and a 360-day year.

SECURITY: The Credit Facility will be cash secured equal to the Credit Facility commitment level (\$2 million), to be held at a Bank controlled account.

CONVERSION TO TERM LOAN: On 12/2/2021, the balance of the Credit Facility will automatically convert to a 7 year fully amortizing term loan, provided the Borrower is not in default.

Fees and Expenses:

BANK ORIGINATION FEE: \$50,000

LEGAL COUNSEL FEE: \$5,000 – Hillis, Clark, Martin & Peterson

Rates:

INTEREST RATE: This rate is set and locked till closing.

- This fixed interest rate will be from closing till 12/1/2028.

Option A

- Line of Credit Interest Rate: 3.12% (taxable)
- Annual Fee: \$50,000 due annually on April 1st, starting 4/1/2021.
- CD Rate: 2.00% (reset annually at 100bps over the base rate)

Option B

- Line of Credit Interest Rate: 3.12% (taxable)
- Annual Fee: \$25,000 due annually on April 1st, starting 4/1/2021.
- CD Rate: 1.00% (reset annually – this is the base rate)

Option C

- Line of Credit Interest Rate: 3.12% (taxable)
- Annual Fee: \$5,000 due annually on April 1st, starting 4/1/2021.
- CD Rate: 0%

EXPIRATION: This proposal letter shall automatically expire on March 31, 2020.

Covenants and Financial Reporting Requirements:

COVENANTS: Usual and customary for transactions of this type.

REPORTING REQUIREMENTS: The Borrower shall provide the following information and statements in form and content acceptable to the Bank:

(a) Within 270 days after the close of each financial year of the Borrower, the complete audited financial statements of the Borrower.

Description of Basic Terms and Conditions

DOCUMENTATION:	<p>Documentation will be usual and customary for transactions of this type, including:</p> <ul style="list-style-type: none"> (a) A copy of the Resolution passed by the Council/Board authorizing the issuance of the Credit Facility; (b) A receipt of the original signed Note or Bond at closing; (c) The resolution or financing/bond purchase agreement ("Agreement"), prepared by bond counsel and subject to approval by Bank Counsel. <ul style="list-style-type: none"> i. The Agreement will include, but is not limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default and remedies; (d) An unqualified legal opinion of nationally recognized bond counsel, in form and substance acceptable to Bank and its legal counsel that: <ul style="list-style-type: none"> i. The resolution and all documents related to the Credit Facility have been properly adopted, authorized and executed; and ii. The resolution and all documents related to the Credit Facility constitute a legally binding obligation of the Borrower and enforceable according to their terms (subject to standard exceptions). iii. Opinion of counsel that the term portion of the loan under the revolving line of credit option will be treated in parity with all other senior lien holders at the time of conversion.
EVENTS OF DEFAULT:	<p>Usual and customary in transactions of this type including, without limitation the following:</p> <ul style="list-style-type: none"> (a) Nonpayment of principal, interest, fees or other amounts; or a (b) Failure to perform or observe covenants/reporting requirements set forth in the loan documentation; (c) The Borrower must maintain a debt rating of A1 or comparable.

Description of the Process:

THE PROPOSAL:	<p>This summary of terms is not a commitment. It represents a willingness on the part of the Bank to seek approval to provide the commitment indicated herein and consummate a transaction based on the terms and conditions outlined in the proposal and is subject to:</p> <ul style="list-style-type: none"> (a) Final credit approval (see "Credit Process" below), (b) Such any due diligence as Bank may require, and (c) Agreement as to all final terms and conditions and satisfactory documentation thereof (including satisfactory legal opinions).
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CREDIT PROCESS:

The credit process will take approximately 4-weeks from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis.

Washington Federal is a Seattle based, FDIC insured financial institution with total assets in excess of \$16 billion. Washington Federal and assigned contacts have specific experience in lending to governmental issuers.

Contacts:

BANK: Washington Federal Bank N.A.
Pete Sullivan
425 Pike Street
Seattle, WA 98101
206-626-8111
pete.sullivan@wafd.com

BANK COUNSEL: Hillis Clark Martin & Peterson P.S.
Brandon Pond
999 Third Avenue, Suite 4600
Seattle, Washington 98104
206.470-7623
brandon.pond@hcmp.com

Agreement by the Borrower:

By signing below, the Borrower agrees to engage the Bank to provide the Credit Facility pursuant to the terms and conditions stated in this proposal, including the Borrower's responsibility for the Bank's legal fees even if closing & funding does not occur.

Please evidence your agreement with the foregoing by signing and returning a copy of this document to the Bank.

Accepted and Agreed to:

Edmonds Senior Center & City of Edmonds

Signature: _____ **Date:** _____

Printed Name: _____

Disclosure:

The transaction contemplated by this term sheet is an arm's length, commercial transaction between you and the Bank, in which the Bank (i) is acting solely as a principal and for its own interest; (ii) is not acting as a municipal advisor or financial advisor to you; (iii) has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; and (iv) is not recommending that you take any action with respect to the transaction contemplated by this term sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as it deems appropriate.

The only obligations the Bank has to you with respect to the transaction contemplated hereby are set forth in this term sheet. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This term sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rule of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*

This Term Sheet is not a commitment to lend, either expressed or implied, and does not impose any obligation on WA Fed. This Letter is merely a non-binding indication of interest in the referenced loan transaction. No oral agreement, past or future action, or course of conduct in relation to the referenced loan transaction, except by the mutual execution and delivery of the final loan agreement, will give rise to any obligation on the part of the parties.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	03-18-2020	11-01-2027	270451			LUMM	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Edmonds Senior Center
220 Railroad Ave
Edmonds, WA 98020

Lender: First Financial Northwest Bank
207 Wells Ave S
PO Box 1130
Renton, WA 98057

THIS BUSINESS LOAN AGREEMENT dated March 18, 2020, is made and executed between Edmonds Senior Center ("Borrower") and First Financial Northwest Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of March 18, 2020, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Washington. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 220 Railroad Ave, Edmonds, WA 98020. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business:

Borrower	Assumed Business Name	Filing Location	Date
Edmonds Senior Center	Edmonds Senior Center	WA	05-05-2005
	Edmonds Waterfront Center	WA	05-01-2018

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 270451

Page 2

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Cryptocurrencies. Borrower warrants and represents that it does not, and covenants that without the Lender's express written consent Borrower will not, invest in or transact any business of any nature using any form of cryptocurrency (including but not limited to Bitcoin), but shall instead make and receive all payments with currency constituting legal tender. Borrower further warrants and represents that Borrower does not have any interest in or use, and covenants that it will not acquire any interest in or use, any cryptocurrency "wallet" or cryptocurrency account for any purpose without the express written consent of Lender.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than sixty (60) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to

Attachment: Senior Center Business Loan Agreement Opt [Revision 1] (Senior Center Loan Request)

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 270451

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discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Additional Provision - Relating to Controlled Substances. Notwithstanding any contrary provisions of any of the Loan Documents, Borrower warrants, represents and covenants to Lender that no part of any Collateral, whether constituting real or personal property, shall be occupied or used, whether by Borrower, by any tenant or invitee of Borrower, or by any other person or entity, for any activity that is unlawful under the federal Controlled Substances Act, 21 U.S.C. §801 et seq., whether or not such activity is lawful under any state or local laws. Without limiting the generality of the foregoing, Borrower agrees that no part of any Collateral shall be used at any time, whether by Borrower, by any tenant or invitee of Borrower, or by any other person or entity, for the growing, manufacturing, producing, processing, compounding, preparing, selling, or dispensing, injecting, ingesting, inhaling or otherwise introducing into the human body of "marihuana" (as that term is defined in 21 U.S.C. §802(16)), or for the sale or dispensing of any "drug paraphernalia" (as that term is defined in 21 U.S.C. §863).

A breach of this Addendum shall be an Event of Default.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

NOTICE OF ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

COUNTERPARTS; FAXED SIGNATURES. This document may be executed in any number of counterparts and by different parties to this document on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

TAXPAYER CONSENT TO RELEASE TAX TRANSCRIPTS. On behalf of Edmonds Senior Center, I understand and agree that Lender may obtain, use and share Edmonds Senior Center's state and federal tax return information for purposes of: 1) reviewing and responding to the loan application; 2) originating the loan; 3) servicing the loan; and 4) selling or transferring all or a part of the loan or any interest in it. I understand to accomplish these purposes Lender may need to share this information with Third Parties, including loan servicers, actual or potential purchasers or investors in loans, government agency loan guarantors, mortgage insurers, etc., depending on the type of loan applied for, and I agree to such information sharing for these purposes on Edmonds Senior Center's behalf. For the purpose of this consent to sharing tax return information, Lender and Third Parties includes the affiliates, agents, and any successors or assigns of Lender and Third Parties.

ADDITIONAL TERMS AND CONDITIONS. In the event the Borrower does not advance funds from the Loan on or before October 31, 2020 and no other amounts are owed, the Loan will be closed and the certificate of deposit held as collateral will be released.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Attachment: Senior Center Business Loan Agreement Opt [Revision 1] (Senior Center Loan Request)

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 270451

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Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

ATTORNEY FEES AND EXPENSES. In the event that Borrower and/or Grantor request customization of any or all of the Related Documents, any attorney fees and expenses incurred by Lender shall be reimbursed by Borrower and/or Grantor.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Edmonds Senior Center and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Attachment: Senior Center Business Loan Agreement Opt [Revision 1] (Senior Center Loan Request)

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 270451

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Financial Northwest Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated March 18, 2020 and executed by Edmonds Senior Center in the principal amount of \$2,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED MARCH 18, 2020.

BORROWER:

EDMONDS SENIOR CENTER

By: Gary Haakenson, Board of Directors President of Edmonds Senior Center

By: Candy Gaul, Secretary of Edmonds Senior Center

By: Farrell Fleming, Executive Director of Edmonds Senior Center

LENDER:

FIRST FINANCIAL NORTHWEST BANK

By: Michael Lum, FVP / Commercial Banking Sales Manager

By: Steve Shelton, Vice President of Edmonds Senior Center

By: Patsy Ethridge-Neal, Treasurer of Edmonds Senior Center

By: Daniel Johnson, Executive Director of Edmonds Senior Center

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	03-18-2020	11-01-2027	270451			LUMM	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Edmonds Senior Center
220 Railroad Ave
Edmonds, WA 98020

Lender: First Financial Northwest Bank
207 Wells Ave S
PO Box 1130
Renton, WA 98057

Principal Amount: \$2,000,000.00

Date of Note: March 18, 2020

PROMISE TO PAY. Edmonds Senior Center ("Borrower") promises to pay to First Financial Northwest Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million & 00/100 Dollars (\$2,000,000.00), together with interest on the unpaid principal balance from March 18, 2020, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.680% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rate described in this paragraph: 6 monthly consecutive interest payments beginning May 1, 2020 with interest calculated on the unpaid principal balances using an interest rate of 3.680% per annum based on a year of 360 days; 84 monthly consecutive principal and interest payments beginning November 1, 2020, adjusted to fully amortize the outstanding principal balance effective as of the interest rate adjustment date over the remaining term of the original amortization period. On November 1, 2020, the interest rate for the next twelve month term shall be reset at the then current twelve month certificate of deposit rate offered by Lender plus 200 basis points. The interest rate will reset every twelve months thereafter for the term of the loan. Borrower's final payment due November 1, 2027 will be for all principal and accrued interest not yet paid.

Unless otherwise agreed or required by applicable law, payments will be applied to interest, any applicable escrow impounds, any applicable late charges, any applicable expenses to which Lender is entitled to reimbursement and then to the principal balance in such order as Lender may elect in its sole and unrestricted discretion, subject to any applicable governmental statutes, rules and regulations dictating the order in which payments must be applied by Lender. Under no circumstances shall the rate of interest applied to the principal balance exceed any applicable maximum rate of interest that Lender legally may charge; and if the rate of interest provided for by this Note at any time would exceed any applicable maximum rate of interest that Lender legally may charge on the principal balance, then the amount of all payments called for by this Note shall remain unaffected, but that portion of any payment that exceeds interest accruing at the maximum rate that Lender legally may charge shall be applied against the principal balance. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Financial Northwest Bank, PO Box 1130, 207 Wells Ave S Renton, WA 98057.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 5.000 percentage points. If judgment is entered in connection with this Note, interest will continue to accrue after the date of judgment at the rate in effect at the time judgment is entered. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or

PROMISSORY NOTE (Continued)

not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Washington.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of King County, State of Washington.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) an Assignment of Deposit Account dated March 18, 2020 made and executed between City of Edmonds and Lender on collateral described as a certificate of deposit.

NOTICE OF ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

AMENDMENTS/MODIFICATIONS. Lender shall not be deemed to have waived any rights under this Note unless such waiver is given in writing and signed by the Lender. Notwithstanding any provision in this Note and other related documents to the contrary, this Note may be modified by mutual consent of the Lender and Borrower. Lender shall send written notice of the amendment to Borrower at Borrower's address in Lender's records. Any such amendments, modifications or extensions shall be effective according to its terms; provided. However, the Borrower has the option to pay the Note in full according to its terms and choose not to accept the amendment.

COUNTERPARTS; FAXED SIGNATURES. This document may be executed in any number of counterparts and by different parties to this document on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

LINE OF CREDIT. This Note evidences a straight line of credit where advances may only be made for the purposes of a capital shortfall through October 31, 2020. Once the earlier of the total amount of principal has been advanced or October 31, 2020, Borrower is not entitled to further loan advances. Advances under this Note may be requested in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Gary Haakenson, Board of Directors President of Edmonds Senior Center, Steve Shelton, Vice President of Edmonds Senior Center, Candy Gaul, Secretary of Edmonds Senior Center, Patsy Ethridge-Neal, Treasurer of Edmonds Senior Center, Farrell Fleming, Executive Director of Edmonds Senior Center and Daniel Johnson, Executive Director of Edmonds Senior Center. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

TRANSFER OF ACCOUNTS TO LENDER. On or before May 1, 2020, Borrower agrees to move all of its depository and checking accounts to Lender and agrees to continue to make its normal and customary deposits to, and withdrawals from, said accounts until the Indebtedness has been paid in full.

ADDITIONAL TERMS AND CONDITIONS. In the event the Borrower does not advance funds from the Loan on or before October 31, 2020 and no other amounts are owed, the Loan will be closed and the certificate of deposit held as collateral will be released.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: First Financial Northwest Bank PO Box 1130 207 Wells Ave S Renton, WA 98057.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

EDMONDS SENIOR CENTER

By: Gary Haakenson, Board of Directors President of Edmonds Senior Center

By: Candy Gaul, Secretary of Edmonds Senior Center

By: Farrell Fleming, Executive Director of Edmonds Senior Center

By: Steve Shelton, Vice President of Edmonds Senior Center

By: Patsy Ethridge-Neal, Treasurer of Edmonds Senior Center

By: Daniel Johnson, Executive Director of Edmonds Senior Center

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	03-18-2020	11-01-2027	270451			LUMM	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Edmonds Senior Center
220 Railroad Ave
Edmonds, WA 98020

Lender: First Financial Northwest Bank
207 Wells Ave S
PO Box 1130
Renton, WA 98057

LOAN TYPE. This is a Fixed Rate (3.680%) Nondisclosable Loan to a Corporation for \$2,000,000.00.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: To assist with construction of the Edmonds Waterfront Center.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$2,000,000.00 as follows:

Other Disbursements:	\$2,000,000.00
\$2,000,000.00 Undisbursed Funds	
Note Principal:	\$2,000,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$10,000.00
\$10,000.00 Loan Origination Fee to Lender	
Total Charges Paid in Cash:	\$10,000.00

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Demand Deposit - Checking account, numbered 270791, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

NOTICE OF ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

COUNTERPARTS; FAXED SIGNATURES. This document may be executed in any number of counterparts and by different parties to this document on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MARCH 18, 2020.

BORROWER:

EDMONDS SENIOR CENTER

By: Gary Haakenson, Board of Directors President of Edmonds Senior Center

By: Candy Gaul, Secretary of Edmonds Senior Center

By: Farrell Fleming, Executive Director of Edmonds Senior Center

By: Steve Shelton, Vice President of Edmonds Senior Center

By: Patsy Ethridge-Neal, Treasurer of Edmonds Senior Center

By: Daniel Johnson, Executive Director of Edmonds Senior Center

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Attachment: Senior Center Business Loan Agreement Opt [Revision 1] (Senior Center Loan Request)

City Council Agenda Item

Meeting Date: 03/24/2020

Ordinance Imposing Moratorium on Small Business & Non-Profit Tenant Evictions

Staff Lead: Jeff Taraday

Department: Economic Development

Preparer: Patrick Doherty

Background/History

Mayor Mike Nelson proclaimed an emergency in the City of Edmonds due to the COVID-19 outbreak on March 5, 2020. On March 16, 2020, the Governor of Washington issued an order temporarily shutting down restaurants, bars, and other entertainment and food establishments, as well as prohibiting public gatherings of 50 or more people. The COVID-19 crisis has had, and will continue to have, a significant impact on the local economy, impacting the retail, restaurant and other industries and resulting in economic hardship for small business owners and employees due to loss of business income, layoffs and reduced work hours for a significant percentage of this workforce. A temporary moratorium on small business tenant evictions during the COVID-19 outbreak will protect the public health, safety, and welfare by providing small businesses with stable locations from which to operate during and after the public health emergency, thus helping them stay in business and reduce the number of small businesses declaring bankruptcy and closing during the economic downturn caused by the public health emergency, and allowing the City's economy to recover more quickly after the COVID-19 crisis has passed.

Staff Recommendation

Approve the proposed Ordinance.

Narrative

Attached here is a proposed Ordinance imposing a moratorium on evictions of small businesses and nonprofit tenants and declaring an emergency.

The Ordinance provides for:

1. Moratorium on evictions of small businesses and nonprofit tenants until the end of the emergency or 60 days from the effective date of the Ordinance.
2. Defines small businesses.
3. Defines nonprofit entities.
4. Prohibits property owners during the emergency from terminating tenants' leases or right to occupy a premises.
5. Encourages property owners to arrange rental payment plans, discounted rent schedules, etc.
6. Disallows nonpayment of rent as grounds for eviction in court proceedings during this emergency.
7. Declares an emergency such that a majority plus one of the City Councilmembers can approve this Ordinance to take effect immediately.

Attachments:

2020-03-19 ordinance re small business evictions-v2

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY OF EDMONDS,
WASHINGTON, IMPOSING A MORATORIUM ON
EVICTIONS OF SMALL BUSINESS AND NONPROFIT
TENANTS AND DECLARING AN EMERGENCY.**

WHEREAS, Mayor Mike Nelson proclaimed an emergency in the City of Edmonds due to the COVID-19 outbreak on March 5, 2020; and

WHEREAS, the facts stated in that proclamation continue to exist, as well as the following additional facts; and

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high-risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on March 16, 2020, the Governor of Washington issued an order temporarily shutting down restaurants, bars, and other entertainment and food establishments, as well as prohibiting public gatherings of 50 or more people; and

WHEREAS, national public health experts believe the lack of testing has masked the true spread of COVID-19 virus, and that our region has potentially over 2,000 cases, which could double every six days; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, the COVID-19 crisis has had, and will continue to have, a significant impact on the local economy, impacting the retail, restaurant and other industries and resulting in economic hardship for small business owners and employees due to loss of business income, layoffs and reduced work hours for a significant percentage of this workforce; and

WHEREAS, jurisdictions across the nation are considering or have implemented temporary eviction-prevention measures to provide small business stabilization support during this unprecedented public health emergency and resulting economic crisis; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution grants cities such as the City of Edmonds broad police powers to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws"; and

WHEREAS, a temporary moratorium on small business tenant evictions during the COVID-19 outbreak will protect the public health, safety, and welfare by providing small businesses with stable locations from which to operate during and after the public health emergency, thus helping them stay in business and reduce the number of small businesses declaring bankruptcy and closing during the economic downturn caused by the public health emergency, and allowing the City's economy to recover more quickly after the COVID-19 crisis has passed; and

WHEREAS, the COVID-19 emergency requires the adoption of an ordinance that is specifically aimed at a moratorium on small business tenant evictions during the emergency in order to safeguard the local economy, which relies so heavily on small businesses, from economic collapse and to protect the public safety, health and welfare; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, DO ORDAIN
AS FOLLOWS:

Section 1. Moratorium on small business and nonprofit tenant evictions.

A. Effective immediately, a moratorium is hereby ordered on evictions of small business and nonprofit tenants for non-payment of rent or due to the expiration of the lease's term until the earlier of the termination of the emergency declared in the Proclamation of Emergency dated March 5, 2020 or 60 days from the effective date of this Emergency Ordinance;

B. For purposes of this moratorium, "small business" shall have the same meaning as in RCW 19.85.020(3): "'Small business' means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that is owned and operated independently from all other businesses, and that has fifty or fewer employees" per establishment or premises;

C. For purposes of this moratorium, a "nonprofit" shall mean an entity that: (1) is a "not for profit corporation" or "nonprofit corporation" under RCW 24.03.005(16) or is designated a "public benefit not for profit corporation" or "public benefit nonprofit corporation" under RCW 24.03.490; or (2) holds tax-exempt status under 26 U.S.C. § 501(c)(3);

D. During this moratorium, an owner of property shall not enforce a contract or statutory remedy under a lease that would remove a small business or nonprofit tenant from its premises. These prohibited remedies include, but are not limited to, terminating the tenant's lease or terminating the tenant's right to possession of the premises;

E. During this moratorium, an owner of property shall also endeavor to enter into a payment plan or other agreement to assist a distressed small business or nonprofit in rent relief, including but not limited to the deferred payment of rent, discount to rent, or other strategies to address the economic disruption caused by the COVID-19 emergency. Further, no small business or nonprofit tenant shall incur late fees, interest, or other charges due to late payment of rent during the moratorium; and

F. For any pending eviction action for the non-payment of rent, it shall be a defense to any eviction action that the eviction of the small business tenant would occur during the moratorium. Given the public health emergency and public safety issues, a court may grant a continuance for a future hearing date in order for the eviction action to be heard after the end of the moratorium.

Section 2. Severability. If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). The region is in the midst of a state of emergency due to the COVID-19 virus, which has also become an economic emergency for many small business and nonprofit tenants.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth herein, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130. If it is only approved by a majority of the Council, it will take effect five days after passage and publication.

APPROVED:

MAYOR MIKE NELSON

ATTEST/AUTHENTICATED:

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. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Edmonds, Washington

On the ____ day of _____, 2020, 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, IMPOSING A MORATORIUM ON
EVICTIONS OF SMALL BUSINESS AND NONPROFIT
TENANTS AND DECLARING AN EMERGENCY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2020.

CITY CLERK, SCOTT PASSEY

4840-7251-8158, v. 1

City Council Agenda Item

Meeting Date: 03/24/2020

Adoption of Emergency Ordinance for Moratorium on Residential Evictions

Staff Lead: Shane Hope

Department: Planning Division

Preparer: Rob Chave

Background/History

Mayor Nelson declared an emergency under 6.60 ECC and RCW 38.52.020(1)(b) on March 5, 2020.

Staff Recommendation

Adopt the ordinance (Exhibit 1)

Narrative

On March 5, 2020 Mayor Nelson declared a State of Emergency in the City of Edmonds in relation to the COVID-19 outbreak. The COVID-19 crisis has had, and will continue to have, a significant impact on the local economy impacting retail, restaurant and other industries resulting in economic hardship for small business owners due to loss of business income, layoffs and reduced work hours for a significant percentage of this workforce. In addition, layoffs and substantially reduced work hours will lead to widespread economic hardship that will disproportionately impact low- and moderate-income workers resulting in lost wages and the inability to pay for basic household expenses, including rent.

In order to limit the negative effect on citizens facing these economic impacts and to contribute to housing stability, this emergency ordinance establishes a temporary moratorium on residential evictions during the current COVID-19 outbreak. This will protect the public health, safety, and welfare by reducing the number of individuals and families entering into homelessness during this pandemic.

A draft ordinance implementing this measure is attached as Exhibit 1.

Attachments:

Exhibit 1: Ordinance re residential evictions

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, IMPOSING A MORATORIUM ON RESIDENTIAL TENANT EVICTIONS AND DECLARING AN EMERGENCY.

WHEREAS, Mayor Mike Nelson proclaimed an emergency in the City of Edmonds due to the COVID-19 outbreak on March 5, 2020; and

WHEREAS, the facts stated in that proclamation continue to exist, as well as the following additional facts; and

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on March 16, 2020, the Governor of Washington state issued an order temporarily shutting down restaurants, bars, and other entertainment and food establishments, as well as prohibiting public gatherings of 50 or more people; and

WHEREAS, national public health experts believe the lack of testing has masked the true spread of COVID-19 virus, and that our region has potentially over 2,000 cases, which could double every six days; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, the COVID-19 crisis has had, and will continue to have, a significant impact on the local economy impacting the retail, restaurant and other industries resulting in economic hardship for small business owners due to loss of business income, layoffs and reduced work hours for a significant percentage of this workforce; and

WHEREAS, layoffs and substantially reduced work hours will lead to widespread economic hardship that will disproportionately impact low- and moderate- income workers resulting in lost wages and the inability to pay for basic household expenses, including rent; and

WHEREAS, in the last two weeks there has been a significant 50% drop in the number of tenants appearing in court for their eviction hearings in King County resulting in default judgments being entered and tenants losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, the drop in court appearances in Snohomish County is likely similar to that seen in King County; and

WHEREAS, evictions result in a loss of housing and create housing instability, potentially increasing the number of people experiencing homelessness and creating a heightened risk of disease transmission; and

WHEREAS, jurisdictions across the nation are considering or have implemented eviction prevention to provide housing stability to dislocated workers during this unprecedented public health emergency; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution grants cities like the City of Edmonds broad police powers to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws"; and

WHEREAS, the Washington State Legislature has declared a state policy to help residents who are experiencing a temporary crisis in retaining stable housing to avoid eviction from their homes, as expressed in Laws of 2019 c 356 section 1; and

WHEREAS, a temporary moratorium on residential evictions during the COVID-19 outbreak will protect the public health, safety, and welfare by reducing the number of individuals and families entering into homelessness during this epidemic; and

WHEREAS, the COVID-19 emergency requires the adoption of an ordinance that is specifically aimed at a moratorium on residential evictions during the emergency in order to keep people housed and protect the public safety, health and welfare as set forth in this Emergency Ordinance; therefore, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, DO ORDAIN
AS FOLLOWS:

Section 1. Moratorium on residential tenant evictions.

A. Effective immediately, a moratorium on residential evictions for non-payment is hereby ordered until the earlier of the termination of the emergency declared in the Proclamation of Emergency dated March 5, 2020 or 60 days from the effective date of this Emergency Ordinance;

B. A residential landlord shall not initiate an unlawful detainer action, issue a notice of termination, or otherwise act on any termination notice, including any action or notice related to a rental agreement that has expired or will expire during the effective date of this Emergency Order, unless the unlawful detainer action or action on a termination notice is due to actions by the tenant constituting an imminent threat to the health or safety of neighbors, the landlord, or the tenant's or landlord's household members. Further, no late fees or other charges due to late payment of rent shall accrue during the moratorium; and

C. It shall be a defense to any eviction action that the eviction of the tenant will occur during the moratorium, unless the eviction action is due to actions by the tenant constituting an imminent threat to the health or safety of neighbors, the landlord, or the tenant's or landlord's household members. For any pending eviction action, regardless if the tenant has appeared, a court may grant a continuance for a future court date in order for the matter to heard at a time after the moratorium is terminated; and

D. Effective immediately, the Sheriff of Snohomish County is requested to cease execution of eviction orders during the moratorium.

Section 2. Severability. If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum

(RCW 35A.12.130). The region is in the midst of a state of emergency due to the COVID-19 virus, which has also become an economic emergency for many low- and moderate-income tenants.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth herein, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130. If it is only approved by a majority of the Council, it will take effect five days after passage and publication.

APPROVED:

MAYOR MIKE NELSON

ATTEST/AUTHENTICATED:

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. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Edmonds, Washington

On the ____ day of _____, 2020, 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, IMPOSING A MORATORIUM ON
RESIDENTIAL TENANT EVICTIONS AND
DECLARING AN EMERGENCY..

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2020.

CITY CLERK, SCOTT PASSEY

4840-7251-8158, v. 1

City Council Agenda Item

Meeting Date: 03/24/2020

Review and Ratification of the Mayor's Stay at Home Order

Staff Lead: Mike Nelson, Mayor

Department: City Clerk's Office

Preparer: Scott Passey

Background/History

Pursuant to Ordinance No. 4177, passed by the City Council on Sunday, March 22, 2020, Mayor Nelson issued an emergency "stay at home" order due to the COVID-19 Emergency.

Staff Recommendation

Review and ratify the Mayor's Stay at Home Order.

Narrative

N/A

Attachments:

Ordinance 4177

COVID_19_Stay_Home_Order_3_22_20

ORDINANCE NO. 4177

AN ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, AMENDING CHAPTER 6.60 OF THE EDMONDS CITY CODE, ENTITLED “DISASTER PREPARATION AND COORDINATION,” TO ENHANCE THE CITY’S ABILITY TO ACT SWIFTLY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE IN RESPONSE TO EMERGENCIES AND CIVIL EMERGENCIES.

WHEREAS, the City’s emergency management and emergency operations code, which is codified in chapter 6.60 ECC, entitled “Disaster Preparation and Coordination,” was last updated in 1998; and

WHEREAS, there are several provisions of chapter 6.60 ECC that should be updated to take into account the most common ways that citizens receive information in 2020; and

WHEREAS, chapter 6.60 ECC appears to have been drafted in contemplation of natural disasters like earthquakes, without anticipating the types of public health emergencies that could arise through a pandemic; and

WHEREAS, the City is in the midst of the COVID-19 pandemic emergency that was declared by Mayor Mike Nelson on March 5, 2020; and

WHEREAS, the COVID-19 pandemic may not peak in its intensity locally for at least another six weeks; and

WHEREAS, it cannot be predicted exactly how the City might need to act over the next several months to effectively respond to changed conditions caused by the pandemic; and

WHEREAS, the City has broad police powers that allow it to protect the public health, safety, and welfare; and

WHEREAS, those broad police powers are generally held by the city council, who in turn has the ability to delegate a part of those powers to the mayor for the sake of expediency; and

WHEREAS, because city council action requires a quorum, and because council action must be taken publicly, it may not be possible for the city council to respond as swiftly as the mayor could to changed conditions that may require immediate action; and

WHEREAS, other cities have given their mayors the ability to proclaim emergency orders when immediate action is necessary; and

WHEREAS, the city council would like to ensure that the mayor of Edmonds is authorized to make such orders as are imminently necessary for the protection of life and property in the face of an emergency or civil emergency, while still requiring that such orders be brought to the city council for confirmation or modification by the city council as soon as practicable; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 6.60 of the Edmonds City Code, entitled “Disaster Preparation and Coordination,” is hereby amended to read as follows (new text is shown in underline; deleted text is shown in strike-through):

Chapter 6.60

DISASTER PREPARATION, ~~AND~~ EMERGENCY COORDINATION, AND CIVIL EMERGENCIES

Sections:

6.60.010 Purposes.

6.60.020 Definitions.

6.60.030 Emergency operations plan.

6.60.035 Emergency management organization.

6.60.040 Powers and duties of safety and disaster coordinator in preparation for a disaster.

6.60.050 Authority of safety and disaster ~~serviees~~ coordinator in the event of a disaster.

6.60.060 Violations.

6.60.065 Temporary replacement of the mayor.

6.60.070 Immunity from private liability.

6.60.080 Proclamation of emergency.

6.60.090 Orders during emergency.

6.60.100 Ratification, confirmation of orders.

6.60.110 Publication of proclamation.**6.60.120 Noncompliance deemed misdemeanor.****6.60.300 Severability.****6.60.010 Purposes.**

The purpose of this chapter is to protect the lives and property of the citizens of Edmonds in the event of an emergency, disaster, or civil emergency through planning, training and organization and by authorizing the exercise of emergency powers as prescribed by RCW 38.52.070 and the city's home rule police powers.

6.60.020 Definitions.**A. Emergency or Disaster.**

1. "Emergency" or "Disaster" as used in this chapter shall mean an event or set of circumstances which:

a. Demands immediate action to preserve public health, protect life, protect public property or to provide relief to any stricken area within the city overtaken by such occurrences; or

b. Reaches such a dimension or degree of destructiveness or contagion as to warrant the mayor proclaiming the existence of an emergency or disaster or the Governor declaring a state of emergency ~~in accordance with appropriate local and state statute.~~

2. The proclamation of an emergency or disaster by the mayor shall be accompanied simultaneously by:

a. A public proclamation posted on the exterior of all city offices, ~~schools and libraries;~~ and

b. The prompt effort to ~~notify~~serve personal notice to all members of the city council, with service modes to include confirmed receipt of telephone call, text message, email, or other electronic means of communication ~~contact or personal service by city staff.~~

B. "Emergency services coordinating agency (ESCA)" is a local government agency created pursuant to Chapter 38.52 RCW that provides local emergency~~disaster~~

management functions for the Edmonds area, including coordination between Edmonds and other agencies and organizations for emergency~~disaster~~ preparedness and disaster response.

C. “Civil emergency” as used in this chapter shall occur when it appears that riot, unlawful assembly, insurrection, or the imminent threat thereof occur within the confines of the city and result in, or threaten to result in, the death or injury of persons, or the destruction of property to such extent as to require, in the mayor’s judgment, extraordinary measures to protect the public peace, safety and welfare.

6.60.030 Emergency operations plan.

The emergency operations plan, to the extent that it does not conflict with this chapter, shall govern emergency~~disaster~~ preparedness and disaster response in the city of Edmonds. The emergency operations plan and any amendments thereto shall be subject to the approval of the mayor and shall immediately take effect upon approval by the mayor.

6.60.035 Emergency management organization.

The emergency management organization of the city of Edmonds is created and shall consist of the following:

A. The mayor, who shall be the administrative head and have direct responsibility for the organization, administration and operation of the emergency management organization for the city of Edmonds and direct responsibility for the disaster operations of departments in the city;

B. The safety and disaster coordinator, who shall be appointed by and be subject to the supervision of the mayor and who shall be responsible for the administration and operation of the emergency management organization, including the issuance of recommendations to the mayor on the amendment and implementation of the emergency operations plan;

~~C. The emergency operations board, which oversees and provides policy recommendation to the city council during disaster and recovery periods and provides direction for the development and maintenance of the emergency operations plan. The emergency operations board shall oversee the activities of and provide direction to the~~

~~emergency management committee during major emergencies and disasters. The emergency operations board provides policy direction for disaster preparedness and mitigation. The mayor shall serve as chair of the emergency operations board and the disaster coordinator shall serve as vice chair. The remaining membership of the emergency operations board shall be as designated in the emergency operations plan;~~

~~D.~~ The emergency management committee, which provides staff support, direction and expertise in development of the emergency operations plan and all supporting documents. The mayor ~~disaster coordinator~~ shall serve as chair of the committee. The emergency operations plan may also designate the ESCA director as a co-chair of the committee. Other membership in the committee shall be as designated in the emergency operations plan or by the mayor.

6.60.040 Powers and duties of safety and disaster coordinator in preparation for a disaster.

Subject to the direction and control of the mayor, the safety and disaster coordinator shall be empowered as follows:

A. To have direct responsibility for disaster coordination including, but not limited to, the organization, administration, and operation of the emergency management committee, and the resolution of questions of authority and responsibility arising among the various members of such organization.

B. To draft, review, and recommend disaster preparedness and mutual aid plans and/or agreements, and such ordinances and resolutions as are necessary to implement such plans and agreements.

C. To organize and direct the training of the emergency management committee, including practice drills.

D. To represent the city in all dealings with public and/or private agencies regarding the provision of disaster services in the event of a disaster.

E. To designate buildings and/or premises as shelters for persons and/or property in the event of a disaster.

F. To propose rules and regulations on matters reasonably related to the protection of lives and/or property injured or damaged, or likely to be injured or damaged by a disaster.

6.60.050 Authority of safety and disaster services coordinator in the event of a disaster.

Subject to the supervision and control of the mayor, the safety and disaster coordinator shall be empowered during a disaster as follows:

A. To obtain vital supplies, equipment, and such other requirements necessary for the protection of life and property and to bind the city for the fair value thereof and if necessary to immediately commandeer the same for public use. These powers may be exercised in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements) including but not limited to budget law limitations, the requirements of competitive bidding, the publication of notices, entering into public works contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the expenditure of public funds.

B. To requisition necessary personnel and/or material of any city department ~~or~~ agency.

C. At the direction of the mayor, To require the emergency services of any city officer or employee, and, after the Governor has proclaimed that a disaster exists pursuant to RCW 43.06.010, to command the aid of as many citizens of this city as necessary pursuant to RCW 38.52.110(2); provided, that such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency services volunteers as provided in RCW 38.52.310.

6.60.060 Violations.

The following offenses shall be punishable as misdemeanors by a fine not to exceed \$500.00 and/or by imprisonment not to exceed 90 days.

A. No person shall willfully obstruct, hinder or delay any member of the disaster coordination organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty required by this chapter.

B. No person shall wear, carry or display, without authority, any means of identification as specified by the State Department of Emergency Services and/or which would be likely to mislead a member of the public into believing that such person is a member of the disaster coordinating organization.

6.60.065 Temporary replacement of the mayor.

The following elected officials shall, in the order listed, act on behalf of the mayor if he/she is unable to carry out his/her duties, in carrying out the purposes of this chapter or the provisions of the emergency management plan:

A. The council president;

B. The council president pro tem;

C. ~~The most senior city councilmember;~~ The remaining city councilmembers in order of continuous seniority, PROVIDED THAT where two councilmembers have the same continuous seniority on the council, the holder of the lowest numbered position on the council shall be deemed the more senior of the two.

6.60.070 Immunity from private liability.

There shall be no liability on the part of any person, partnership, corporation, the state of Washington or any political subdivision thereof who owns or maintains any buildings or premises that have been designated by the city of Edmonds safety and disaster coordinator as a disaster shelter for any injuries sustained by any person while in or upon said building or premises as a result of the condition of said building or premises or as a result of any act or omission, or in any way arising from the designation of such premises as a shelter provided such person has entered, gone upon or into said building or premises for the purpose of seeking refuge therein during a disaster; provided further, however, that this section shall not apply to the willful acts of such owner or occupant or his or her servants, agents, or employees. This section shall also apply to any practice drill authorized pursuant to this chapter.

6.60.080 Proclamation of emergency.

The mayor, or if absent or incapacitated, the president of the city council, may proclaim in writing the existence of an emergency or civil emergency.

6.60.090 Orders during emergency.

Upon the proclamation of an emergency or civil emergency, the mayor, or if absent or incapacitated, the president of the city council, during the existence of such emergency or civil emergency, may make and proclaim any or all of the following orders:

A. An order imposing a general curfew applicable to the city as a whole, or to such geographical area or areas of the city as deemed necessary, and during such hours as deemed necessary, and from time to time modify the area or areas to which such a curfew shall apply, and the hours that such curfew will be in effect;

B. An order requiring any or all business establishments to close and remain closed until further order;

C. An order requiring the closure of any or all bars, taverns, liquor stores and other business establishments where alcoholic beverages are sold or otherwise dispensed; provided that with respect to those business establishments which are not primarily devoted to the sale of alcoholic beverages, and in which such alcoholic beverages may be removed or made secure for possible seizure by the public, the portions thereof utilized for the sale of items other than alcoholic beverages may, in the mayor's discretion, be allowed to remain open;

D. An order requiring the discontinuance of sale, distribution, or giving away of alcoholic beverages in any or all parts of the city;

E. An order requiring the discontinuance of the sale, distribution, or giving away of gasoline or other liquid, flammable or combustible products in any container (other than a gasoline tank properly fixed to a motor vehicle);

F. An order closing to the public any and all public places, including streets, alleys, public ways, schools, parks, beaches, amusement areas, and public buildings;

G. An order prohibiting the carrying or possession of a firearm or any instrument which is capable of producing bodily harm and which is carried or possessed with intent to use the same to cause such harm, provided that any such order shall not apply to peace officers or military personnel engaged in the performance of their official duties;

H. An order requesting federal and/or state assistance in combating such civil emergency;

I. An order establishing economic controls in aid of and supplementary to and consistent with federal orders relating to price stabilization or controls including: the convening and establishing of ration boards; auditing retail and wholesale ration accounts; monitoring price control operations and reporting violations to appropriate authorities; assisting in providing essential supplies to disaster victims; and advising appropriate authorities concerning rationing, price control, wage and rent controls, and allocation of food and other essential commodities;

J. An order directing the use of all public and private health, medical, and convalescent facilities and equipment to provide emergency health and medical care for injured or sick persons;

K. An order authorizing, in cooperation with utility management and appropriate state and federal agencies, the shutting off, restoration, and operation of utility services in accordance with priorities established for combating such emergency or civil emergency;

L. An order providing for the evacuation and reception of the population of the City or any part thereof; and

M. Such other orders as are imminently necessary for the protection of life and property.

6.60.100 Ratification, confirmation of orders.

Any orders proclaimed pursuant to Section 6.60.090, shall, at the earliest practicable time, be presented to the city council for ratification or modification. Ratification or modification shall be by majority of the council then present, PROVIDED THAT any council action shall require a quorum. If, after the vote, the orders are not

ratified or modified by the majority, the orders shall be void. The orders shall be considered in full force and effect until the city council takes action to the contrary.

6.60.110 Publication of proclamation.

The mayor, or president of the city council, shall cause any proclamation or order issued pursuant to the authority of this chapter to be delivered electronically to all news media within the city, shall publish the same on the city website, and shall utilize such other available means, including social media and/or public address systems, as may be necessary, in the mayor's judgment, to give notice of such proclamations or orders to the public.

6.60.120 Noncompliance with order deemed misdemeanor.

It is unlawful for anyone to fail or to refuse to obey any order proclaimed pursuant to this legislation. Any person convicted of a violation of this section shall be guilty of a misdemeanor.

6.60.300 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this chapter.

Section 2. Severability. If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). The region is in the midst of a state of emergency due to the COVID-19 virus and the City Council wants to ensure that the city is properly positioned to act swiftly in response to it.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth herein, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130. If it is only approved by a majority of the Council, it will take effect five days after passage and publication.

APPROVED:

MAYOR MIKE NELSON

ATTEST/AUTHENTICATED:

CITY CLERK, SCOTT PASSEY

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
JEFF TARADAY

FILED WITH THE CITY CLERK:	March 22, 2020
PASSED BY THE CITY COUNCIL:	March 22, 2020
PUBLISHED:	March 27, 2020
EFFECTIVE DATE:	March 22, 2020
ORDINANCE NO.	4177

SUMMARY OF ORDINANCE NO. 4177

of the City of Edmonds, Washington

On the 22nd day of March, 2020, the City Council of the City of Edmonds, passed Ordinance No. 4177. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF EDMONDS, WASHINGTON, AMENDING CHAPTER 6.60 OF THE EDMONDS CITY CODE, ENTITLED “DISASTER PREPARATION AND COORDINATION,” TO ENHANCE THE CITY’S ABILITY TO ACT SWIFTLY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE IN RESPONSE TO EMERGENCIES AND CIVIL EMERGENCIES.

The full text of this Ordinance will be mailed upon request.

DATED this 22nd day of March, 2020.

CITY CLERK, SCOTT PASSEY

EMERGENCY ORDER STAY HOME, PROTECT PUBLIC HEALTH

An order from the Edmonds mayor mandating that Edmonds city residents, business owners, and others who work and recreate in the City of Edmonds stay home and limit their interactions with others in order to slow the spread of the novel coronavirus (COVID-19).

WHEREAS,

- A. In my capacity as Mayor, I proclaimed an emergency exists in the City of Edmonds on March 5, 2020.
- B. The facts stated in that proclamation continue to exist.
- C. The World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease.
- D. On March 13, 2020, the Governor of Washington state issued an emergency order announcing all K-12 schools in Washington to be closed from March 17, 2020 through April 24, 2020 to combat the spread of the disease.
- E. On March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus.
- F. The virus that causes COVID-19 is easily transmitted, especially in group settings. Preventing the further spread of this disease hinges on every person in Edmonds reducing their interactions with others, especially those beyond their immediate household. The Snohomish Health District states that “The closer the contact between people – and the more people in a group – the greater the risk of passing along viruses.”
- G. It is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety.
- H. Art. XI, Sec. 11 of the Washington State Constitution grants cities like the City of Edmonds broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws.”

- I. The civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to chapter 6.60 ECC.

BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF EDMONDS, THAT:

I, MIKE NELSON, MAYOR OF THE CITY OF EDMONDS, ACTING UNDER THE AUTHORITY OF CHAPTER 6.60 ECC, AND MY MAYORAL PROCLAMATION OF EMERGENCY, DATED MARCH 5, 2020, HEREBY ORDER:

1. Stay Home.

Residents, business owners, and others who either work or recreate in the City of Edmonds shall, **effective 11:59 pm on Sunday, March 22, 2020** and until further notice:

- A. Stay home, except for certain essential activities and work necessary to provide essential business activity and government services, or perform essential public infrastructure construction. Homeless individuals are not subject to this order.
- B. Essential activities include, but are not limited to, the following:
 - Errands to maintain health and safety, such as obtaining medicine or seeing a doctor.
 - Acquiring necessary services or supplies for you, your family or household members, such as getting food and supplies, pet food and supplies necessary for staying home. This can include curbside pick-up, delivery, take out or drive-thru food and beverage services. Please only purchase items you immediately need and do not stockpile.
 - Engaging in outdoor activity, such as walking, hiking, or running, provided you keep at least 6 feet of distance between others.
 - Caring for a family member in another household.
 - Caring for elderly, minors, dependents, people with disabilities or other vulnerable persons.

Essential business and government services include, but are not limited to, the following:

- Health care operations, including all training and educational programs and home health workers.
- Essential infrastructure, including construction of housing (residential and mixed-use), industrial and commercial projects currently underway; and operation of public transportation and utilities.
- Businesses that supply products or services necessary to both

maintain the functionality and/or safety of equipment, facilities, utilities, healthcare, national defense, all modes of transportation and critical supply chains used in other essential businesses.

- Grocery stores, farmers markets, food banks, convenience stores.
- Food and beverage providers offering curbside pick up, delivery, take out or drive-thru services.
- Businesses that provide necessities of life for economically disadvantaged individuals and shelter facilities.
- Pharmacies, health care supply stores and health care facilities.
- Gas stations and auto repair facilities.
- Banks.
- Garbage collection.
- Hardware stores, plumbers, electricians and other service providers necessary to maintain the safety, sanitation and essential operation of residences and other essential businesses.
- Educational institutions, for the purposes of facilitating distance learning.
- Laundromats, dry cleaners and laundry service providers.
- Businesses that ship or deliver groceries, food and goods directly to residences.
- Childcare facilities providing services that enable essential employees to go to work.
- Roles required for any essential business to "maintain basic operations," which include security, payroll and similar activities.

See the U.S. Department of Homeland Security's comprehensive [list of Critical Infrastructure Sectors](#).

- C. Follow the recommendations of the Center for Disease Control and Prevention when conducting essential activities and services allowed under B, above.

These recommendations include the following: (i) maintain at least 6 feet from other individuals, wash hands with soap and water for at least 20 seconds as frequently as possible or use hand sanitizer, cover coughs or sneezes, and do not shake hands; and (ii) perform routine environmental cleaning.

- D. Employers in Edmonds that do not provide essential businesses or government services should take all steps necessary for employees to work remotely from home to the extent possible.

2. Prior Proclamations Remain In Effect. All mayoral proclamations and orders presently in effect shall remain in full force and effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this proclamation, then the provision of this proclamation shall control.

3. Notice of Proclamation. To the extent practicable, a copy of this Emergency Order shall be made available to all news media within the City and to the general public.
4. Ratification by Council. This Emergency Order shall immediately, or at the earliest practicable time, be presented to the City Council for ratification and confirmation. Ratification and confirmation shall be by majority of the council then present and voting. If this Emergency Order is not so ratified and confirmed, the order shall, after the vote, be void. This Emergency Order shall be considered in full force and effect until the City Council shall act.

DATED this 22nd day of March, 2020.

Mayor Mike Nelson

City Council Agenda Item

Meeting Date: 03/24/2020

Emergency Compensation Plan

Staff Lead: Jessica Neill Hoyson, Human Resources Director

Department: Human Resources

Preparer: Scott Passey

Background/History

N/A

Staff Recommendation

Review and approve Emergency Compensation Plan.

Narrative

Jessica Neill Hoyson, Human Resources Director, will present the Emergency Compensation Plan.

Attachments:

Closure of City Pay Plan

City Emergency Closure/Essential Personnel Only
Employee Compensation Plan

Should City business be closed by a public official and restricted to essential public health and safety functions only, in order to support public infrastructure the following emergency compensation for employees would apply.

A. Employees who must physically report to work for at least 20% of their regular workweek:

Employees who are required to report to work during an emergency will receive additional compensation for the potential hazards the employee may be exposed to by this requirement as outlined below.

Employees who must physically report to work for at least 20% of their regular workweek (Usually 40 hours) will be provided a pay differential of 6% of their regular base wage for all regular workweek hours. Should the employee perform some work via telecommuting or should the employee's onsite work equal less than a full workweek, the employee will be compensated for the full workweek with the 6% pay differential for all regular work hours.

Example: employee regularly works 40 hours per week and their work requires them to physically be present. During a City Business closure the employee's onsite work is only 30 hours for the week (This equals 75% of the total work week). Employee then completes online training from home for 2 hours that week and does not complete any work for the remaining 8 hours in the workweek. Employee would be compensated their regular base wage with the 6% pay differential for all hours of their normal workweek, which is 40.

B. Employees who can perform at least 40% the essential functions of their job via telecommuting (with 19.99% or less of their time physically at work):

Employees who will continue to support the essential operations of the City through telecommuting and who must minimally be physically present on the worksite and therefore have less potential hazard exposure will receive additional compensation for this requirement as outlined below.

Employees who can perform at least 40% of their essential functions of their position remotely but may need to come into the workplace minimally (less than 19.99% of the workweek) will receive a pay differential of 3% of their regular base wage for all regular workweek hours.

Example: Employee regularly works 40 hours per week. Employee is able to conduct work remotely for at least 25 hours. Employee comes to work for 2 hours in the week and completes online training from home for 2 hours. Employee would be paid their base rate of pay plus the 3% pay differential for 40 hours in the workweek.

C. Employees who cannot telecommute and are not required to physically report to work:

Employees who are not working remotely and are not required to physically report to work will be placed on “stand-by leave” and will receive their regular rate of pay for their regular workweek hours. Employees who are on Stand-by leave may be asked to complete online training courses. Employees may be assigned up to 16 hours of online training per week. Should an employee choose to complete more training than assigned they may do so, but the additional hours will not trigger the 3% pay differential. All employees on stand-by leave must remain available to the City during their regularly assigned work hours.

Example: Employee is on stand-by leave at home. Employee completes 16 hours of assigned training in the workweek and 4 hours of voluntary training. Employee is compensated at their regular rate of pay for all regular workweek hours.

Should any employee who is on stand-by leave develop COVID – 19 symptoms, have a COVID – 19 exposure that requires quarantine, or have to care for a child due to that child’s place of daycare or schooling being closed, the employee should then use available leave provided under the Families First Coronavirus Protection Act (Public Health Emergency Leave and Emergency Paid Sick Leave).

This Employee Compensation Plan for the Closure of City business applies to both represented and non-represented employees.

City Council Agenda Item

Meeting Date: 03/24/2020

2019 Transportation Benefit District Report

Staff Lead: Phil Williams

Department: Public Works & Utilities

Preparer: Phil Williams

Background/History

Pursuant to Ordinance 3707, and codified in Chapter 3.65 of the Edmonds Municipal Code, the City of Edmonds City Council established a transportation benefit district to be known as the Edmonds Transportation Benefit District in November, 2009, with geographical boundaries comprised of the corporate limits of the City of Edmonds at the time the ordinance was adopted or as they may exist after any future annexations.

The 2015 State Legislature adopted Second Engrossed Substitute Senate Bill 2ESBB 5987 authorizing the assumption of control over a TBD by a city with the same boundaries as the TBD, which became effective in July, 2015. Pursuant of Ordinance 4053, as codified in Chapter 3.65 of the Edmonds Municipal Code, the City of Edmonds City Council assumed the rights powers, functions, and obligations of the Transportation Benefit District Board in December, 2016, one of which is to produce and deliver an annual report regarding the operations of the District.

Initiative 976 - In November, 2019, I-976 was passed by the voters of Washington State. The initiative rolls back car tab fee increases in excess of \$30 among other impacts. This also affects all Transportation Benefit Districts (TBDs) that have been formed through a council manic process. This includes The City of Edmonds Transportation Benefit District. This item was presented to both the Parks, Planning, and Public Works Committee on March 10th and recommended to be placed on the full Council agenda as an action item.

Staff Recommendation

Acknowledge and approve for publication.

Narrative

The City of Edmonds needs to publish the results of its Transportation Benefit District (TBD) operations from January 1 to December 31, 2019. The TBD received \$689,668 in revenue from local license fees on vehicles registered within the jurisdictional limits of the City of Edmonds. These collected funds were expended for street maintenance, preservation, and operation of the street transportation system within the City's boundaries. TBD-funded activities included localized pavement repairs, pothole repairs, signage management, maintenance of pavement markings (buttons, curb paint, etc.), crosswalk maintenance, and traffic signal maintenance and repair. For these eligible costs, outlined in Ordinance 4053, the City expended all of the monies collected, as well as other funds from the State Gas Tax and General Fund resources. .

The publishing of this report fulfills the requirement within RCW 36.73.160(2), in which, the district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

Considerations:

Initiative 976 - The initiative passed by a state wide margin of 53% to 47% but was rejected by Edmonds voters 56% to 44%. After the statewide results were certified, it was challenged by a coalition of local governments including the City of Seattle, King County, and the Garfield County Transportation Authority, allegedly on his constitutional defects. The King County Superior Court judge hearing the case first presided over the request by the appellants for an injunction and a stay of the effective date. The judge granted the injunction which indicated it was likely the appellants would prevail. Weeks later, when a partial decision was released, the decision instead favored the State, who is defending the initiative on behalf of the voters. Two smaller issues remain. One of these affects only the City of Burien and is not germane to Edmonds. The other issue deals with the procedure for establishing the value of a licensed vehicle. That issue could, according to the legal team for the appellants, still result in the initiative being found defective in its entirety.

The appellants have requested the judge to reconsider his partial ruling. His decision on that request and his decision on the remaining two items is expected by the end of March. Either way, it is expected to be appealed by the losing party. This appeal will very likely go directly to the state Supreme Court. Interestingly, the pro-initiative forces had earlier appealed the decision by the King County judge to issue the original injunction. The Supreme Court voted 6-3 to uphold the injunction which also signals that, based on what was presented, a majority of the justices felt the appellants would ultimately prevail on the merits of the case. This further makes the King County Superior Court partial decision seem even more surprising.

Should this go to the Supreme Court as expected, it could easily consume the balance of this year.

Should the appellants lose the argument there, it is very possible the revenue stream collected since late 2019, approximately \$750,000 by that time, would need to be returned.

In addition to this possible outcome we would need to find new funding to replace the approx.

\$700,000/yr. being lost. Some of the obvious opportunities could be 1) put it on the ballot and ask our citizens to approve it directly, 2) try to develop an alternative source of new funding (levy, bonds, etc.), or 3) Somehow make sufficient cuts elsewhere in general governmental budgets.

Attachments:

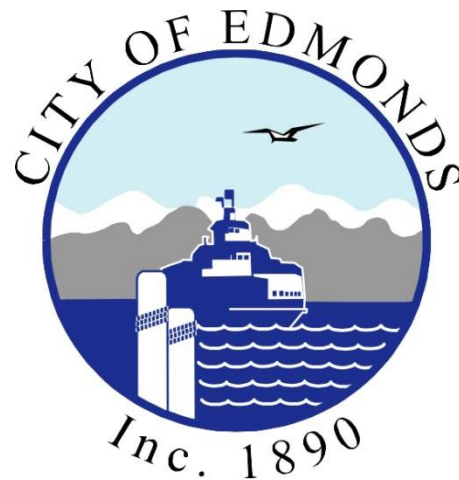
2019 TBD Report Jan-Dec

2019 TBD Annual TBD Report Presentation PHW

**Schedule of Revenues, Expenditures and
Changes in Fund Balance
Transportation Benefit District
January 1, 2019 through December 31, 2019**

Revenues	
\$20 Vehicle Registration Fee	\$ 689,668
Total Revenues	689,668
Expenditures	
Road Maintenance (includes repairs, patching, crack sealing)	
Labor & Benefits	149,090
Supplies	36,089
Traffic Control	
Labor & Benefits	190,949
Supplies	170,895
Vehicle Charges	142,645
Total Expenditures	689,668
Net Change in Fund Balances	-
Fund Balances - Beginning	-
Fund Balances - Ending	\$ -

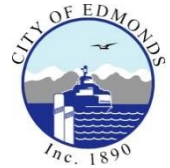
(1) An additional \$26,345 in expenditures were eligible for reimbursement from this funding source, however, due to funding constraints, these expenditures were absorbed by Fund 111 -Street Fund.



Edmonds Transportation Benefit District

2019 Annual Report

03/10/20



TBD overview

- § Edmonds City Council forms TBD on November 18, 2008.
- § TBD Board enacts \$20/year fee with Ordinance No. 1 on February 17, 2009 limiting the uses of funds collected to maintenance and preservation of streets and related traffic control assets.
- § 2012 - \$640,944
- § 2013 - \$670,435
- § 2014 - \$623,111
- § 2015 - \$687,421
- § 2016 - \$701,467
- § 2017 - \$692,589
- § 2018 - \$716,013 + \$43,181 in qualifying expenditures = \$759,194
- § 2019 - \$689,668 + \$26,345 in qualifying expenditures = \$716,013

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2020 Paving Program

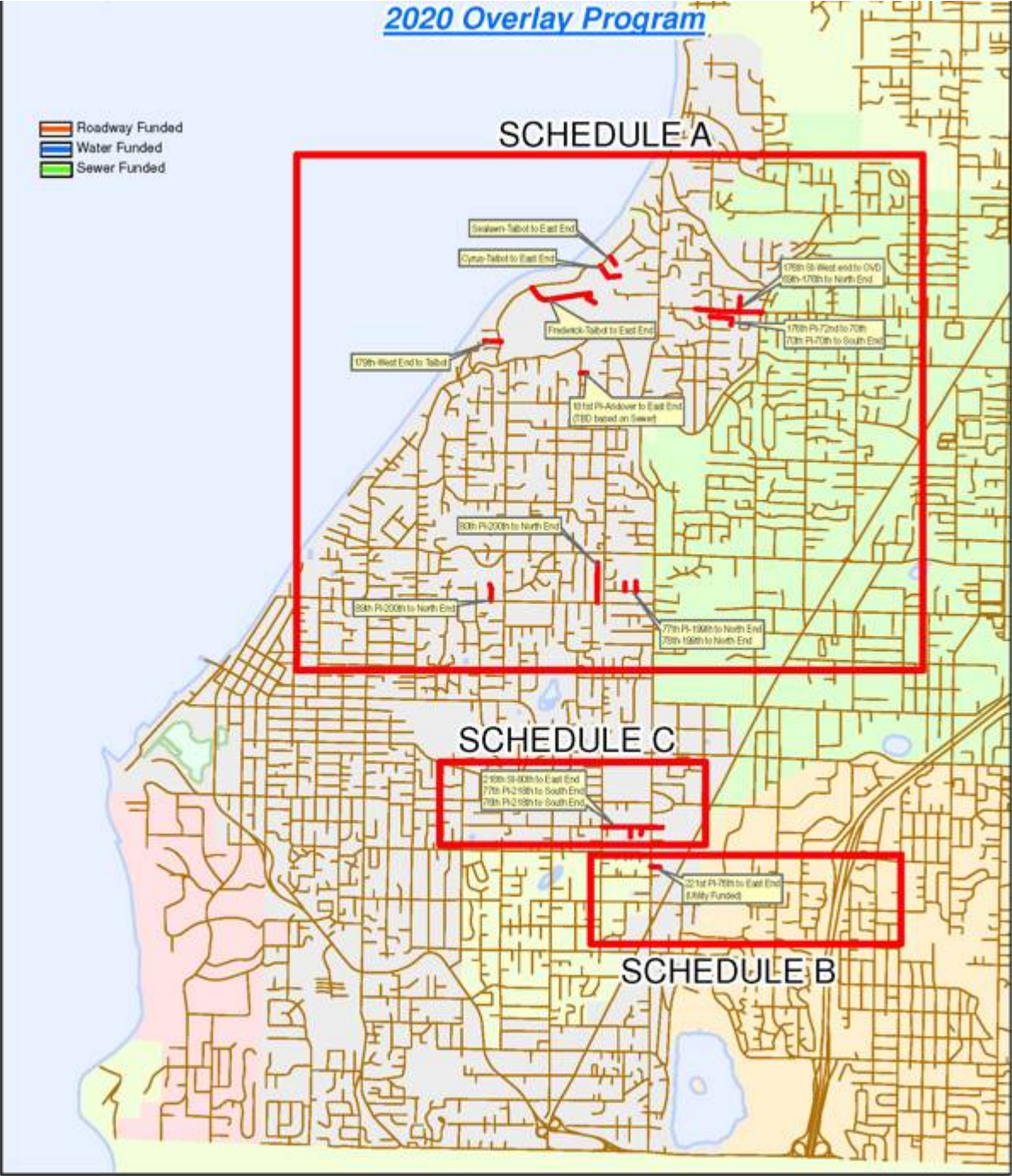
Revenue

FUNDING	Fund 112-Street	\$ 400,000.00
	Fund 125-REET 2	\$ 250,000.00
	Fund 126-REET 1	\$ 450,000.00
	Fund 112-Street	\$ 46,157.00
	Fund 125-REET 2	\$ 96,188.00
	Fund 126-REET 1	\$ 92,655.00
	TOTAL PAVE BUDGET	\$ 1,335,000.00
	TOTAL FUNDING	\$ 1,335,000.00

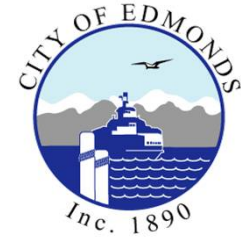
Expense

STREETS	
Employee Time	\$ 50,000.00
Pave Cnsltnt-Design	\$ 48,000.00
Pave Cnsltnt-Construct	\$ 10,000.00
Construction	\$ 740,000.00
Contingency	\$ 74,000.00
CM	\$ 88,800.00
Dayton	\$ 93,000.00
2021 Design	\$ 50,000.00
	\$ -
TOTAL	\$1,153,800.00





I-976 status



- There is an injunction in place keeping the initiative from taking effect
- The injunction was reviewed by the State Supreme Court and upheld
- The King County court case where I-976 is being challenged may have a final decision by month's end
- Either way the decision will be appealed – likely straight to the Supreme Court
- This process could take all year to be resolved
- We are still receiving and expending revenues from the \$20 local license fee
- If I-976 is upheld those monies may need to be repaid

Questions?