



# CITY OF SNOHOMISH

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## NOTICE OF REGULAR MEETING

### SNOHOMISH CITY COUNCIL

in the  
George Gilbertson Boardroom  
1601 Avenue D

**TUESDAY**  
**March 3, 2020**  
**6:00 p.m.**

**NOTE:**  
**COUNCIL WORKSHOP**  
**BEGINS AT 5:00 P.M.**

### AGENDA

*Estimated  
time*

- 6:00 1. **CALL TO ORDER:**
  - a. Pledge of Allegiance
  - b. Roll Call
- 2. **APPROVE AGENDA** contents and order
- 3. **APPROVE MINUTES** of the February 18, 2020 regular meeting (P.3)
- 6:05 4. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
- 6:10 5. **ACTION ITEMS:**
  - a. **AUTHORIZE** the Mayor to Sign a Professional Services Agreement with Bill Trimm, FAICP, for the Midtown Planning District Project Assistance (P.9)
  - b. **AUTHORIZE** the Mayor to Sign a Professional Services Agreement with Makers Architecture and Urban Design LLC, for the Midtown Planning District Project Assistance (P.9)
- 6:30 6. **CONSENT ITEMS:**
  - a. **AUTHORIZE** the Mayor to Sign a Contract with Bear Summit LLC for Development at 161 Lincoln Avenue, pursuant to SMC 3.50 Multi-family Housing Project Tax (P.41)

-- Continued Next Page --

- b. **AUTHORIZE** payment of claim warrants # 72481 through # 72518 in the amount of \$109,936.87, and payroll warrants # 70109 through # 72500 in the amount of \$457,495.97, issued since the last regular meeting. (P.75)

- 6:35 7. **OTHER BUSINESS/INFORMATION ITEMS**
- 6:40 8. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 6:45 9. **COUNCIL PRESIDENT’S ITEMS/REPORTS**
- 6:50 10. **CITY ADMINISTRATOR’S COMMENTS**
- 6:55 11. **MAYOR’S COMMENTS**
- 7:00 12. **EXECUTIVE SESSION:** Sale of Real Property, pursuant to RCW 42.30.110(c)
- 7:15 13. **RECONVENE and ADJOURN**

**NEXT MEETING:** The next meeting is Tuesday, March 17, 2020, workshop at 5 p.m., regular meeting at 6 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

***The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.***

***This organization is an Equal Opportunity Provider.***

**Snohomish City Council Meeting Minutes  
February 18, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council regular meeting to order at 6:00 p.m., Tuesday, February 18, 2020, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

**COUNCILMEMBERS/MAYOR PRESENT**

Larry Countryman  
Steve Dana  
Judith Kuleta  
Tom Merrill  
Donna Ray  
Linda Redmon  
Jason Sanders  
John T. Kartak, Mayor

**STAFF PRESENT**

Pat Adams, HR Manager and City Clerk  
Debbie Burton, Finance Director  
Glen Pickus, Planning Director  
Keith Rogers, Police Chief  
Emily Guildner, City Attorney's Office

2. **APPROVE AGENDA** contents and order

**MOTION** by Sanders, second by Countryman to approve the agenda as presented. The motion passed unanimously (7-0).

3. **APPROVE MINUTES** of the February 4, 2020 workshop and regular meeting.

**MOTION** by Merrill, second by Countryman to approve the minutes of the workshop and regular meeting. The motion passed unanimously (7-0).

4. **CITIZEN COMMENTS** on items not on the Agenda

Mayor Kartak welcomed the citizens to the meeting and discussed the procedures for providing citizen comment.

Citizen Comments:

**Melody Clemans, President, Snohomish Carnegie Foundation**, announced the Carnegie Library's 1968 annex was demolished this morning.

Citizen Comments: Closed

5. **ACTION ITEMS:**

- a. **AUTHORIZE** Contract Amendment for Republic Services Recycling Surcharge

Finance Director Debbie Burton presented the staff report and provided background on Republic Services' surcharge request. Ms. Burton reviewed the four surcharge options related to paper and plastic recycling, and noted the yard waste and organics recycling surcharge is an additional \$0.49/month per customer. The surcharges would be implemented effective April 1, 2020, along with the annual CPI rate increase of 2.88%, per the current contract.

Councilmember Ray confirmed the City is held to the CPI increase in April, but

**AGENDA ITEM 3.**

questioned the timeline for the other adjustments. Ms. Guildner answered if the surcharge is not decided by the Council tonight, the City is permitted a reasonable amount of time to continue to explore options in negotiations with Republic.

Councilmember Redmon referenced Section 3.3.3 of the contract, regarding rate modification related to the "value of recyclables," and requested a legal interpretation of the language. Ms. Guildner verified the contractor cannot adjust the rates, but can ask for rate modifications for which the City could negotiate. Councilmember Redmon then questioned if circumstances were to change, could contract rates be amended. Ms. Burton advised she will develop a Memorandum of Understanding (MOU) with Republic to include an annual review of the rates, with ongoing monitoring of fees.

Councilmember Dana inquired what percentage of the total waste stream was recyclables, and how it equated to processing costs. Ms. Burton answered recyclables are a small percentage, and the cost to process garbage was actually much more than recyclables.

Councilmember Merrill requested clarification that the proposed rate equates to a 19.25% increase in recycling and yard waste rates, and speculated whether Republic would request further increases. Ms. Burton commented the rate is all-inclusive for garbage, recycling and yard waste, which makes it difficult to determine percentages for the individual services.

Council President Sanders questioned other cities' actions in this regard. Ms. Burton replied some have incorporated the surcharges and others are still negotiating.

Councilmember Ray wondered if the increase is related to mixing materials, and asked if citizens were able to opt-out of recycling would that affect rates. Ms. Burton replied the current contract is all-inclusive, so that type of change would have to be re-negotiated.

Councilmember Redmon asked about ratepayer notification. Ms. Burton advised Republic bills quarterly, with the goal to provide notices 45 days in advance. Councilmember Redmon then inquired if the plastic bag bans have provided any improvements to the recycling process. Ms. Burton responded she has not been made aware of any.

Councilmember Merrill questioned Republic's handling of organics and how the 49 cent surcharge is allocated. Ms. Burton stated Republic presented Cedar Grove as their organics processor. She suggested a workshop with Republic Services as the Council appears to have several questions Republic would be better equipped to answer.

Citizen Comments: None

Citizen Comments: Closed

Ms. Guildner commented there are two separate actions being proposed tonight. While there were still uncertain conclusions pertaining to recyclables, she recommended the yard waste and organics recycling be addressed, to conform to contract language.

Mayor Kartak requested the topics be split and acted upon separately.

Council President Sanders concurred with Councilmember Merrill's question regarding

**AGENDA ITEM 3.**

the organics recycling, and was hesitant to act at this time.

Councilmember Countryman commented on the need to make a timely decision on the organics portion, which Ms. Guildner endorsed, as per contract specifications.

Councilmember Ray declared she is struggling with the definition of “reasonable” in regards to time, and felt the Council’s questions and inquiries themselves are reasonable.

**MOTION** by Merrill, second by Countryman to hold an **EXECUTIVE SESSION** for fifteen (15) minutes regarding potential litigation, pursuant to RCW 42.30.110 (1)(i)(iii), with action to follow. The motion passed unanimously (7-0).

The Mayor then called for a motion to table the discussion on recyclables (paper and plastic).

**MOTION** by Countryman, second by Dana to **TABLE** the paper and plastic recyclables portion of the discussion until a workshop with Republic Services can be arranged. Motion carried unanimously (7-0).

b. Midtown Planning District Task Force - **ADOPT** Ordinance 2403

Planning Director Glen Pickus reviewed the staff report and noted at the February 4, 2020 City Council meeting, the Council directed staff to create a Midtown Planning District Task Force by Resolution. The City Attorney recommended the Task Force be created by Ordinance for consistency with Snohomish Municipal Code 2.06.010(A). Task Force members will be confirmed by the City Council at its March 17, 2020 meeting, and the first Task Force meeting is scheduled for Tuesday, March 31, 2020, from 6 p.m. to 8 p.m., at a location to be determined.

Councilmember Ray asked about the process for appointing members to the Task Force. Mr. Pickus explained the selection process is up to the Mayor, with the Council receiving recommendations for appointment in their agenda packets. Mayor Kartak explained the process can vary for each appointment, but he typically consults the board or commissions’ staff liaisons. However, for this particular Task Force, he is open to working with the Council President.

Councilmember Ray questioned the legal definition and process for Councilmembers to confirm board and commission appointees. Mr. Pickus responded only the Mayor is mandated to fill the position, and there are no specifics about how to do so. Mayor Kartak advised the more people that apply, the harder it is to choose; therefore, until the number of applicants is known, the process he will follow is not yet clear.

Council President Sanders inquired if the Council can have an opportunity to review all applications prior to confirmation, not just for this Task Force. Mayor Kartak stated he would share the application information with Council President Sanders during their regular meetings. He reminded Council the final selection is up to the Mayor, as an elected Executive, and this process has been in place for many years, regardless of the form of government. He referenced RCW 35.63.020, 35A.12.090 and 35A.12.100, supported by various City Ordinances in Title 2 SMC, defining the role of the Mayor.

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They stipulate the Mayor appoints or removes, and the Council confirms various City positions.

Councilmember Merrill stated the Council is not disputing the Mayor's authority, but this particular Task Force is important to the future of the City, and indicated the Council has interviewing expertise and interest in something this significant. Councilmember Kuleta concurred, emphasizing the benefits Councilmembers could bring to the selection process. Mayor Kartak reiterated he would work with Council President Sanders.

Councilmember Ray asked if there were a legal reason why the Council could not see the applications prior to the appointment confirmations. Mayor Kartak replied there was not, and again reiterated his willingness to work with the Council for this particular Task Force, but cautioned against setting a precedent for other boards and commissions.

Councilmember Redmon commented Snohomish County Tomorrow shares all of their applications with their board when there are vacancies. Mayor Kartak remarked he had no concerns should the Council want to view all applications. Councilmember Ray declared she would like all applications for all boards and commissions be forwarded to the City Council.

Council President Sanders requested additional information on how other cities appoint board and commission members. Ms. Guildner commented on the variety of ways cities make appointments, while following state law as well as local ordinances.

Citizen Comments: *The following citizens spoke in support of City Council involvement in the Task Force appointment process:*

**Terry Lippincott, 605 Avenue A**  
**Melody Clemans, 313 Avenue D**

Citizen Comments: Closed

**MOTION** by Redmon, second by Countryman that the City Council **ADOPT** Ordinance 2403, creating the Midtown Planning District Task Force. The motion passed unanimously (7-0).

**6. CONSENT ITEMS:**

- a. **CONFIRM** Mayor's Appointment to the Public Safety Commission.
- b. **AUTHORIZE** payment of claim warrants #72403 through #72480 in the amount of \$685,347.68 issued since the last regular meeting.

**MOTION** by Countryman, second by Sanders to pass the Consent Items. The motion passed unanimously (7-0).

7. **OTHER BUSINESS/INFORMATION ITEMS:** Councilmember Merrill sent out information regarding setting Council goals. He suggested two, 2-hour workshops to discuss the Council goals on Wednesday evenings.

**AGENDA ITEM 3.**

**8. COUNCILMEMBER COMMENTS/LIAISON REPORTS:**

Councilmember Ray attended the Public Safety Commission meeting, where Town Hall topics were discussed.

Councilmember Kuleta attended the Planning Commission meeting, a women's networking session, and the Historic Downtown Snohomish meeting.

Councilmember Redmon attended a Snohomish Health District function in Olympia for public health funding.

**9. COUNCIL PRESIDENT'S ITEMS/REPORTS:** None

**10. CITY ADMINISTRATOR'S COMMENTS:** None

**11. MAYOR COMMENTS:** The Mayor discussed the Carnegie Annex removal. He attended/will attend the following meetings/events:

- |   |  |
|---|--|
| 2/6 Highway 2 rally, Olympia                              | 2/13 Historic Downtown Snohomish Board                         |
| 2/6 City Hall flood emergency meetings                    | 2/14 Coffee with the Mayor, Snohomish Station Starbucks        |
| 2/6 Historic Downtown Snohomish                           | 2/14 Economic Alliance Snohomish County, Olympia               |
| 2/11 Snohomish County Emergency Management Advisory Board | 2/17 Presentation to Boy Scouts Troop                          |
| 2/11 Child Strive ribbon-cutting                          | 2/17 Snohomish Sportsmen Association                           |
| 2/11 Spruce-up Snohomish                                  | 2/19 Engage Snohomish  |
| 2/12 Engage Everett                                       | 2/20 KlaHaYa Days Board  |
| 2/12 Snohomish County Farm Bureau                         | 2/22 Town Hall with Snohomish County Legislators, Lake Stevens |
| 2/13 AWC Mayor's Exchange                                 |  |

**12. RECESS to EXECUTIVE SESSION** at 7:22 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i)(iii), for fifteen (15) minutes, with action to follow.

**13. RECONVENE** at 7:38 p.m.

**MOTION** by Sanders, second by Countryman that the City Council **AUTHORIZE** the Mayor to implement a \$0.49/month per customer surcharge for yard waste and organics recycling. The motion passed unanimously (7-0).

**14. ADJOURNMENT:**

**MOTION** by Redmon, second by Sanders, to **ADJOURN** the regular City Council Meeting at 7:39 p.m. The motion passed unanimously (7-0).

APPROVED this 3<sup>rd</sup> day of March 2020.

CITY OF SNOHOMISH

ATTEST:

\_\_\_\_\_  
John T. Kartak, Mayor

\_\_\_\_\_  
Pat Adams, City Clerk

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**ACTION ITEM 5a. & 5b.**

**Date:** March 3, 2020

**To:** City Council

**From:** Glen Pickus, AICP, Planning Director

**Subject: Midtown Planning District Project Professional Services Agreements**

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**SUMMARY:** The purpose of this action item is to authorize the Mayor to execute two professional services agreements (PSA) for consultant services to assist staff with the Midtown Planning District project. One PSA is with Bill Trimm, FAICP, a sole proprietor who will be the Task Force facilitator. The other PSA is with MAKERS Architecture and Urban Design, LLP, who will assist with the development of design principles and standards.

**BACKGROUND:** With the adoption of Ordinance 2403 on February 18, 2020, the City Council established the parameters of the Midtown Planning District project and authorized the formation of a Task Force to guide the project. The Midtown Planning District project will examine the portion of the Commercial Land Use Designation Area on Avenue D from Sixth Street north to SR9, and review development regulations with proposed updates to facilitate redevelopment that will be beneficial to the community.

**ANALYSIS:** The Midtown Planning District Task Force is scheduled to meet four times, as well as attend a public open house. They will go through a visioning exercise, participate in a visual preference survey, and consider new Comprehensive Plan policies, regulations, and development standards. Staff believes consultants possessing specialized skills and resources can best guide the Task Force through these processes.

Staff reviewed the Statements of Qualifications for several planning consultants listed on the Municipal Research and Services Center (MRSC) roster of architecture, engineering, surveying, financial, legal, communications, and environmental consultants, and ultimately selected Bill Trimm to help facilitate the Task Force meetings. Mr. Trimm is a sole proprietor and Fellow of the American Institute of Certified Planners (FAICP), and his selection was based, in part, on his familiarity with Snohomish (he lives in the area), the work he did on the Mill Creek Town Center (when he was Mill Creek's Planning Director), and his recent facilitation of the City of Mountlake Terrace's Town Center Plan update, which is similar to the Midtown project.

Mr. Trimm specializes in town planning and economic development. He established his firm in 2010 following a 40-year career in the public sector, which included 23 years as the City of Mill Creek's Director of Community Development. Mr. Trimm's business is focused exclusively on providing comprehensive planning and development services to local governments. Clients include the Town of Woodway, and the Cities of Mountlake Terrace, Lake Stevens, Mill Creek, and Woodinville. He has worked on subarea land use plans and development regulations, urban center design and development plans, and development agreements for mixed-used land use projects.

To assist with the development of design principles and standards for Midtown Snohomish, staff selected MAKERS Architecture and Urban Design from the MRSC roster. In addition to their reputation for overall excellence of work, MAKERS was selected because of their previous working relationship with Mr. Trimm on the Mountlake Terrace Town Center Plan update and

**ACTION ITEM 5a. & 5b.**

the Mill Creek Town Center. MAKERS has also undertaken multiple projects for the City of Everett, including their recent Downtown Plan and Code Update.

MAKERS was founded in 1974 with the goal of helping cities implement their visions. Their services include community planning, design guidelines and development regulations, and park and recreational planning; as well as urban design, architectural, and waterfront planning. Partner Bob Bengford, a certified planner with over 22 years' experience in planning and urban design, will manage the Midtown project.

**BUDGETARY IMPACTS:** Both contracts will be paid from the Plan/Permit budget "Professional Services" line item. In the 2019-2020 budget, the City Council allocated \$120,000 for this purpose. To date, only \$5,809.30 has been used, leaving a balance of \$114,190.70 available for this and other projects.

The two agreements total \$70,550, with both agreements including a generic Task 13, which acts as a 15% contingency to cover any unanticipated time overruns.

- The agreement with Mr. Trimm is not to exceed \$23,000.00.
- The agreement with MAKERS is not to exceed \$47,550.00.

**RELEVANT CITY COUNCIL GOALS:**

- Partner with public agencies and non-profit organizations and explore incentives and regulatory tools the City can use to facilitate the development of additional affordable housing units.
- Complete a land use feasibility study of the areas around SR9, Bickford Avenue, and Avenue D that are north of Sixth Street, both within the City and in the urban growth area, which includes the County-owned vacant 9.5-acre property by Avenue D and 13th Street, to understand which land use designations would best spur economic development.
- Explore opportunities to diversify the City's economy and revenues that provide basic services like law enforcement and transportation.

**RELEVANT COMPREHENSIVE PLAN REFERENCES:**

**LU 1.1: Capacity.** Maintain capacity to accommodate the City's residential and employment growth targets as adopted in the Countywide Planning Policies.

**GOAL LU 2: Manage growth and community change in accordance with the values and vision of the Snohomish community of residents, landowners, and business people, and consistent with the Growth Management Act.**

**LU 2.1: Innovative zoning.** Utilize innovative zoning models to increase density and achieve other policy goals where it will not adversely affect the character of existing neighborhoods.

**LU 2.3: Residential densities.** Evaluate options for increasing district-wide residential densities where it will not have a detrimental effect on infrastructure and existing neighborhoods and where adequate accommodations are made for public spaces and pedestrian facilities.

**LU 2.4: Innovative design.** Consider innovative design concepts for public and private sites, buildings, and infrastructure to distinguish districts and to continue, improve, and promote the livability of the City and its districts.

**LU 2.5: Design standards.** Continue to improve and apply the adopted design standards to preserve the character of the City and its districts.

**ACTION ITEM 5a. & 5b.**

**GOAL LU 5: Accommodate a range of housing types and residential densities to provide living options for the spectrum of ages, lifestyles, and economic segments of the City's population.**

**MF 5.1: Density range.** Provide a range of density options for multi-family development types.

**MF 5.2: Multi-family location.** Medium and high density development should be located near public amenities in order to provide easy access.

**GOAL LU 6: Develop thriving commercial areas that are safe, attractive, and convenient.**

**CO 6.1: Commercial capacity.** Designate adequate mixed-use areas to provide for a variety of commercial activities with differing characteristics and emphases as described below:

a. **Commercial.** Concentrations of retail and service uses in neighborhood and community shopping centers or commercial corridors along arterials. Such commercial areas should provide a wide range of convenience, general merchandise, and specialty goods and services and may incorporate multi-family development to create vibrant centers.

**CO 6.2: Traffic.** All commercial development should be carefully located and designed to eliminate or minimize adverse impact of heavy traffic volumes, and to separate automobiles from pedestrian traffic.

**CO 6.3: Commercial centers.** Commercial centers should be developed so as to encourage aesthetic site arrangements of buildings with landscaping and adequate off-street parking areas and contain pedestrian friendly orientation.

**CO 6.7: Commercial design.** All new commercial development should be designed to be compatible with the character of the neighborhood and immediate context of the site and consistent with applicable design standards.

**RECOMMENDATIONS:**

**Action Item 5a.: That the City Council AUTHORIZE the Mayor to execute the Professional Services Agreement between the City of Snohomish and Bill Trimm, FAICP, sole proprietor, for consulting services related to the Midtown Planning District Project.**

**Action Item 5b.: That the City Council AUTHORIZE the Mayor to execute the Professional Services Agreement between the City of Snohomish and MAKERS Architecture and Urban Design, LLP, for consulting services related to the Midtown Planning District Project.**

**ATTACHMENTS:**

- A. Professional Services Agreement with Bill Trimm, FAICP, sole proprietor (Action Item 5a.)
- B. Professional Services Agreement with MAKERS Architecture and Urban Design, LLP (Action Item 5b.)

**ATTACHMENT**



# CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · [WWW.SNOHOMISHWA.GOV](http://WWW.SNOHOMISHWA.GOV)

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND BILL TRIMM, FAICP FOR THE MIDTOWN PLANNING DISTRICT**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Snohomish, a Washington State municipal corporation (“City”), and Bill Trimm, FAICP, Sole Proprietor, (“Consultant”) licensed to do business in Washington State.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

### **ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with planning services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

### **ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**ACTION ITEM 5a.**

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than June 30, 2021, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

**ACTION ITEM 5a.**

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**III.6 INDEMNITY.**

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**  
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants

**ACTION ITEM 5a.**

violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

**III.7 INSURANCE.**

**a. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**b. No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**c. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

**d. The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

**ACTION ITEM 5a.**

(1) **Commercial General Liability.** Insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(2) **Automobile Liability.** Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) **Workers' Compensation.** Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) **Professional Liability/Consultant's Errors and Omissions Liability.** Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

**ACTION ITEM 5a.**

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**k. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this

**ACTION ITEM 5a.**

Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

**NONE FOR THIS CONTRACT**

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

**ACTION ITEM 5a.**

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$23,000.00 (twenty three thousand dollars and zero cents) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.**

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

**ACTION ITEM 5a.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

**ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City Of Snohomish  
Attn: Glen Pickus, Director of Planning & Development Services  
(Physical Address - 116 Union Avenue)  
P.O. Box 1589  
Snohomish, WA 98291-1589**

Notices to the Consultant shall be sent to the following address:

**Bill Trimm, FAICP  
Attn: Bill Trimm  
16811 Snohomish Ave.  
Snohomish, WA 98296**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

**ACTION ITEM 5a.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SNOHOMISH

BILL TRIMM, FAICP

By: \_\_\_\_\_  
John T. Kartak, Mayor

By: \_\_\_\_\_  
Bill Trimm, Sole Proprietor

ATTEST

APPROVED AS TO FORM

By: \_\_\_\_\_  
Pat Adams, City Clerk

By: \_\_\_\_\_  
Grant K. Weed, City Attorney

**ATTACHMENT:** Exhibit A - Scope of Services

# Exhibit A

City of Snohomish  
Midtown Planning District  
Draft Scope of Work  
January 21, 2020

The City of Snohomish seeks to develop new development regulations and standards for its Midtown Planning District to guide future development and redevelopment of the Avenue D commercial corridor and surrounding area. The following Scope of Work identifies specific tasks/hours to be undertaken by the Consultant. An estimated timeline will be prepared following internal discussion with City staff.

- Task 1. Prepare Request for Qualifications for Urban Design consultant to prepare and present a visual preference survey to the Midtown Task Force, design principles and design standards for the Midtown Planning District and specifically for the County property.
- Task 2. Prepare draft City Council resolution to create a Midtown Planning Task Force together with Task Force objectives, roles, responsibilities and member composition.
- Task 3. Prepare operating guidelines for Task Force, suggest meeting schedule, roles and responsibilities.  
City Staff Meeting: 1  
Tasks 1-3..... 8 hours
- Task 4. Guide Existing Condition Inventory and capacity analysis by City Staff.  
Prepare general analysis of development regulations related to commercial zone district  
City Staff Meetings: 2  
Task 4.....12 hours
- Task 5. Task Force Meeting #1: Prepare and facilitate orientation of Task Force roles and responsibilities, guidelines and assist City Staff with summary of Existing Condition Inventory. Facilitate Visioning Exercise and record outcomes.  
City Staff meeting: 1  
Task 5.....15 hours
- Task 6. Task Force Meeting #2. Participate with Urban Design Consultant to administer visual preference survey. Tabulate preferences and outcomes.  
City Staff Meeting: 1  
Task 6.....9 hours
- Task 7. Prepare Draft Comprehensive Plan policies. Assist Urban Design Consultant with preparation of Design Principles/Standards.  
City Staff Meeting: 1  
Task 7.....14 hours
- Task 8. Task Force Meeting #3. Present draft policies and design principles/standards. Record comments and modifications.  
City Staff Meeting: 1  
Task 8.....10 hours

**ACTION ITEM 5a.**

Task 9.	Coordination with Snohomish County to present draft policies and design standards. Suggest a maximum of three meetings to discussion issues and design concepts.	Task 9.....8 hours
Task 10.	Assist City Staff and design consultant in organization of open house to present plan and zoning revisions and Snohomish County design alternatives for County site.	Task 10.....12 hours
Task 11.	Task Force Meeting #4. Facilitate discussion of County’s design alternatives and selection of preferred alternative to be forwarded to the Planning Commission.	Task 11. ....8 hours
Task 12.	Prepare draft comp. plan policies, zone district amendments and design standards and preferred alternative of County site for distribution to the Planning Commission	Task 12.....8 hours
Task 13.	<p>A 15% allowance has been provided under this task to perform additional tasks as authorized by the City. Allowance budget will be moved to new tasks requested by the City. Prior to a budget reallocation and starting work on a new task, a scope and budget will be prepared for each new task to be reviewed and approved by the City. This allowance may also be used as a management reserve to supplement other tasks that may require additional work beyond the scope discussed herein. Additional tasks might include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Assisting City Staff with updating the Planning Commission at scheduled Study Sessions.</li><li>• Preparing and presenting the staff report for the Planning Commission public hearing.</li><li>• Reviewing a future development site plan for the County property consistent with the adopted Design Standards.</li></ul>	Task 13.....15 hours
		<b>Total Hours .....119 hours</b>
		<b>Total Cost .....\$23,000</b>

**ATTACHMENT**



# CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · [WWW.SNOHOMISHWA.GOV](http://WWW.SNOHOMISHWA.GOV)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF SNOHOMISH AND MAKERS ARCHITECTURE AND URBAN DESIGN, LLP  
FOR  
THE MIDTOWN PLANNING DISTRICT**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Snohomish, a Washington State municipal corporation (“City”), and MAKERS Architecture and Urban Design, LLP (“Consultant”) licensed to do business in Washington State.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

## **ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with design and planning services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

## **ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

## **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof.

**ACTION ITEM 5b.**

All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than June 30, 2021, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher

**ACTION ITEM 5b.**

(TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**III.6 INDEMNITY.**

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**  
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from

**ACTION ITEM 5b.**

and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

**III.7 INSURANCE.**

**a. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**b. No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**c. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

**d. The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

**ACTION ITEM 5b.**

(1) **Commercial General Liability.** Insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(2) **Automobile Liability.** Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) **Workers' Compensation.** Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) **Professional Liability/Consultant's Errors and Omissions Liability.** Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

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expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**k. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor,

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assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

**NONE FOR THIS CONTRACT**

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$47,550.00 (forty seven thousand five hundred fifty dollars and zero cents) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

### IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the

**ACTION ITEM 5b.**

Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

**ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City Of Snohomish  
Attn: Glen Pickus, Director of Planning & Development Services  
(Physical Address - 116 Union Avenue)  
P.O. Box 1589  
Snohomish, WA 98291-1589**

Notices to the Consultant shall be sent to the following address:

**MAKERS Architecture and Urban Design, LLP  
Attn: Bob Bengford  
500 Union Street  
Suite 700  
Seattle, WA 98101**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining

**ACTION ITEM 5b.**

provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SNOHOMISH

MAKERS ARCHITECTURE AND  
URBAN DESIGN, LLP

By: \_\_\_\_\_  
John T. Kartak, Mayor

By:   
Bob Bengford, Partner

ATTEST

APPROVED AS TO FORM

**ACTION ITEM 5b.**

By: \_\_\_\_\_  
Pat Adams, City Clerk

By: \_\_\_\_\_  
Grant K. Weed, City Attorney

**ATTACHMENT:** Exhibit A - Scope of Services

**Exhibit A**

City of Snohomish  
Midtown Planning District

**Scope of Work for MAKERS**

February 14, 2020

The City of Snohomish seeks to develop new development regulations and standards for its Midtown Planning District to guide future development and redevelopment of the Avenue D commercial corridor and surrounding area. The following Scope of Work identifies specific tasks/hours to be undertaken by the Consultant. An estimated timeline to be prepared following internal discussion with City staff.

***MAKERS tasks are indicated in Bold Italic text. No work for MAKERS in Tasks 1 – 5 and 9.***

Key to hours abbreviations:

P = Partner @ \$215/hr,

A=Associate @ \$120/hr,

S= Planning Staff @ \$105/hr.

- Task 1. Prepare Request for Qualifications for Urban Design consultant to prepare and present of a visual preference survey to the Midtown Task Force, design principles and design standards for the Midtown Planning District and specifically for County property.
- Task 2. Prepare draft City Council resolution to create a Midtown Planning Task Force together with Task Force objectives, roles, responsibilities and member composition.
- Task 3. Prepare operating guidelines for Task Force, suggest meeting schedule, roles and responsibilities.  
City Staff Meeting: 1
- Task 4. Guide Existing Condition Inventory and capacity analysis by City Staff.  
Prepare general analysis of development regulations related to commercial zone district  
City Staff Meetings: 2
- Task 5. Task Force Meeting #1: Prepare and facilitate orientation of Task Force roles and responsibilities, guidelines and assist City Staff with summary of Existing Condition Inventory. Facilitate Visioning Exercise and record outcomes.  
City Staff meeting: 1
- Task 6. ***Task Force Meeting #2. Participate with Urban Design Consultant to administer visual preference survey. Tabulate preferences and***

**outcomes. MAKERS will prepare a visual preference survey and other materials for the meeting, conduct the exercises related to design and redevelopment options, and prepare a brief report summarizing the results of the session**

**City Staff Meeting: MAKERS will prepare for and attend a staff meeting to discuss the results of the Task Force Meeting 2, the content and format of the draft guidelines, and the means of coordinating the guidelines with the City's work on the base zoning regulations.** The City will provide information regarding the County's redevelopment plans and other pertinent information needed to prepare guidelines specific to the Midtown District.

**MAKERS' Task 6:**

P = 20 hr  
A = 20 hr  
S = 0 hr

- Task 7. Prepare (potential) Draft Comprehensive Plan policies. **The Urban Design Consultant (MAKERS) will prepare Design Principles/Standards in coordination with policy and zoning changes being proposed.**

**City Staff Meeting: MAKERS will prepare for and attend a staff meeting to discuss the draft guidelines and how they relate to the comprehensive plan policies, zoning regulations and potential County site redevelopment.**

**MAKERS' Task 7:**

P = 32 hr  
A = 32 hr  
S = 16 hr

- Task 8. Task Force Meeting #3. Present draft policies and design principles/standards. Record comments and modifications. **MAKERS will be responsible for presenting and leading the discussion of design principles/standards (guidelines).**

**City Staff Meeting: MAKERS will prepare for and attend a staff meeting to discuss the draft guidelines and how they relate to the comprehensive plan policies, zoning regulations and potential County site redevelopment.**

**MAKERS' Task 8:**

P = 16 hr  
A = 16 hr  
S = 0 hr

- Task 9. Coordination with Snohomish County to present draft policies and design standards. Suggest a maximum of three meetings to discussion issues and design concepts. **No work for MAKERS.**

Task 10. Assist City Staff and design consultant in organization of open house to present plan and zoning revisions and Snohomish County design alternatives for County site. **MAKERS will prepare materials and assist with an open house to present plan and zoning revisions and County alternatives. MAKERS will, as directed by the City, make changes or prepare other analyses to achieve City objectives while addressing County concerns.**

**MAKERS' Task 10:**

P = 16 hr

A = 24 hr

S = 8 hr

Task 11. Task Force Meeting #4. Facilitate discussion of County's design alternatives and selection of preferred alternative to be forwarded to the Planning Commission. **MAKERS will prepare for and contribute technical work (E.g.: revisions to site plans, possible guideline modifications, etc.) to resolve city and County objectives. MAKERS will attend the meeting and participate as directed by the City.**

**MAKERS' Task 11:**

P = 8 hr

A = 14 hr

S = 12 hr

Task 12. Prepare draft comp. plan policies, zone district amendments and design standards and preferred alternative of County site for distribution to the Planning Commission. **MAKERS will prepare the final commission/council review draft of the guidelines and review proposed zoning code amendments for consistency.**

**MAKERS' Task 12:**

P = 14 hr

A = 12 hr

S = 8 hr

Task 13. A 15% allowance has been provided under this task to perform additional tasks as authorized by the City. Allowance budget will be moved to new tasks requested by the City. Prior to a budget reallocation and starting work on a new task, a scope and budget will be prepared for each new task to be reviewed and approved by the City. This allowance may also be used as a management reserve to supplement other tasks that may require additional work beyond the scope discussed herein. Additional tasks might include, but are not limited to, the following:

**MAKERS could assist City Staff with:**

- **Updating the Planning Commission at scheduled Study Sessions.**
- **Preparing and presenting the staff report for the Planning Commission public hearing.**

**ACTION ITEM 5b.**

**MAKERS' Task 13:**

P = 20 hr

A = 14 hr

S = 0 hr

**MAKERS' Total Hours:**

P = 126

A = 132

S = 44

**Total Cost .....\$47,550**

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**CONSENT ITEM 6a.**

**Date:** March 3, 2020

**To:** City Council

**From:** Glen Pickus, AICP, Planning Director

**Subject: Multi-family Property Tax Deferral Contract with Bear Summit, LLC**

---

**SUMMARY:** This agenda item is to authorize the Mayor to execute a Multi-family Housing Limited Property Tax Deferral contract with Bear Summit, LLC, pursuant to Snohomish Municipal Code 3.50.090(D). Bear Summit has applied for, and received, conditional approval for the multi-family property tax deferral for its seven-unit mixed-use project to be built at 161 Lincoln Avenue, and execution of the contract is the next step in the process.

**BACKGROUND:** In January 2019, the City Council adopted Ordinance 2366 creating a multi-family property tax deferral (MFPTD) program pursuant to RCW 84.14. The Pilchuck District was designated as the residential target area for the program.

The MFPTD program provides an 8-year deferral from paying property tax on new multi-family improvements built in the Pilchuck District, and a 12-year deferral if at least 20% of the units are affordable to low- and moderate-income households.

The process to obtain the property tax deferral is described in SMC 3.50.080 - 090. The process is summarized as follows, with this application currently at Step 3:

1. Application submitted.
2. Planning Director issues a decision approving or denying the application within 90 days. With approval, the applicant is eligible to obtain a conditional certificate.
3. Owner/applicant enters into a contract with the City in order to establish their right to the deferral.
4. When the contract is executed, the Planning Director issues a conditional certificate of acceptance of property tax deferral.
5. Construction of new multi-family units must be completed within three (3) years of issuance of conditional certificate.

On April 12, 2019, Bear Summit applied for a conditional certificate for property tax deferral for the multi-family units being built as part of its mixed-use project at 161 Lincoln Avenue. The application was approved on May 21, 2019 (see Attachment B).

When the decision was issued, the project was designed for six (6) multi-family units. Since then, the project has been revised and now provides for seven (7) dwelling units. The revision induced a nine-month delay between issuance of the decision and bringing this contract forward.

**ANALYSIS:** Approval of the contract is merely a procedural step required by SMC 3.50 toward the granting of the tax deferral, which is intended to facilitate the development of new multi-family dwelling units. This project meets all of the requirements of SMC 3.50, and has received conditional approval from the Planning Director. The contract is merely a legal tool, required by

**CONSENT ITEM 6a.**

SMC, obligating the developer to meet those requirements in order to receive final approval of the tax deferral.

**BUDGETARY IMPACTS:** Approving the contract is a step toward the developer receiving an 8-year deferral from paying property taxes for the value of the new improvements related to the multi-family dwelling units. Because the deferral is based on the unknown value of construction, budgetary impacts cannot be specifically calculated. In general, it can be stated, the deferral would only affect the General Fund. However, since property taxes comprise only 14% of the General Fund, the impact on the fund will be minimal, and the permit fees and construction-related sales tax generated by this project, will partially offset any negative impact on the General Fund.

**CITY COUNCIL GOAL:**

- Market the Pilchuck District, a sub-area of the City that went through an extensive public outreach process, and identify barriers to development.

**STRATEGIC PLAN REFERENCE:** Not applicable

**COMPREHENSIVE PLAN REFERENCE: GOAL LU 5:** Accommodate a range of housing types and residential densities to provide living options for the spectrum of ages, lifestyles, and economic segments of the City's population.

**RECOMMENDATION:** That the City Council **AUTHORIZE** the Mayor to execute the **Multi-family Housing Limited Property Tax Deferral Contract with Bear Summit, LLC** for the mixed use project to be built at 161 Lincoln Avenue.

**ATTACHMENTS:**

- A. Multi-family Housing Limited Property Tax Deferral Contract with Bear Summit, LLC
- B. Multi-family Property Tax Deferral Conditional Certificate Decision for 161 Lincoln Avenue

**REFERENCE:** [Chapter 3.50 Snohomish Municipal Code, Multi-family Housing Property Tax Deferral](#)

## ATTACHMENT A

### MULTI-FAMILY HOUSING LIMITED PROPERTY TAX DEFERRAL CONTRACT

#### PROJECT NAME

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Snohomish, a State of Washington municipal corporation ("City") and Matt Bolin on behalf of Bear Summit, LLC ("Applicant"), and incorporated attachments and exhibits, contains all terms and conditions agreed to by the City and the Applicant to undertake the activities described herein.

#### RECITALS

1. Applicant has applied for a limited property tax exemption as provided for in Chapter 84.14 of the Revised Code of Washington (RCW) and Chapter 3.50 of the Snohomish Municipal Code (SMC) for seven (7) units multi-family residential rental housing ("Multi-family Housing") in the Pilchuck District Residential Target Area, and the City's Director of Planning ("Director") has approved the application; and
2. Applicant has submitted to the City site plans and floor plans for seven (7) units of new Multi-family Housing to be constructed as part of a mixed use project ("Project") on property situated at 161 Lincoln Ave. in Snohomish, Washington ("Property"), and as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein; and
3. Applicant is an authorized agent of the owner of the Property; and
4. No existing rental housing building that contained four (4) or more occupied dwelling units was demolished on the Property within eighteen (18) months prior to Applicant's submission of its application for limited property tax deferral; and
5. The City has determined that the Multi-family Housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Deferral ("Final Certificate").
6. This Contract is entered into pursuant to City Council action taken on March 3, 2020.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

**CONSENT ITEM 6a.**

1. Definitions.

Words and terms capitalized in this Contract, unless explicitly defined in this Contract, shall have the meanings ascribed them by Chapter 3.50 SMC as of the date this Contract was executed or as they are hereafter amended.

2. Conditional Certificate of Acceptance of Tax Deferral.

City agrees, upon execution of this Contract following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Deferral ("Conditional Certificate") for seven (7) units of Multi-family housing, which Conditional Certificate shall expire three (3) years from the date of approval of this Contract by the Council, unless extended by the Director as provided in Chapter 3.50 SMC.

3. Agreement to construct Multi-family Housing.

a. Applicant agrees to construct the Project on the Property, including the seven (7) units of Multi-family Housing, substantially as described in the site and floor plans attached hereto in **Exhibit B**, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process. In no event shall Applicant provide fewer than four new dwelling units designed for permanent residential rental or ownership occupancy, nor shall permanent residential housing comprise less than fifty percent (50%) of the gross floor area of the Project constructed pursuant to this Contract.

b. Applicant agrees to construct the Project on the Property, including the Multi-family Housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in the Snohomish Municipal Code or other applicable law. Applicant further agrees that approval of this Contract by the City Council, its execution by the Director, or issuance of a Conditional Certificate by the City pursuant to Chapter 3.50 SMC in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of the Snohomish Municipal Code or other applicable law or obligates the City to approve proposed improvements.

c. Applicant agrees that the Multi-family Housing will be completed within three years from the date of approval of this Contract by the Council, unless extended by the Director for cause as provided in Chapter 3.50 SMC.

4. Requirements for Final Certificate of Tax Deferral.

Applicant may, upon completion of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Deferral. The

**CONSENT ITEM 6a.**

request shall be in a form approved by the City and directed to the City's Planning Department and at a minimum include the following:

- a. A statement of expenditures made with respect to the overall Project and the residential and non-residential portions of the Project.
- b. A description of the completed work, including floor area of residential and non-residential area, and a statement of qualification for the deferral.
- c. Documentation that the Multi-family Housing was completed within the required three-year period or any authorized extension and in compliance with the terms of this Contract.
- d. Any such further information that the Director deems necessary or useful to evaluate eligibility for the Final Certificate.

5. Agreement to Issue Final Certificate.

The City agrees to issue a Final Certificate granting a limited property tax deferral for a period of eight (8) years, and to file said Final Certificate with the Snohomish County Assessor within forty (40) days of submission of all materials required by Paragraph 4, if Applicant has:

- a. Successfully completed the Multi-family Housing in accordance with the terms of this Contract and Chapter 3.50 SMC;
- b. Filed a request for a Final Certificate with the Director and submitted the materials described in Paragraph 4 above;
- c. Paid to the City a fee in the amount necessary to cover the Assessor's administrative costs; and
- d. Met all other requirements provided in Chapter 3.50 SMC for issuance of the Final Certificate.

6. Annual certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Deferral and each year thereafter for the term of the Covenant, Applicant agrees to file a certification or declaration with the Director, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing at a minimum the following:

- a. A statement of the occupancy and vacancy of the Multi-family Housing units during the previous year; and
- b. A statement that the Multi-family Housing has not changed use since the date of filing of the Final Certificate; and

**CONSENT ITEM 6a.**

- c. A statement that the Multi-family Housing continues to be in compliance with this Contract and the requirements of Chapter 3.50 SMC; and
  - d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification; and
  - e. A statement of the change in ownership of all or any part of the property since the Final Certificate was filed; and
  - f. Information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the requirements of Chapter 3.50 SMC and this Contract.
7. No violations for duration of deferral.

For the duration of the deferral granted under Chapter 3.50 SMC, Applicant agrees that the Project and that portion of the Property on which the Project is constructed will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in the Snohomish Municipal Code or other applicable law for which the Planning Department or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director.

8. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or that portion of the Property on which the Project is constructed. Applicant further agrees to notify the Director and the Snohomish County Assessor within sixty (60) days of any change of use of any or all of the Multi-family Housing on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax deferral and imposition of additional taxes, interest and penalties pursuant to State law.

9. Cancellation of deferral - Appeal.

- a. The City reserves the right to cancel the Final Certificate if at any time the Multi-family Housing, the Project or that portion of the Property on which the Project is constructed no longer complies with the terms of this Contract or with the requirements of Chapter 3.50 SMC, or for any other reason no longer qualifies for a deferral.
- b. If the deferral is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became

**CONSENT ITEM 6a.**

non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and 3.50 SMC. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attach at the time the portion of the Property is removed from Multi-family use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with Chapter 3.50 SMC.

10. Amendments.

No modification of this Contract shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of Chapter 3.50 SMC.

11. Binding effect.

The provisions, covenants, and conditions contained in this Contract are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

12. Audits and inspection of records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Contract and Chapter 3.50 SMC and to perform evaluations of the effectiveness of the Multi-family Limited Property Tax Deferral program. Applicant agrees to make appropriate records available for review or audit upon seven days' written notice by the City.

13. Notices.

All notices to be given pursuant to this Contract shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties

**CONSENT ITEM 6a.**

hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Bear Summit, LLC  
P.O. Box 13377  
Everett, WA 98206  
Attn: Matt Bolin

CITY: City of Snohomish  
Planning & Development Services Department  
P.O. Box 1589  
Snohomish, WA, 98291  
Attn: Planning & Development Services Director

14. Severability.

In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract that can be given effect without the conflicting terms or clause, and to this end, the terms of the Contract are declared to be severable. However, if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and Chapter 3.50 SMC, then this Contract shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

15. Exhibits.

The following exhibits are attached to this Contract and incorporated herein by this reference:

<b>Exhibit A</b>	<b>Legal Description</b>
<b>Exhibit B</b>	<b>Project Site and Floor Plans</b>

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below.

THE CITY OF SNOHOMISH

APPLICANT

\_\_\_\_\_  
John T. Kartak

\_\_\_\_\_  
Matt Bolin

**CONSENT ITEM 6a.**

Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form

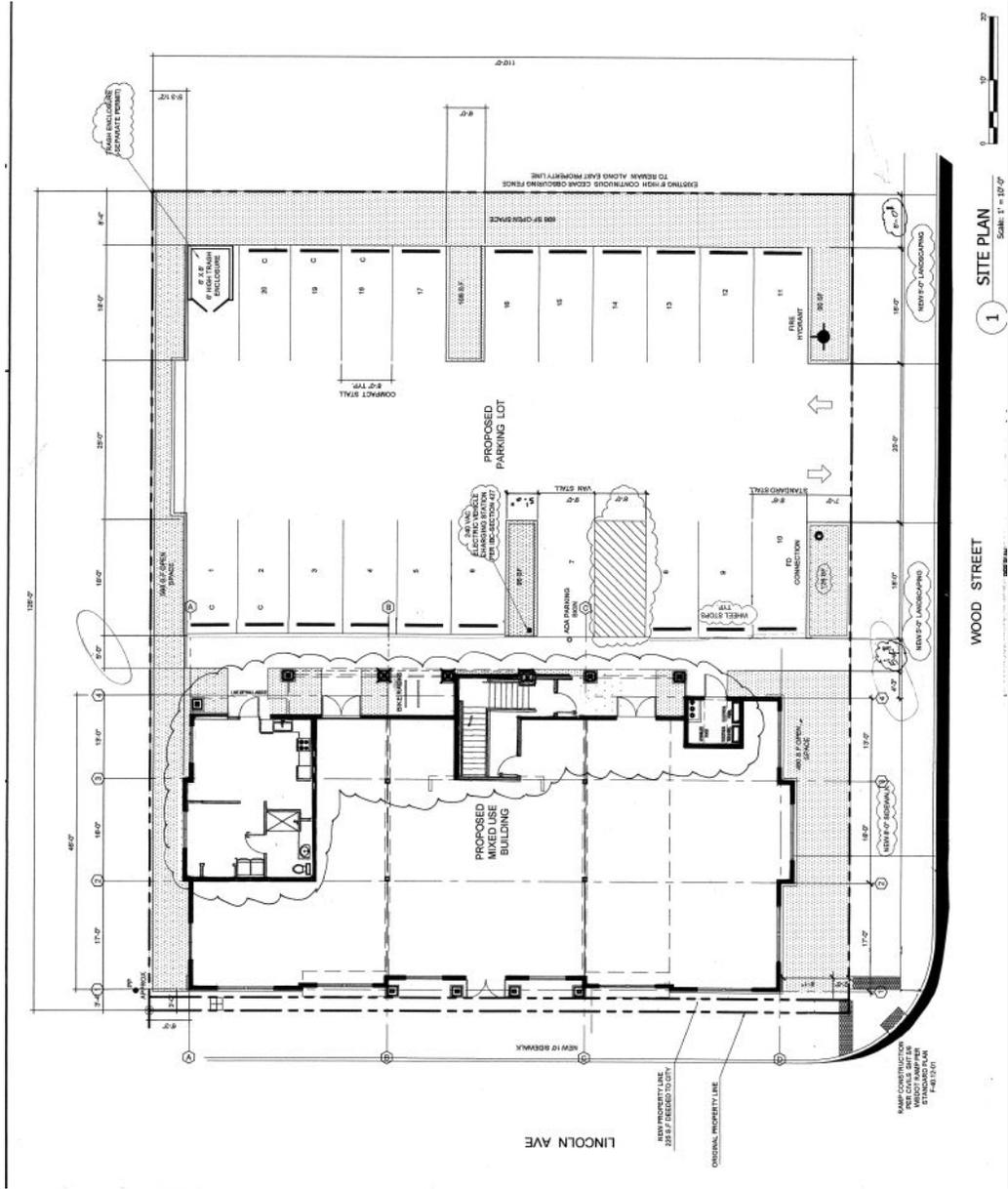
\_\_\_\_\_  
Grant K. Weed  
City Attorney

**EXHIBIT A**

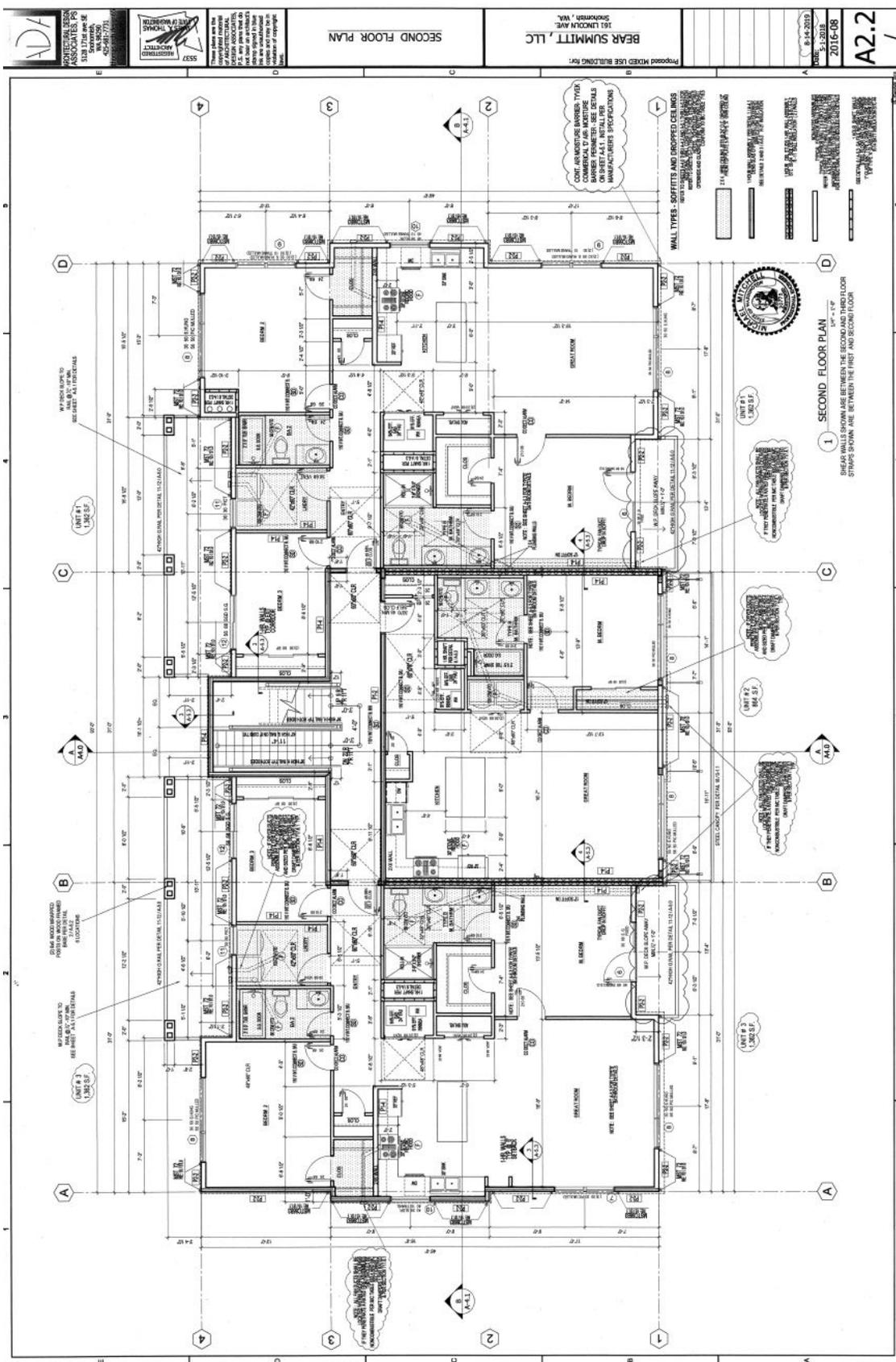
**LEGAL DESCRIPTION**

SINCLAIR ADD TO SNOHOMISH E P BLK 003 D-00 LOT 15 & 16 LESS N 10FT LOT 15 AKA  
LOT 1 CITY SNO LOT LN ADJ RECORDED AF 8612020151 V 2013 P 2909

**EXHIBIT B**  
**PROJECT SITE AND FLOOR PLANS**











# CITY OF SNOHOMISH

P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

## MULTI-FAMILY PROPERTY TAX DEFERRAL CONDITIONAL CERTIFICATE

### DECISION

From the Office of the Director of Planning & Development Services

In the Matter of the Application of	)	
<b>Bear Summit, LLC</b>	)	
<u>For Approval of a Multi-Family Property Tax</u>	)	FINDINGS, CONCLUSIONS AND DECISION
Deferral Conditional Certificate	)	

**Project File Number:** MFTD-19-1

**Project Name:** 161 Lincoln Mixed Use Building

**OWNER:**

Bear Summit, LLC  
P.O. Box 13377 | Everett, WA 98206  
(425) 791-3253  
[sshear@usacmtg.com](mailto:sshear@usacmtg.com)

**APPLICANT/CONTACT:**

Matt Bolin  
P.O. Box 13377 | Everett, WA 98206  
(425) 922-5998  
[mbolin@usacmtg.com](mailto:mbolin@usacmtg.com)

**Location:** 161 Lincoln Avenue (Parcel No. 00575700301500)

**Land Use Designation:** Pilchuck District

**Application Complete:** April 23, 2019

### A. SUMMARY OF DECISION

The application for a Multi-Family Property Tax Deferral Conditional Certificate, as provided for in Snohomish Municipal Code 3.50 for which the Planning Director is the decision-making authority, is **APPROVED**, subject to conditions.

### B. SUMMARY OF RECORD

**Request:**

Matt Bolin, on behalf of Bear Summit, LLC, requested approval of a Multi-Family Property Tax Deferral Conditional Certificate, for an 8-year deferral, for the 161 Lincoln Mixed Use Building project to be located at 161 Lincoln Avenue. The property is located in the Pilchuck District – Center land use designation area.

**CONSENT ITEM 6a.**

**Exhibits:**

This decision was based on review of the following records:

<b>Exhibit #</b>	<b>Record Name/Description</b>	<b>Date</b>
1	Application form	April 23, 2019
2	Multi-family Property Tax Deferral Project Information	April 23, 2019
3	Narrative Statement	April 23, 2019
4	Site Plan	March 14, 2018
5	Building Elevations	November 28, 2018
6	Floor Plans	November 28, 2018

**C. PROJECT INFORMATION**

<b>Request:</b>	8-year property tax deferral
<b>Number of Dwelling Units:</b>	Six (6)
<b>Type of Construction:</b>	New
<b>Application Complete:</b>	April 23, 2019
<b>Location:</b>	161 Lincoln Ave.
<b>Property Tax Parcel No(s):</b>	00575700301500
<b>Land Use Designation:</b>	Pilchuck District –Center

**D. CRITERIA FOR APPROVAL**

<b>SMC 3.50.090 – Application Review and Issuance of Conditional Certificate</b>
<p><b>B. <i>Approval of Application.</i> The Director may approve an application for a conditional certificate of acceptance of temporary property tax exemption if it is determined that:</b></p> <ol style="list-style-type: none"><li>1. A minimum of four (4) new multi-family residential units are being constructed, converted or rehabilitated.</li><li>2. The proposed project is or will be, at the time of completion, in conformance with all approved plans and all applicable requirements of the City’s municipal code and adopted standards.</li><li>3. The project site is planned and located to meet the project eligibility requirements contained in SMC 3.50.070.</li><li>4. If applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in RCW 84.14.020</li><li>5. The owner/applicant has complied with applicable requirements of this chapter, including but not limited to application requirements contained in SMC 3.50.080.</li></ol>
<b>SMC 3.50.070 – Project Eligibility</b>
<p>To qualify for temporary exemption from property taxation under this chapter, the property shall satisfy all of the following requirements:</p>

**CONSENT ITEM 6a.**

1. Location. The project shall be located within a residential targeted area as designated pursuant to Section 3.50.050.
2. Size. The project shall include a minimum of four units of multi-family housing within a residential structure or part of a mixed-use development. A minimum of four new units shall be constructed or at least four additional multi-family units shall be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for 12 months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.
3. Permanent Residential Housing. At least 50 percent of the space designated for multi-family housing shall be provided for permanent residential occupancy, as defined in this chapter.
4. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements shall be completed within three years from the date of approval of the application, plus any extension of time granted under Section 3.50.090(F).
5. Compliance with Guidelines and Standards. The project shall comply with:
  - a. All applicable requirements of the Snohomish Municipal Code, included but limited to Title 14 – Land Use Development Code; Title 15 – Sewer, Water, and Stormwater; and Title 19 – Buildings and Construction;
  - b. The City's Comprehensive Plan;
  - c. All relevant design standards adopted by City Council Ordinance or Resolution; and
  - d. Any other applicable regulations in effect at the time the owner/applicant submits a fully completed application to the Director.
6. The property shall be used or developed in a way that increases or preserves property valuation, and the use or development of the property shall represent an increased investment in the property and property maintenance that results in an increase in the overall property values in the target area.
7. For the duration of the exemption granted under this chapter, the property shall have no violations of applicable zoning requirements, land use regulations, or building and housing ordinance requirements for which a notice of violation has been issued and is not resolved by compliance, withdrawal or other final resolution. Failure to meet this requirement could result in cancellation of the tax exemption as provided for in Section 3.50.120.
8. Rehabilitation Requirements. Property proposed to be rehabilitated must fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995. If the property proposed to be rehabilitated is not vacant, the owner/ applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.
9. Tenant Displacement Prohibited. The project shall not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation shall have been unoccupied for a minimum of 12 months prior to submission of an application and must fail to comply with one or more requirements of the city's building code, as now in effect or as amended. Applications for new construction cannot be submitted for vacant property upon which an occupied

**CONSENT ITEM 6a.**

residential rental structure previously stood, unless a minimum of 12 months has elapsed from the time of most recent occupancy.

10. Contract with the City. The owner shall enter into a contract with the City, as approved by the Director, under which the owner agrees to the implementation of the development on terms and conditions satisfactory to the City.
11. Prior to issuing a certificate of occupancy, a Multi-family housing covenant in a form acceptable to the City Attorney that addresses price restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the affordable housing units shall be recorded with the Snohomish County Auditor . This Multi-Family housing covenant shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the owner. Affordable units that are provided under this section shall remain as affordable housing for the life of the project from the date of initial occupancy.

**SMC 3.50.080 – Application Procedures**

- A. Application. Prior to the application for any building permit therefor, a property owner who wishes to propose a project for a tax exemption shall submit an application to the Director, on a form established by the Director along with the required fees as established by City Council resolution.
- B. Complete Application. A complete application shall contain such information as the Director may deem necessary or useful, and shall include, at a minimum:
  1. A brief written narrative statement:
    - a. Describing the project;
    - b. Preliminary schematic site and floor plans of the multi-family units and the structure(s) in which they are proposed to be located; and
    - c. Argument setting forth the grounds for how the project qualifies for the exemption.
  2. A statement from the owner/applicant acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and
  3. For applications for the 12-year exemption, a proposed form of covenant for review and approval by the City Attorney limiting rental of the dwelling units to low- and/or moderate-income households.
  4. Verification of the correctness of the information submitted by the owner/applicant's signature and affirmation made under penalty of perjury under the laws of the state of Washington.
  5. For rehabilitation projects, the owner/applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application.

**E. FINDINGS OF FACT & ANALYSIS**

Pursuant to SMC 3.50.090B, the Planning Director may approve an application for a Conditional Certificate of Property Tax Deferral if the Director finds that the criteria in Chapter 3.50 SMC are met.

**CONSENT ITEM 6a.**

Based on the application and the adopted ordinances of the City of Snohomish the Director of Planning & Development Services makes the following Findings of Fact.

<b>1. Project description</b>
This proposal is for a new construction 3-story mixed use building that will be comprised of six (6) dwelling units on the second and third floors over commercial space on the first floor.
<b>2. Project location</b>
The project will be located on Assessor Tax Parcel No. 00575700301500, which is addressed as 161 Lincoln Ave., Snohomish, WA. The project site is in the Pilchuck District Land Use Designation Area in the Center Zone. The Pilchuck District is a designated residential target area eligible for the multi-family property tax deferral provided for by SMC 3.50.
<b>3. Type of deferral requested</b>
The application is for an 8-year deferral. The 8-year deferral does not require any of the dwelling units to be income-restricted.
<b>4. Application</b>
An application was submitted on April 23, 2019. The application included an: <ul style="list-style-type: none"><li>• Application form</li><li>• Project information form</li><li>• Narrative Statement</li><li>• Site Plan</li><li>• Elevations</li><li>• Floor Plans</li><li>• \$530.00 Fee</li></ul>
<b>5. Current site condition</b>
The site is currently undeveloped and has no residential tenants. Previously, the site had been developed with a car wash facility.
<b>6. Project Information</b>
The submitted Project Information sheet and Site and Floor Plans show the project will be a: <ul style="list-style-type: none"><li>• 12,807-square-foot building;</li><li>• With 6 dwelling units totaling 7,682 square feet; and</li><li>• Residential common areas totaling 1,200 square feet.</li></ul>
<b>7. Narrative Statement</b>
The Narrative Statement includes the following statements: <ol style="list-style-type: none"><li>a. All of the multi-family space within the development is intended for permanent residential occupancy</li><li>b. The project is anticipated to be completed by spring 2020, approximately.</li></ol>

## F. CONCLUSIONS

<b>Jurisdiction</b>		
Pursuant to SMC 3.50.040 and 3.50.090, the Planning Director is the decision-making authority for Multi-family Property Tax Deferral Conditional Certificates.		
<b>Conclusions Based on Findings or Conditions</b>		
#	Conclusion	Reference
1.	The minimum requirement of constructing, converting, or rehabilitating at least four (4) new multi-family residential units is surpassed.	Finding #1
2.	When the building permit application is submitted it will be reviewed for consistency with applicable International Codes (i.e. Building, Fire, etc.) as well as for conformance with the Pilchuck District Design Standards.	Condition #1
3.	The project is eligible for the Multi-family Property Tax Deferral because it is located in the Pilchuck District which is a designated residential target area for the Multi-family Property Tax Deferral program.	Finding #1
4.	The submitted application complies with the requirements of SMC 3.50.080, Application Procedures.	Finding #4
5.	Over 50% of the space multi-family space is designated for permanent residential housing.	Finding #7a
6.	The project will be completed within three years of the date of approval.	Finding #7b Condition #3
7.	Developing the site with a 3-story mixed use building represents a significant investment over the previous car wash use. Therefore, the project will increase the value of the property and its use will result in an increase in the overall property values in the target area.	Finding #1 Finding #5
8.	No residential tenants will be displaced by the project.	Finding #5
9.	The property owner will be required to enter into a contract with the City to maintain the multi-family use for the duration of the deferral.	Condition #2
10.	Prior to issuance of a Certificate of Occupancy, the property owner will be required to record a binding covenant to maintain the multi-family use for the duration of the deferral.	Condition #5
11.	Requirements related to affordability of dwelling units and rehabilitation of dwelling units are irrelevant as the applicant is seeking an 8-year deferral which has no affordability requirements and the project is all new construction.	Finding #1 Finding #3

## G. DECISION

Based on the preceding Findings and Conclusions, the application for a Multi-family Property Tax Deferral Conditional Certificate for the 161 Lincoln Mixed Use Building is **APPROVED**, subject to the following conditions:

1. The building plans shall comply with all relevant codes and standards, including but not limited to the Pilchuck District Design Standards.
2. The applicant shall enter into a contract with the City prior to receiving the conditional certificate.
3. A certificate of occupancy shall be obtained no more than three years from the date of approval unless an extension is granted.
4. The conditional certificate shall expire three years from the date of approval unless an extension is granted.
5. Prior to issuance of a certificate of occupancy a covenant that ensure the continued multi-family use of the property for the duration of the term of the property tax deferral and that runs with the land and is binding on the assigns, heirs, and successors of the owner, in a form acceptable to the City Attorney, shall be recorded with the Snohomish County Auditor.

DECIDED this 21<sup>st</sup> day of May, 2019



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Glen Pickus, AICP  
Director of Planning & Community Development

## H. APPEALS

This decision is made pursuant to the authority granted to the Planning Director in accordance with SMC 3.50.040 and SMC 3.50.090B. An owner/applicant may appeal this decision to the Snohomish City Council. If no timely appeal is filed, then the Planning Director's decision shall be final. Appeals shall be filed with the City Clerk within 30 days from the date of this decision. Appeals may be filed between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays, at City Hall, 116 Union Avenue. Appeals shall include a filing fee of \$500 (five hundred dollars).

Exhibit 1



# CITY OF SNOHOMISH

116 UNION AVENUE | P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

## MULTI-FAMILY PROPERTY TAX DEFERRAL CONDITIONAL CERTIFICATE APPLICATION

For more information, refer to Snohomish Municipal Code (SMC) 3.50

Date: <u>4-12-2019</u>	Project # <u>MFTD 19-1</u>
Project Address: <u>161 LINCOLN Avenue</u>	
Land Use Designation: <u>CTR NEIGHBORHOOD CENTER - Pilchuck District</u>	
Property Tax Parcel No(s): <u># 06575 700 301500</u>	
Area of Property (acres or square feet): <u>.32 Acres / 14,080 SF</u>	
Brief description of project: <u>NEW CONSTRUCTION MIXED USE Building CMP units</u>	
New Construction: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Rehabilitation: YES <input type="checkbox"/> NO <input type="checkbox"/>
Number of New Units <u>6</u> Existing Empty Units _____ Existing Occupied Units _____	Number of Units applying for this deferral <u>6</u>
If existing units are vacant, date last occupied: <u>N/A</u>	Affidavit of Vacancy Attached: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Describe building use and square feet intended for each use: <u>6 CMP UNITS TOTAL 8822 SF OVER 3125 SF OFFICE</u>	
Estimated Cost of New Construction/Rehabilitation for entire project: \$ _____	
Estimated Cost of New Construction/Rehabilitation for multi-family portion of project: \$ _____	
Source of Cost Estimate: <u>N/A until Final CERT</u>	
Expected Date to Start Project: <u>JUNE 10, 2019</u>	
Expected Date to Complete Project: <u>MARCH 30, 2020</u>	

**APPLICANT/CONTACT**

Name: <u>MATT Bolin</u>
Address: <u>PO Box 13377</u>
City/State/Zip: <u>EVERETT WA 98206</u>
Phone: <u>425-922-5998</u>
Cell Phone: _____
Alternate Phone: _____
E-mail: <u>MBOLIN@USACMTG.COM</u>

**OWNER (IF DIFFERENT FROM APPLICANT)**

Name: <u>BEAR SUMMIT, LLC</u>
Address: <u>PO Box 13377</u>
City/State/Zip: <u>EVERETT WA 98206</u>
Phone: <u>425-791-3253</u>
Cell Phone: _____
Alternate Phone: <u>425-922-5998</u>
E-mail: <u>SSHEAR@USACMTG.COM</u>

**FEES**

<input checked="" type="checkbox"/> Application fee	\$ <u>530.00</u>	Date of Receipt: <u>4-23-19</u>
		Receipt #: _____
<b>TOTAL</b>		\$ <u>530.00</u>

**CONSENT ITEM 6a.**

- Upon approval of the application, the applicant and the City shall enter into an agreement to be approved by City Council under which the applicant has agreed to the implementation of the development on terms and conditions satisfactory to the City Council.
- The City may issue a Conditional Certificate of Acceptance of Tax Exemption, based on the information provided by the Applicant. The Conditional Certificate will be effective for not more than three (3) years, but may be extended for an additional 24 months under certain circumstances. The city will issue a Final Certificate of Tax Exemption upon completion of the project, satisfactory fulfillment of all contract terms, a final inspection, and issuance of a Certificate of Occupancy.
- If the exemption is canceled for noncompliance or the project ceases to be eligible an additional tax shall be imposed as follows:
  - A. The difference between the tax actually paid and the tax which would have been due for the pro rata portion of the tax year following cancellation, and for each tax year thereafter, if the improvements had been valued without exemption, (not to exceed three years before the discovery of the noncompliance); plus
  - B. A penalty of 20 percent of the difference; plus
  - C. Interest at the statutory rate on (A) and (B) from the date tax could have been paid without penalty if the improvements had been assessed at a value without regard to the exemption.

**Note:** The additional tax, interest and penalty (A)/(B)(C) above are due within the times provided by RCW 84.40.350- 84.40.390, and the total bears interest thereafter at the rate provided for delinquent property taxes. The additional tax, penalty and interest constitute a lien by the City of Everett upon the land which attaches at the time the property is no longer eligible for exemption, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

**Affirmation:** As owner(s) of the land described in the application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption authorized by chapter 84.14 RCW, 1995 laws of Washington is canceled. I declare under penalty of perjury under the laws of the state of Washington that this application and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

Signed at Everett, Washington, this 11th day of April, 2019.

Signature(s) of all Owner(s) and Contract Purchaser(s)



Print Name: MATT Bolin



Print Name: MATT Bolin, MANAGER  
BEAR SUMMIT, LLC

## Exhibit 2



# CITY OF SNOHOMISH

116 UNION AVENUE | P.O. BOX 1589, SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

### Multi-Family Property Tax Deferral Project Information

1. Which length of property tax deferral is being applied for?

8-year       12-year

2. What type of construction will the project be?

New construction       Rehabilitated Units

3. Type, number and size of proposed new and/or rehabilitated residential units.

Type of Unit	Number	Average Size	Total Square Feet of Unit Type	Development Cost Per Unit*	Monthly Rent or Sales Price Per Unit*
Studio				\$	\$
1-bedroom				\$	\$
2-bedroom	2	1161	2322	\$	\$
3-bedroom	4	1340	5360	\$	\$
More than 3-bedrooms				\$	\$
Other:				\$	\$
<b>TOTALS</b>	<b>6</b>	<b>1280</b>	<b>7682</b>	<b>\$</b>	<b>\$</b>

## Exhibit 3

**4. Gross floor area for residential and commercial uses.**

Type of Use within the Building	Gross Square Feet of Use	Percent of Building Footprint	Development Cost of Use Type*	Percent of Total Building Cost*
Residential	7682	floor area		
Residential Common Areas	1200			
Under-structure Parking (residential use only)	N/A			
Outdoor Space (within building footprint)	N/A			
Other:	N/A			
<b>TOTAL RESIDENTIAL</b>	<b>8882</b>	<b>69%</b>		
Commercial - Office	3925			
Commercial - Retail				
Under-structure parking (commercial use only)	N/A			
Outdoor Space (within building footprint)				
Other:				
<b>TOTAL COMMERCIAL</b>	<b>3925</b>	<b>31%</b>		
<b>TOTALS (Entire Building)</b>	<b>12807</b>	<b>100%</b>		<b>100%</b>

**Notes:**

- Total square footage for residential includes residential common areas and parking associated with the residential use. The common areas include interior hallways and spaces that serve the residential units, not common areas outside the building or for users other than residential occupants of the building.
- Total square footage of building includes all common areas and parking.
- To be deemed eligible for property tax exemption under RCW 84.14.020 and Chapter 3.95 SMC, the ratio of residential value and the specific improvements to the total project value of the completed development must meet the requirements of Chapter 84.14 RCW.

**Cost Calculations\*:**

- Average development cost per residential unit = \_\_\_\_\_ / Unit
- Average cost per net residential square foot = \_\_\_\_\_ / Square Foot
- Average cost per net commercial square foot = \_\_\_\_\_ / Square Foot

**\* Cost and rent information only needs to be provided when applying for a final certificate.**

## Exhibit 4

# Narrative Statement

## 161 Lincoln Avenue

### Project Description:

Bear Summit, LLC is proposing to build a 3-story building comprised of 2 stories of multi-family residential apartment units totaling 6 units and approximately 8882sf over 1<sup>st</sup> floor office / retail of approximately 2925sf. The proposed building and associated on and off-site improvements are designed to the standards of the Pilchuck District. The proposed building will directly benefit the neighborhood and City of Snohomish. The development includes upgrades to water services including a newly installed fire hydrant. The building frontage improvements will include to sidewalks to the Pilchuck District including new ADA compliant crossing at Lincoln and Wood intersection. To meet the Pilchuck Design standard, the project will include moving overhead utility lines underground thus providing better neighbor aesthetics.

The current balance of cost versus rental income value would not balance to make the project as proposed economical feasible. The benefit of the tax deferral is a deciding factor in pushing project to economic viability. Without the tax deferral and the credit for existing water / sewer service offsetting new water / sewer meters, the project would not be economically viable.

### See Attached

Chapter 3.50.070 Project eligibililty reuquiremetns with Bear Summit LLC responses to each requirement in ***bold italic font***.

**3.50.070 Project Eligibility for 161 Lincoln Avenue / Snohomish, WA  
Bear Summit, LLC addressing project eligibility answers**

To qualify for temporary exemption from property taxation under this chapter, the property shall satisfy all of the following requirements: ***Bear Summit, LLC answers follow topics in Bold Italic.***

A. *Location.* The project shall be located within a residential targeted area as designated pursuant to SMC 3.50.050.

***The subject property is located within the Pilchuck District specifically targeted for redevelopment and utilization of tax deferral incentive.***

B. *Size.* The project shall include a minimum of four (4) units of multifamily housing within a residential structure or part of a mixed-use development. A minimum of four (4) new units shall be constructed or at least four (4) additional multifamily units shall be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve (12) months or more does not have to provide additional units so long as the project provides at least four (4) units of new, converted, or rehabilitated multifamily housing.

***The new development will include 6 new multi-family rental units comprised 4 3 bedroom units and 2 2 bedroom units.***

C. *Permanent Residential Housing.* At least fifty (50) percent of the space designated for multifamily housing shall be provided for permanent residential occupancy, as defined in this chapter.

***All of the multifamily space within in development is intended for permanent residential occupancy.***

D. *Proposed Completion Date.* New construction multifamily housing and rehabilitation improvements shall be completed within three (3) years from the date of approval of the application, plus any extension of time granted under SMC 3.50.090(F).

***Bear Summit, LLC has raised previous "car wash" improvements and intend to expedite construction with anticipated completion Spring of 2020***

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The Snohomish Municipal Code is current through Ordinance 2371, and legislation passed through Febr...

E. *Compliance with Guidelines and Standards.* The project shall comply with:

1. All applicable requirements of the Snohomish Municipal Code, including but not limited to SMC Titles 14, Land Use Development Code; 15, Sewer, Water, and Stormwater; and 19, Buildings and Construction;
2. The City's Comprehensive Plan;
3. All relevant design standards adopted by City Council ordinance or resolution; and
4. Any other applicable regulations in effect at the time the owner/applicant submits a fully completed application to the Director.

***Bear Summit, LLC is working with Snohomish County PUD for necessary overhead line relocation and has completed necessary utility extensions per separate site civil permit. Building and site design adheres to the Pilchuck District Design Standards.***

F. The property shall be used or developed in a way that increases or preserves property valuation, and the use or development of the property shall represent an increased investment in the property and property maintenance that results in an increase in the overall property values in the target area.

***Property is being developed to Pilchuck Design Standards and includes sidewalk frontage improvements, upgraded water service, a new fire hydrant. Development will include design and amenities of Pilchuck District design to encourage and promote a walkable neighborhood.***

G. For the duration of the exemption granted under this chapter, the property shall have no violations of applicable zoning requirements, land use regulations, or building and housing ordinance requirements for which a notice of violation has been issued and is not resolved by compliance, withdrawal or other final resolution. Failure to meet this requirement could result in cancellation of the tax exemption as provided for in SMC 3.50.120.

***Bear Summit, LLC understands and accepts these requirements and that non-compliance could result in loss or cancellation of the tax exemption.***

---

The Snohomish Municipal Code is current through Ordinance 2371, and legislation passed through Febr...

H. *Rehabilitation Requirements.* Property proposed to be rehabilitated must fail to comply with one (1) or more standards of the applicable state or local building or housing codes on or after July 23, 1995. If the property proposed to be rehabilitated is not vacant, the owner/applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate. **Property is currently vacant land and will be new construction and relocation of existing tenants is not applicable.**

I. *Tenant Displacement Prohibited.* The project shall not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation shall have been unoccupied for a minimum of twelve (12) months prior to submission of an application and must fail to comply with one (1) or more requirements of the City's building code, as now in effect or as amended. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve (12) months has elapsed from the time of most recent occupancy. **Property is currently vacant land and will be new construction and relocation of existing tenants is not applicable**

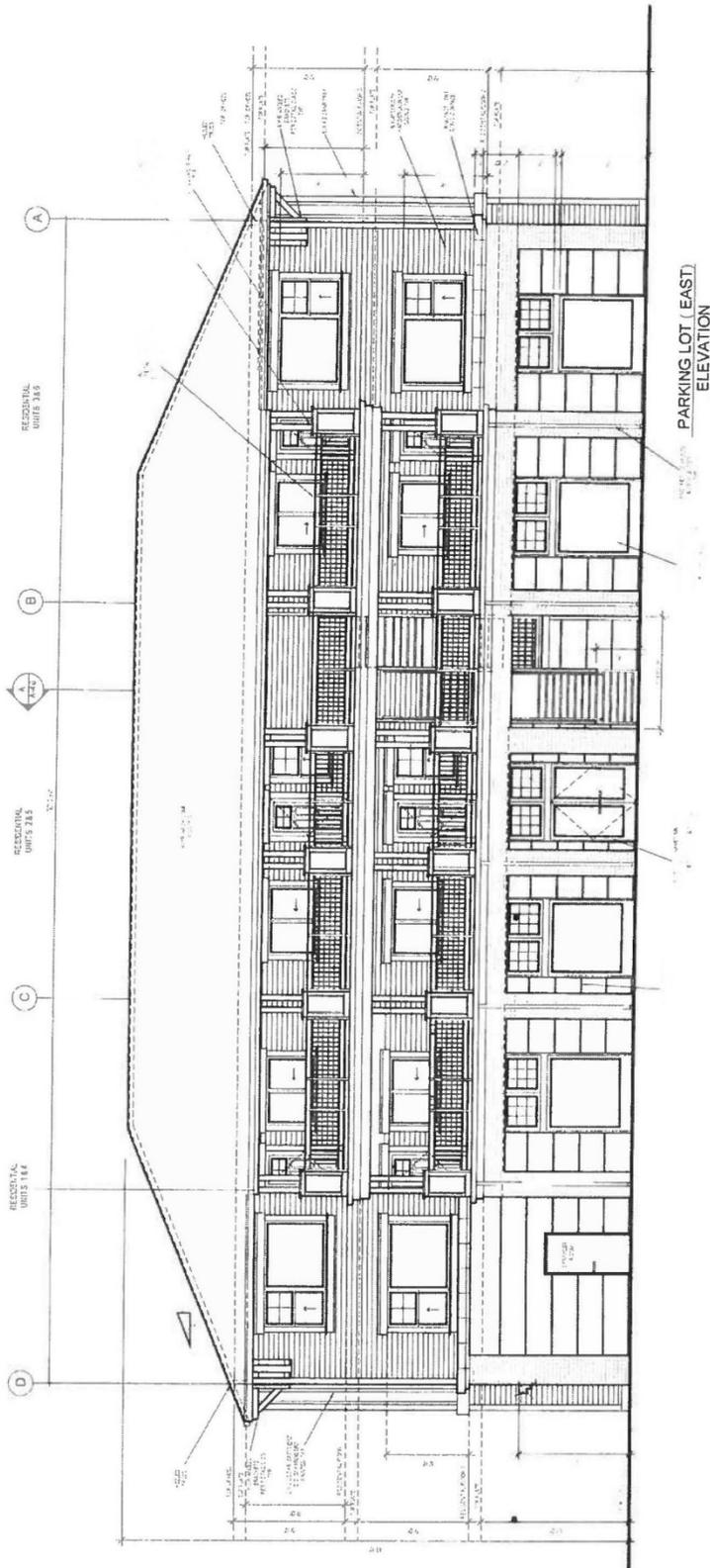
J. *Contract with the City.* The owner shall enter into a contract with the City, as approved by the Director, under which the owner agrees to the implementation of the development on terms and conditions satisfactory to the City. **Other than adhering to item's previously addressed in paragraph G, Bear Summit, LLC does not understand the purpose or content of a contract with the City as it would apply to the 8-year tax exemption. Is an additional contract applicable only to the 12-year tax exemption option?**

K. Prior to issuing a certificate of occupancy, a multifamily housing covenant in a form acceptable to the City Attorney that addresses price restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the affordable housing units shall be recorded with the Snohomish County Auditor. This multifamily housing covenant shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the owner. Affordable units that are provided under this section shall remain as affordable housing for the life of the project from the date of initial occupancy. (Ord. 2366, 2019) **These are not applicable as Bear Summit, LLC is applying for 8-year tax exemption.**

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The Snohomish Municipal Code is current through Ordinance 2371, and legislation passed through Febr...

Exhibit 5



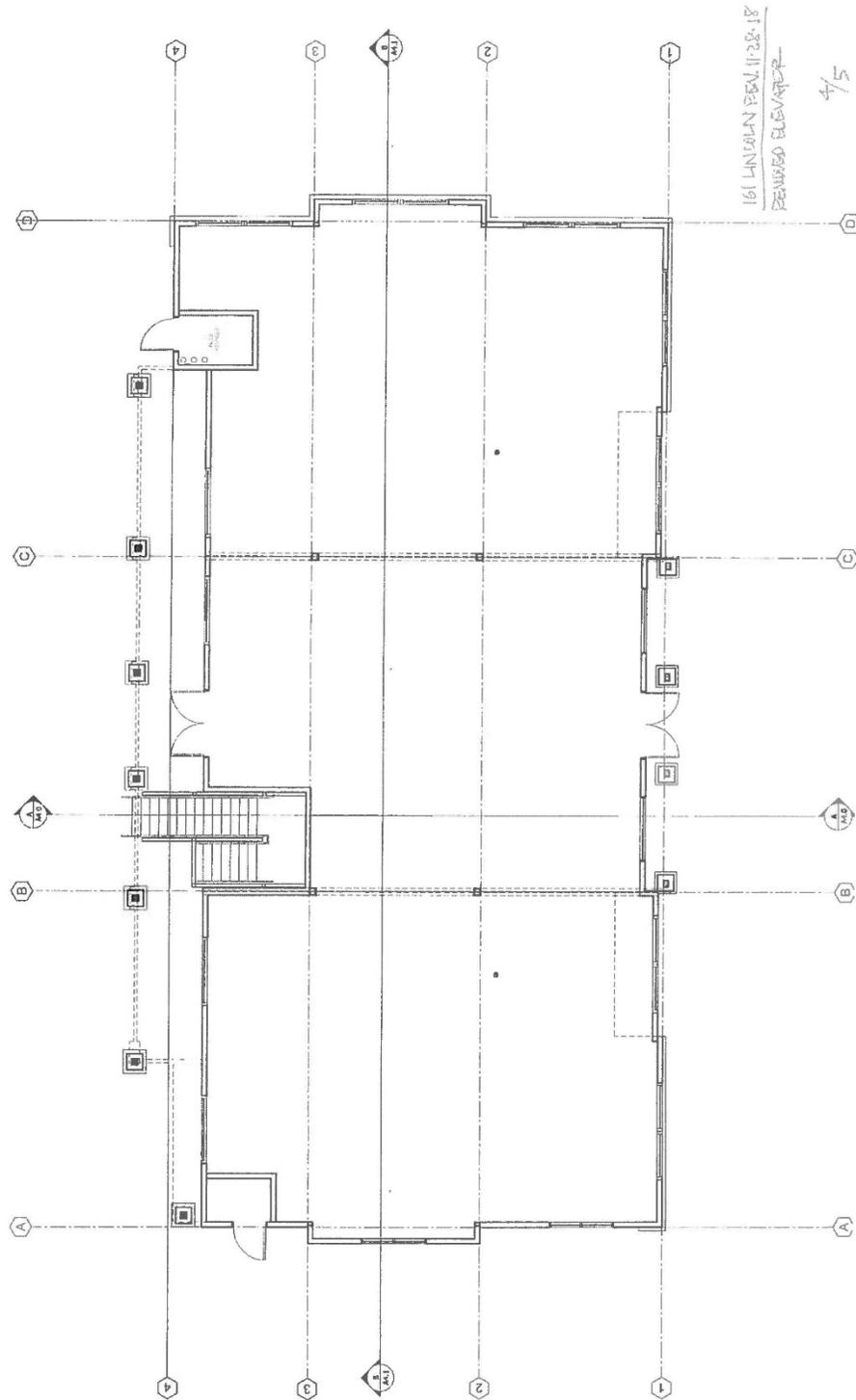
101 LINCOLN BEU 11-28-18  
REMOVED ELEVATOR

5/5

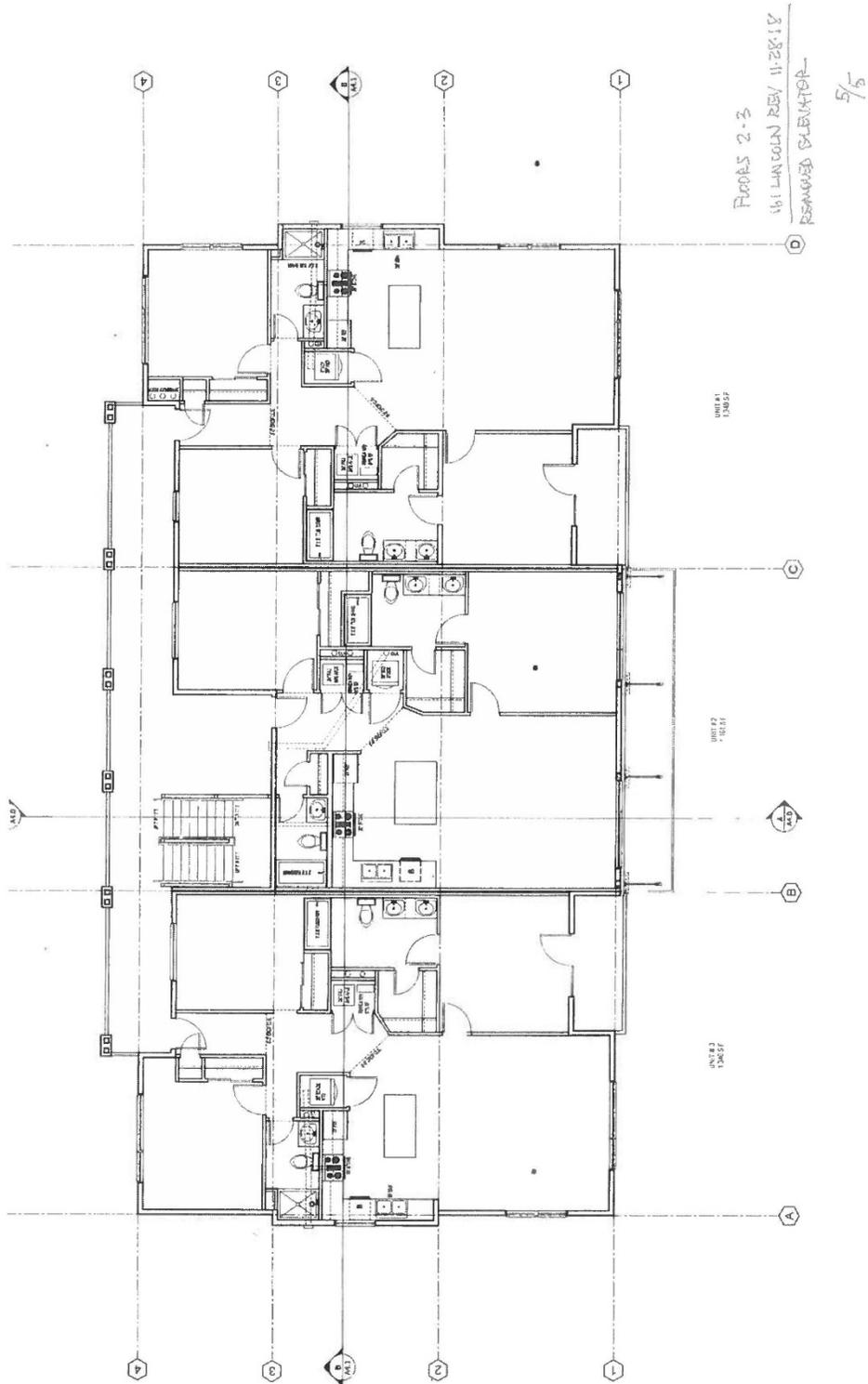




# Exhibit 6



**CONSENT ITEM 6a.**



**CONSENT ITEM 6b.**

**Schedule of Checks for the Checks Issued Since the February 18, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Accord Contractors, LLC</b>						<b>(\$9,305.88)</b>
72405		VOID	2/11/2020	VOID	<b>(\$9,305.88)</b>	
<b>AAA Champion LLC</b>						<b>\$1,923.53</b>
72481		3536	2/12/2020	Janitorial	\$1,923.53	
<b>Burgess Construction</b>						<b>\$50.00</b>
72482		BL Refund	2/18/2020	Applied for HOP/BL but outside City limit	\$50.00	
<b>Carolyn Powley</b>						<b>\$1,000.00</b>
72483		ROW19-0071	2/18/2020	Refund of Cash Bond for Permit #ROW19-0071	\$1,000.00	
<b>Elizabeth Selden</b>						<b>\$50.00</b>
72484		BL Refund	2/18/2020	Applied for HOP/BL but at 1st St mall sp	\$50.00	
<b>ILS Construction LLC</b>						<b>\$50.00</b>
72485		BL Refund	2/18/2020	Applied for HOP/BL but outside City limit	\$50.00	
<b>Robert Thomas</b>						<b>\$1,000.00</b>
72486		ROW19-0061	2/18/2020	Refund of Cash Bond for Permit #ROW19-0061	\$1,000.00	
<b>Tia Bailey</b>						<b>\$50.00</b>
72487		BL Refund	2/18/2020	Applied for HOP/BL but outside City limit	\$50.00	
<b>Washington State Department of Licensing</b>						<b>\$198.00</b>
72488		SNP000563	2/18/2020	Original - Gwinn	\$18.00	
		SNP000564		Renewal - Kringen	\$18.00	
		SNP000565		Renewal - Vaughan	\$18.00	
		SNP000566		Renewal - Minich	\$18.00	
		SNP000567		Renewal - Johnson	\$18.00	
		SNP000568		Original - Brown	\$18.00	
		SNP000569		Original - Wood	\$18.00	
		SNP000570		Original - Wolfe	\$18.00	
		SNP000571		Renewal - Young, Daryn	\$18.00	
		SNP000572		Renewal - Young, Yvonne	\$18.00	
		SNP000573		Renewal - Jeter	\$18.00	
<b>Washington State Treasurer</b>						<b>\$6,143.04</b>
72489		Jan 2020 - 01	2/18/2020	EDC ST GEN FUND 40	\$2,850.14	
		Jan 2020 - 02		EDC ST GEN FUND 50	\$1,656.24	
		Jan 2020 - 03		EDC ST GEN FUND 54	\$41.61	
		Jan 2020 - 04		EDC HWY SAFETY ACCT	\$175.61	
		Jan 2020 - 05		EDC DEATH INV ACCT	\$47.64	
		Jan 2020 - 06		EDC JIS ACCT	\$438.47	
		Jan 2020 - 07		EDC TRAUMA CARE	\$97.09	
		Jan 2020 - 08		EDC AUTO THEFT PREV	\$193.16	
		Jan 2020 - 09		EDC TRAUMA BRAIN INJ	\$85.09	
		Jan 2020 - 10		WSP HIWAY ACCT	\$269.99	
		Jan 2020 - 11		PARKING ST GEN FUND 50	\$29.62	
		Jan 2020 - 12		PARKING ST GEN FUND 40	\$55.38	
		Jan 2020 - 13		PARKING JIS	\$115.00	
		Jan 2020 - 14		BUILDING SERVICE CHARGE	\$88.00	
<b>Accord Contractors, LLC</b>						<b>\$8,484.25</b>
72501		PE #1 - Retainage Adj	02/25/2020	Carnegie Project	\$8,484.25	

**CONSENT ITEM 6b.**

**Schedule of Checks for the Checks Issued Since the February 18, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Allstream</b>						\$99.72
72502		16670253	02/25/2020	City Hall analog line	\$99.72	
<b>Barron Heating &amp; Air Conditioning</b>						\$4,945.67
72503		94562-2	02/25/2020	Remaining 50% Due on Invoice	\$4,945.67	
<b>Firstline Communications, Inc</b>						\$579.08
72504		157092	02/25/2020	Phone equipment tech support service	\$579.08	
<b>H. D. Fowler Company</b>						\$428.29
72505		15386987	02/25/2020	Misc Brass	\$428.29	
<b>H.B. Jaeger</b>						\$278.85
72506		U2016006228	02/25/2020	12" PVC Green Pipe	\$278.85	
<b>Inland Environmental Resources, Inc.</b>						\$18,677.57
72507		2020-1151	02/25/2020	Magnesium Hydroxide	\$9,312.58	
		2020-1227		Magnesium Hydroxide	\$9,364.99	
<b>Pacifica Law Group</b>						\$962.50
72508		56573	02/25/2020	CSO Reduction Project Phase 2 - Legal Assist.	\$962.50	
<b>Puget Sound Energy</b>						\$378.12
72509		228786 020620	02/25/2020	200011228786 Engineering	\$114.00	
		294678 020620		200014294678 City Hall	\$264.12	
<b>Snohomish County PUD</b>						\$14,486.25
72510			02/25/2020			
		108592539		2005-8838-2 South Zone Reservoir	\$198.79	
		111887809		2223-1174-8 Lighting	\$17.74	
		111887810		2223-2262-0 CSO 1 Monitor	\$18.86	
		111889703		2003-2517-3 North Zone Tank	\$17.74	
		115190249		2015-4931-8 Lighting	\$47.52	
		118503217		2022-5054-4 Lighting	\$8.59	
		121816506		2016-8521-1 Lighting	\$16.03	
		121817595		201076114 Police Station	\$1,024.06	
		121819211		2008-6552-5 Lighting	\$50.20	
		125144680		2015-4323-8 Terrace Inter tie	\$20.11	
		131734310		2019-0873-8 Stone Ridge LS	\$47.90	
		131734311		2020-2130-9 North Meter	\$7,458.57	
		131734312		2020-7399-5 South Meter	\$3,322.03	
		135036125		2021-3914-3 Lighting	\$8.59	
		135036126		2021-3915-0 Lighting	\$8.59	
		135037205		2012-9398-2 Lighting	\$45.70	
		144897229		2020-8142-8 Signal	\$31.51	
		144897230		2021-3717-0 Lighting	\$42.03	
		151483441		201940830 Downtown Restrooms	\$117.73	
		151483902		220322705 City Hall	\$773.74	
		151485572		2200-3863-2 Shadowood LS	\$87.64	
		151485950		2049-0762-0 Signal	\$63.42	
		161113714		2003-6860-3 Shop Pole Bld	\$216.56	
		164325604		2037-1090-0 Signal	\$47.29	
		164325787		203484118 Engineering	\$108.15	
		164329034		2039-3732-1 CSO LS	\$687.16	

**CONSENT ITEM 6b.**

**Schedule of Checks for the Checks Issued Since the February 18, 2020 Meeting**

<b>Name</b>	<b>Check #</b>	<b>Invoice #</b>	<b>Check Date</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor Total</b>
<b>Sound Telecom</b>						
72511		000016-021-151	02/25/2020	Standby Phone	\$146.90	\$146.90
<b>Tyler Technologies, Inc</b>						
72512		025-286585	02/25/2020	Incode 10 Software & Licenses	\$56,601.09	\$56,601.09
<b>U.S. Bank N.A - Custody</b>						
72513		010120 013120	02/25/2020	Safekeeping Investments	\$84.00	\$84.00
<b>United Site Services</b>						
72514		114-9871166	02/25/2020	Centennial Trail Porta Potta	\$145.32	\$255.88
		114-9871167		S Zone Porta Potty Rental	\$110.56	
<b>US Bank CPS</b>						
72515		KA Safeway 12813655	02/25/2020	DI Water	\$106.84	\$1,717.00
		DL Home Depot 4625302		Caulking/Batteries	\$96.99	
		DL USP 5995391		Clear Plastic	\$228.80	
		DD Napa 602849		Pump Oil	\$42.98	
		DD Napa 603560		Generator Spark Plug	\$4.85	
		LB Amazon 78616		Case for Iphone	\$32.75	
		LB Amazon 85835		Champagne Gen Heater/Pop Up Tent	\$293.70	
		DD Home Depot 9014121		D Batts for Rainbow LS	\$15.27	
		DD Home Depot 9014173		Rainer Generator Wire Parts	\$45.02	
		DLg Comcast 0047405 021220		PD Cable Services 02/23-03/22/20	\$49.80	
		JP GRCC 203917		Training - Galde	\$400.00	
		JP GRCC 203919		Training - Cavanah	\$400.00	
<b>Verizon Wireless</b>						
72516		9848037654	02/25/2020	CSO Auto Dialer	\$25.46	\$25.46
<b>Western Facilities Supply Inc</b>						
72517		032046A	02/25/2020	Supplies - Hand Soap	\$192.77	\$192.77
<b>Whistle Workwear</b>						
72518		TR-508473	02/25/2020	Boots Acton	\$187.75	\$434.78
		TR-508476		Boots-James	\$98.82	
		TR-508477		Raingear D Allen	\$148.21	
					<b>TOTAL</b>	<b>\$109,936.87</b>

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify the claims below to be valid and correct.

\_\_\_\_\_  
Finance Director

WE, the undersigned Councilmembers of the City of Snohomish, Washington, do hereby certify that the claim warrants #72481 through #72518 in the total amount of \$109,936.87 through February 25, 2020 are approved for payment on March 3, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember