



CITY OF SNOHOMISH

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

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

TUESDAY
July 7, 2020
6:00 p.m.

AGENDA ON NEXT PAGE

Remote On-Line/Phone Access ONLY Via "Zoom":

Pursuant to City of Snohomish's **Resolution 1408** adopting procedures for holding public meetings consistent with State law, and in accordance with the Governor's Proclamation 20-25, "Stay Home Stay Healthy" order to reduce the risk of exposure and the spread of contagious viruses through social interactions, the July 7, 2020 workshop and regular meeting of the City Council will be held utilizing remote access. The public is invited and encouraged to participate by calling in and listening to the live meeting, or by accessing the audio recording that will be made available afterward. Instructions for calling into the live meeting are provided below.

To access the **ONLINE Zoom** remote meeting, please use the following link (external/internal speakers required): <https://us02web.zoom.us/j/87045681798>

Meeting ID: 870 4568 1798

To **PHONE-IN** without a computer, or if your computer does not have an audio feature, dial:

+1 253 215 8782 or
+1 669 900 6833 or
+1 346 248 7799 or
+1 312 626 6799 or
+1 929 205 6099 or
+1 301 715 8592

YOU WILL BE PROMPTED TO ENTER THE MEETING ID# --

Meeting ID: 870 4568 1798

**THEN, YOU WILL BE PROMPTED TO ENTER A PARTICIPANT NUMBER --
ENTER THE # SYMBOL**



CITY OF SNOHOMISH

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

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

Remote On-Line/Phone Access ONLY Via "Zoom"

TUESDAY
July 7, 2020
6:00 p.m.

AGENDA

*Estimated
time*

- 6:00 1. **CALL TO ORDER:**
- a. Roll Call
 - b. Pledge of Allegiance
2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK**
3. **APPROVE AGENDA** contents and order
4. **APPROVE MINUTES** of the following meetings:
- a. June 16, 2020 Regular Meeting (P.5)
 - b. June 23, 2020 Special Meeting - Community Town Hall (P.11)
- 6:15 5. **PRESENTATION:** Introduce New Employee
- 6:20 6. **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.*
- 6:30 7. **PUBLIC HEARING:** Flood Hazard Area Interim Zoning Regulations - Ordinance 2390 (P.13)
- a. Staff presentation
 - b. Council's questions of staff
 - c. Citizens' comments
 - d. Close citizens' comments
 - e. Council deliberation and action - Ordinance 2390

**** Continued Next Page ****

- 6:45 8. **DISCUSSION ITEM:** City's Current Economic Approach (P.35)
- 7:25 9. **CONSENT ITEMS:**
- a. **ACCEPT** Bid Award and **AUTHORIZE** Mayor to Sign a Contract with Kamins Construction for the Park Avenue Utility Improvement Project (P.47)
 - b. **AUTHORIZE** Mayor to Sign Wholesale Water Agreement with Snohomish County PUD (P.51)
 - c. **AUTHORIZE** payment of claim warrants #73014 through #73114 in the amount of \$1,075,978.71, and payroll warrants #70119 through #73123 in the amount of \$525,189.48, issued since the last regular meeting. (P.67)
- 7:30 10. **OTHER BUSINESS/INFORMATION ITEMS**
- 7:35 11. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 7:40 12. **COUNCIL PRESIDENT'S ITEMS/REPORTS**
- 7:45 13. **CITY ADMINISTRATOR'S COMMENTS**
- 7:50 14. **MAYOR'S COMMENTS**
- 7:55 15. **ADJOURN**

NEXT MEETING: Regular meeting on Tuesday, July 21, 2020, at 6:00 p.m., at a location to be determined.

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.

THIS PAGE LEFT BLANK INTENTIONALLY



**Snohomish City Council Meeting Minutes
June 16, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council regular meeting to order at 6:00 p.m., Tuesday, June 16, 2020.

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, City Clerk and HR Manager
Debbie Burton, Finance Director
Emily Guildner, City Attorney's Office
Glen Pickus, Planning Director
Wendy Poischbeg, Economic Development and
Communications Manager
Capt. Robert Palmer, Interim Police Chief
Steve Schuller, City Administrator and
Utility General Manager
Grant Weed, City Attorney
Brandi Whitson, Administrative Assistant

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.

2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK.** Mayor Kartak provided a statement regarding the necessity to conduct the remote meeting due to the COVID-19 pandemic, and reviewed additional emergency restrictions currently in place.
3. **APPROVE AGENDA** contents and order

The Mayor called for a motion to amend the agenda by moving Agenda Item 6 Citizen Comments to immediately follow Agenda Item 4 Approve Minutes.

MOTION by Countryman, second by Merrill to move Agenda Item 6 Citizen Comments to immediately follow Agenda Item 4 Approve Minutes. The motion passed unanimously (7-0).

4. **APPROVE MINUTES** of the following meetings:

- a. June 2, 2020 Workshop
- b. June 2, 2020 Regular Meeting
- c. June 3, 2020 Emergency Meeting
- d. June 4, 2020 Special Meeting

MOTION by Ray, second by Kuleta to approve the minutes of the listed meetings. Motion passed unanimously (7-0).

MOTION by Sanders, second by Ray to move Agenda Item 12 Council President Comments, before Agenda Item 6 Citizen Comments. Motion passed unanimously (7-0).

12. **COUNCIL PRESIDENT'S COMMENTS** (*Moved to this point in the agenda*): Council President Sanders provided a statement regarding updates from the June 4th "Statement Against Racism" and related follow-up actions. Actions include scheduling a Town Hall

AGENDA ITEM 4a.

meeting, as well as a moderated meeting with leaders from various community groups to share experiences, concerns and ideas on ways the community can move forward. The diverse group included differing political views, various religious leaders, youth involvement, business owners, and representatives from the Snohomish School District, Snohomish for Equity, Snohomish Sheriff's Office, and City Council. Some results of the open dialogue included suggestions for:

- ◆ Race and equity training for schools, local government, and the community.
- ◆ Collection of shared statements denouncing racism and hatred.
- ◆ Considerations of hate-free areas around the community to demonstrate support for safety and inclusivity.
- ◆ Mentorship opportunities for at-risk youths.

Council President Sanders explained these ideas are not directives from the City Council, but rather a community-wide commitment to change. Additional details and information will be shared with these groups at the June 23rd Town Hall meeting.

6. CITIZEN COMMENTS (*Moved to follow Approval of Minutes, at beginning of meeting*):

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

Citizen Comments: Ms. Adams read aloud six (6) written comments, and fifty-four (54) citizens provided oral comments, all regarding events of the past week.

MOTION by Sanders, second by Redmon to extend the meeting beyond 9:00 p.m. for an additional thirty (30) minutes. Motion passed unanimously (7-0).

Citizen Comments: Closed

MOTION by Merrill, second by Ray to take a five-minute recess at 9:16 p.m. Motion passed unanimously (7-0).

MOTION by Sanders, second by Ray to extend the meeting to 10:00 p.m. Motion passed unanimously (7-0).

Mayor Kartak opened the floor for Councilmember Comments.

Councilmember Ray thanked the community for their comments. She believes racism exists in the community, and would like to see the Council help everyone work together to collectively find ways to educate people and provide a positive platform for inclusivity.

Councilmember Kuleta also thanked those that commented. She spoke to her family's personal experience with racism, the conversations these events have evoked, and the lessons she is learning. She discussed her personal journey to examine her own unconscious biases, as well as reflections concerning what she can do as a Councilmember to help the community move forward.

Councilmember Merrill thanked everyone for speaking and sharing their experiences, especially the youth, who have made it clear that racism exists in the community. He commented the Council cannot do it all, and is encouraged by the willingness of several community groups to engage in finding common ground to educate people and resolve issues. He felt Snohomish was targeted by white supremacists and would like to see efforts to identify what happened, and how to prevent it from happening again.

AGENDA ITEM 4a.

Councilmember Redmon shared her personal experiences regarding the events which occurred in Snohomish the weekend of May 30-31, and touched on her and her family's experiences with racism. She has heard the community state they are scared, and heard students say prejudice is present in their schools. Fixing these issues will be uncomfortable, but should be used as motivation to do the hard work. She thanked the speakers for their comments.

Councilmember Countryman commented he felt a credible threat existed to Snohomish, but does not condone the presence the Proud Boys had in town. He strongly disbelieves Snohomish is a racist community, but conceded he does not have the same experiences as others. He mentioned the School District appeared as a common thread through citizen comments, and felt the protests have political undertones.

Councilmember Dana stated Snohomish is a historic town and part of that identity are the historic structures on First Street, so protecting them is important. He spoke to the inception of Resolution 1389 stemming from a specific event, but otherwise personally had not been made aware of racism in Snohomish. He suggested partnering with the Snohomish School District and other community groups to identify ways to alleviate the perception of racism that has evolved. He commented on the trust he had in Chief Rogers and felt if additional actions were necessary, the Police Department would have handled things appropriately.

Council President Sanders thanked Interim Police Chief Palmer for his attendance, and the job done by law enforcement during these difficult times. He denounced racism and hatred, stated Black lives do matter, and believes Snohomish can do better at being inclusive to people of color, the LGBTQ community and others. He reiterated the Council cannot do this all on its own, but there are things they can do to help address these issues, such as providing bias awareness training. He is encouraged and excited by the discussions the Council has had with other community groups, and asked everyone to look inside themselves for what they can do individually to help work towards a solution.

5. PRESENTATION: Introduce Interim Police Chief Robert Palmer

Mayor Kartak stated Police Chief Keith Rogers requested, and was granted, reassignment. He welcomed new Interim Police Chief Robert Palmer to the City.

MOTION by Sanders, second by Ray to extend the meeting to 10:30 p.m. Motion passed unanimously (7-0).

Interim Police Chief Palmer thanked the Council for the opportunity to serve the citizens of Snohomish, the citizens for their comments, and provided a brief summary regarding his background and experience. He stated as a member of the Snohomish community, he is committed to working with City government, staff and citizens to develop solutions to keep Snohomish a safe place to live, work and play. He is abhorred by the police actions that led to the death of George Floyd, is emphatically against racism and division, and supports inclusion and dialogue. As Interim Police Chief, his responsibility will be to remain impartial, protect rights, and help bring stability to the community.

6. CITIZEN COMMENTS (*Moved to follow Approval of Minutes, at beginning of meeting*)

7. ACTION ITEMS:

- a. SEPA Categorical Exemptions Flexible Thresholds - **ADOPT** Ordinance 2399

AGENDA ITEM 4a.

Mr. Pickus presented the staff report, explaining the ordinance would provide the maximum allowed flexible thresholds for the SEPA categorical exemptions for minor new construction. Several recent updates to the Snohomish Municipal Code (SMC) make SEPA review for some projects redundant, but would still require public notice and hearings. The changes proposed by Ordinance 2399 would also make the entire development review process more efficient (both in time and resources) without sacrificing environmental protection.

Citizen Comments: None
Citizen comments: Closed

MOTION by Merrill, second by Kuleta to ADOPT Ordinance 2399 implementing the maximum allowed flexible thresholds for the SEPA categorical exemptions for minor new construction.

Councilmember Dana thanked Mr. Pickus and his staff for the work they have done and continue to put into the review and updating of the SMC.

VOTE ON THE MOTION: Motion passed unanimously (7-0).

Mayor Kartak added his thanks to Mr. Pickus and the Planning Department staff for their diligence in reviewing the SMC.

b. Lodging Tax Advisory Committee (LTAC) Recommendation

Ms. Poischbeg presented the staff report, explaining four events that previously received LTAC grant funds had been cancelled due to the COVID-19 pandemic. She requested the funds be reallocated to *Shop Safe Snohomish*, a marketing campaign intended to promote the City of Snohomish as a safe place to shop, work and live for all people, not just during the coronavirus pandemic (as originally intended), but now also to address recent events. Funds would be used for education outreach, events, advertisements, and other yet-to-be-determined methods.

Councilmember Merrill questioned if it was appropriate for the City to use the funds for these purposes. Ms. Poischbeg commented reallocating the funds does not require LTAC approval. Mr. Weed clarified reallocation and use were allowed as long as they met state regulations.

Councilmember Ray asked if other or excess funds could be used. Ms. Poischbeg explained she is only requesting funds that had been budgeted for the cancelled events; however, additional funds remained that could be allocated through the line-item budget adjustment process.

Citizen Comments: Five (5) citizens commented, generally in favor of reallocating the funds. Concerns were raised that the campaign not be empty gestures, and suggestions were made to use the funds for outreach and education opportunities for business owners on bias and awareness training.

Citizen Comments: Closed

Mayor Kartak thanked Ms. Poischbeg for her efforts in light of constant changes due to

AGENDA ITEM 4a.

the COVID-19 crisis.

Councilmember Ray questioned if limits existed on how the funds could be spent. Ms. Poischbeg exclaimed providing equity training to business owners would be considered visitor services, and would therefore be covered by the LTAC funds. Council President Sanders commented Snohomish for Equity sponsored trainings, and several other resources existed that could be utilized toward these efforts.

MOTION by Sanders, second by Kuleta to AUTHORIZE the reallocation of up to \$8,000 to market and promote the City of Snohomish. Motion passed unanimously (7-0).

8. DISCUSSION ITEM: Current Economic Approach and June 23 Workshop Agenda

Due to time constraints, and the change in the workshop's focus, Mr. Schuller suggested, and the Council concurred, to use this time to discuss the upcoming Community Town Hall meeting scheduled for June 23, 2020. Discussion of the Current Economic Approach could be held during the July 7th regular meeting.

MOTION by Sanders, second by Ray, to extend the meeting for an additional thirty (30) minutes at 10:30 p.m. Motion passed by visual majority of Councilmembers' nods.

Councilmember Redmon provided details on the moderated format of the Town Hall, and the Council discussed topics, presenters, and format.

MOTION by Redmon, second by Merrill to schedule a special meeting held as a remote Community Town Hall meeting on Tuesday, June 23, 2020, from 6:00 p.m. to 8:00 p.m. Motion passed unanimously (7-0).

MOTION by Sanders, second by Dana to extend the meeting to 11:30 p.m. Motion passed unanimously (7-0).

9. CONSENT ITEM: AUTHORIZE payment of claim warrants #72968 through #73013 in the amount of \$135,460.12, issued since the last regular meeting.

MOTION by Countryman, second by Merrill to PASS the Consent Items. Motion passed unanimously (7-0).

10. OTHER BUSINESS/INFORMATION ITEMS: None

11. COUNCILMEMBER COMMENTS: *Comments made after Agenda Item 6 Citizen Comments.*

12. COUNCIL PRESIDENT'S ITEMS/REPORTS: *Comments made earlier in the meeting.*

13. CITY ADMINISTRATOR'S COMMENTS: None.

14. MAYOR'S COMMENTS: Mayor Kartak acknowledged the emotional toll recent events have taken on the community, and believes together, the community can move forward.

Council President Sanders inquired if home addresses can be stricken from the record, given the concerns raised by citizens. Mr. Weed advised changes cannot be made to the official record, but addresses can be withheld from the written minutes, which are typically completed in summary format.

AGENDA ITEM 4a.

15. **RECESS to EXECUTIVE SESSION** at 11:15 p.m. to discuss performance of a public employee, pursuant to RCW 42.30.110(1)(g), for fifteen (15) minutes, with no action to follow.

16. **RECONVENE and ADJOURN:** The meeting adjourned at 11:38 p.m.

APPROVED this 7th day of July, 2020.

CITY OF SNOHOMISH

ATTEST:

John T. Kartak, Mayor

Pat Adams, City Clerk

**City Council Special Meeting Minutes
Community Town Hall
June 23, 2020**

The Snohomish City Council held a Community Town Hall at 6:00 p.m. on June 23, 2020. The topic was *Understanding the Events in Snohomish of May 30 through June 5.*

COUNCILMEMBERS PRESENT

Larry Countryman
Steve Dana
Judith Kuleta
Tom Merrill
Donna Ray
Linda Redmon
Jason Sanders

STAFF PRESENT

Pat Adams, City Clerk and HR Manager
Emily Guildner, City Attorney's Office
Wendy Poischbeg, Economic Development and
Communications Manager
Steve Schuller, City Administrator and Utility General
Manager
Grant Weed, City Attorney

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.

Over 100 attendees were present during the webinar.

Councilmember Linda Redmon opened the meeting and welcomed all in attendance. She briefly explained the format of the Town Hall: City staff and community leaders would provide statements and presentations, followed by common community questions, and citizens would be encouraged to ask questions prior to the meeting's conclusion. The meeting was moderated by Terry Hollimon, host of The Barbershop Show.

1. *Understanding the Laws Related to First and Second Amendment Rights, Open Carry of Firearms and Displays of Symbols of Hate/Racism*
Grant Weed and Emily Guildner, City Attorney's Office

Ms. Guildner explained the First Amendment and how the courts tend to interpret related cases. Mr. Weed provided basic information related to the Second Amendment. He explained the State of Washington is an open-carry state, and cities and counties cannot pass legislation regulating guns; changes to the gun laws have to be made at the federal or state level.

Mr. Hollimon read the questions frequently asked by citizens and received prior to the meeting, which Ms. Guildner and Mr. Weed answered.

2. *The Who, Why, and What of the Law Enforcement Response*
Captain Robert Palmer, Interim Chief of Snohomish Police Department

Captain Palmer provided a report of the events May 31 through June 5, as well as his own experiences of these events.

Mr. Hollimon again read questions that were common amongst the citizens, to which Captain Palmer responded.

3. *Snohomish School District and Snohomish Education Association Actions on Racial Equity*
Kent Kultgen, Superintendent, Snohomish School District

AGENDA ITEM 4b.

Miriam Miralles Mickelson, Executive Director, Teaching and Learning Services,
Snohomish School District
Justin Fox-Bailey, Snohomish Education Association

Dr. Kultgen, Dr. Mickelson and Mr. Fox-Bailey all provided statements on the current practices of the Snohomish School District, indicating steps were initiated even prior to the week's events to train teachers and staff in bias awareness training, discrimination, and inclusion, as well as providing services for students and their families. Unfortunately, the COVID-19 pandemic delayed further meetings and trainings, but they are continuing to move forward.

4. *Snohomish Faith-Based Communities Actions on Racial Equity*
Charles Lewis, First Presbyterian Church
Eliacín Rosario-Cruz, St. John's Episcopal Church

Mr. Lewis and Mr. Rosario-Cruz both spoke to what they are doing to help their congregations through these events, and related the personal journeys citizens are embarking upon.

5. *Snohomish For Equity Actions on Racial Equity*
Kathy Purviance-Snow, Snohomish For Equity
Lisa Odom, Snohomish For Equity

Ms. Purviance-Snow and Ms. Odom provided an introduction and background to Snohomish For Equity, and outlined events and trainings they have initiated. They encouraged citizens to visit their website for suggestions on helping individuals wishing to learn and do more, or to contact them directly if they would like to get involved and assist in these efforts.

6. *Moderated Community Conversation: Addressing Questions and Gathering Ideas from the Community.*

Mr. Hollimon encouraged citizens to ask questions not yet specifically answered. Citizens asked questions and various panel members answered.

7. *Wrap Up – What's Next and How Do We Maintain Momentum*

Mr. Hollimon invited each group to provide a brief recap of what they have planned for the future. Mr. Weed took a moment to read a letter from the State Supreme Court, supported by the full County Supreme Court, which noted judicial responsibilities toward race, going forward.

Councilmember Redmon thanked Mr. Hollimon for his assistance, and thanked the citizens for attending and participating.

The meeting adjourned at 9:17 p.m.

APPROVED this 7th day of July, 2020.

CITY OF SNOHOMISH

ATTEST:

John T. Kartak, Mayor

Pat Adams, City Clerk

PUBLIC HEARING 7.

Date: July 7, 2020

To: City Council

From: Glen Pickus, AICP, Planning Director

Subject: Interim Ordinance Regarding Flood Hazard Area Zoning Regulations

SUMMARY: Last May, the City Council adopted interim regulations for development in the City's flood hazard areas. State law requires there be a public hearing within 60 days after adoption of interim regulations.

BACKGROUND: On May 19, 2020, the City Council approved Ordinance 2390 adopting interim regulations, pursuant to Revised Code of Washington (RCW) 35A.63.220 and RCW 36.70A.220, for development on the floodplain. The RCW allows the City Council to adopt interim zoning regulations without going through the normal process involving the Planning Commission, and without initially holding a public hearing. However, RCW 35A.63.220 and RCW 36.70A.220 requires the City Council hold a public hearing on the interim regulations within 60 days of their approval. The ordinance may be effective up to one year if a work plan is developed. In addition, the ordinance may be renewed in six-month increments, if subsequent public hearings are held.

Although the City Council will likely be considering an ordinance to implement permanent floodplain regulations at their next meeting, this public hearing is still necessary to meet the requirements of RCW 35A.63.220 and RCW 36.70A.220. The purpose of the public hearing is solely to provide testimony regarding the interim regulations. It is not the time for the City Council to receive testimony about the permanent floodplain regulations that will be presented soon.

Adoption of Ordinance 2390 with its interim regulations was necessary to ensure the City met the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) June 19, 2020 deadline to update flood hazard area regulations. In order to maintain participation in the National Flood Insurance Program (NFIP), FEMA required the regulations be updated to their standards no later than June 19, 2020.

Participation in the NFIP allows property owners within the City to obtain flood insurance and certain types of federal disaster aid. Because the City adopted an updated floodplain ordinance by June 19, even though it was only for interim regulations, property owners were able to continue their flood insurance coverage at their current rates. The updated ordinance meets current state and NFIP standards, and includes the new Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) as the basis for establishing areas of special flood hazard.

The City's floodplain regulations are contained within Chapter 14.270 of the Snohomish Municipal Code (SMC). Staff and the Planning Commission have continued a work program to repeal SMC 14.270, and replace it with a clearer code that meets all state and NFIP requirements, but it became impossible to meet the June 19 deadline due to the response to the COVID-19 pandemic.

ANALYSIS: To comply with RCW 35A.63.220 and RCW 36.70A.220, the City Council must hold a public hearing to take public testimony on the ordinance that established the interim

PUBLIC HEARING 7.

regulations. The hearing must take place within 60 days of the approval of the interim regulations. Since the interim regulations were approved on May 19, the City Council has until July 18 to hold a public hearing to meet the 60-day requirement.

The City Council has three potential courses of action to take tonight:

1. Retain the interim regulations as written in Ordinance 2390, which regulate development in flood hazard areas in a manner acceptable to FEMA; or
2. Revise the interim regulations; or
3. Repeal the interim regulations.

Regardless of the option selected, staff, along with the Planning Commission, will continue to do the work necessary to bring an ordinance to the City Council adopting permanent floodplain regulations. In fact, the Planning Commission already held its public hearing on the permanent regulations on July 1.

Ordinance 2390 implements the minimum necessary code amendments to meet NFIP requirements. They are based on comments from FEMA staff and have been approved by the Washington State Department of Ecology. While the language used is not necessarily clear or organized in a way to ease administration of the code, this is only temporary, and will be replaced within six months, if not sooner, with a completely rewritten chapter. At this time, the most important thing is satisfying NFIP requirements so property owners can maintain their flood insurance, and not necessarily to have the best-written code.

BUDGETARY IMPACTS: None.

CITY COUNCIL GOALS: Not applicable.

STRATEGIC PLAN REFERENCE: Not applicable.

RECOMMENDATION: That the City Council **HOLD** a public hearing and take public comment on Ordinance 2390; **RETAIN** the interim regulations; and **DIRECT** staff to consider options for permanent regulations regarding development in flood hazard areas.

ATTACHMENT: Ordinance 2390

REFERENCE: [RCW 35A.63.220](#)

ATTACHMENT

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE 2390

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, ADOPTING FINDINGS OF FACT, ADOPTING INTERIM ZONING CODE REGULATIONS REGULATING FLOOD HAZARD AREAS, PROVIDING FOR THE DURATION OF THIS ORDINANCE AND PUBLIC HEARING, ESTABLISHING A WORK PROGRAM, AND PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, in order to maintain participation in the National Flood Insurance Program (NFIP) and allow citizens within the community to obtain flood insurance and certain types of federal disaster aid, the City must adopt an updated floodplain ordinance that meets current state and NFIP standards and includes the new FIS and FIRMs as the basis for establishing areas of special flood hazard within six (6) months of the Letter of Final Determination; and

WHEREAS, the City is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 35.63.200 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, the City is proposing that interim regulations be adopted pending adoption of final regulations concerning floodplain management to address the adoption of the current preliminary Flood Insurance Study (FIS) and accompanying Flood Insurance Rate Maps (FIRM) by the Federal Emergency Management Agency (FEMA). The Planning Commission and City Council will analyze the need for additional revisions to the interim regulations with the information and data acquired during the interim timeframe; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this interim zoning ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA rules; and

WHEREAS, state law allows interim land use controls to be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City Council is directing the Planning Commission to review new flood hazard regulations with the work plan/schedule attached hereto as Exhibit A, which exhibit is incorporated herein by this reference, and provide a recommendation to the City Council for the adoption of permanent amendments to the City flood hazard regulations in Snohomish Municipal Code (SMC) Chapter 14.270; and

WHEREAS, the City finds that health, safety and welfare is addressed in the proposed interim zoning code changes for flood damage prevention;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this Ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact interim amendments to SMC Chapter 14.270 Flood Hazard Areas attached hereto and incorporated herein as Exhibit B. The enactment of these interim regulations shall be until final regulations are adopted which shall replace said interim regulations.

Section 3. Duration of Interim Zoning Regulations/Public Hearing. The interim zoning code amendments adopted by this Ordinance shall remain in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 354.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date. A public hearing on the interim amendments shall be held on or about July 7, 2020 but no later than sixty (60) days following the effective date of this Ordinance. Following the public hearing, the City Council may take action to amend this Ordinance, including the making of additional findings.

Section 4. Planning Commission Work Plan. The City of Snohomish Planning Commission is hereby directed to review new draft regulations consistent with Exhibit A attached hereto, and shall make a recommendation on whether said amendments, some modification thereof, or other amendments should be permanently adopted. The Snohomish Planning Commission is directed to complete its review and to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Snohomish City Council as scheduled.

Section 5. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this Ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this Ordinance.

Section 6. Conflict with Other SMC Provisions. If the provisions of this Ordinance are found to be inconsistent with other provisions of the Snohomish Municipal Code, this Ordinance shall control.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

PUBLIC HEARING 7.

Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the City Council and **APPROVED** by the Mayor this 19th day of May, 2020.

CITY OF SNOHOMISH

By John T. Kartak
John T. Kartak, Mayor

ATTEST:

By Pat Adams
Pat Adams, City Clerk

APPROVED AS TO FORM:
By Grant K. Weed
Grant K. Weed, City Attorney

Date of Publication: May 23, 2020

Effective Date: May 28, 2020

EXHIBIT A

City of Snohomish Floodplain Ordinance Work Plan 2020

Work Plan					
Activity	March	April	May	June	July
Planning Commission Review				6/3 PC Review	
Planning Commission Recommend Docket List					
City Council Review					7/7 City Council Review
City Council Approve Docket List					
Prepare SEPA & Issue		4/16			
Commerce Review	3/31 Commerce Review Begins		5/30 End of Commerce Review		
Publish Planning Commission Public Hearing				6/14	
Planning Commission Hearing & Recommendation to Council					7/1 PC public hearing
Draft Ordinance			5/11		
Attorney Review			5/18		
Publish Notice City Council Public Hearing					7/5
City Council Public Hearing					7/21 PH
City Council Adopt Ordinance					7/21
Effective Date					7/28

B=Briefing
PH=Public Hearing

EXHIBIT B

Chapter 14.270 FLOOD HAZARD AREAS

Sections:

- 14.270.010 Authority
- 14.270.020 Findings of Fact
- 14.270.030 Purpose and Methods
- 14.270.040 Definitions (44 CFR 59.1).
- 14.270.050 General Provisions (44 CFR 59.22 (a))
- 14.270.060 Administration
- 14.270.070 General Standards for Flood Hazard Reduction
- 14.270.080 Specific Standards for Flood Hazard Reduction (44 CFR 60.3(c)(1))
- 14.270.090 Determination of Flood Insurance Risk
- 14.270.100 Floodplains as Critical Areas
- 14.270.110 Recordation

14.270.010 Authority.

The Constitution and Legislature of the State of Washington have delegated the responsibility to city governments to adopt regulations designed to promote the public health, safety, and general welfare of their citizenry. Therefore, the City of Snohomish, Washington does ordain as follows:

14.270.020 Findings of Fact.

- A. The flood hazard areas of the City of Snohomish are subject to periodic inundation, which may result in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

14.270.030 Purpose and Methods.

- A. *Statement of Purpose.* It is the purpose of this chapter to promote the public health, safety, and general welfare, reduce the cost of flood insurance, and minimize public and private losses due to flood conditions in specific areas by provisions designed:
 - 1. To protect human life and health;
 - 2. To minimize expenditure of public money and costly flood control projects;
 - 3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - 4. To minimize prolonged business interruptions;
 - 5. To minimize damage to public facilities and utilities such as water and gas main, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
 - 6. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard to minimize future flood blight areas;
 - 7. To help ensure that potential buyers are notified that property is in an area of special flood hazard; ~~and~~

8. To help ensure that those who occupy areas of special flood hazard assume responsibility for their actions; and

9. To participate in and maintain eligibility for flood insurance and disaster relief.

B. *Methods of Reducing Flood Losses.* In order to accomplish its purposes and to be consistent with the criteria set forth in Section 60 of the National Flood Insurance Program Regulations (NFIPR), this chapter includes methods and provisions for:

1. Restricting or prohibiting uses development which are is dangerous to health, safety, and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural flood plains, stream channels, and protective barriers that help accommodate or channel floodwaters;
4. Controlling filling, grading, dredging, and other development that may increase flood damage; and
5. Preventing or regulating the construction of flood barriers that unnaturally divert floodwaters or may increase flood hazards in other areas.

14.270.040 Definitions (44 CFR 59.1).

Unless specifically defined below, terms or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Appeal: means a request for a review of the interpretation of any provision of this chapter or a request for a variance.

Alteration of Watercourse: means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

Area of Shallow Flooding: designated as AO₁ or AH Zone on the Flood Insurance Rate Map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations.

Area of Special Flood Hazard: is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

Base Flood: means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the "100-year flood" ~~Designated on Flood Insurance Rate Maps by the letters A or V.~~)

Base Flood Elevation: means the elevation to which floodwater is anticipated to rise during the base flood.

Basement: means any area of the building having its floor sub-grade (below ground level) on all sides.

Breakaway Wall: means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical Facility: means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

Development: means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

Elevation Certificate: means ~~the an important administrative tool of the NFIP used to determine the proper flood insurance premium rate, to document elevation information, and may be used to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F). official form (FEMA Form 81-31) used to track development and provide elevation information necessary to ensure compliance with state and federal floodplain management ordinances.~~

Elevated Building: means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

Existing Manufactured Home Park or Subdivision: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) and is completed before the effective date of the adopted floodplain management regulations.

Expansion to an Existing Manufactured Home Park or Subdivision: means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding: means

A. a-A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow on inland or tidal waters and/or
2. The unusual and rapid accumulation of runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (B) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition.

Flood Insurance Rate Map (FIRM): means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study (FIS): means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as the Flood Elevation Study, the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Maps, and the water surface elevation of the base flood.

Floodplain or Flood-Prone Area: means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain Administrator: means the community official designated by title to administer and enforce the floodplain management regulations.

Flood Proofing: means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway: means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot a designated height.

Functionally Dependent Use: means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade: means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure: means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor: means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter. (i.e. provided there are adequate flood ventilation openings).

Manufactured Home: means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation

when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

Manufactured Home Park or Subdivision: means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level: means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New Construction: means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

~~**New Construction:** means structures for which the “start of construction” commenced on or after the effective date of this Chapter.~~

New Manufactured Home Park or Subdivision: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

Recreational Vehicle: means a vehicle,

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of Construction: includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage: means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

~~**Substantial Improvement:** means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure;~~

- ~~1. Before the improvement or repair is started; or~~
- ~~2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of the definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.~~

~~The term can exclude:~~

- ~~1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or~~
- ~~2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.~~

Substantial Improvement: means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance: means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

~~**Water Dependent:** means a structure for commerce or industry that cannot exist in any other location and is dependent on the water because of the intrinsic nature of its operations.~~

14.270.050 General Provisions (44 CFR 59.22 (a)).

A. Lands to which this chapter applies:

This chapter shall apply to all areas of special flood hazards and flood hazards within the jurisdiction of the City of Snohomish.

- B. *Basis for Establishing the Areas of Flood Hazard.* The ~~areas of flood hazard and~~ special flood hazard areas identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Snohomish County, Washington and Incorporated Areas" dated ~~September 16, 2005~~June 19, 2020, and any revisions thereto, with ~~an~~ accompanying Flood Insurance Rated Maps (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The

PUBLIC HEARING 7.

flood Insurance Study and the FIRM are on file at City Hall, 116 Union Street, Snohomish, WA 98290.

- C. *Penalties for Noncompliance.* No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall be subject to Title 14 Snohomish Municipal Code enforcement actions, including applicable penalties, as described in Chapter 14.85 SMC, "Enforcement". Nothing herein contained shall prevent the City of Snohomish from taking such other lawful action as is necessary to prevent or remedy any violation.
- D. *Abrogation and Greater Restrictions.* This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- E. *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:
1. Considered as minimum requirements;
 2. Liberally construed in favor of the governing body; and
 3. Deemed neither to limit nor repeal any other powers granted under State statutes.
- F. *Warning and Disclaimer of Liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. However, larger floods can and will occur on rare occasions, and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City of Snohomish, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.
- G. *Severability.* This ordinance and the various parts thereof are hereby declared to be severable. Should any Section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the Section so declared to be unconstitutional or invalid.

14.270.060 Administration.

- A. *Development Permit Required (44 CFR 60.3 (b) (1)).* A development permit is required before construction or development begins within any area of special flood hazard. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."
- B. *Application for Development Permit.* Application for a development permit shall be made on forms furnished by the City of Snohomish and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
1. Proposed Eelevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official;

PUBLIC HEARING 7.

2. Proposed eElevation in relation to mean sea level to which any non-residential structure ~~has been~~will be flood proofed;
 3. Certification by a registered professional engineer or architect that the flood proofing methods for any non-residential structure will meet the FEMA flood proofing criteria in Section 14.270.080(B); and
 4. Description of the extent to which a watercourse will be altered or relocated in the proposed development.
 5. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
 6. Any other information that may be reasonably required by the Floodplain Administrator in order to review the application.
- C. *Designation of the Local Floodplain Administrator (44 CFR 59.22(b)(1)).* The City Planner is the designated local floodplain administrator to administer and ~~implement~~ enforce this chapter by granting or denying development permit applications in accordance with its provisions.
- D. *Permit Review.*
1. The City Planner shall review all development permits to determine that the permit requirements of this chapter have been satisfied.
 2. The City Planner shall review all development permits to determine that all necessary permits required in this chapter have been obtained from those Federal, State, or local governmental agencies from which prior approval is required. (44 CFR 60.3(a)(2))
 3. The City Planner shall review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of this chapter are met.
 4. The City Planner shall review all development permits to determine if the site is reasonably safe from flooding.
 5. The City Planner shall review all development permits to determine if the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of SMC 14.270.080F are met.
 6. The City Planner shall notify FEMA when annexations occur in the Special Flood Hazard Area.
- E. *Use of Other Base Flood Data (In A ~~and~~ V Zones) (44 CFR 60.3 (b) (4)).* When base flood elevation data has not been provided (in A ~~or~~ V Zones) in accordance with Section 14.270.050 B, Basis for Establishing the Areas of Flood Hazard, the City Planner shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 14.270.080 A through F of this Chapter.
- F. *Information to be Obtained and Maintained.*
1. Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in SMC 14.270.060 E, the City Planner shall obtain and ~~record~~ maintain the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. (44 CFR 60.3(b)(5)(i)) (The information shall be recorded on a current elevation certificate (FF 81-31) with Section B completed by the City Planner.)
 2. For all new or substantially improved flood proofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in SMC 14.270.060 E, The City Planner shall:

PUBLIC HEARING 7.

- i. Obtain and ~~record~~ maintain the elevation (in relation to mean sea level) to which the structure was flood proofed (44 CFR 60.3(b)(5)(ii))
 - ii. Maintain the flood proofing certifications required by FEMA (44 CFR 60.3(b)(5)(iii)).
 3. The City Planner shall maintain for public inspection all records pertaining to the provisions of this chapter. (44 CFR 60.3(b)(5)(iii))
 4. Improvement and damage calculations.
- G. *Alteration of Watercourses* (44 CFR 60.3(b)(6))
 1. The City Planner shall notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.
 2. The ~~City Planner~~ project proponent shall assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained ~~require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~
Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the project proponent shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
 3. The City Planner shall notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.
- H. *Interpretation of FIRM Boundaries.* The City Planner shall provide interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (~~44 CFR 59-76~~).
- I. *Conditions for Variances.*
 1. Generally, the only condition under which a variance from the elevation standard be issued is for new construction and substantial improvements to be erected on a ~~lot of~~ one-half acre or less in size ~~small or irregularly shaped lot~~ contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
 2. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
 3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 4. Variances shall only be issued upon:
 - i. A Showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- iv. For the repair, rehabilitation or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - v. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Definitions of this ordinance in the definition of "Functionally Dependent Use."
5. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature, and they do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.
 6. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood proofing than watertight or dry-flood proofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria and otherwise complies with recommended FEMA General Standards.
 7. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood elevation increases risks to life and property. ~~permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.~~
 8. In the case of a conflict between the application of the variance provisions of this section and SMC [14.255.110](#) and [14.255.120](#), this section shall control.
 9. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

14.270.070 General Standards for Flood Hazard Reduction.

In all areas of special flood hazards, the following standards are required:

- A. *Anchoring (44 CFR 60.3(a)(b)).*
 1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. (44 CFR [60.3\(a\)\(3\)\(i\)](#))
 2. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. (44 CFR [60.3\(b\)\(8\)](#)). For more detailed information in application of this chapter, reference will be made to guidebook, FEMA-85, "Manufactured Home Installation in Flood Hazard Areas."
- B. *Construction Materials and Methods.*
 1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 3. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

PUBLIC HEARING 7.

Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

C. *Utilities* (44 CFR 60.3(a)(5)(6))

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;
2. Water wells shall be located on high ground that is not in the floodway*
3. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
4. Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding identified WAC [173-160-171](#).

D. ~~Subdivision Development Proposals, including subdivisions and manufactured home parks or subdivisions, shall:~~ (44 CFR 60.3(A)(4)(B)(3))

1. ~~All subdivision proposals shall~~ **B**e consistent with the need to minimize flood damage;
2. ~~All subdivision proposals shall~~ **H**ave public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
3. ~~All subdivision proposals shall~~ **H**ave adequate drainage provided to reduce exposure to flood damage;
4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for **subdivision development proposals and other proposed developments which contain at least greater than** 50 lots or 5 acres (whichever is **the lesser**).

E. *Review of Building Permits* (44 CFR 60.3(a)(3))

Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (SMC [14.270.060\(E\)](#)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

14.270.080 Specific Standards for Flood Hazard Reduction (44 CFR 60.3(c)(1)).

In all areas of special flood hazards where base flood elevation data has been provided as set forth in this chapter, the following standards are required:

A. *Residential Construction.*

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more* above the base flood elevation. (BFE)
*Minimum FEMA standards require the lowest floor to be elevated "to or above" the BFE; however, adding an additional foot of freeboard increases safety and can reduce insurance premiums by as much as 39 percent.
2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or **if solely usable for parking, access or storage** shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

PUBLIC HEARING 7.

- i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed areas subject to flooding shall be provided.
- ii. The bottom of all openings shall be no higher than one foot above grade.
- iii. Openings may be equipped with screens, louvers, or other coverings or devices if they permit the automatic entry and exit of floodwaters. Foundation vent standards required by the IBC/IRC outside the floodplain do not meet this standard and are subject to the City Building Official's review.

B. *Nonresidential Construction* (44 CFR 60.3(c)(3)(4))

All new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

1. Be flood proofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
2. Have structural components capable of resisting hydrostatic and hydrodynamic load and effects of buoyancy;
3. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided as set forth in Section [14.270.060](#) F(2);
4. Nonresidential structures that are elevated, not flood proofed, must meet the same standards for space below the lowest floor as described in [14.270.080](#) A(2);
5. Applicants who are flood proofing nonresidential buildings should be notified that flood insurance premiums will be based on rates that are one foot below the flood proofed level (e.g. a building flood proofed to the base flood level will be rated as one foot below). Flood proofing the building an additional foot will reduce insurance premiums significantly.

C. *Manufactured Homes* (44 CFR 60.3(c)(6)(12))

All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. **Mechanicals must be elevated one foot or more above the Base Flood Elevation. Flood venting must meet the requirements of SMC 14.270.080(A)(2).**

D. *Recreational Vehicles* (44 CFR 60.3(c)(14))

All recreational vehicles placed on sites are required to either:

1. Be on the site for fewer than 180 consecutive days; or
2. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
3. Meet the requirements of SMC [14.270.080](#) C and the elevation and anchoring requirements for manufactured homes.

E. *AE and A1-30 Zones with Base Flood Elevations but No Floodways* (44 CFR 60.3(c)(10))

In all areas with base flood elevations (but for which a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones ~~A1-30 and~~ AE on the City's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with

PUBLIC HEARING 7.

all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City.

- F. *Floodways.* Located within areas of special flood hazard established in Section [14.270.050](#) B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris and increase erosion potential, the following provisions apply:
1. Encroachments, including fill, new construction, substantial improvements, and other development are prohibited, unless certification by a registered professional engineer is provided, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge, in which case all new construction and substantial improvements shall comply with all applicable standards for flood hazard reductions set forth in Sections [14.270.070](#) and [14.270.080](#). (44 CFR [60.3\(d\)\(3\)](#))
 2. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair or reconstruction is started, or (B) if the structure has been damaged and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded from the 50 percent limitation. (WAC [173-158-070](#))
- G. *Critical Facilities Construction.* Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA, if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures are required to ensure that toxic substances not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation are required for all critical facilities to the maximum extent possible.
- H. All Other Building Standards Apply in the Floodway. If SMC 14.270.080(F)1 is satisfied or construction is allowed pursuant to SMC 14.270.080(F)2, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of SMC 14.270.080, Specific Standards For Flood Hazard Reduction.
- I. General Requirements for Other Developments. All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the state building codes with adopted amendments and any City of Snohomish amendments, shall:
1. Be located and constructed to minimize flood damage;
 2. Meet the encroachment limitations of this ordinance if located in a regulatory floodway;
 3. Be anchored to prevent flotation, collapse, or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 4. Be constructed of flood damage-resistant materials;
 5. Meet the flood opening requirements of SMC 14.270.080(A)2, and

6. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

14.270.090 Determination of Flood Insurance Risk.

For the purpose of the determination of applicable flood insurance risk within Zone A on Snohomish's Flood Hazard Boundary Map, the City Planner shall:

- A. Require the applicant to furnish the elevation in relation to mean sea level of the lowest habitable floor including basement of all new or substantially improved structures, and whether or not such structures contain a basement.
- B. Require the applicant to furnish if the structure has been flood proofed, the elevation in relation to mean sea level to which the structure was flood proofed through a certified professional engineer or architect.
- C. Maintain a record of all such information in the City's address file system.

14.270.100 Floodplains as Critical Areas.

- A. For the purpose of the City's Critical Areas regulations, as set forth in SMC [14.255](#), Floodplains are those areas that provide important flood storage, conveyance and attenuation functions and include all land within such areas that are subject to a one percent or greater chance of flooding in any given year.
- B. Floodplains shall be designated by the City Planner in accordance with WAC [365-190-080\(3\)](#).
 - 1. The City Planner shall use the "areas of special flood hazard" as identified on the Federal Emergency Management Administration's most current Flood Insurance Rate Map for the City as the indicator of where floodplains exist, unless more detailed, current, and convincing evidence indicates otherwise.
 - 2. Floodplains shall include, at a minimum, the 100-year floodplain designations of the Federal Emergency Management Agency and the National Flood Insurance Program.
- C. The City Planner may waive the critical areas report required by SMC [14.255.060](#) for developments proposed in the floodplain, if the applicable permit application contains sufficient data to verify compliance with the substantive requirements, except for the following developments:
 - 1. Developments in the floodway, which is the area shown in the illustration that accompanies the definition of "floodplain" in SMC [14.100.020](#); and
 - 2. Developments that result in watercourse alteration.
- D. In addition to the requirements of SMC [14.255.040](#) and this chapter, the following requirements shall apply to floodplains:
 - 1. To the extent possible consistent with the development objective, all improvements shall be located on the non-floodplain portion of the site, if any, or on the highest ground on the site, as far as possible from the flood source.
 - 2. Alteration of natural watercourses, including side channels, tributaries, and channel migration zones, is to be avoided when feasible. If unavoidable, the City Planner shall notify adjacent communities, the Department of Ecology, the State Department of Fish and Wildlife, and FEMA prior to alteration. Any stream-bank stabilization shall consider the use soft armoring or best available armoring science.

14.270.110 Recordation.

The City Planner shall record:

- A. The as-built elevation above mean sea level of the lowest habitable floor, including basement, of all new or substantially improved structures, and whether the structure contains a basement;
- B. Certificates of flood-proofing and flood elevation; and
- C. Permits and variances issued in accordance with this chapter.

THIS PAGE LEFT BLANK INTENTIONALLY



DISCUSSION ITEM 8.

Date: July 7, 2020
To: City Council
From: Steve Schuller, City Administrator & Utility General Manager
Debbie Burton, Finance Director
Subject: 2021-2022 Budget - Current Economic Approach

Current Economic Approach: At tonight's meeting, staff will conduct a step-by-step review of the current economic approach to the projected revenue reductions from the COVID-19 crisis. This review will help to ensure City staff is in close coordination with the priorities of the City Council and to effectively communicate the City's current economic approach to the Snohomish community. Attached are the presentation slides originally published in the June 2 meeting agenda. The presentation is based on the email forwarded to the City Council on April 30, 2020, titled "City's Economic Strategy - Recommended Approach." (As Council is aware, this Discussion Item was scheduled for June 2 and June 16, but postponed in both cases. In response to recent events, three special City Council meetings were conducted; a communication titled "Statement Against Racism" was issued; a Town Hall was conducted on June 23; and various other items have been completed, or are in planning stages for future action.)

The City will not possess the hard data related to the COVID-19 revenue reductions and business shutdowns until approximately late August 2020. This assumes that Phase 4 of the State's business reopening plan is completed by mid-July. Actual sales tax receipts for the month of June will not be available until late August. It is expected, after July, the Puget Sound area will begin to experience how quickly (or how slowly) business and tax revenues "return to normal."

A key budget question the City Council should address this summer:

Should the City postpone most new General Fund (GF) and Real Estate Excise Tax (REET) related staffing, operating costs and capital projects until early 2021 given the current financial revenue reductions?

The Council always has the option to amend its 2021-2022 budget once the region has emerged from the current financial impacts. The amendment can occur in early or late 2021 depending on economic conditions.

ATTACHMENT: Current Economic Approach - Presentation (19 Slides), date July 7, 2020.



Economic Approach

July 7, 2020



Snohomish *Washington*

City of Snohomish

**2019 Citizen
Population
10,200**

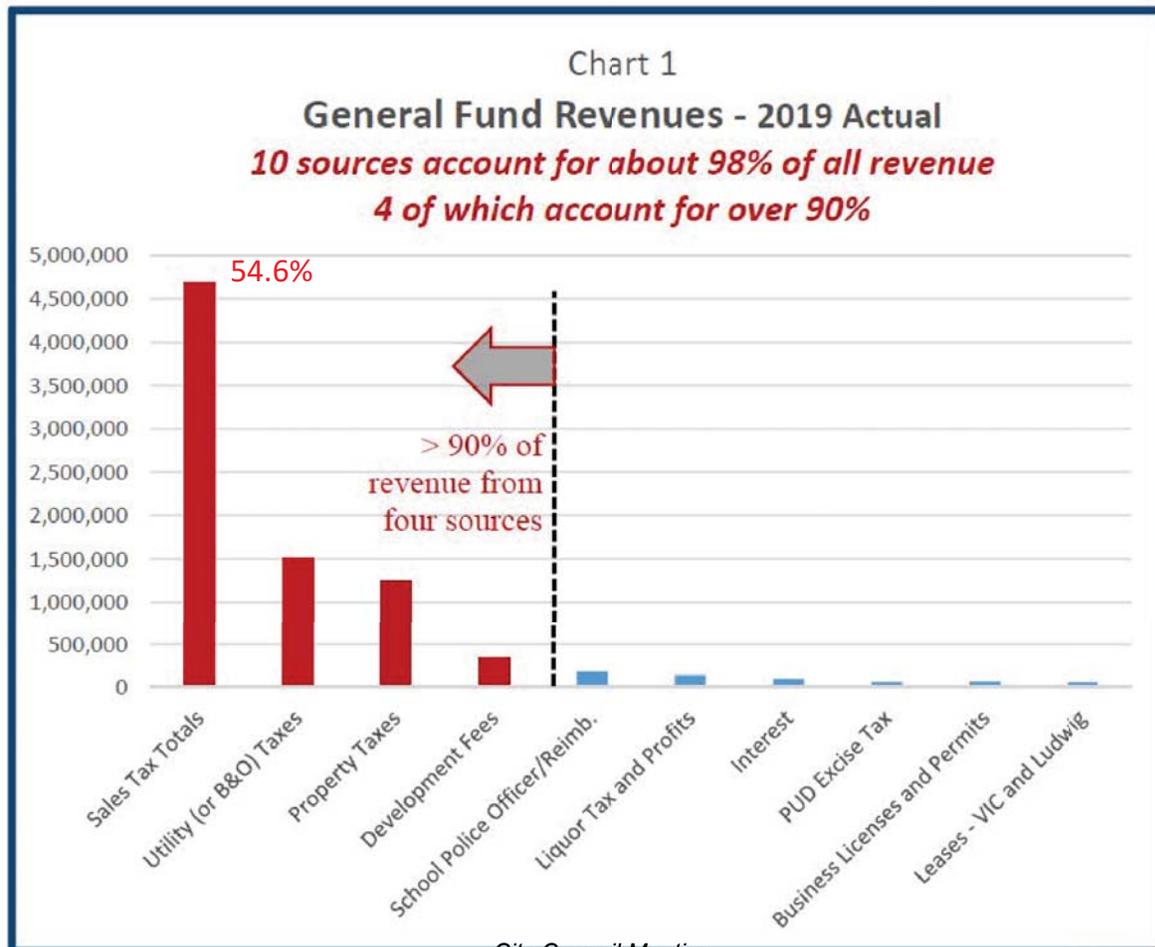
**Drives Both Revenue Receipts
and Service Expenses**

**City of Snohomish
Commercial Area
≈ 75,000 Population**

Top Four City Services General Fund

<u>Service</u>	<u>Budgeted 2019/2020 Expenditures</u>	<u>Direct FTEs</u>
2) Law Enforcement	\$7.7 Million	20.0
3) Transportation	\$3.4 Million	3.8
<i>Street</i>	<i>\$2.2 Million</i>	
<i>Benefit District (TBD)</i>	<i>\$1.2 Million</i>	
4) Parks (& Events)	\$1.6 Million	4.3
5) Plan/Permitting	\$1.1 Million	4.0

3



4

Revenue Future

Property Tax

1% Cap Inflation?



Sales Tax

Online Sales and Competition?



New Development Revenue (Growth)



New Development Expenses

Increased Services (Law Enforcement, Transportation)



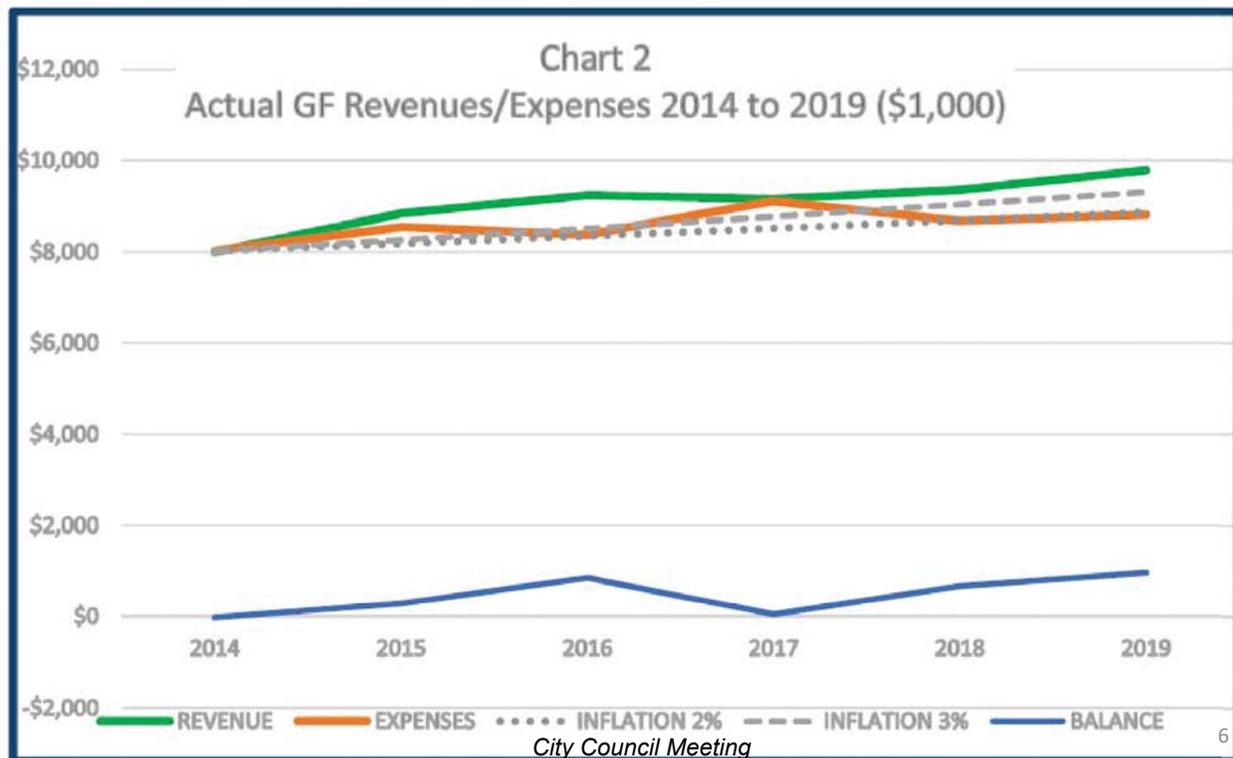
Utility Tax

City Rate Reductions Water/Wastewater



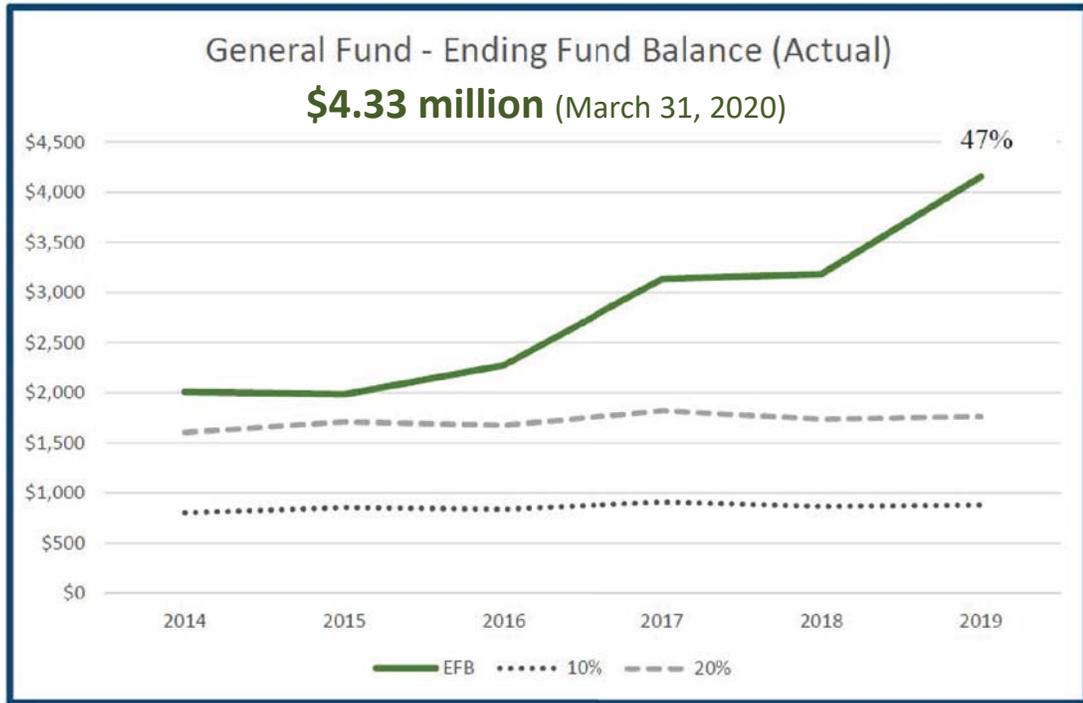
- Midtown
- Northeast Sewer Area

Kept Expenses Flat (2%) and Increased Revenues (4%)

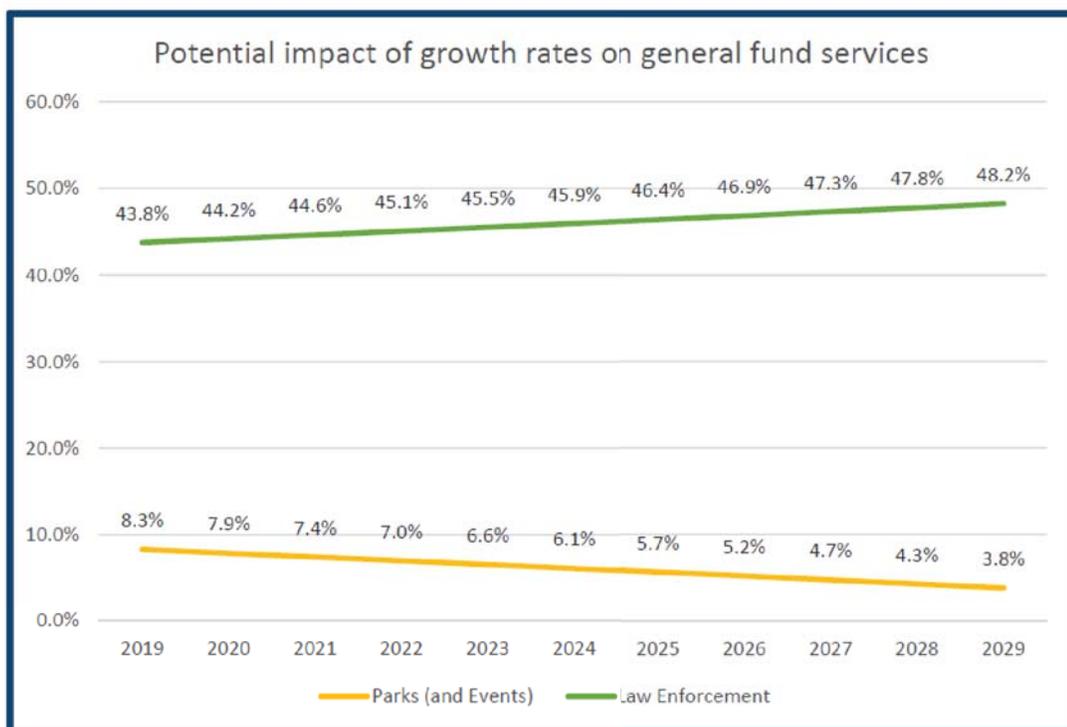


DISCUSSION ITEM 8.

Increase Revenues → Expenses Flat



At Current Growth Rates (3%), Law Enforcement will Continue to Consume Larger Portion



COVID -19 Impacts

Phased Strategy for 2020 and early 2021:

- Limited New Staffing or Operating Costs;
- Limited Capital Projects (General Fund or REET) for 2020 and early 2021;
- Seasonal Staffing (400% FTE) - Dozen in Late Spring/Summer (*Cancelled for 2020*)

9

Sheriff Positions – No Changes

- 12 Patrol (3 Officers over 4 shifts)
- 2 Detectives
- School Resource Officer (SRO) - 75% School District
- Administrative Sergeant
- Police Chief
- 2 Records/Reception
- Community Outreach Officer unfilled since Sept. 2019. Re-fill upon the Deputy's return

Capital Projects with Dedicated Funding

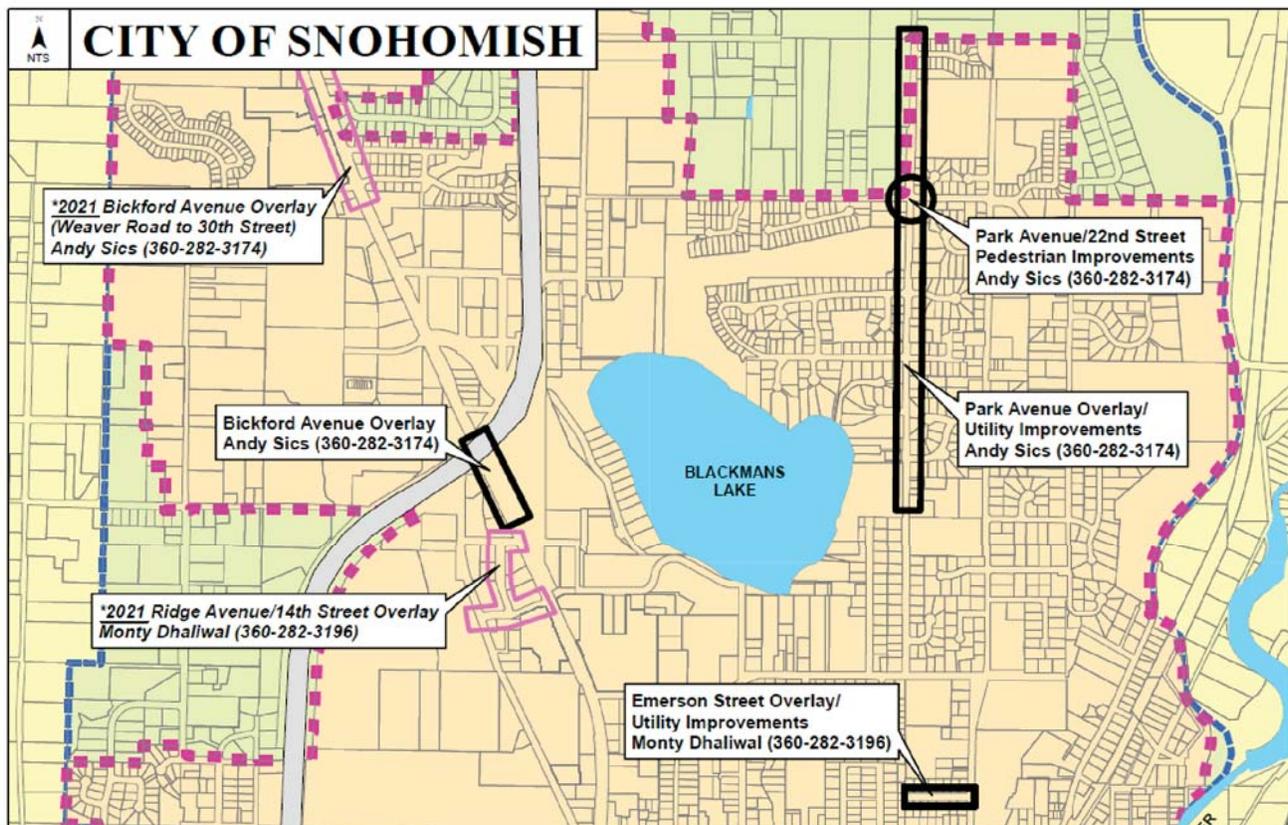
- Utility (Wastewater, Water and Stormwater)
- Transportation Benefit District (TBD)
- Traffic Impact Fees (TIF)
- Park Impact Fees (PIF)



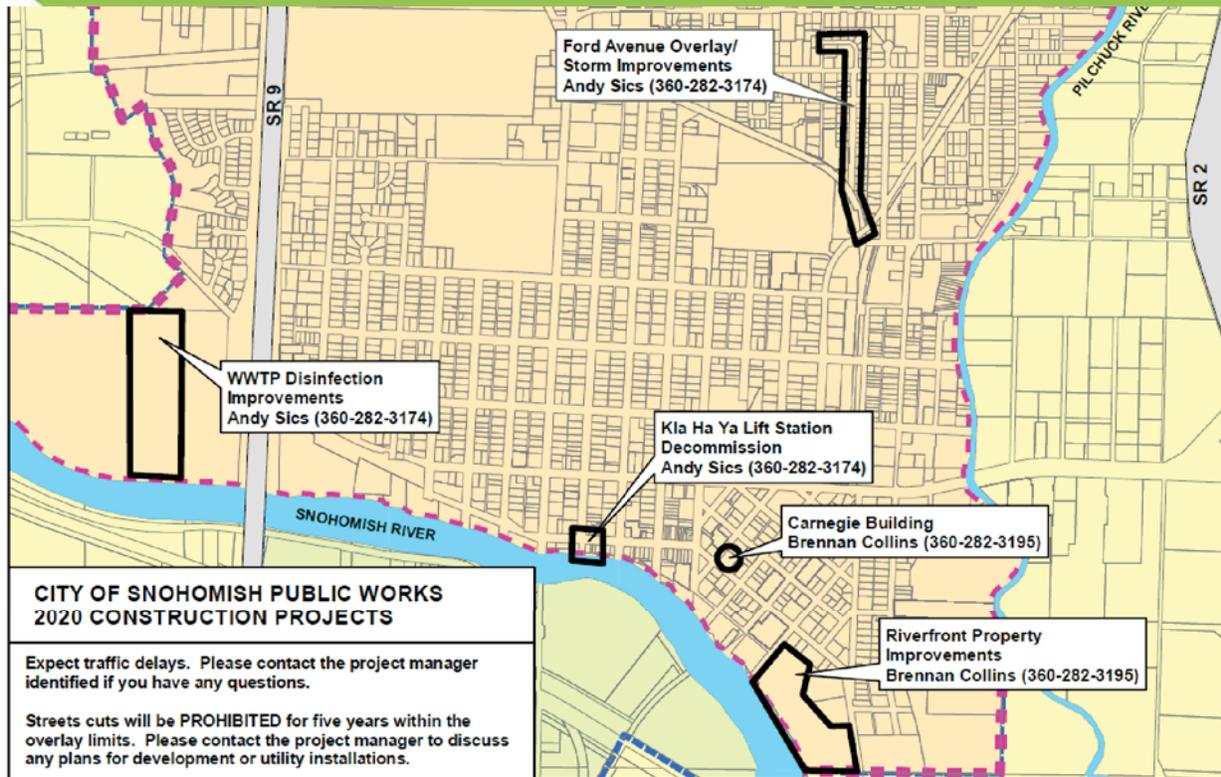
FULL
STEAM
AHEAD

- Federal and State Grants (Impacted)

11



12



Utility Design

Five RFP's from Engineering Consultants
\$19 Million – Largest in City's History

- North Sewer Trunkline
- WWTP Filtration Upgrades
- Second Street Storm Trunkline and Sewer Force Main
- Rainier Lift Station

Park Impact Fees (PIF) – Move Ahead

1) **Averill Field Park**

Master Plan and Construction

2) **Cady Connector Bridge**

to Pilchuck Julia Landing Park

3) **Homestead Park**

Master Plan and Phase 1?

15

Non-Department – No Change

Annual Allocation:

- Flower Baskets (Historic Downtown) \$ 7,500
- Snohomish Health District \$19,250
- Food Bank Utilities \$ 3,068
- Senior Center (\$17,000) \$11,000
- Senior Center Utilities \$ 5,000
- Aquatic Center - Water/Sewer \$57,227
- Boys & Girls Club Utilities \$ 6,000

2021-2022 Capital Projects

General Fund and/or REET

August 11 Budget Workshop:

- **Sidewalk Repairs and Crosswalks** (Mayor Kartak) - \$120,000
- **Police Station Remodel Phase 2** (Council President Sanders) – ≈\$140,000
- **Roof Replacements and Phase 1 Seismic** - City Hall, Engineering and Police Buildings
- **Public Works Shop Modular Building** - FEMA and Ecology Flood Regulations

17

Next Steps



Alliance for Housing Affordability (AHA)

Glen Pickus, Planning Director

- 2019/2020 Budgeted \$20,000 for the Trust Fund
- \$0 requested from Trust in 2019
- Up to \$20,000 in 2020?
- \$0 for 2021/2022 Budget?
- Sales Tax – Projected \$35,000/year
(For Affordable Housing, not necessarily to AHA)

19

THIS PAGE LEFT BLANK INTENTIONALLY



CONSENT ITEM 9a.

Date: July 7, 2020
To: City Council
From: Sukhpreet (Monty) Dhaliwal, Project Engineer
Subject: **Park Avenue Utility Improvement Project Contract**

SUMMARY: City Council approval is requested authorizing the Mayor to execute an agreement with Kamins Construction, Inc., the lowest responsive bidder for construction of the Park Avenue Utility Improvement Project. This project includes construction of a new sewer force main, storm drainage improvements, and asphalt pavement overlay of 18th Street, west of Park Avenue.

BACKGROUND: The City was awarded approximately \$382,000 from the Washington State Transportation Improvement Board (TIB) to pave Park Avenue from Hill Park to the northern City limits in 2021. The City Transportation Benefit District (TBD) has provided \$67,350 in match dollars. In anticipation of the paving, a new sewer force main will be constructed for the Champagne Lift Station on Park Avenue, from 17th Place to 18th Street. The existing sewer force main from the Champagne Lift Station traverses through the backyards of private properties on the west side of Park Avenue. This makes inspections and maintenance difficult for the City Sewer Department. The new sewer force main will be within the 18th Street and Park Avenue right-of-ways, and will provide easier access for inspections and maintenance. The new sewer force main will be connected to the Champagne Lift Station in the future at the time the lift station is improved.

This project also includes replacing an existing culvert in the ditch line on the east side of Park Avenue, constructing storm drainage improvements, and upgrading the poor pavement condition of 18th Street via overlay.

ANALYSIS: The project was advertised for bids on June 9, 2020 through Builders Exchange of Washington, Everett Daily Herald, and Daily Journal of Commerce. Nine (9) bids were received for the Park Avenue Utility Improvement Project on June 23, 2020, as follows:

1) Kamins Construction, Inc.	\$225,228.70
2) Matia Contractors, Inc.	\$231,425.27
3) B & L Utility, Inc.	\$246,955.80
4) SRV Construction, Inc.	\$253,359.29
5) A&M Contractors, LLC.....	\$256,613.45
6) Gregco Excavating, LLC.....	\$261,757.31
7) Plats Plus, Inc.....	\$267,507.24
8) Mosbrucker Excavating, Inc.....	\$321,438.94
9) Tastad Construction, Inc.....	\$327,054.00

Engineer's Estimate: \$250,000 – \$300,000

It was determined Kamins Construction, Inc., located in Bothell, Washington is the lowest responsive bidder for the project in the amount of \$225,228.70. Construction is expected to begin in late July, and the duration for the project is anticipated to be approximately forty-five (45) days, with substantial completion status sometime in late September. Staff will award the

CONSENT ITEM 9a.

project as soon as the required submittals are received, which is anticipated within the next few weeks.

BUDGETARY IMPACTS: Staff is requesting a 20% contingency for this project, for a proposed authorization not to exceed \$270,000. A 20% contingency is requested because of the uncertainty of excavating in 18th Street and Park Avenue. The TBD will fund the paving of 18th Street.

Funding for this project is proposed to be divided from the following sources. Budget amendments will be conducted after the project is completed, and actual amounts are finalized:

Fund	Amount
Wastewater Utility	\$150,000
Stormwater Utility	\$35,000
TBD	\$85,000
Total	\$270,000

STRATEGIC PLAN REFERENCE: Initiative #5: Become more environmentally sustainable.

RECOMMENDATION: That the City Council **AUTHORIZE** the Mayor to sign and execute a contract with Kamins Construction, Inc., in the amount of \$270,000.00 including a 20% contingency, for the construction of the Park Avenue Utility Improvement Project.

ATTACHMENT: Bid Tabulation

CONSENT ITEM 9a.

ATTACHMENT



City of Snohomish
 Park Avenue Utility Improvement Project
 Bid Tabs
 Engineer's Estimate: \$250,000 - \$300,000
 By: Sukhpreet (Monty) Dhaliwal
 Date: June 24, 2020

Bid Item	Description	Qty	Units	Kamins Construction, Inc.		Matia Contractors, Inc.		B & L Utility Inc.		SRV Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 22,880.00	\$ 22,880.00	\$ 21,000.00	\$ 21,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,100.00	\$ 5,100.00
2	CONSTRUCTION SURVEYING	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,165.00	\$ 4,165.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
3	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	1	LS	\$ 500.00	\$ 500.00	\$ 444.00	\$ 444.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 3,806.00	\$ 3,806.00	\$ 22,035.00	\$ 22,035.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00
5	SAWCUTTING	1,750	LF	\$ 3.30	\$ 5,775.00	\$ 5.00	\$ 8,750.00	\$ 3.00	\$ 5,250.00	\$ 3.50	\$ 6,125.00
6	UNSUITABLE FOUNDATION EXCAVATION	50	CY	\$ 55.00	\$ 2,750.00	\$ 27.50	\$ 1,375.00	\$ 25.00	\$ 1,250.00	\$ 57.00	\$ 2,850.00
7	ROADWAY EXCAVATION INCLUDING HAUL	50	CY	\$ 71.15	\$ 3,557.50	\$ 27.25	\$ 1,362.50	\$ 20.00	\$ 1,000.00	\$ 57.00	\$ 2,850.00
8	TRENCH SAFETY SYSTEM	250	LF	\$ 4.40	\$ 1,100.00	\$ 2.45	\$ 612.50	\$ 1.00	\$ 250.00	\$ 4.50	\$ 1,125.00
9	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 6-INCH DIAM.	790	LF	\$ 72.22	\$ 57,053.80	\$ 51.95	\$ 41,040.50	\$ 120.00	\$ 94,800.00	\$ 61.00	\$ 48,190.00
10	GRAVEL BORROW INCL. HAUL	650	CY	\$ 1.00	\$ 650.00	\$ 37.55	\$ 24,407.50	\$ 25.00	\$ 16,250.00	\$ 57.00	\$ 37,050.00
11	8-INCH DUCTILE IRON STORM PIPE	75	LF	\$ 88.46	\$ 6,634.50	\$ 61.40	\$ 4,605.00	\$ 70.00	\$ 5,250.00	\$ 100.00	\$ 7,500.00
12	CATCH BASIN TYPE 1-W/FRAME & GRATE	3	EA	\$ 1,795.93	\$ 5,387.79	\$ 1,465.00	\$ 4,395.00	\$ 1,600.00	\$ 4,800.00	\$ 1,738.00	\$ 5,214.00
13	SOLID WALL PVC CULV. PIPE 18-IN. DIAM.	30	LF	\$ 166.76	\$ 5,002.80	\$ 36.93	\$ 1,107.90	\$ 100.00	\$ 3,000.00	\$ 122.00	\$ 3,660.00
14	DEBRIS BARRIER	1	EA	\$ 870.10	\$ 870.10	\$ 69.45	\$ 69.45	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00
15	HMA CL. 1/2 IN. PG 64-22	190	TN	\$ 179.53	\$ 34,110.70	\$ 169.85	\$ 32,271.50	\$ 190.00	\$ 36,100.00	\$ 230.50	\$ 43,795.00
16	PLANING BITUMINOUS PAVEMENT (2-INCH DEPTH)	900	SY	\$ 10.49	\$ 9,441.00	\$ 7.44	\$ 6,696.00	\$ 9.00	\$ 8,100.00	\$ 10.00	\$ 9,000.00
17	CRUSHED SURFACING TOP COURSE	140	TN	\$ 46.53	\$ 6,514.20	\$ 52.00	\$ 7,280.00	\$ 25.00	\$ 3,500.00	\$ 43.25	\$ 6,055.00
18	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 16,720.00	\$ 16,720.00	\$ 8,795.00	\$ 8,795.00	\$ 18,000.00	\$ 18,000.00	\$ 25,700.00	\$ 25,700.00
19	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,916.05	\$ 2,916.05	\$ 500.00	\$ 500.00	\$ 3,100.00	\$ 3,100.00
20	TRIMMING & CLEANUP	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00	\$ 500.00	\$ 500.00	\$ 5,100.00	\$ 5,100.00
21	MINOR CHANGES	1	F.A.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 206,253.39	Corrected Subtotal	\$ 211,927.90	Subtotal	\$ 226,150.00	Corrected Subtotal	\$ 232,014.00
				9.2% WSST	\$ 18,975.31	9.2% WSST	\$ 19,497.37	9.2% WSST	\$ 20,805.80	9.2% WSST	\$ 21,345.29
				Total Bid	\$ 225,228.70	Corrected Total Bid	\$ 231,425.27	Total Bid	\$ 246,955.80	Corrected Total Bid	\$ 253,359.29

Bid Item	Description	Qty	Units	A&M Contractors, LLC		Gregco Excavating LLC		Plats Plus, Inc.		Mosbrucker Excavating, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 22,568.00	\$ 22,568.00	\$ 5,700.00	\$ 5,700.00	\$ 24,500.00	\$ 24,500.00	\$ 13,500.00	\$ 13,500.00
2	CONSTRUCTION SURVEYING	1	LS	\$ 2,579.00	\$ 2,579.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,228.00	\$ 4,228.00
3	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	1	LS	\$ 1,216.00	\$ 1,216.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 400.00	\$ 400.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 1,216.00	\$ 1,216.00	\$ 1,400.00	\$ 1,400.00	\$ 4,800.00	\$ 4,800.00	\$ 2,500.00	\$ 2,500.00
5	SAWCUTTING	1,750	LF	\$ 4.00	\$ 7,000.00	\$ 3.80	\$ 6,650.00	\$ 4.00	\$ 7,000.00	\$ 8.96	\$ 15,680.00
6	UNSUITABLE FOUNDATION EXCAVATION	50	CY	\$ 31.00	\$ 1,550.00	\$ 55.00	\$ 2,750.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00
7	ROADWAY EXCAVATION INCLUDING HAUL	50	CY	\$ 71.00	\$ 3,550.00	\$ 55.00	\$ 2,750.00	\$ 52.00	\$ 2,600.00	\$ 60.00	\$ 3,000.00
8	TRENCH SAFETY SYSTEM	250	LF	\$ 24.00	\$ 6,000.00	\$ 4.00	\$ 1,000.00	\$ 10.00	\$ 2,500.00	\$ 8.00	\$ 2,000.00
9	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 6-INCH DIAM.	790	LF	\$ 62.00	\$ 48,980.00	\$ 118.00	\$ 93,220.00	\$ 70.00	\$ 55,300.00	\$ 111.00	\$ 87,690.00
10	GRAVEL BORROW INCL. HAUL	650	CY	\$ 46.00	\$ 29,900.00	\$ 37.00	\$ 24,050.00	\$ 52.00	\$ 33,800.00	\$ 55.00	\$ 35,750.00
11	8-INCH DUCTILE IRON STORM PIPE	75	LF	\$ 79.00	\$ 5,925.00	\$ 74.50	\$ 5,587.50	\$ 80.00	\$ 6,000.00	\$ 90.00	\$ 6,750.00
12	CATCH BASIN TYPE 1-W/FRAME & GRATE	3	EA	\$ 1,210.00	\$ 3,630.00	\$ 1,567.00	\$ 4,701.00	\$ 2,000.00	\$ 6,000.00	\$ 2,600.00	\$ 7,800.00
13	SOLID WALL PVC CULV. PIPE 18-IN. DIAM.	30	LF	\$ 78.00	\$ 2,340.00	\$ 84.00	\$ 2,520.00	\$ 84.00	\$ 2,520.00	\$ 103.00	\$ 3,090.00
14	DEBRIS BARRIER	1	EA	\$ 608.00	\$ 608.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00
15	HMA CL. 1/2 IN. PG 64-22	190	TN	\$ 164.00	\$ 31,160.00	\$ 158.50	\$ 30,115.00	\$ 140.00	\$ 26,600.00	\$ 162.40	\$ 30,856.00
16	PLANING BITUMINOUS PAVEMENT (2-INCH DEPTH)	900	SY	\$ 8.00	\$ 7,200.00	\$ 8.50	\$ 7,650.00	\$ 5.00	\$ 4,500.00	\$ 16.96	\$ 15,264.00
17	CRUSHED SURFACING TOP COURSE	140	TN	\$ 51.00	\$ 7,140.00	\$ 50.00	\$ 7,000.00	\$ 36.00	\$ 5,040.00	\$ 55.00	\$ 7,700.00
18	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 16,366.00	\$ 16,366.00	\$ 26,310.00	\$ 26,310.00	\$ 35,000.00	\$ 35,000.00
19	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,216.00	\$ 1,216.00	\$ 6,300.00	\$ 6,300.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
20	TRIMMING & CLEANUP	1	LS	\$ 1,216.00	\$ 1,216.00	\$ 1,645.00	\$ 1,645.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
21	MINOR CHANGES	1	F.A.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 234,994.00	Corrected Subtotal	\$ 239,704.50	Subtotal	\$ 244,970.00	Subtotal	\$ 294,358.00
				9.2% WSST	\$ 21,619.45	9.2% WSST	\$ 22,052.81	9.2% WSST	\$ 22,537.24	9.2% WSST	\$ 27,080.94
				Total Bid	\$ 256,613.45	Corrected Total Bid	\$ 261,757.31	Total Bid	\$ 267,507.24	Total Bid	\$ 321,438.94

Bid Item	Description	Qty	Units	Tastad Construction, Inc.	
				Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
2	CONSTRUCTION SURVEYING	1	LS	\$ 6,000.00	\$ 6,000.00
3	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	1	LS	\$ 1,000.00	\$ 1,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 3,000.00	\$ 3,000.00
5	SAWCUTTING	1,750	LF	\$ 5.00	\$ 8,750.00
6	UNSUITABLE FOUNDATION EXCAVATION	50	CY	\$ 75.00	\$ 3,750.00
7	ROADWAY EXCAVATION INCLUDING HAUL	50	CY	\$ 62.00	\$ 3,100.00
8	TRENCH SAFETY SYSTEM	250	LF	\$ 22.00	\$ 5,500.00
9	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 6-INCH DIAM.	790	LF	\$ 125.00	\$ 98,750.00
10	GRAVEL BORROW INCL. HAUL	650	CY	\$ 40.00	\$ 26,000.00
11	8-INCH DUCTILE IRON STORM PIPE	75	LF	\$ 100.00	\$ 7,500.00
12	CATCH BASIN TYPE 1-W/FRAME & GRATE	3	EA	\$ 2,000.00	\$ 6,000.00
13	SOLID WALL PVC CULV. PIPE 18-IN. DIAM.	30	LF	\$ 120.00	\$ 3,600.00
14	DEBRIS BARRIER	1	EA	\$ 650.00	\$ 650.00
15	HMA CL. 1/2 IN. PG 64-22	190	TN	\$ 190.00	\$ 36,100.00
16	PLANING BITUMINOUS PAVEMENT (2-INCH DEPTH)	900	SY	\$ 10.00	\$ 9,000.00
17	CRUSHED SURFACING TOP COURSE	140	TN	\$ 45.00	\$ 6,300.00
18	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 32,000.00	\$ 32,000.00
19	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 12,500.00	\$ 12,500.00
20	TRIMMING & CLEANUP	1	LS	\$ 5,000.00	\$ 5,000.00
21	MINOR CHANGES	1	F.A.	\$ 15,000.00	\$ 15,000.00
				Subtotal	\$ 299,500.00
				9.2% WSST	\$ 27,554.00
				Total Bid	\$ 327,054.00

THIS PAGE LEFT BLANK INTENTIONALLY



CONSENT ITEM 9b.

Date: July 7, 2020

To: City Council

From: Tim Jackson, Utility Manager
Steve Schuller, City Administrator and Utility General Manager

Subject: Wholesale Water Agreement with Public Utility District No. 1 of Snohomish County

City Council approval is requested authorizing the Mayor to enter into a Wholesale Water Agreement with Public Utility District No. 1 of Snohomish County (PUD). This agreement would reduce the rate the City pays for its PUD water supply, and therefore, reduce the City's expenses. The proposed agreement between the City and the PUD provides a 2020 rate of \$2.85 per unit, versus the current universal wholesale rate of \$3.24 per unit.

BACKGROUND: In 2017, the City of Snohomish decommissioned its Pilchuck River Water Treatment Plant (WTP) and secured water capacity through the City of Everett for the vast majority of its water supply needs. Prior to its decommissioning, the WTP provided the City with a portion of its overall capacity needs, including direct service to approximately 75 meters (about 100 homes) located along an approximate 14.7 mile long transmission main connecting the WTP to the City's distribution system. (See the map provided as Attachment A for an overview of the transmission main location.)

The City and the PUD previously entered into a Wholesale Water Agreement on April 17, 2012, allowing for Temporary/Seasonal and Emergency Only Use, and a subsequent Amendment No. 1 on April 19, 2017 that allowed the City to use the existing 2" wholesale connection full-time until a permanent wholesale agreement was executed. The 75 meters are located within the PUD's service area, not the City's retail water service area. As such, these meters are expected to be served by the PUD or groundwater wells in the future. In general, there are currently no PUD water mains extended to these properties.

Due to the length of the water transmission main, it has been difficult at times to maintain a strong chlorine residual during the warmer summer months. The City is currently working with the PUD to install a second master meter or chlorine injection site (location to be determined) to introduce fresh water or chlorine back into the system. This would eliminate the issue, and provide a back-up water supply in the event of a transmission main failure.

The PUD engaged Financial Consulting Solutions Group (FCS Group) from Redmond, Washington, to develop a wholesale water rate for serving the City's customers located on the transmission main. This wholesale rate study evaluated the rate outcome of the City entering into a capacity leasing agreement with the PUD. Under the terms of this arrangement, the City would pay for access to capacity made available by the PUD for a period agreed upon by both parties. Absent a permanent commitment of service, the City would not pay a connection charge to the PUD.

The City's lease payments would be based on an equitable allocation of the PUD's operating and maintenance (O&M) costs, plus a capital cost recovery based on the original cost of capital investment committed to the City's service. The "capital cost recovery" includes two components: depreciation of fixed assets, and capacity rental.

WHOLESALE RATE COST BASIS

- Operating Costs. The City is allocated a share of O&M costs based on the following principles:
 - ♦ The PUD's budgeted non-labor expenses were adjusted by a realization factor of 97.85 percent to account for historical trending between budget and actuals.
 - ♦ Taxes were not allocated to the City, as RCW 82.16.050 (2) provides a tax deduction for revenues received from the sale of water for resale; therefore, the PUD can deduct the City's payments from its taxable revenues.
- Costs were separated between direct and indirect expenses:
 - ♦ Direct Expenses. Direct expenses were separated between fixed and variable costs. Fixed costs related to cross charges from the electric utility, meter reading, and postage were allocated based on the City's share of accounts, or 0.01 percent. The remaining fixed costs were allocated to the City based on its share of net rate base, 0.24 percent.
 - ♦ Indirect Expenses. Indirect expenses were divided by direct O&M costs to derive an overhead markup, which was applied to the direct O&M costs allocated to the City.
- Depreciation. The rate structure recovers a share of depreciation on assets that provide service to the City.
- Capacity Rental. The capacity rental component was determined by applying a weighted average cost of capital (WACC) to the general facilities charge (GFC) that the City would have paid under a typical wholesale agreement with the PUD. The GFC amount would be equal to 75 connections (assumed one connection is one equivalent residential unit).

WHOLESALE RATE CALCULATION

The PUD may choose to collect the rates through either fixed and variable charges, or a 100% variable structure, which is consistent to its existing wholesale rate structures with other wholesale customers.

Exhibit 1.1 shows the 2017 rate calculation through both a fixed and variable structure, as well as a fully variable structure. Under the fixed and variable option, fixed charges recover fixed O&M, depreciation and capacity rental costs. A unit of water is measured per 100 cubic feet (or CCF).

Exhibit 1.1: Calculation of 2017 Wholesale Rate

Description	City
O&M	
Fixed	\$4,356
Variable	\$85,708
Depreciation	\$8,362
Capacity Rental	\$11,534
Total Cost Basis	\$109,959

CONSENT ITEM 9b.

Fixed and Variable Rate	
Fixed Costs	\$24,251
Accounts	1
Monthly Fixed Charge	\$2,020.92
Variable Costs	\$85,708
Consumption (ccf)	38,616
Variable Charge - \$/ccf	\$2.22

100% Variable Rate Option	
Total Costs	\$109,959
Consumption (ccf)	38,616
Variable Charge - \$/ccf	\$2.85

The current wholesale rate for the City is \$3.24 per CCF. Using 2018 utility billings, Exhibit 1.2 shows the 2018 annual rate total calculation through both a fixed and variable structure, and a fully variable structure as shown in Exhibit 1.1.

Exhibit 1.2: Calculation of 2018 Wholesale Rate

2018 Wholesale Rate Calculations				
Billing Dates	Consumption CF	Current Rate	Proposed Fixed & Variable Rate Option	Proposed 100% Variable Rate Option
January	3,146	\$10,193.04	\$9,005.04	\$8,966.10
February	2,308	\$7,477.92	\$7,144.68	\$6,577.80
March	1,972	\$6,389.28	\$6,398.76	\$5,620.20
April	2,464	\$7,983.36	\$7,491.00	\$7,022.40
May	2,575	\$8,343.00	\$7,737.42	\$7,338.75
June	2,586	\$8,378.64	\$7,761.84	\$7,370.10
July	3,916	\$12,687.84	\$10,714.44	\$11,160.60
August	4,217	\$13,663.08	\$11,382.66	\$12,018.45
September	4,820	\$15,616.80	\$12,721.32	\$13,737.00
October	3,707	\$12,010.68	\$10,250.46	\$10,564.95
November	3,037	\$9,839.88	\$8,763.06	\$8,655.45
December	1,826	\$5,916.24	\$6,074.64	\$5,204.10
Total 2018	36,574	\$118,499.76	\$105,445.32	\$104,235.90

Example Calculation from January 2018:

Total used CCF: $314,600/100 = 3,146$ Cubic Feet (CF)

Current Rate: $\$3.24 \times 3,146 \text{ CF} = \$10,193.04$

Fixed & Variable Rate: $\$2.22 \times 3,146 + \$2,020.92 = \$9,005.04$

100% Variable Rate: $\$2.85 \times 3,146 = \$8,966.10$

CONSENT ITEM 9b.

WHOLESALE RATE SUMMARY: At this time, staff recommends the 100% Variable Rate Option for this Agreement, which is currently \$2.85 per CCF, based on the long-term goal of reducing the City's total wholesale water purchases over time. The annual savings to the water fund is approximately \$14,000. (See Attachment B for the proposed Wholesale Water Agreement between Public Utility District No. 1 of Snohomish County and City of Snohomish.)

RECOMMENDATION: That the City Council **AUTHORIZE** the Mayor to sign and execute a **Wholesale Water Agreement with Public Utility District No. 1 of Snohomish County.**

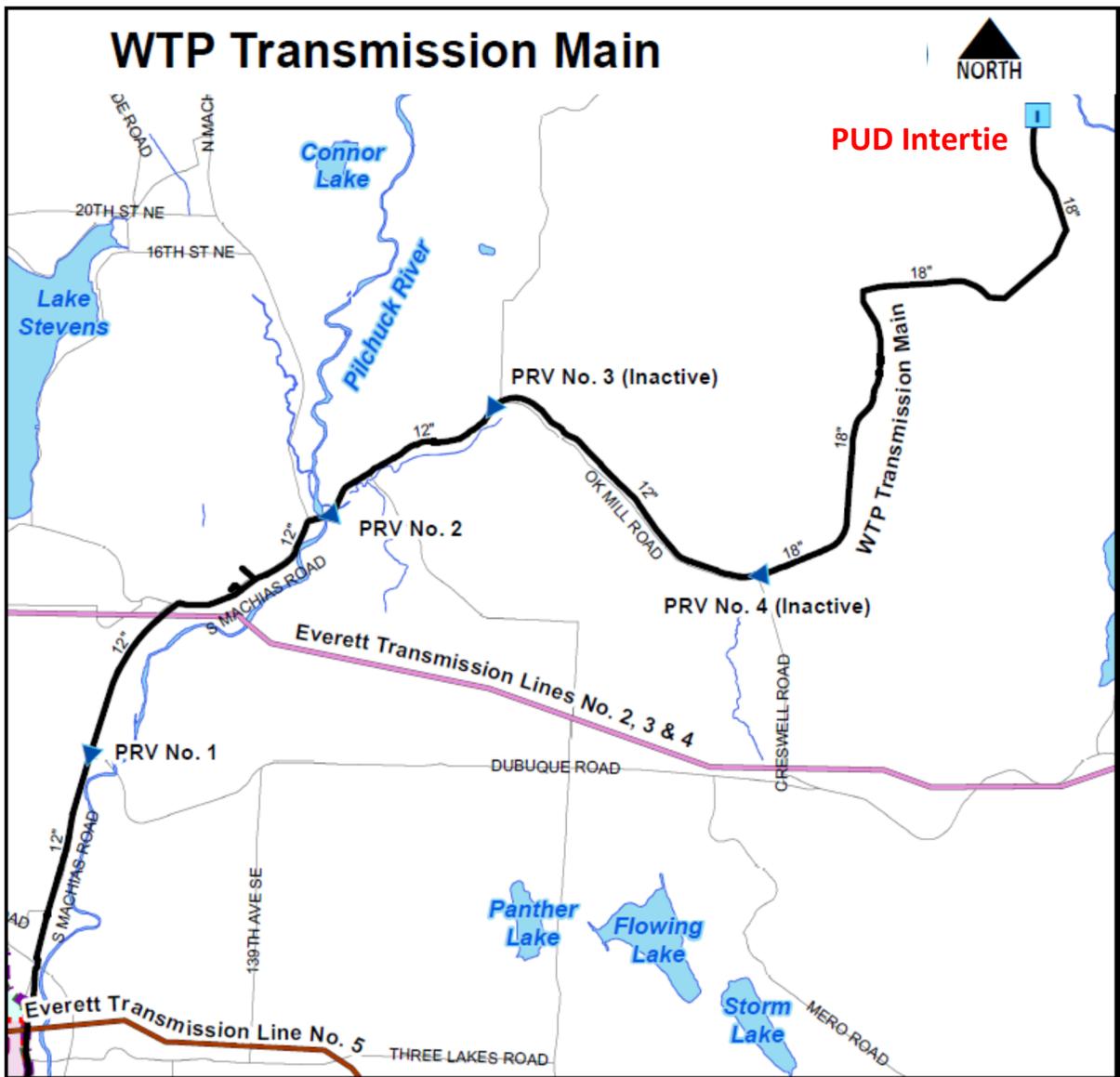
ATTACHMENTS:

- A. Map showing an overview of the transmission main location.
- B. Wholesale Water Agreement between Public Utility District No. 1 of Snohomish County and City of Snohomish

ATTACHMENT A

City of Snohomish

Water Transmission Main
from PUD Intertie to the City of Snohomish
(Approximately 14.7 miles)



City of Snohomish

ATTACHMENT B

**WHOLESALE WATER AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND CITY OF SNOHOMISH**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (the "District"), and the City of Snohomish, a Washington municipal corporation (the "City"). The District and the City are also referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the City and the District previously entered into a Wholesale Water Agreement (the "2012 Agreement") on April 17, 2012, that allowed for Temporary/Seasonal and Emergency Only Use, and subsequent Amendment No. 1 (the "Amendment") to said 2012 Agreement on April 19, 2017, that allowed the City to use the existing 2" wholesale connection full-time until a permanent wholesale agreement was executed; and

WHEREAS, it was agreed that the 2012 Agreement and subsequent Amendment to the 2012 Agreement shall remain in effect through 2018, and thereafter with an option to extend the term one year by mutual agreement; and

WHEREAS, the District and the City have worked in good faith to negotiate the terms of the new full-time water supply agreement; and

WHEREAS, the City's wholesale water supply needs have changed since the previous Agreements; and

WHEREAS, the City decommissioned its Water Treatment Plant Facility in February 2017, and said Facility was an integral part of its water supply infrastructure that provided water service to approximately 75 customers along its transmission main ("Transmission Main Customers") and the southern portion of the City (the "218 Zone"); and

WHEREAS, the City has reconfigured its water system to serve the 218 Zone with water supply from the City of Everett Water Transmission Main No. 5; and

WHEREAS, the City now desires to utilize the District water supply full-time for resale to its Transmission Main Customers and as redundant supply, as needed, for the 218 Zone; and

WHEREAS, the City may desire in the future to have additional points of connection between its water system and the District water supply full-time for redundancy; and

CONSENT ITEM 9b.

WHEREAS, the City desires to purchase water wholesale from the District for said purpose and the District is willing to sell water wholesale to the City, for said purpose, under the terms of this Agreement; and

WHEREAS, the Parties agree that it is in the best public interest to do so; and

WHEREAS, the Parties mutually desire to replace the 2012 Agreement and Amendment in their entirety with this new Agreement.

NOW, THEREFORE, for the mutual benefits to be derived, the Parties agree as follows:

Section 1 – Definitions

As used in this Agreement, the following words and phrases shall have the meanings indicated below unless the context shall clearly indicate that another meaning is intended.

1.1 Average Daily Demand: shall mean the total annual amount of water received by the City from the District (in cubic feet), divided by the number of days the use occurred in that year.

1.2 Cubic Foot: shall mean a unit of measurement of water equal to 7.48 gallons.

1.3 Equivalent Residential Unit ("ERU"): shall mean the volume of water demand and use deemed and agreed by the District and the City to be characteristic of a single-family residential unit, and, notwithstanding any provision to the contrary in the District's Policies Manual, shall equal an average water consumption of 800 cubic feet per month. A single-family residential unit shall include, for example, but not be limited to, an apartment unit, a condominium unit, a single-family house, and/or each discrete living unit of a multiplex residential structure. ERUs applicable to non-residential water users shall be as established in Appendix B of the District's Policies Manual.

1.4 General Facilities Charge ("GFC"): shall be that charge normally levied per ERU for a customer's hook-up to the City's water system, representing a proportionate share of the cost of providing the additional source, storage, and transmission components necessary to provide service to the new customers. Due to the unknown nature of the City's future service to its current Transmission Main Customers, the GFC charge shall in the case of this Agreement be waived in lieu of a capacity leasing agreement whereas the City agrees to pay for access to capacity being made available by the District on a per one hundred cubic feet (CCF) basis.

1.5 Master Meter: shall mean the water volume measuring device and appurtenances, including a City owned, operated, and maintained pressure reducing valve and double check backflow prevention assembly, at the point of connection with the City's water system. Master Meter sites constitute the line of demarcation and the location of each point of delivery between the

CONSENT ITEM 9b.

District's water system and the City's water system. There is one existing Master Meter located in the vicinity of the City's 18" asbestos cement transmission main on Robe Menzel Road some 675 feet northwest of its intersection with 29th Place NE, as shown on Exhibit A, and referred to as the "Primary Master Meter." Additional Master Meters may be installed in the future at such mutually acceptable locations if: 1) the District agrees that it is reasonably necessary to enhance the City's water system; and 2) the Primary Master Meter remains in service. The Master Meter(s) shall be owned and maintained by the District, provided, however, that all costs associated with the installation of a new Master Meter and appurtenances shall be borne solely by the City or its agent.

As a condition of water service under this Agreement, the Primary Master Meter shall not be removed or abandoned except as deemed necessary by the District for maintenance, repair and/or replacement. All other points of delivery of water through Master Meters shall be ancillary to the Primary Master Meter. All costs associated with the removal and abandonment of any Master Meter shall be borne solely by the City.

1.6 May: shall mean permissive.

1.7 Peak Day Demand: shall mean the amount of water purchased by the City from the District (in cubic feet) on the day of each year on which the City receives the greatest amount of water from the District.

1.8 Peaking Factor: shall mean Peak Day Demand divided by Average Daily Demand.

1.9 Policies Manual: shall mean the current version of the District's *Policies and Procedures Manual for the Administration of Water Services*, as may be amended by the District from time to time.

1.10 Shall: shall mean mandatory.

1.11 Snohomish Water Service Area: shall mean that area identified in the December 2010 edition of the North Snohomish County Coordinated Water System Plan as the City's water service area, plus any real property which is added to the City's water service area through subsequent amendments to the Coordinated Water System Plan.

1.12 Year: shall mean a 365-day time period and represent the time from the date of the official execution of the Wholesale Water Agreement or from a future annual anniversary of this date, to a date 365 days later.

Section 2 - Delivery and Use of Water

The District shall deliver water to the City for resale to its Transmission Main Customers and as redundant supply for the 218 Zone, and the City shall pay the District for the delivery of water.

Section 3 – Point of Delivery

The water shall be delivered and measured through the Master Meter(s). The line of demarcation and “Point of Delivery” between the District’s water system and the City’s transmission main shall be the Master Meter(s).

Section 4 – Quantity, Pressure and Reliability

4.1 The District shall attempt at all times to provide water to the City at a hydraulic grade line elevation between 790 feet and 811 feet above mean sea level at the Primary Master Meter connection. Additional future hydraulic grade line elevations shall be determined upon the location of any future Master Meter(s), if deemed necessary by the District. The District's system will have sufficient storage and hydraulic capacity to supply water to meet the City’s intended use as agreed to and described herein, subject to forces or conditions beyond the reasonable control of the District.

4.2 It shall be the responsibility of the City to install and maintain such control valves and appurtenances as may be needed to regulate the pressure to conform to the needs of the City's water system and customers. Such valves and appurtenances shall be solely owned by the City. The District shall not be responsible for any loss or damage related to failure of the City to install and maintain all control valves required for system and customer protection.

4.3 The District's system will be designed, maintained and operated by the District in a manner consistent with municipal water system standards and applicable rules and regulations in order to provide reliability of service to the City. However, it is understood and agreed that the District can make no guarantee as to pressure, quantity, or continuity of service because of the possibility of accidents or unforeseen failures to the District's or City of Everett's water systems. The District shall not be liable for losses or damage from a deficiency or failure to supply water due to accidents, acts of God, and any other forces or conditions beyond the reasonable control of the District. In the event of an emergency or other necessity that may disrupt service to the City, the District shall immediately notify the City through verbal or telephone contact and shall restore service and make water available as soon as it can reasonably do so.

4.4 In the event of scheduled maintenance, alterations, extensions, or connections, the District shall provide written notice to the City, and schedule such work to minimize the potential disruption of service to the City.

Section 5 – Water Quality

The water supplied by the District to the City under this Agreement shall meet all state and federal drinking water standards at the Point(s) of Delivery. The City, to the extent allowed by law, shall be responsible for maintaining water quality beyond the Point(s) of Delivery and assurance of compatibility of delivered water with that supplied by the City; and the City shall hold the District harmless from and against any claims, losses, or damages arising from or relating to the introduction into its system of water or other substances beyond the Point(s) of Delivery.

Section 6 – Wholesale Water Rate and Billing

6.1 Wholesale Rate. Rates for water delivery service under this Agreement shall be established by the District’s Board of Commissioners. (For ease of reference, this current rate is set forth in District Resolution No. _____, as \$2.85/CCF.) The City has selected the 100% Variable Rate.

6.2 Wholesale Rate Adjustments. The wholesale water rate per CCF may be adjusted by the District’s Board of Commissioners from time to time. It is anticipated that the wholesale rate will be reviewed and adjusted at least every four (4) years or as necessary based on changes including, but not limited to, the District’s overall operating expenses, the facilities required to serve the Master Meter(s) and the number of Master Meters, the number of customers served from the Master Meter(s), total capacity required by the City, cost of purchased water from the City of Everett, utility taxes, and cost of power. Future adjustments to the wholesale water rate shall be set forth in the District’s Policies Manual.

6.3 Although it is not the District’s intent to adjust the wholesale water rate more than one (1) time per year and notwithstanding anything else to the contrary herein, should the purchase cost of water to the District increase or decrease at any time during the term of this Agreement, such change in cost per 100 CCF of water shall be reflected by a corresponding equal increase or decrease in the wholesale water rate, effective upon the date such change becomes applicable to the District. The District shall provide notice to the City of the increase or decrease in the wholesale water rate as set forth in this Section.

6.4 The District reserves the right to alter the methodology of calculating the rate. The District shall provide the City at least 60 days’ notice prior to implementing any proposed change to the City’s wholesale water rate.

6.5 Billing Period. The Master Meter(s) shall be read by the District and the results recorded at the end of each monthly billing cycle. Billing to the City will be issued on a monthly basis. Payment to the District shall be due within thirty (30) days of issuance of the billing invoice. A payment shall be deemed delinquent if more than ten (10) days past due. Delinquent wholesale

CONSENT ITEM 9b.

water charge amounts shall accrue interest on the unpaid balance, from the date of delinquency until paid, at the rate of one percent (1%) per month, or twelve percent (12%) per year.

Section 7 – Administrators

Each Party to this agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

District’s Initial Administrator:

*Brant E. Wood, P.E.
AGM Water Utility
Snohomish County PUD No. 1
PO Box 1107 ms/l
Everett, WA 98206-1107*

City’s Initial Administrator:

*Steve Schuller / City Administrator
& Utility General Manager
City of Snohomish
PO Box 1589
Snohomish, WA 98291*

Each Party may change its Administrator at any time by delivering written notice of such Party’s new Administrator to the other Party.

Section 8 - Term

This Agreement shall be effective from the date of execution by authorized representatives of both Parties hereto. This Agreement shall continue in effect through December 31, 2040, unless earlier terminated by written mutual agreement of the Parties or upon three (3)-years written notice by either Party; PROVIDED, that the term of the Agreement may be extended or renewed for up to five (5) additional years by written notice from the City to the District.

Section 9 - Use of City's Existing Water Sources

It is understood that the City decommissioned its Water Treatment Plant Facility in February 2017, and on December 13, 2019, placed its water rights in Trust with the Washington State Department of Ecology. The City shall continue to serve its customers within its retail water service area by water from its City of Everett water source and desires to utilize the District water supply full-time for resale to its Transmission Main Customers and as redundant supply, as needed, for the 218 Zone.

Section 10 - Future Capacity Changes

Should the City’s water supply require additional capacity in the future, all costs associated with additional capacity and meter upsizing shall be borne solely by the City. Any upgrades to the Master Meter(s) shall be per the District’s most current version of its “Water Resources Standards and Specifications for Design and Construction.” In addition, any desired increase in capacity by the

CONSENT ITEM 9b.

City will be subject to review and adjustment of the wholesale water rate as described in Section 6 above.

Section 11 - Master Meter

11.1 Access to each Master Meter and appurtenances shall be made available to the City at all reasonable times. The District shall check each Master Meter for accuracy on a frequency recommended by the meter manufacturer, as part of normal maintenance, and each Master Meter test data shall be available to the City at all reasonable times, upon request. The City may, in its sole discretion, with not less than five (5) days written notice to the District, conduct its own independent testing of each Master Meter for accuracy and shall provide the results to the District. All testing shall be performed by a District pre-approved independent third party that is a licensed and bonded contractor and/or consultant specializing in meter testing. If the independent test results reflect a material difference in the accuracy of the Master Meter(s) the District and City agree to meet in good faith in an effort to reach a fair and equitable adjustment to the amount billed to the City.

11.2 The City shall be responsible for the operation and ongoing maintenance of the pressure reducing valve and backflow prevention assembly installed downstream of each Master Meter as necessary to protect their transmission line and customers. The City shall at their sole cost have the backflow assembly tested by a Washington State Certified Backflow Assembly Tester on an annual basis and the results forwarded to the District no later than December 31st of each calendar year.

Section 12 - Notices

All written notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 7 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

Section 13 - Indemnity

13.1 Nothing herein shall be interpreted to create indemnity or cross indemnity agreements between the Parties. In the event of claim, loss or liability alleged to have arisen out of the ownership or operation of the District's water supply system or the City's water supply system, the Parties agree that their liability shall be borne in accordance with and as determined under applicable Washington State and federal laws.

CONSENT ITEM 9b.

13.2 Notwithstanding any other provision of this Agreement, neither the City nor the District shall be liable under or pursuant to this Agreement for any indirect, incidental, special, exemplary or consequential damages, including but not limited to damages for lost profits or benefits, even if such party has been advised of the possibility or existence of such damages.

Section 14 – Uncontrollable Forces or State or Federal Law Changes

Neither of the Parties hereto shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations by reason of uncontrollable forces or conditions, or material changes in Washington State or federal law. Parties rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force or condition, or material change in state or federal law shall exercise due diligence to deal with such uncontrollable force or condition with all reasonable dispatch and to take actions consistent with the purpose of this Agreement.

Section 15 – Severability

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

Section 16 – Assignment

Neither this Agreement nor any right or privilege herein shall be assigned by any Party without the written consent of the other Party.

Section 17 - Resolution of Disputes

The Parties may elect to submit any disputes to binding arbitration or other alternative dispute resolution measures agreeable to both Parties. Each Party agrees to bear its own costs, and any common costs of arbitration or alternative dispute resolution measure shall be borne by the Parties. Disputes between the Parties not submitted by mutual agreement to such an alternative process shall be resolved by application to the Superior Court of the State of Washington, with venue in Snohomish County. This Agreement shall be enforced and interpreted in accordance with the laws of the United States and the State of Washington. The prevailing Party in any dispute which proceeds to judgment in superior court shall be entitled to reasonable attorney fees and costs.

Section 18 – Exhibits

Exhibit “A” referred to in this Agreement, is attached hereto and incorporated herein as though fully set forth at each reference.

Section 19 – Miscellaneous

19.1 Headings. The headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

19.2 No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

19.3 Waivers. Except as otherwise provided herein or as agreed to by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified in this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Agreement.

19.4 Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19.5 Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.

19.6 Assignment and Subcontracts. Neither Party may assign this Agreement or assign or subcontract all or any part of such Party's rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Without in any way limited the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.8 Signature Authority. Each of the undersigned signatories represents and warrants that he or she has all necessary and proper authorization to execute and deliver this Agreement on behalf of the Party of which he or she is signing.

CONSENT ITEM 9b.

19.9 Rule of Construction. No provision of the Agreement shall be construed in favor or against either of the Parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2020.

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

CITY OF SNOHOMISH

By: _____
John Haarlow
General Manager/CEO

By: _____
John T. Kartak, Mayor

ATTEST

By: _____
Pat Adams, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Shawn J. Aronow
Assistant General Counsel

By: _____
Grant K. Weed, City Attorney

THIS PAGE LEFT BLANK INTENTIONALLY



CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
Advantage Building Services						\$4,550.00
73014	4875		06/15/2020	Deep Clean-City Facilities COVID-19	\$4,550.00	
All Battery Sales & Service						\$261.97
73015	800-10063219		06/15/2020	EP 59 compressor battery	\$133.17	
	800-10063420		06/15/2020	Roller battery	\$128.80	
Bay Alarm						\$103.74
73016	2785602005311		06/15/2020	Police alarm system tech support service.	\$103.74	
Bickford Motors						\$102.81
73017	1176582		06/15/2020	EP102 horn assy	\$55.00	
	1176779		06/15/2020	EP102 horn parts	\$47.81	
Central Welding Supply Inc.						\$19.49
73018	RN05200972		06/15/2020	Acetylene	\$19.49	
Comcast						\$152.21
73019	0755627 060320		06/15/2020	Camera-219 13th St	\$152.21	
Dell Marketing LP						\$173.01
73020	10397292769		06/15/2020	Warranty extension for HR manager PC.	\$173.01	
Dog Waste Depot						\$579.30
73021	337086		06/15/2020	Dog waste bags	\$579.30	
Eckstrom Industries, Inc						\$4,574.27
73022	58871		06/15/2020	Downturn vent	\$4,574.27	
Edge Analytical						\$111.08
73023	20-17579		06/15/2020	Labs	\$111.08	
Eurofins Eaton Analytical						\$850.00
73024	L0515755		06/15/2020	Eurofins UCMR4 Cyanotoxins	\$850.00	
Fast Signs						\$2,921.78
73025	471--23207		06/15/2020	Floor Clings Shop Safe Snohomish Covid19	\$2,921.78	
GCR Tires & Service						\$270.41
73026	801-55850		06/15/2020	EP28 mower tires	\$270.41	
Goldstreet Design						\$3,833.48
73027	2137		06/15/2020	Annual Water Quality Report	\$3,833.48	
Grainger Inc.						\$97.46
73028	9547823287		06/15/2020	Ear plugs, safety glasses	\$97.46	
IER Environmental Services, Inc.						\$1,398.75
73029	2020-8054		06/15/2020	Polymer	\$1,398.75	
J Thayer Company						\$300.01
73030	1456766-0		06/15/2020	Shop office supplies-folders,frame,ink	\$287.47	
	1458024-0		06/15/2020	Canned air	\$32.64	
	c1456766-0		06/15/2020	Refund-folders	(\$20.10)	
McClure & Sons						\$5,122.52
73031	PAA Pay Est 3 Retainage		06/15/2020	PAA Pay Est 3 Retainage	\$5,122.52	
McClure & Sons						\$97,327.84
73032	PAA Pay Est 3		06/15/2020	PAA Pay Est 3	\$97,327.84	
Method Barricade & Construction Supply LLC						\$131.04
73033	12938		06/15/2020	COVID-19 signs	\$131.04	
Motor Truck Inc.						\$1,520.55
73034	ES129018		06/15/2020	EP224-ECU work	\$1,520.55	
Pitney Bowes						\$434.23
73035	3311323510		06/15/2020	City Hall postage meter	\$434.23	

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
Puget Sound Energy						
	73036	228364 060820	06/15/2020	Hill Park LS PSE	\$39.14	\$360.67
		228570 060820	06/15/2020	Champagne LS PSE	\$39.14	
		229248 060820	06/15/2020	Clarks pond LS PSE	\$100.86	
		562024 060820	06/15/2020	Lincoln LS PSE	\$83.06	
		797589 060820	06/15/2020	Commercial LS PSE	\$85.07	
		997032 060820	06/15/2020	Shadowood LS PSE	\$13.40	
Rubatio Refuse Removal Inc						
	73037	3141035	06/15/2020	Container Rental	\$140.55	\$140.55
SHKS Architects						
	73038	20705	06/15/2020	City Hall/Engineering Bldg roof/seismic improv	\$3,275.00	\$3,275.00
Snohomish Auto Parts						
	73039	612786	06/15/2020	EP102 bulbs	\$12.67	\$117.66
		612824	06/15/2020	Socket	\$5.39	
		613203	06/15/2020	EP59 filters	\$87.70	
		613478	06/15/2020	Lube	\$11.90	
Snohomish County 911						
	73040	911 2587	06/15/2020	Dispatch Service Fees	\$12,532.93	\$12,532.93
Snohomish County Department of Public Works						
	73041	1000529820	06/15/2020	Signal Maintenance	\$1,542.85	\$1,542.85
Snohomish County Human Services						
	73042	1000530034	06/15/2020	Liquor Profits/taxes 1st Qtr 2020	\$724.01	\$724.01
Snohomish County PUD						
	73043	108661073	06/15/2020	2009-6790-9 Lighting	\$43.10	\$19,657.74
		115257878	06/15/2020	2014-4843-8 Lighting	\$25.09	
		125207784	06/15/2020	2000-9242-7 Lighting	\$67.04	
		125208509	06/15/2020	2006-6471-2 Pilchuck Park	\$287.74	
		125210777	06/15/2020	2012-9398-2 Signal	\$36.47	
		125211692	06/15/2020	2016-8521-1 Lighting	\$18.32	
		128483815	06/15/2020	2047-1765-6 Lighting	\$47.76	
		135101477	06/15/2020	2020-1133-4 Hill Park lower shelter	\$24.51	
		135105289	06/15/2020	2037-1090-0 Signal	\$47.63	
		138314397	06/15/2020	2020-8142-8 Signal	\$27.95	
		141620909	06/15/2020	2054-7868-8 Signal	\$67.91	
		141621557	06/15/2020	2031-6858-8 Lighting	\$31.59	
		141621558	06/15/2020	2035-0512-8 Hill Park Shelter	\$33.77	
		141624817	06/15/2020	2021-3717-0 Lighting	\$33.63	
		141624818	06/15/2020	2021-3914-3 Lighting	\$9.16	
		141624819	06/15/2020	2021-3915-0 Lighting	\$9.16	
		141624820	06/15/2020	2022-5054-4 Lighting	\$9.16	
		144955255	06/15/2020	2024-0450-5 Signal	\$44.45	
		144957012	06/15/2020	2026-7068-3 Lighting	\$1,100.01	
		144959153	06/15/2020	2028-9476-2 Lighting	\$56.61	
		151545454	06/15/2020	2201-7303-3 Lighting	\$51.81	
		151547689	06/15/2020	2025-1851-0 Signal	\$75.68	
		157991694	06/15/2020	2025-1183-8 Lighting	\$17.17	
		167612024	06/15/2020	2028-8206-4 Lighting	\$3,585.82	
		167612025	06/15/2020	2028-8208-0 Lighting	\$275.52	
		1900070313	06/15/2020	30000534 Emergency Intertie Water Use	\$13,630.68	
Snohomish County Sheriff's Office						
	73044	1000530047	06/15/2020	March 2020 Law Enforcement Services	\$275,494.00	\$531,493.00
		1000530048	06/15/2020	April 2020 Law Enforcement Services	\$255,999.00	
Sound Equipment Rental and Sales						
	73045	18368	06/15/2020	Boom Lift	\$1,722.20	\$2,152.75
		18378	06/15/2020	Breaker rental	\$430.55	
Sound Publishing						
	73046	EDH899129	06/15/2020	Ordinance Publication	\$39.82	\$878.23
		7984924	06/15/2020	Council Agenda Publication	\$728.00	
		EDH899525	06/15/2020	SDP19-0003 SEPA DNS	\$110.41	

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
Steuber Dist. Co.						\$130.93
73047		2891115	06/15/2020	Glyphosate	\$130.93	
Superior Restrooms						\$105.00
73048		A-9363	06/15/2020	Portable Toilet Farmers Market	\$105.00	
Tyler Technologies, Inc						\$275.00
73049		025-298609	06/15/2020	Training Incod 10-advanced reporting D Burton	\$275.00	
United Site Services						\$3,633.60
73050		114-10004693	06/15/2020	Centennial Trail	\$145.32	
		114-10442592	06/15/2020	South Zone Res Bathroom	\$110.56	
		114-10443270	06/15/2020	Porta-potty COVID-19	\$306.73	
		114-10449387	06/15/2020	Grant Funded Port A Toilet COVID-19	\$3,070.99	
Unum Life Insurance						\$157.00
73051		06012020	06/15/2020	LEOFF I LTC Medical	\$157.00	
US Bank CPS						\$239.84
73052		JK USBank MRSC ZYNXYH7LMBH	06/15/2020	Webinar - Fiscal Policies	\$35.00	
		JK USBank Amazon 6589061	06/15/2020	Guidebook Council Mtgs	\$27.25	
		JK USBank Jurassic Parliament 4185- 1874	06/15/2020	Webinar - Online Mtgs	\$17.00	
		RK USBank KitsapTractor IE00860	06/15/2020	EP122 wheels	\$160.59	
US Mower						\$230.20
73053		278870	06/15/2020	Rotarty blades for mower	\$230.20	
Utilities Underground Location						\$98.04
73054		0050217	06/15/2020	May locates	\$98.04	
Washington Tractor						\$1,069.79
73055		2080198	06/15/2020	Walk behind mower V Belt	\$104.64	
		2101565	06/15/2020	EP24 mower blades	\$169.24	
		2105469	06/15/2020	Mower blades	\$53.43	
		2110186	06/15/2020	Line trimmers	\$742.48	
WAVE						\$1,104.11
73056		103950001-0008171	06/15/2020	City Internet & phone services	\$1,104.11	
Weed, Graafstra & Associates, Inc. P.S.						\$9,277.50
73057		229 257 27	06/15/2020	Attorney Fees	\$9,277.50	
Xerox Corporation						\$229.22
73058		010496294	06/15/2020	City Hall new addition area printer.	\$76.25	
		010496295	06/15/2020	Engineering printer.	\$46.64	
		010496296	06/15/2020	Permit Counter Printer	\$59.47	
		010496298	06/15/2020	Engineering copier	\$15.50	
		0104966297	06/15/2020	Public Works Shop printer.	\$31.36	
ZiPLY Fiber						\$412.65
73059		060217-5 060120	06/15/2020	Communication	\$412.65	
Sorby, Anna						\$595.88
73060			6/15/2020	UB Refund-330 Meadow Place	\$595.88	
Allstream						\$100.63
73061		16900064	06/24/2020	City Hall analog line.	\$100.63	
H.B. Jaeger						\$170.73
73062		U2016025174	06/24/2020	Septic supplies for the Ludwig rental house	\$170.73	
Inland Environmental Resources, Inc.						\$10,042.03
73063		2020-1775	06/24/2020	Magnesium Hydroxide	\$10,042.03	
Puget Sound Energy						\$152.13
73064		228786 060820	06/24/2020	Engineering	\$53.24	
		294678 060820	06/24/2020	City Hall	\$98.89	

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total	
Snohomish County PUD							
	73065	100434780	06/24/2020	2013-0236-1 PW Shop	\$254.42	\$1,820.82	
		105366912	06/24/2020	2005-6202-3 Shop Portable	\$57.69		
		108667460	06/24/2020	2010-7611-4 Police Station	\$356.44		
		108670615	06/24/2020	2008-6552-5 Signal	\$40.63		
		111962384	06/24/2020	2034-8411-8 Engineering	\$39.38		
		118578440	06/24/2020	2015-4931-8 Lighting	\$39.38		
		131803657	06/24/2020	2003-4692-2 VIC	\$112.97		
		135107662	06/24/2020	2223-1174-8 Lighting	\$18.32		
		154796570	06/24/2020	2039-3732-1 CSO LS PUD	\$372.84		
		157995548	06/24/2020	2203-2270-5 City Hall	\$415.01		
		164387228	06/24/2020	2049-0762-0 Signal	\$53.28		
		167615711	06/24/2020	2200-3863-2 Shadow PUD	\$60.46		
Sound Telecom							
	73066	000017-085-511	06/24/2020	Standby Phone	\$146.54		\$146.54
Top Notch Towing							
	73067	13695	06/24/2020	EP224 towing	\$272.50	\$272.50	
U.S. Bank N.A - Custody							
	73068	050120-053120	06/24/2020	Safekeeping	\$84.00	\$84.00	
US Bank CPS							
	73069	AR USBank Safeway 00047354	06/24/2020	Safeway - UCMR4 sample Ice	\$2.99	\$3,885.84	
		AR USBank Safeway 015358	06/24/2020	Ice for UCMR4	\$3.00		
		BW USBank MRSC PRA29-062020-2094	06/24/2020	MRSC Webinar Reg.-Whitson	\$35.00		
		CS USBank McDaniel A25013	06/24/2020	Trimmer line	\$43.67		
		CS USBank McDaniel A20353	06/24/2020	Grafitti removal	\$17.43		
		DA USBank Comcast 0731347050220	06/24/2020	2nd & D Camera	\$130.05		
		DA USBank Comcast 741668 050720	06/24/2020	Bickford Camera	\$130.01		
		DA USBank McDaniel A30848	06/24/2020	Concrete Mix -Sign	\$38.11		
		DA USBank McDaniels A35371	06/24/2020	Office supplies	\$26.19		
		DD USBank Home Depot 4012995	06/24/2020	Gen Trailer Parts	\$68.00		
		DD USBank MCDaniel A23388	06/24/2020	Paint	\$6.54		
		DD USBank McDaniels A25165	06/24/2020	New Genset parts	\$15.03		
		DL USBank Comcast 0892709050220	06/24/2020	Internet Service WWTP	\$111.22		
		DL USBank Home Depot 2180877	06/24/2020	Plants	\$137.44		
		DL USBank Home Depot 1524945	06/24/2020	Door mat, cord reel	\$100.41		
		DL USBank Home Depot 7625023	06/24/2020	Bolts	\$18.98		
		DL USBank Home Depot 8511106	06/24/2020	Rake/Signs	\$53.40		
		DL USBank McDaniel A31547	06/24/2020	Weed Eater	\$775.29		
		DL USBank Safeway 870001	06/24/2020	DI Water	\$80.51		
		DLg USBank Zoom INV24379286	06/24/2020	COVID-19, Zoom large meeting room add-on license.	\$26.41		
		DLg USBank Agile IT 229782	06/24/2020	City online email services licenses.	\$680.00		
		DLg USBank Agile IT 229860	06/24/2020	City online email service licenses.	\$680.00		
		DLg USBank Zoom INV24372467	06/24/2020	COVID-19, Zoom webinar 500 plan.	\$152.88		
		JH USBank McDaniels A30064	06/24/2020	Park trucks	\$86.76		
		JH USBank Home Depot 3510580	06/24/2020	EP-45	\$66.49		
		JP USBank Ewing 11824100	06/24/2020	Park supplies- Produce Herb (Pesticide)	\$48.57		
		JP USBank Ewing 11824223	06/24/2020	Park supplies	\$164.82		
		JP USBank Home Depot 5181564	06/24/2020	Blade/batteries	\$75.60		
		KS USBank COMSERV 000888	06/24/2020	Scan & Email Park Ave Utility Drawing	\$2.72		
		KS USBank UPS Store 040599	06/24/2020	24 x 36 Blueprint Land Use Sign	\$6.56		
		KS USBank UPS Store 051267	06/24/2020	24 x 36 - Park Ave Utility Drawing	\$6.56		
		LB USBank Fred Meyer 028749	06/24/2020	Labels, markers- COVID-19	\$8.92		
		LB USBank Home Depot 4613268	06/24/2020	Storage totes/ janitorial supply COVID-19	\$68.13		
		LB USBank Home Depot 8613946	06/24/2020	Tote, hook- COVID-19	\$12.30		
		PA USBank Snohomish Auto Parts 613752	06/24/2020	Genset parts	\$247.65		
		RK USBank Home Depot 4012935	06/24/2020	Electrical tape	\$21.73		
		RK USBank Home Depot 8013843	06/24/2020	Mechanic phone charger	\$17.97		
		RK USBank Home Depot 8093633	06/24/2020	PVC parts for water wand	\$29.67		
		RK USBank McDaniels A30035	06/24/2020	Fasteners	\$3.06		
		RK USBank Snohomish CoOp 0041500	06/24/2020	EP10 unleaded	\$45.61		

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
		SC USBank Home Depot 7625019	06/24/2020	Timer for men's restroom at City Hall	\$36.00	
		SC USBank Home Depot 7111151	06/24/2020	Return-polycarbonate sheets for City Hall COVID-19	(\$820.14)	
		SC USBank McDaniels A23852	06/24/2020	Double back tape for COVID-19 signs	\$15.24	
		TJ USBank Pizza Brava 423868	06/24/2020	Dinner for Staff - Protesting Response	\$45.84	
		USBank WP CompServ 000882	06/24/2020	Posters for Safe Entry Shop Safe Snohomish- COVID-19	\$354.90	
		WP USBank Staples 017291	06/24/2020	Rubber bands to bundle Shop Safe Snohomish Toolkit	\$8.32	
VOID						\$0.00
73070		VOID	06/24/2020		\$0.00	
Verizon Wireless						\$3,099.94
73071		9856067640	06/24/2020	Communication/Cell Phones	\$3,099.94	
Ziplay Fiber						\$349.34
73072		10718-5 061520	06/24/2020	Feb-June 2020 360-568-5302 Gate Line	\$349.34	
Swanson, J David						\$386.97
73073			06/23/2020	UB Refund	\$386.97	
Salazar, Heather						\$41.97
73074			06/23/2020	UB Refund	\$41.97	
Scholl, Deanna						\$200.00
73075			06/23/2020	UB Refund	\$200.00	
Zion Lutheran Church						\$293.28
73076			06/23/2020	UB Refund	\$293.28	
Swanson, J David						\$454.39
73077			06/23/2020	UB Refund	\$454.39	
Jones, Kendall						\$33.47
73078			06/23/2020	UB Refund	\$33.47	
Occupant - Mary Wills						\$50.00
73079			06/23/2020	UB Refund	\$50.00	
VOID						(\$4,574.27)
73022		VOID	06/29/2020		(\$4,574.27)	
Accord Contractors, LLC						\$9,982.06
73080		Pay Est 5 Retainage	06/29/2020	Carnegie Project Pay Estimate 5 Retainage	\$9,982.06	
Accord Contractors, LLC						\$208,026.07
73081		Pay Est 5	06/29/2020	Carnegie Project Pay Estimate 5	\$208,026.07	
ARC Architects, Inc						\$9,894.94
73082		2017018.000 24	06/29/2020	ARC Design - Carnegie	\$9,894.94	
Automatic Funds Transfer Services, Inc						\$711.06
73083		116187	06/29/2020	Printing/Postage for utility bills May	\$711.06	
Canon Financial Services, INC						\$122.77
73084		215763666	06/29/2020	Printer Contract	\$122.77	
Chemsearch						\$144.14
73085		7005280	06/29/2020	Bugs at Rainbow LS	\$144.14	
City of Everett Utilities						\$48,510.53
73086		010157 061720	06/29/2020	Utilities-Water	\$41,835.52	
		010164 061720	06/29/2020	Utilities-Water	\$464.73	
		016739 061720	06/29/2020	Utilities-Water	\$1,165.54	
		017410 061720	06/29/2020	Utilities-Water	\$1,342.74	
		019546 061720	06/29/2020	Utilities-Water	\$3,702.00	
Core & Main LP						\$4,363.63
73087		M490821	06/29/2020	Meters	\$2,424.24	

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
		M490834	06/29/2020	Meters	\$1,939.39	
Daily Journal of Commerce						\$751.80
73088		3358923	06/29/2020	Utility Improvements Professional Services RFQ Ad	\$751.80	
VOID						\$0.00
73089		VOID	06/29/2020		\$0.00	
H.B. Jaeger						\$1,815.93
73090		U2012031903	06/29/2020	Polly and risers	\$346.44	
		U2016027652	06/29/2020	Pump	\$912.24	
		U2016027882	06/29/2020	Pipe for Cypress	\$557.25	
Hach Chemical						\$2,066.52
73091		12006828	06/29/2020	Lab Supplies	\$836.92	
		12008757	06/29/2020	Lab Supplies	\$1,229.60	
Huber Technology Inc						\$578.76
73092		CD10019925	06/29/2020	Continuous Bags	\$578.76	
Krazan & Associates, Inc						\$385.00
73093		INV I616735-11643	06/29/2020	Materials Testing	\$385.00	
Lakeside Industries						\$91.74
73094		125881	06/29/2020	Patching	\$91.74	
Method Barricade & Construction Supply LLC						\$1,646.54
73095		12971	06/29/2020	Bickford Ave Replacement Sign	\$655.55	
		12979	06/29/2020	Park Signs - COVID-19	\$990.99	
P.F. Pettibone & Co						\$403.80
73096		178830	06/29/2020	City Clerk's Office Supplies (min books & paper)	\$403.80	
Platt Electric Supply						\$154.75
73097		0L06662	06/29/2020	Hill Park timer (mag locks)	\$76.66	
		0L06665	06/29/2020	Ferguson Park (mag locks)	\$78.09	
Shred-It USA, Inc						\$85.99
73098		8129912658	06/29/2020	Document Management Services Police Dept	\$85.99	
Snohomish County District Court						\$1,785.12
73099		1000530330	06/29/2020	Case Filings May 2020	\$1,785.12	
Snohomish County Public Defender Association						\$10,285.31
73100		3093	06/29/2020	Indigent Defense Services	\$10,285.31	
Snohomish County PUD						\$17,214.40
73101		115266999	06/29/2020	2003-6860-3 Shop Pole Bldg	\$23.67	
		121892936	06/29/2020	2003-2517-3 N Zone Tank	\$22.33	
		125216754	06/29/2020	2015-4323-8 Terrace Inter-tie	\$23.67	
		135107663	06/29/2020	2223-2262-0 CSO Monitor Station	\$16.04	
		141630459	06/29/2020	2020-2130-9 North Meter	\$13,046.81	
		141630460	06/29/2020	2020-7399-5 South Meter	\$3,612.40	
		141634243	06/29/2020	2019-6552-2 Bonneville LS PUD	\$28.19	
		144968702	06/29/2020	2019-0873-8 Stone Ridge LS PUD	\$187.54	
		151553667	06/29/2020	2046-3566-8 Trail House	\$26.01	
		154798983	06/29/2020	2040-1153-0 Clarkes Pond LS PUD	\$110.51	
		154801663	06/29/2020	2021-3383-1 Rainbow LS PUD	\$60.77	
		154801664	06/29/2020	2021-8402-4 Casino LS PUD	\$56.46	
Snohomish County Sheriff's Office Corrections						\$8,716.90
73102		2020-6363	06/29/2020	May 2020 Medical	\$1.50	
		2020-6381	06/29/2020	May 2020 Jail Service Fees	\$8,715.40	
Sound Publishing						\$398.20
73103		EDH899288	06/29/2020	Utility Improvements Professional Services RFQ Ad	\$343.90	
		EDH900747	06/29/2020	Public Hearing Notice	\$54.30	

CONSENT ITEM 9c.

Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

Name	Check #	Invoice#	Check Date	Description	Amount	Vendor Total
Southern Computer Warehouse						
73104		IN-000643707	06/29/2020	Replacement UPS for Shop server & switch.	\$693.97	\$693.97
Staples Advantage						
73105		3446381714	06/29/2020	Return Refund-Logitech H390 Headset	(\$261.97)	\$24.59
		3447919999	06/29/2020	Office Supplies	\$27.17	
		3447920002	06/29/2020	Replacement keyboards & mice for PC workstations.	\$155.06	
		3447920005	06/29/2020	COVID-19, mice for telework laptops.	\$34.16	
		3447920008	06/29/2020	COVID-19, mice for telework laptops.	\$34.16	
		3447920009	06/29/2020	Spare wireless mice.	\$36.01	
Steuber Dist. Co.						
73106		2892326	06/29/2020	Flower beds-Deadline MP 50# Blue	\$131.04	\$131.04
TranspoGroup						
73107		24847	06/29/2020	Bickford & Weaver Design	\$1,119.94	\$1,119.94
Tyler Technologies, Inc						
73108		025-300351	06/29/2020	Insite Annual Fee	\$1,200.00	\$1,200.00
United Site Services						
73109		114-10515603	06/29/2020	Pilchuck Julia Landing Porta Potty	\$748.79	\$748.79
US Bank CPS						
73110		CC USBank McDaniels A43012	06/29/2020	Concrete Mix	\$57.17	\$6,065.83
		CC USBank McDaniels A43124	06/29/2020	Concrete Mix	\$22.87	
		CS USBank McDaniel A36958	06/29/2020	Park stock	\$225.71	
		DA USBank Appliance Recycling 353803	06/29/2020	Fridge Disposal	\$26.95	
		DA USBank McDaniels A36160	06/29/2020	Fuel cap for loader	\$5.45	
		DA USBank McDaniels A37102	06/29/2020	Wrenches	\$105.89	
		DA USBank North Sound PN11418	06/29/2020	EP177 hoses/hand wipes	\$169.88	
		DD USBank Home Depot 1016575	06/29/2020	Conex roof fan	\$85.18	
		DD USbank McDaniel A38216	06/29/2020	Rat Bait/Trap	\$31.42	
		DL USBank Home Depot 2626731	06/29/2020	Vents	\$9.52	
		DL USBank Home Depot 3512453	06/29/2020	Vents	\$4.76	
		DL USBank Home Depot 8614896	06/29/2020	Vents	\$8.48	
		DLg USBank Zoom INV26634782	06/29/2020	COVID-19; Zoom online virtual meeting application.	\$163.76	
		JH USBank McDaniel A43053	06/29/2020	Park Stock	\$155.89	
		JP USBank Eckstrom 58871	06/29/2020	Downturn vent	\$4,574.27	
		JP USBank McDaniel A40815	06/29/2020	Park stock/flower beds	\$167.94	
		KA USBank UPS 012127	06/29/2020	Shipment/Calibration	\$16.54	
		LB USBank Amazon 2691402	06/29/2020	Dry Erase calendar	\$22.51	
		RK USBank McDaniel A34670	06/29/2020	2 speed dremel tool	\$79.71	
		RK USBank Home Depot 1131696	06/29/2020	Bits/chuck	\$22.79	
		RK USBank McDaniel A32169	06/29/2020	Fasteners	\$6.33	
		RK USBank Snohomish Coop 00044758	06/29/2020	EP59 diesel fuel	\$74.04	
		SS USBank Amazon 0157812	06/29/2020	Office Supplies City Administrator	\$28.77	
Verizon Wireless						
73111		9856315055	06/29/2020	CSO Monitor	\$24.06	\$24.06
Washington State Department of Ecology						
73112		RS-000000091	06/29/2020	2020 DOE NPDES Stormwater Permit Fee	\$4,682.00	\$4,682.00
Washington Tractor						
73113		2111511	06/29/2020	EP-28 Blades	\$234.10	\$489.92
		2111741	06/29/2020	EP20 parts	\$255.82	
Western Exterminator Company						
73114		5523566	06/29/2020	Pest control Police Department	\$382.20	\$382.20
					TOTAL:	\$1,075,978.71

CONSENT ITEM 9c.

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 #73014 through #73114 in the total amount of \$1,075,978.71 through June 29, 2020 are approved for payment on July 7, 2020.

Mayor

Councilmember

Councilmember

Councilmember