# CITY OF SNOHOMISH

***Founded 1859, Incorporated 1890***

**116 UNION AVENUE ▫ SNOHOMISH, WASHINGTON 98290 ▫ TEL (360) 568-3115 FAX (360) 568-1375**

## NOTICE OF REGULAR MEETING

## SNOHOMISH CITY COUNCIL

in the
George Gilbertson Boardroom
1601 Avenue D

**TUESDAY**
**July 19, 2016**
**7:00 p.m.**

## AGENDA

*Estimated time*

7:00 1. **CALL TO ORDER**

a. Pledge of Allegiance
b. Roll Call

2. **APPROVE AGENDA** contents and order

3. **APPROVE MINUTES** of the meetings of July 5, 2016

a. Workshop *(P.1)*
b. Regular Meeting *(P.7)*

7:05 4. **CITIZEN COMMENTS -** *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*

7:15 5. **PRESENTATION** – Snohomish Drug & Gang Task Force

6. **PUBLIC HEARINGS**

7:30 a. New Land Use – Community Based Theaters *(P.31)*

1) Staff presentation
2) Council's questions of staff
3) Citizens' comments
4) Close citizens' comments
5) Council deliberation and action – **ADOPT** Ordinance 2312

7:40 b. Deferral of School, Parks, and Traffic Impact Fees *(P.41)*

1) Staff presentation
2) Council's questions of staff
3) Citizens' comments
4) Close citizens' comments
5) Council deliberation and action – **ADOPT** Ordinance 2313

*Continued Next Page*

7:50 7. **ACTION ITEM - AWARD** Bid and **AUTHORIZE** City Manager to Sign Construction Contract with Taylor's Excavators, Inc., for the 30th Street Widening Project *(P.85)*

8. **DISCUSSION ITEMS**

8:00 a. Traffic Warrants Review *(P.91)*

8:05 b. Appointment of Pro-con Committee Related to the Fireworks Ballot Measure *(P.103)*

8:20 9. **CONSENT ITEMS**

a. **AUTHORIZE** payment of claim warrants #59006 through #59080 in the amount of $311,724.65 issued since the last regular meeting *(P.109)*

b. **AWARD** bid and **AUTHORIZE** City Manager to Sign Construction Contract with Thomco Construction, Inc., for the 2016 Utility Improvement Project *(P.119 )*

c. **AUTHORIZE** City Manager to Execute Professional Services Agreement with AECOM Technical Services for Construction Management Services for the 30th Street Widening Project *(P.123)*

d. **ACCEPT** Wastewater Treatment Plant Biosolids Removal and Reuse Project Closeout *(P.143)*

8:25 10. **OTHER BUSINESS/INFORMATION ITEMS**

8:35 11. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**

8:45 12. **MANAGER'S COMMENTS**

8:55 13. **MAYOR'S COMMENTS**

9:05 14. **EXECUTIVE SESSION** – Personnel and Potential Litigation

9:20 15. **ADJOURN**

**NEXT MEETING:** (*The August 2, 2016 regular meeting has been cancelled)* Tuesday, August 16, 2016, workshop at 6 p.m., regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

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

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

**Snohomish City Council Workshop Minutes**
**July 5, 2016**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council workshop to order at 6:00 p.m., Tuesday, July 5, 2016, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

**COUNCILMEMBERS PRESENT**
Derrick Burke
Karen Guzak, Mayor
Dean Randall
Tom Hamilton
Michael Rohrscheib
Lynn Schilaty
Zach Wilde

**STAFF PRESENT**
Larry Bauman, City Manager
Jennifer Olson, Finance Director
Steve Schuller, Deputy City Manager/PW Director
John Flood, Police Chief
Pat Adams, City Clerk
Denise Johns, Project Manager
Grant Weed, City Attorney

**SNOHOMISH COUNTY**
Steve Dickson, Special Projects Manager
Tom Teigen, Parks Director
Ryan Goodman, Project Manager

**CONSULTANTS**
Jack Molver, David Evans and Associates
Steve Durrant, Alta Planning and Design
Chris Saleeba, Alta Planning and Design

**OTHERS PRESENT**
Bruce Ferguson, Eastside Rail

2. **PRESENTATION -** Snohomish County Public Works Regarding Planning and Design for the South Connection of Centennial Trail (Snohomish to Woodinville)

Mr. Dickson stated this project has been a long time coming. He stated the parties have been discussing the Eastside Rail Corridor and extending the Centennial Trail for quite some time. In March 2016, the County was able to achieve a significant milestone and complete the acquisition of the rail corridor from the Port of Seattle, which will extend the Centennial Trail from the City of Snohomish all the way down to the King County line. The acquisition puts the County in a position to move forward with the design project of the trail. There are three key elements for the County to discuss with the City. The first is to preserve the twelve-mile corridor, the second is to design and construct an extension of the Centennial Trail and the third is provide for ongoing future rail. Mr. Dickson indicated public ownership of the trail is complete. Design is underway and the rail will continue to evolve.

The County was fortunate that it already had David Evans and Associates under contract for the design of the trail, as the acquisition process did take longer than anticipated. As soon as the County knew the acquisition would be final, they got David Evans underway in completing the design process. A key element of the trail design is that it is a shared corridor with the rail and both pedestrian and bicyclists will continue to be accommodated within the corridor.

The design team will be doing a lot of field work. There is twelve miles of rail corridor. The County has been looking at which side of the rail should the trail be on and what are the main constraints. They wish to have a discussion with the Council while they are in the design phase and obtain Council input on options and concepts. They particularly want to look at how the trail comes into the City across the river. Once you get to the other side of the valley, one side of the rail extends for ten miles down to beyond Maltby. There are some key elements of having to integrate the trail from the rail and into the City.

Mr. Tigen stated the Centennial Trail has become a very important recreational and transit corridor. Riding bikes is a huge business. Snohomish figured it out years ago. The trail and long term rail is important to economic development in this area. There are a number of businesses tied to the trail. People want to see the trail happen sooner rather than later adjacent to the tracks. They are also very committed to keeping rail too.

Mr. Molver stated his company has been under contract since mid-March. There has been a lot of ongoing field work. What they are trying to accomplish is a trail that has a uniform elevation with the track and a uniform offset with the track. So, it will be nice and gradual with a maximum trail experience for users. The issues that are upcoming is the investigation of the Snohomish River Bridge, which will consist of a structural assessment and a geotechnical assessment of the corridor which will begin this month. They made some good progress on the alignment so far. He noted the last piece from Lance Harvey's driveway at the south end of Harvey Airfield coming into town is a bit complicated because of the "Y." Any time a trail has to cross a track, it's something you really have to focus on.

Mr. Dickson noted this is not just a trail across the bridge, there is a very long anchored trestle that needs to be parallel with the trail.

Mr. Molver stated the point where the trestle crosses the main line to First Street is about 1,900 feet. That is a lot of bridge. He discussed one concept where a tourist train would stop on the trestle at the south end of the bridge. The trestle up to First Street would be used for passengers that are on the train who would then walk into town and there would be a parallel trail bridge on the east side of the trestle and then joined on the south end of the bridge. Trail users would merge with the train passengers. Another concept would be to have the train stop across the river and stop either north or south of First Street. This would involve the construction of a new trail bridge to the existing rail bridge. Cyclists could use the rail bridge. The width for bicyclists would be a little bit narrower than the rest of the trail. It's all subject to structural analysis. The train operator would have to manage the track on the trail and figure out a way to open it for trail users. The final option being presented is where the westbound "Y" is used for the tourist train and the trail would run along the existing trestle and bridge for exclusive trail use. This would probably be the least expensive alternative because there are fewer structures involved. These options would be subject to whatever is discovered from the structural analysis.

Mayor Guzak asked with the least expensive option, the train passengers would get off the train and then walk across the Avenue D bridge.

Mr. Molver noted there may be other options. He welcomes other ideas and noted they will be looking at this for many years. The options presented tonight just appear to make the make the most sense.

Mayor Guzak stated that Snohomish is very vested and hopeful for an excursion train. She noted Council will have a better idea of options once the structural analysis is complete, and a determination made whether the existing structure can accommodate an excursion train.

Councilmember Burke is curious about the trestle beams.

Mr. Molver stated they're okay. They were evaluated in 2014.

Mr. Dickson stated in reference to the excursion train, they know there is a higher standard of track required for passenger rail.

Mayor Guzak stated they have looked at ballpark figures at roughly $10 million to complete the required upgrades necessary to do an excursion train.

Mr. Dickson wanted to discuss the option of having an excursion train that runs once or twice per week and uses the bridge. This would require investing money to completely duplicate the structure, or there could be a shared use of the structure where it stops, the trail is cleared and the train proceeds across and the trail users get back on. It's one idea which would provide an option where you wouldn't have to completely duplicate the structure.

The first option presented where the trail joins the rail across the bridge and stops on an existing track south of river is not clearly an option until the structural evaluation is completed. So, they're not sure if you could run passengers across the existing bridge or not. If the existing bridge cannot be used, the question was asked what kind of investment would be needed to make that bridge suitable for passengers. Mr. Dickson doesn't have all the information yet. He knows it's been a very long time since trains actually ran across that bridge.

Mayor Guzak stated his estimation of an excursion train coming across the bridge once or twice a week is not enough.

Councilmember Schilaty thinks the option which provides for a dual use of the existing bridge is a possibility.

Mayor Guzak noted the lumber yard is now for sale and there may be potential for parking there. The public could possibly park there and embark on an excursion train and go south. It's an option, but that requires a purchase. However, if a little more land is required that might offset the cost of any upgrades.

Mr. Dickson noted there is a significant elevation difference between the mill site and the rail.

Councilmember Rohrscheib wanted to know whether or not the trestle is structurally sound before the Council decides which option is best. He doesn't see the shared use option going very well especially during the summer months with congestion. Also, if he took a train to Snohomish he wouldn't want to find out when he gets off the train that he would have to walk a considerable distance to get into the main area.

Mayor Guzak noted that a trolley would likely transport passengers.

Councilmember Rohrscheib noted that building a new bridge would be very expensive, he is in favor of the option which uses the existing trestle and bridge and the train stops west of Airport Way.

Mr. Molver stated the bridge is the focal point. It has the capacity for pedestrian traffic, open space and a festive atmosphere.

Councilmember Rohrscheib commented on the mixed use of bicyclists and pedestrian traffic.

Mr. Molver responded the shared use would be solely for cyclists, not pedestrians. The bridge would be widened for cyclists and there would be a trail for pedestrians.

Mayor Guzak mentioned the trail across the valley and asked if the trail would be on the elevated part of the valley too.

Mr. Molver stated the County is considering putting the trail on the ground where it doesn't flood very often. They initially thought it needed a trestle. However, after monitoring it for a number of years, there are long stretches where flooding isn't too bad.

Mayor Guzak asked how high will they have to elevate the trail.

Mr. Molver stated six inches is the tolerance level. There will have to be some fill in the floodplain.

Councilmember Rohrscheib asked about the "Y" in the trail and how to accommodate that.

Mr. Dickson stated the Y is where you turn a train around. From a regulatory standpoint, the issue is for a trail crossing the tracks.

Mr. Molver stated because of the right-of-way constraints, they thought about building the trail on the side of the road, but they didn't have any room to bring the trail around to cross the track at 90 degrees.

Mr. Dickson stated the ideal scenario would be to build a whole new trestle and bridge. However, that is the highest cost option. He stated a new bridge across the Snohomish River would likely be a $35 to $45 million project. This is not happening today and may come later. This is a project to possibly think of from a phasing standpoint. We'll build what we know is happening today, and add facilities and something new when it happens later.

He stated that Council may just want to get the trail in the ground in the shortest time possible, at the lowest cost possible without a tourist train, and build the trail above the existing trestle. That is the lowest cost option.

The next option is building a parallel trestle so you still have the option of bringing the train to the south side of the river, and not have to build a new bridge.

Mr. Dickson mentioned by next year, they would like to complete the environmental review process (SEPA). This project calls for alternate funding so they have to go through that process.

Councilmember Rohrscheib stated the Centennial Trail has lots of access points. He's not that familiar with the portion being discussed, and he wants to know where people would access the trail.

Mr. Tigen stated there are multiple points of ingress and egress along the river. There will be dedicated parking areas. County Park Rangers will patrol the trailheads.

Councilmember Schilaty doesn't want a new bridge constructed and doesn't want to change the look of the bridge. It's part of our City. She wants that to be considered when reviewing options. It's part of our City.

Mayor Guzak asked for a timeline in taking a closer look at the structural integrity of the bridge.

Mr. Molver stated the work will start next week.

Mayor Guzak stated once Council has that information, it will know better how to proceed.

Mr. Bauman asked about financing and how that applies to concept of phasing. He asked once the trail connection is made, how difficult will it be to use grant funds for future construction involving the bridge. He said once the connection is made, doesn't grant funding go away to build the second connection.

Mr. Dickson responded that is correct.

Mr. Dickson asked if the bridge isn't built or not running a train across the bridge would be a deal killer. He stated Council may decide that running a trail parallel to the existing trestle will be fine. The timeline could also be developed in some way that it would coincide with a passenger train. Mr. Dickson would like some direction.

Mr. Molver stated one of the options discussed in the 2011 report was the idea that the deck of the existing bridge and trestle be used for pedestrian and train use. Bicycles would jump off on the shoulder on the east side of Airport Way.

Councilmember Hamilton asked about widening Airport Way to accommodate bicycles.

Mr. Molver stated they have had a conversation about it but there has been no decisions made to date. They are looking at all the alternatives.

3. **ADJOURN** at 6:55 p.m.

APPROVED this 19th day of July 2016

| CITY OF SNOHOMISH | ATTEST: |
|---|---|
| _____ | _____ |
| Karen Guzak, Mayor | Pat Adams, City Clerk |

**Snohomish City Council Meeting Minutes**
**July 5, 2016**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, July 5, 2016, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

| **COUNCILMEMBERS PRESENT** | **STAFF PRESENT** |
|---|---|
| Derrick Burke | Larry Bauman, City Manager |
| Karen Guzak, Mayor | Grant Weed, City Attorney |
| Tom Hamilton | Jennifer Olson, Finance Director |
| Dean Randall | Steve Schuller, Deputy CM/Public Works Director |
| Michael Rohrscheib | John Flood, Police Chief |
| Lynn Schilaty | Pat Adams, City Clerk |
| Zach Wilde | Yoshihiro Monzaki, City Engineer |
| | Andy Sics, Project Engineer |

2. **APPROVE AGENDA** contents and order:

   Mayor Guzak added Legal Representation for the Mayor under New Business.

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

3. **APPROVE MINUTES** of the meetings of:

   a. June 7, 2016 Workshop
   b June 7, 2016 Regular Meeting
   c. June 21, 2016 Workshop
   d. June 21, 2016 Regular Meeting

   **MOTION** by Rohrscheib, second by Randall to approve the minutes of the June 7, 2016 Workshop and Regular Meeting, and the June 21, 2016 Workshop and Regular Meeting. The motion passed unanimously (7-0).

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

   Mayor Guzak stated the Council is comprised of seven elected councilmembers who make policy decisions and provide oversight and direction to staff. She introduced City staff. She stated there are copies of tonight's meeting agenda available on the table directly outside of the meeting room. Mayor Guzak explained the procedures for citizen comments. Citizens are given several opportunities to comment throughout the meeting. Citizens are asked to provide their name and address, which is optional. Comments are limited to three minutes and are managed by an electronic timer. Firstly, citizens will comment on items not on the agenda. Additional items where citizen comments are accepted include public hearings, action and discussion items. Citizen comments are not accepted under new business or consent items. Comments will be accepted after staff presentation and Council questions, and before Council deliberations. If there is time, the Council may address a citizen item under New Business. The Council may not have immediate answers to citizen questions, but will get back to them. She asked that citizens please respect the three minute time limit and issues of civility. Comments are not for having a debate or protracted dialogue. She stated each Councilmember brings a unique and individual viewpoint, but welcomes citizen

perspectives and information. The Council is here to serve all its citizens. Council and staff also respond to emails and telephone calls. The City website also provides an important way to access information.

**Bill Betten, 56 State Street,** stated July 4, 1776 - We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to affect their Safety and Happiness. July 5, 2016 - The people of this state do not yield their sovereignty to the agencies that serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may maintain control over the instruments that they have created. This is an RCW 42.17.251. Mr. Betten stated today we take a stand to uphold our unalienable Rights of Life, Liberty and the pursuit of Happiness. He asked who will stand with him.

**Morgan Davis, 206 Avenue I**, stated he has two requests to take up under New Business tonight. The first is a cannabis vote and second is his public records request of April 29. On the cannabis issue, he noticed on the door of the vacant retail store for rent at the 76 Building at Second and Avenue D, there is an application notice for recreational cannabis license approval from the Washington State Liquor and Cannabis Board. If it is approved by the State, then to avoid costly and possibly prolonged litigation, he requests the Council tonight move up its scheduled citywide cannabis vote from November 2017 to this year's presidential election on November 1. It will save the taxpayers lots of money. On the other issue, his public records request was not collectively requested with Ms. Hopkins. Dotzauer's high priced attorney had that backwards. Mr. Davis stated he applied for that request individually. He would like to have that corrected in the record for Mr. Bauman. Ron Dotzauer was paid by the City taxpayers $13,000 to get opinions from a few cherry picked citizens on how to improve transparency to the City and now Dotzauer's high priced legal team claim the privilege of keeping the focus group members names and addresses top secret. He stated for the past seven years, the Mayor has required him to state his name and address before he could give his opinion to the Council in front of God and everybody. He didn't receive $150 for each opinion like Dotzauer's focus group members received. Just think about it, Dotzauer was paid $13,000 to improve transparency, but he refuses to be transparent with the citizens on how he chose the focus group members and their names and addresses. Perhaps the Council can convince Mr. Dotzauer to quit being secretive and instead promote open government by being transparent with the names and addresses of the focus group members.

Mayor Guzak stated she would address those issues under New Business.

**Carroll Brown, 432 Avenue G,** stated he wanted to mention to the City Council how great a job he thinks they are doing. He has seen a great deal of adverse publicity in the newspapers lately, which he personally finds dismaying. He thinks this whole effort to recall the Mayor is boundless and not based upon facts, and he is sure the Prosecuting Attorney in the Superior Court will find that. He also finds this a tremendous waste of public resources to be going through this process. Mr. Brown commended the Council on their work and asked them to keep up the good job. He noted he was member of the Snohomish Jaycees when they proposed the City Manager concept of government. They door belled for that and convinced

the citizens of this City that it was the best type of government for a City this size and he remains convinced to this day. He knows this issue may be coming up and he wants to express his support for the current form of government. It was good at the time it was implemented, and in his opinion, it remains good today.

**Merle Kirkley, 304 Avenue A**, stated on August 2, it will be National Night Out. It is the first Tuesday night of the month. National Night Out is normally held in the various neighborhoods and hosted by the Public Safety Commission. This year, the United Methodist Church and the Bridge Church have volunteered to let the Commission use their properties. There are about 40 volunteers involved and some vendors. They will talk about public safety and it's a great night out, and the City is behind it. He hopes the Council meeting will be changed so Councilmembers can attend. Lastly, he noted he does not always agree with everybody, but the one thing he has found over the years, and he is a long time resident of Snohomish, is that the Council whether they agree or disagree with him, have always been able to sit down and listen to him. That doesn't mean they have to agree on the issue. It does mean the Council has listened. He wanted to thank the Council for the job they are doing. It's not an easy job. He appreciates it and thinks the form of government is just right.

Mayor Guzak noted the Council meeting has been cancelled on August 2.

**Carey Clay**, asked Council to take steps toward ending the divisiveness that the City's handling of the Averill Field cell tower issue has inflicted upon them. This is an issue that will not go away without direct action on the part of the Council. She is personally tired of thumping on the City at every deserved opportunity, but will continue to do whatever it lawfully takes to ensure they do not encounter the mishandling of the City's business at this level again. There is no way around it. We need to directly address this issue and ensure that proper procedures are in place to protect the citizen's interests. In directly addressing this issue, we jump start the difficult process of rebuilding trust. Part of the fix entails restoring the deed restriction. She stated on the one hand, the City Manager said he will consider this. On the other, he doesn't want to limit the City's options on any of the Averill Field parcels. The reality is this property is limited. It's a public park and removal of any further deed restrictions will come at a steep cost to the City. The reality is the City Manager is not an elected official and he should not be running this show. He has already led the Council down the wrong path on this property before. A few years ago, the Council thought it important enough to invest in the community by acquiring the Ludwig Road property for future park use. More than one Councilmember has expressed, there is no way they are selling this property because they passionately believe in preserving this for citizens. Please apply that same level of passion to the Averill Field property – not for some commercial endeavor or for some toxic cell tower that would have brought the City a few bucks in revenue. Please honor the history of this property. Do the right thing and continue to protect Averill Field as public park property for future generations.

Mayor Guzak thanked Ms. Clay and stated she would bring up the issue under New Business.

**Alex Reyes-Granados, 428 Pine**, stated he is speaking tonight because he's been hearing about the Hal Moe Pool and how the Council wants to put apartments there or take down the Skate Park and put a cell tower by the Hal Moe Pool. He wants to let the Council know anything it does to the Hal Moe Pool will automatically affect the Skate Park because if they put apartments there, they have to put a parking lot by the Skate Park. Where else would you place a parking lot? He wanted to let Council know, if they do anything to the Skate Park –

if they take down the Skate Park, it's going to cause more trouble to kids. There is nothing to do in Snohomish. The Skate Park is somewhere for poor kids and families to go skate, scoot and bike. Without the Skate Park, kids will probably go to crime and go around doing street skating and getting kicked out of public places because they have nowhere to skate. He feels if the Council takes down the Skate Park, it's just going to cause a whole lot of issues.

Mayor Guzak noted there has been no talk about taking out the Skate Park.

**Hawk, 316 Maple Avenue**, stated he is a local skater. He wants to talk about Averill Field and the Hal Moe Pool properties. He stated doing anything to the Hal Moe Pool will affect the Skate Park and the park right next to it too. It's a public property. Alex is right. Kids from broken homes or poor families come to the Skate Park to skate, scoot, bike and have a good time. It's one of the things that keeps kids off of drugs and crime. He stated he doesn't care what they do with the Hal Moe Pool as long as it doesn't affect the Skate Park in anyway. He did want an indoor skate park because it rains in the northwest, but he knows that's asking a little bit too much. He just wants to keep the parks nice.

Mayor Guzak reiterated there has been no talk about taking down the Skate Park. The Skate Park was built by the community and she is pleased they are enjoying it. The talk about the Hal Moe Pool is to make it so the community can use it, but no decision about that has been made yet.

Councilmember Rohrscheib stated as a 41-year old skate boarder, he wanted to assure the skate park users that their park is not going anywhere.

**James Robbins,** stated he would like to speak about the Skate Park. He noted if the Council takes out the park or does anything to get rid of it, the City's crime rate will go up and people will be selling drugs. Kids will get kicked out of local spots and there will be a lot more complaints and the police will not have fun with that.

**Alicia,** stated one of her son's passions is skateboarding. She feels the boys are concerned that if anything is done to the pool or that property, it's going to affect the Skate Park and that is what they are worried about. She stated that Council can say they are not going to do anything to the Skate Park, but they don't have that on paper. She stated they need the deed to be reassured that they are not going to lose their Skate Park, and she feels they needed to be heard. She is very proud of them. She will be doing a lot more research on all of this, but she knows once it's documented that the property is safe, they will all feel safe about the Skate Park.

Mayor Guzak said the Hal Moe Committee is an open committee. They have been meeting for approximately six months. The meeting is open to public comment and the meeting dates are available on the City's website. She encouraged their attendance.

**Fred Gibbs, 10909 210th Street SE,** wanted to thank Mayor Guzak, Debbie Emge and Mike Johnson for attending the Historic Downtown Snohomish Executive Board on June 6. They had a robust and constructive conversation over several issues. He welcomed Councilmembers to attend the board meetings held on the second Thursday of each month.

**Donovan Spencer,** stated he hadn't planned to speak, but after hearing others comment on the park, he decided to speak. The main parcel of the park was originally deeded to be for public use only. The Boys and Girls Club is a private organization. He stated he believes the City is saying, as long as the public has the Skate Park, don't worry about what is going on

with the rest of the parcels. He stated the entire property was meant to be a park and if you keep taking away from it, then what was the purpose of it being deeded as a park. He sees it as a slippery slope.

Mayor Guzak's recollection is that it is deeded for recreational purposes.

Mr. Bauman stated there are multiple deeds on the property for the different parcels and they don't all agree with each other. He is happy to bring the deeds back for review by Council at a future date.

Mayor Guzak clarified the portion of where the Boys and Girls Club is for recreational purposes.

Mr. Spencer asked if the buildings being constructed will be recreational.

Mayor Guzak stated this would be the Hal Moe Pool Building and the use will be community use. The decision is not made yet.

Mr. Spencer stated he is concerned about it going from public property to private property.

Mayor Guzak stated it is public property.

**Sara Quinton, 316 Avenue C,** stated she has known some the youth attending this meeting since kindergarten. It is so exciting to see them being involved and passionate about their community. She is so proud of them. This is our town. She noted we do differ on different things, but we have got to pull together and communicate. She is really interested in attending the meetings about Hal Moe pool and what the future is there and getting involved. Snohomish is a great community and we can get through our differences and make compromises. Transparency is her big issue. She stated we all need to be transparent. It's tough. People have meetings and they're not always attended. The public needs to participate. Every time she has tried to contact the Mayor, she gets a return phone call. This is a beautiful town.

**Monica, 420 Union,** noted how good it felt to stand up as a group and say the Pledge of Allegiance. There is something about that. She was brought here by her son who called and asked to attend the City Council meeting. She is happy to see these kids are invested. There has been a lot of dialogue and discussions on Facebook, in social media and the Tribune with the name calling and the trash talk. She feels people need to step up and be responsible citizens and respect each other no matter what. It bothers her, and she has discussed this with her son. She is a social worker and has studied communities and it's interesting to watch what is happening. In communities, one of the things needed is a place for the community to come together to do activities, have fun and engage. That's where she sees this community lacking. She thanks her 13-year old son for getting her involved and having her speak tonight.

**Mike Whitney, 516 Cypress,** stated he is not the Mike Whitney who writes for the Tribune. He stated the citizens should congratulate themselves for this very strong democracy. There is a very strong dissenting element and he thinks it should be applauded because it keeps the elected officials' feet to the fire. He thinks because we have this democracy, we can also see the results of that by looking at surrounding cities like Monroe, Lake Stevens and Everett that have made choices perhaps not as democratically as this City. As a result, we have this little Mayberry in the middle of basically franchise heaven. This is his own impression and that's

why people are drawn to Snohomish in such strong numbers. He stated the reason is evident tonight as there are conservatives and liberals on the City Council, but that does not affect their ability to make the right decisions for this City and he applauds that. He thinks there should be a dissenting opinion, but he also thinks at the end of day, the citizens have to agree with the elected process of the Council and let them do their job.

**Rolf Rautenberg**, stated he is here to speak about the deed restitution for Averill Field. Snohomish County Executive Dave Somers is prepared to immediately accept a quit claim deed back to the County and offer them the original deed restrictions that are a century old on that quit claim, and they will take it and provide the guardianship they had up until 2015 when the City Manager and Owen Dennison secretly had the restrictions lifted for the sole purpose of making way for the Verizon cell tower. This is obviously a conflict of interest. The Council has an opportunity to do the right thing and turn this negative opinion that started awhile back about Council and the City Manager and turn it around. Council should do this right away. He said it appears lately that we are trying to erase our past. He was at the Hal Moe Pool Naming Committee the other day and they were having trouble figuring out how to name the new park that was previously named Averill Field. At the end of the meeting, Denise Johns came up with a perfect idea and he applauded her for it. They were trying to figure out how to identify the Skate Park, Tillicum Park, and the Boys and Girls Club without confusing people and should 9-1-1 need to know your location. Ms. Johns said to identify the location at Averill Field. For example, the Skate Park at Averill Field. Tillicum Playground at Averill Field. Hal Moe Park at Averill Field. He suggested to keep calling it Hal Moe Park because why would the City want to erase the history of this town. He sat on the Design Review Board to try to keep the heritage of this town alive. We should be doing that. The only thing holding the Council up right now is their opinions and decisions and making up their mind. He explained the difference between impossible and possible. Impossible is going to Mars on an inner tube with a paddle. Changing your mind and doing the right thing is possible.

Mayor Guzak stated she would bring the issue up under New Business.

**John Kartak, 714 Fourth Street**, stated he is a member of CPR Snohomish. There are two other founders, Rolf Rautenberg and Bill Betten. All political power is inherent in the people and governments derive their just powers from the consent of the governed. He asked if anybody knows where these words come from. It's from the Washington State Constitution. We, the people of the State of Washington, grateful to the Supreme Ruler of the Universe for our liberties, do ordain this constitution. He posed a question to everyone in the room. If a father sends his son to a restaurant for lunch and gives him $20.00 just for that purpose and that son fills himself up with $10.00 worth of food and spends the other $10.00 on carnival rides, what is that called? It's called stealing. This is what has happened with Averill Field and the deed restriction. We, the people of the Town of Snohomish, grateful to the Supreme Ruler of the Universe in His very presence tonight having delegated our consent of powers to this very body by means of free elections make this immediate and resolute demand, thou shalt not steal. Cease and desist from the theft that this entire body of service has been engaging in the name of the people of Snohomish and restore the protective deed of Averill Park to those to whom it rightfully belongs. The very men who donated that park to the people of Snohomish likewise, return this park to the people to whom it has been given. They did not give this park to a handful of greedy politicians. This park is ours as a community and contrary to what all of Council apparently believe whether by their own explicit speech or by lack thereof. We, the people of Snohomish are not thieves. As a community of neighbors, we have acquired our homes and property by moral means and respect the property of others. He addressed the Council, as the public servants of

Snohomish, and voted in by the citizens and they own this. If you allowed the City Manager, and employee of the town, to secretly remove Averill Park's protective deed restriction and then lie to the people as to the reason why without any criticism from them, then they should demand some sort of punishment or retribution. Something needs to happen and that one thing that needs to happen is to restore the deed.

**Jason Sanders, 330 Avenue C,** stated it is important as a community we challenge each other and make sure that we are transparent and that we are working together for the best of the community. As a society, we have really gotten use to always looking at the negative. There are so many things about the City that he has seen over twenty-three years here that is incredible. He agreed the Skate Park is important for kids. Also, what has been done with Tim Noah's Thumbnail Theatre in town is another example the community coming together and offering an outlet for kids or anybody who loves music and art. He has seen the downtown thrive and come back to life. He has friends from all over Western Washington that talk about how cool Snohomish is and they want to come to the restaurants and downtown area. He noted that Snohomish was named the Ninth Coolest Town in the nation. He stated it's important to bring these things up and he applauds the kids for coming forward and being a part of the process. He stated, the Council and public are not always going to agree on things, but he wants to take a minute and thank everybody on the Council and everybody who has been involved in the community for making this such a wonderful place to live.

**Megan,** stated she is proud of the community for showing up and expressing their views and that's the way it should be at every meeting. She wanted to underscore a lot of what people have said. The first issue is the deed with Averill Field. She didn't know about the deed until she was informed by Mr. Betten and others. The citizens want that deed restriction restored on all the land. As a property owner, and one where she promised her father that if she didn't want to care for their property any more that she would donate it to the County as a park – It's a frightening thing to think, she might donate property that is going to go through a process behind closed doors and not in the public view and not in keeping with the intention of those who donated it. Those deed restrictions said for playground purposes only. There were four lots donated and things have been parceled out and the community has been slow to catch on, but they've caught on now. She stated the City invites the public to attend meetings, but there is no notice. It wasn't on the website. It's not in front of the building. The big sign at the Hal Moe Pool parking lot where people have no reason to go in because the pool is closed, doesn't give any dates and it's not in keeping with the law. It alienates the community. Then you have the separation of powers issue. You have the staff controlling the committee. Staff is saying we want to tear down the pool, build a building, have a bond, tax increase, build this building and then give it away to a non-profit or for profit. That is not what is meant to happen. What was meant to happen is playground purposes only. To do anything other than that is incredibly wrong on so many levels. It was admitted that the Hal Moe Pool building is structurally sound. She has known that for a long time. The pool was never the problem. The School District pool wasn't enough for the pool needs when it was at Hal Moe Pool. There is a need for both pools. There is a pool there. It has unique features. Instead of spending $500,000 to bulldoze it and $3.2 million to build something else - restore the pool. She would support a tax to keep it affordable for the kids at less than $1.00 for entrance. They need that and the kids also want their Skate Park.

**Judy,** read from the deed, July 8, 1924, it states Lot 9, 10, 11 and 12 – Deed of Gift. Restore the deed.

Megan presented the Clerk with a petition stating it contained approximately 55 or more

signatures where citizens want the deed restored and where they want the name Averill Field kept. They feel strongly about it.

5. **PUBLIC HEARING –** Six-year Transportation Improvement Plan – PASS Resolution 1349

Andy Sics, Project Engineer stated he will be presenting the annual update to the six-year Transportation Improvement Plan. The annual update is required by law and necessary to maintain grant eligibility. There is a base list of projects. Some projects have been completed over the years and the list is generally maintained with the same list of priorities, which is based on need, funding and perceived chance of being awarded a grant. Last year, there was a significant change due to the completion of the 2015Transportation Master Plan. The TIP was adjusted to sync up with priorities and lists of projects contained within that comprehensive plan. However, this year, the City is only seeing a change of two priorities. One is the roundabout as it is completed and the other is due to the City acquiring grant funding for the 30th Street widening project which will go to construction this summer and will be brought before the Council for bid and contract award on July 19. As a result, the project can now be moved to the bottom of the list.

Councilmember Hamilton asked about the Maple Avenue and Tenth Street intersection improvements, which is to design and construct a mini roundabout. He asked if there was enough right-of-way to accomplish the work.

Mayor Guzak asked if this would be the same type of mini roundabouts down on Lincoln or south of Second Street.

Mr. Sics stated he envisioned something a little larger than that.

Councilmember Hamilton explained he is aware the City has a Level F traffic flow at peak times on Maple. However, he's having a tough time envisioning a roundabout in that space between the apartment building and the northwest corner with their parking lot. There is an empty lot on the southwest corner, but the Centennial Trail is on the east side. He's having a hard time envisioning anything there that will improve traffic flow over the current four-way stop.

Mr. Schuller stated there is a four-way stop there now. So the question is how can the City increase capacity at a four-way stop. He stated the City can put in a signalized intersection or a full roundabout. However, a more contemporary option is what they call the mini roundabout. It is something new that is not typically seen in North America. In the 2015 comp plan, staff didn't design any of those, but in working with the consultant and looking at the restrictions the City has there, which includes land, topography and the trail, the consultant is initially recommending the City look at a mini roundabout. A mini roundabout will increase the capacity. It won't have as great a capacity as the 15th and D roundabout.

Councilmember Randall added that he is familiar with the mini roundabout because his mother lives in University Place, which is close to Tacoma and Fircrest. They use mini roundabouts quite a bit. He believes they have ten or twelve roundabouts. This is on the main street that goes to the golf course where the PGA Tournament was held. It appears to work great. He thinks this would be a good application for that intersection.

Mr. Schuller added that a mini roundabout is not a traffic circle. If you go to downtown Seattle and you see a traffic calming device, which is not to increase capacity but to slow vehicles down, it looks like a mini circle. However, there is usually landscaping or artwork

in the middle of it. That design is purposely to slow vehicles down in residential neighborhoods. A mini roundabout is designed so the larger trucks can go over the mini roundabouts. There is almost always paving in the middle.

Councilmember Burke stated in addition to capacity, he is interested in safety. The four-way stop is at least directing drivers to stop. He is wondering if staff has solid matrix that shows a mini roundabout is safer than what exists currently, especially when kids are walking across that intersection on their way to school during the dark early morning hours.

Mr. Schuller stated the project is not high on the priority list. It's lower than addressing issues on Bickford where the City has both the commercial businesses and much higher traffic volumes. This is where staff's first priority is to pursue grant funding, which is the Bickford and Weaver section. The City will be looking at a traffic signal, both for pedestrian safety and vehicle capacity. The Maple Avenue corridor it difficult for the reasons stated. The City doesn't want to implement something that increases capacity and then impacts pedestrian safety. It's a delicate balance. All of the improvements on Maple are currently scheduled in the 2020 to 2030 timeframe. It is a mid-priority because the City needs to examine the impacts and do the right thing. It's not clear at this point what the answer is.

Councilmember Schilaty stated having traveled to Centennial Middle School this could become a cut through and highway through town. This concerns her. There is also the three-way stop before you get to Avenue D, which makes that whole segment odd and somewhat difficult, but feels that is a sight line problem.

Councilmember Burke said even though it is in the future, it may be a good thing to discuss with the School District to place a flagger in that intersection in the morning if the City pursues this priority. He would like to see some research on the safety of mini roundabouts before it's constructed.

**Morgan Davis, 206 Avenue I**, asked the Mayor to question Mr. Schuller regarding how many miles of City streets have been chip sealed within the last five years under the TBD. He stated the County has used the process very successfully, including Springhetti Road and also in the City of Mill Creek. He referenced an excerpt from the Mill Creek Beacon, which stated chip sealing is on the way for two subdivisions with work to be done by July 9. The City Engineer said chip sealing is a cost effective surface preservation and can extend the life of the pavement for another 10-15 years. Chip sealing is not for structural overlays which costs 10 times as much. Additionally, chip sealing does not require sidewalk ramp upgrades to current ADA standards like regular pavement would. He has traveled around town and has not seen any chip sealing in the last five years. Mr. Davis would like Priority #10 amended so that the City keeps the west end of First Street one lane each way, so it doesn't dead end the northbound to Second Street. Instead, trim the jaw that is jutting out on the northeast corner of the Second and J intersection with First Street. It will make the westbound motorists have an easier right turn on to northbound Avenue J, and make it easier for northbound First Street motorists crossing Second Street and on to Avenue J. Frankly, he doesn't know the City's reasoning for that jutting jaw. It's adjacent to Councilmember Randall's duplex. Perhaps, he can elaborate on why it is there. Even people going west taking a right on Avenue J off of Second Street have to go out of their way to get back on to Avenue J. It's terrible. This would save lots of money and instead of dead ending a perfectly good road, the City would preserve it for the citizens to use and improve safety. He asked the Council to please discuss this tonight. He again asked the Mayor to question Mr. Schuller on how many miles have been chip sealed in the last five years.

Mr. Schuller responded chip sealing has been used for many decades. Chip sealing is a process where rock is laid down and oil is sprayed over the gravel and then there is usually another layer of gravel that is laid on top of it. Some of the complaints about that in urban areas is that gravel bunches up against the curbs and its gets slippery until the gravel is put down. However, it is cost effective. Council and staff discussed this when the TBD was discussed five years ago. Staff reviewed the different methods. There were two roads to be addressed with the TBD money. For example, when the City did Second Street a couple of years ago, it needed to be an overlay because of the heavy car and truck traffic and a chip seal wouldn't work. The City completed the north section of Maple last year and this year it will be the section of Maple by the library and Aquatic Center, including Bickford. These are major arterials and a pavement overlay is the solution because of the heavy truck traffic. The chip seal wouldn't do the job. The other part of the money is in the local roads and a chip seal wouldn't do anything for those because they need to be reconstructed. The City needs to rip out all the pavement, install drainage systems and new rock before putting the pavement back over it. So, there have been zero miles of chip sealing because it is not the right solution.

**Mitch Cornelison, 331 Avenue F**, stated he had some questions on the Fourth Street realignment. A few years ago there was conversation, but no plan available. There was talk about widening it. He went and educated himself with Yosh and Andy and they have a preliminary plan which essentially looks very good. Basically, realigning between Fourth and Fifth on Avenue A to make that safer, but not widening the street or adding parking on one side or affecting the throughput of a neighborhood that doesn't want to increase throughput. They just want more safety. He would encourage the City before the plan is completed to contact the residents on each side. He understands it is a public right-of-way and the City has the easement to do this work. However, it is always good to get buy in first and then the plan comes easier after that. He thanked Yosh and Andy for being very instructive and helpful to him on those issues. He stated it will interesting to see what is received from the research of mini roundabouts. Certainly, the large full scale roundabout is the most successful roads project we have had in the City of Snohomish since he has lived here. It is aesthetic and a traffic tour de force there.

Mayor Guzak asked for clarification when a road project is being considered for completion are the affected property owners notified.

Mr. Sics confirmed that all residents are contacted prior to construction. For larger construction projects, residents may also be contacted during the design process and invited to a community meeting.

Citizens' comments – closed

Councilmember Hamilton said he received notification this week about a project to be completed sometime later this year that will impact where he lives at Tenth and Maple. He stated he will support the Transportation Improvement Plan. He noted Item #12, the 20$^{th}$ Street extension from Bickford Avenue to Lake Avenue, described as new alignment of the roadway extension improvements with a connection signal at SR9. Councilmember Hamilton has a hard time with the thought of placing another traffic light on SR9. He realized this past Friday was the beginning of a three-day weekend so traffic was probably a little heavier, but he got on Hwy 9 at 2:15 p.m., and traffic was already backed up to 30$^{th}$. It's not unusual in the evening commute to see traffic backed up from 30$^{th}$ to the turn approaching the Bickford Avenue bridge. He cannot envision putting another traffic light on Hwy 9. He is hopeful the State will complete the Snohomish River Bridge widening and continue to widen Hwy 9 all

the way up to Arlington. That is the long term plan.

**MOTION** by Rohrscheib, second by Burke, that the City Council **PASS** Resolution 1349, approving the Six-Year Transportation Improvement Program for the years 2017 to 2022 as established, and **DIRECT** the City Manager to take the necessary actions to file the approved program with the State Secretary of Transportation and required agencies.

The Mayor stated she has promoted the widening of Hwy 9 and has been working closely with the Mayor of Lake Stevens to promote the widening. Councilmember Hamilton is correct. There is a bottleneck at that location.

**VOTE ON MOTION:** The motion passed unanimously (7-0).

6. **ACTION ITEMS:**

a. **SET** Public Hearing Date for Ford Avenue Street Vacation – **PASS** Resolution 1346

Mr. Monzaki stated this item concerns Mr. Larry Countryman's request for the street vacation of the Ford Avenue right-of-way which was presented at September 15, 2015 council meeting. At that meeting, Council was directed to proceed with the vacation process. Mr. Countryman owns the properties that are adjacent to the requested vacation area, which is approximately 392 square feet. He is proposing to dedicate portions of his property in exchange for the vacation area. The total dedication area is approximately 410 square feet, which is approximately 18 square feet more than the vacation area. If the vacation is granted, the City would then relinquish its ownership of the right-of-way. The vacation would resolve a building encroachment issue. The existing building encroaches into that right-of-way by approximately one foot. There is no plan to use this area in future improvements of Ford Avenue. The dedication of the property that Mr. Countryman is proposing would resolve encroachments of the Ford Avenue roadway and the Maple Avenue sidewalk. The asphalt along Ford Avenue is actually on Mr. Countryman's property, and his dedication of this area would clean up the roadway in that area. Further, a small portion of the sidewalk is also on his property. The dedication and vacation would clean up a lot of these encroachment issues. The compensation as previously stated would be the exchange of properties.

Councilmember Hamilton believes this makes perfect sense. He supports cleaning up the situation and feels this is a logical conclusion. He applauded Mr. Countryman for what he appears to be doing there now and in making the City more beautiful.

**MOTION** by Hamilton, second by Schilaty, that the City Council **ADOPT** Resolution 1346 setting a public hearing on August 16, 2016 to consider the vacation of a portion of Ford Avenue and request for compensation. The motion passed unanimously (7-0).

b. **AUTHORIZE** City Manager to Execute a Contract with Wetlands Creation Inc. for the Blackman Lake Outlet Improvement Solid Waste Contract – Survey Results

Mr. Monzaki stated the Blackman Lake Outlet Improvement Project consists of removing and replacing four culverts at the south end of the lake and constructing a new berm and channel along Avenue A. This new channel will serve as an overflow channel to convey high flows. Also, along Avenue A, a ten-foot gravel path will be

constructed for pedestrians and to maintain the new overflow channel. The channel will go from the culvert and connect to the existing Swifty Creek at the north side of the Woodlake Manor driveway. Downstream of the Woodlake Manor driveway, those portions of the channel will be cleaned and the sediment and debris will be removed. The purpose of this project is to resolve some of the flooding problems that have occurred in the past. It will not solve all of the problems. The channel itself has limited capacity and during very heavy rain storms, some high water levels will occur. However, with this new channel there will be additional capacity for the high flows. Also, as part of the project, the City will be paving Avenue A north of 13th Street and Ferguson Park Road. This project has taken some time to develop because projects near critical areas can become complicated. The project site is near a lake with wetlands and creeks. There were buffers with the shoreline areas so it did take some time to get through the permitting process. The City has the permits, the design is in place and the City is ready to construct. Bids were opened a couple of weeks ago and Wetlands Creation Inc., out of Monroe was the low bidder at approximately $348,000. They have been in business since 2006 and they have completed a variety of projects, including a culvert project at Lake Alice near Fall City. They have also completed site work at the University of Washington for the Burke Museum and are associated with the Skykomish Habitat Mitigation Bank which is restoring a wetland near Monroe. Construction is expected to begin in late July or early August and it will take a couple of months to construct.

Mayor Guzak noted the City Engineer's estimate was $395,000 and the bid came in at under $350,000.

**Tom Bailey, 1802 North Shore Place,** stated he has lived on the lake for twenty years. He lives on the north end of the lake. He has been working with Yosh and Ann. He went to Superior Court with the City Attorney to get permission to maintain the lake. As stewards of the lake, he would like to encourage the City Council to make sure when the project is completed that it maintains it, and to review environmental impact studies as the Council approves issues that are upstream. They put in 24 inch diameter culverts, so the volume coming into the lake now is horrendous compared to what can get out. On December 3, three quarters of his property went two feet underwater in 48 hours. It didn't go down until May. He stated people see the valley and Stocker Fields floods on the news, and within a month it is gone. The lake is moving very quickly because they have express lanes going into it and the holding retention ponds with the oil from the streets going into the retention ponds. Once they fill up, it's like putting water into a glass, it just comes out, but the oil is going in. When he sees the paddle boats going into the lake now, they have a scum line around them. He watches the kids at the park enjoying the lake and swimming and people trying to fish. As stewards, he wants the Council to keep in mind when approving these other projects how the water moves and if it hits the jewel here, it will impact it. There are areas like Champagne Lane and other projects that may become major concerns. He highly encouraged the Council to support Yosh and get this work done. It is important.

**Bill Betten,** stated he doesn't know a whole lot about this issue, but he did study it a little bit. His concern is that the City is accepting the lowest bid. Typically, he is one that says - wants versus needs, but due to the person who got the contract he would like to know who else was in the bidding process, and what their bids were because it might be money better spent to consider other options.

Mayor Guzak stated in the agenda packet, there is a list of the bidders. It appears there were eight bidders and Wetlands Creation was definitely the low bid, and the government contracts with the low bidder especially if they meet the professional criteria.

Mr. Betten replied that the City may want to look a little deeper at the contractor's background. It's all on Google.

Councilmember Randall stated Council has been discussing this project for a long time, so he is pleased to see it moving into the construction phase.

**MOTION** by Randall, second by Burke, that the City Council **AUTHORIZE** the City Manager to sign and execute a contract with Wetlands Creation, Inc. not to exceed $417,000.00 including a 20% contingency for the construction of the Blackman Lake Outlet Improvement Project. The motion passed unanimously (7-0).

c. **APPROVE** the 2016 First Quarter Financial Report

Ms. Olson stated the purpose of this item is for City Council's review of the first quarter 2016 Financial Report. This is a summary review of the fiscal performance as of March 31, 2016. For the beginning three months of 2016, most of the operating funds are meeting revenue and expenditure targets set by the Council. General Fund sales tax revenues are exceeding the quarterly target, which is a very good sign. However, estimating year-end performance is somewhat premature. There is CPI data that shows that the economy is remaining stable. Property tax collections do trickle in during the first quarter. However, the majority are delayed tax payments. The first large collections occur in May and November each year and will be reported on a future quarterly report. The utility and gambling tax receipts are as expected for the first quarter. Shared revenues such as liquor profits will be monitored as they are above the quarterly target, due to legislative action where the State sharing was changed and approved. Overall, the 2016 General Fund revenues are on track. General Fund expenditures are on budget so far, with the exception of some divisions where the City pays out liability insurance in January. Legal expenditures are likely to exceed the budget allocations due to an increase in public records requests. All other expenditures are on track for 2016. The 2016 General Fund expenditures are at about 24.5% of the 2016 budget target. The fund balance for the General Fund is $1,463,849 as of March 31, 2016. This fund balance reserve is about 16% of the 2016 expenditures and within the reserve target of the newly adopted Financial Management Policy. Fund balance reserves are typically to pay for operating expenditures or for cash flow purposes as well as for waiting on receiving tax receipts and to provide a security against unforeseen costs. The Street Fund is a special revenue fund that collects the motor vehicle fuel taxes as well as a large transfer from the General Fund for street maintenance operations. The expenditures are below budgeted targets because seasonal maintenance activities will ramp up in the later quarters of the year. The fund balance in this special revenue fund is $163,581 and that is assigned to operating expenditures. Utility enterprise funds are performing well in 2016. Rate billings are slightly exceeding the budgeted targets. The capital and connection fees follow building development activities and the City has seen some revenues come in for those capital charges for new construction. Utility expenditures are under budget for the quarter market as capital expenditure and debt service payments are not yet completed this year.

Ending utility enterprise fund balances as of March 31, 2016 total over $12.1 million dollars. These monies are designed specifically as unassigned, assigned, committed and restricted. Those funds are for operating reserves, debt service obligations because of bond issues, and for future capital projects identified in the five year CIP. Internal Service Funds are utilized for Fleet & Facilities and Information Services activities and for non-utility equipment replacements. Revenue sources for these funds come from the interfund transfers from those direct service funds, mainly, the General Fund and Enterprise Utility Funds and that is transferred on a quarterly basis. There are planned expenditures within these funds to occur later in the year for activities such as vehicle purchase, new software and other technology improvements. The internal service fund balance as of March 31 is approximately $913,000. These funds are committed for the future operating costs for equipment and facility replacement and for technology system upgrades. The non-operating funds revenue and expenditures, such as park and street impact fees, include capital project dollars for municipal capital projects and street capital projects. The City does have some special revenue funds that collect the Real Estate Excise Tax (REET) funds and TBD taxes. Those are above the estimated revenue targets for the first quarter. These are all positive signs. The first quarter 2016 fund balance review is a measure of the City's liquidity and financial soundness and the fund reserves provide for a stable environment. As of March 31, 2016, the fund balance is over $19 million. The City's cash portfolio consists of 37% of funds deposited in bank accounts, 56% of the portfolio is in the local government investment pool and 8% is invested in U.S. Treasuries.

**MOTION** by Randall, second by Hamilton, that the City Council **REVIEW** and **ACCEPT** the 2016 Financial Report as of March 31, 2016.

Councilmember Hamilton complimented staff on their hard work and comprehensive reports.

**VOTE ON MOTION:** The motion passed unanimously (7-0).

7. **CONSENT ITEM**S

a. **AUTHORIZE** payment of claim warrants # through 58945# 59005 in the amount of $386,607.02, and payroll checks #15010 through #15039 in the amount of $444,129.19 issued since the last regular meeting.

b. **APPROVE** Emory's at Snohomish Final Plat

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

8. **OTHER BUSINESS/INFORMATION ITEMS:**

Mayor Guzak wished to discuss with Councilmembers the issue Mr. Davis brought up about moving the cannabis issue forward on to the November 2016 election rather than 2017.

Councilmember Rohrscheib would like to leave it until next year.

Councilmember Burke asked if other cities have banned marijuana and have had this type of an application come in. He wanted to know if there are any situations where a City has gotten itself into a legal bind in Washington State.

Mr. Weed responded there have been several cities around the State since the adoption of Initiative 502 that have banned the operation of recreational and medical marijuana. More than one retail store has been court tested and to the best of his knowledge, all of those cases that have gone to court have upheld a City's authority to ban retail sales.

Mayor Guzak does not see the will of the Council to move this issue forward to November 2016.

The next issue is Mr. Davis' public records request.

Mr. Weed is not exactly sure what the precise question is. The records request was for reference materials from Strategies 360 that the City contracted with for the focus group process. Some of those records also included records by a sub-consultant that Strategies 360 hired called Fieldworks Seattle. As far as he is aware, the City has made every reasonable effort it can to request the records from Strategies 360 and the sub-consultant. Recently, the sub-consultant's legal counsel wrote a letter explaining the information sought, in their view, were not public records and are proprietary information owned by Fieldworks Seattle and they declined to provide those particular records. That information was shared with the requestor. All other records that were requested were provided.

Mayor Guzak thanked Mr. Weed for the information.

Councilmember Hamilton stated it appears to him in the future the City may want to consider amending its contracts in terms of the Public Records Act and stipulate that this information can be requested and made available to the public. He assumes the contract the City had with this company left them with the opportunity to not provide the records and the City should be more specific with the language.

Mr. Weed replied the Professional Services Agreements the City enters into with consultants has improved language in that area as a result of the Cedar Grove Composting case filed against another City. The Professional Services Agreement in this instance was prior to the change in the agreement form. However, this change in language doesn't mean that a sub-consultant can be forced to provide proprietary business owned information without perhaps filing a law suit, and even if that were done, it wouldn't guarantee an outcome that a judge would rule that the records are required to be produced by the sub-consultant.

Councilmember Hamilton has a hard time understanding that this is proprietary information.

Mayor Guzak stated the next issue is reestablishing the deed restriction at Averill Field.

Councilmember Schilaty would like to bring this issue back as a discussion item to the Council to review and decide what needs to be done. It's timely to discuss as the Hal Moe Committee has been meeting for a while now, and she thinks the Council should have a direction in this matter.

Councilmember Randall agreed with Councilmember Schilaty. He believes this was discussed a few months ago and the Council could possibly make a decision on this particular issue sooner than some of the other issues around the Hal Moe building.

Councilmember Hamilton stated this has been discussed in the past. He has looked at the deed restriction and his interpretation is that the Council would have to tear down the Boys and Girls Club. However, he is happy to discuss this again. He explained Council made a decision in the past to preserve this land as park land and designate it for that specific purpose. To that end, the Council has upheld the letter of the intent when this land was deeded to the City. There seems to be confusion that this was directly tied to the request for a cell tower. There was an entirely different process that involved the cell tower. At that point in time, the applicant was entitled to make an application. An application would then proceed through a particular process and that process might have been turned down. At some point, that process may have come to the City Council as an action item. His sense is Council had already chosen to preserve this as park land and he doesn't think this Council would have authorized the cell tower in that location. He wished the whole process would have happened differently. He thinks if the request had come to this Council asking to have the deed restriction lifted, he would have been in support of that. He would support it today. For the very reason that they wanted to preserve this land for the community and this is a wonderful resource that the City has. If it's just play fields, you could wind up making some really strong restrictions that doesn't put that land to good use for the recreational purposes it was originally intended for. He believes if the Council restores it, they will need to go tear down the Boys and Girls Club. People may say they don't want to do that, but the critical thinking here is what was the intent? It was for recreational use for the community. This Council has chosen to make that preservation. He is fine with bringing back this topic for discussion.

Councilmember Rohrscheib stated he is willing to bring this topic back for discussion. He welcomes finalizing this so the City can move forward. It's taken a lot longer than it should have. He admits that he was in support of Senior Housing at that location for multiple reasons. There is a lot of benefits to it that some do not realize. He understands the land is for park use only and he is willing to support it 100%. As much as a quit claim deed sounds like a great idea, he is not willing to do that. He wants to do his homework before the Council moves forward, so the City doesn't handicap itself with not allowing something to happen in the future as a result of not researching this issue completely.

Councilmember Wilde stated he wants to wrap this issue up pretty soon. He also wants to do things correctly in the right way to make sure they have all the correct information about it. 100 years from now when people look back, the Council needs to make sure it made the right decision.

Mayor Guzak advised the City Manager the Council would like to look at the whole site because she knows there are still some deed restrictions at the Hal Moe site. The Council needs to be clear with the community about what and where those restrictions are and look at the whole site and then discuss reinstatement.

Mr. Bauman stated staff's recommendation would be to make all of those deeds consistent with each other, rather than having separate language on different deeds.

Councilmember Schilaty would like to place this on the Council agenda as soon as possible.

Councilmember Rohrscheib stated he would like to address an issue regarding the Parks Naming Committee. There are several parks up for a new name or to be renamed. Regarding Averill Field, he would like to see that park remain being named Averill Field. Averill Field was originally named after someone whom our City's residents respected immensely. He was a local sports hero that made it big. If he were a member of the Averill

family, he would be frustrated to hear of a potential name change. He has lived in Snohomish for almost twenty years and just recently learned Averill Field was the original name. It's not known as Averill Field. At one time, the area was the center of many City festivals including our very own Kla Ha Ya Days. It is very clear some things shouldn't change and this is an easy one.

**MOTION** by Rohrscheib, second by Burke, that the City Council discuss and adopt the request to remove Averill Field from the Naming Committee's list.

Mr. Bauman stated the current official name is Averill Youth Complex. The reason Averill Field was removed from that property was when the actual baseball field was relocated to Pilchuck Park.

Councilmember Rohrscheib stated he thinks a number of citizens are not aware of what the area is currently called.

Mr. Bauman stated the current name of the property is the Averill Youth Complex.

Councilmember Schilaty is the Council liaison to the Parks Naming Committee. As evidenced by tonight's discussion, there is confusion. She thinks there is a great misunderstanding that there is some desire to rename Averill Field. There is no plan to rename it, just clean it up. Mr. Rautenberg mentioned tonight that Ms. Johns had a really wonderful idea that there are many different entities at that location and the committee may come to the conclusion to identify them as the Skate Park at Averill Field, and she thinks the community will want to reclaim the name Averill Field. She grew up knowing it as Averill Field. Somebody brought up a really good point, if you make a 9-1-1 call there, you want to be able to identify that it's not at Pilchuck Park. It's not to be renamed, it's to clarify and make it right. She knows a lot of people feel a lot of angst with it being on the naming committee list. It's not a renaming committee, it's a naming committee. It's more of a protection for Averill Field than anything else. The public is welcome to attend the meetings and give their input.

Councilmember Randall moved to Snohomish about 35 years ago and it was a baseball field. He thinks Council should let The Naming Committee do their work and not pass this motion this evening. He recommends allowing the committee to clear up the confusion because there obviously is a little bit of confusion with the name. It needs to have Averill in it, but the committee needs to finish its work.

Mayor Guzak agrees.

**VOTE ON MOTION:** No vote was taken. The motion was **WITHDRAWN** by Councilmembers Rohrscheib and Burke.

Councilmember Rohrscheib asked the City Attorney about the legality of citizens stating their name and address and whether or not it is proper procedure. He questioned if there is something within the City Code that states it's acceptable to ask for that information. He truly wants to know where speakers live, as he first and foremost represents the citizens of Snohomish. He states if you don't vote in the City, thank you for coming to the meeting, but his first order of business are to the citizens who reside in the City. That is who he supports and who elected him. He would like some direction and guidance moving forward on

whether citizens are required to give their name and address prior to speaking.

Mr. Weed responded the answer is not quite as simple as it may seem. The Open Public Meetings Act has a provision in it that says government cannot require people to identify themselves by name and address as a condition of attendance at a meeting. So, to get in the door, to come into this room and participate in this meeting, it is not appropriate for the City to require citizens to provide their name and address for attendance. What the Open Public Meetings law doesn't address is whether the City Council can require citizens as a condition of addressing or speaking to the Council to provide their name and address. The law is silent on that. There is no case in the State of Washington that addresses that. If you ask for his opinion, his opinion is the City should not make it mandatory but more voluntarily in the case of public comment. There is a distinction between public comment and public testimony in a public hearing that is quasi-judicial in nature. This Council doesn't hold very many of those anymore, but the Hearing Examiner does. Those are hearings for site specific rezones and conditional use permits. The nature of that type of comment is really testimony, and it should be under oath testimony. In those limited instances, it's appropriate to require name and address because any party that testifies in those type of hearings are considered to be a Party of Record. They are entitled to notice of the decision and appeal and there is no practical way to give those people notice if they don't provide who they are and where they live. In all other regular public comments, the City should not make it mandatory. It is certainly acceptable and perfectly legal to request it. If a person declines and they don't want to give their name and address under normal public comment that's their prerogative.

Mayor Guzak stated she typically asks citizens to provide their name and address, but if they don't want to they can still speak and do not have to sign up.

Mr. Weed added that in his approximate 34 years as City Attorney, he can't ever recall a situation where if someone declined to give their name and address when they addressed the Council they were denied an opportunity to speak.

Councilmember Hamilton stated he was bothered after the last meeting with the decorum that was going on during the meeting. He looked up the RCW 42.30.040 and had a conversation with the City Attorney about it. It does say that a member of the public shall not be required as a condition of attendance at the meeting to give their name or information. He also went back and reviewed Resolution 1311, which addresses procedures for the conduct of business at Council meetings. Under subsection 6a.2., where it discusses public testimony, it states the person who is testifying shall identify themselves for the record as to their name, address and organization. That has always been the process he is familiar with. The County has the same process. However, he agrees with the City Attorney if somebody doesn't want to give their name for whatever reason, he thinks they should be allowed to decline. It has been a customary practice to always request that. He stated Resolution 1311 discusses decorum in the Council meetings. He requests that the Council review decorum and think about it when dealing with social media. A lot of things happen out there and they don't always know who says something because they may disguise themselves and that has been a right in this country from the founding of it. You go back to the mid-1700s and during the Revolutionary War people were using pseudonyms to speak out against the crown. It is a protection citizens enjoy. It is part of the First Amendment. He was an editor and publisher for more than 21 years, and he firmly believes in the First Amendment and the right of people to speak. One of the reasons why they got to the Open Government Committee is to address being more open. It's just like a relationship with your significant other, if you are not open with them there is going to be some friction. He thinks this Council has always been interested in being open in its communication and staying on the high ground. Regarding the public testimony,

he stated subsection 3 speaks to time limitations. It states individuals will be allowed three uninterrupted minutes to speak. He thinks it's important citizens have their three minutes of uninterrupted time. He notes that it further states, at the discretion of the presiding official, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. If we have a meeting with a 100-150 citizens, then three minutes is a pretty strict time limit. If we have a handful of people and they stay on topic, it's a reminder that somebody might be allowed a little additional time. Citizens can also provide written documentation to appear in the public record. To make sure Council has adequate time to review documentation prior to the meeting, it should be received by 1:00 pm on the Thursday prior to the meeting. Council would love to receive these materials.

Mayor Guzak recused herself and temporarily relinquished her position as presiding official of the meeting to Mayor Pro Tem Schilaty.

Mayor Pro Tem Schilaty stated there is an action item before the Council for reimbursement of legal expenses for Mayor Guzak regarding the recall charges being brought against her. Mr. Weed will explain this item.

Mr. Weed stated he thought it would be important and hopefully helpful to Council to provide a summary overview of what the recall process involves and the steps in that process. The recall statutes in State law have about 17 different sections. The first step in the process is that a voter within the political subdivision that is involved can prepare a typewritten charge against an elected official which requires a detailed description of the charge. The written description needs to be provided under oath and signed by the individual, and this has been done. The second step is the written charge gets filed with the County Auditor, Elections Division and the charge is served on the individual whose recall has been demanded. The third step under State law is within 15 days the recall request is then submitted to the County Prosecuting Attorney's Office to prepare what is called a ballot synopsis. The Prosecutor prepares a ballot synopsis of not more than 200 words. It's not a comment on the adequacy or legal sufficiency of the recall charges, it's simply a summary of what has been alleged. The ballot synopsis then gets transmitted and certified to the Snohomish County Superior Court in Everett. Then it's the court's role to conduct a hearing within 15 days following receipt and certification from the Prosecutor's Office. The hearing before the Snohomish County Superior Court is in essence a mini-trial. Both the party accusing the elected official of wrongful acts as well as the person who is accused of them have an opportunity to have legal counsel and make their case as to whether the charges are legally sufficient. Also before the judge would be the correctness of the ballot synopsis prepared by the Prosecutor's Office. Only the sufficiency of the recall allegations are appealable, not the ballot synopsis. The judge can correct the ballot synopsis. The ballot synopsis is important because if it's approved, that statement goes on the ballot should enough signatures get on a recall petition to go to the voters. The hearing is held by a Superior Court Judge and the judge enters an order concerning the legal sufficiency of the charges and if they are determined to be sufficient, it opens the door to begin circulating a petition to gather signatures. The number of signatures required to make it to the ballot are 35% of the voters who voted for the Office of Mayor in the last election. It is his understanding it would require in excess of 700 signatures. If a judge finds that the charges are legally insufficient, a petition does not get circulated and the only recourse is appeal to the State Supreme Court. Mr. Weed states that is the process in a nutshell. There is timing for when a recall gets on the ballot if sufficient signatures have been collected. It's like any other ballot measure that requires signatures, the Auditor's Office, Elections Department reviews those signatures for validity and either certifies or doesn't certify the petition. He notes this is coming to the Council because there is a State statute RCW 35.21.203, which

states, the necessary expenses of defending an elective city or town official in a judicial hearing to determine the sufficiency of a recall charge as provided in RCW 29A.56.140 shall be paid by the city or town if the official requests such defense (Mr. Weed noted such a request has been made by Mayor Guzak) and approval is granted by the city or town council. He states that language makes it discretionary for the Council to determine whether to pay the necessary expenses or reimburse the Mayor for the defense of this process. The statute goes on to read, the expenses paid by the city or town may include costs associated with an appeal of the decision rendered by the superior court concerning the sufficiency of the recall charge. This is for Council to discuss and to make a decision whether or not the Council will authorize reimbursement of expenses.

Councilmember Burke would like to know how the scope of services is defined. He read it as for the defense of the accused. Is there any precedent for a politician engaging in some kind of countersuit? He wants to know the scope.

Mr. Weed stated State law requires Council to decide when a request has been made whether or not to authorize the necessary expenses of the defense. It doesn't have anything to do with any countersuit or any other allegations that a public official may or may not have.

Councilmember Rohrscheib stated he is curious to know if the judge denies this request and it goes to an appeal process, what happens if the appeal process occurs and it goes past the election cycle.

Mr. Weed responded any election would be stayed until final disposition is held. If it goes to an appeal to the Supreme Court, any circulation of a petition would be stayed until a final decision is made.

Councilmember Rohrscheib asked if this matter is appealed and continues through the courts and the second appeal judge approves the petition will there have to be a special election held.

Mr. Weed said the recall statute has a window of time when the election must be held once a sufficient petition has been certified as having the requisite number of signatures and can go on the ballot. He believes the statute is a window between 45 and 90 days after the petition has been certified as being sufficient.

Councilmember Rohrscheib asked about the statute requiring a voter bring this action forward. He wants to know if that individual has to be a registered voter or able to vote and do they have to be a resident of the City for a year or more.

Mr. Weed responded the statute that allows the initiation of this process says whenever any legal voter of the State or of any political subdivision thereof, either individually or on behalf of an organization desires to demand. Those are the words of the statute. So, you would need to be a legal voter of the State or in the case of a local issue, the local jurisdiction.

Councilmember Rohrscheib asked if the citizen be able to vote or actually be signed up to vote.

Mr. Weed replied the words – registered voter does not appear in the statute.

Mayor Pro Tem Schilaty stated it is her understanding Mayor Guzak is looking for reimbursement not to exceed $15,000.

Mr. Weed stated his understanding is that she has been in contact with a legal representative and there is likely to be a range, and $15,000 is within the range. It's hard to predict what the cost of this proceeding might be. This is like a mini-trial. There is legal briefing, research, preparation of a case, witnesses and testimony. It depends on how much and how many each side decides to present to a judge. A hearing could in theory take several days or it could take one day, or part of a day. In his best judgment, the range is likely to be from $10,000 to $35,000 or more. The request in this instance is for a sum not to exceed $15,000.

Councilmember Hamilton clarified that the question before the Council is does the Council want to reimburse the legal expenses for this particular action. He questioned if this includes any potential appeal.

Mr. Weed stated he believes the statute that allows for reimbursement covers both the hearing before the superior court as well as an appeal. He explained the recall charge is not a charge against the City of Snohomish. It is a charge against the individual who holds the position of the office, and in this instance Mayor. The City is not a party to this. The individual is. So, the individual would secure their own legal counsel of their choosing and enter into an attorney client legal relationship with a law firm and that law firm would charge for their services and the request is for the City to reimburse up to an amount of $15,000. However, it would be appropriate for Council to also authorize the City Manager to have an agreement in place if the Council should approve this with Karen Guzak on how that would work. For example, before the City reimburses and pays any of those amounts, the City would want to be sure that the services provided were properly billed for and accountable because the City will have to report to the State Auditor why it paid those amounts. This is clearly authorized under State law, but you still need to maintain a paper trail to demonstrate why you paid the sums.

Councilmember Hamilton stated while this is a recall of a specific individual and the City is not specifically involved in this, the allegations alleged do address a City practice. At what point is it appropriate for the Council to have the discussion on the issues in question.

Mr. Weed stated for purposes of this process, it is his expectation that whoever is representing Karen Guzak will want to interview, obtain declarations or ask some Councilmembers to testify. Until the process is completed, it might be well advised to hold off on a review of any of Council's current practices or procedures. It doesn't mean you have to, but he feels it would be advisable to do so. Tonight is not the time to evaluate whether any of the charges have validity or legal sufficiency or not, that is for a judge to determine. The only issue before Council is to determine whether or not the Council wishes to authorize reimbursement. That is a discretionary decision on the Council's part.

Councilmember Rohrscheib asked if the expenses exceed $15,000, can the Mayor ask for an additional amount.

Mr. Weed indicated a request can be made and brought back to Council. It would be a separate action.

Councilmember Burke asked if this amount would come out of the General Fund.

Mr. Bauman stated that is correct.

**MOTION** by Rohrscheib, second by Randall, as authorized under State law, RCW 35.21.203, that the City Council authorize reimbursement of Mayor Karen Guzak's necessary legal expenses of defending the recall charges brought against her not to exceed $15,000, and to authorize the City Manager to enter into an agreement to that effect with Karen Guzak.

Councilmember Wilde wanted history on whether other cities have paid legal expenses in situations like this or if this situation is unique.

Mr. Weed stated there is some history of cities going both ways on this issue and sometimes it depends on the type of charges made. In some instances where recall charges have been made against an elected official where what they are alleged to have done is completely outside of their duties or responsibilities as an elected official, some public entities have declined to provide legal representation. In other instances, they have. It is discretionary on the Council's part.

**VOTE ON MOTION:** The motion passed (6-0).

Mayor Guzak returned to the meeting after her recusal and presided over the remainder of the meeting.

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

Councilmember Hamilton stated the Planning Commission meeting is cancelled for this month and Community Transit will have a Board Meeting on Thursday at 3:00 p.m. in Everett.

Councilmember Burke said the Park Board met two weeks ago at the boat launch site. There was a robust discussion around whether to charge park users a fee at the launch site. He stated if citizens have an opinion about it, they should plan to attend a Park Board meeting. The HDS meeting will happen next Thursday. He also wanted to discuss LED street lighting with the Council, and determine if there is any desire to revisit the issue with the PUD. He forwarded an article he liked to Steve Schuller about a week ago. The article described that a lot of the LED lighting tends to run very high on the color temperature scale at 4-5,000K. It's looking like there are some health effects from that. He knows that his house is flooded with it, so he's not very partial on this issue. He doesn't like the lights around his house and they are not well shaded. Companies are responding. There is a company by the name of Cree, a very good innovative LED company. They have developed lighting for public utility districts and cities. The lights run a lot cooler down around 3 to 4,000 on the color temperature scale and more in line with maintaining good health. It's instantly more pleasant to be around. He thinks most of us have been shocked by some of the lights and instinctively feel that something is not right. The science is supporting that it's unhealthy. The City has a lot of these lights and he wants to do something about it. He would like to bring this up under New Business at the next meeting.

Councilmember Burke stated he is fine with people not stating their name or address when they want to make public comment. He thinks it is common courtesy to do so, but in his view, it's a right of free speech. If people don't want to share that information, they shouldn't have to. He said on a personal note, the way Council conducts themselves at meetings really matters and has an impact. Some of the decisions Council makes are complicated and controversial and what they do and say has an impact. He has had personal experiences during his time on Council with people vandalizing his property. People have defecated on his porch at night. That has changed and impacted him and affected his right to property.

When people get really inflammatory, it's dangerous stuff.

Councilmember Rohrscheib stated he completed another ride along with Deputy Jason Toner. It was another quiet night in the City. It's pretty awesome to live in a City where you do a police ride along and there is nothing going on most of the time. You may think all these things are happening and the police aren't doing this or that, but this City is pretty safe compared to some of the other cities that have constant calls like Lake Stevens. They responded to a number of calls on Friday evening, but none were in the City. Deputy Toner is a Master Patrol Deputy (MPD), which is the secondary person in charge if the Sergeant is not on duty. Deputy Toner mentioned that he liked the MPD designation because it allows flexibility in scheduling and provides some growth and experience opportunities. The Public Safety Commission is meeting next week to finalize National Night Out on August 2 at the church. He hopes to see everybody out there. He wished the kids from the Skate Park had stayed around. He thinks it's great they showed up. He was a skate punk and still is. One thing that irritates him is the amount of garbage thrown around at the park. If they are going to have their park, they need to respect it. He encouraged the skaters to clean up their park.

Councilmember Wilde stated he was east of the mountains for the Fourth of July holiday and there were two brush fires right across the street from him. One was on a hill side, which is very dangerous for firefighters to contain, and the other was across the street from him where it engulfed an apartment building. He has an elevated concern about fireworks that is growing.

Councilmember Schilaty reminded the public that an advisory vote is coming up on the November ballot and they should let the City know which way they want to go on the fireworks issue. If the public decides to ban fireworks, it takes one year to become effective. She attended the Parks Naming Committee – it's not the Parks *Renaming* Committee. The meeting was not fully attended by the members so some of the decisions to move forward have been deferred until the full membership is in attendance. Once the chair is elected, the work will be distributed and the committee will move forward. The next meeting will be at the end of August or beginning of September.

10. **MANAGER'S COMMENTS:**

Mr. Bauman stated he has one item in the form of a request for direction from Council. He has been approached by a City resident, Peter Messinger, who has requested time on a future City Council agenda to provide a brief PowerPoint presentation regarding his proposal for a firearms disposal campaign in Snohomish. If Council would like this item on the agenda, he would coordinate this with Chief Flood since the Police Department would be the likely recipient of any firearms disposal process in the community.

Councilmember Randall thought the Police Department currently accepts firearms and ammunition.

Mr. Bauman confirmed that is correct and is a continual practice. However, a campaign is a little bit more intensive. If the City generates a lot of activity through a campaign it could result in a higher level of activity and staff work.

Mayor Guzak stated that Mr. Messinger contacted her and met with Chief Flood about this. He would like more citizen awareness about the danger of firearms and the City's ability to take back guns. It's a Council decision.

Councilmember Schilaty stated she would like more information about it before Council makes a decision. She asked if there was any information that could be forwarded to the Council.

Mr. Bauman stated he has an email containing information, and he will be happy to forward to the Council. He will contact Council for their decision at the July 19 meeting under New Business.

The Health District is interested in scheduling presentations to City Councils throughout the County regarding a proposal for a per capita contribution to support the Health District. The proposal is a $2.00 per capita charge for each city, as well as for the county.

Mayor Guzak would like the City Manager to schedule the Health District presentation. She sat on the Board for almost five years and she knows they are struggling for funding and they provide a wide range of services. It's important the City review their proposal.

Mr. Bauman noted the Health District lost a large portion of their budget for operations and have laid off a significant number of their staff since the beginning of the recession.

Councilmember Burke would be interested in the presentation and evidence that funding like this drives down health care costs through preventative care. He thinks this funding program is a great idea.

Mayor Guzak stated the first major loss of revenue came with Tim Eyman's passing of the license tab fees. A major portion of the funding for the Health District was from license tab fees.

11. **MAYOR'S COMMENTS:**

Mayor Guzak stated she spent three days in Everett at the Association of Washington Cities conference. She took several courses that she found very informative. She was pleased the annual conference was in Everett instead of Olympia. She attended the boat launch opening. There is some misinformation about the boat launch. The Stocker property was paid for by money from the Snohomish County Conservation Futures and there was an appraisal that supported the purchase price. The government does not buy property for more than the appraised value. The City got a good deal on that. The boat launch was paid for by State funds. She has been attending a lot of meetings with Snohomish County Tomorrow which is the City's regional planning group comprised of the 19 cities in Snohomish County, the Tribes and the County. This is the 25th year dealing with land use issues. It is a very unique organization in the county that facilitates communication between cities and the county relative to land use issues. They are in a strategic planning process currently, so there have been one-on-one meetings with County Councilmembers and with the County Executive. Mayor Guzak is a member of the Executive Committee for Snohomish County Tomorrow, and is a party to those meetings. She asked about the Hal Moe Committee meetings not being on the website. She wants to make sure those meetings are posted for the public. She mentioned Kla Ha Ya Days will be from July 9 through July 17. There will be a parade and lots of great activities for the kids.

12. **ADJOURN** at 9:52 p.m.

APPROVED this 19th day of July 2016.

| CITY OF SNOHOMISH | ATTEST: |
|---|---|
| _____ | _____ |
| Karen Guzak, Mayor | Pat Adams, City Clerk |

***PUBLIC HEARING 6a***

**Date:** July 19, 2016

**To:** City Council

**From:** Brooke Eidem, Associate Planner

**Subject:** **Public Hearing – Community-Based Theaters**

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INTRODUCTION

This agenda item provides for a public hearing on proposed amendments to Title 14 Snohomish Municipal Code (SMC) addressing *community-based theaters*. The proposed amendments would identify community-based theaters as a separate land use to allow limited adaptive re-use of historic, non-residential structures in the Single Family zone.

The City Council discussed this item in a briefing on June 21, 2016. At that meeting, Council directed staff to prepare an ordinance and set a public hearing for July 19, 2016.

BACKGROUND

There are currently a number of nonconforming uses in the Single Family designated portion of the Historic District. According to the Comprehensive Plan Goal LU4, the Single Family designation is intended to provide "quietness, privacy, safety, and land use stability and compatibility". Implementation of this policy direction generally limits the range of allowed land uses to residential uses and certain limited, low-intensity commercial, social, utility, and civic uses. Non-residential uses include bed and breakfast uses, family childcare, religious facilities, commercial kennels, nursing/convalescent homes, congregate care/assisted living facilities, schools, fire stations, public parks, trails, libraries, and museums. This list includes both permitted and conditional uses.

The purpose of the proposed amendments is to establish a mechanism for certain nonconforming uses in the Single Family designation, such as the Thumbnail Theater at 1211 Fourth Street, to achieve conformity with the land use code. The Thumbnail Theater was initially established as an accessory to a church use. It has existed as a nonconforming use with no vesting protections since the theater became the principal use of the structure in 2007. The building is 86 years old, and not particularly adaptable for use as a single family home or other conforming use in the Single Family zone. Further, it is staff's perception that the Thumbnail Theater is largely viewed as a community asset. However, the nonconforming use status is a significant issue.

PROPOSAL

Draft Ordinance 2312 is provided as Attachment A, and includes language affecting Chapters 14.100, 14.207, and 14.235 SMC. Consistent with the intent to encourage preservation of historic structures, the proposed regulations would limit the use to the Historic District. The proposed definition would require such facilities to be owned and operated by a non-profit organization. The use would be listed as a conditional use only for the Single Family designation. In addition to the conditional use criteria of SMC 14.65.020, proposed conditions would restrict the use to a maximum floor area of 4,000 square feet to maintain a single family scale, and location within the Historic District and on a collector arterial or minor arterial.

The Recreational/Cultural Land Use Table in SMC 14.207.130 currently has two theater listings: *Plays/theatrical production* and *Theater*. Neither use is defined in the code, although staff interprets the *Theater* use to mean movie houses. Staff proposes to collapse Plays/theatrical production and Theater into one *Theater* listing, and add a definition for *Theater* to Chapter 14.100 SMC. A separate definition for *community-based theater* is also proposed.

Historic District sites eligible for the new use will be limited, in large part, to properties where adequate parking exists or where the prior use had an equal or larger parking requirement than the community-based theater use. Parking standards would be the same as the current requirement of one stall per every four seats listed for *Theater, Plays* in SMC 14.235.230. Staff proposes to revise this Land Use type to *Theaters* to encompass all theater uses.

ENVIRONMENTAL REVIEW
Pursuant to WAC 197-11-800(19)(b) this proposal is exempt from State Environmental Policy Act (SEPA) review.

NOTIFICATION TO STATE AGENCIES
Pursuant to RCW 36.70A.106, staff prepared a notice of intent to adopt the proposed regulations to the Washington State Department of Commerce for distribution to state agencies in April 2016.

PLANNING COMMISSION
The City of Snohomish Planning Commission held a public meeting on this issue on May 4, 2016 and a public hearing on June 1, 2016. The Commission recommended approval of the amendments and adopted findings of fact and conclusions which have been incorporated into the draft ordinance.

**STRATEGIC PLAN REFERENCE:** Initiative #6: Cultivate local businesses and promote the City as a great place to do business; Action Strategy 6.c: Facilitate growth and the enhancement of community character by establishing plans and ordinances that support businesses and residents in key opportunity districts; and Action Strategy 6.d: Attract new residents and businesses by promoting Snohomish's quality of life and supportive business climate.

**RECOMMENDATION: That the City Council ACCEPT public comment and ADOPT Ordinance 2312 as written or as amended.**

**ATTACHMENT:** Draft Ordinance 2312

ATTACHMENT A

**CITY OF SNOHOMISH**
**Snohomish, Washington**

**ORDINANCE 2312**

**AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT CODE, AS SET FORTH IN TITLE 14 OF THE SNOHOMISH MUNICIPAL CODE ("SMC"), BY ADOPTING PLANNING FINDINGS AND RECOMMENDATIONS; AMENDING SMC SECTION 14.100.020 RELATING TO DEFINITIONS OF PLANNING TERMS; AMENDING SMC SECTION 14.207.130 and 14.207.135 RELATING TO RECREATIONAL/CULTURAL LAND USES; AMENDING SMC SECTION 14.235.230 RELATING TO PARKING STANDARDS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

**WHEREAS**, the City has adopted a Land Use Development Code as Title 14 of the Snohomish Municipal Code ("Development Code") to implement the Comprehensive Plan and to ensure compatible and rational land development and land use in all portions of the City; and

**WHEREAS**, Title 14 of the Snohomish Municipal Code (SMC) provides for a range of permitted land uses in each land use designation within the City's planning area; and

**WHEREAS**, the preservation of historic structures is a priority of the City; and

**WHEREAS**, the Comprehensive Plan promotes single-family areas that provide suitable living environments for individuals and families and are characterized by quietness, privacy, safety, and land use stability and compatibility; and

**WHEREAS**, the predominant use within Single Family designations is intended to be single-family detached housing; and

**WHEREAS**, Title 14 SMC currently allows certain uses that are commercial in nature but compatible with the scale and character of a single-family neighborhood; and

**WHEREAS**, on June 1, 2016, a public hearing on the proposed amendments set forth herein was held before the Planning Commission and all persons wishing to be heard were heard; and

**WHEREAS**, following the public hearing, the Planning Commission evaluated issues related to the amendments; and

**WHEREAS**, consistent with SMC 14.15.090, the Planning Commission made findings and issued a recommendation to the City Council regarding the proposed amendments in which the Planning Commission found that the proposed amendments are internally consistent with the Comprehensive Plan, the Growth Management Act, and the State Environmental Policy Act, and are in the interest of the public health, safety, and welfare of Snohomish residents; and

**WHEREAS**, in its Findings and Recommendation, the Planning Commission recommended that the City Council adopt the proposed Development Code amendments which are set forth herein; and

**WHEREAS**, pursuant to SMC 14.15.070 and RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the City's Development Code; and

**WHEREAS**, the proposed amendments are exempt from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(19)(b); and

**WHEREAS**, on July 19, 2016, a public hearing on the proposed amendments was held by the City Council, and all persons wishing to be heard were heard;

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

**Section 1. Adoption of Planning Commission Findings and Recommendation.**

The Planning Commission findings dated June 1, 2016 are hereby adopted, incorporated by reference, including but not limited to the findings that the Development Code amendments adopted by this Ordinance are:

a. Internally consistent with the City of Snohomish Comprehensive Plan;
b. Consistent with the Washington State Growth Management Act;
c. Consistent with the Washington State Environmental Policy Act (Chapter 43.21C RCW); and
d. In the interest of the public health, safety, and welfare of Snohomish residents.

**Section 2. Amendment of SMC 14.100.020.**

SMC Section 14.100.020 is hereby amended with new, amended, and deleted terms and definitions as set forth in the attached **Exhibit A** which is incorporated herein by this reference.

**Section 3. Amendment of SMC 14.207.130 and 14.207.135.**

SMC Sections 14.207.130 and 14.207.135 are hereby amended to include the new and deleted uses and associated conditions set forth in the attached **Exhibit B** which are incorporated herein by this reference.

**Section 4. Amendment of SMC 14.235.230.**

SMC Section 14.235.230 is hereby amended as set forth in the attached **Exhibit C** which is incorporated herein by this reference.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

**Section 6. Effective Date.** This ordinance shall be effective five days after adoption and publication by summary.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this _____ day of _____, 2016.

CITY OF SNOHOMISH

By_____
Karen Guzak, Mayor

ATTEST:

By_____
Pat Adams, City Clerk

APPROVED AS TO FORM:

By _____
Grant K. Weed, City Attorney

Date of Publication:_____

Effective Date (5 days after publication): _____

EXHIBIT A

**Chapter 14.100**
**DEFINITIONS**

Sections
14.100.020 Definitions

( . . . )
**Community-based theater** means a land use where musical and dramatic performances are staged for public audiences. The term includes only those facilities owned and operated by a non-profit organization. Accessory uses may include arts education, assembly uses, ticket sales, and concessions.
( . . . )
**Theater** means an establishment primarily engaged in the indoor exhibition of motion pictures or of live theatrical presentations.
( . . . )

Except as provided herein, all other provisions of SMC 14.100.020 shall remain in full force and effect, unchanged.

EXHIBIT B

## 14.207.130 Recreational/Cultural Land Use Table.

| Land Use | Open Space | Public Park | Urban Horticulture | Single Family Residential | Low Density Residential | Medium Density Residential | High Density Residential | Commercial | Neighborhood Business | Historic Business District | Business Park | Industrial | Airport Industry | Mixed Use |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Parks and Recreation | | | | | | | | | | | | | | |
| Campgrounds | p | p | | | | | | | | | | | | |
| Community stables | | c | c | | | | | | | | | | | |
| Destination resorts | | p | | | | | | p | | p | | | p | |
| Marina | | p | c | | | | | p | | p | | | | |
| Public park | p | p | p | p | p | p | p | p | | p | p | p | p | p |
| Public trails | p | p | p | p | p | p | p | p | | p | p | p | p | p |
| Recreational center | | p | | | | | | p | | | p | | | |
| Recreational vehicle park | | c | | | | | | p2 | | | | | | |
| | | | | | | | | | | | | | | |
| Amusement/Entertainment | | | | | | | | | | | | | | |
| Amusement arcades | | | | | | | | p | | p | p | p | | p |
| Bowling center | | | | | | | | p | | | p | | | |
| Golf driving range | | c | | | | | | | | | | | c | |
| Golf facility | | c | | | | | | p | | | | | | |
| ~~((Plays/theatrical production))~~Community-based theater | | ((~~p~~)) | | c8 | | | | ((~~p~~)) | | ((~~p~~)) | ((~~p~~)) | | | ((~~p~~)) |
| Shoot range | | | | | | | | | | | | c6 | | |
| Sports club | | p | | | | | | p | | p | p | p | | p |
| Theater | | p | | | | | | p | | p | p | | | |
| | | | | | | | | | | | | | | |
| Cultural | | | | | | | | | | | | | | |
| Arboretum | | p7 | | p | p | p | p | p | | p | p | p | p | p |
| Conference center | | p7 | | | | | | p | | p | p | p | p | p |
| Library | | p7 | | c | c | c | c | p | | p | | | | p |
| Museum | | p7 | | c | c | c | c | p | | p | p | p | | p |
| | | | | | | | | | | | | | | |

## 14.207.135 Recreational/Cultural Land Uses: Regulations.

( . . . )

8. The following conditions and limitations shall apply to community-based theaters:
    a. The floor area of the facility is limited to 4,000 square feet.
    b. The facility shall be located within the Historic District.
    c. The site shall have direct access to a street designated as a collector arterial or minor arterial.

Except as provided herein, all other provisions of SMC 14.207.135 shall remain in full force and effect, unchanged.

EXHIBIT C

**14.235.230 Parking for Recreational/Cultural Land Uses.**

| | | | | |
|---|---|---|---|---|
| | | | | |
| | | **Land Use** | **Parking Requirement** | **Supplemental Requirements** |
| **Parks and Recreation** | | | | |
| | | Park | To be determined based on use | |
| | | Trails | To be determined based on use | |
| | | Campgrounds | 1 space per camp site | |
| | | Community stables | 1 space per horse if at maximum capacity | |
| | | Destination resorts | 1 space per 200 gsf | |
| | | Recreational vehicle park | 1 stall per space | |
| **Amusement/Entertainment** | | | | |
| | | Theater((~~, Plays~~)) | 1 space per every 4 seats | |
| | | Bowling center | 1 space per maximum design capacity for use | 1 space per 200 sf of gfa not incl. in calculation |
| | | Sports club | 1 space per 200 sf enclosed gfa | plus 1 space for every 3 persons at maximum capacity use |
| | | Golf facility | 1 space per 300 sf of area | 1 space per 200 sf of enclosed gfa |
| | | Golf driving range | 1 space per tee | 1 space per 200 sf of enclosed gfa |
| | | Shooting range (indoor) | 1 space per 400 enclosed gsf | |
| | | Amusement arcades | 1 space per 200 sf gfa | |
| **Cultural** | | | | |
| | | Library, Museum | 1 space per 300 sf of gfa | |
| | | Arboretum | to be determined | |
| | | Conference center | 1 space per 200 gfa | |

***PUBLIC HEARING 6b***

**Date:** July 19, 2016

**To:** Snohomish City Council

**From:** Clay White, Interim Planning Director

**Subject:** **Public Hearing - Deferral of Impact Fee Regulations**

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INTRODUCTION

This agenda item provides for the City Council hearing on proposed amendments to 14.290 (School Impact Fees), 14.295 (Traffic Impact Fees), and 14.300 (Park Impact Fees) regarding the optional deferral of school, traffic, and park impact fees for single-family attached and detached residential construction.

Planning staff provided a briefing on this issue at the June 21, 2016 meeting. Council directed staff to prepare an ordinance and set a public hearing for July 19, 2016. Since the June 21, 2016 meeting, staff has:

1) Prepared draft Ordinance 2313 which has been approved as to form.
2) As directed by Council, 14.290 (School Impact Fees), 14.295 (Traffic Impact Fees), and 14.300 (Park Impact Fees) have been prepared so that deferred impact fees would be paid prior to final inspection as directed by the Council.
3) Properly noticed the hearing in the paper of record.

BACKGROUND

RCW 82.02 provides the statutory authority for the collection of impact fees. The collection of impact fees is optional for Growth Management Act counties, cities, and towns but many use this option as a way to offset the impacts of new development. RCW 82.02.050 describes the purpose for impact fee collection. It states:

*(1) It is the intent of the legislature:*
*(a) To ensure that adequate facilities are available to serve new growth and development;*
*(b) To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and*
*(c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.*

Most jurisdictions that collect impact fees do so at the time of permit issuance, including the City of Snohomish. The idea of deferring impact fee collection until later in the development process became popular during the recession. By deferring collection, applicants could hold on to their money until a time closer to the point of sale. This was especially important to developers who were building many houses at one time as the cost of impact fees can add up. Several jurisdictions adopted deferral processes but it was still an optional process to do so.

This changed in 2015, when the legislature passed Engrossed Senate Bill (ESB) 5923. The Bill requires that the City of Snohomish (and all other jurisdictions that collect impact fees under RCW 82.02) adopt a process for the deferral impacts fees for single-family attached and detached residential construction.

Currently, the City of Snohomish requires collection of impact fees prior to building permit issuance or prior to final plat approval. These can include traffic, parks, and school impact fees (the Snohomish School District does not currently require impact fees for new development but it could in the future). Although not an impact fee, the City does have a process for deferring utility connect fees. A change in the code for impact fees could run similar to the process currently outlined in 15.04 SMC for utilities.

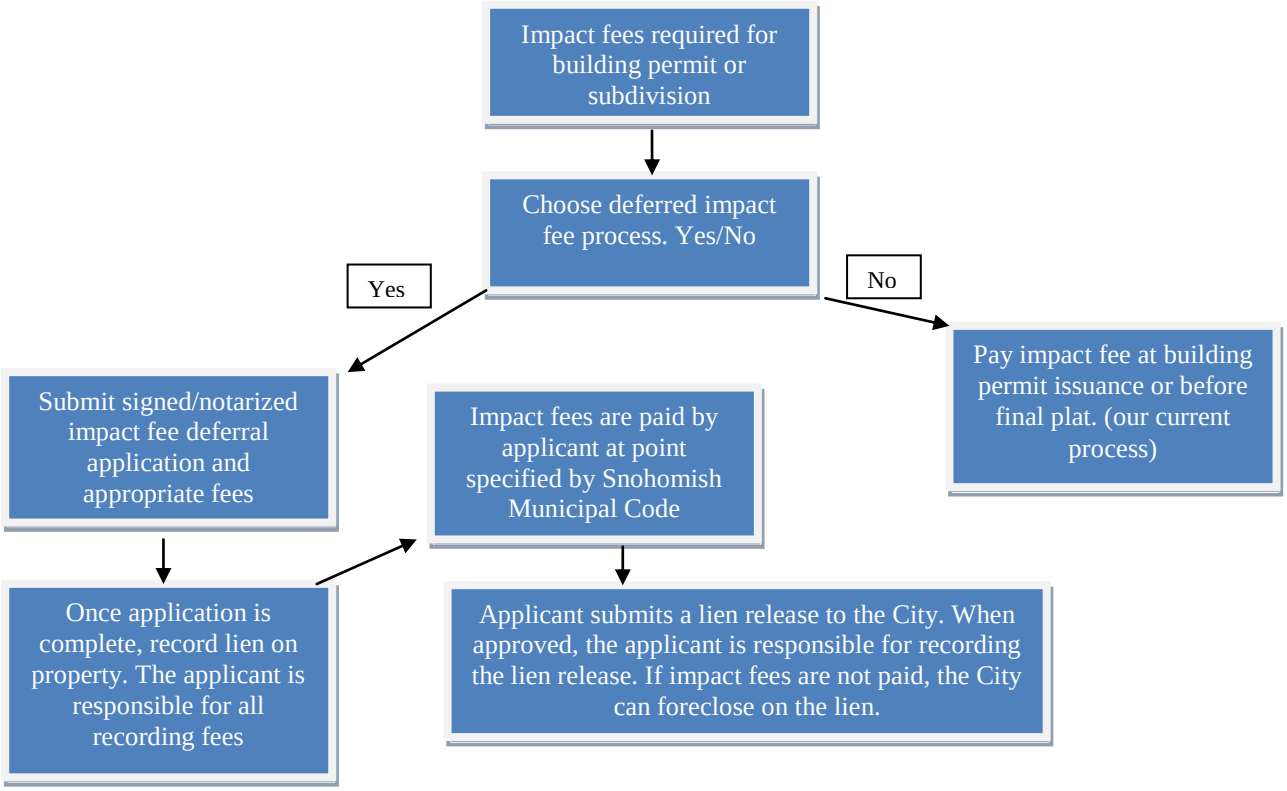
Under ESB 5923, we are required to provide an optional process for applicants to defer fees for single-family attached and detached residential construction until one of these steps in the permit process:

- Final inspection
- Issuance of a certificate of occupancy
- Closing of the first sale of the property occurring after the issuance of the applicable building permit

Based upon feedback from the City Council at the June 21, 2016 meeting, the draft code has been written to require payment before final inspection. No matter which point of the process we choose to collect impact fees for building permits, they cannot be deferred longer than 18 months from building permit submittal. It is also important to note that the final inspection and the certificate of occupancy processes are often completed at or near the same time. New regulations must be adopted by the City Council no later than September 1, 2016.

PROPOSAL

ESB 5923 provides very few areas of discretion for the Council to consider. We are required to provide an optional process to defer impact fees and the law sets out how the process is accomplished. As described above, the City currently collects impact fees prior building permit issuance or final plat approval. The optional deferral process will be much more cumbersome. The following describes both processes when impact fees are required:




ENVIRONMENTAL REVIEW
Pursuant to WAC 197-11-800(19), this proposal is exempt from State Environmental Policy Act (SEPA) review.

NOTIFICATION TO STATE AGENCIES
Pursuant to RCW 36.70A.106, staff sent the 60-day notice of intent to adopt the proposed regulations to the Washington State Department of Commerce on April 25, 2016.

PLANNING COMMISSION
The City of Snohomish Planning Commission held a public meeting on this issue on May 4, 2016 and hearing on June 1, 2016. The Commission recommended approval of the changes and adopted findings of fact and conclusions which have been incorporated into the draft ordinance.

**STATEGIC PLAN REFERENCE:** Not applicable

**RECOMMENDATION: That the City Council hold a Public Hearing on the deferred impact fee regulations and ADOPT Ordinance 2313 as written or as amended.**

**ATTACHMENT:** Ordinance 2313

**CITY OF SNOHOMISH**
**Snohomish, Washington**

**ORDINANCE 2313**

**AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, AMENDING THE CITY'S DEVELOPMENT CODE AS SET FORTH IN TITLE 14 OF THE SNOHOMISH MUNICIPAL CODE (SMC) BY AMENDING CHAPTER 14.290 ENTITLED "SCHOOL IMPACT FEES" RELATING TO THE PROCESS TO DEFER THE PAYMENT OF SCHOOL IMPACT FEES FOR NEW SINGLE FAMILY DETACHED OR ATTACHED RESIDENSES; BY AMENDING CHAPTER 14.295 ENTITLED "TRAFFIC IMPACT FEES" RELATING TO THE PROCESS TO DEFER THE PAYMENT OF TRAFFIC IMPACT FEES FOR NEW SINGLE FAMILY DETACHED OR ATTACHED RESIDENSES; BY AMENDING CHAPTER 14.300 ENTITLED "PARK IMPACT FEES" RELATING TO THE PROCESS TO DEFER THE PAYMENT OF PARK IMPACT FEES FOR NEW SINGLE FAMILY DETACHED OR ATTACHED RESIDENSES; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE**

**WHEREAS**, pursuant to Title 14 of the Snohomish Municipal Code (SMC), the City has adopted a Land Use Development Code ("Development Code") to implement the Comprehensive Plan and to promote orderly growth and development in the City; and

**WHEREAS**, RCW 82.02.050 and 82.02.060 authorize cities to adopt by ordinance a schedule of impact fees to ensure that adequate facilities are available to serve new growth and development; and

**WHEREAS**, RCW 82.02.050(2) authorizes cities that are required to plan under RCW 36.70A.040, which includes the City of Snohomish, to impose impact fees on development activity as part of the financing of public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees; and

**WHEREAS**, RCW 82.02.050(4) authorizes impact fees to be collected and spent only for the public facilities defined in RCW 82.02.090 addressed in a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW 36.70A.070 that identifies: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development; and

**WHEREAS**, the City has adopted 14.290 SMC, related to the collection of School Impact Fees, 14.295 SMC related to the collection of Traffic Impact Fees, and 14.300 SMC related to the collect of Park Impact Fees; and

**WHEREAS**, the Washington State Legislature passed Engrossed Senate Bill (ESB) 5923 as part of the 2015 legislative session; and

**WHEREAS**, ESB 5923 requires cities and counties, collecting impact fees authorized by RCW 82.02, to provide an optional process for the deferred collection of impact fees for single family attached or detached residences; and

**WHEREAS**, pursuant to SMC 14.15.070 and RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the City's Development Code; and

**WHEREAS**, acting as the City of Snohomish SEPA Responsible Official, the City Planning Director reviewed the proposed amendments and determined the proposal is exempt from SEPA review pursuant to Section 197-11-800(19) of the Washington Administrative Code; and

**WHEREAS**, on June 1, 2016, a public hearing on the proposed amendments was held by the Snohomish Planning Commission, and all persons wishing to be heard were heard; and

**WHEREAS**, on July 5, 2016, a public hearing on the proposed amendments was held by the Snohomish City Council, and all persons wishing to be heard were heard;

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

**Section 1. Adoption of Planning Commission Findings and Recommendation.** The Planning Commission findings are hereby adopted and incorporated herein by reference, including but not limited to the findings that the Development Code amendments adopted by this Ordinance are:

a. Internally consistent with the City of Snohomish Comprehensive Plan;
b. Consistent with the Washington State Growth Management Act;
c. Consistent with the Washington State Environmental Policy Act (Chapter 43.21C RCW); and
d. In the interest of the public health, safety, and welfare of Snohomish residents.

**Section 2. Amendment of Chapter 14.290 SMC.** SMC Sections 14.290.120 and 14.290.125 are hereby amended and added to 14.290 SMC as set forth in the attached **Exhibit A** and is incorporated herein by this reference.

**Section 3. Amendment of Chapter 14.295 SMC.** SMC Sections 14.295.130 and 14.295.135 are hereby amended and added to 14.295 SMC as set forth in the attached **Exhibit B** and is incorporated herein by this reference.

**Section 4. Amendment of Chapter 14.300 SMC.** SMC Sections 14.300.060 and 14.300.065 are hereby amended and added to 14.300 SMC as set forth in the attached **Exhibit C** and is incorporated herein by this reference.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

**Section 6. Effective Date.** This ordinance shall be effective five days after adoption and publication by summary.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 19th day of July, 2016.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

By _____
Pat Adams, City Clerk

APPROVED AS TO FORM:

By _____
Grant K. Weed, City Attorney

EXHIBIT A

## Chapter 14.290

## SCHOOL IMPACT FEES

Sections:

14.290.010 Purpose
14.290.020 Applicability
14.290.030 Incorporation of School District Capital Facilities Plan as a Sub-Element of the City Capital Facilities Plan
14.290.040 Establishment of Impact Fees
14.290.050 Exemptions from Impact Fees
14.290.060 Procedure for Determining Mitigation Impacts
14.290.070 Method for Calculating Impact Fees
14.290.080 Administrative Adjustment of Fee Amount
14.290.090 School District Impact Area
14.290.100 Comparable In-Kind Mitigation Option
14.290.110 Credit for Payment or Obligation Previously Incurred
14.290.120 Time of Performance for Mitigation of Impact
14.290.125 Single-Family Residential Deferral Program.
14.290.130 Use of Impact Mitigation Funds
14.290.140 Unacceptable Impact Levels
14.290.150 Impact Fee Schedule Exemptions
14.290.160 Impact Fee Limitations
14.290.170 Revision of School District CFP
14.290.180 Annual Report
14.290.190 Appeals

**14.290.010 Purpose.** The regulations contained in this chapter are necessary for the protection and preservation of the public health, safety, and general welfare of the citizens of the City of Snohomish. The public school system which serves City residents is unable to provide the services required to meet the educational needs of the growing community. The purposes of this chapter are (1) to ensure that adequate school facilities are available to serve new growth and development; and (2) to require that new growth and development pay a proportionate share of the costs of new school facilities needed to serve new growth and development.

**14.290.020 Applicability.** The terms of this title shall apply to all residential development as defined herein for which a complete application for approval has been submitted on or after the effective date of this chapter.

**14.290.030 Incorporation of School District Capital Facilities Plan as a Sub-Element of the City Capital Facilities Plan.** By separate ordinance, the City Council has adopted and incorporated by reference the Capital Facilities Plan of the Snohomish School District as a sub-element of the Capital Facilities Element of the City's Comprehensive Plan. The necessary school facilities and the methodology and schedule of school impact fees set forth in the School

District's Capital Facilities Plan shall constitute the basis for the school impact fees established in SMC 14.290.040.

**14.290.040 Establishment of Impact Fees.** As a condition of approval of all development or development activity, as defined herein, or as a condition of issuance of a building permit for existing undeveloped lots, the City will require mitigation of adverse impacts on school services pursuant to the State Growth Management Act, RCW 36.70A, RCW 82.02 and this chapter. School impact fee amounts shall be based on the Snohomish School District's adopted Capital Facilities Plan in the amounts shown in the adopted fee resolution No. 1340 as it now reads or is hereafter amended. (Ord. 2196, 2010; Ord. 2242, 2012; Ord. 2299, 2016)

**14.290.050 Exemptions from Impact Fees.** Accessory dwelling units, as defined in this title, are exempt from the requirements of this chapter. (Ord. 2196, 2010)

**14.290.060 Procedure for Determining Mitigation Impacts.** Approval of residential development by the City shall be contingent upon the project proponents documenting to the satisfaction of the City the projects adverse impacts on existing primary and secondary public educational improvements identified by this chapter and the School District's Capital Facilities Program. Documentation shall consist of a letter from the Snohomish School District stating that monetary, land, or comparable in-kind mitigation which meets the requirements of this chapter have been made by the project proponent.

**14.290.070 Method for Calculating Impact Fees.** The method and formula for determining any required school impact mitigation shall be as established by the Snohomish School District in its capital facilities plan and as adopted by the City of Snohomish in its Comprehensive Plan and this chapter. The school impact fees shall be in conformance with the schedule set forth in SMC 14.290.040.

**14.290.080 Administrative Adjustment of Fee Amount.**

A. Within 14 days of acceptance by the City of a building permit application a developer or school district may appeal to the Planner for an adjustment to the fees imposed by this title. The City Planner may adjust the amount of the fee, in consideration of studies and data submitted by the developer and any affected district, if one of the following circumstances exists:

1. It can be demonstrated that the school impact fee assessment was incorrectly calculated;
2. Unusual circumstances of the development demonstrate that application of the school impact fee to the development would be unfair or unjust;
3. A credit for in-kind contributions by the developer is warranted; or
4. Any other credit specified in RCW 82.02.060(1)(b) may be warranted.

B. To avoid delay pending resolution of the appeal, school impact fees may be paid under protest in order to obtain development approval.

C. Failure to exhaust this administrative remedy shall preclude appeals of the school impact fee pursuant to SMC 14.290.190 below.

**14.290.090 School District Impact Area.** The service area for which a subdivision or residential development shall be considered to have impacted, shall be the entire Snohomish School District. The District encompasses a geographic area in excess of that of the City of Snohomish; therefore, impact fees cannot be directly attributable to a specific geographic area at all times. This is particularly true for junior and senior high schools. The School District shall, however, attempt to designate impact mitigation for elementary schools, as much as possible, to the general geographic area in which the subdivision or residential development is located, especially in such cases where the school population for the subdivision or Snohomish Municipal Code residential development is within what is considered normal walking distances between home and an elementary school or school site.

**14.290.100 Comparable In-Kind Mitigation Option.** The Snohomish School District and the proponent of the project may consider in-kind options to satisfy the mitigation obligation. Land dedication, site preparation, provision of portable units, equipment purchases, and other in-kind mitigation options equivalent in value to the dollar amount required for mitigation may be utilized if acceptable to the School District, so long as the mitigation is found by the School District to be equal to the impact fees otherwise due under this chapter.

**14.290.110 Credit for Payment or Obligation Previously Incurred.** The dollar value of comparable in-kind mitigation shall be credited against the dollar amount of mitigation required pursuant to this chapter. If the dollar value of comparable in-kind mitigation or any impact element exceeds the dollar amount required for mitigation for that element, the project proponent shall be reimbursed from impact mitigation monies collected for the same or similar mitigation for subsequent projects. Any process or schedule for reimbursement shall be negotiated between the project proponent and the School District, a copy of which will be forwarded to the City of Snohomish to be included in the file for the project, prior to final development approval.

**14.290.120 Time of Performance for Mitigation of Impact.** Payment of any required school impact fees or in-kind contribution shall be made prior to the issuance of a building permit unless the project proponent elects to defer payment utilizing the process outlined in 14.290.125. A project proponent may elect to pay before the final plat is approved for the lots within a subdivision or residential development. Such election to pay shall be noted by a covenant placed on the deed for each affected lot within the subdivision or residential development. When a subdivision or residential development is conditioned upon the performance of a comparable in-kind mitigation, a final plat shall not be recorded, and no building permit for any individual lot shall be issued until the School District indicates in writing to the City that such in-kind mitigation has been satisfactorily completed.

**14.290.125 Single-Family Residential Deferral Program.** An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferral of impact fees are considered under the following conditions:

A. An applicant for deferral must request the deferral no later than the time of application for a building permit.

B. To receive a deferral, an applicant must:

1. Submit a deferred impact fee application and acknowledgment form for each single-family attached or detached residence for which the applicant wishes to defer payment of the impact fees on a form to be provided by the City;

2. Pay the applicable administrative fee as established by resolution or ordinance of the City;

3. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the City against the property in favor of the City in the amount of the deferred impact fee that:

    a. Includes the legal description, tax account number, and address of the property;

    b. Requires payment of the impact fees to the City prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;

    c. Is signed by all owners of the property, with all signatures acknowledged as required for a deed recorded in Snohomish County;

    d. Binds all successors in title after the recordation; and

    e. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

4. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.

5. The City shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the City shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.

6. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.

7. If impact fees are not paid in accordance with the provisions of this chapter and in accordance with the term provisions established herein, the City may institute foreclosure

proceedings in accordance with RCW 61.12.

8. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 20 single-family residential construction building permits.

**14.290.130 Use of Impact Mitigation Funds.** The Snohomish School District shall use mitigation impact funds received under this chapter to meet its Capital Facilities Plan, so long as said mitigation funds received are used in the same manner as mitigation funds received from subdivisions and residential developments from outside of the City limits of the City of Snohomish; and further provided the use of said mitigation funds results in improvements to district-wide student housing.

**14.290.140 Unacceptable Impact Levels.**

A. The City shall review residential development proposals pursuant to all applicable state and local laws and regulations, including the State Environmental Policy Act (Chapter 43.21C RCW), the State Subdivision Law (Chapter 58.17 RCW), and the applicable sections of the Snohomish Municipal Code. Following such review, the City may condition or deny development approval as necessary or appropriate to mitigate or avoid significant adverse impacts to school facilities, to assure that appropriate provisions are made for schools, school grounds, and safe student walking conditions, and to ensure that development is compatible and consistent with each district's services, facilities, and capital facilities plan.

B. Impact fees required by this chapter for development, together with compliance with development regulations and other mitigation measures offered or imposed at the time of development review, shall constitute adequate mitigation for all of a development's specific adverse environmental impacts on the school system for the purposes of Chapter 14.90 SMC. Nothing in this chapter prevents a determination of significance from being issued, the application of new or different development regulations, and/or requirements for additional environmental analysis, protection and mitigation measures to the extent required by applicable law.

**14.290.150 Impact Fee Schedule Exemptions.** The Council may, on a case-by-case basis, grant exemptions to the application of the fee schedule for low-income or senior housing that achieves broad public purposes as defined in Chapter 14.05.020 SMC, and authorized by and in accordance with the conditions specified under RCW 82.02.060(2). To qualify for the exemption, the developer of such housing shall submit a petition to the Planner for consideration by the Council prior to application for building permit. Conditions for such approvals shall be established by the Council at the time of approval that, at a minimum, meet the requirements of RCW 82.02.060(2), and which shall also include a requirement for a covenant to assure the project's continued use for low-income or senior housing. The covenant entered into by and between the developer and the City shall be an obligation that runs with the land, and shall be recorded against the title of the real property upon which such housing is located in the real

property records of the City of Snohomish. The covenant shall be reviewed and approved as to form by the City Attorney.

**14.290.160 Impact Fee Limitations.**

A. School impact fees shall be imposed for District capital facilities that are reasonably related to the development under consideration, shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the development, and shall be used for system improvements that will reasonably benefit the new development.

B. School impact fees must be expended or encumbered for a permissible use within six years of receipt by the District.

C. To the extent permitted by law, school impact fees may be collected for capital facilities costs previously incurred to the extent that new growth and development will be served by the previously constructed capital facilities, provided that school impact fees shall not be imposed to make up for any existing system deficiencies.

D. A developer required to pay a fee pursuant to RCW 43.21C.060 for capital facilities shall not be required to pay a school impact fee pursuant to RCW 82.02.050 - .090 and this title for the same capital facilities.

**14.290.170 Revision of School District CFP.** The Snohomish School District must review and update its CFP biennially in order for this ordinance to remain in effect. The CFP must be submitted in reasonable time for City review in advance of the expiration of the current CFP. The City will accept the updated CFP by adopting the Snohomish School District CFP as part of the City CFP in the City Comprehensive Plan and annual budget. (Ord. 2196, 2010)

**14.290.180 Annual Report.** The Snohomish School District must submit to the City annually a report in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds collected, expended and held for future improvements. The annual report shall be sent to the City on or before April 1 of each year for the preceding calendar year.

**14.290.190 Appeals.** Appeals of mitigation requirements imposed pursuant to this title shall be as provided in Chapter 14.75 of the Snohomish Municipal Code.

EXHIBIT B

# TRAFFIC IMPACT FEES AND MITIGATION

Sections:

14.295.010 Findings
14.295.020 Declaration of Purpose
14.295.030 Relationship to Environmental Impacts
14.295.040 Definitions
14.295.050 Street System Policy –General Provisions
14.295.060 Traffic Study
14.295.070 Determination of Street System Obligations
14.295.080 Street System Capacity Requirements
14.295.090 Traffic Impact Fee
14.295.095 Traffic Impact Fee Exemption
14.295.100 Level of Service and Concurrency Requirements
14.295.110 Inadequate Street Condition Requirements
14.295.120 Special Circumstances
14.295.135 Single-Family Residential Deferral Program
14.295.130 Administration of Traffic Impact Fee Payments
14.295.140 Administrative Appeals
14.295.150 Severability
14.295.160 No Special Duty

**14.295.010 Findings.** The City Council finds as follows:

A. The acquisition, construction, and improvement of streets to serve new developments in the City of Snohomish is a major burden upon City government; the City is experiencing a rapid, large-scale increase in intensity of land use and in population growth; rapid growth creates large "front-end" demands for City services, including streets, and causes increased street usage; existing and projected City funds are not adequate to meet the public's projected street needs; failure to ensure that street improvements are made as traffic increases cause severe safety problems, impedes commerce, and interferes with the comfort and repose of the public; and the provisions of this Chapter are necessary to preserve the State Legislature's intent that the City, in the exercise of reasonable discretion, retains ultimate responsibility for City services and the City's financial integrity.

B. The City has the power under existing law to condition development and require street improvements reasonably related to the traffic impact of a proposed development, and it is appropriate and desirable to set out in this Chapter what will be required of developments and to establish a uniform method of treatment for similar development impacts on the City street system.

C. The Growth Management Act (GMA), RCW 36.70A.070(6)(b), requires that "local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level-of-service on a transportation facility to decline below the

standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development" and that: "For the purposes of this subsection (6) 'concurrent with development' shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

D. This Chapter is consistent with and implements the City's Comprehensive Plan adopted pursuant to Chapter 36.70A RCW.

E. The total benefits of certain transportation demand management measures in reducing marginal trips are projected to significantly outweigh the total costs.

F. The regulations contained in this Chapter are necessary for the protection and preservation of the public health, safety and general welfare.

**14.295.020 Declaration of Purpose.**

A. The purpose of this Chapter is to ensure that the public health, safety and welfare will be preserved by having safe and efficient streets serving new and existing developments by requiring development to mitigate traffic impacts, which may include a proportionate share payment reasonably related to the traffic impact of the proposed development and construction of street improvements and dedication of right-of-way reasonably necessary as a result of the direct traffic impact of proposed developments.

B. Chapter 14.295 SMC is intended to ensure that City policy for the provision of safe and adequate access and the allocation of responsibility for immediate or future street improvements necessitated by new development is fairly and consistently applied to all developments.

C. This Chapter requires the analysis and mitigation of a development's traffic impact on the City street system. In order to quantify the continuing need for street improvements on the City street system anticipated by projected growth, the Public Works Department is authorized to develop and update the Transportation Facilities Plan based on and consistent with the Comprehensive Plan's Transportation Element. The Transportation Facilities Plan shall be used in evaluating the traffic impact of developments and determining necessary mitigation of such impacts.

**14.295.030 Relationship to Environmental Impacts.**

A. The requirements of this Chapter, together with the Comprehensive Plan and the City's other development regulations and policies adopted pursuant thereto, shall constitute the policies of the City under the GMA and the State Environmental Policy Act, Ch. 43.21C RCW, (SEPA) for the review of development and the determination of significant adverse environmental impacts and imposition of mitigation requirements due to the impacts of development on the transportation system.

B. Measures required by this Chapter shall constitute adequate mitigation of adverse or

significant adverse environmental impacts on the street system for the purposes of SEPA, to the extent that the City determines the specific impacts of the development are adequately addressed by this Chapter in accordance with SEPA.

C. In accordance with RCW 43.21C.065 and RCW 82.02.100, a person required to make a proportionate share mitigating payment under a SEPA payment program or pay a traffic impact fee under this Chapter shall be required to make a payment or pay a fee pursuant to either SEPA or the GMA, but not both, for the same system improvements.

**14.295.040 Definitions.**

A. Approving authority. "Approving authority" means the City employee, agency or official having authority to issue the approval or permit for the development involved.

B. Arterial unit. "Arterial unit" means a street, segment of a street, or portion of a street or a system of streets, including an intersection, consistent with the level-of-service methodology adopted in the City Comprehensive Plan and consistent with the criteria established by the Director, for the purpose of making level-of-service concurrency determinations.

C. Arterial Unit in arrears. "Arterial unit in arrears" means any arterial unit operating below the adopted level-of-service standard adopted in the Comprehensive Plan, except where improvements to such a unit have been programmed in the City six-year Transportation Improvement Program adopted pursuant to RCW 36.81.121. with funding identified that would remedy the deficiency within six years.

D. Capacity improvements. "Capacity improvements" means any improvements that increase the vehicle and/or people moving capacity of the street system.

E. Comprehensive Plan. "Comprehensive Plan" means the generalized, coordinated land use policy statement of the City adopted pursuant to Chapter 36.70A RCW, which may include a land use plan, a capital facilities plan, a Transportation Element, subarea plans, and any such other documents or portions of documents identified as constituting part of the Comprehensive Plan under Chapter 36.70A RCW.

F. Dedication. "Dedication" means conveyance of land to the City for street purposes by deed or some other instrument of conveyance or by dedication on a duly filed and recorded plat or short plat.

G. Department. "Department" means the City of Snohomish Public Works Department.

H. Developer. "Developer" means the person applying for or receiving a permit or approval for a development.

I. Development. "Development" means all activities that require the following types of City permits or approvals: subdivisions, short subdivisions, industrial or commercial building permits, conditional use permits, recorded development plans, or building permits (including building permits for multi-family and duplex residential structures, and all similar uses),

changes in occupancy and other applications pertaining to land uses; provided that "development" does not include building permits for single-family residential dwellings, attached or detached accessory apartments, or duplex conversions, on existing tax lots.

J. Direct traffic impact. "Direct traffic impact" means any new vehicular trip added by new development to the City street system.

K. Director. "Director" means the City of Snohomish Department of Public Works Director or his/her authorized designee.

L. Frontage improvements. "Frontage improvements" means improvements on streets abutting a development and tapers thereto required as a result of a development. Generally, frontage improvements shall consist of appropriate base materials, curb, gutter, sidewalk, storm drainage improvements, bus pullouts and waiting areas where necessary, bicycle lanes and bicycle paths where applicable, and lane improvements.

M. Highway capacity manual. "Highway capacity manual" means the Highway Capacity Manual, Special Report 209, Transportation Research Board, National Research Council, 1985, 2101 Constitution Avenue, Washington, D.C., amendments thereto, and any supplemental editions or documents published by the transportation research board adopted by the U.S. Department of Transportation, Federal Highway Administration.

N. Inadequate street condition. "Inadequate street condition" means any street condition, whether existing on the street system or created by a new development's access or impact on the street system, which jeopardizes the safety of street users, including no automotive users, as determined by the City engineer in accordance with the Department policy and procedure for the determination of inadequate street conditions.

O. Level-of-service. "Level-of-service" or "LOS" means a qualitative measure describing operational conditions within a traffic stream and the perception thereof by street users. Level-of-service standards may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. The highway capacity manual defines six levels of service for each type of facility for which analysis procedures are available. They are given letter designations, LOS A to F, with LOS A representing the best operating condition, and LOS F the worst. For the purposes of this Chapter, level-of-service will be measured only on arterial units.

P. Offsite street or street improvement. "Offsite street or street improvement" means an improvement, except a frontage improvement, to an existing or proposed City street, which improvement is required or recommended in accordance with this Chapter.

Q. Public agency. "Public agency" means any school district, public water, sewer or utility district, fire district, airport district, public transportation benefit area, or local government agency, seeking a land use permit or approval reviewed under this Chapter.

R. Street. "Street" means an open, public way for the passage of vehicles, that where

appropriate, may include pedestrian, equestrian and bicycle facilities. Limits include the outside edge of sidewalks, or curbs and gutters, paths, walkways, or side ditches, including the appertaining shoulder and all slopes, ditches, channels, waterways, and other features necessary for proper drainage and structural stability within the right-of-way or access easement.

S. Street system. "Street system" means those existing or proposed City streets within the transportation service area.

T. Transportation Element. "Transportation Element" means the element of the City's Comprehensive Plan that consists of transportation goals and policies, an inventory of transportation facilities and services, adopted level of service standards for the street system, an analysis of the street system's deficiencies and needs, prioritized street system improvements and management strategies, and a multiyear financial plan, adopted pursuant to Ch. 36.70A RCW.

U. Transportation Facilities Plan. "Transportation Facilities Plan" means the City approved document containing the prioritized improvements and projects designated by the City to implement the six-year Transportation Improvement Program.

V. Transportation service area. "Transportation service area" means the entire geographic area of the City, as identified and utilized in the Transportation Element for the purpose of evaluating the transportation impacts of development, determining proportionate shares of needed transportation improvements, and allocating revenue to transportation improvement projects.

**14.295.050 Street System Policy-General Provisions.**

A. Applicability to development. Any application for approval of a permit for a development in the City of Snohomish is subject to the provisions of this Chapter.

B. Director's recommendation: approval.

1. In approving or permitting a development, the approval authority shall consider the Director's recommendations and act in conformity with this Chapter.

2. The Director shall only recommend approval of a development, if, in the Director's opinion, adequate provisions for City streets, access, and mitigation of the transportation impacts of the development are made as provided in the City's development regulations, SEPA, and this Chapter.

3. The Director shall only recommend approval of a development if the development is deemed to be concurrent in accordance with this Chapter.

C. Excessive expenditure of public funds. If the location, nature, and/or timing of a proposed development necessitates the expenditure of public funds in excess of those currently available for the necessary street improvement or is inconsistent with priorities established to serve the general public benefit, and if provision has not otherwise been made to meet the mitigation requirements as provided in this Chapter, the City may refuse to approve or grant

a permit for development. As an alternative, the City may allow the developer to alter the proposal so that the need for street improvement is lessened or may provide the developer with the option of bearing all or more than the development's proportionate share of the required street improvement costs.

D. Development mitigation obligations. Any application for approval of a permit for a development shall be reviewed to determine any requirements or mitigation obligations that may be applicable for the following:

1. Impact on street system capacity;

2. Impact on specific level-of-service deficiencies;

3. Impact on specific inadequate street condition locations;

4. Frontage improvements requirements;

5. Access and transportation system circulation requirements;

6. Dedication or deeding of right-of-way requirements;

7. Transportation demand management measures.

E. Street system capacity requirements. The direct traffic impacts of any development on the capacity of all intersections, arterials and non-arterials in the street system identified as needing future capacity improvements in the currently adopted Transportation Element will be mitigated either by constructing street improvements which offset the traffic impact of the development or by paying the development's share of the cost of the future capacity improvements.

F. Level-of service standards.

1. As required by RCW 36.70A.070(6)(a), standards for levels of service on City arterials have been adopted by the City in the Comprehensive Plan. The Department will plan, program and construct transportation system capacity improvements for the purpose of maintaining these adopted level-of-service standards in order to facilitate new development that is consistent with the Comprehensive Plan.

2. In accordance with RCW 36.70A.070(6)(b), no development will be approved which would cause the level-of-service on any arterial unit or intersection to fall below the adopted level-of-service standards unless improvements are programmed and funding identified which would remedy the deficiency within six years.

3. When the City Council determines that excessive expenditure of public funds is not warranted for the purpose of maintaining adopted level-of-service standards on an intersection or arterial unit, the City Council may designate by motion such intersection

or arterial unit as being at ultimate capacity. Improvements needed to address operational and safety issues may be identified in conjunction with such ultimate capacity designation.

G. Inadequate pre-existing street condition.

1. Mitigation of impacts on inadequate pre-existing street conditions is required in order to improve inadequate streets in accordance with adopted standards, prior to dealing with the impacts of traffic from new development. If such inadequate conditions are found to be existing in the street system at the time of development application review and the development will put three or more p.m. peak-hour trips through the identified locations, the development may be approved only if provisions are made in accordance with this Chapter for improving the inadequate street conditions.

2. The Public Works Director shall make determinations of street inadequacy in accordance with Department policies, standards, and procedures, as adopted pursuant to this Chapter.

H. Frontage improvements. All developments will be required to make frontage improvements in accordance with City standards.

I. Access and transportation circulation requirements. All developments shall be required to provide for access and transportation circulation in accordance with the Comprehensive Plan and the development regulations applicable to the particular development, to design and construct such access in accordance with the adopted engineering design and development standards, and to improve existing streets that provide access to the development in order to comply with adopted design standards.

J. Right-of-way requirements. As provided for by RCW 82.02.020, all developments, as a condition of approval, will be required to deed or dedicate property, as appropriate pursuant to City standards, when to do so is found by the Director or a City approval authority to be reasonably necessary as a direct result of the proposed development for improvement, use, or maintenance of the street system serving the proposed development.

K. Development permit application completeness. For purposes of this Chapter, permit applications for development shall be determined to be complete in accordance with the complete application provisions as defined in the applicable development regulations in accordance with Chapter 36.70B RCW. A development permit application shall not be considered complete until all traffic studies or data required in accordance with this Chapter and/or as specified in a preapplication meeting conducted pursuant to Title 14 SMC are received. Review periods and time limits shall be established in Title 14 SMC in accordance with Chapter 36.70B RCW.

L. Director authorization for administrative policies and technical standards and procedures. The Director is hereby authorized to produce and maintain administrative policies and technical standards and procedures in order to administer this Chapter. The policies, standards, and procedures shall cover the transportation-related aspects of processing land

use applications and shall set forth any necessary procedural requirements for developers to follow in order for their applications to be processed by staff in an efficient manner. The Director shall produce administrative policies and technical standards and procedures on at least the following topics:

1. Traffic studies: scoping, elements, processing.
2. Level-of-service determination: methodology, data collection.
3. Transit compatibility: transit supportive criteria.
4. Inadequate street conditions: criteria for identification.
5. Frontage improvements: standards, variables.
6. Mitigation measures: extent, timing, agreements.

**14.295.060 Traffic Study.**

A. When required. In order to provide sufficient information to assess a development's impact on the street system, developments adding three or more p.m. peak-hour trips will be required to provide a traffic study when it has been determined that there is not sufficient information existing in the Department's database to adequately assess the traffic impacts of the development. The traffic study will consist of at least a traffic generation and distribution analysis. The Director may require that additional information be provided on impacts of the development to level-of-service of affected streets, inadequate street conditions, adequacy of the proportionate share calculations of any voluntary payments required under this Chapter to reasonably or adequately mitigate impacts of the proposed development, and conformance with the Comprehensive Plan's Transportation Element. The Director may determine at a pre-application conference the need for a study and the scope of analysis of any needed study.

B. Waiver. If, in the opinion of the Director, there is sufficient information known about a development's street system impacts from previous traffic studies, the Director may waive the requirement for a traffic study and so state the waiver determination in the preapplication meeting. In such cases, the existing information will be used to establish any necessary traffic mitigation requirements to be recommended in the review of the development.

**14.295.070 Determination of Street System Obligations**.

A. Applications which have a prior SEPA threshold determination establishing developer obligation for the transportation impacts prior to the enactment of this Chapter shall be vested under the development obligation identified under SEPA.

B. A determination of developer obligation shall be made by the City before approval of preliminary plats, short subdivisions, and conditional use permits. For other development approvals, the determination of developer obligation shall be made prior to issuance of a building permit.

C. Mitigation measures imposed as conditions of a development approval shall remain valid until the expiration date of the concurrency determination for the development. Any building permit application submitted after the expiration date shall be subject to full reinvestigation of traffic impacts under this Chapter before the building permit can be issued. Determination of new or additional impact mitigation measures shall take into consideration, and may allow credit for, mitigation measures fully accomplished in connection with approval of the development or prior building permits pursuant to a recorded development plan, only where those mitigation measures addressed impacts of the current building permit application.

D. The Director, following review of any required traffic study and any other pertinent data, shall inform the developer in writing what the development's impacts and mitigation obligations are under this Chapter. The developer shall make a written proposal for mitigation of the development's traffic impact, except when such mitigation is by payment of any impact fee under the authority provided to the City under RCW 82.02.050(2). When the developer's written proposal has been reviewed for accuracy and completeness by the Director, the Director shall make a recommendation to the City approval authority, as to the concurrency determination and conditions of approval or reasons for recommending denial of the development application, citing the requirements of this Chapter.

E. Any request to revise a proposed development, following the determination of developer obligations and approval of the development, which causes an increase in the traffic generated by the development, or a change in points of access, shall be processed in the same manner as an original application except where the Director determines that such revision may be administratively approved.

**14.295.080 Street System Capacity Requirements.**

A. All developments must mitigate their impact upon the future capacity of the street system either by constructing offsite street improvements, which offset the traffic impacts of the development, or by paying the development's proportionate share cost of the future capacity improvements.

B. Construction option.

1. If a developer chooses to mitigate the development's impact to the street system capacity by constructing offsite street improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the Director for construction of the offsite improvements.

2. When two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as a condition of approval.

3. Any developer who volunteers to construct more than the development's share of the cost of offsite improvements may apply for a reimbursement contract.

C. Payment option.

1. If a developer chooses to mitigate the development's impact by making a proportionate share mitigating payment, the development's share of the cost of future capacity improvements will be calculated as set forth in SMC 14.295.090.

2. Any developer who volunteers to pay more than the development's share of the cost of offsite improvements may apply for a reimbursement contract.

**14.295.090 Traffic Impact Fee.**

A. The proportionate share fee amount shall be calculated in the Comprehensive Plan's Transportation Element and in the Transportation Facilities Plan.

**14.295.095 Traffic Impact Fee Exemption.**

A. Application For Traffic Impact Fee Exemption.

Any developer applying for or receiving a building permit, which meets the criteria set forth in Subsection B below, may apply to the City Planner for an exemption from the traffic impact fee established pursuant to SMC 14.295.090. Said application shall be on forms provided by the City and shall be accompanied by all information and data the City deems necessary to process the application. To the extent it is authorized by law, the City shall endeavor to keep all proprietary information submitted with said application confidential, provided, however, that this ordinance shall not create or establish a special duty to do so.

B. Exemption Criteria. To be eligible for the traffic impact fee exemption, the applicant shall meet each of the following criteria:

1. The applicant must be a new commercial retail business within the Snohomish city limits that applies for a building permit or must be an existing commercial business that applies for a building permit for a major expansion of an existing building. For the purposes of this Section, "commercial retail business" shall mean any business, which sells retail goods and services that are subject to the retail sales tax provisions of Chapter 3.27 SMC and which is subject to payment of traffic impact fees pursuant to this Chapter.

2. Based on similar retail business sales or other reliable data, as determined by the City, the applicant must demonstrate that it is likely to generate to the City of Snohomish the City's portion of sales and use tax revenue in the average annual amount of at least $100,000, based upon the three year period commencing from the date of the applicant's certificate of occupancy. In the case of a major expansion of an existing business, the applicant must demonstrate that the expansion is likely to generate an increase of at least $100,000 more in average annual sales and use tax to the City than is generated by the applicant's existing business.

3. The applicant must be a new retail business located within one of the following land use designations: Commercial, Historic Business District, Business Park, Industry, Airport Industry, and Mixed Use.

4. For the purposes of this Section, the applicant shall not be allowed to aggregate sales and use tax revenue from more than one business that the applicant owns or operates within the City.
5. At the time of application for the traffic impact fee exemption, the applicant shall not have paid, or have been obligated to have paid, the traffic impact fee required under this Chapter.

C. Administration of Traffic Impact Fee Exemption.

1. Upon the City's acceptance of an application for exemption from traffic impact fees pursuant to Subsection A above, the applicant shall pay to the City the full amount of the traffic impact fees required pursuant to SMC 14.295.090. Following receipt of the traffic impact fees, the City shall deposit the fees in the Traffic Impact Fee Fund (124) and shall manage the traffic impact fees as set forth in this Chapter.

2. At the expiration of a three year period commencing from the date of the applicant's certificate of occupancy, the City Treasurer shall determine if the average annual amount of the City's portion of sales and use tax revenue received from the applicant's business by the City meets the minimum amount stated in Subsection B2 above. The determination shall be based upon the administration and collection requirements of Chapter 3.27 SMC as now or hereafter amended.

3. In the event that the three year average annual amount of the City's portion of sales and use tax revenue from the applicant's business is at least $100,000, or in the case of a major expansion of an existing business the three year annual average is at least $100,000 more than the prior year, there shall be an exemption of 25% from the traffic impact fees otherwise due pursuant to SMC 14.295.090. In such case, 25% of the amount paid to the City pursuant to Subsection C1 above shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited pursuant to Subsection C1 above shall belong to the City.

4. In the event that the applicant's three year annual average sales and use tax revenue to the City is at least $200,000, or in the case of a major expansion of an existing business the three year annual average is at least $200,000 more than the prior year, the applicant shall receive an exemption, which shall result in a refund of 50% of the amount paid to the City pursuant to Section C1 above, plus any accrued interest. The remainder of the funds deposited pursuant to Section C1 above shall belong to the City.

5. In the event that the applicant's three year annual average sales and use tax revenue to the City is at least $300,000, or in the case of a major expansion of an existing business the three year annual average is at least $300,000 more than the prior year, the applicant shall receive an exemption, which shall result in a refund of 75% of the amount paid to the

City pursuant to Section C1 above, plus any accrued interest. The remainder of the funds deposited pursuant to Section C1 above shall belong to the City.

6. In the event that the applicant does not generate at least a three year average annual sales and use tax revenue of $100,000, or in the case of a major expansion of an existing business at least a three year annual average of $100,000, the entire traffic impact fee required under SMC 14.295.090 shall belong to the City.

7. Determinations of the amounts set forth in this Section shall be made by the City Treasurer, which determinations shall be appealable as set forth in Subsection E.

D. Deposits and Refunds of Sales and Use Tax Revenue.

1. Sales and use tax revenues in the amount annually required to meet the traffic impact fee exemption level for which the applicant qualifies under this Section shall be deposited in the Reserve for Traffic Impact Fee Fund (125), which is hereby created. All sales and use tax revenues in excess of the amount annually required to meet the traffic impact fee exemption level for which the applicant qualifies under this Section shall remain in the City's General Fund (001) and may be expended for any lawful purpose as directed by the City Council.

2. At the end of an applicant's three year period, or in the case of a major expansion of an existing business at the end of an applicant's three year period, the City Treasurer shall determine the amount of refund to be paid the applicant. Refunds shall be paid from the Reserve for Traffic Impact Fee Fund (125).

E. Appeals. Any applicant aggrieved by the determination of the City as to whether the exemption criteria of Subsection B have been met or as to the amount of a refund to which an applicant is entitled pursuant to Subsections C and D, may file a written appeal to the City's Land Use Hearing Examiner, in the same manner as appeals of City Planner determinations as set forth in Chapters 14.75 and 14.95 SMC. The City Examiner is hereby specifically authorized to hear and decide such appeals, and the decision of the Hearing Examiner shall be final action of the City and shall be subject to appeal pursuant to Chapter 14.75 SMC. (Ord. 2085, 2005)

**14.295.100 Level-of-Service Requirements and Concurrency Determinations.**

A. The Department shall make a concurrency determination for each development application to ensure that the development will not impact an arterial unit where the level-of-service is below the adopted level-of-service standard or will not cause the level-of-service on an arterial unit to fall below the adopted level-of-service standard, unless improvements are programmed and funding identified which would remedy the deficiency within six years. The approval authority shall not approve any development that is not deemed concurrent under this section.

1. The Department shall make a concurrency determination upon receipt of a development's pre-application submittal. The determination may change based upon revisions in the

application. Any change in the development after approval will be resubmitted to the Director, and the development will be reevaluated for concurrency purposes.

2. The concurrency determination shall expire if the development for which the concurrency is reserved is not applied for within one hundred twenty (120) days of the concurrency determination. This determination is a prerequisite for a complete development application. The expiration date of the concurrency determination for a filed development application shall be six years after the date of the determination, except where the application is later withdrawn or approval is allowed to lapse.

3. Building permits for a development must be issued prior to expiration of the concurrency determination for the development, except when the development is a residential subdivision or short subdivision in which case the subdivision or short subdivision must be recorded prior to expiration of the concurrency determination for the development, and except where no building permit will be associated with a conditional use permit, in which case the conditional use permit must be issued prior to expiration of the concurrency determination. No additional concurrency determination shall apply to residential dwellings within a subdivision or short subdivisions recorded in compliance with this section.

4. If the concurrency determination expires prior to building permit issuance, except when the development is a residential subdivision or short subdivision, then prior to the recording of the subdivision or short subdivision, and except where no building permit will be associated with a conditional use permit, then prior to issuance of the conditional use permit, the Director shall at the request of the developer consider evidence that conditions have not significantly changed and make a new concurrency determination in accordance with this section.

5. Building permit applications for development within a recorded development plan, non-residential subdivision or short subdivision, for which a concurrency determination has been made in accordance with this section shall be deemed concurrent, provided that the concurrency determination has not expired, the building permit will not cause the approved traffic generation of the prior approval to be exceeded, there is no change in points of access, and mitigation required pursuant to the recorded development plan, non-residential subdivision or short subdivision approval is performed as a condition of building permit issuance.

B. In determining whether or not to deem a proposed development as concurrent, the Department shall analyze likely street system impacts on arterial units based on the size and location of the development.

1. A development shall be deemed concurrent for the period prior to the expiration date of the concurrency determination for the development.

2. A development's forecasted trip generation at full occupancy shall be the basis for determining the impacts of the development on the street system. The City will accept

valid data from a traffic study prepared under this Chapter.

C. A concurrency determination made for a proposed development under this section will evaluate the development's impacts on any intersections or arterial units in arrears. If a development which generates seven or more p.m. peak-hour trips, or a nonresidential development which generates five or more p.m. peak-hour trips, is proposed to affect an intersection or arterial unit in arrears, then the development may only be deemed concurrent based on a trip distribution analysis to determine the impacts of the development. Impacts shall be determined based on each of the following:

1. If the trip distribution analysis indicates that the development will not place three or more p.m. peak-hour trips on any intersection or arterial units in arrears, then the development shall be deemed concurrent.

2. If the trip distribution analysis indicates that the development will place three or more p.m. peak-hour trips on any intersection or arterial unit in arrears, then the development shall not be deemed concurrent except where the development is deemed concurrent in accordance with the options under SMC 14.295.100E.

D. Any residential development that generates less than seven p.m. peak- hour trips or any nonresidential development that generates less than five p.m. peak-hour trips shall be considered to have only minor impact on City arterials for purposes of a concurrency determination on impacts to level-of- service on intersections and arterial units and shall accordingly be deemed concurrent.

E. Any development not deemed concurrent shall have options available to enable the development to be deemed concurrent as follows:

1. A development which meets the Department's criteria for transit compatibility, in accordance with the Director's policy and procedure for transit compatibility, shall be deemed concurrent if the impacted intersection or arterial unit in arrears meets the criteria for transit supportive design in accordance with the Director's policy and procedure for transit compatibility, and if the level-of-service on the impacted intersection or arterial unit in arrears meets the City's adopted LOS standards, and provided that the development can be deemed concurrent in accordance with all other provisions of this section.

2. A development may modify its proposal to lessen its impacts on the street system in such a way as to allow the City to deem the development concurrent under this section.

3. The City may deem such development concurrent based upon a written proposal signed by the proponent of the development and attached to the Director's recommendation under SMC 14.295.050B, and referenced in the concurrency determination, as a condition of approval.

   a. Such proposal may include conditions which would defer construction of all or

identified subsequent phases of a development until such time as the City has made or programmed capacity improvements which would remedy any intersection or arterial units in arrears.

b. Such proposals may include conditions which would defer construction of all or identified subsequent phases of a development until such time as the developer constructs capacity improvements which would remedy any intersection or arterial units in arrears.

i. If a developer chooses to mitigate the development's impact by constructing offsite street improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the Director for construction of the offsite improvements. Construction of improvements shall be in accordance with the City's engineering design and development standards.

ii. In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the cost shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

iii. Any developer who chooses to mitigate a development's impact by constructing offsite improvements may propose to the City that a joint public/private partnership be established to jointly fund and/or construct the proposed improvements. The Director will determine whether or not such a partnership is to be established.

iv. Construction of capacity improvements under this section must be complete or under contract prior to the issuance of any building permits and must be complete prior to approval for occupancy or final inspection; provided that where no building permit will be associated with a change in occupancy, then construction of improvements is required as a precondition to approval.

F. Adopted Level-of-Service.

1. The level of service for minor and collector arterials at signalized intersections shall be LOS D or better, using the operational method as a standard of review.

2. The Transportation Facilities Plan may designate intersections that are exempt from the level-of-service standard set forth in this subsection.

**14.295.110 Inadequate Street Condition Requirements.**

A. Regardless of the existing level-of-service, development which adds three or more p.m. peak-hour trips to an inadequate street condition existing on the street system, at the time of determination under this Chapter, or development whose traffic will cause an inadequate street condition at the time of full occupancy of the development, will only be approved for

occupancy or final inspection when provisions are made in accordance with this Chapter for elimination of the inadequate street condition. The improvements removing the inadequate street condition must be complete or under contract before a building permit on the development will be issued and the street improvement must be complete before any certificate of occupancy or final inspection will be issued; provided that where no building permit will be associated with a conditional use permit, then the improvements removing the inadequate street condition must be complete as a precondition to approval.

B. The Director shall determine whether or not a location constitutes an inadequate street condition. Any known inadequate street condition to which the development adds three or more p.m. peak-hour trips shall be identified as part of the Director's recommendation under SMC 14.295.050B.

C. A development's access onto a City street shall be designed so as not to create an inadequate street condition. Developments shall be designed so that inadequate street conditions are not created.

D. Construction option – requirements.

1. If a developer chooses to eliminate an inadequate street condition by constructing offsite street improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the Director for construction of the offsite improvements.

2. When two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

**14.295.120 Special Circumstances.** Where the only remedy to an arterial unit in arrears is the installation of a traffic signal, but signalization warrants contained in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) are not met at present, developments impacting the arterial unit may be allowed to proceed without the installation of the traffic signal; provided that all other warranted level-of-service and transit related improvements are made on the arterial unit within the deficient level-of-service. Developments impacting such arterial units will not be issued building permits or occupancies (whichever comes first) until the improvements (not including the traffic signal) to the level-of-service deficient arterial unit are under contract or being performed. Such developments will be subject to all other obligations as specified in this Chapter.

**14.295.130 Administration of Traffic Impact Fee Payments.**

A. Any traffic impact fee payment made pursuant to this Chapter shall be subject to the following provisions:

1. The payment is required prior to building permit issuance unless the project proponent elects to defer payment utilizing the process outlined in 14.295.135. Payment for ~~the development is~~ a subdivision or short subdivision, ~~in which case the payment~~ shall be

made prior to the recording of the final plat, provided that if no building permit will be associated with a change in occupancy or conditional use permit, then payment is required prior to approval of occupancy.

2. The payment shall be held in a reserve account and shall be expended to fund improvements on the street system.

3. An appropriate and reasonable portion of payments collected may be used for administration of this Chapter.

4. The fee payer may receive a refund of such fees, if the City fails to expend or encumber the impact fees within six (6) years of when the fees were paid or other such period of time established pursuant to RCW 82.02.070(3), for transportation facilities intended to benefit the development for which the transportation impact fees were paid, unless the City Council finds that there exists an extraordinary and compelling reason for fees to be held longer than six (6) years. Such findings shall be set forth in writing and approved by the City Council. In determining whether traffic impact fees have been encumbered, impact fees shall be considered encumbered on a first in/first out basis. The City shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of claimants.

5. A request for a refund must be submitted by the applicant to the City in writing within ninety (90) days of the date the right to claim the refund arises, or the date that notice is given, whichever is later. Any traffic impact fees that are not expended within these time limitations, and for which no application for a refund has been made within this ninety (90) day period, shall be retained and expended on projects identified in the Transportation Facilities Plan. Refunds of traffic impact fee payments under this subsection shall include interest earned on the impact fees.

B. Credit for offsite improvements.

1. Offsite improvements include construction of improvements to mitigate an arterial unit in arrears and/or specific inadequate street condition locations.

2. If a developer chooses to construct improvements to mitigate an arterial unit in arrears or inadequate street condition problem, and the improvements constructed are part of the cost basis of any traffic impact fee imposed under this Chapter to mitigate the development's impact on the future capacity of City streets, the cost of these improvements will be credited against the traffic impact fee amount.

**14.295.135 Single-Family Residential Deferral Program.** An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferral of impact fees are considered under the following conditions:

1. Submit a deferred impact fee application and acknowledgment form for each single-

family attached or detached residence for which the applicant wishes to defer payment of the impact fees on a form to be provided by the City;

2. Pay the applicable administrative fee as established by resolution or ordinance of the City;

3. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the City against the property in favor of the City in the amount of the deferred impact fee that:

    a. Includes the legal description, tax account number, and address of the property;

    b. Requires payment of the impact fees to the City prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;

    c. Is signed by all owners of the property, with all signatures acknowledged as required for a deed recorded in Snohomish County;

    d. Binds all successors in title after the recordation; and

    e. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

4. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.

5. The City shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the City shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.

6. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.

7. If impact fees are not paid in accordance with the provisions of this chapter and in accordance with the term provisions established herein, the City may institute foreclosure proceedings in accordance with RCW 61.12.

8. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 20 single-family residential construction building permits.

**14.295.140 Administrative Appeals.** Administrative interpretations and administrative approvals made pursuant to this Chapter may be appealed to the Hearing Examiner pursuant to Title 14 SMC.

**14.295.150 Severability.** If any section, subsection, sentence, clause, phrase or word of this Chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Chapter.

**14.295.160 No Special Duty.** It is the purpose of this Chapter to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Chapter. No provision or term used in this Chapter is intended to impose any duty whatsoever upon the City or any of its officers, agents or employees for whom the implementation or enforcement of this Chapter shall be discretionary and not mandatory.

Nothing contained in this Chapter is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents and employees for any injury or damage resulting from the failure to comply with the provisions of this Chapter or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this Chapter, or by reason of any action of the City related in any manner to enforcement of this Chapter by its officer, agents or employees. (Ord. 2067, 2005)

EXHIBIT C

# PARK IMPACT FEES

Sections:

14.300.010 Purpose
14.300.020 Establishment of Impact Fees and Fund
14.300.030 Incorporation of Parks Capital Facilities Plan
14.300.040 Applicability
14.300.050 Impact Fee Schedule Exemptions
14.300.060 Impact Fee Collection and Assessment
14.300.070 Schedule of Park Impact Fees
14.300.080 In-Kind Mitigation Option
14.300.090 Credit for Payment or Obligation Previously Incurred
14.300.100 Administrative Adjustment of Fee Amount – Payment under Protest
14.300.110 Appeals
14.300.120 Service Area Established
14.300.130 Use of Funds
14.300.140 Refunds
14.300.150 Use and Disposition of Land
14.300.160 Annual Report
14.300.170 Definitions
14.300.180 Severability
14.300.190 No Special Duty

**14.300.010 Purpose.** The purposes of this chapter are to: (1) Ensure that parks, recreation, and trail facilities necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing service levels below established minimum standards for the City; and (2) Establish standards and procedures so that new development pays a proportionate share of costs for facilities and services necessary to serve growth and does not pay arbitrary or duplicative fees for the same impact.

**14.300.020 Establishment of Impact Fees and Fund.** As a condition of approval of all residential development or development activity, as defined herein, the City will require mitigation of adverse impacts on the park system pursuant to the State Growth Management Act, RCW 36.70A, RCW 82.02, and this chapter. Park impact fees collected by the City shall be deposited in a fund entitled "Park Impact Fee Fund." The fund shall include deposits from payments made pursuant to this chapter and shall permit tracking and segregation of all mitigation payments.

**14.300.030 Incorporation of Parks Capital Facilities Plan.** By separate ordinance, Ordinance 2135, the City Council has adopted the Parks Element of the Comprehensive Plan and the Parks, Recreation, and Open Space Long Range Plan (Parks Plan). The Parks Plan includes the 20-Year Parks and Recreation Capital Facilities Plan (Capital Facilities Plan) which identifies park facilities necessary to provide for growth, and the methodology used to calculate park impact fees. The Parks Plan as adopted and amended is hereby incorporated into this chapter by reference as if set forth in full.

**14.300.040 Applicability.**

A. Except as exempted by 14.300.050 SMC and subsection B below, the terms of this chapter shall apply to all residential development, including:

1. The issuance of any building permit that increases the number of dwellings.

2. The approval of a change in use or occupancy that increases the number of dwellings.

3. Final plat approval for plats and short plats.

B. The terms of this chapter shall not apply to:

1. Residential lots and dwellings for which the park impact or mitigation fee has been paid pursuant to a previous permit or approval.

2. Complete applications for building permits or changes in use or occupancy received prior to the effective date of this chapter.

3. Final plat approval and building permits related to a preliminary plat approved prior to the effective date of this chapter.

**14.300.050 Impact Fee Schedule Exemptions.**

A. A person required to pay a fee pursuant to RCW 43.21C.060 (SEPA) for system improvements shall not be required to pay an impact fee under RCW 82.02.050 through 82.02.090 (GMA) for those same system improvements.

B. The following development activities are exempt from paying park impact fees because they do not have a measurable impact on the City's park facilities, or because the City has chosen to exempt them pursuant to RCW 82.02.060(2).

1. Existing Dwelling Unit. Any alteration, expansion, reconstruction, remodeling, or replacement of existing single-family or multifamily dwelling units that does not result in the creation of one or more additional dwelling unit(s).

2. Facilities for Long-Term Care. Any housing facility or long-term care facility exclusively providing any or all of the following services as defined in RCW 74.39A.009: "assisted living services," "enhanced adult residential care," or "nursing home;" provided that this exemption ceases if the housing facility is later converted to permanent use as a single-family or multifamily residence not providing such services, in which case park impact fees shall be imposed at that point; and provided further that where a housing facility provides a mixture of independent senior housing in combination with any of the above mentioned services, the exemption shall be limited to that portion of the facility providing such services and the impact fee shall be appropriately calculated on a per dwelling unit basis for that portion of the facility not providing such services.

3. Temporary Accommodation. Any dwelling unit licensed and operated as transient accommodations under Chapter 70.62 RCW and WAC 248-144-026(26), such as hotels,

motels, and resorts; provided that this exclusion ceases if the housing is later converted to permanent use as a single-family or multifamily residence not subject to such restrictions. (Ord. 279 § 1, 2001)

4. Any accessory dwelling unit as that term is defined in SMC 14.100.

C. The City Council may, on a case-by-case basis, grant exemptions to the application of the fee schedule for low-income or senior housing that achieves broad public purposes as defined in Chapter 14.05.020 SMC, and authorized by and in accordance with the conditions specified under RCW 82.02.060(2), provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts. To qualify for the exemption, the developer of such housing shall submit a petition to the City Planner for consideration by the Council prior to application for building permit. Conditions for such approvals shall be established by the Council at the time of approval that, at a minimum, meet the requirements of RCW 82.02.060(2), and that include a requirement for a covenant to assure the project's continued use for low-income or senior housing. The covenant entered into by and between the developer and the City shall be an obligation that runs with the land for no less than 25 years, and shall be recorded against the title of the real property upon which such housing is located in the real property records of the Snohomish County Auditor. The covenant shall be reviewed and approved as to form by the City Attorney

**14.300.060 Impact Fee Collection and Assessment.**

A. Impact fee collection shall occur prior to building permit issuance unless the project proponent elects to defer payment utilizing the process outlined in 14.300.065. Payment for ~~the development is~~ a subdivision or short subdivision~~, in which case the payment~~ shall be made prior to approval of the final plat. If the scope of work does not require a building permit, then payment is required prior to approval of occupancy.

B. Assessment. City permit staff shall determine the total impact fee owed based on the fee schedule in effect at the time of permit issuance or, in the case of subdivisions, the fee schedule in effect at the time of final plat approval.

**14.300.065 Single-Family Residential Deferral Program.** An applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment until final inspection or 18 months from the date of original building permit issuance, whichever occurs first. Deferral of impact fees are considered under the following conditions:

A. An applicant for deferral must request the deferral no later than the time of application for a building permit.

B. To receive a deferral, an applicant must:

1. Submit a deferred impact fee application and acknowledgment form for each single-family attached or detached residence for which the applicant wishes to defer payment of the impact fees on a form to be provided by the City;
2. Pay the applicable administrative fee as established by resolution or ordinance of the

City;

3. Grant and record at the applicant's expense a deferred impact fee lien in a form approved by the City against the property in favor of the City in the amount of the deferred impact fee that:

    a. Includes the legal description, tax account number, and address of the property;

    b. Requires payment of the impact fees to the City prior to final inspection or 18 months from the date of original building permit issuance, whichever occurs first;

    c. Is signed by all owners of the property, with all signatures acknowledged as required for a deed recorded in Snohomish County;

    d. Binds all successors in title after the recordation; and

    e. Is junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

4. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral.

5. The City shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the City shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.

6. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.

7. If impact fees are not paid in accordance with the provisions of this chapter and in accordance with the term provisions established herein, the City may institute foreclosure proceedings in accordance with RCW 61.12.

8. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 20 single-family residential construction building permits.

**14.300.070 Schedule of Park Impact Fees.** The impact fee shall be set by resolution of the City Council. (Ord. 2299, 2016)

**14.300.080 In-Kind Mitigation Option.**

A. The Public Works Director (Director) and the developer may consider in-kind options to satisfy all or part of the mitigation obligation. Land dedication, site preparation, and related public parks and trails system development, as well as other in-kind mitigation options, may be utilized if acceptable to the Director and the Parks and Recreation Board (Parks Board), and conforms to the 20-Year Parks and Recreation Capital Facilities Plan.

B. In approving or permitting a development, the approval authority shall consider the Director's recommendations and act in conformity with this chapter.

C. Dedication of land and/or provision of improvements for public parks, recreation facilities, and open spaces may be accepted in lieu of payment of the park impact fees under this chapter. Credit shall be allowed only to the extent agreed between the applicant and the Director. If agreement cannot be reached, or is not appropriate, the park impact fees imposed by this chapter shall be paid.

D. The Director shall request Parks Board review of proposed dedication of land and improvements for parks, recreation facilities, and open spaces. The Parks Board recommendation shall be considered in determining the acceptability of the proposed dedication.

E. Some or all of a developer's mitigation obligation may be satisfied by dedication or conveyance of land to the City for park and recreation facilities if, after review of an analysis of supply/demand data, the Parks Plan, and a recommendation by the Parks Board, the Director determines that the proposed land dedication or conveyance better meets the community's need for park and recreation facilities than payment of park impact fees.

F. The following criteria shall be considered in determining the extent to which the proposed dedication or conveyance meets the requirements of this chapter:

1. The land and its development shall result in an integral element of the Parks Capital Facilities Plan identified as serving growth;

2. The land should be suitable for future active park and recreation facilities;

3. The land should be of a size and horizontal and vertical configuration necessary to accommodate identified recreational uses;

4. The land should have public access via a public street or an easement of an appropriate width and accessibility;

5. The land should be located in or near areas designated by City park, trail, or land use plans for parks and recreation purposes;

6. The land should provide linkage between City and/or other publicly owned recreation properties;

7. The land shall be surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately owned property;

8. The land should have no known physical problems associated with it, such as problems with drainage, erosion, or the presence of hazardous waste, which the Director determines would cause inordinate demands on public resources for maintenance and operation;

9. The land should be reasonably unencumbered with easements, utilities, and critical areas to be suitable for identified recreational uses and improvements.

G. Some or all of a developer's mitigation obligation may be satisfied by the purchase, installation, and/or improvement of park and recreation facilities located on land owned by the City if:

1. The City is responsible for permanent, continuing maintenance and operation of the facilities;

2. The Director determines that the facilities correspond to the type(s) of park and recreation facilities designated as serving growth in the Parks Capital Facilities Plan; and

3. A final plat may be approved or a building permit for an individual lot may be issued following the City's determination that the specified in-kind mitigation has been completed in a satisfactory manner. The City may approve a final plat or a building permit for an individual lot with in-kind mitigation incomplete only when the provisions of SMC 14.215.060 are satisfied.

**14.300.090 Credit for Payment or Obligation Previously Incurred.**

A. The City may provide a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer that are identified in the Capital Facilities Plan and that are required by the City as a condition of approving the development activity.

B. A developer may be entitled to a credit against the park impact fees collected under this chapter in any of the following situations:

1. Where the applicant is required to provide park system improvements identified in the Capital Facilities Plan; or

2. Where the applicant has agreed, pursuant to the terms of a voluntary agreement with the City, to provide land for system improvements identified in the Capital Facilities Plan; or

3. Where the applicant has agreed, pursuant to the terms of a voluntary agreement with the City, to make system improvements to existing park facilities.

C. If applicable, improvements for which credit is requested must be identified prior to approval of a preliminary plat, conditional use permit, development plan, or other development permit.

D. For the purposes of calculating the credit, the land value or costs of construction shall be determined as follows:

1. The amount of credit for land dedicated shall be the higher of either the most recent land valuation by the Snohomish County Assessor, or by an appraisal conducted by an independent professional appraiser chosen by the applicant and acceptable to the City. Either the fee payer or the City may request an appraisal, in which event the cost of the appraisal shall be borne by the requesting party. For the purposes of this section, the value shall be established as of the date the land is dedicated to the City.

2. Credit for facilities constructed shall be based upon the actual cost of construction at the time of construction and shall apply only to approved park system improvements.

E. Applicants for credit for construction of park improvements shall submit acceptable engineering drawings and specifications, legal description, and construction cost estimates to the Director. The estimated value of credits for in-kind improvements shall be based on either the submitted cost estimates or upon alternative engineering criteria and construction cost estimates, at the Director's discretion. The Director shall provide the applicant with a letter setting forth the estimated dollar amount of the credit, the reason for the credit, and the legal description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating their agreement to the terms of the letter or certificate and return such signed document to the Director before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit. Final credit will be established at acceptance of improvements.

F. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per dwelling unit basis, the City shall take the total credit amount available to the entire plat or project, calculated by applying Subsections (A) through (F) of this section, and divide that amount by the number of dwelling units planned for that plat or project. The impact fee and credit may then be calculated and collected on a per dwelling unit basis as application is made for building permits. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for remaining dwelling units will be calculated to arrive at a per dwelling unit amount in the same manner. For example, if a plat is planned for 20 dwelling units, and building permits have only been issued for 10 of those units, the per dwelling unit credit for the remaining 10 units will equal the total credit amount divided by 20.

G. To utilize an approved credit to reduce impact fees assessed at the time of building permit issuance, the credit must be requested prior to building permit issuance or it is deemed waived.

H. No refund will be allowed in the event that the impact fee credit exceeds the amount of the impact fee itself.

**14.300.100 Administrative Adjustment of Fee Amount – Payment under Protest.**

A. Within 14 days of issuance by the City of a building permit, an applicant may appeal to the Planning Director for an adjustment to the fees imposed by this title. The Planning Director may adjust the amount of the fee, in consideration of studies and data submitted by the developer and any affected district, if one of the following circumstances exists:

1. It can be demonstrated that the impact fee assessment was incorrectly calculated;

2. Unusual circumstances of the development demonstrate that application of the impact fee to the development would be unfair or unjust;

3. A credit specified in RCW 82.02.060(1)(b) may be warranted.

B. To avoid delay pending resolution of the appeal, impact fees may be paid under protest in order to obtain development approval.

C. Failure to exhaust this administrative remedy shall preclude appeals of the impact fee pursuant to SMC 14.300.110 below.

**14.300.110 Appeals.** Appeals of mitigation requirements imposed pursuant to this title shall be as provided in Chapter 14.75 SMC.

**14.300.120 Service Area Established.** The service area established in this section assures a proportional benefit of public facilities to development applicants and establishes a nexus between those paying for the fees and those benefiting from the capital facilities. Because the City's size allows its park and recreation facilities to provide a reasonable benefit to its entire population regardless of their location within the City, the service area for the park impact fee shall be the entire City of Snohomish. The boundary within which impact fees will be charged shall include all unincorporated areas annexed to the City on and after the effective date of the ordinance codified in this chapter.

**14.300.130 Use of Funds.**

A. Park impact fees shall be used for development of parks, linear trail parks, and recreation facilities to serve new growth and development in Snohomish; provided that such impact fees may only be spent on system improvements. Sidewalks located parallel to public streets are not eligible for the use of park impact fee funds except as identified in the parks and recreation Capital Facilities Plan. The park Capital Facilities Plan distinguishes between facilities and funds needed to serve new development and those facilities and funds needed to correct existing deficiencies.

B. Impact fees may be spent on the following items to the extent that they relate to a particular system improvement: facility planning; land acquisition costs including survey, appraisal,

recording fees, and other related expenses; site improvements, necessary off-site improvements; facility construction, engineering, design work, and permitting fees; facility financing, grant matching funds, applicable mitigation costs, capital equipment pertaining to public facilities, and any other expenses which can be capitalized and are consistent with the Capital Facilities Plan.

C. In the event that bonds or similar debt instruments are or have been issued for the construction of public facility or system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter and are used to serve new development.

**14.300.140 Refunds.**

A. The current owner of property on which an impact fee has been paid may receive a refund of such fees if the City fails to expend or encumber the impact fees within six years of when the fees were paid on public facilities intended to benefit the development activity for which the impact fees were paid. This 6-year period may be extended by City Council, based on extraordinary and compelling reasons, which shall be identified in written findings approved by City Council. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first in, first out basis. The amount to be refunded shall include the interest earned by this portion of the account from the date that it was deposited into the impact fee fund.

B. An owner may request and shall receive a refund, including interest earned on the impact fees, when:

1. The owner does not proceed to finalize the development activity as required by statute or City code or the Uniform Building Code; and

2. The City has not expended or encumbered the impact fees prior to the application for a refund. In the event that the City has expended or encumbered the fees in good faith, no refund shall be forthcoming. However, if within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner shall be eligible for a credit against any then-existing park impact fee requirement. The owner must petition the City in writing and provide receipts of impact fees paid by the owner for a development of the same or substantially similar nature on the same property or some portion thereof. The City shall determine whether to grant a credit and such determinations may be appealed by following the procedures set forth in this chapter.

C. The City shall provide for the refund of fees according to the requirements of this section and RCW 82.02.080.

1. The City shall notify potential claimants of the refund availability by first-class mail deposited with the United States Postal Service addressed to the owner of the property as shown in the Snohomish County Assessor's property records.

2. An owner's request for a refund must be submitted to the City Finance Director in writing within one year of the date the right to claim the refund arises or the date that notice is given, whichever date is later. Notice is considered given on the date of mailing by the City.

D. Any impact fees that are not expended or encumbered within six years of their receipt by the City, and for which no application for a refund has been made within this one-year period, shall be retained by the City and expended consistent with the provisions of this chapter.

E. If the City seeks to terminate park impact fee requirements, all unexpended or unencumbered funds, including interest earned, shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first-class mail to the last known address of claimants. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the City, but must be expended for the indicated public facilities. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the account being terminated.

**14.300.150 Use and Disposition of Land.** All land dedicated or conveyed pursuant to this chapter shall be set aside for development of park and recreation facilities. The City shall make every effort to use, develop and maintain land dedicated or conveyed for park and recreation facilities. In the event that the use of any such dedicated land is determined by the City Council to be infeasible for development of park and recreation facilities, the dedicated land may be sold or traded for another parcel of land, subject to the requirements of state law and City code. The proceeds from such a sale shall be used to acquire land or develop park and recreation facilities in the City. Prior to any proposed sale of land which has been dedicated to the City, the City shall notify each current taxpayer of record or resident of known address in the plat in which the dedicated land is proposed for sale and each taxpayer of record and resident of known address within five hundred feet of the park site.

**14.300.160 Annual Report.** The City Finance Department shall prepare an annual report in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds collected, expended and held for future improvements. The annual report shall be complete on or before April 1 of each year for the preceding calendar year.

**14.300.170 Definitions.** Unless the context clearly requires otherwise, the following definitions shall apply.

**Department** means the City of Snohomish Public Works Department.

**Development approval** means any written authorization from the City which authorizes the commencement of development activity.

**Director** means Public Works Director or his/her authorized designee.

**Dwelling Unit** is defined in SMC 14.100.

**Encumber** means to transfer funds from the general park impact fee fund to an account created to fund, in whole or in part, a particular system improvement. Once funds have been encumbered they cannot be used to fund any other system improvement. Funds may only be encumbered by an action of the City Council.

**Impact fee** means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee.

**Owner** means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

**Proportionate share** means that portion of the cost of public facility improvements that is reasonably related to the service demands and needs of a new development.

**Project improvements** mean site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the governing body of the City shall be considered a project improvement.

**Public facilities** means the following capital facilities owned or operated by government entities: (a) Public streets and roads; (b) publicly owned parks, open space, trails and recreation facilities; (c) school facilities; and (d) fire protection facilities in jurisdictions that are not part of a fire district.

**Service area** is defined in SMC 14.300.120.

**System improvements** mean public facilities that are designed to provide service to the community at large, in contrast to project improvements. System improvements are facilities included in any of the following documents: Capital Facilities Element of the Comprehensive Plan; Parks Element of the Comprehensive Plan; or Parks, Recreation, and Open Space Long Range Plan.

**14.300.180 Severability.** If any section, subsection, sentence, clause, phrase, or word of this Chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Chapter.

**14.300.190 No Special Duty.** It is the purpose of this Chapter to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any

particular class or group of persons who will or should be especially protected or benefited by the terms of this Chapter. No provision or term used in this Chapter is intended to impose any duty whatsoever upon the City or any of its officers, agents, or employees for whom the implementation or enforcement of this Chapter shall be discretionary and not mandatory.

Nothing contained in this Chapter is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents, and employees for any injury or damage resulting from the failure to comply with the provisions of this Chapter or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this Chapter, or by reason of any action of the City related in any manner to enforcement of this Chapter by its officer, agents, or employees.

(Ord. 2141, 2008)

***ACTION ITEM 7***

**Date:** July 19, 2016

**To:** City Council

**From:** Andrew Sics PE, Project Engineer

**Subject:** **30th Street Widening Project**

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City Council approval is requested to authorize the City Manager to sign and execute a contract with Taylor's Excavators, Inc., the lowest responsive bidder for the construction of the 30th Street Widening Project. This project consists of widening 30th Street, constructing a new dedicated left turn lane on both the west and east sides of SR 9, sidewalk, ADA improvements, traffic signal improvements, channelization, and storm drainage improvements.

This project will address traffic issues along the 30th Street (also known as 56th Street SE) corridor, which in large part, are due to having a combined turning and straight-through lane in each direction at the SR 9 intersection. Snohomish residents in adjacent outlying perimeters are having difficulties moving through this rural corridor to get to and from the Snohomish Station shopping center. During rush hour, SR 9 maintains heavy traffic volumes and therefore limited opportunity for eastbound 30th Street travelers to turn left onto SR 9 to head north. As such, traffic backs up on 30th Street and any vehicle desiring to make a right onto SR 9 or travel straight to the east thru the intersection must wait for the left turning vehicles. Accidents have been an issue at this intersection as well as impatient drivers attempting unsafe manuevers with vehicles potentially traveling at high rates of speed along SR 9. The new left turn lanes will decrease the length of the traffic back-up, and allow those that are going straight or turning right to continue through the intersection.

The 30th Street Widening Project is the second capital project identified in the Transportation Benefit District (TBD) program. The other project was the 15th Street and Avenue D Roundabout Project, which was completed in 2015. After the 30th Street Widening Project is completed, the remaining TBD funds will be dedicated to pavement preservation projects.

Bids for this project were received on July 6, 2016. Four bids were submitted as follows:

| | |
|---|---|
| Taylor's Excavators, Inc. | $694,730.60 |
| Thomco Construction, Inc. | $718,966.67 |
| Colacurcio Brothers, Inc. | $766,905.63 |
| Kamins Construction, Inc. | $788,579.16 |

It was determined that Taylor's Excavators, Inc., located in Stanwood, Washington, is the lowest responsive bidder for the project in the amount of $694,730.60.

The 30th Street Widening project is listed in the 2016 Budget as a potential CIP project pending grant. Project funding is identified as $300,000 from the TBD fund and an anticipated $600,000 TIB grant for the remainder of the project budget. The TIB grant was not awarded until after the

budget process and the project will require a budget amendment which will be prepared and provided to the City Council later in 2016. A summary of the project funding sources and amounts are as follows:

| **Design – AECOM (Engineering Consultant)** | |
|---|---|
| **Funding Source** | **Amount** |
| Rural Town Centers Grant (84.7%) | $197,270.00 |
| TBD (15.3%) | $35,665.92 |
| Total Cost | $232,935.92 |

| **Construction Funding Sources** | |
|---|---|
| **Fund Source** | **Amount** |
| Transportation Improvement Board (80.3%) | $732,468.00 |
| TBD (19.7%) | $179,338.48 |
| Total Construction Funds | $911,806.48 |

| **Estimated Construction Expenditures** | |
|---|---|
| **Expenditure** | **Amount** |
| Construction (Taylor's Excavators, Inc.) Cost with 10% Contingency | $764,203.66 |
| Construction Management (AECOM) Cost with 5% Contingency | $137,602.82 |
| City Engineering Staff | $10,000.00 |
| Total Construction Funds | $911,806.48 |

Note: Actual contract amounts without contingency are as follows:

- Taylor's Excavators, Inc. - $694,730.60
- AECOM Technical Services, Inc. - $131,050.30

The construction is expected to begin in early August and the duration for the project is anticipated to be about three months with substantial completion status sometime in late October, weather dependent. Staff will award the project as soon as the required documents are submitted to the City which is anticipated within the next few weeks.

**STRATEGIC PLAN REFERENCE:** Initiative #4: Increase multi-modal mobility within and connections to the community.

***ACTION ITEM 7***

**RECOMMENDATION: That the City Council AWARD bid and AUTHORIZE the City Manager to sign and execute a contract with Taylor's Excavators, Inc. not to exceed $764,203.66 including a 10% contingency for the 30th Street Widening Project.**

**ATTACHMENT:** Bid Tabulation

**Bid Tabulation**

*Project Desc.: 30th Street Widening Project*
*Owner: City of Snohomish*
*Date 7/6/2016*
*By: Andrew Sics, PE*
*Signed:*

BID SCHEDULE A

| | | | | APPARENT LOW BIDDER | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Taylor's Excavators, Inc. | | | Thompco Construction, Inc. | | | Colacurcio Brothers, Inc. | | | Kamins Construction | | |
| ITEM NO. | SPEC SECTION | ITEM DESCRIPTION | UNITS | PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) |
| | | **PREPARATION** | | | | | | | | | | | | | |
| 1 | 1-09 | MOBILIZATION | LS | 1 | $38,000.00 | $38,000.00 | 1 | $24,550.00 | $24,550.00 | 1 | $38,000.00 | $38,000.00 | 1 | $60,637.50 | $60,637.50 |
| 2 | 2-01 | CLEARING AND GRUBBING | ACRE | 0.27 | $30,000.00 | $8,100.00 | 0.27 | $15,000.00 | $4,050.00 | 0.27 | $15,000.00 | $4,050.00 | 0.27 | $24,301.90 | $6,561.51 |
| 4 | 2-02 | REMOVAL OF STRUCTURES AND OBSTRUCTION | LS | 1 | $25,000.00 | $25,000.00 | 1 | $18,200.00 | $18,200.00 | 1 | $11,000.00 | $11,000.00 | 1 | $3,058.00 | $3,058.00 |
| 5 | 2-02 | SAWCUTTING | LF | 1,399 | $3.00 | $4,197.00 | 1,399 | $4.50 | $6,295.50 | 1,399 | $3.25 | $4,546.75 | 1,399 | $3.30 | $4,616.70 |
| | | **GRADING** | | | | | | | | | | | | | |
| 6 | 2-03 | ROADWAY EXCAVATION INCL. HAUL | CY | 370 | $28.00 | $10,360.00 | 370 | $22.00 | $8,140.00 | 370 | $25.00 | $9,250.00 | 370 | $41.94 | $15,517.80 |
| 7 | 2-03 | GRAVEL BARROW INCL. HAUL | TON | 190 | $25.00 | $4,750.00 | 190 | $17.00 | $3,230.00 | 190 | $35.00 | $6,650.00 | 190 | $30.42 | $5,779.80 |
| 8 | 2-03 | EMBANKMENT COMPACTION | CY | 160 | $5.00 | $800.00 | 160 | $3.50 | $560.00 | 160 | $15.00 | $2,400.00 | 160 | $9.56 | $1,529.60 |
| 9 | 2-03 | DRIVEWAY GRADING | FA | EST | $5,000.00 | $5,000.00 | EST | $5,000.00 | $5,000.00 | EST | $5,000.00 | $5,000.00 | EST | $5,000.00 | $5,000.00 |
| | | **DRAINAGE AND STORM SEWER** | | | | | | | | | | | | | |
| 10 | 7-04 | TESTING STORM SEWER PIPE | LF | 314 | $3.00 | $942.00 | 314 | $5.00 | $1,570.00 | 314 | $2.00 | $628.00 | 314 | $3.30 | $1,036.20 |
| 11 | 7-05 | CATCH BASIN TYPE 1 | EA | 3 | $1,500.00 | $4,500.00 | 3 | $1,550.00 | $4,650.00 | 3 | $2,300.00 | $6,900.00 | 3 | $1,392.33 | $4,176.99 |
| 12 | 7-04 | SCHEDULE A STORM SEWER PIPE 12 IN. DIAM. | LF | 304 | $38.00 | $11,552.00 | 304 | $81.00 | $24,624.00 | 304 | $70.00 | $21,280.00 | 304 | $50.28 | $15,285.12 |
| 13 | 7-04 | PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM. | LF | 10 | $100.00 | $1,000.00 | 10 | $215.00 | $2,150.00 | 10 | $125.00 | $1,250.00 | 10 | $110.18 | $1,101.80 |
| 14 | 7-04 | CONNECTIONS TO DRAINAGE STRUCTURE | EA | 2 | $950.00 | $1,900.00 | 2 | $2,500.00 | $5,000.00 | 2 | $1,000.00 | $2,000.00 | 2 | $299.20 | $598.40 |
| | | **SURFACING** | | | | | | | | | | | | | |
| 15 | 5-04 | HMA CL. 1/2 IN. PG 64-22 | TON | 759 | $115.00 | $87,285.00 | 759 | $118.50 | $89,941.50 | 759 | $120.00 | $91,080.00 | 759 | $125.03 | $94,897.77 |
| 16 | 5-04 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | CALC | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 |
| 17 | 5-04 | COMPACTION PRICE ADJUSTMENT | CALC | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 |
| 18 | 4-04 | CRUSH SURFACING TOP COURSE | TON | 380 | $28.00 | $10,640.00 | 380 | $23.00 | $8,740.00 | 380 | $41.00 | $15,580.00 | 380 | $35.84 | $13,619.20 |
| 19 | 5-04 | PLANING BITUMINOUS PAVEMENT | SY | 1,660 | $5.00 | $8,300.00 | 1,660 | $4.25 | $7,055.00 | 1,660 | $7.85 | $13,031.00 | 1,660 | $6.82 | $11,321.20 |
| | | **EROSION CONTROL** | | | | | | | | | | | | | |
| 20 | 8-01 | SILT FENCE | LF | 115 | $5.00 | $575.00 | 115 | $5.00 | $575.00 | 115 | $5.00 | $575.00 | 115 | $6.97 | $801.55 |
| 21 | 8-01 | INLET PROTECTION | EA | 5 | $85.00 | $425.00 | 5 | $62.00 | $310.00 | 5 | $70.00 | $350.00 | 5 | $77.00 | $385.00 |
| 22 | 8-01 | SEEDING, FERTILIZING, & MULCHING | ACRE | 0.08 | $12,000.00 | $960.00 | 0.08 | $7,500.00 | $600.00 | 0.08 | $13,000.00 | $1,040.00 | 0.08 | $11,000.00 | $880.00 |
| 23 | 1-07.15 | SPCC PLAN | LS | 1 | $750.00 | $750.00 | 1 | $310.00 | $310.00 | 1 | $650.00 | $650.00 | 1 | $550.00 | $550.00 |
| | | **TRAFFIC** | | | | | | | | | | | | | |
| 24 | 8-22 | PLASTIC LINE | LF | 1,265 | $3.00 | $3,795.00 | 1,265 | $2.50 | $3,162.50 | 1,265 | $3.25 | $4,111.25 | 1,265 | $3.05 | $3,858.25 |
| 25 | 8-22 | PLASTIC WIDE LINE | LF | 316 | $5.00 | $1,580.00 | 316 | $4.25 | $1,343.00 | 316 | $5.25 | $1,659.00 | 316 | $4.95 | $1,564.20 |
| 26 | 8-22 | PLASTIC TRAFFIC ARROW | EA | 7 | $200.00 | $1,400.00 | 7 | $200.00 | $1,400.00 | 7 | $350.00 | $2,450.00 | 7 | $330.00 | $2,310.00 |
| 27 | 8-22 | PLASTIC STOP LINE | LF | 45 | $20.00 | $900.00 | 45 | $2.50 | $112.50 | 45 | $20.00 | $900.00 | 45 | $16.50 | $742.50 |
| 28 | 8-21 | PERMANENT SIGNING | LS | 1 | $6,500.00 | $6,500.00 | 1 | $3,450.00 | $3,450.00 | 1 | $3,000.00 | $3,000.00 | 1 | $1,320.00 | $1,320.00 |
| 29 | 8-04 | CEMENT CONC. TRAFFIC CURB & GUTTER | LF | 640 | $26.00 | $16,640.00 | 640 | $23.70 | $15,168.00 | 640 | $39.00 | $24,960.00 | 640 | $34.42 | $22,028.80 |
| 30 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $35,000.00 | $35,000.00 | 1 | $39,300.00 | $39,300.00 | 1 | $76,000.00 | $76,000.00 | 1 | $24,798.40 | $24,798.40 |
| | | **OTHER ITEMS** | | | | | | | | | | | | | |
| 31 | 7-08 | STRUCTURAL EXCAVATION CL. B INCL. HAUL | CY | 130 | $35.00 | $4,550.00 | 130 | $23.50 | $3,055.00 | 130 | $30.00 | $3,900.00 | 130 | $33.17 | $4,312.10 |
| 32 | 7-08 | SHORING OR EXTRA EXCAVATION CLASS B | SF | 1,610 | $1.00 | $1,610.00 | 1,610 | $0.75 | $1,207.50 | 1,610 | $1.00 | $1,610.00 | 1,610 | $1.10 | $1,771.00 |
| 33 | 1-05 | ROADWAY SURVEYING | LS | 1 | $8,000.00 | $8,000.00 | 1 | $2,900.00 | $2,900.00 | 1 | $5,500.00 | $5,500.00 | 1 | $4,950.00 | $4,950.00 |
| 34 | 2-01 | CEMENT CONC. SIDEWALK | SY | 170 | $50.00 | $8,500.00 | 170 | $52.00 | $8,840.00 | 170 | $66.00 | $11,220.00 | 170 | $71.09 | $12,085.30 |
| 35 | 2-01 | CEMENT CONC. CURB RAMP TYPE PARALLEL A | EA | 3 | $1,800.00 | $5,400.00 | 3 | $1,846.00 | $5,538.00 | 3 | $1,600.00 | $4,800.00 | 3 | $2,371.60 | $7,114.80 |
| 36 | 2-01 | DRIVEWAY ENTRANCE TYPE 1 | SY | 15 | $120.00 | $1,800.00 | 15 | $116.00 | $1,740.00 | 15 | $100.00 | $1,500.00 | 15 | $130.39 | $1,955.85 |
| 37 | 2-01 | ROADSIDE CLEANUP | EST. | 1 | $7,000.00 | $7,000.00 | 1 | $7,000.00 | $7,000.00 | 1 | $7,000.00 | $7,000.00 | 1 | $7,000.00 | $7,000.00 |
| 38 | 2-01 | ADJUST CATCH BASIN | EA | 2 | $500.00 | $1,000.00 | 2 | $230.00 | $460.00 | 2 | $750.00 | $1,500.00 | 2 | $730.40 | $1,460.80 |
| 39 | 2-01 | ADJUST MONUMENT CASE AND COVER | EA | 3 | $1,500.00 | $4,500.00 | 3 | $225.00 | $675.00 | 3 | $750.00 | $2,250.00 | 3 | $412.50 | $1,237.50 |
| 40 | 2-01 | RELOCATE WATER METER | EA | 2 | $950.00 | $1,900.00 | 2 | $1,200.00 | $2,400.00 | 2 | $1,500.00 | $3,000.00 | 2 | $1,804.00 | $3,608.00 |
| | | | | | Subtotal | $335,113.00 | | Subtotal | $313,304.50 | | Subtotal | $390,623.00 | | Subtotal | $349,473.64 |
| | | BID SCHEDULE A TOTAL | | | Total | $335,113.00 | | Total | $313,304.50 | * | Total | $390,623.00 | | Total | $349,473.64 |

Notes:
* Corrected Total

## BID SCHEDULE B

| ITEM NO. | SPEC SECTION | ITEM DESCRIPTION | UNITS | APPARENT LOW BIDDER Taylor's Excavators, Inc. PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | Thompco Construction, Inc. PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | Colacurcio Brothers, Inc. PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) | Kamins Construction PLAN QUANTITY | UNIT PRICE (Figures) | TOTAL AMOUNT (Figures) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **PREPARATION** | | | | | | | | | | | | | |
| 1 | 1-09 | MOBILIZATION | LS | 1 | $35,000.00 | $35,000.00 | 1 | $33,700.00 | $33,700.00 | 1 | $34,000.00 | $34,000.00 | 1 | $64,102.50 | $64,102.50 |
| 2 | 2-01 | CLEARING AND GRUBBING | ACRE | 0.21 | $30,000.00 | $6,300.00 | 0.21 | $15,000.00 | $3,150.00 | 0.21 | $15,000.00 | $3,150.00 | 0.21 | $30,773.80 | $6,462.50 |
| 4 | 2-02 | REMOVAL OF STRUCTURES AND OBSTRUCTION | LS | 1 | $25,000.00 | $25,000.00 | 1 | $10,800.00 | $10,800.00 | 1 | $9,000.00 | $9,000.00 | 1 | $3,058.00 | $3,058.00 |
| 5 | 2-02 | SAWCUTTING | LF | 416 | $3.00 | $1,248.00 | 416 | $5.00 | $2,080.00 | 416 | $3.25 | $1,352.00 | 416 | $3.30 | $1,372.80 |
| | | **GRADING** | | | | | | | | | | | | | |
| 6 | 2-03 | ROADWAY EXCAVATION INCL. HAUL | CY | 440 | $28.00 | $12,320.00 | 440 | $21.00 | $9,240.00 | 440 | $25.00 | $11,000.00 | 440 | $41.14 | $18,101.60 |
| 7 | 2-03 | DITCH EXCAVATION INCL. HAUL | CY | 270 | $28.00 | $7,560.00 | 270 | $30.00 | $8,100.00 | 270 | $25.00 | $6,750.00 | 270 | $46.41 | $12,530.70 |
| 8 | 2-03 | GRAVEL BARROW INCL. HAUL | TON | 100 | $25.00 | $2,500.00 | 100 | $17.00 | $1,700.00 | 100 | $35.00 | $3,500.00 | 100 | $32.13 | $3,213.00 |
| 9 | 2-03 | EMBANKMENT COMPACTION | CY | 90 | $5.00 | $450.00 | 90 | $3.50 | $315.00 | 90 | $15.00 | $1,350.00 | 90 | $10.19 | $917.10 |
| | | **DRAINAGE AND STORM SEWER** | | | | | | | | | | | | | |
| 10 | 7-04 | TESTING STORM SEWER PIPE | LF | 231 | $3.00 | $693.00 | 231 | $5.00 | $1,155.00 | 231 | $2.00 | $462.00 | 231 | $3.30 | $762.30 |
| 11 | 7-05 | CATCH BASIN TYPE 1 | EA | 3 | $1,500.00 | $4,500.00 | 3 | $1,550.00 | $4,650.00 | 3 | $2,300.00 | $6,900.00 | 3 | $1,353.83 | $4,061.49 |
| 12 | 7-04 | SCHEDULE A STORM SEWER PIPE 12 IN. DIAM. | LF | 212 | $38.00 | $8,056.00 | 212 | $82.00 | $17,384.00 | 212 | $70.00 | $14,840.00 | 212 | $50.48 | $10,701.76 |
| 13 | 7-04 | HIGH-DENSITY-POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM. | LF | 11 | $100.00 | $1,100.00 | 11 | $95.00 | $1,045.00 | 11 | $120.00 | $1,320.00 | 11 | $78.05 | $858.55 |
| 14 | 7-04 | CONNECTIONS TO DRAINAGE STRUCTURE | LF | 8 | $50.00 | $400.00 | 8 | $225.00 | $1,800.00 | 8 | $110.00 | $880.00 | 8 | $157.42 | $1,259.36 |
| | | **SURFACING** | | | | | | | | | | | | | |
| 15 | 5-04 | HMA CL. 1/2 IN. PG 64-22 | TON | 198 | $115.00 | $22,770.00 | 198 | $118.50 | $23,463.00 | 198 | $120.00 | $23,760.00 | 198 | $136.44 | $27,015.12 |
| 16 | 5-04 | JOB MIX COMPLIANCE PRICE ADJUSTMENT | CALC | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 |
| 17 | 5-04 | COMPACTION PRICE ADJUSTMENT | CALC | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 | 1 | $1.00 | $1.00 |
| 18 | 4-04 | CRUSH SURFACING TOP COURSE | TON | 160 | $28.00 | $4,480.00 | 160 | $23.00 | $3,680.00 | 160 | $41.00 | $6,560.00 | 160 | $35.04 | $5,606.40 |
| 19 | 5-04 | PLANING BITUMINOUS PAVEMENT | SY | 270 | $5.00 | $1,350.00 | 270 | $17.50 | $4,725.00 | 270 | $8.00 | $2,160.00 | 270 | $20.35 | $5,494.50 |
| | | **EROSION CONTROL** | | | | | | | | | | | | | |
| 20 | 8-01 | SILT FENCE | LF | 20 | $5.00 | $100.00 | 20 | $9.00 | $180.00 | 20 | $5.00 | $100.00 | 20 | $9.30 | $186.00 |
| 21 | 8-01 | INLET PROTECTION | EA | 7 | $85.00 | $595.00 | 7 | $62.00 | $434.00 | 7 | $70.00 | $490.00 | 7 | $77.00 | $539.00 |
| 22 | 8-01 | SEEDING, FERTILIZING, & MULCHING | ACRE | 0.15 | $12,000.00 | $1,800.00 | 0.15 | $7,500.00 | $1,125.00 | 0.15 | $13,000.00 | $1,950.00 | 0.15 | $5,500.00 | $825.00 |
| 23 | 8-01 | CHECK DAM | LF | 15 | $15.00 | $225.00 | 15 | $13.00 | $195.00 | 15 | $20.00 | $300.00 | 15 | $22.33 | $334.95 |
| 24 | 8-01 | CHECK DAM | SY | 460 | $2.00 | $920.00 | 460 | $5.00 | $2,300.00 | 460 | $2.00 | $920.00 | 460 | $2.74 | $1,260.40 |
| 25 | 1-07.15 | SPCC PLAN | LS | 1 | $850.00 | $850.00 | 1 | $310.00 | $310.00 | 1 | $650.00 | $650.00 | 1 | $550.00 | $550.00 |
| | | **TRAFFIC** | | | | | | | | | | | | | |
| 26 | 8-04 | CEMENT CONC. PEDESTRIAN CURB | LF | 51 | $35.00 | $1,785.00 | 51 | $22.00 | $1,122.00 | 51 | $38.00 | $1,938.00 | 51 | $25.80 | $1,315.80 |
| 27 | 8-22 | PLASTIC LINE | LF | 341 | $3.00 | $1,023.00 | 341 | $2.50 | $852.50 | 341 | $3.25 | $1,108.25 | 341 | $3.05 | $1,040.05 |
| 28 | 8-22 | PLASTIC WIDE LINE | LF | 159 | $5.00 | $795.00 | 159 | $4.50 | $715.50 | 159 | $5.25 | $834.75 | 159 | $4.95 | $787.05 |
| 29 | 8-22 | PLASTIC TRAFFIC ARROW | EA | 1 | $200.00 | $200.00 | 1 | $225.00 | $225.00 | 1 | $350.00 | $350.00 | 1 | $330.00 | $330.00 |
| 30 | 8-22 | PLASTIC CROSSWALK LINE | SF | 208 | $15.00 | $3,120.00 | 208 | $12.00 | $2,496.00 | 208 | $11.25 | $2,340.00 | 208 | $10.89 | $2,265.12 |
| 31 | 8-22 | PLASTIC STOP LINE | LF | 67 | $20.00 | $1,340.00 | 67 | $20.00 | $1,340.00 | 67 | $20.00 | $1,340.00 | 67 | $16.50 | $1,105.50 |
| 32 | 8-20 | TRAFFIC SIGNAL SYSTEMS | LS | 1 | $115,000.00 | $115,000.00 | 1 | $134,920.00 | $134,920.00 | 1 | $127,000.00 | $127,000.00 | 1 | $133,672.00 | $133,672.00 |
| 33 | 8-21 | PERMANENT SIGNING | LS | 1 | $3,500.00 | $3,500.00 | 1 | $1,870.00 | $1,870.00 | 1 | $1,000.00 | $1,000.00 | 1 | $1,320.00 | $1,320.00 |
| 34 | 8-04 | CEMENT CONC. TRAFFIC CURB & GUTTER | LF | 420 | $26.00 | $10,920.00 | 420 | $24.00 | $10,080.00 | 420 | $37.00 | $15,540.00 | 420 | $34.38 | $14,439.60 |
| 35 | 1-10 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $25,000.00 | $25,000.00 | 1 | $63,200.00 | $63,200.00 | 1 | $35,000.00 | $35,000.00 | 1 | $46,464.00 | $46,464.00 |
| | | **OTHER ITEMS** | | | | | | | | | | | | | |
| 36 | 7-08 | STRUCTURAL EXCAVATION CL. B INCL. HAUL | CY | 90 | $35.00 | $3,150.00 | 90 | $24.00 | $2,160.00 | 90 | $30.00 | $2,700.00 | 90 | $33.95 | $3,055.50 |
| 37 | 7-08 | SHORING OR EXTRA EXCAVATION CLASS B | SF | 1,170 | $1.00 | $1,170.00 | 1,170 | $1.00 | $1,170.00 | 1,170 | $1.00 | $1,170.00 | 1,170 | $1.10 | $1,287.00 |
| 38 | 1-05 | ROADWAY SURVEYING | LS | 1 | $8,500.00 | $8,500.00 | 1 | $3,000.00 | $3,000.00 | 1 | $5,500.00 | $5,500.00 | 1 | $4,950.00 | $4,950.00 |
| 39 | 2-01 | CEMENT CONC. SIDEWALK | SY | 130 | $50.00 | $6,500.00 | 130 | $54.00 | $7,020.00 | 130 | $66.00 | $8,580.00 | 130 | $73.02 | $9,492.60 |
| 40 | 2-01 | CEMENT CONC. CURB RAMP TYPE PARALLEL A | EA | 2 | $1,700.00 | $3,400.00 | 2 | $1,900.00 | $3,800.00 | 2 | $1,600.00 | $3,200.00 | 2 | $2,218.70 | $4,437.40 |
| 41 | 2-01 | CEMENT CONC. CURB RAMP TYPE PARALLEL B | EA | 1 | $1,700.00 | $1,700.00 | 1 | $1,900.00 | $1,900.00 | 1 | $1,600.00 | $1,600.00 | 1 | $2,371.60 | $2,371.60 |
| 42 | 2-01 | CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A | EA | 1 | $1,300.00 | $1,300.00 | 1 | $1,422.00 | $1,422.00 | 1 | $1,300.00 | $1,300.00 | 1 | $1,931.60 | $1,931.60 |
| 43 | 2-01 | ROADSIDE CLEANUP | EST. | 1 | $3,000.00 | $3,000.00 | 1 | $3,000.00 | $3,000.00 | 1 | $3,000.00 | $3,000.00 | 1 | $3,000.00 | $3,000.00 |
| | | | | | Subtotal | $329,622.00 | | Subtotal | $371,826.00 | | Subtotal | $344,897.00 | | Subtotal | $402,479.85 |
| | | | | | 9.1% WSST | $29,995.60 | | 9.1% WSST | $33,836.17 | | 9.1% WSST | $31,385.63 | | 9.1% WSST | $36,625.67 |
| Notes: | | BID SCHEDULE B TOTAL | | * | Total | $359,617.60 | * | Total | $405,662.17 | * | Total | $376,282.63 | * | Total | $439,105.51 |
| * Corrected Total | | | | | | | | | | | | | | | |
| | | BID SCHEDULE A & B - TOTAL BID | | * | | $694,730.60 | * | | $718,966.67 | * | | $766,905.63 | * | | $788,579.16 |

***DISCUSSION ITEM 8a***

**Date:** July 19, 2016

**To:** City Council

**From:** Yoshihiro Monzaki, City Engineer

**Subject:** **Traffic Warrants**

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Every year the City receives requests for stop signs, traffic signals, speed limit changes and other traffic related items. These are considered traffic control devices. An evaluation must be completed prior to implementing traffic control devices. The Federal Highway Administration *Manual on Uniform Traffic Control Devices* (MUTCD) is the national industry standard for this type of evaluation and also defines street sign sizes and shapes, pavement markings, traffic signals and other traffic related items. It is referenced in the City's Engineering Design and Construction Standards which was updated in 2011 by Ordinance 2211.

The majority of these requests are due to speeding and safety. A speed of a road is determined statistically and holistically. Statistically, a speed analysis is performed to determine the *"85$^{th}$ percentile speed"* where 85 percent of the vehicles observed were driving below this speed. This is the speed where the majority of motorists feel comfortable driving on the road. Holistically, the road location, classification and characteristics are evaluated. A straight road in a residential neighborhood may have an 85$^{th}$ percentile speed of 50 mph, but because it is in a residential neighborhood a speed limit of 25 mph would be justified due to the pedestrians, bicyclists and other non-motorized uses of the road or adjacent to the road.

As detailed in the MUTCD, stop signs are not to be used to control speeds. On occasion, a request is received to put a stop sign on a road for the purpose to slow traffic. Stop signs are only to be used at intersection to control traffic movements. Traffic volumes, turn movements and accidents are some of the factors that are reviewed when evaluating the need for a stop sign.

Under the MUTCD whether a particular traffic control revision is "warranted" is based on sound engineering judgment and practice in the industry. According to the City Attorney, changes that are not supported by warrants are not recommended. What may appear at times to be popular to citizens or nearby residents is not an appropriate reason to implement a traffic control revision.

Attached are three traffic warrants that have been completed this year. Two are related to speed limits and the third is a stop sign request. One of the speed limit requests is the approval of a 15 mph zone. This will be the only street in the City with a 15 mph zone. 13$^{th}$ Street east of Pine Avenue is a dead end road in a residential area and is unique due to the approximately ten-foot pavement width. Vehicles must use the grassy shoulder to pass each other. Because the road is straight, the 85$^{th}$ percentile speed is most likely higher than 15 mph, but because of the existing conditions of the road and it is very unlikely that this road will be improved in the near future, the 15 mph was approved.

***DISCUSSION ITEM 8a***

**STRATEGIC PLAN REFERENCE:** Not applicable.

**RECOMMENDATION: That the City Council DISCUSS the three Traffic Warrants and Provide Comments or Ask Questions of Staff.**

**ATTACHMENTS:**

A. 13th Street, East of Pine Avenue – Speed Warrant
B. Weaver Road/Ludwig Road – Speed Warrant
C. 16th Street/Pine Avenue Intersection – Stop Sign Control Warrant

**REFERENCE DOCUMENTS:**

1. City's Engineering Design and Construction Standards
   http://wa-snohomish.civicplus.com/196/Engineering

2. Manual on Uniform Traffic Control Devices
   http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm

ATTACHMENT A

# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE, SNOHOMISH, WASHINGTON 98290 TEL (360) 568-3115

## Memorandum

**To**: Steve Schuller, P.E. – Public Works Director

**From**: Yoshihiro Monzaki, P.E. – City Engineer

**Date**: April 12, 2016

**Subject: 13th Street, East of Pine Avenue – Speed Warrant**

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### ISSUE

A request has been made to designate 13th Street in this area as a 15 miles per hour (mph) speed zone because of reports of speeding and the narrow pavement width on 13th Street east of Pine Avenue.

### EXISTING CONDITIONS

13th Street east of Pine Avenue is classified as a local road. It is a dead end road with a pavement width of approximately ten feet that serves two directions of traffic. Shoulders are grass and unimproved. Right of width varies from 60-feet to 80-feet in this segment of 13th Street. Surrounding area is mostly residential. The City's water reservoir is on the south side 13th Street and there is a church at the northeast corner of 13th Street/Pine Avenue.

### ANALYSIS

Traffic data has not been collected on this segment of 13th Street.

**Speed Limit**
**(FHWA Manual of Uniform Traffic Control Devices, 2009 Edition, Section 2B.13, page 56-58)**

> ***The following guidance should be considered for a speed limit sign installation:***

A. When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic.

*Traffic data has not been collected.*

B. Road characteristics, shoulder condition, grade, alignment, and sight distance.

*Pavement is narrow, approximately ten feet wide. 13th Street east of Pine Avenue is a dead end road. It is a one lane road where vehicles must pull off to the grassy shoulder to allow another vehicle to pass.*

C. The pace.

*Traffic data has not been collected.*

D. Roadside development and environment.

*13th Street provides access to four residences and the City's water reservoir.*

E. Parking practices and pedestrian activity.

*Parking occurs on the residents' property. There is limited parking on the shoulder. Pedestrian volume data has not been collected.*

F. Reported crash experience for at least a 12-month period.

*There have been three accidents in this area in the past 12-months. All were single vehicle accidents. Two were at the intersection and one was on 13th Street, East of Pine Avenue where the vehicle driver was not paying attention and drove off the road into the drainage ditch.*

**RECOMMENDATION**

Designate this segment of 13th Street east of Pine Avenue as a 15 mph zone. 13th Street is essentially a one 10-foot lane residential road that serves two directions of traffic and provides maintenance access to the City's water reservoir. This will decrease possible vehicle and pedestrian conflicts. Install a 15 mph speed sign on 13th Street, approximately 50-feet east of the Pine Avenue intersection on the south side.

ATTACHMENT B

# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

**116 UNION AVENUE, SNOHOMISH, WASHINGTON 98290 TEL (360) 568-3115**

## Memorandum

**To**: Steve Schuller, P.E. – Public Works Director

**From**: Yoshihiro Monzaki, P.E. – City Engineer

**Date**: April 11, 2016

**Subject: Weaver Road/Ludwig Road – Speed Warrant**

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### ISSUE

A request has been made to reduce the speed on Weaver Road (west of Bickford Avenue) and Ludwig Road (north of 16th Street) from 35 miles per hour (mph) to 25 mph because of reports of speeding. Weaver Road becomes Ludwig Road approximately 1,400 feet west of Bickford Avenue. Trucks have been observed using this road even though this is not a designated truck route.

### EXISTING CONDITIONS

Weaver Road and Ludwig Road are classified as two lane collector roads with a posted speed limit of 35 mph. There is a sidewalk on the north side of Weaver Road. The majority of the shoulders along Ludwig Road are grass and unimproved. The Weaver Road right of way width is 60-feet. The Ludwig Road right of width varies from 40-feet to 50-feet. Pavement width varies from approximately 24-feet on Weaver Road to 20-feet on Ludwig Road. Surrounding area is mostly residential, single and multi-family residences.

### ANALYSIS

Traffic data was collected on 89th Avenue SE in Snohomish County (aka Ludwig Road in the City) south of 72nd Street SE (aka 16th Street in the City) in June 2014. The annual average daily traffic on 89th Avenue SE northbound is 367 and southbound is 412. The 85th percentile speed is approximately 36 mph. The 95th percentile speed is approximately 40 mph. Majority of vehicles are travelling at or within 5 mph of the posted speed limit (35 mph) based on the collected data.

**Speed Limit**
**(FHWA Manual of Uniform Traffic Control Devices, 2009 Edition, Section 2B.13, page 56-58)**

***The following guidance should be considered for a speed limit sign installation:***

A. When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic.

*The 85th percentile speed is approximately 36 mph. Speed limit within 5 mph of the 85th-percentile speed would be from 30 mph to 40 mph (rounded to the nearest 5 mph). The posted speed limit of 35 mph is within the range. The requested speed of 25 mph would be 5 mph less than the lower limit (30 mph) of the range.*

B. Road characteristics, shoulder condition, grade, alignment, and sight distance.

*Pavement in some segments along Ludwig Road is narrow without a shoulder. There is a vertical grade change of approximately 80-feet. There was an accident reported in 2013 regarding a vehicle accessing Ludwig Road from their driveway. The report did not state if sight distance was an issue.*

C. The pace.

*The 10 mph pace range is approximately 26 mph to 36 mph. The requested speed of 25 mph would be at the lower limit of the range.*

D. Roadside development and environment.

*Most of the parcels abutting these roads are one acre or larger. Future residential development is possible. Sidewalk, curb and gutter, and shoulder improvements will occur as part of development. The City has a park property on Ludwig Road that will be developed in the future. It is not currently opened to the public and is not a destination.*

E. Parking practices and pedestrian activity.

*Parking occurs on the residents' property. It is limited on the shoulder. Pedestrian volume data has not been collected. Pedestrian activity is expected to increase as this area and the park property are developed.*

F. Reported crash experience for at least a 12-month period.

*Since 2002, there have been twelve accidents reported on Weaver Road in this area. Four of those accidents were related to excessive speeds. Since 2006,*

*there have been twelve accidents reported on Ludwig Road in this area. Three of those accidents were related to excessive speeds.*

**RECOMMENDATION**

Reduce the speed limit on Weaver Road and Ludwig Road between Bickford Avenue and 16th Street to 25 mph. This is at the lower limit of the 10 mph pace range and would be consistent with the current speed limit of 25 mph for Ludwig Road between Second Street and Eleventh Street. The reduction in speed would be more appropriate for this area which is zoned single family residential, has segments of narrow roads and limited shoulders, and areas of limited vertical sight distance. The reduction in speed may also discourage trucks using this roadway.

ATTACHMENT C

# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

**116 UNION AVENUE, SNOHOMISH, WASHINGTON 98290 TEL (360) 568-3115**

## Memorandum

**To**: Steve Schuller, P.E. – Public Works Director

**From**: Yoshihiro Monzaki, P.E. – City Engineer

**Date**: April 11, 2016

**Subject: 16th Street/Pine Avenue Intersection – Stop Sign Control Warrant**

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### ISSUE

A resident contacted the City regarding the two way stop controlled intersection at 16th Street/Pine Avenue which is a three leg intersection. There are stop signs at the southbound and westbound lanes. No stop sign on the northbound lane. This causes confusion for the southbound and westbound motorists because of an expectation for the northbound motorist to stop.

### EXISTING CONDITIONS

16th Street and Pine Avenue are classified as two lane local roads with a posted speed limit of 25 miles per hour (mph). There is a sidewalk on the east side of Pine Avenue and a grassy shoulder on the west side. At the southeast corner there is an open drainage ditch. On 16th Street there is curb and gutter on the north side and a grassy shoulder on the south side. There is a crosswalk on the south leg of Pine Avenue and the east leg of 16th Street.

The right of way width is 60-feet. Pavement width varies:

- Pine Avenue North Leg: Approximately 23-feet.
- Pine Avenue South Leg: Approximately 20-feet.
- 16th Street East Leg: Approximately 26-feet.

Surrounding area is mostly residential. There is a church on the west side of Pine Avenue at 16th Street.

**ANALYSIS**

Traffic data has not been collected at the Pine Avenue/16th Street intersection. Traffic counts were collected on Pine Avenue near 17th Place which is approximately 800 feet north of 16th Street in 2012. The annual average daily traffic (AADT) on Pine Avenue northbound is 344 and southbound is 136. The 85th percentile speed is approximately 30 mph.

**Multi-Way Stop**
**(FHWA Manual of Uniform Traffic Control Devices, 2009 Edition, Section 2B.07, page 52)**

***The following guidance should be considered for a multi-way STOP sign installation:***

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

   *Multi-way stop proposed at this intersection would not be a short term interim measure. This criterion does not apply.*

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

   *There have been less than five reported crashes in a 12-month period.*

C. Minimum volumes:

   1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day.

      *Vehicular volume data on Pine Avenue entering the intersection has not been collected. In 2012, the AADT for Pine Avenue near 17th Place was 344 for the northbound lane and 136 for the southbound lane.*

   2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.

      *Vehicular, pedestrian, and bicycle volume data has not been collected on 16th Street.*

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

   *85th-percentile approach speed of Pine Avenue traffic is 30 mph. It does not exceed 40 mph. This criterion does not apply.*

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

   *Because adequate traffic data has not been collected, this criterion cannot be evaluated.*

***Option: Other criteria that may be considered for a multi-way STOP sign installation:***

A. The need to control left-turn conflicts.

   *Those making a left-turn from the westbound or southbound lanes may be unaware that the vehicles traveling northbound are not required to stop. This may cause a conflict.*

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.

   *Pedestrian volume data has not been collected. There is a crosswalk on the south leg of Pine Avenue and the east leg of 16$^{th}$ Street. The church on the west side of the intersection is a destination location for vehicles and pedestrians. There is also a playground at the church. Although vehicles are required to yield to pedestrians in a crosswalk, a stop sign at the northbound lane will allow drivers to look for pedestrians.*

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.

   *Sight distance is not an issue at this intersection. The existing two way stop configuration at this intersection is somewhat unique. Typically at a three-way intersection, it would only be the side street that is stop controlled. At this intersection it is the side street and southbound lane that is stop controlled.*

   *Those making a turn movement from the westbound or southbound lanes may be unaware that the vehicles traveling northbound are not required to stop. This may cause a conflict.*

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

*Pine Avenue and 16th Street are classified as local roads. 16th Street is not a through street at this intersection. This criterion does not apply.*

**RECOMMENDATION**

Install a stop sign on the northbound lane of Pine Avenue at 16th Street which will make this an All-Way stop controlled intersection. This will decrease possible turning movement conflicts and require northbound vehicles on Pine Avenue to make a full stop at the crosswalk on the south leg. Also, install All-Way Stop signs to all Stop signs.

***DISCUSSION ITEM 8a***

***DISCUSSION ITEM 8b***

**Date:** July 19, 2016

**To:** City Council

**From:** Larry Bauman, City Manager and Grant K. Weed, City Attorney

**Subject:** **Discussion regarding Appointment of Pro-Con Committees for Local Voters' Pamphlet – Fireworks Advisory Ballot Measure**

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**SUMMARY:** On April 19, 2016, the City Council adopted Resolution 1344 requesting the Snohomish County Auditor to place an advisory measure on the November 2016 ballot regarding the prohibition of fireworks. A copy of Resolution 1344 is attached as Exhibit A for your reference. Resolution 1344 has been filed and submitted to the County Auditor and the advisory measure will be placed on the November 8, 2016 ballot for voters in the City of Snohomish. Also attached is the Explanatory Statement for the voter's pamphlet prepared by the City Attorney as required by State law. See Exhibit B.

**BACKGROUND:** Under State law, it is lawful to discharge consumer fireworks in conjunction with the Fourth of July and New Year's holidays. It is also lawful for persons licensed by the State and City to sell fireworks during those times. Under State law, a city may enact regulations which are more stringent then State law and may prohibit fireworks within the city limits. However, regulations that are more strict than State law, including a prohibition, cannot become effective sooner than one year after the adoption of the prohibition by the City Council.

The measure being placed before the voters is a non-binding advisory measure to give each voter the opportunity to express his or her opinion as to whether fireworks should continue to be permitted in the City of Snohomish. Any future prohibition of fireworks must be enacted by ordinance of the City Council.

**ANALYSIS:** The City Council has the responsibility of appointing up to three members for both a Pro Committee that will write a statement for the measure and a rebuttal to the Con Committee Statement and a Con Committee that will write the statement against the measure and a rebuttal to the Pro Committee's statement. The form for submission of the committee member's names and phone numbers is attached as Exhibit C. If the City Council does not appoint citizens to the Pro and Con Committees or if citizens cannot be identified who are interested and willing to serve, the Auditor's Office will endeavor to make such appointments. However, if such committees are not formed the voter's pamphlet will not contain statements for or against the measure but the measure will nevertheless appear on the ballot.

If Pro and Con Committee members are appointed, the Snohomish County Auditor will contact the committee chairperson with submission requirements and deadlines. Each committee statement may not exceed 250 words or contain obscene, vulgar, profane, scandalous, libelous or defamatory language. The appeal process for a rejected statement is outlined in the Snohomish County Local Voter's Pamphlet Administrative Rules which are available online or in the Auditor's Office.

**STRATEGIC PLAN REFERENCE:** Not applicable

**RECOMMENDATION: That the City Council DISCUSS appointment of Pro and Con Committees for the Fireworks Advisory Ballot Measure and if desired, identify and appoint up to three members for each committee.**

**ATTACHMENTS:**

A. Exhibit A - Resolution 1344
B. Exhibit B - Explanatory Statement
C. Exhibit C - Local Voter's Pamphlet Committee Appointment Form

ATTACHMENT A

Exhibit A

RQUD ret

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Snohomish County Auditor

**CITY OF SNOHOMISH**
**Snohomish, Washington**

**RESOLUTION 1344**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON REQUESTING THE SNOHOMISH COUNTY AUDITOR TO PLACE AN ADVISORY MEASURE ON THE NOVEMBER 2016 BALLOT REGARDING THE PROHIBITION OF FIREWORKS.**

**WHEREAS**, the Snohomish City Council wishes to give the citizens of Snohomish the opportunity to express their opinion on whether fireworks should be prohibited in the City of Snohomish;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON AS FOLLOWS:**

That a request be made to the Snohomish County Auditor to place the following question on the November 8, 2016 ballot as a nonbinding measure on the November 8, 2016 ballot for advisory purposes in substantially the following form with the option for the voter to make "yes" or "no" in response to the following question:

"Should the Snohomish City Council prohibit the possession, sale, and discharge of fireworks within the City limits of Snohomish?"

_____ Yes

_____ No

**PASSED** by the City Council and **APPROVED** by the Mayor this 19th day of April 2016.

CITY OF SNOHOMISH

By Karen Guzak, Mayor

ATTEST:

By Pat Adams, City Clerk

APPROVED AS TO FORM:

By Grant Weed, City Attorney

**Snohomish County Elections**
*A Division of the Auditor's Office*

**Carolyn Weikel**
County Auditor

**Garth Fell**
Elections and Recording Manager

RCVD vt

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Snohomish County Auditor

# Receipt of Resolution

The Snohomish County Auditor's Office, Election Division has received a resolution on the date stamped below from the following district.

**District Name:** City of Snohomish

**Election Date:** Nov. 8, 2016

**Person Delivering Resolution:** Pat Adams

**Staff Receiving Resolution:** Victoria Idiwell
*Signature*

3000 Rockefeller Avenue, M/S 505 | Everett, Washington 98201-4046 | (425) 388-3444
elections@snoco.org | www.snoco.org/elections

ATTACHMENT B

# Exhibit B

## VOTER PAMPHLET EXPLANATORY STATEMENT

## SNOHOMISH FIREWORKS ADVISORY BALLOT MEASURE

Under state law it is legal to discharge consumer fireworks in conjunction with the Fourth of July and New Year's holidays. It is also legal for persons licensed by the state and city to sell fireworks during those times. State law provides that a city may prohibit fireworks within its city limits, but that such prohibition would be effective no sooner than one year after the adoption of the prohibition by the City Council.

This is a non-binding advisory measure to give each voter the opportunity to express his or her opinion as to whether fireworks should continue to be permitted in the City of Snohomish. A "yes" vote supports banning fireworks in Snohomish. A "no" vote supports leaving the law as it is.

While the City Council may consider the election results in formulating its policy toward fireworks, the results will not change the law.

I hereby certify that the above Explanatory Statement meets the requirements of RCW 29A.32.241(4) and is hereby approved by me.

Grant K. Weed, Snohomish City Attorney

7-12-16
Date

ATTACHMENT C

Exhibit C

# Local Voters' Pamphlet Committee Appointment Form

**Please circle a committee type:** **Pro (For)** **Con (Against)** **Election:** _____

District _____ Resolution number _____

I hereby certify the below-named individuals have been appointed, each have consented to serve as indicated and understand their name(s) will be listed in the official Local Voters' Pamphlet.

Authorized Signature/Legislative Authority _____ Date _____

## Committee Members

**Committee chair name** _____ Phone _____

Committee chair email _____

Signature _____

**Second member name** _____ Phone _____

Email _____

Signature _____

**Third member name** _____ Phone _____

Email _____

Signature _____

These names will appear in the local voters' pamphlet in conjunction with the ballot measure submitted. Snohomish County will contact the committee chair person with submission requirements and deadlines. The committee statement may not exceed 250 words or contain obscene, vulgar, profane, scandalous, libelous or defamatory language. The appeal process for a rejected statement is outlined in the Snohomish County Local Voters' Pamphlet Administrative Rules available online or in the Auditor's Office.

Return To: Snohomish County Auditor's Office
3000 Rockefeller Ave, MS 505
Everett, WA 98201

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| *Name* | *Check #* | *Invoice #* | *Check Date* | *Description* | | *Amount* |
|---|---|---|---|---|---|---|
| **Select Homes, Inc.** | | | | | | |
| | 59006 | 06272016 | 7/1/16 | Refund performance cash bond | | $9,350.00 |
| | | | | | Check Total | **$9,350.00** |
| | | | | | Batch Total | **$9,350.00** |
| **Gina Martello** | | | | | | |
| | 59007 | 06272016 | 7/8/16 | Business License Overpayment | | $150.00 |
| | | | | | Check Total | **$150.00** |
| **Snohomish County Treasurer** | | | | | | |
| | 59008 | CrimevictimsEDC | 7/8/16 | State Pass Thru June 2016 | | $93.60 |
| | 59008 | CrimevictimsTVB | 7/8/16 | State Pass Thru June 2016 | | $0.85 |
| | | | | | Check Total | **$94.45** |
| **Subsea Air Systems** | | | | | | |
| | 59009 | 07072016 | 7/8/16 | Partial Refund of fees B16-093 & C16-004 | | $4,241.25 |
| | 59009 | 07072016 | 7/8/16 | Partial Refund of fees B16-093 & C16-004 | | $6,795.32 |
| | | | | | Check Total | **$11,036.57** |
| **Washington State Department of Licensing** | | | | | | |
| | 59010 | SNP000105 | 7/8/16 | Renewal CPL Williams | | $18.00 |
| | 59010 | SNP000106 | 7/8/16 | Renewal CPL Von Neida | | $21.00 |
| | 59010 | SNP000107 | 7/8/16 | Renewal CPL Wilson | | $18.00 |
| | 59010 | SNP000108 | 7/8/16 | Renewal CPL Fozzard | | $18.00 |
| | 59010 | SNP000109 | 7/8/16 | Original CPL Hatch | | $18.00 |
| | 59010 | SNP000110 | 7/8/16 | Original CPL Parmel | | $18.00 |
| | 59010 | SNP000111 | 7/8/16 | Original CPL Blake | | $18.00 |
| | | | | | Check Total | **$129.00** |
| **Washington State Treasurer** | | | | | | |
| | 59011 | EDCSTGEN40 | 7/8/16 | State Pass Thru June 2016 | | $1,147.64 |
| | 59011 | EDCSTGEN50 | 7/8/16 | State Pass Thru June 2016 | | $559.15 |
| | 59011 | EDCSTGEN54 | 7/8/16 | State Pass Thru June 2016 | | $89.20 |
| | 59011 | EDCHWYSAFETY | 7/8/16 | State Pass Thru June 2016 | | $16.34 |
| | 59011 | EDCBREATHLAB | 7/8/16 | State Pass Thru June 2016 | | $1.81 |
| | 59011 | EDCDEATHINV | 7/8/16 | State Pass Thru June 2016 | | $10.29 |
| | 59011 | EDCJISACCT | 7/8/16 | State Pass Thru June 2016 | | $66.91 |
| | 59011 | EDCTRAUMACARE | 7/8/16 | State Pass Thru June 2016 | | $18.36 |
| | 59011 | EDCAUTOTHEFT | 7/8/16 | State Pass Thru June 2016 | | $32.35 |
| | 59011 | EDCTRAUMABRAIN | 7/8/16 | State Pass Thru June 2016 | | $6.40 |
| | 59011 | WSPHIWAYSAFE | 7/8/16 | State Pass Thru June 2016 | | $58.54 |
| | 59011 | TVBSTGEN50 | 7/8/16 | State Pass Thru June 2016 | | $31.09 |
| | 59011 | TVBSTGEN40 | 7/8/16 | State Pass Thru June 2016 | | $16.91 |
| | 59011 | TVBJIS | 7/8/16 | State Pass Thru June 2016 | | $23.00 |
| | 59011 | TVBTRAUMA | 7/8/16 | State Pass Thru June 2016 | | $7.00 |
| | 59011 | TVBAUTOTHEFT | 7/8/16 | State Pass Thru June 2016 | | $10.00 |
| | 59011 | BLDGSVCCHG | 7/8/16 | State Pass Thru June 2016 | | $81.00 |
| | | | | | Check Total | **$2,175.99** |
| | | | | | Batch Total | **$13,586.01** |
| **AECOM Technical Services, Inc** | | | | | | |
| | 59012 | 37770550 | 7/8/16 | PSE - Bid Ready Work | | $7,073.73 |
| | | | | | Check Total | **$7,073.73** |
| **All Battery Sales & Service** | | | | | | |
| | 59013 | 800-10006323 | 7/8/16 | equipment | | $120.39 |
| | 59013 | 300-10007769 | 7/8/16 | inventory | | $97.87 |
| | 59013 | 300-10007717 | 7/8/16 | supplies | | $32.53 |
| | 59013 | 300-10009964 | 7/8/16 | parts | | $130.73 |
| | | | | | Check Total | **$381.52** |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| *Name Check #* | *Invoice #* | *Check Date* | *Description* | *Amount* |
|---|---|---|---|---|
| **Allied Waste of Lynnwood** | | | | |
| 59014 | June 2016 | 7/8/16 | Recycling Services June 2016 | $48,176.72 |
| 59014 | June 2016 | 7/8/16 | Solid Waste Services June 2016 | $105,046.23 |
| 59014 | June 2016 | 7/8/16 | Solid Waste Tax June 2016 | $-590.31 |
| | | | Check Total | **$152,632.64** |
| **American Water Works Association** | | | | |
| 59015 | 7001200574 | 7/8/16 | Annual AWWA Membership Fee | $209.00 |
| | | | Check Total | **$209.00** |
| **Washington Tractor** | | | | |
| 59016 | 1004044 | 7/8/16 | equipment | $22.88 |
| 59016 | 1052382 | 7/8/16 | equipment | $15.74 |
| 59016 | 04225474 | 7/8/16 | equipment | $1,361.57 |
| 59016 | 1044054 | 7/8/16 | equipment | $47.98 |
| 59016 | 1047353 | 7/8/16 | parts for vehicle EP33 | $188.38 |
| 59016 | 04225474 | 7/8/16 | equipment | $458.22 |
| | | | Check Total | **$2,094.77** |
| **BHC Consultants** | | | | |
| 59017 | 7828 | 7/8/16 | WWTP Engineering Services | $14,020.74 |
| | | | Check Total | **$14,020.74** |
| **Bickford Motors** | | | | |
| 59018 | 1095745 | 7/8/16 | parts | $47.71 |
| | | | Check Total | **$47.71** |
| **Bills Blueprint Inc.** | | | | |
| 59019 | 534356 | 7/8/16 | 2016 Utility Improvement Project | $170.20 |
| 59019 | 534342 | 7/8/16 | 2016 Utility Improvement Project | $165.96 |
| 59019 | 534360 | 7/8/16 | 2016 Utility Improvement Project | $284.21 |
| 59019 | 533748 | 7/8/16 | 30th St Project PS&E Copies | $362.35 |
| | | | Check Total | **$982.72** |
| **Chemsearch** | | | | |
| 59020 | 2355919 | 7/8/16 | rainbow bugs | $141.84 |
| | | | Check Total | **$141.84** |
| **City of Everett** | | | | |
| 59021 | I16001368 | 7/8/16 | Animal Shelter Fees May 2016 | $370.00 |
| | | | Check Total | **$370.00** |
| **Comcast** | | | | |
| 59022 | 633360-7/16 | 7/8/16 | Carnegie Internet | $204.89 |
| | | | Check Total | **$204.89** |
| **Davis Door Service, Inc** | | | | |
| 59023 | 204169 | 7/8/16 | repair | $2,500.57 |
| 59023 | 204170 | 7/8/16 | repair | $2,500.57 |
| | | | Check Total | **$5,001.14** |
| **Edge Analytical** | | | | |
| 59024 | 15-16417 | 7/8/16 | sample testing | $513.00 |
| | | | Check Total | **$513.00** |
| **Environmental Resource Association** | | | | |
| 59025 | 797133 | 7/8/16 | Lab Tests | $128.46 |
| | | | Check Total | **$128.46** |
| **E S A** | | | | |
| 59026 | 121657 | 7/8/16 | #05-16-PP Site Visit | $909.35 |
| | | | Check Total | **$909.35** |
| **Fast Signs** | | | | |
| 59027 | 471-8821 | 7/8/16 | supplies | $122.30 |
| | | | Check Total | **$122.30** |

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| *Name* | *Check #* | *Invoice #* | *Check Date* | *Description* | | *Amount* |
|---|---|---|---|---|---|---|
| **Frontier** | | | | | | |
| | 59028 | 227125-6/16 | 7/8/16 | CSO Alarm Dialer | | $57.84 |
| | 59028 | 413125-6/16 | 7/8/16 | WWTP DSL | | $79.99 |
| | 59028 | 1214935-6/16 | 7/8/16 | Fleet & Facilities Share Shop Fax | | $28.16 |
| | 59028 | 1214935-6/16 | 7/8/16 | Water Share Shop Fax | | $14.09 |
| | 59028 | 1214935-6/16 | 7/8/16 | Storm Share Shop Fax | | $14.09 |
| | 59028 | 1214935-6/16 | 7/8/16 | Street Share Shop fax | | $14.09 |
| | 59028 | 1214935-6/16 | 7/8/16 | Parks Share Shop fax | | $14.08 |
| | | | | | Check Total | **$222.34** |
| **Girard Resources & Recycling, LLC** | | | | | | |
| | 59029 | 34822 | 7/8/16 | top soil | | $161.17 |
| | | | | | Check Total | **$161.17** |
| **Green River Community College** | | | | | | |
| | 59030 | 154354 | 7/8/16 | Training | | $200.00 |
| | 59030 | 154355 | 7/8/16 | Training | | $200.00 |
| | | | | | Check Total | **$400.00** |
| **Hach Chemical** | | | | | | |
| | 59031 | 9982230 | 7/8/16 | Lab Supplies | | $197.77 |
| | 59031 | 9982230 | 7/8/16 | Water Quality Supplies | | $314.77 |
| | | | | | Check Total | **$512.54** |
| **H.B. Jaeger** | | | | | | |
| | 59032 | 173471/1 | 7/8/16 | equipment | | $118.55 |
| | | | | | Check Total | **$118.55** |
| **Home Depot - Parks** | | | | | | |
| | 59033 | 4061528 | 7/8/16 | conex supplies | | $227.41 |
| | 59033 | 0044343 | 7/8/16 | conex supplies | | $39.91 |
| | 59033 | 3570764 | 7/8/16 | parts | | $78.33 |
| | 59033 | 6061437 | 7/8/16 | parts | | $100.07 |
| | 59033 | 1590624 | 7/8/16 | Electrical Supplies | | $26.78 |
| | 59033 | 7070545 | 7/8/16 | Electrical Supplies | | $115.28 |
| | 59033 | 8134994 | 7/8/16 | conex supplies | | $174.49 |
| | | | | | Check Total | **$762.27** |
| **Home Depot - Streets** | | | | | | |
| | 59034 | 4134881 | 7/8/16 | inventory | | $935.38 |
| | 59034 | 2015235 | 7/8/16 | inventory | | $215.94 |
| | 59034 | 2015207 | 7/8/16 | inventory | | $134.61 |
| | 59034 | 2012202 | 7/8/16 | parts | | $12.67 |
| | 59034 | 2015197 | 7/8/16 | parts | | $62.83 |
| | 59034 | 6014593 | 7/8/16 | inventory | | $27.78 |
| | | | | | Check Total | **$1,389.21** |
| **Home Depot - Storm** | | | | | | |
| | 59035 | 0013982 | 7/8/16 | inventory | | $22.87 |
| | 59035 | 9014163 | 7/8/16 | mortar | | $21.79 |
| | 59035 | 4013450 | 7/8/16 | inventory | | $6.03 |
| | 59035 | 7014478 | 7/8/16 | materials | | $51.77 |
| | 59035 | 8014334 | 7/8/16 | concrete | | $3.44 |
| | | | | | Check Total | **$105.90** |
| **HD Supply Waterworks LTD** | | | | | | |
| | 59036 | F663490 | 7/8/16 | water meters | | $2,129.09 |
| | 59036 | F663411 | 7/8/16 | water meters | | $2,141.65 |
| | | | | | Check Total | **$4,270.74** |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| *Name* | *Check #* | *Invoice #* | *Check Date* | *Description* | *Amount* |
|---|---|---|---|---|---|
| **Home Depot Waste Water Treatment** | | | | | |
| | 59037 | 1561591 | 7/8/16 | materials | $43.57 |
| | 59037 | 0011035 | 7/8/16 | materials | $10.21 |
| | | | | Check Total | **$53.78** |
| **Interstate Auto Parts** | | | | | |
| | 59038 | 906-61174 | 7/8/16 | worklamp LED - Shop | $93.32 |
| | 59038 | 906-61174 | 7/8/16 | worklamp LED - Shop | $93.31 |
| | | | | Check Total | **$186.63** |
| **Integra Telecom** | | | | | |
| | 59039 | 13964711 | 7/8/16 | Water Department Share Shop Phones | $52.66 |
| | 59039 | 13964711 | 7/8/16 | Street Dept. Share Shop Phone | $52.68 |
| | 59039 | 13964711 | 7/8/16 | Parks Share Shop Phones | $26.32 |
| | 59039 | 13964711 | 7/8/16 | Fleet & Facilities Share Shop Phone | $78.97 |
| | 59039 | 13964711 | 7/8/16 | Collections Share Shop Phone | $52.68 |
| | 59039 | 13964711 | 7/8/16 | Storm Share Shop Phone | $52.68 |
| | 59039 | 13964495 | 7/8/16 | Water Treatment Plant Phones | $178.06 |
| | 59039 | 13963416 | 7/8/16 | Waste Water Treatment Plant Phone | $189.19 |
| | 59039 | 13962820 | 7/8/16 | City Hall Digital Phone | $68.37 |
| | | | | Check Total | **$751.61** |
| **Jones Chemicals Inc** | | | | | |
| | 59040 | 692513 | 7/8/16 | CI2 and SO2 | $3,445.08 |
| | 59040 | 692574 | 7/8/16 | Cylinder Return | $-800.00 |
| | | | | Check Total | **$2,645.08** |
| **J Thayer Company** | | | | | |
| | 59041 | 1057398-0 | 7/8/16 | office supplies | $94.87 |
| | | | | Check Total | **$94.87** |
| **Karen Allen** | | | | | |
| | 59042 | 06302016 | 7/8/16 | Meal Reimbursement | $100.00 |
| | | | | Check Total | **$100.00** |
| **Kinnamon Communications** | | | | | |
| | 59043 | 06172016 | 7/8/16 | Web Content Contract | $1,500.00 |
| | | | | Check Total | **$1,500.00** |
| **Lakeside Industries** | | | | | |
| | 59044 | 6014050MB | 7/8/16 | cold mix for road patches | $864.67 |
| | | | | Check Total | **$864.67** |
| **McDaniel Do It Center - Police** | | | | | |
| | 59045 | 474828 | 7/8/16 | office supplies | $7.62 |
| | 59045 | 474929 | 7/8/16 | office supplies | $9.81 |
| | | | | Check Total | **$17.43** |
| **McDaniel Do It Center - Parks** | | | | | |
| | 59046 | 474244 | 7/8/16 | supplies | $7.71 |
| | 59046 | 474657 | 7/8/16 | supplies | $6.32 |
| | 59046 | 474921 | 7/8/16 | supplies | $9.79 |
| | 59046 | 474959 | 7/8/16 | supplies | $28.33 |
| | 59046 | 475140 | 7/8/16 | Electrical Supplies | $8.00 |
| | 59046 | 475125 | 7/8/16 | supplies | $69.66 |
| | | | | Check Total | **$129.81** |
| **McDaniel Do It Center - Storm** | | | | | |
| | 59047 | 474566 | 7/8/16 | inventory | $16.35 |
| | 59047 | 474639 | 7/8/16 | inventory | $26.07 |
| | | | | Check Total | **$42.42** |
| **McDaniel Do It Center-SS** | | | | | |
| | 59048 | 474857 | 7/8/16 | parts | $16.47 |
| | 59048 | 473899 | 7/8/16 | inventory | $4.34 |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| Name | Check # | Invoice # | Check Date | Description | Amount |
|---|---|---|---|---|---|
| | 59048 | 474562 | 7/8/16 | inventory | $35.99 |
| | 59048 | 474516 | 7/8/16 | equipment for vehicle EP56 | $11.97 |
| | 59048 | 474084 | 7/8/16 | equipment | $32.72 |
| | 59048 | 474234 | 7/8/16 | inventory | $5.77 |
| | 59048 | 474655 | 7/8/16 | fuel | $22.89 |
| | 59048 | 474886 | 7/8/16 | parts | $4.32 |
| | 59048 | 474441 | 7/8/16 | equipment | $34.90 |
| | 59048 | 474955 | 7/8/16 | misc office supplies | $22.09 |
| | 59048 | 474928 | 7/8/16 | supplies | $10.90 |
| | | | | Check Total | **$202.36** |
| **McDaniel Do It Center- Streets** | | | | | |
| | 59049 | 474927 | 7/8/16 | parts, inventory, equipment | $151.90 |
| | 59049 | 474873 | 7/8/16 | parts, equipment | $27.23 |
| | 59049 | 474868 | 7/8/16 | equipment | $37.08 |
| | 59049 | 474982 | 7/8/16 | parts | $8.79 |
| | 59049 | 474575 | 7/8/16 | concrete | $34.87 |
| | 59049 | 474625 | 7/8/16 | supplies | $21.56 |
| | 59049 | 474780 | 7/8/16 | parts | $24.60 |
| | 59049 | 474855 | 7/8/16 | equipment | $32.68 |
| | 59049 | 474860 | 7/8/16 | supplies | $9.79 |
| | 59049 | 475094 | 7/8/16 | inventory | $32.21 |
| | 59049 | 474993 | 7/8/16 | parts | $8.72 |
| | 59049 | 474994 | 7/8/16 | parts | $14.17 |
| | | | | Check Total | **$403.60** |
| **McDaniel Do It Center - Water** | | | | | |
| | 59050 | 474924 | 7/8/16 | supplies | $85.07 |
| | 59050 | 474535 | 7/8/16 | supplies | $6.54 |
| | | | | Check Total | **$91.61** |
| **McDaniel's Do It Center Wastewater** | | | | | |
| | 59051 | 474942 | 7/8/16 | parts | $12.13 |
| | 59051 | 474772 | 7/8/16 | water | $63.01 |
| | 59051 | 474821 | 7/8/16 | cleaning and lab supplies | $32.66 |
| | 59051 | 475010 | 7/8/16 | parts | $17.31 |
| | | | | Check Total | **$125.11** |
| **Microflex, Inc.** | | | | | |
| | 59052 | 22358 | 7/8/16 | Tax Audit Program | $34.38 |
| | | | | Check Total | **$34.38** |
| **Mobile Guard, Inc** | | | | | |
| | 59053 | 09735 | 7/8/16 | Text Archiving | $240.00 |
| | | | | Check Total | **$240.00** |
| **Norton Arnold & Company** | | | | | |
| | 59054 | 29705 | 7/8/16 | Ad Hoc Open Gov't Committee Facilitation | $1,755.00 |
| | | | | Check Total | **$1,755.00** |
| **North Sound Hose & Fitting Inc** | | | | | |
| | 59055 | 74449 | 7/8/16 | Equipment | $824.90 |
| | | | | Check Total | **$824.90** |
| **Platt Electric Supply** | | | | | |
| | 59056 | J681414 | 7/8/16 | parts | $387.99 |
| | | | | Check Total | **$387.99** |
| **The Greg Prothman Company** | | | | | |
| | 59057 | 2016-5448 | 7/8/16 | Interim Planning Director Services | $6,138.33 |
| | 59057 | 2016-5475 | 7/8/16 | Interim Planning Director Services | $6,624.19 |
| | 59057 | 2016-5467 | 7/8/16 | Planning Director Search | $5,583.34 |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| *Name* | *Check #* | *Invoice #* | *Check Date* | *Description* | *Amount* |
|---|---|---|---|---|---|
| | | | | Check Total | **$18,345.86** |
| **River City Land Services** | | | | | |
| | 59058 | 1853 | 7/8/16 | 1230 Lake Ave Right of Way Survey | $1,237.00 |
| | | | | Check Total | **$1,237.00** |
| **Snohomish County Pud #1** | | | | | |
| | 59059 | 131019256 | 7/8/16 | #1000575906, 400 Rainbow, L/S | $35.48 |
| | 59059 | 127706385 | 7/8/16 | #1000508263, 24021 24th,Intake Structure | $24.53 |
| | 59059 | 111134819 | 7/8/16 | #1000275828, 1110 Ferguson, L/S | $101.69 |
| | 59059 | 147442443 | 7/8/16 | #1000385243, 1329 Bonneville, L/S | $24.94 |
| | 59059 | 131019420 | 7/8/16 | #1000463019, 1801 Lakemount, Casino L/S | $58.00 |
| | 59059 | 114456167 | 7/8/16 | #1000482443, 505 Rainier, Lift Station | $303.29 |
| | 59059 | 144156961 | 7/8/16 | #1000395660, 617 18th St, Lift Station | $78.81 |
| | 59059 | 144156810 | 7/8/16 | #1000539970, 1608 Park, Lift Station | $54.98 |
| | 59059 | 114456418 | 7/8/16 | #1000542988, 50 Lincoln, Lift Station | $52.94 |
| | 59059 | 104491308 | 7/8/16 | #1000439204, 40 Maple, Cady Lift Station | $33.21 |
| | 59059 | 100238691 | 7/8/16 | #1000320746, 2504 Menzel Lk Rd, WTP | $998.09 |
| | 59059 | 131019019 | 7/8/16 | 1330 Ferguson Park Road, Street Lighting | $8.85 |
| | 59059 | 127706401 | 7/8/16 | #1000368128, 700 Ave D, Street Lighting | $22.33 |
| | 59059 | 153988893 | 7/8/16 | #1000545615, 1610 Park, Hill Pk Sm Shelt | $15.73 |
| | 59059 | 124400435 | 7/8/16 | #1000578758, 1501 Ave D, Street Lighting | $62.00 |
| | 59059 | 111138472 | 7/8/16 | #1000125213, 169 Cypress, Pilchuck Light | $122.37 |
| | 59059 | 137524273 | 7/8/16 | #1000535766, 1610 Park, Park Restrooms | $24.55 |
| | 59059 | 127706018 | 7/8/16 | #1000370579, 1301 Ave D, Street Lighting | $22.82 |
| | 59059 | 163597295 | 7/8/16 | Various Locations, Street Lighting | $30.10 |
| | 59059 | 163596976 | 7/8/16 | Various Locations, Street Lighting | $262.54 |
| | 59059 | 163596974 | 7/8/16 | Various Locations, Street Lighting | $3,850.11 |
| | 59059 | 163595531 | 7/8/16 | #1000571566, 501 2nd St, Traffic Light | $59.64 |
| | 59059 | 160383604 | 7/8/16 | Various Locations, Street Lighting | $984.27 |
| | 59059 | 134312601 | 7/8/16 | Various Locations, Street Lighting | $99.09 |
| | 59059 | 137524009 | 7/8/16 | #1000531660, 9101 56th, 30th St Signal | $33.30 |
| | 59059 | 150733753 | 7/8/16 | #1000566359, 811 1st, Street Lighting | $15.73 |
| | 59059 | 124405634 | 7/8/16 | Various Locations, Street Lighting | $11.96 |
| | 59059 | 144155326 | 7/8/16 | #1000483278, 1001 Ave D, Signal | $58.64 |
| | 59059 | 124403479 | 7/8/16 | #1000380098, 1109 13th, Street Lighting | $24.96 |
| | 59059 | 124405635 | 7/8/16 | Various Locations, Traffic Light | $45.16 |
| | 59059 | 114457067 | 7/8/16 | Various Locations, Street Lighting | $50.90 |
| | | | | Check Total | **$7,571.01** |
| **Snohomish County Sheriff's Office Corrections** | | | | | |
| | 59060 | 2016-3260 | 7/8/16 | Jail Inmate Medication Fees May 2016 | $9.50 |
| | | | | Check Total | **$9.50** |
| **Snohomish County Corrections** | | | | | |
| | 59061 | 2016-3192 | 7/8/16 | Jail Service Fees May 2016 | $12,685.18 |
| | | | | Check Total | **$12,685.18** |
| **Sherwin-Williams** | | | | | |
| | 59062 | 4002-8 | 7/8/16 | supplies | $388.25 |
| | | | | Check Total | **$388.25** |
| **Shred-It USA, Inc** | | | | | |
| | 59063 | 9411121220 | 7/8/16 | Document destruction fees June 2016 | $80.51 |
| | | | | Check Total | **$80.51** |
| **Six Robblees** | | | | | |
| | 59064 | 14-325718 | 7/8/16 | parts for vehicle EP131 | $42.57 |
| | 59064 | 14-324098 | 7/8/16 | Equipment for vehicle EP2 | $477.37 |
| | 59064 | 14-326054 | 7/8/16 | parts for vehicle EP56 | $35.08 |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| Name | Check # | Invoice # | Check Date | Description | | Amount |
|---|---|---|---|---|---|---|
| | 59064 | 14-326238 | 7/8/16 | parts for EP56 | | $16.54 |
| | | | | | Check Total | **$571.56** |
| **Snohomish Auto Parts** | | | | | | |
| | 59065 | 458133 | 7/8/16 | supplies | | $11.19 |
| | 59065 | 458052 | 7/8/16 | parts for vehicle EP59 | | $109.11 |
| | 59065 | 456685 | 7/8/16 | supplies for vehicle EP5 | | $20.52 |
| | 59065 | 459484 | 7/8/16 | parts | | $23.60 |
| | 59065 | 459339 | 7/8/16 | equipment | | $6.92 |
| | 59065 | 459036 | 7/8/16 | equipment | | $7.83 |
| | 59065 | 459166 | 7/8/16 | equipment | | $16.95 |
| | 59065 | 459028 | 7/8/16 | equipment | | $171.91 |
| | 59065 | 458367 | 7/8/16 | supplies for vehicle EP56 | | $23.15 |
| | 59065 | 458830 | 7/8/16 | supplies for vehicle EP56 | | $34.74 |
| | 59065 | 459034 | 7/8/16 | equipment | | $31.80 |
| | 59065 | 459029 | 7/8/16 | equipment | | $27.94 |
| | 59065 | 458515 | 7/8/16 | parts | | $1.04 |
| | 59065 | 458514 | 7/8/16 | supplies for vehicle EP61 | | $11.36 |
| | 59065 | 458712 | 7/8/16 | parts | | $13.70 |
| | 59065 | 459035 | 7/8/16 | parts | | $5.99 |
| | 59065 | 459329 | 7/8/16 | equipment | | $11.85 |
| | 59065 | 457589 | 7/8/16 | parts for vehicle EP33 | | $39.01 |
| | 59065 | 459334 | 7/8/16 | parts for vehicle EP33 | | $84.89 |
| | 59065 | 455580 | 7/8/16 | parts for vehicle EP1 | | $101.50 |
| | 59065 | 458717 | 7/8/16 | equipment | | $4.90 |
| | | | | | Check Total | **$759.90** |
| **Snohomish Co-Op** | | | | | | |
| | 59066 | 264466 | 7/8/16 | diesel fuel | | $154.86 |
| | 59066 | 264530 | 7/8/16 | dyed fuel EP177 | | $84.03 |
| | 59066 | 264491 | 7/8/16 | dyed fuel | | $18.22 |
| | 59066 | 264553 | 7/8/16 | dyed fuel EP189 | | $35.02 |
| | 59066 | 264209 | 7/8/16 | unleaded fuel EP178 | | $40.08 |
| | 59066 | 264841 | 7/8/16 | unleaded fuel EP2 | | $50.00 |
| | 59066 | 264548 | 7/8/16 | unleaded fuel EP61 | | $3.96 |
| | 59066 | 264660 | 7/8/16 | unleaded fuel EP178 | | $32.98 |
| | 59066 | 264365 | 7/8/16 | dyed fuel | | $9.62 |
| | 59066 | 264839 | 7/8/16 | parts | | $12.75 |
| | | | | | Check Total | **$441.52** |
| **Sound Equipment Rental and Sales** | | | | | | |
| | 59067 | 12332 | 7/8/16 | equipment | | $952.88 |
| | 59067 | 12332 | 7/8/16 | equipment | | $952.87 |
| | | | | | Check Total | **$1,905.75** |
| **Steuber Dist. Co.** | | | | | | |
| | 59068 | 2820627 | 7/8/16 | weed killer | | $130.81 |
| | | | | | Check Total | **$130.81** |
| **Summit Law Group PLLC** | | | | | | |
| | 59069 | 79204 | 7/8/16 | Labor Relations - Legal | | $727.50 |
| | | | | | Check Total | **$727.50** |
| **Sound Publishing** | | | | | | |
| | 59070 | 7684099 | 7/8/16 | Employment Advertising | | $613.00 |
| | | | | | Check Total | **$613.00** |
| **Sound Publishing** | | | | | | |
| | 59071 | EDH707521 | 7/8/16 | CB Theatres - Public Hearing | | $24.08 |
| | 59071 | EDH707494 | 7/8/16 | Ordinance Publication 2306 | | $32.68 |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| Name | Check # | Invoice # | Check Date | Description | Amount |
|---|---|---|---|---|---|
| | 59071 | 1635807 | 7/8/16 | TIP Public Hearing | $313.04 |
| | 59071 | EDH704915 | 7/8/16 | Ordinance Publication 2310 | $36.12 |
| | 59071 | EDH707522 | 7/8/16 | Impact Fees Public Hearing | $24.08 |
| | 59071 | EDH707491 | 7/8/16 | Publish Ordinance 2311 | $34.40 |
| | 59071 | EDH704916 | 7/8/16 | Water Supply Public Hearing | $41.28 |
| | 59071 | 1593450 | 7/8/16 | City Council Agenda Publication | $648.00 |
| | 59071 | 1610474 | 7/8/16 | City Council Agenda Publication | $648.00 |
| | | | | Check Total | **$1,801.68** |
| **Tim Jackson** | | | | | |
| | 59072 | 06302016 | 7/8/16 | meal reimbursement | $32.00 |
| | | | | Check Total | **$32.00** |
| **Unum Life Insurance** | | | | | |
| | 59073 | 220603027-7/16 | 7/8/16 | retiree life insurance - July 2016 | $130.50 |
| | | | | Check Total | **$130.50** |
| **US Bank CPS** | | | | | |
| | 59074 | 496463 | 7/8/16 | SC PDS Riverfront Property Flood Hazard | $309.00 |
| | 59074 | 30626 | 7/8/16 | Tractor Supply mower parts | $9.15 |
| | 59074 | 7656178 | 7/8/16 | Pape Material Handling materials | $124.08 |
| | 59074 | 8363 | 7/8/16 | Action Machine parts | $100.92 |
| | 59074 | 54827 | 7/8/16 | Brake & Clutch Supply parts | $87.86 |
| | 59074 | 18120215 | 7/8/16 | Tacoma Screw Products parts for EP5 | $31.62 |
| | 59074 | 20160623154214 | 7/8/16 | IMSA Dues Allen | $85.00 |
| | 59074 | 8694-6973 | 7/8/16 | PayPal CyberSecurity Academy | $1,495.00 |
| | 59074 | DACO-61915812 | 7/8/16 | 101Domain SNO.CITY domain registration | $271.62 |
| | 59074 | 616091 | 7/8/16 | Rite Aid Office Supplies | $5.44 |
| | 59074 | 050075 | 7/8/16 | Haggen PDS Interviews | $2.50 |
| | 59074 | 050421 | 7/8/16 | Haggen PDS Interviews | $39.85 |
| | 59074 | 47886 | 7/8/16 | Bakery PDS Interviews | $151.98 |
| | 59074 | 664121 | 7/8/16 | Starbucks PDS Interviews | $32.62 |
| | 59074 | 51141 | 7/8/16 | Collector's Choice MAG Luncheon | $14.54 |
| | 59074 | 187 | 7/8/16 | Comserv Copies Public Records Request | $95.46 |
| | 59074 | 7423380 | 7/8/16 | Economic Alliance State of the County Mt | $30.00 |
| | 59074 | 2129026 | 7/8/16 | Amazon equipment | $39.95 |
| | 59074 | 48518572 | 7/8/16 | Bartell supplies | $19.63 |
| | 59074 | 0906621 | 7/8/16 | Amazon uniform Leach | $54.52 |
| | 59074 | SP2381601 | 7/8/16 | NCH Software inventory software | $135.13 |
| | 59074 | 50478 | 7/8/16 | Safeway water | $43.92 |
| | 59074 | 06112016 | 7/8/16 | Four Points Hotel Traing Ray | $447.75 |
| | | | | Check Total | **$3,627.54** |
| **US Mower** | | | | | |
| | 59075 | 273477 | 7/8/16 | parts | $342.79 |
| | | | | Check Total | **$342.79** |
| **U.S. Postmaster** | | | | | |
| | 59076 | 061016-061616 | 7/8/16 | Council Postage | $2.79 |
| | 59076 | 061016-061616 | 7/8/16 | City Manager Postage | $0.47 |
| | 59076 | 061016-061616 | 7/8/16 | Clerk Postage | $111.22 |
| | 59076 | 061016-061616 | 7/8/16 | Finance Postage | $21.61 |
| | 59076 | 061016-061616 | 7/8/16 | Police Postage | $2.79 |
| | 59076 | 061016-061616 | 7/8/16 | Planning Postage | $52.55 |
| | 59076 | 061016-061616 | 7/8/16 | Inspection Postage | $1.86 |
| | 59076 | 061016-061616 | 7/8/16 | Engineering Postage | $185.05 |
| | 59076 | 061016-061616 | 7/8/16 | Public Works Postage | $24.18 |
| | 59076 | 061016-061616 | 7/8/16 | Water Postage | $0.47 |
| | 59076 | 061716-062316 | 7/8/16 | Council Postage | $3.77 |
| | 59076 | 061716-062316 | 7/8/16 | City Manager Postage | $0.47 |
| | 59076 | 061716-062316 | 7/8/16 | Clerk Postage | $19.07 |

## *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| *Name* | *Check #* | *Invoice #* | *Check Date* | *Description* | | *Amount* |
|---|---|---|---|---|---|---|
| | 59076 | 061716-062316 | 7/8/16 | Finance Postage | | $46.91 |
| | 59076 | 061716-062316 | 7/8/16 | Police Postage | | $3.22 |
| | 59076 | 061716-062316 | 7/8/16 | Planning Postage | | $5.07 |
| | 59076 | 061716-062316 | 7/8/16 | Water Postage | | $0.47 |
| | 59076 | 062416-063016 | 7/8/16 | Clerk Postage | | $1.35 |
| | 59076 | 062416-063016 | 7/8/16 | Finance Postage | | $11.63 |
| | 59076 | 062416-063016 | 7/8/16 | Police Postage | | $1.86 |
| | 59076 | 062416-063016 | 7/8/16 | Planning Postage | | $11.03 |
| | 59076 | 062416-063016 | 7/8/16 | Engineering Postage | | $69.58 |
| | 59076 | 062416-063016 | 7/8/16 | Public Works Postage | | $10.23 |
| | 59076 | 062416-063016 | 7/8/16 | Water Postage | | $138.09 |
| | 59076 | 062416-063016 | 7/8/16 | Sewer Postage | | $134.39 |
| | | | | | Check Total | **$860.133** |
| **Weed, Graafstra & Associates, Inc. P.S.** | | | | | | |
| | 59077 | 187 | 7/8/16 | Legal Fees | | $126.75 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $166.50 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $1,499.50 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $969.75 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $330.75 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $129.50 |
| | 59077 | 210 | 7/8/16 | Legal Fees | | $23,259.00 |
| | | | | | Check Total | **$26,481.75** |
| **Western Facilities Supply Inc** | | | | | | |
| | 59078 | P001109 | 7/8/16 | supplies | | $140.53 |
| | 59078 | 005292A | 7/8/16 | supplies | | $342.04 |
| | 59078 | 06222016 | 7/8/16 | supplies | | $62.06 |
| | 59078 | 007419 | 7/8/16 | Supplies | | $3,343.59 |
| | | | | | Check Total | **$3,888.22** |
| **Washington State Department of Revenue** | | | | | | |
| | 59079 | Q216 | 7/8/16 | Leasehold Tax Return Quarter 2 | | $500.76 |
| | 59079 | Q216 | 7/8/16 | Leasehold Tax Return Quarter 2 | | $816.62 |
| | | | | | Check Total | **$1,317.38** |
| **Washington State Department of Transportation** | | | | | | |
| | 59080 | RE41JA8678L011 | 7/8/16 | PS&E Final Review | | $1,611.52 |
| | | | | | Check Total | **$1,611.52** |
| | | | | | Batch Total | **$288,788.64** |
| | | | | | Total All Batches | **$311,724.65** |

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 that the claims below to be valid and correct.

_____
City Treasurer

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #59006 through #59080 in the total of $311,724.65 through July 8, 2016 are approved for payment on July 19, 2016.

_____ _____
Mayor Councilmember

_____ _____
Councilmember Councilmember

## CONSENT ITEM 9a

### *Schedule of Checks for the Checks Issued Since the July 5, 2016 Meeting*

| Name | Check # | Invoice # | Check Date | Description | Amount |
|---|---|---|---|---|---|

***CONSENT ITEM 9b***

**Date:** July 19, 2016

**To:** City Council

**From:** Max Selin, Sr. Utilities Engineer

**Subject:** **2016 Utility Improvement Project**

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The purpose of this agenda item is to authorize the award and execution of a construction contract between the City of Snohomish and Thomco Construction, Inc., in the total amount bid of $663,156.72 for the construction of the 2016 Utility Improvement Project. This project is funded through the Transportation Benefit District and the Utility Funds.

BACKGROUND

The City completed emergency repairs to the failed sewer main in the intersection of East 10th Street and Mill Avenue in 2014. These repairs were intended to be temporary with permanent repairs to be completed at a later date under a budgeted capital improvement project. Likewise, ongoing repairs to failed utility and roadway infrastructure on 7th Street between Pine and Mill Avenues were also intended to be temporary with permanent repairs scheduled to be completed as part of a budgeted capital improvement project. The 2016 Budget set aside funding for both of these projects through the Transportation Benefit District (TBD) and Utility Funds.

The project at the intersection of E. 10th Street and Mill Avenue consists of installation of a new sewer main, asphalt overlay and associated curb/gutter and sidewalk replacement. The project located at 7th Street between Pine Avenue and Mill Avenue consists of road reconstruction, asphalt surfacing, and installation of new sewer, storm drainage and water utility infrastructure including new water and sewer services to each customer's property line.

Project construction is expected to begin in early August and be completed by late September.

BID OPENING

Bids were solicited through the public bid process and a bid opening was conducted on Friday, July 8, 2016. Six (6) bids were received and after review of the certified bid tabulation, it was determined that Thomco Construction, Inc., of Lake Stevens is the successful low bidder.

PROJECT FUNDING

This capital improvement project is identified in the 2016 Budget as follows:

| **Fund** | **Budget** |
|---|---|
| Transportation Benefit District (TBD) Fund | $ 150,000 |
| Sewer Utility Fund | $ 375,000 |
| Water Utility Fund | $ 180,000 |
| Storm Utility Fund – *(Budget Amendment Required)* | $ 50,000 |

Staff proposes to submit a budget amendment in the amount of $50,000 to the Stormwater Utility Fund (404) for the additional funds to complete stormwater infrastructure improvements that were not part of the original project scope of work but are necessary for the project.

**COST SAVINGS NOTE:** City Engineering Staff completed the 2016 Utility Improvement Project design, planset drawings and specification writing in-house and will also perform contract administration, construction management, and project inspection for this project. Utilizing City Engineering Staff in lieu of outside consultants results in a significant cost savings to the Transportation Benefit District and Utility Funds thereby allowing more construction work to be completed.

**STRATEGIC PLAN REFERENCE:** Initiative #4: Increase multi-modal mobility within and connections to the community; Initiative #5: Become more environmentally sustainable.

**RECOMMENDATION: That the City Council AWARD bid and AUTHORIZE the execution of a construction contract with Thomco Construction Inc, for both Schedule No. 1 and Schedule No. 2 in a total amount not to exceed $730,000 which includes 10% contingency for the construction of the 2016 Utility Improvement Project.**

**ATTACHMENT:** Bid Tabulation Summary

City of Snohomish
2016 Utility Improvment Project
Bid Tabulation Summary 7/8/2016

* Corrected Total

| | Low Bidder | | | | | |
|---|---|---|---|---|---|---|
| | Thomco Construction Inc. | Carman's Construction, LLC | B&L Utility, Inc. | Welwest Construction, Inc. | Kamins Construction | SRV Construction, Inc. |
| | 1 | 2 * | 3 * | 4 | 5 | 6 |
| Schedule No. 1 | $ 137,430.17 | $ 240,615.40 | $ 170,607.97 | $ 186,513.20 | $ 133,269.35 | $ 204,805.18 |
| Schedule No. 2 | $ 525,726.55 | $ 537,861.40 | $ 664,537.32 | $ 652,618.00 | $ 707,709.90 | $ 785,945.78 |
| **Total Bid** | **$ 663,156.72** | **$ 778,476.80** | **$ 835,145.29** | **$ 839,131.20** | **$ 840,979.24** | **$ 990,750.96** |

***CONSENT ITEM 9c***

**Date:** July 19, 2016

**To:** City Council

**From:** Andrew Sics PE, Project Engineer

**Subject:** **30th Street Widening Project**

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City Council approval is requested to authorize the City Manager to sign and execute an agreement between the City and AECOM Technical Services, Inc. for construction management services for the 30th Street Widening Project. This project consists of widening 30th Street, constructing a new dedicated left turn lane on both the west and east sides of SR 9, sidewalk, ADA improvements, traffic signal improvements, channelization and storm drainage improvements.

The project is located at the 30th Street and SR 9 intersection at the north end of town, a major intersection which has regional impacts. The project limits includes three jurisdictions: Washington State Department of Transportation, Snohomish County and the City of Snohomish. The City has received a state grant from the Transportation Improvement Board for construction and construction management. As such, staff feels that assistance from a consultant with construction management experience is warranted and would help deliver a successful project of such significance for the City.

The 30th Street Widening Project is the second capital project identified in the Transportation Benefit District (TBD) program. The other project was the 15th Street and Avenue D Roundabout Project, which was completed in 2015. After the 30th Street Widening Project is completed, the remaining TBD funds will be dedicated to pavement preservation projects.

AECOM Technical Services, Inc. is the firm which was selected from the original design Request for Qualifications (RFQ) advertisement in 2014. This RFQ detailed construction management as part of the scope and so no further selection process is necessary. Staff is recommending AECOM Technical Services, Inc. to continue their work on this highly significant City project by aiding in the Construction Management. AECOM Technical Services, Inc. is a very large firm with a construction management division and a lot of experience managing transportation projects. It is recommended that they be engaged to perform this work.

The 30th Street Widening project is listed in the 2016 Budget as a potential CIP project pending grant. Project funding is identified as $300,000 from the TBD fund and an anticipated $600,000 TIB grant for the remainder of the project budget. The TIB grant was not awarded until after the budget process and so the project will require a budget amendment which will be prepared and provided to the City Council later in 2016. A summary of the project funding sources, expenditures and amounts are as follows:

| **Construction Funding Sources** | |
|---|---|
| **Fund Source** | **Amount** |
| Transportation Improvement Board (80.3%) | $732,468.00 |
| Transportation Benefit District (19.7%) | $179,338.48 |
| Total Construction Funds | $911,806.48 |

| **Construction Expenditures** | |
|---|---|
| **Expenditure** | **Amount** |
| Construction (Taylor's Excavators, Inc.) Cost with 10% Contingency | $764,203.66 |
| Construction Management (AECOM) Cost with 5% Contingency | $137,602.82 |
| City Engineering Staff | $10,000.00 |
| Total Construction Funds | $911,806.48 |

Note: Actual contract amounts without contingency are as follows:
- Taylor's Excavators, Inc. - $694,730.60
- AECOM Technical Services, Inc. - $131,050.30

Staff will work closely with AECOM Technical Services, Inc. to assure that the 30th Street Widening Project is a success.

**STRATEGIC PLAN REFERENCE:** Initiative No. 4: Increase multi-modal mobility within and connections to the community.

**RECOMMENDATION: That the City Council AUTHORIZE the City Manager to sign and execute a Professional Services Agreement with AECOM Technical Services, Inc. not to exceed $137,602.82 including a 5% contingency for the 30th Street Widening Project.**

**ATTACHMENT:** Professional Services Agreement with AECOM

# CITY OF SNOHOMISH

***Founded 1859, Incorporated 1890***

**116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375**


## PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** ("Agreement') is made and entered into by and between the City of Snohomish, a Washington State municipal corporation ("City"), and AECOM Technical Services, Inc., a California Corporation ("Consultant").

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

### ARTICLE I. PURPOSE

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

### ARTICLE II. SCOPE OF SERVICES

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

### ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be

considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on July 20, 2016 and shall terminate at midnight, December 31, 2016. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

c. Consultant represents, unless otherwise indicated below, that all

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

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

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

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

III.6 **INDEMNITY**.

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

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

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

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

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

(1) Comprehensive General Liability. $1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; $2,000,000 general aggregate.

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

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

(4) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

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

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

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

g. **Insurance shall be Primary**. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation**. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

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

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

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

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

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

III.11 **INDEPENDENT CONTRACTOR.**

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

services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

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

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

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

_____

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

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

## ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as detailed in the **Exhibit B** fees and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **$131,050.30** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

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

## ARTICLE V. GENERAL

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

**CITY OF SNOHOMISH**
**ATTN: ANDREW SICS, PE**
**116 UNION AVENUE**
**SNOHOMISH, WA 98290**

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

**BRYAN HUSCHKA, PE**
**AECOM**
**1501 4TH AVENUE, SUITE #1400**
**SEATTLE, WA. 98101**

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

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

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

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

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

V.5 **SEVERABILITY**

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed

inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

DATED this _____ day of _____, 2016.

CITY OF SNOHOMISH

By_____
Larry Bauman, City Manager

Approved as to form:

Grant K. Weed, City Attorney

AECOM TECHNICAL SERVICES, INC.

By_____
MIKE HORTON
TRANSPORTATION MANAGER

Attest:

_____
Pat Adams, City Clerk

# Exhibit A
# SCOPE OF SERVICES
# Construction Management and Contract Administration Services for the 30th Street Widening Project

## City of Snohomish

AECOM Technical Services, Inc. ("Consultant") proposes to provide to the City of Snohomish, Washington ("Client") construction management services for the 30th Street Widening Project (hereinafter called "Project"). These services will include inspection, construction management, and contract administration assistance during the construction of the project as detailed in the following:

## I. INTRODUCTION

The following scope of services is based upon the assumptions outlined herein. Associated costs are detailed in EXHIBIT B.

**Assumptions**:

- The proposed project team will include a part-time resident engineer and office engineer; and a full-time construction inspector. Allowances for materials testing services are included in this scope.
- A standard working week for full time project staff is 40 hrs. Should the Client direct fewer hours, the Consultant will not guarantee to perform all of the scope items included in the corresponding subtask during the time spent off the project.
- The level of effort required will not exceed the approved budget without prior approval by City. The approved budget is based upon **12 Week duration.** Should further services be required, or should service be requested for longer than this time period, and costs exceed the approved budget, the City will negotiate a supplement to this Agreement.
- Consultant has the authority to shift budget between work tasks provided the overall project budget remains unchanged.
- Services will be performed in accordance with the Local Agency Guidelines (LAG) and the WSDOT Construction Manual. The labor hours proposed by the Consultant are an estimate only and are subject to change based on the actual construction schedule and working hours of the Contractor.
- Vehicle charges will be based on either on a per mile basis at the current USGAO rates or invoiced as direct expense for vehicle rental and fuel costs.
- **Design Support during Construction:** It is understood and agreed that the Consultant prepared the Contract Documents for the project under a separate agreement with the City. The Consultant will provide the support of the Engineer-of-Record during the course of the construction project as part of this new construction services agreement with the estimated hours indicated in Exhibit B.

## I. DETAILED SCOPE OF WORK

### Subtask 1 – Administration/Quality Control

Consistent with the hours shown in EXHIBIT B, the Consultant shall provide overall project management and contract administration associated with the service agreement between the Consultant and the Client. This effort will include the following elements:

1.1 Prepare of Consultant invoicing and progress reporting to the Client.

1.2 Perform internal administration of the Consultant's Task Order.

1.3 Prepare any supplements to the Consultant's Task Order.

1.4 Attend pre-construction conference.

1.5 Make periodic field visits and conduct project reviews for the quality of services provided by AECOM and consistency with AECOM's project quality plan.

1.6 Design Engineer of Record

**Subtask 1A – Engineer of Record Support**

Consistent with the hours shown in EXHIBIT B, the Consultant shall provide design support services to the CM team and Client. This effort includes making and reviewing changes to the design, RFI review and comment, design changes to plan sheets, and substitute material reviews.

**Subtask 2 – Document Control**

Consistent with the hours shown in EXHIBIT B, the Consultant shall provide document control services including the following elements:

2.1 Process; track and archive construction records including: Inspectors Daily Reports (IDR's); Requests for Information (RFI's); Submittals; Requests for Approval of Materials (RAM's); Statements of Working Days. Consultant shall maintain submittal and RFI logs to track when documents are received and returned to the contractor.

2.2 Compile and review inspector pay quantity and force account records, and prepare monthly contractor progress estimates.

2.3 Review and archive project record documentation associated with prevailing wage reporting, including Requests to Sublet, Intents to Pay Prevailing Wage, and Affidavits of Wages Paid Review and archive Certificates of Materials Origin tracking and reconcile against the Projects Record of Materials.

2.4 Attend and provide minutes for the preconstruction conference and up to 12 weekly contractor construction progress meetings.

2.5 Maintain a material testing log that tracks the test date, type of material test, test result, specification requirement and action taken if a failed result is received from the material testing consultant.

2.6 Maintain a list of approved change orders and potential change orders. Potential change orders will include an estimated cost of the extra work related to that item(s), until an approved change order is negotiated and executed.

**Subtask 3 – Field Inspection**

The Consultant shall provide construction inspection services for up to **12 Consecutive Weeks**, consistent with the hours shown in EXHIBIT B. This effort will include the following elements:

3.1 Prepare daily construction reports recording the contractor's operations performed for each day the Consultant is on site; measure the quantities of materials installed, log equipment and staff present, weather conditions, and any observed problems or construction issues.

3.2 Prepare Daily Payment Notes, Statements of Working Days, and Force Account Records (if necessary).

3.3 Respond to contractor questions which may arise as to the quality and acceptability of furnished materials or work performed.

3.4 Respond to general questions raised by adjacent property owners, businesses, or general public. Complaints or detailed questions shall be referred to the Client.

3.5 Prepare field records and documents in accordance with Projects Record of Materials.

3.6 Coordinate with Resident Engineer and Client for changes and updates to the ROM.

3.7 For each day the Consultant is on site, provide photographs of work activities during the course of construction. Photographs will be in digital format and cataloged by date.

3.8 Facilitate coordination with property owners, businesses, and other project stakeholders.

3.9 Facilitate the Contractor's coordination of existing utilities within the project boundaries.

3.10 Review the Record of Materials (ROM) against the material testing results provided by the Project's material testing consultant, and advise the Contractor accordingly.

3.11 Monitor the Contractor's compliance with water quality permits and the requirements of the TESC and SPCC Plans.

3.12 Attend weekly construction meetings up to 12 weekly meetings.

3.13 Review monthly pay estimates with the Contractor and provide recommendations to the Resident Engineer and Client.

3.14 Complete record drawings and forward to the Client upon project completion.

3.15 Participate in the Project's final inspection and assist in developing a list of any remaining deficiencies.

3.16 Attend pre-construction conference.

3.17 For the days present on site, the construction inspector shall observe day-to-day construction activities. By providing inspection oversight, the Consultant shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and Client any known public safety concerns immediately. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the Client a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Construction Contractor.

3.18 The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, measurements, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the Construction Contractor and any subcontractors.

**Subtask 4 – Construction Management**

Provide construction management services, consistent with the hours shown in EXHIBIT B. This effort will include the following elements:

4.1 Supervise the Consultant's field personnel assigned to the project.

4.2 Liaison between the Contractor's management and the Client's management personnel, acting as the direct point of contract for both parties.

4.3 Organize and chair the Pre-construction conference

4.4 Review and approve daily construction reports prepared by the construction inspector.

4.5 Respond to contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.

4.6 Respond to Contractor RFI's, and defer to the Engineer of Record for a response when appropriate.

4.7 Review Contractor submittals, and defer to the Engineer of Record for a review when appropriate.

4.8 Coordinate off-site fabrication inspection by others.

4.9 Prepare and maintain the Record of Materials (ROM). Review ROM and material testing results and advise the Contractor accordingly.

4.10 Review the Contractor's baseline project schedule, and then monitor that schedule throughout the course of the project for compliance with the provisions of the Contract. Monitoring shall include review of periodic schedule updates submitted by the Contractor.

4.11 Facilitate coordination between the Contractor, Client and project stakeholders regarding status and issues of construction activities.

4.12 Facilitate utility coordination for existing and new utility improvements.

4.13 Chair up to 12 weekly construction meetings.

4.14 Prepare official correspondence to the Contractor and issue upon the Client's approval.

4.15 Issue field directives and stop work notices to the Contractor when necessary, with the Client's approval.

4.16 Change Order Resolution - Prepare change order packages for execution by the client. This includes independent engineer's estimates (IEE), change order forms; and, force account records.

4.17 Issue Correction Notices when appropriate.

4.18 Review monthly pay estimates with the Contractor and provide recommendation to the Client for release of payment.

4.19 Coordinate close-out activities including record drawings, final payment, and completion notices. Consultant shall provide the Client, at contract close-out, construction records to the all applicable funding agencies. This work will be performed to the extent allowable within the budgeted labor hours shown in EXHIBIT B. The client will perform any remaining work for closeout, if required, unless additional budget is approved in a Supplement.

4.20 The Consultant shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and Client any observed public safety concerns immediately. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the Client a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor.

4.21 The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, measurements, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor and any subcontractors.

### Subtask 5 – Public Outreach / Client Meetings

The Consultant's construction inspector shall provide limited assistance with project outreach consistent with the following:

The Consultant may, under direction of the Client, assist with communication of upcoming construction activities, road closures, temporary traffic controls, and other pertinent information. The Consultant may also assist the Client in responding to questions and issues raised by private citizens and local businesses relative to the Project. This is assumed to be a minimal time commitment and is not included if the level of effort is substantial enough that it impacts the ability of assigned staff to complete the normally assigned construction management and inspection responsibilities.

### Subtask 6 – Materials Testing

The Consultant will retain a materials testing service provider to perform soil, asphalt, and concrete testing which includes: gradations, in-place density, Proctor compaction tests, concrete air entrainment, concrete test cylinders, and asphalt composition. These services are budgeted as an allowance and the actual costs of the testing effort may vary. The Consultant shall advise the Client regarding the status of the materials testing budget to allow funds to be added or removed as necessary.

### Subtask 7 – Survey Verification

It is assumed that the project will be Contractor Survey and independent survey checking by a licensed surveyor is not required and will not be provided by AECOM.

**Subtask 8 – Claims/Disputes Support**

No services are provided under this section.

## III. Consultant Deliverables; including but not limited to:

i. (60) Inspector Daily Reports
ii. Construction Photographs – electronic only
iii. (12) Weekly Meeting Minutes and Agendas
iv. Submittal, RFI, and Material Testing Logs
v. Change Order Log
vi. Declaration of Substantial Completion
vii. Monthly Contractor Pay Requests with field note record and quantity documentation
viii. Punch-lists and tracking documentation
ix. All Project Records received from the Contractor described under Subtask 2
x. Other records generated as a result of this Contract, when demanded by the Client, or as deemed necessary by a public record request.

## IV. Responsibilities of the Client

i. Provide CM oversight and approval authority for all construction activities.
ii. Process all contract documents through the City's approval process (e.g. CM services invoices, construction contract, monthly pay estimates, change order execution, cost reduction proposals, time extensions, etc.).
iii. Provide preferred forms and formats, and filing structure to the Consultant.
iv. Oversee the Consultant on conducting schedule evaluation, monitoring, and evaluate Time Impact Analysis for changes.
v. Provide and assist the Consultant in utility coordination with third-party utilities under project specific or franchise agreements.
vi. Review the Pre-Construction Conference agenda and all hand-out materials, before the Consultant conducts the Pre-Construction Conference.
vii. Coordinate, schedule, and lead any public meetings required before, during and after construction.
viii. Provide operations & maintenance interface with other City Staff for ongoing project issues.
ix. Provide city preferred CM tools for Team use including: Project ROM, IDR, Project File Index, Change Order, Force Account tracking and Pay Estimate forms.
x. Final Payment contractor payment discrepancy adjustments
xi. Process the Final Payment with contractor
xii. WSDOT closeout coordination and acceptance.
xiii. Final as-built review and clarifications
xiv. Negotiate, prepare, and process final change order, if needed, after completion of construction work.

# Exhibit B

**City of Snohomish**
**BUDGET FOR SERVICES**

AECOM

**AECOM Labor - Home Office**

| Task 1 - Admin/QC | Classification | | Hours | | Rate | Cost |
|---|---|---|---|---|---|---|
| Tyron Bardwell | PM | | 44 | $ | 77.15 | $3,394.60 |
| | | | 44 | | | $4,918.60 |
| Overhead (OH Cost -- Including Salary Additives): | | | | | | |
| | OH Rate x DSC of | 139.14% | x | $4,918.60 | | $6,843.74 |
| Fee | | | | | | |
| | Fee Rate x DSC of | | x | $4,918.60 | | $1,475.58 |
| | | | | | ***Task Total =*** | ***$13,237.92*** |

| Task 1A - EOR Support | Classification | | Hours | | Rate | Cost |
|---|---|---|---|---|---|---|
| Bryan Huschka | Design Support | | 24 | $ | 63.50 | $1,524.00 |
| | | | 24 | | | $1,524.00 |
| Overhead (OH Cost -- Including Salary Additives): | | | | | | |
| | OH Rate x DSC of | 139.14% | x | $1,524.00 | | $2,120.49 |
| Fee | | | | | | |
| | Fee Rate x DSC of | 30.00% | x | $1,524.00 | | $457.20 |
| | | | | | ***Task Total =*** | ***$4,101.69*** |

**Labor Subtotal - Home Office** **$13,237.92**

**AECOM Labor - Field Office**

| Task 2 - Document Control | Classification | | Hours | | Rate | Cost |
|---|---|---|---|---|---|---|
| Jamie Shinsato | Doc Control/Inspection | | 276.00 | $ | 31.18 | $8,605.68 |
| | | | 276.00 | | | $8,605.68 |
| Overhead (OH Cost -- Including Salary Additives): | | | | | | |
| | OH Rate x DSC of | 114.70% | x | $8,605.68 | | $9,870.71 |
| Fee: | | | | | | |
| | Fee Rate x DSC of | 30.00% | x | $8,605.68 | | $2,581.70 |
| | | | | | ***Task Total =*** | ***$21,058.09*** |

| Task 3 - Field Inspection | Classification | | Hours | | Rate | Cost |
|---|---|---|---|---|---|---|
| Susan Boyd | Inspector | | 516.00 | $ | 42.68 | $22,022.88 |
| | | | 516.00 | | | $22,022.88 |
| Overhead (OH Cost -- Including Salary Additives): | | | | | | |
| | OH Rate x DSC of | 114.70% | x | $22,022.88 | | $25,260.24 |
| Fee: | | | | | | |
| | Fee Rate x DSC of | 30.00% | x | $22,022.88 | | $6,606.86 |
| | | | | | ***Task Total =*** | ***$53,889.98*** |

| Task 4 - Construction Management | Classification | | Hours | | Rate | Cost |
|---|---|---|---|---|---|---|
| Todd Chase | Resident Engineer | | 208.00 | $ | 63.76 | $13,262.08 |
| | | | 208.00 | | | $13,262.08 |
| Overhead (OH Cost -- Including Salary Additives): | | | | | | |
| | OH Rate x DSC of | 114.70% | x | $13,262.08 | | $15,211.61 |
| Fee: | | | | | | |
| | Fee Rate x DSC of | 30.00% | x | $13,262.08 | | $3,978.62 |
| | | | | | ***Task Total =*** | ***$32,452.31*** |

**Labor Subtotal - Field Office** **$107,400.38**

**Labor Subtotal** **$120,638.30**

**City of Snohomish**
**BUDGET FOR SERVICES**

AECOM

| | | |
|---|---|---|
| **Other Direct Charges** | | **Cost** |
| Vehicles | $ | 4,347.00 |
| Misc Allowable Expenses | $ | 300.00 |
| | | **$4,647.00** |
| **Task 6 - Materials Testing** | | **Cost** |
| Materials Testing Allowance | $ | 5,765.00 |
| | | **$5,765.00** |
| **Total** | | **$131,050.30** |

***CONSENT ITEM 9d***

**Date:** July 19, 2016

**To:** City Council

**From:** Max Selin, Senior Utilities Engineer

**Subject:** **Wastewater Treatment Plant (WWTP) Biosolids Removal and Reuse Project – Project Closeout**

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The purpose of this agenda item is to authorize project closeout of the Wastewater Treatment Plant (WWTP) Biosolids Removal and Reuse Project.

BACKGROUND

During the previous five years, the City of Snohomish made several capital and operational improvements to the existing Wastewater Treatment Plant (WWTP) resulting in substantial reductions in past permit exceedances. To that end, the City worked with the Washington State Department of Ecology (WDOE) to amend the previous wastewater Agreed Order, and on February 10, 2014, executed an Amended Agreed Order with WDOE. Subsequently, the City completed all improvements in the respective Agreed Orders and on March 10, 2015, WDOE issued a Notice of Compliance letter for both the Agreed Order and Amended Agreed Order.

The Amended Agreed Order outlined 11 milestones that the City was to complete in 2014. Milestone 8 of the Amended Agreed Order required that the City submit the Draft Snohomish Biosolids Management Plan (Plan) by August 29, 2014, to the WDOE describing and quantifying the existing biosolids in the wastewater treatment plant (WWTP) lagoons and identifying three biosolids removal alternatives.

The City submitted the Plan and received review comments from WDOE to incorporate into the final Plan in addition to moving forward with the biosolids removal at the WWTP.

SCOPE OF WORK

The WWTP was constructed in 1994 and since that time, biosolids had been accumulating in each of the lagoon cells. The word *biosolids* is a term used to describe municipal treatment plant solids which are tested and determined to be safe for land application. The frequency to which biosolids are removed from the bottom of the lagoons at a WWTP can range from 1 to 20 years per occurrence based on the loading rate. The biosolids volume in the lagoons at the City's WWTP had reached the acceptable loading limit and needed to be removed.

Three different biosolids removal alternatives were identified and evaluated based on the results of the Plan. They were: (1) landfill disposal, (2) land application on City or private property, and (3) contract hauling and land application at a beneficial use facility (BUF). The contract hauling and land application of the dewatered biosolids to a BUF was determined to be the most cost-effective of the three alternatives and was the alternative used for this project. The biosolids from the WWTP were hauled and land applied at Cascade Materials & Aggregate, LLC, located in the Snohomish valley.

The table below represents the total biosolids removed from each respective lagoon at the WWTP.

| Lagoon No. | Dry Tons Removed |
|---|---|
| 1 | 41.73 |
| 2 | 502.65 |
| 3 | 71.11 |
| 4 | 60.87 |
| **Total Removed** | **696.36** |

It was discovered that Lagoon No. 2 was concentrated with the most biosolids with 502.65 dry tons removed. Removal of the biosolids in Lagoon No. 2 resulted in a net increased volume available for wastewater treatment and storage in Lagoon No. 2 of approximately 2 million gallons.

BID OPENING

Bids for this project were solicited through public bidding process and a bid opening was conducted on Friday, February 20, 2015. Jansen, Inc., of Ferndale, WA was the successful low bidder in the total amount of $793,680.77.

2015 BUDGET, RATE IMPACTAND SCHEDULE

This project was funded from the $1,000,000 in the 2015 Wastewater Capital Budget; the majority of which was assigned to complete the biosolids removal. On January 7, 2014, the City Council conducted a workshop with FCS Group on the Utility Rate Study Update. Following that workshop, on March 4, 2014, the City Council adopted a zero percent (0%) rate increase in wastewater rates for the years 2014, 2015 and 2016. The rate study assigned $1.2 million toward removal of the biosolids.

The amount of "dry tons" in the bid specifications was only an estimate, and at the time of contract award, staff recommended a 20% contingency for a total contract amount not to exceed $950,000. The total dry tons removed for the project came in under the bid specifications estimate resulting in a total project construction cost including 8.8% WSST of $764,746.68.

After project completion, it came to the attention of City Staff that per WAC 458-20-251 the dredging, dewatering, transportation and land application of the biosolids as part of the City's wastewater treatment process are not subject to retail sales tax. Rather, the contractors performing these services owe business and occupation (B&O) tax for all amounts received for these services. Therefore, City staff requested and received reimbursement for the retail sales tax paid from the Washington State Department of Revenue totaling $61,274.99 for this project.

**CONSTRUCTION COSTS**

| **Project Construction Costs** | |
|---|---|
| Council Approved Construction Contract | $ 950,000.00 |
| Total Construction Cost Paid including 8.8% WSST | $ 764,746.68 |
| 8.8% WSST Reimbursement | ($ 61,274.99) |
| Final Total Construction Cost Paid | $ 703,471.69 |
| Approved Construction Contract Budget Remaining | $ 246,528.31 |

**COST SAVINGS NOTE:** City Engineering staff performed contract administration, construction management, and project inspection for this project. Utilizing City Engineering staff in lieu of outside consultants resulted in a significant cost savings to the City.

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

**RECOMMENDATION: That the City Council ACCEPT the contract for the Wastewater Treatment Plant (WWTP) Biosolids Removal and Reuse Project – Project Closeout with a total construction cost of $703,471.69.**

**ATTACHMENT:** None