NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

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

AGENDA ON NEXT PAGE

Remote On-Line/Phone Access ONLY Via “Zoom”:

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

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

Meeting ID: 870 4568 1798

To PHONE-IN without a computer, or if your computer does not have an audio feature, dial:
+1 253 215 8782 or
+1 669 900 6833 or
+1 346 248 7799 or
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YOU WILL BE PROMPTED TO ENTER THE MEETING ID# --
Meeting ID: 870 4568 1798

THEN, YOU WILL BE PROMPTED TO ENTER A PARTICIPANT NUMBER --
ENTER THE # SYMBOL
NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

Remote On-Line/Phone Access ONLY Via “Zoom”

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

AGENDA

Estimated time

6:00  1. CALL TO ORDER:
   a. Roll Call
   b. Pledge of Allegiance

2. INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK

3. APPROVE AGENDA contents and order

4. APPROVE MINUTES of the following meetings:
   a. June 16, 2020 Regular Meeting (P.5)
   b. June 23, 2020 Special Meeting - Community Town Hall (P.11)

6:15  5. PRESENTATION: Introduce New Employee

6:20  6. CITIZEN COMMENTS - Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.

6:30  7. PUBLIC HEARING: Flood Hazard Area Interim Zoning Regulations - Ordinance 2390 (P.13)
   a. Staff presentation
   b. Council’s questions of staff
   c. Citizens’ comments
   d. Close citizens’ comments
   e. Council deliberation and action - Ordinance 2390

** Continued Next Page **
6:45  8. DISCUSSION ITEM: City’s Current Economic Approach (P.35)

7:25  9. CONSENT ITEMS:

a. ACCEPT Bid Award and AUTHORIZE Mayor to Sign a Contract with Kamins Construction for the Park Avenue Utility Improvement Project (P.47)

b. AUTHORIZE Mayor to Sign Wholesale Water Agreement with Snohomish County PUD (P.51)

c. AUTHORIZE payment of claim warrants #73014 through #73114 in the amount of $1,075,978.71, and payroll warrants #70119 through #73123 in the amount of $525,189.48, issued since the last regular meeting. (P.67)

7:30 10. OTHER BUSINESS/INFORMATION ITEMS

7:35 11. COUNCILMEMBER COMMENTS/LIAISON REPORTS

7:40 12. COUNCIL PRESIDENT’S ITEMS/REPORTS

7:45 13. CITY ADMINISTRATOR’S COMMENTS

7:50 14. MAYOR’S COMMENTS

7:55 15. ADJOURN

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

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

This organization is an Equal Opportunity Provider.
Snohomish City Council Meeting Minutes
June 16, 2020

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

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

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

3. APPROVE AGENDA contents and order

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

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

4. APPROVE MINUTES of the following meetings:

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

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

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

12. COUNCIL PRESIDENT’S COMMENTS (Moved to this point in the agenda): Council President Sanders provided a statement regarding updates from the June 4th “Statement Against Racism” and related follow-up actions. Actions include scheduling a Town Hall
meeting, as well as a moderated meeting with leaders from various community groups to share experiences, concerns and ideas on ways the community can move forward. The diverse group included differing political views, various religious leaders, youth involvement, business owners, and representatives from the Snohomish School District, Snohomish for Equity, Snohomish Sheriff’s Office, and City Council. Some results of the open dialogue included suggestions for:

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

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

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

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

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

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

Citizen Comments: Closed

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

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

Mayor Kartak opened the floor for Councilmember Comments.

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

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

Councilmember Merrill thanked everyone for speaking and sharing their experiences, especially the youth, who have made it clear that racism exists in the community. He commented the Council cannot do it all, and is encouraged by the willingness of several community groups to engage in finding common ground to educate people and resolve issues. He felt Snohomish was targeted by white supremacists and would like to see efforts to identify what happened, and how to prevent it from happening again.
Councilmember Redmon shared her personal experiences regarding the events which occurred in Snohomish the weekend of May 30-31, and touched on her and her family's experiences with racism. She has heard the community state they are scared, and heard students say prejudice is present in their schools. Fixing these issues will be uncomfortable, but should be used as motivation to do the hard work. She thanked the speakers for their comments.

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

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

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

5. **PRESENTATION**: Introduce Interim Police Chief Robert Palmer

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

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

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

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

7. **ACTION ITEMS**:

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

Citizen Comments: None

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

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

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

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

b. Lodging Tax Advisory Committee (LTAC) Recommendation

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

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

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

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

Mayor Kartak thanked Ms. Poischbeg for her efforts in light of constant changes due to
the COVID-19 crisis.

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

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

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

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

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

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

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

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

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

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

10. **OTHER BUSINESS/INFORMATION ITEMS:** None

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

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

13. **CITY ADMINISTRATOR’S COMMENTS:** None.

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

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

City Council Meeting
July 7, 2020
15. **RECESS** to **EXECUTIVE SESSION** at 11:15 p.m. to discuss performance of a public employee, pursuant to RCW 42.30.110(1)(g), for fifteen (15) minutes, with no action to follow.

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

APPROVED this 7th day of July, 2020.

CITY OF SNOHOMISH

ATTEST:

_______________________________ ______________________________
John T. Kartak, Mayor Pat Adams, City Clerk
City Council Special Meeting Minutes  
Community Town Hall  
June 23, 2020

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

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

Over 100 attendees were present during the webinar.

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

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

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

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

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

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

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

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

COUNCILMEMBERS PRESENT: Larry Countryman, Steve Dana, Judith Kuleta, Tom Merrill, Donna Ray, Linda Redmon, Jason Sanders

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

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.
Miriam Miralles Mickelson, Executive Director, Teaching and Learning Services, Snohomish School District
Justin Fox-Bailey, Snohomish Education Association

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

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

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

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

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


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

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

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

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

The meeting adjourned at 9:17 p.m.

APPROVED this 7th day of July, 2020.

CITY OF SNOHOMISH

ATTEST:

John T. Kartak, Mayor

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

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

Although the City Council will likely be considering an ordinance to implement permanent floodplain regulations at their next meeting, this public hearing is still necessary to meet the requirements of RCW 35A63.220 and RCW 36.70A.220. The purpose of the public hearing is solely to provide testimony regarding the interim regulations. It is not the time for the City Council to receive testimony about the permanent floodplain regulations that will be presented soon.

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

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

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

ANALYSIS: To comply with RCW 35A63.220 and RCW 36.70A.220, the City Council must hold a public hearing to take public testimony on the ordinance that established the interim
regulations. The hearing must take place within 60 days of the approval of the interim regulations. Since the interim regulations were approved on May 19, the City Council has until July 18 to hold a public hearing to meet the 60-day requirement.

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

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

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

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

BUDGETARY IMPACTS: None.

CITY COUNCIL GOALS: Not applicable.

STRATEGIC PLAN REFERENCE: Not applicable.

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

ATTACHMENT: Ordinance 2390

REFERENCE: RCW 35A.63.220
PUBLIC HEARING 7.

ATTACHMENT

CITY OF SNOHOMISH
Snohomish, Washington

ORDINANCE 2390

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

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

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

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

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

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

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

WHEREAS, the City Council is directing the Planning Commission to review new flood hazard regulations with the work plan/schedule attached hereto as Exhibit A, which exhibit is incorporated herein by this reference, and provide a recommendation to the City Council for the adoption of permanent amendments to the City flood hazard regulations in Snohomish Municipal Code (SMC) Chapter 14.270; and
WHEREAS, the City finds that health, safety and welfare is addressed in the proposed interim zoning code changes for flood damage prevention;

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

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

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

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

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

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

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

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.
Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF SNOHOMISH
By John T. Kartak
John T. Kartak, Mayor

ATTEST:
By Pat Adams, City Clerk

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

Date of Publication: May 23, 2020
Effective Date: May 28, 2020
# EXHIBIT A

## City of Snohomish Floodplain Ordinance Work Plan 2020

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<th>Activity</th>
<th>March</th>
<th>April</th>
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B=Briefing
PH=Public Hearing
EXHIBIT B

Chapter 14.270
FLOOD HAZARD AREAS

Sections:
14.270.010  Authority
14.270.020  Findings of Fact
14.270.030  Purpose and Methods
14.270.040  Definitions (44 CFR 59.1).
14.270.050  General Provisions (44 CFR 59.22 (a))
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14.270.010  Authority.
The Constitution and Legislature of the State of Washington have delegated the responsibility to
city governments to adopt regulations designed to promote the public health, safety, and
general welfare of their citizenry. Therefore, the City of Snohomish, Washington does ordain as
follows:

14.270.020  Findings of Fact.
A. The flood hazard areas of the City of Snohomish are subject to periodic inundation, which
   may result in loss of life and property, health, and safety hazards, disruption of commerce
   and governmental services, extraordinary public expenditures for flood protection and relief,
   and impairment of the tax base, all of which adversely affect the public health, safety, and
   general welfare.

B. These flood losses are caused by the cumulative effect of obstructions in areas of special
   flood hazards which increase flood heights and velocities, and when inadequately anchored,
   damage uses in other areas. Uses that are inadequately flood proofed, elevated, or
   otherwise protected from flood damage also contribute to the flood loss.

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

B. Methods of Reducing Flood Losses. In order to accomplish its purposes and to be consistent with the criteria set forth in Section 60 of the National Flood Insurance Program Regulations (NFIPR), this chapter includes methods and provisions for:
1. Restricting or prohibiting uses developed which are is dangerous to health, safety, and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses development vulnerable to floods, including facilities which serve such uses be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural flood plains, stream channels, and protective barriers that help accommodate or channel floodwaters;
4. Controlling filling, grading, dredging, and other development that may increase flood damage; and
5. Preventing or regulating the construction of flood barriers that unnaturally divert floodwaters or may increase flood hazards in other areas.

14.270.040 Definitions (44 CFR 59.1).
Unless specifically defined below, terms or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Flood Insurance Rate Map (FIRM): means the official map on which the Federal Insurance Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
Flood Insurance Study (FIS): means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as the Flood Elevation Study, the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Maps, and the water surface elevation of the base flood.

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

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

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

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

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

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

Historic Structure: means any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   1. By an approved state program as determined by the Secretary of the Interior; or
   2. Directly by the Secretary of the Interior in states without approved programs.

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

Manufactured Home: means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation.
when attached to the required utilities. The term “manufactured home” does not include a "recreational vehicle."

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

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

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

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

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

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

**Structure**: means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
SUBSTANTIAL DAMAGE: means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure;

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of the definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

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

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

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

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

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

14.270.050 GENERAL PROVISIONS (44 CFR 59.22 (a)).

A. Lands to which this chapter applies:

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

B. Basis for Establishing the Areas of Flood Hazard. The areas of flood hazard and special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study for Snohomish County, Washington and Incorporated Areas" dated September 16, 2005, June 19, 2020, and any revisions thereto, with an accompanying Flood Insurance Rated Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The
flood Insurance Study and the FIRM are on file at City Hall, 116 Union Street, Snohomish, WA 98290.

C. **Penalties for Noncompliance.** No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. **Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall be subject to Title 14 Snohomish Municipal Code enforcement actions, including applicable penalties, as described in Chapter 14.85 SMC, "Enforcement". Nothing herein contained shall prevent the City of Snohomish from taking such other lawful action as is necessary to prevent or remedy any violation.

D. **Abrogation and Greater Restrictions.** This ordinance is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

ED. **Interpretation.** In the interpretation and application of this chapter, all provisions shall be:
1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under State statutes.

EF. **Warning and Disclaimer of Liability.** The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. However, larger floods can and will occur on rare occasions, and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City of Snohomish, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

G. **Severability.** This ordinance and the various parts thereof are hereby declared to be severable. Should any Section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the Section so declared to be unconstitutional or invalid.

14.270.060 **Administration.**

A. **Development Permit Required (44 CFR 60.3 (b) (1)).** A development permit is required before construction or development begins within any area of special flood hazard. The permit shall be for all structures including manufactured homes, as set forth in the “Definitions,” and for all development including fill and other activities, also as set forth in the “Definitions.”

B. **Application for Development Permit.** Application for a development permit shall be made on forms furnished by the City of Snohomish and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
1. **Proposed Elevation** in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official;

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2. Proposed elevation in relation to mean sea level to which any non-residential structure has been will be flood proofed;

3. Certification by a registered professional engineer or architect that the flood proofing methods for any non-residential structure will meet the FEMA flood proofing criteria in Section 14.270.080(B); and

4. Description of the extent to which a watercourse will be altered or relocated in the proposed development.

5. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and

6. Any other information that may be reasonably required by the Floodplain Administrator in order to review the application.

C. Designation of the Local Floodplain Administrator (44 CFR 59.22(b)(1)). The City Planner is the designated local floodplain administrator to administer and implement enforce this chapter by granting or denying development permit applications in accordance with its provisions.

D. Permit Review.

1. The City Planner shall review all development permits to determine that the permit requirements of this chapter have been satisfied.

2. The City Planner shall review all development permits to determine that all necessary permits required in this chapter have been obtained from those Federal, State, or local governmental agencies from which prior approval is required. (44 CFR 60.3(a)(2))

3. The City Planner shall review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of this chapter are met.

4. The City Planner shall review all development permits to determine if the site is reasonably safe from flooding.

5. The City Planner shall review all development permits to determine if the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of SMC 14.270.080F are met.

6. The City Planner shall notify FEMA when annexations occur in the Special Flood Hazard Area.

E. Use of Other Base Flood Data (In A and V Zones) (44 CFR 60.3 (b) (4)). When base flood elevation data has not been provided (in A or V Zones) in accordance with Section 14,270.050 B, Basis for Establishing the Areas of Flood Hazard, the City Planner shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 14,270,080 A through F of this Chapter.

F. Information to be Obtained and Maintained.

1. Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in SMC 14,270,060 E, the City Planner shall obtain and record maintain the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. (44 CFR 60.3(b)(5)(i)) (The information shall be recorded on a current elevation certificate (FF 81-31) with Section B completed by the City Planner.)

2. For all new or substantially improved flood proofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in SMC 14,270,060 E, The City Planner shall:
i. Obtain and record maintain the elevation (in relation to mean sea level) to which the structure was flood proofed (44 CFR 60.3(b)(2)(ii))

ii. Maintain the flood proofing certifications required by FEMA (44 CFR 60.3(b)(5)(iii)).

3. The City Planner shall maintain for public inspection all records pertaining to the provisions of this chapter. (44 CFR 60.3(b)(5)(iii) )

4. Improvement and damage calculations.

G. Alteration of Watercourses (44 CFR 60.3(b)(6))
1. The City Planner shall notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

2. The City Planner project proponent shall assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the project proponent shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

3. The City Planner shall notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.

H. Interpretation of FIRM Boundaries. The City Planner shall provide interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 60.76).

I. Conditions for Variances.
1. Generally, the only condition under which a variance from the elevation standard be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, small or irregularly shaped lot-contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

2. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Variances shall only be issued upon:
   i. A showing of good and sufficient cause;
   ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
   iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

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iv. For the repair, rehabilitation or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

v. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Definitions of this ordinance in the definition of “Functionally Dependent Use.”

5. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature, and they do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

6. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of flood proofing than watertight or dry-floor proofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria and otherwise complies with recommended FEMA General Standards.

7. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and that such construction below the base flood elevation increases risks to life and property. Permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.

8. In the case of a conflict between the application of the variance provisions of this section and SMC 14.255.110 and 14.255.120, this section shall control.

9. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

In all areas of special flood hazards, the following standards are required:
A. Anchoring (44 CFR 60.3(a)(b)).
   1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. (44 CFR 60.3(a)(3)(i))

   2. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. (44 CFR 60.3(b)(8)). For more detailed information in application of this chapter, reference will be made to guidebook, FEMA-85, “Manufactured Home Installation in Flood Hazard Areas.”

B. Construction Materials and Methods.
   1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

   2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

   3. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

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

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

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

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

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

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

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

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

A. **Residential Construction**.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more* above the base flood elevation. (BFE)
   *Minimum FEMA standards require the lowest floor to be elevated “to or above” the BFE; however, adding an additional foot of freeboard increases safety and can reduce insurance premiums by as much as 39 percent.
2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or if solely usable for parking, access or storage shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed areas subject to flooding shall be provided.

ii. The bottom of all openings shall be no higher than one foot above grade.

iii. Openings may be equipped with screens, louvers, or other coverings or devices if they permit the automatic entry and exit of floodwaters. Foundation vent standards required by the IBC/IRC outside the floodplain do not meet this standard and are subject to the City Building Official's review.

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

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

1. Be flood proofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

2. Have structural components capable of resisting hydrostatic and hydrodynamic load and effects of buoyancy;

3. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided as set forth in Section 14.270.060 F(2);

4. Nonresidential structures that are elevated, not flood proofed, must meet the same standards for space below the lowest floor as described in 14.270.080 A(2);

5. Applicants who are flood proofing nonresidential buildings should be notified that flood insurance premiums will be based on rates that are one foot below the flood proofed level (e.g. a building flood proofed to the base flood level will be rated as one foot below). Flood proofing the building an additional foot will reduce insurance premiums significantly.

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

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

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

All recreational vehicles placed on sites are required to either:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

3. Meet the requirements of SMC 14.270.080 C and the elevation and anchoring requirements for manufactured homes.

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

In all areas with base flood elevations (but for which a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with
PUBLIC HEARING 7.

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

F. **Floodways.** Located within areas of special flood hazard established in Section 14.270.050 B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris and increase erosion potential, the following provisions apply:

1. Encroachments, including fill, new construction, substantial improvements, and other development are prohibited, unless certification by a registered professional engineer is provided, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge, in which case all new construction and substantial improvements shall comply with all applicable standards for flood hazard reductions set forth in Sections 14.270.070 and 14.270.080. (44 CFR 60.3(d)(3))

2. Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair or reconstruction is started, or (B) if the structure has been damaged and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded from the 50 percent limitation. (WAC 173-158-070)

G. **Critical Facilities Construction.** Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA, if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures are required to ensure that toxic substances not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation are required for all critical facilities to the maximum extent possible.

H. **All Other Building Standards Apply in the Floodway.** If SMC 14.270.080(F)(1) is satisfied or construction is allowed pursuant to SMC 14.270.080(F)(2), all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of SMC 14.270.080, Specific Standards For Flood Hazard Reduction.

I. **General Requirements for Other Developments.** All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the state building codes with adopted amendments and any City of Snohomish amendments, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the encroachment limitations of this ordinance if located in a regulatory floodway;
3. Be anchored to prevent flotation, collapse, or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials;
5. Meet the flood opening requirements of SMC 14.270.080(A)(2), and
6. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

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

A. Require the applicant to furnish the elevation in relation to mean sea level of the lowest habitable floor including basement of all new or substantially improved structures, and whether or not such structures contain a basement.

B. Require the applicant to furnish if the structure has been flood proofed, the elevation in relation to mean sea level to which the structure was flood proofed through a certified professional engineer or architect.

C. Maintain a record of all such information in the City’s address file system.

14.270.100 Floodplains as Critical Areas.
A. For the purpose of the City’s Critical Areas regulations, as set forth in SMC 14.255, Floodplains are those areas that provide important flood storage, conveyance and attenuation functions and include all land within such areas that are subject to a one percent or greater chance of flooding in any given year.

B. Floodplains shall be designated by the City Planner in accordance with WAC 365-190-080(3).
   1. The City Planner shall use the “areas of special flood hazard” as identified on the Federal Emergency Management Administration’s most current Flood Insurance Rate Map for the City as the indicator of where floodplains exist, useless more detailed, current, and convincing evidence indicates otherwise.
   2. Floodplains shall include, at a minimum, the 100-year floodplain designations of the Federal Emergency Management Agency and the National Flood Insurance Program.

C. The City Planner may waive the critical areas report required by SMC 14.255.060 for developments proposed in the floodplain, if the applicable permit application contains sufficient data to verify compliance with the substantive requirements, except for the following developments:
   1. Developments in the floodway, which is the area shown in the illustration that accompanies the definition of “floodplain” in SMC 14.100.020; and
   2. Developments that result in watercourse alteration.

D. In addition to the requirements of SMC 14.255.040 and this chapter, the following requirements shall apply to floodplains:
   1. To the extent possible consistent with the development objective, all improvements shall be located on the non-floodplain portion of the site, if any, or on the highest ground on the site, as far as possible from the flood source.
   2. Alteration of natural watercourses, including side channels, tributaries, and channel migration zones, is to be avoided when feasible. If unavoidable, the City Planner shall notify adjacent communities, the Department of Ecology, the State Department of Fish and Wildlife, and FEMA prior to alteration. Any stream-bank stabilization shall consider the use soft armor or best available armoring science.

Ordinance 2390
18
City Council Meeting
July 7, 2020
32
14.270.110 Recordation.
The City Planner shall record:
A. The as-built elevation above mean sea level of the lowest habitable floor, including
    basement, of all new or substantially improved structures, and whether the structure
    contains a basement;
B. Certificates of flood-proofing and flood elevation; and
C. Permits and variances issued in accordance with this chapter.
Current Economic Approach: At tonight’s meeting, staff will conduct a step-by-step review of the current economic approach to the projected revenue reductions from the COVID-19 crisis. This review will help to ensure City staff is in close coordination with the priorities of the City Council and to effectively communicate the City’s current economic approach to the Snohomish community. Attached are the presentation slides originally published in the June 2 meeting agenda. The presentation is based on the email forwarded to the City Council on April 30, 2020, titled “City's Economic Strategy - Recommended Approach.” (As Council is aware, this Discussion Item was scheduled for June 2 and June 16, but postponed in both cases. In response to recent events, three special City Council meetings were conducted; a communication titled “Statement Against Racism” was issued; a Town Hall was conducted on June 23; and various other items have been completed, or are in planning stages for future action.)

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

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

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

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

Economic Approach
July 7, 2020

City of Snohomish

2019 Citizen Population 10,200

Drives Both Revenue Receipts and Service Expenses

City of Snohomish Commercial Area ≈ 75,000 Population
## Top Four City Services

**General Fund**

<table>
<thead>
<tr>
<th>Service</th>
<th>Budgeted 2019/2020</th>
<th>Direct FTEs</th>
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</thead>
<tbody>
<tr>
<td>2) Law Enforcement</td>
<td>$7.7 Million</td>
<td>20.0</td>
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<tr>
<td>3) Transportation</td>
<td>$3.4 Million</td>
<td>3.8</td>
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<tr>
<td></td>
<td>Street $2.2 Million</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Benefit District (TBD) $1.2 Million</td>
<td></td>
</tr>
<tr>
<td>4) Parks (&amp; Events)</td>
<td>$1.6 Million</td>
<td>4.3</td>
</tr>
<tr>
<td>5) Plan/Permitting</td>
<td>$1.1 Million</td>
<td>4.0</td>
</tr>
</tbody>
</table>

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**Chart 1**

**General Fund Revenues - 2019 Actual**

*10 sources account for about 98% of all revenue
4 of which account for over 90%*

- **Sales Tax Totals**: 54.6%
- **> 90% of revenue from four sources**
Revenue Future

Property Tax
1% Cap Inflation?

Sales Tax
Online Sales and Competition?

New Development Revenue (Growth)

• Midtown
• Northeast Sewer Area

New Development Expenses
Increased Services (Law Enforcement, Transportation)

Utility Tax
City Rate Reductions Water/Wastewater

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

Chart 2
Actual GF Revenues/Expenses 2014 to 2019 ($1,000)
DISCUSSION ITEM 8.

Increase Revenues ➡ Expenses Flat

General Fund - Ending Fund Balance (Actual)

$4.33 million (March 31, 2020)

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

Potential impact of growth rates on general fund services
COVID -19 Impacts

Phased Strategy for 2020 and early 2021:

• Limited New Staffing or Operating Costs;

• Limited Capital Projects (General Fund or REET) for 2020 and early 2021;

• Seasonal Staffing (400% FTE) - Dozen in Late Spring/Summer (Cancelled for 2020)

Sheriff Positions – No Changes

• 12 Patrol (3 Officers over 4 shifts)
• 2 Detectives
• School Resource Officer (SRO) - 75% School District
• Administrative Sergeant
• Police Chief
• 2 Records/Reception

• Community Outreach Officer unfilled since Sept. 2019. Re-fill upon the Deputy’s return
DISCUSSION ITEM 8.

Capital Projects with Dedicated Funding

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

- Federal and State Grants (Impacted)
Utility Design

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

- North Sewer Trunkline
- WWTP Filtration Upgrades
- Second Street Storm Trunkline and Sewer Force Main
- Rainier Lift Station
DISCUSSION ITEM 8.

Park Impact Fees (PIF) – Move Ahead

1) Averill Field Park
   Master Plan and Construction

2) Cady Connector Bridge
   to Pilchuck Julia Landing Park

3) Homestead Park
   Master Plan and Phase 1?

Non-Department – No Change

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

- **Sidewalk Repairs and Crosswalks** (Mayor Kartak) - $120,000

- **Police Station Remodel Phase 2** (Council President Sanders) – ≈$140,000

- **Roof Replacements and Phase 1 Seismic** - City Hall, Engineering and Police Buildings

- **Public Works Shop Modular Building** - FEMA and Ecology Flood Regulations

Next Steps

This Winter Strategic Plan

* Priority Based
* Community Engagement/Outreach

Recession
Service Cuts
New Revenue

Economic Growth
New Funds
Alliance for Housing Affordability (AHA)
Glen Pickus, Planning Director

• 2019/2020 Budgeted $20,000 for the Trust Fund
• $0 requested from Trust in 2019

• Up to $20,000 in 2020?
• $0 for 2021/2022 Budget?

• Sales Tax – Projected $35,000/year
  (For Affordable Housing, not necessarily to AHA)
Date: July 7, 2020
To: City Council
From: Sukhpreet (Monty) Dhaliwal, Project Engineer
Subject: Park Avenue Utility Improvement Project Contract

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

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

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

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

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

Engineer’s Estimate: $250,000 – $300,000

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

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

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tr>
<td>Wastewater Utility</td>
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<tr>
<td>Stormwater Utility</td>
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<tr>
<td>TBD</td>
<td>$85,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$270,000</strong></td>
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**STRATEGIC PLAN REFERENCE:** Initiative #5: Become more environmentally sustainable.

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

**ATTACHMENT:** Bid Tabulation
<table>
<thead>
<tr>
<th>Bill Item</th>
<th>Description</th>
<th>Qty</th>
<th>Units</th>
<th>Unit Price</th>
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<td>2</td>
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<td>3</td>
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<td>5</td>
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<td>LF</td>
<td>6.99$</td>
<td>5,592.00$</td>
</tr>
<tr>
<td>15</td>
<td>ROADWAY SURFACING TOP COURSE</td>
<td>1</td>
<td>LS</td>
<td>16,300.00$</td>
<td>16,300.00$</td>
</tr>
<tr>
<td>16</td>
<td>TEMPORARY TRAFFIC CONTROL</td>
<td>1</td>
<td>LS</td>
<td>1,000.00$</td>
<td>1,000.00$</td>
</tr>
<tr>
<td>17</td>
<td>PARK &amp; HANDBAR</td>
<td>1</td>
<td>LS</td>
<td>2,106.00$</td>
<td>2,106.00$</td>
</tr>
<tr>
<td>18</td>
<td>SIDE CHANGES</td>
<td>1</td>
<td>PA</td>
<td>15,000.00$</td>
<td>15,000.00$</td>
</tr>
</tbody>
</table>
City Council approval is requested authorizing the Mayor to enter into a Wholesale Water Agreement with Public Utility District No. 1 of Snohomish County (PUD). This agreement would reduce the rate the City pays for its PUD water supply, and therefore, reduce the City’s expenses. The proposed agreement between the City and the PUD provides a 2020 rate of $2.85 per unit, versus the current universal wholesale rate of $3.24 per unit.

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

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

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

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

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

- **Operating Costs.** The City is allocated a share of O&M costs based on the following principles:
  - The PUD’s budgeted non-labor expenses were adjusted by a realization factor of 97.85 percent to account for historical trending between budget and actuals.
  - Taxes were not allocated to the City, as RCW 82.16.050 (2) provides a tax deduction for revenues received from the sale of water for resale; therefore, the PUD can deduct the City’s payments from its taxable revenues.

- Costs were separated between direct and indirect expenses:
  - **Direct Expenses.** Direct expenses were separated between fixed and variable costs. Fixed costs related to cross charges from the electric utility, meter reading, and postage were allocated based on the City’s share of accounts, or 0.01 percent. The remaining fixed costs were allocated to the City based on its share of net rate base, 0.24 percent.
  - **Indirect Expenses.** Indirect expenses were divided by direct O&M costs to derive an overhead markup, which was applied to the direct O&M costs allocated to the City.

- **Depreciation.** The rate structure recovers a share of depreciation on assets that provide service to the City.

- **Capacity Rental.** The capacity rental component was determined by applying a weighted average cost of capital (WACC) to the general facilities charge (GFC) that the City would have paid under a typical wholesale agreement with the PUD. The GFC amount would be equal to 75 connections (assumed one connection is one equivalent residential unit).

WHOLESALE RATE CALCULATION

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

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

**Exhibit 1.1: Calculation of 2017 Wholesale Rate**

<table>
<thead>
<tr>
<th>Description</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>O&amp;M</td>
<td></td>
</tr>
<tr>
<td>Fixed</td>
<td>$4,356</td>
</tr>
<tr>
<td>Variable</td>
<td>$85,708</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$8,362</td>
</tr>
<tr>
<td>Capacity Rental</td>
<td>$11,534</td>
</tr>
<tr>
<td><strong>Total Cost Basis</strong></td>
<td><strong>$109,959</strong></td>
</tr>
</tbody>
</table>
The current wholesale rate for the City is $3.24 per CCF. Using 2018 utility billings, Exhibit 1.2 shows the 2018 annual rate total calculation through both a fixed and variable structure, and a fully variable structure as shown in Exhibit 1.1.

Exhibit 1.2: Calculation of 2018 Wholesale Rate

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

Example Calculation from January 2018:
Total used CCF: 314,600/100 = 3,146 Cubic Feet (CF)
Current Rate: $3.24 x 3,146 CF = $10,193.04
Fixed & Variable Rate: $2.22 x 3,146 + $2,020.92 = $9,005.04
100% Variable Rate: $2.85 x 3,146 = $8,966.10
WHOLESALE RATE SUMMARY: At this time, staff recommends the 100% Variable Rate Option for this Agreement, which is currently $2.85 per CCF, based on the long-term goal of reducing the City’s total wholesale water purchases over time. The annual savings to the water fund is approximately $14,000. (See Attachment B for the proposed Wholesale Water Agreement between Public Utility District No. 1 of Snohomish County and City of Snohomish.)

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

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

City of Snohomish

Water Transmission Main

from PUD Intertie to the City of Snohomish

(Approximately 14.7 miles)
ATTACHMENT B

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

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

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

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

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

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

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

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

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

WHEREAS, the City may desire in the future to have additional points of connection between its water system and the District water supply full-time for redundancy; and
WHEREAS, the City desires to purchase water wholesale from the District for said purpose and the District is willing to sell water wholesale to the City, for said purpose, under the terms of this Agreement; and

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

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

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

Section 1 – Definitions

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

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

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

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

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

1.5 **Master Meter:** shall mean the water volume measuring device and appurtenances, including a City owned, operated, and maintained pressure reducing valve and double check backflow prevention assembly, at the point of connection with the City's water system. Master Meter sites constitute the line of demarcation and the location of each point of delivery between the
District’s water system and the City’s water system. There is one existing Master Meter located in
the vicinity of the City’s 18” asbestos cement transmission main on Robe Menzel Road some 675
feet northwest of its intersection with 29<sup>th</sup> Place NE, as shown on Exhibit A, and referred to as the
“Primary Master Meter.” Additional Master Meters may be installed in the future at such mutually
acceptable locations if: 1) the District agrees that it is reasonably necessary to enhance the City’s
water system; and 2) the Primary Master Meter remains in service. The Master Meter(s) shall be
owned and maintained by the District, provided, however, that all costs associated with the
installation of a new Master Meter and appurtenances shall be borne solely by the City or its agent.

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

1.6  **May:** shall mean permissive.

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

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

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

1.10 **Shall:** shall mean mandatory.

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

1.12 **Year:** shall mean a 365-day time period and represent the time from the date of the
official execution of the Wholesale Water Agreement or from a future annual anniversary of this
date, to a date 365 days later.
Section 2 - Delivery and Use of Water

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

Section 3 – Point of Delivery

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

Section 4 – Quantity, Pressure and Reliability

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

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

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

4.4 In the event of scheduled maintenance, alterations, extensions, or connections, the District shall provide written notice to the City, and schedule such work to minimize the potential disruption of service to the City.
Section 5 – Water Quality

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

Section 6 – Wholesale Water Rate and Billing

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

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

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

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

6.5 Billing Period. The Master Meter(s) shall be read by the District and the results recorded at the end of each monthly billing cycle. Billing to the City will be issued on a monthly basis. Payment to the District shall be due within thirty (30) days of issuance of the billing invoice. A payment shall be deemed delinquent if more than ten (10) days past due. Delinquent wholesale
water charge amounts shall accrue interest on the unpaid balance, from the date of delinquency until
paid, at the rate of one percent (1%) per month, or twelve percent (12%) per year.

Section 7 – Administrators

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

<table>
<thead>
<tr>
<th>District’s Initial Administrator:</th>
<th>City’s Initial Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brant E. Wood, P.E.</td>
<td>Steve Schuller / City Administrator</td>
</tr>
<tr>
<td>AGM Water Utility</td>
<td>&amp; Utility General Manager</td>
</tr>
<tr>
<td>Snohomish County PUD No. 1</td>
<td>City of Snohomish</td>
</tr>
<tr>
<td>PO Box 1107 ms/ls</td>
<td>PO Box 1589</td>
</tr>
<tr>
<td>Everett, WA 98206-1107</td>
<td>Snohomish, WA 98291</td>
</tr>
</tbody>
</table>

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

Section 8 - Term

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

Section 9 - Use of City’s Existing Water Sources

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

Section 10 - Future Capacity Changes

Should the City’s water supply require additional capacity in the future, all costs associated with
additional capacity and meter upsizing shall be borne solely by the City. Any upgrades to the Master
Meter(s) shall be per the District’s most current version of its “Water Resources Standards and
Specifications for Design and Construction.” In addition, any desired increase in capacity by the
City will be subject to review and adjustment of the wholesale water rate as described in Section 6 above.

Section 11 - Master Meter

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

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

Section 12 - Notices

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

Section 13 – Indemnity

13.1 Nothing herein shall be interpreted to create indemnity or cross indemnity agreements between the Parties. In the event of claim, loss or liability alleged to have arisen out of the ownership or operation of the District’s water supply system or the City’s water supply system, the Parties agree that their liability shall be borne in accordance with and as determined under applicable Washington State and federal laws.
13.2 Notwithstanding any other provision of this Agreement, neither the City nor the District shall be liable under or pursuant to this Agreement for any indirect, incidental, special, exemplary or consequential damages, including but not limited to damages for lost profits or benefits, even if such party has been advised of the possibility or existence of such damages.

Section 14 – Uncontrollable Forces or State or Federal Law Changes

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

Section 15 – Severability

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

Section 16 – Assignment

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

Section 17 - Resolution of Disputes

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

Section 18 – Exhibits

Exhibit “A” referred to in this Agreement, is attached hereto and incorporated herein as though fully set forth at each reference.
Section 19 – Miscellaneous

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

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

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

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

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

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

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

19.8 **Signature Authority.** Each of the undersigned signatories represents and warrants that he or she has all necessary and proper authorization to execute and deliver this Agreement on behalf of the Party of which he or she is signing.
19.9 **Rule of Construction.** No provision of the Agreement shall be construed in favor or against either of the Parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof.

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

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

By: __________________________
John Haarlow
General Manager/CEO

CITY OF SNOHOMISH

By: __________________________
John T. Kartak, Mayor

ATTEST

By: __________________________
Pat Adams, City Clerk

APPROVED AS TO FORM

By: __________________________
Shawn J. Aronow
Assistant General Counsel

APPROVED AS TO FORM

By: __________________________
Grant K. Weed, City Attorney
THIS PAGE LEFT BLANK INTENTIONALLY
**CONSENT ITEM 9c.**

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

<table>
<thead>
<tr>
<th>Name Check #</th>
<th>Invoice#</th>
<th>Check Date</th>
<th>Description</th>
<th>Amount</th>
<th>Vendor Total</th>
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<td>Labs</td>
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<td>Eurofins Eaton Analytical</td>
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## Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

<table>
<thead>
<tr>
<th>Name Check #</th>
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<th>Check Date</th>
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**Snohomish County Sheriff's Office**

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**Sound Publishing**

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<td>18378</td>
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*City Council Meeting*
*July 7, 2020*
### Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

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<tr>
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<th>Invoice#</th>
<th>Check Date</th>
<th>Description</th>
<th>Amount</th>
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</table>

**Total: $28,334.13**
## Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

<table>
<thead>
<tr>
<th>Name Check #</th>
<th>Invoice#</th>
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### Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

<table>
<thead>
<tr>
<th>Name Check #</th>
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<th>Check Date</th>
<th>Description</th>
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73070 VOID 06/24/2020 $0.00

Verizon Wireless
73071 9856067640 06/24/2020 Communication/Cell Phones $3,099.94

Ziply Fiber
73072 10718-5 061520 06/24/2020 Feb-June 2020 360-568-5302 Gate Line $349.34

Swanson, J David
73073 06/23/2020 UB Refund $386.97

Salazar, Heather
73074 06/23/2020 UB Refund $41.97

Scholl, Deanna
73075 06/23/2020 UB Refund $200.00

Zion Lutheran Church
73076 06/23/2020 UB Refund $293.28

Swanson, J David
73077 06/23/2020 UB Refund $454.39

Jones, Kendall
73078 06/23/2020 UB Refund $33.47

Occupant - Mary Wills
73079 06/23/2020 UB Refund $50.00

VOID
73022 VOID 06/29/2020 ($4,574.27)

Accord Contractors, LLC
73080 Pay Est 5 Retainage 06/29/2020 Carnegie Project Pay Estimate 5 Retainage $9,982.06

Accord Contractors, LLC
73081 Pay Est 5 Pay Est 5 06/29/2020 Carnegie Project Pay Estimate 5 $208,026.07

ARC Architects, Inc
73082 2017018.000 24 06/29/2020 ARC Design - Carnegie $9,894.94

Automatic Funds Transfer Services, Inc
73083 116187 06/29/2020 Printing/Postage for utility bills May $711.06

Canon Financial Services, INC
73084 215763666 06/29/2020 Printer Contract $122.77

Chemsearch
73085 7005280 06/29/2020 Bugs at Rainbow LS $144.14

City of Everett Utilities
73086 010157 061720 06/29/2020 Utilities-Water $41,835.52
73086 010164 061720 06/29/2020 Utilities-Water $464.73
73086 016739 061720 06/29/2020 Utilities-Water $1,165.54
73086 017410 061720 06/29/2020 Utilities-Water $1,342.74
73086 019546 061720 06/29/2020 Utilities-Water $3,702.00

Core & Main LP
73087 M490821 06/29/2020 Meters $2,424.24

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**CONSENT ITEM 9c.**

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

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<td>Case Filings May 2020</td>
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City Council Meeting
July 7, 2020
Page 72
## Schedule of Checks for the Checks Issued Since the June 16, 2020 Meeting

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<td>06/29/2020 Return Refund-Logitech H390 Headset</td>
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<td>3447920009</td>
<td>06/29/2020 Spare wireless mice.</td>
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<td>06/29/2020 Conex roof fan</td>
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<td>DL USBank Home Depot 2626731</td>
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<td>DL USBank Home Depot 3512453</td>
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<td>DLg USBank Zoom INV26634782</td>
<td>06/29/2020 COVID-19; Zoom online virtual meeting application.</td>
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<td>JH USBank McDaniel A43053</td>
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<td>Verizon Wireless</td>
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<td>Washington State Department of Ecology</td>
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<td>06/29/2020 2020 DOE NPDES Stormwater Permit Fee</td>
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<td>Western Exterminator Company</td>
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<td>5523566</td>
<td>06/29/2020 Pest control Police Department</td>
<td>$382.20</td>
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**TOTAL:** $1,075,978.71
CONSENT ITEM 9c.

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

________________________________________
Finance Director

WE, the undersigned Councilmembers of the City of Snohomish, Washington, do hereby certify that the
claim warrants #73014 though #73114 in the total amount of $1,075,978.71 through June 29, 2020 are
approved for payment on July 7, 2020.

________________________________________       _______________________________________
Mayor                                      Councilmember

________________________________________       _______________________________________
Councilmember                             Councilmember